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

AGENDA

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

December 11, 2024
5:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

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

- 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:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

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

2. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
   City Labor Negotiator: City Manager Gabriel Martin
   Employee Organization: Teamsters Local 1932 Representing All the Employee Groups

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

PLEDGE OF ALLEGIANCE:

CANVASS OF BALLOTS:

3. Adopt Resolution No. 2024-63 Reciting the Fact of the General Municipal Election on November 5, 2024, Declaring the Results and Such Other Matters as Provided by Law

RECOGNITION:

4. Recognition of Outgoing Elected Officials

OATH OF OFFICE:

5. Administration of Oath of Office to Newly Elected Officials

COUNCIL ORGANIZATION:

6. Nomination for the Position of Mayor Pro Tem

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

7. Coachella Resident Engagement Academy Update

8. Autism Certification Presentation

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

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

9. Regular Meeting Minutes of November 13, 2024, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation

10. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of December 11, 2024, $5,411,959.03

11. Investment Report – July 31, 2024

12. Adopt Resolution No. 2024-64 Approving and Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974

13. Authorize the City Manager to Execute a Construction Contract with GMAT Inc, DBA Inland Overhead Door in the Amount of $267,000 and 10% Contingency for the Construction of the Fire Station #79 Garage Door Replacement Project, (F-7)

14. Authorization to file a Notice of Completion for City Project No's P-30 & P-32, Bagdouma Park Misc. Site Improvements

15. Adopt Ordinance No. 1217 Increasing Compensation of the Elected City Clerk and the City Treasurer Positions (Second Reading)

16. Adopt Resolution No. 2024-67 To Increase the Transient Occupancy Tax (TOT) Rate at Thirteen Percent (13%) Pursuant to Measure Y Effective January 1, 2025

17. Adopt Resolution No. 2024-68 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City's Active Transportation Program (ATP) Project

18. Adopt Resolution No. 2024-69 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City's State Route 86 at Ave 50 Interchange Project

19. Authorize a Sponsorship Grant to Culturas Music & Arts' Arte del Barrio Events in the Amount of $9,500

20. Authorize the Allocation of Funds in the Amount of $10,000 for the Coachella Youth Art Program

21. Award Maintenance Agreements to both Amtek Construction and Desert Elite Electric, Inc. for the As Needed Electrical Repairs Project No. 102424B, not to Exceed $200,000

22. Appointment of two Commissioners to the Coachella Youth Advisory Commission.

23. Authorize award of a Professional Services Agreement with Citiguard Inc. for Security Guard Services Project No. 082224, for $300,000.

24. Proposal for on-call Professional Services with Dudek in the amount of $31,120.00 for Coachella Sanitary District Sewer System Management Plan (SSMP) Audit

25. Authorize the City Manager to execute Professional Services Agreement with Keyser Marston Associates, Inc. (KMA) for a Hotel Feasibility Study in the Amount of $79,500

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

26. Authorize the City Manager to Execute a Construction Contract with Cora Construction, Inc. in the Amount of $1,271,400.00 for the Construction of the Headworks Screening System Improvements Project, City Project No. S-29 and the Approval of Additional Expenditures for a Total Request of $1,518,540.00

27. Adopt Resolution No. 2024-66 Approving American Rescue Plan Act Funds (ARPA) for the State and Local Fiscal Recovery Fund (SLFRF) Program for the Coachella Sanitary District Headworks Screening Improvements Project S-29 in the Amount of $1,090,756

28. Authorize the City Manager to Execute a Construction Contract with The Van Dyke Corporation in the Amount of $1,119,244.00 for the Construction of the Tyler Street Sewer Improvements, City Project No. S-18 and the Approval of Additional Expenditures for a Total Request of $1,281,168.40

29. Authorize the City of Coachella to Sponsor the Palm Springs International Film Festival (PSIFF) in the Amount of $20,000

30. Approval of the 2025 City Council Meetings Calendar

31. Coachella Healthy Food Truck Permit Pilot Program

    - Introduce Ordinance No. 1218 Coachella Healthy Food Truck Permit Pilot Program (ZOA No. 24-03) City Parks and Parcels in Downtown Zones (DT-PV and TR-PV Zones)

    - Introduce Ordinance No. 1219 Coachella Healthy Food Truck Permit Pilot Program (ZOA No. 24-03) for Active Date Farms

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

32. Ordinance No. 1220 (First Reading) Zoning Ordinance Amendment No. 24-02 – Streamline Code Amendments - Phase 2 to Amend Coachella Municipal Code Title 17 Regarding Zoning District Permitted Uses, Development Standards and Development Review Process in the City - City-Initiated

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
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Delia Granados, Deputy City Clerk

SUBJECT: Adopt Resolution No. 2024-63 Reciting the Fact of the General Municipal Election on November 5, 2024, Declaring the Results and Such Other Matters as Provided by Law

---

STAFF RECOMMENDATION:

That the City Council adopt Resolution No. 2024-63 Reciting the Fact of the General Municipal Election on November 5, 2024, Declaring the Results and Such Other Matters as Provided by Law.

BACKGROUND:

A General Municipal Election was held in the City of Coachella (City) on Tuesday, November 5, 2024, for the purposes of election of a Mayor, two City Council Members, a City Clerk, a City Treasurer and for City voters to consider a ballot measure (Measure Y). The County of Riverside Registrar of Voters has completed the canvass of the results and the appropriate Resolution has been prepared for adoption, which is attached to this Report. The results are attached as Exhibit "A" to the above entitled Resolution.

As a result of the election, the following candidates were elected:

Steven Hernandez for City Mayor for a term of two (2) years.

Yadira Perez for City Council for a term of four (4) years;
Denise Delgado City Council for a term of four (4) years.

Angela Zepeda for City Clerk for a term of four (4) years.

Mayra Perez for City Treasurer for a term of four (4) years.

Further, a majority of City voters did approve Measure Y and it was, therefore passed.

FISCAL IMPACT:

There is no fiscal impact associated with this report.

ATTACHMENT(S):

Attachment A: Resolution No. 24-63 – Certifying the Results of the General Municipal Election.

Attachment B: City of Coachella Certificate of the Canvass of the Election Results *(pending from the County - will be attached once received)*

RESOLUTION NO. 2024-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024; DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS a General Municipal Election was held and conducted in the City of Coachella (City), California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS notice of the election was given in the time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects the elections were held and conducted and the votes were cast, received and canvassed and the returns made and declared in the time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in cities; and

WHEREAS the County Election Department canvassed the returns of the election and has certified the results to this City Council; the results are received, attached, and made a part hereof as "Exhibit A"; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. That the whole number of ballots cast in the precincts including vote-by-mail ballots and provisional ballots are detailed in the Official Canvass attached as Exhibit A.

SECTION 2. That the names of the persons voted for in the election for Mayor were as follows:

- Steven Hernandez
- Frank Figueroa

SECTION 3. That the names of the persons voted for in the election for Members of the City Council were as follows:

- Denise Delgado
- Kimberly Miranda
- Yadira Perez
- Marcos Granados Jr.

SECTION 4. That the names of the persons voted for in the election for City Clerk were as follows:

- Angela Zepeda

SECTION 5. That the names of the persons voted for in the election for City Treasurer were as follows:

- Mayra Perez

SECTION 6. That the following local Measure Y voted upon at the election is as follows:

"Shall the measure to increase the rate of the City's Transient Occupancy (Hotel) Tax from 9% to a maximum of 13%, providing approximately $350,000 annually until ended by voters for general City services such as City parks, streets and public safety, and applying the tax to all rent charged to hotel guests, including by online travel and short term rental companies, for transient occupancy of any hotel, be adopted?"	**YES**	
	NO	

SECTION 7. That the number of votes cast in each precinct, and the number of votes cast in the City for each of the persons above-named for the respective offices for which the persons were candidates, and for and against the Measure, is set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

SECTION 8. The City Council does declare and determine that as a result of the election:

1) Steven A. Hernandez was elected as Mayor for the full term of two years;

2) Denise Delgado and Yadira Perez were elected as Members of the City Council for the full term of four years;

3) Angela Zepeda was elected as City Clerk for the full term of four years;

4) Mayra Perez was elected as City Treasurer for the full term of four years;

5) A majority of voters voting on Measure Y did vote in favor thereof, the Measure was carried, and it shall be deemed adopted and ratified.

SECTION 9. The City Clerk shall enter on the records of the City of Coachella, a statement of results of the election, showing:

1. The whole number of votes cast in the City;

2. The names of the persons voted for;

3. The measure voted upon;

4. For what office each person was voted for;

5. The number of votes cast at each precinct for each person, and for and against the measure; and

6. The total number of votes cast for each person, and for and against the measure.

SECTION 10. The City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 11. Compliance with California Environmental Quality Act. The City Council finds that this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Resolution is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

SECTION 12. The City Clerk shall certify to the passage and adoption of this resolution enter it into the book of original resolutions.

SECTION 13. Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 14. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED and **ADOPTED** this 11th day of December 2024.

_____

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. 2024-63 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11th day of December 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

Art Tinoco
Registrar of Voters

Matthew Ceballos
Assistant Registrar of Voters

CERTIFICATE OF REGISTRAR OF VOTERS
TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS

State of California)
) ss.
County of Riverside)

I, **ART TINOCO**, Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301,15372, and 15374 of the California Elections Code, and the resolution adopted by the City Council, I did canvass the returns of the votes cast on November 5, 2024, as part of the General Election in the

CITY OF COACHELLA

and I further certify that the statement of votes cast, to which this certification is attached, shows the whole number of votes for each candidate for elective office at said election, in said City, and in each precinct therein, and that the totals as shown for each candidate are full, true, and correct.

Dated this 5th day of December 2024

ART TINOCO
Registrar of Voters

Leticia Flores

Leticia Flores
Chief Deputy Registrar of Voters

					1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
CALIFORNIA	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
25th Congressional District (Por. Imp and SB)	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
18th Senatorial District (Por. Imp and SB)	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965

					1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
36th Assembly District (Por. Imp and SB)	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
St Bd of Equalization 4 (Por. SB, SD, Org and Imp)	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Riverside County	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68

					1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - County Board of Education Districts sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Community College Districts	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
Desert Community College District TA 2	Total	124	82	66.13 %	39	39		39	30	26	32		68
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										

					1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
Unincorporated - Community College Districts sub-district	Total	17267	9169	53.10 %	3822	4821		4864	2423	2077	3369		7526
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
Unincorporated - Unified School Districts	Total	124	82	66.13 %	39	39		39	30	26	32		68
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Unified School Districts sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Union High School Districts sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519

		1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk			
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Elementary School Districts	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Elementary School Districts sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
4th Supervisorial District	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										

					1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
City of Coachella	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Cities sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Unincorporated	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										

					1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
480038	Total	0	0										
480041	Total	0	0										
Desert Healthcare District	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Health Care Districts sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Recreation & Parks Districts	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
Desert Recreation District Division 2	Total	13260	6996	52.76 %	2934	3663		3732	1805	1543	2573		5774
480029	Total	3647	1998	54.78 %	[illegible]	1043		1045	590	501	716		1615

		1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk			
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Recreation & Parks Districts sub-district	Total	4131	2255	54.59 %	927	1197		1171	648	560	828		1820
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Irrigation Districts	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Sanitary Districts sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %		965		975	441	391	655		1519

					1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Water Agencies sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - County Water Districts	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - County Water Districts sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										

					1 Coachella City Mayor			2 Coachella City Council					3 Coachella City Clerk
					1	1		2	2	2	2		3
		Registered Voters	Voters Cast	Turnout (%)	Frank Figueroa	Steven A. Hernandez		Denise Delgado	Kimberly Miranda	Marcos Granados Jr	Yadira Perez		Angela Zepeda
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - Municipal Water Districts sub-district	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
480002	Total	2121	1125	53.04 %	480	590		665	282	278	380		965
480003	Total	124	82	66.13 %	39	39		39	30	26	32		68
480005	Total	0	0										
480007	Total	3374	1869	55.39 %	791	964		932	516	364	737		1523
480024	Total	4100	2113	51.54 %	877	1105		1121	536	484	769		1699
480029	Total	3647	1998	54.78 %	837	1043		1045	590	501	716		1615
480030	Total	484	257	53.10 %	90	154		126	58	59	112		205
480033	Total	3541	1807	51.03 %	747	965		975	441	391	655		1519
480036	Total	0	0										
480037	Total	0	0										
480038	Total	0	0										
480041	Total	0	0										
Unincorporated - California Water Districts	Total	17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594
Contest Total		17391	9251	53.19 %	3861	4860		4903	2453	2103	3401		7594

*** Indicates vote data was suppressed due to voter privacy settings.

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)	1 Mayra Perez
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
CALIFORNIA	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
25th Congressional District (Por. Imp and SB)	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
18th Senatorial District (Por. Imp and SB)	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)	1 Mayra Perez
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
36th Assembly District (Por. Imp and SB)	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
St Bd of Equalization 4 (Por. SB, SD, Org and Imp)	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Riverside County	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)	1 Mayra Perez
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - County Board of Education Districts sub-district	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Community College Districts	Total	17391	9251	53.19 %	7474
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
Desert Community College District TA 2	Total	124	82	66.13 %	67
480002	Total	2121	1125	53.04 %	949
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)	1 Mayra Perez
Unincorporated - Community College Districts sub-district	Total	17267	9169	53.10 %	7407
480003	Total	124	82	66.13 %	67
Unincorporated - Unified School Districts	Total	124	82	66.13 %	67
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Unified School Districts sub-district	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Union High School Districts sub-district	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)	1 Mayra Perez
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Elementary School Districts	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Elementary School Districts sub-district	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
4th Supervisorial District	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)	1 Mayra Perez
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
City of Coachella	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Cities sub-district	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Unincorporated	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)	1 Mayra Perez
480038	Total	0	0		
480041	Total	0	0		
Desert Healthcare District	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Health Care Districts sub-district	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Recreation & Parks Districts	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480033	Total	3541	1807	51.03 %	1503
Desert Recreation District Division 2	Total	13260	6996	52.76 %	5667
480029	Total	3647	1998	54.78 %	[illegible]

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)	1 Mayra Perez
480030	Total	484	257	53.10 %	202
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Recreation & Parks Districts sub-district	Total	4131	2255	54.59 %	1807
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Irrigation Districts	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Sanitary Districts sub-district	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)	1 Mayra Perez
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - Water Agencies sub-district	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - County Water Districts	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		
480037	Total	0	0		
480038	Total	0	0		
480041	Total	0	0		
Unincorporated - County Water Districts sub-district	Total	17391	9251	53.19 %	7474
480002	Total	2121	1125	53.04 %	949
480003	Total	124	82	66.13 %	67
480005	Total	0	0		
480007	Total	3374	1869	55.39 %	1498
480024	Total	4100	2113	51.54 %	1650
480029	Total	3647	1998	54.78 %	1605
480030	Total	484	257	53.10 %	202
480033	Total	3541	1807	51.03 %	1503
480036	Total	0	0		

1 Coachella City Treasurer

		Registered Voters	Voters Cast	Turnout (%)		1 Mayra Perez
480037	Total	0	0			
480038	Total	0	0			
480041	Total	0	0			
Unincorporated - Municipal Water Districts sub-district	Total	17391	9251	53.19 %		7474
480002	Total	2121	1125	53.04 %		949
480003	Total	124	82	66.13 %		67
480005	Total	0	0			
480007	Total	3374	1869	55.39 %		1498
480024	Total	4100	2113	51.54 %		1650
480029	Total	3647	1998	54.78 %		1605
480030	Total	484	257	53.10 %		202
480033	Total	3541	1807	51.03 %		1503
480036	Total	0	0			
480037	Total	0	0			
480038	Total	0	0			
480041	Total	0	0			
Unincorporated - California Water Districts	Total	17391	9251	53.19 %		7474
Contest Total		17391	9251	53.19 %		7474

*** Indicates vote data was suppressed due to voter privacy settings.

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Neftali Galarza, born to immigrant farm workers and raised in Oasis, an unincorporated community in the Eastern Coachella Valley, has a strong educational and professional background rooted in public service. He holds a Master of Public Administration from California Baptist University and a Bachelor of Arts in Political Science with a minor in Labor Studies from the University of California, Riverside; and

WHEREAS, Neftali lives in Coachella with his partner Lucero and their children Delanie, Aria, Neftali, and Gael and serves as a Councilmember for the City of Coachella where he has championed initiatives that directly benefit the underserved and support long-term community growth; and

WHEREAS, Notably, Neftali has played a pivotal role in establishing the Coachella Immigrant Families Recovery Program in partnership with the Mission Asset Fund. This ground-breaking basic income program offers financial support and resources to immigrant families previously excluded from federal assistance during the COVID-19 pandemic; and

WHEREAS, Furthering his vision, Neftali has also forged a partnership with One Future Coachella Valley to facilitate a paid internship program at City Hall. This program provides invaluable government work experience to college and high school students, connecting academic learning with real-world applications and fostering an interest in public sector careers; and

WHEREAS, Neftali also serves as the Director of Community Engagement & Partnership under the leadership of Dr. Edwin Gomez, Riverside County Superintendent of Schools. Previously, he was a Board Member for the Coachella Valley Unified School District and the Director of Community Outreach for the California Alliance for Renewable Energy Solutions. He has also held positions as Program Coordinator at the Council of Mexican Federation and Regional Organizer at the Southwest Voter Registration Education Project, demonstrating a commitment to community development and civic engagement; and

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

Neftali Galarza

and urge all citizens of the City of Coachella to in joining me to commemorate his commitment to serving the community.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 22th day of November 2024.

Steven A. Hernandez, Mayor
City of Coachella, California

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Anahi Fernandez, Management Analyst

SUBJECT: Coachella Resident Engagement Academy Update

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the Coachella Resident Engagement Academy Update and provide staff feedback.

BACKGROUND:

On July 24, 2024, the City Council authorized the Coachella Resident Engagement Academy for the 2024 calendar year. The academy is set to provide an interactive civic education program to Coachella residents that would develop an avenue for the City to communicate its roles and functions and increase civic engagement in the City. The goals of the academy are as follows:

1. Develop an avenue for the City to communicate its roles and functions
2. Increase civic engagement in the City
3. Provide residents with input opportunities
4. Inform residents how they can contribute to the City

DISCUSSION/ANALYSIS:

The Coachella Resident Engagement Academy occurred October 1 - November 19, 2024 for a span of eight (8) weeks. The City selected a total of 25 participants, and of the selected participants, 22 successfully completed the program. City staff and local partner agencies presented on the following eight (8) modules:

1. City Manager's Office
2. Public Works and Engineering
3. Voter Education
4. Utilities
5. Development Services
6. Finance and Economic Development
7. Public Safety
8. Graduation

City Directors, Managers, and partner agencies facilitated each module based on their discipline. The sessions were designed to provide an inclusive and safe learning environment.

Riverside University Health System (RUHS), Department of Public Health, assisted with creating evaluation surveys for the academy to determine the program's effectiveness in increasing civic engagement and awareness of city government. Through the survey responses, ninety-four percent (94%) of participants indicated that their knowledge level of the City of Coachella before participating in the academy was either very low or low. After completion of the academy, eighty-two percent (82%) of the participants indicated that their knowledge level of the City was either high or very high. Through the survey, eighty percent (80%) of participants also indicated that their likelihood of playing a volunteer role in the City after participating in the academy is very high. The responses to the survey questions demonstrate that the resident academy fulfilled its mission in educating Coachella residents about its roles and functions, while also encouraging them to be more civically engaged in the City. A more detailed table of the survey responses can be found in Attachment 3.

Participants were presented awards recognizing their outstanding leadership and dedication to the program. Academy participants were informed how they can continue being civically engaged after completion of the academy through City commissions, community events, and meetings. Participants were added to the City's newsletter to keep them informed of City events, and graduates will continue receiving local updates from City staff. Academy graduates will also be participating in a community cleanup group project on December 7th.

Staff would like to continue extending this learning opportunity to Coachella residents in the future and pursue Community Engagement Protocols envisioned in the General Plan for different types of municipal decisions so community members can easily learn about input opportunities and know how best to contribute.

Staff requests City Council feedback and direction for the continuation of the program.

FISCAL IMPACT:

A total of $11,500.00 was budgeted for meals, stipends, translation services, and awards in the Fiscal Year 24-25 budget for the Development Services Department.

ATTACHMENTS:

1. 2024 Resident Engagement Academy Class Schedule
2. Survey Evaluation
3. Academy Photographs

City of COACHELLA EST. 1946

RESIDENT ENGAGEMENT ACADEMY

CLASS SCHEDULE

SESSION 1
OCT. 01, 2024
6:00 - 8:00 PM

INTRODUCTION & CITY MANAGER'S OFFICE
GABRIEL MARTIN – CITY MANAGER

SESSION 2
OCT. 8, 2024
6:00 - 8:00 PM

PUBLIC WORKS & ENGINEERING
MARITZA MARTINEZ – PUBLIC WORKS DIRECTOR
ANDREW SIMMONS – CITY ENGINEER

SESSION 3
OCT. 15, 2024
6:00 - 8:00 PM

VOTER EDUCATION
CALIFORNIA SECRETARY OF STATE
RIVERSIDE COUNTY REGISTRAR OF VOTERS

SESSION 4
OCT. 19, 2024
8:00 AM - NOON

UTILITIES
CASTULO ESTRADA – UTILITIES DIRECTOR

SESSION 5
OCT. 22, 2024
6:00 - 8:00 PM

DEVELOPMENT SERVICES
GABRIEL PEREZ – DEVELOPMENT SERVICES DIRECTOR
LIZZANDRO DIAZ – BUILDING OFFICIAL
RENE ROSALES - CODE COMPLIANCE MANAGER
ANAHI FERNANDEZ - MANAGEMENT ANALYST

SESSION 6
OCT. 29, 2024
6:00 - 8:00 PM

ECONOMIC DEVELOPMENT & FINANCE
CELINA JIMENEZ - ECONOMIC DEVELOPMENT DIRECTOR
RUBEN RAMIREZ - CONTROLLER

SESSION 7
NOV. 12, 2024
6:00 - 8:00 PM

PUBLIC SAFETY
RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
RIVESIDE COUNTY DISTRICT ATTORNEY'S OFFICE
RIVERSIDE COUNTY FIRE DEPARTMENT

SESSION 8
NOV. 19, 2024
6:00 - 8:00 PM

GRADUATION

Coachella Resident Engagement Academy Survey Summary:

Questions	Responses				
	1 Very Low	2 Low	3 Average	4 High	5 Very High
How would you rate your knowledge level of the City of Coachella ***before*** participating in the academy?	8	8	1		
How would you rate your knowledge level of the City of Coachella ***after*** participating in the academy?			3	10	4
How would you rate the application process?			3	4	10
How would you rate the overall organization and structure of the leadership academy workshops?			1	3	13
To what extent did the workshops meet your expectations in terms of content relevance?				9	8
How would you rate your satisfaction with the variety of topics covered during the workshops?			1	3	13
How would you rate the workshops' ability to enhance your understanding of leadership principles?			2	5	10
How would you rate your satisfaction with the balance between theoretical concepts and practical exercises?			4	4	9
Rating Statements:					
The extent of the workshops to encourage networking and collaboration among participants.		2	6	1	8
The level of engagement and interaction fostered during the workshop activities.			3	6	8
The leadership academy's ability to foster a supportive and inclusive learning environment.				3	14
The duration and pacing of the leadership academy workshops.			3	3	11

Coachella Resident Engagement Academy Survey Summary:

Questions	Responses				
The workshops' ability to provide actionable strategies for personal leadership development.			1	7	9
The workshops' ability to encourage self-reflection on personal leadership styles.		1	2	6	8
The workshops' ability to address practical applications of leadership skills in real-world scenarios.			2	7	8
The clarity of communication and delivery by the workshop's presenters.				6	11
The effectiveness of the facilitators in delivering the workshops content.			1	4	12
The quality of materials provided, including handouts, presentations, and resources.			1	1	15
Remaining Questions:					
	1 Very Low	**2 Low**	**3 Average**	**4 High**	**5 Very High**
How was the workshops' ability to incorporate feedback and adapt to the needs of the participants?				6	8
Opportunities for Q&A and discussion during the workshops.		1	1	3	10
Overall, how would you rate the impact of the leadership academy workshop on your leadership skills and knowledge about the City of Coachella's operations?				3	12
What is the likeliness that you would play a volunteer role in the City of Coachella after participating in the academy?			2	5	6

Coachella Resident Engagement Academy Survey Summary:	
Questions	**Responses**

Narrative Response Themes:					
Include more information for renters.					
Add one more session or additional time to discuss group project.					
Add individual projects (draw ideal future of Coachella).					
Thank you for your time and commitment to the community.					
Allow for a plus one to sessions.					
I want to participate again.					
I appreciate the inclusion of a Spanish translator.					
Include a session where all City Council participate.					
Create a follow-up program for academy graduates. Networking.					
The academy left a sense of empowerment.					
Gracias. Todo muy bien.					
Great opportunity and space to start getting involved in the community.					
Have the mayor/city council make an appearance.					

EXPERIENCE QUESTIONS

QUESTIONS

1 - How would you rate your knowledge level of the City of Coachella before participating in the academy?

2 - How would you rate your knowledge level of the City of Coachella *after* participating in the academy?

3 - How would you rate the application process?

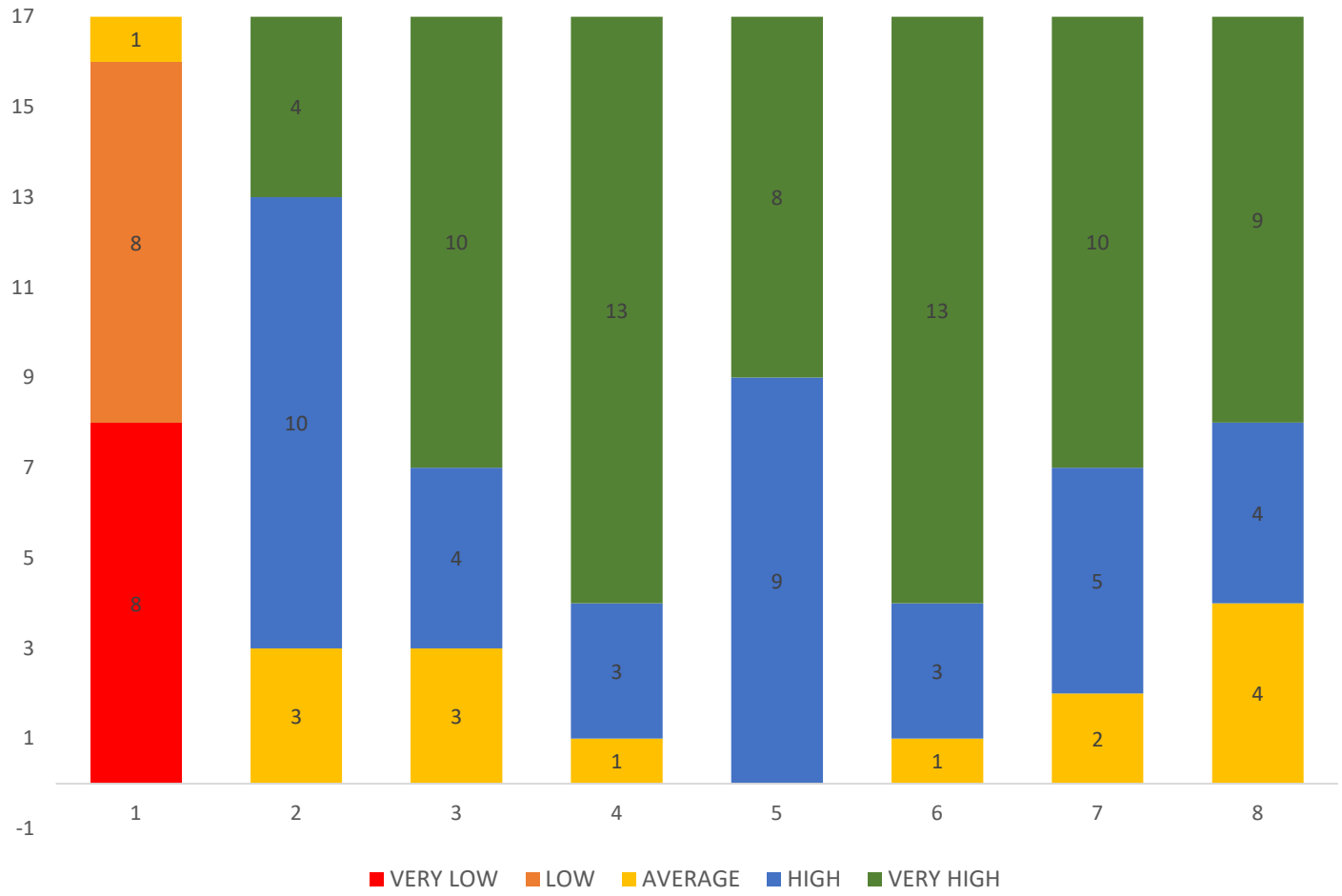
4 - How would you rate the overall organization and structure of the leadership academy workshops?

5 - To what extent did the workshops meet your expectations in terms of content relevance?

6 - How would you rate your satisfaction with the variety of topics covered during the workshops?

7 - How would you rate the workshops' ability to enhance your understanding of leadership principles?

8 - How would you rate your satisfaction with the balance between theoretical concepts and practical exercises?



RATING QUESTIONS

QUESTIONS

1 - The extent of the workshops to encourage networking and collaboration among participants.

2 - The level of engagement and interaction fostered during the workshop activities.

3 - The leadership academy's ability to foster a supportive and inclusive learning environment.

4 - The duration and pacing of the leadership academy workshops.

5 - The workshops' ability to provide actionable strategies for personal leadership development.

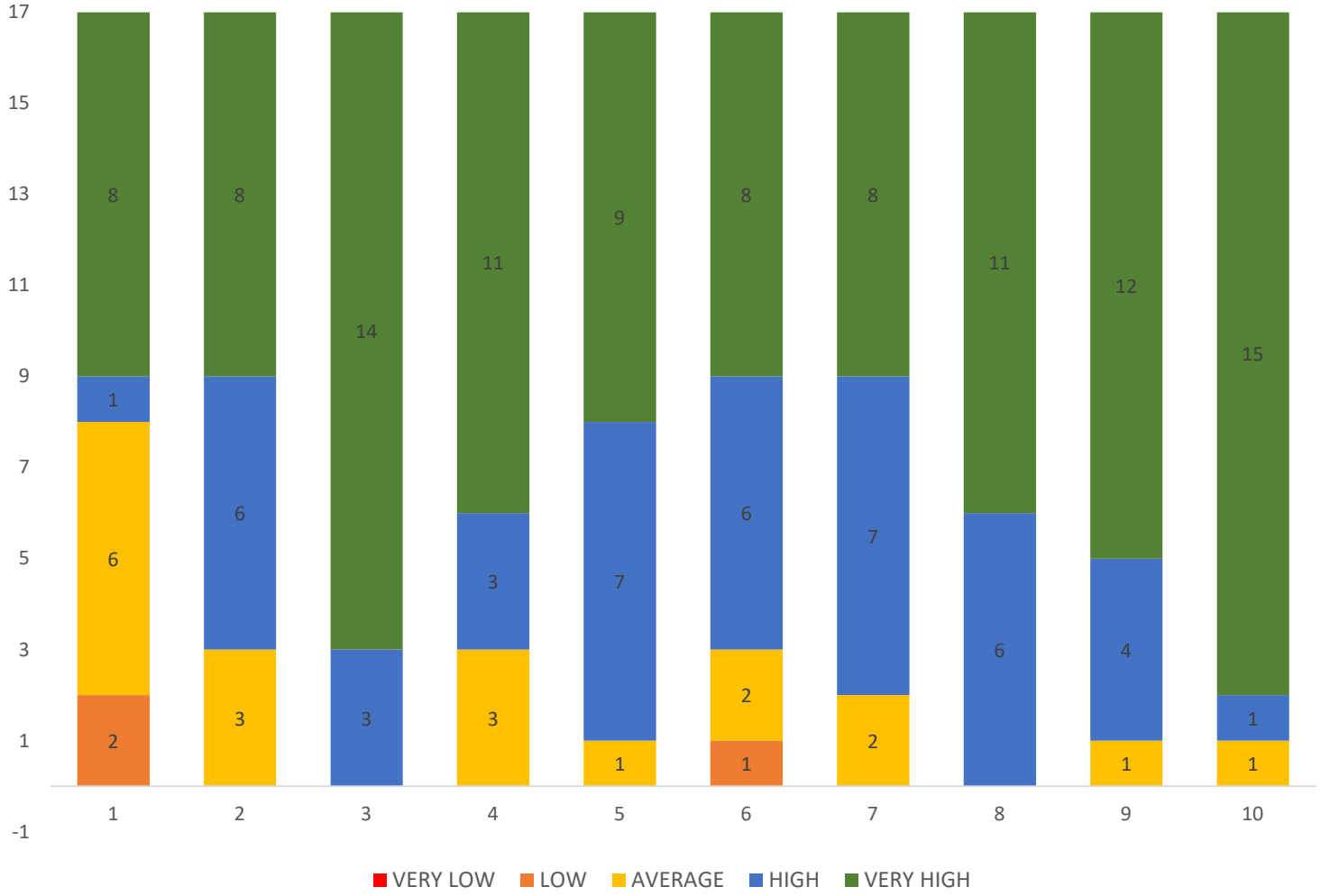
6 - The workshops' ability to encourage self-reflection on personal leadership styles.

7 - The workshops' ability to address practical applications of leadership skills in real-world scenarios.

8 - The clarity of communication and delivery by the workshop's presenters.

9 - The effectiveness of the facilitators in delivering the workshops content.

10 - The quality of materials provided, including handouts, presentations, and resources.



REMAINING QUESTIONS

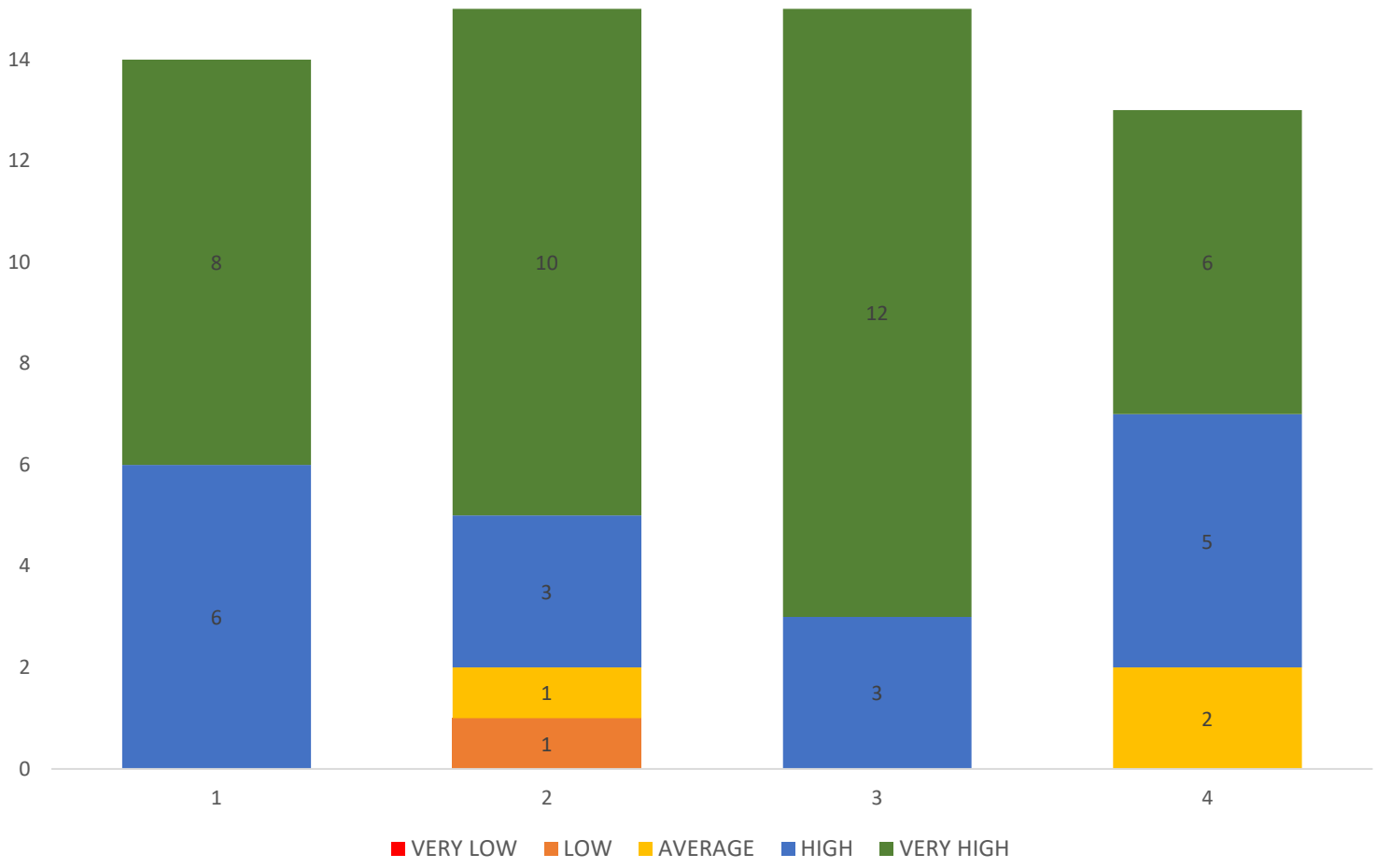
QUESTIONS

1 - How was the workshops' ability to incorporate feedback and adapt to the needs of the participants?

2 - Opportunities for Q&A and discussion during the workshops.

3 - Overall, how would you rate the impact of the leadership academy workshop on your leadership skills and knowledge about the City of Coachella's operations?

4 - What is the likeliness that you would play a volunteer role in the City of Coachella after participating in the academy?



COACHELLA CITY COUNCIL

Engineering Department
COACHELLA

INTRODUCTION TO
ECONOMIC DEVELOPMENT
COACHELLA

VOTE

IBCCES

BECOME AN

CERTIFIED AUTISM CENTER

© International Board of Credentialing and Continuing Education Standards. All rights reserved.

YOUR COMMUNITY IS ALREADY NEURODIVERSE

1 in 6 people have a sensory need

Multi-generational neurodiversity

Millions of Adults are on the spectrum

Nearly **3/4** diagnosed with a co-occurring condition

1 in 36 children diagnosed with autism

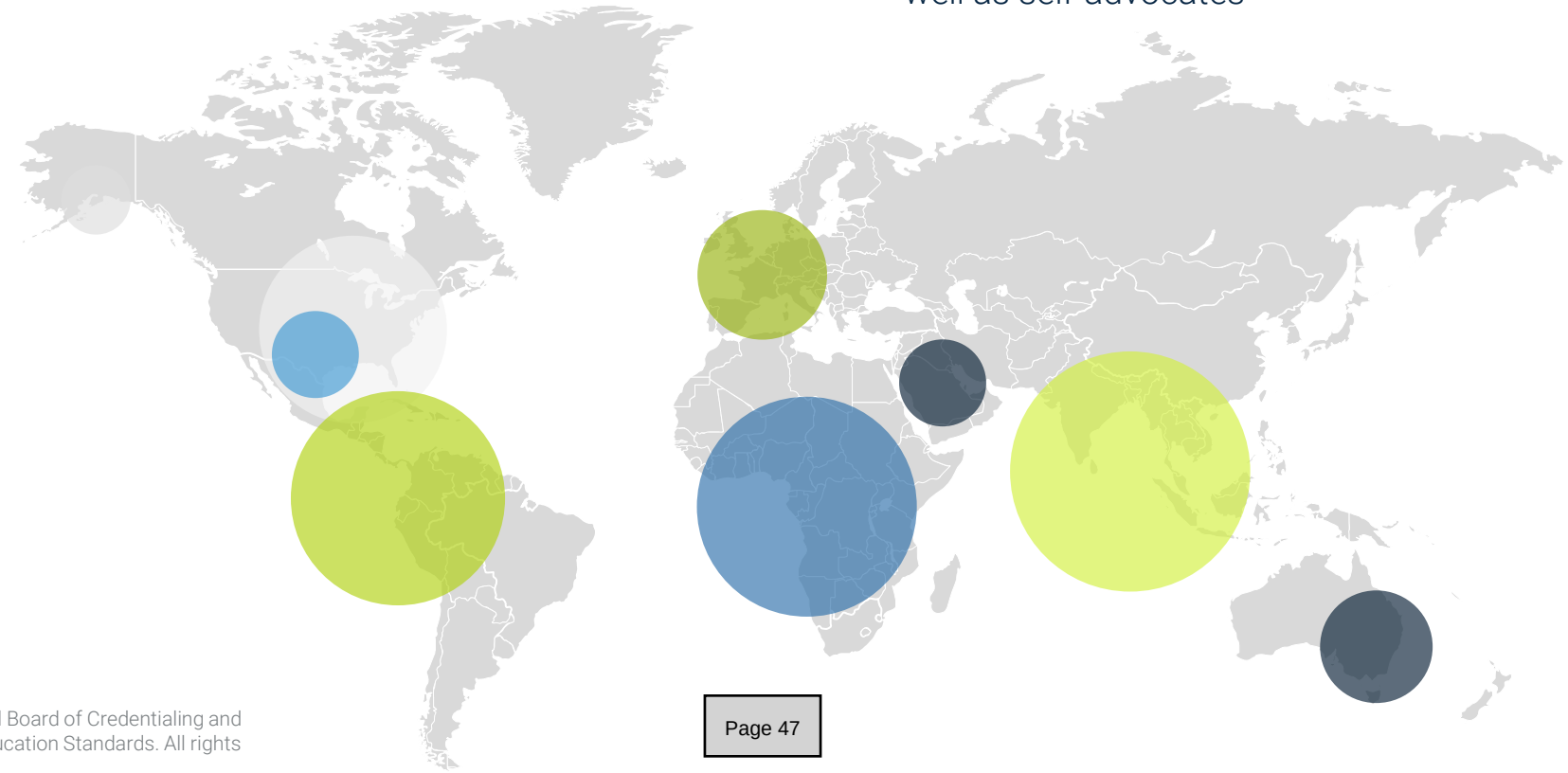
$29 BILLION spent annually by travelers with disabilities (on their own travel, not including companions)

IBCCES © International Board of Credentialing and Continuing Education Standards. All rights reserved.

IBCCES: MISSION, HISTORY + REACH

- Founded in 2001
- Mission to provide multi-disciplinary, position and industry specific training and certification to professionals to improve experience and outcomes of neurodivergent individuals

- Certification programs for healthcare, education, hospitality and corporate organizations
- Based in US, certificants in more than 100+ countries worldwide
- Board composed of clinical and subject matter experts as well as self-advocates



IBCCES

© International Board of Credentialing and Continuing Education Standards. All rights reserved.

ORGANIZATIONAL
TRAINING + CERTIFICATION PROCESS

Step 1: Each organization identifies number of managers and employees to be trained

(organizational designation requires at least 80% of staff complete training)

Step 2: Access granted to training materials, exam must be passed upon completion

(IBCCES supports with implementation, customer support, tracking, etc.)

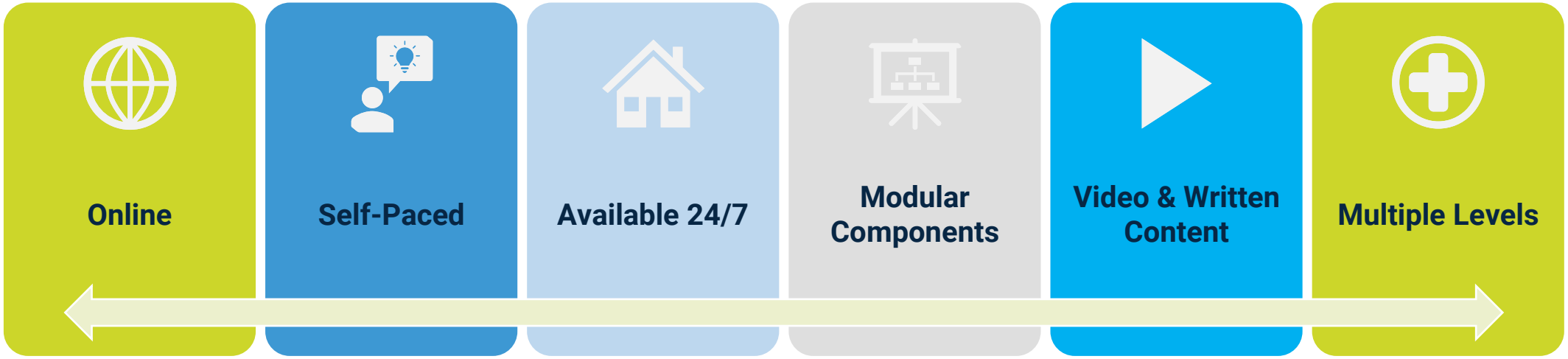
Step 3: IBCCES verification of completion & approval

Step 4: Certification issued!

Announcement of designation is planned, organization is added to the cohort of certified organizations

IBCCES © International Board of Credentialing and Continuing Education Standards. All rights reserved.

TRAINING + CERTIFICATION - DELIVERY

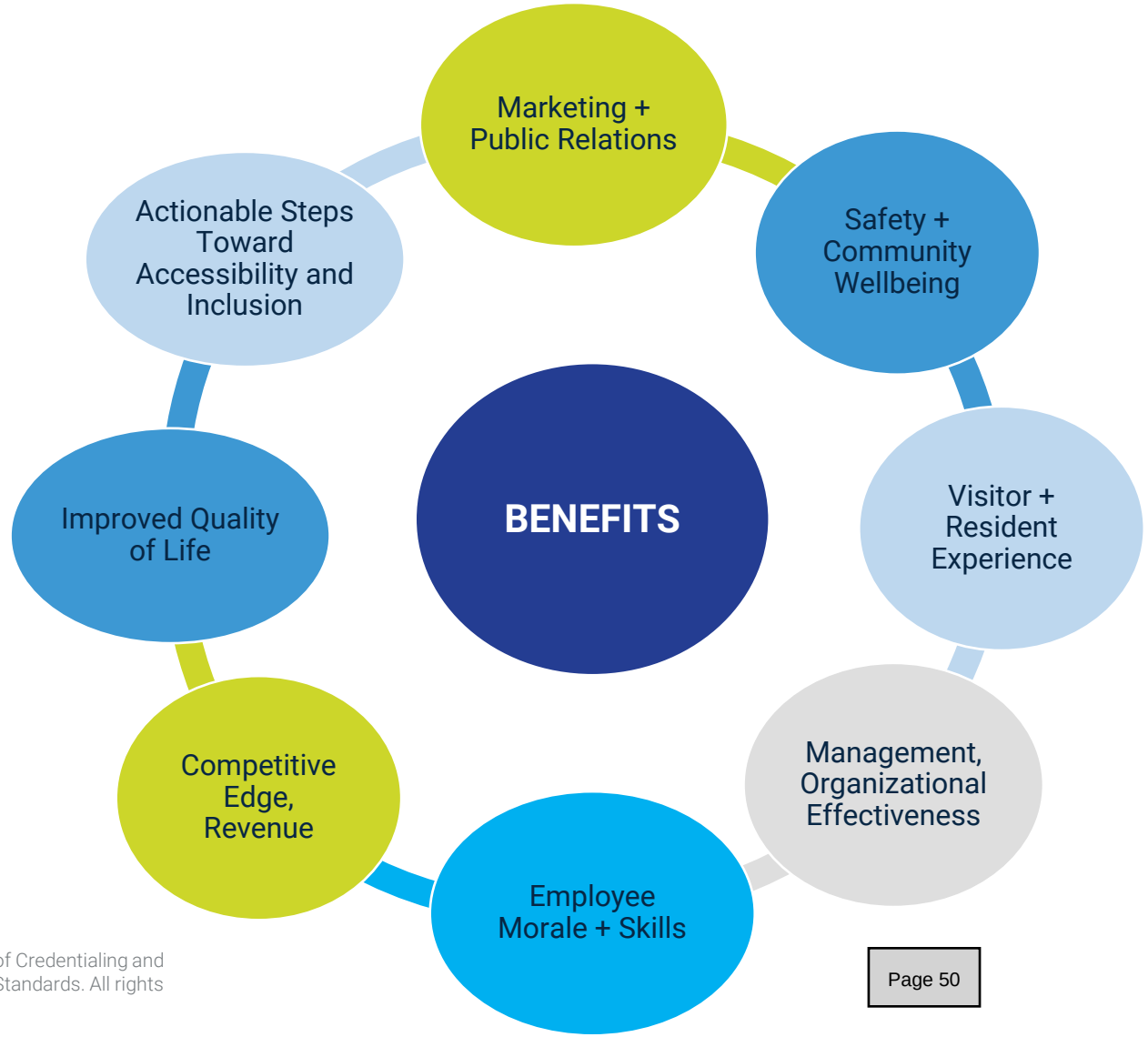


- Manager level training – 4 CE
- Staff level training - .5 CE

Content covers what autism is, common needs or characteristics, communication, basic safety, sensory needs and impacts, + autistic perspectives

IBCCES
© International Board of Credentialing and Continuing Education Standards. All rights reserved.

COMMUNITY BENEFITS



© International Board of Credentialing and Continuing Education Standards. All rights reserved.

INVESTMENT

QTY	DESCRIPTION	RATE PER UNIT	DISCOUNT PER UNIT	TOTAL
1	Certified Autism Center designation (after 80% training requirement - 34 staff)	$ 5,000.00	$ 2,500.00	$ 2,500.00
4	Manager/supervisory staff - 4 CE autism sensitivity and awareness training	$ 99.00	$ 40.00	$ 236.00
39	Staff training - public facing - 30min general autism sensitivity & awareness training	$ 50.00	$ 32.00	$ 702.00
			TOTAL BEFORE DISCOUNT	$ 7,346.00
			TOTAL DISCOUNTS	$ 3,908.00
			TOTAL	$ 3,438.00

- *Covers all training, certification, and ongoing support for 2 years*
- *Every 2 years, renewal must be completed (pricing will be honored), staff complete updated training, and CAC must be renewed to stay certified*

© International Board of Credentialing and Continuing Education Standards. All rights reserved.

THANK YOU!

Questions?

Meredith@IBCCES.org

© International Board of Credentialing and Continuing Education Standards. All rights reserved.

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

November 13, 2024
5:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

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

- 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.

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 5:01 p.m.

ROLL CALL:

Present: Councilmember Dr. Figueroa, Councilman Delgado, Councilmember Galarza (arrived at 6:00 p.m.), Mayor Pro Tem Virgen, and Mayor Hernandez

City Clerk

Absent: City Treasurer

APPROVAL OF AGENDA:

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

Motion: To approve the agenda

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Hernandez
Approved: 4-0, Unanimous roll call vote:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6:
   City Labor Negotiator: City Manager Gabriel Martin
   Employee Organization: Teamsters Local 1932 Representing All the Employee Groups

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

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

PLEDGE OF ALLEGIANCE:

The City Clerk led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

Direction given; no reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

2. Rancho Las Flores Park Update Presentation

3. Mission Asset Fund - Coachella Immigrant Families Recovery Program Presentation

Councilmember Figueroa stepped away at 6:49 p.m. and returned at 6:50 p.m.

4. Coachella Prospera Update Presentation

Correction from Prospera to Promise

WRITTEN COMMUNICATIONS:

None

CONSENT CALENDAR:

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

5. Regular Meeting Minutes of October 23, 2024, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation

6. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of November 13, 2024, $3,995,019.76

7. Approve Amendment #4 to the Professional Services Agreement with Angenious Engineering Services, Inc. in the Amount of $121,000.76 to Provide Professional Engineering Services for the Avenue 50 Bridge over the Whitewater Channel Project, City Project ST-69

8. Authorize a Community-Based Grant to Coachella Valley High School in the Amount of $1,000 to Help Fund its Cheer Team

9. Authorize a Community-Based Grant to Habitat for Humanity of the Coachella Valley (HFHCV) in the Amount of $1,000 to Help Fund its Housing Insecurity Prevention Program

10. Award Professional Services Agreement to DeAztlan Consulting for the Management of the Coachella Prospera Social Media Channels and Website for the City of Coachella in the Amount of $114,000

11. Adopt Ordinance No. 1216 approving Change of Zone (CZ) No. 24-07 2nd Reading to pre-zone 51 parcels currently in unincorporated Riverside County "Pocket 7" to City of Coachella zoning designations of Residential Estate (R-E) and General Commercial (C-G); Applicant: City of Coachella (Second Reading)

12. Resolution No. 2024-60 A Resolution of the City Council of The City of Coachella Authorizing the City of Coachella to Enter into an Agreement with the State of California Department of Water Resources to Receive Funds for the Support of a Stannous Chloride Pilot Project and Authorizing the City Manager to Execute the Agreement on Behalf of the City of Coachella

13. Approve Lease Agreement with Tata's Bakery Company for the City-Owned Facility (Formerly the Sunline Bus Hub) Located at 790 Vine Avenue in the Downtown Pueblo Viejo District

14. Approve a new lease between the City of Coachella and Coachella Valley Boxing Club & Fitness Center, Inc. for the 51-301 Douma Street facility; authorizing City Attorney to make minor non-substantive changes.

15. Authorize City Manager to Execute a Lease Agreement with the Latino Equity Advocacy & Policy Institute for Office Space at City Hall.

16. Approve Vehicle Leases for FY 2024/25 with Enterprise Fleet Management Inc.

    (1) Authorize the City Manager to approve the Lease Rate Quotes for: twelve (12) Ford F-150 units and one (1) Ford Explorer from Enterprise Fleet Management, Inc.

    (2) Authorize FY 24/25 Appropriation of $70,000.00 for Safety Lighting of new units.

Staff provided a revised staff report

17. Authorize Contract Amendment #1 for Coachella Sanitary District Headworks Screening Improvement Project S – 29 in the Amount not to Exceed $53,050.00

18. Authorize Addendum No 4: Professional Additional Engineering Services for Water Systems Consolidation of Mesquite Water Mutual Association, City Project No. W-32 for the Total Amount of $19,400

19. Adopt Resolution No. 2024-61 Authorizing State of California Cannabis Equity Act Grant Funding

Councilmember Dr. Figueroa requested to pull items #10 and #13

Mayor Hernandez stepped away at 7:48 p.m. and returned at 7:58 p.m.

Motion: To approve the Consent Calendar excluding item #13

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
Approved: 5-0, Unanimous roll call vote:

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

NOES: None
ABSTAIN: None
ABSENT: None

Motion: To approve item #13

Made by: Councilman Galarza
Seconded by: Mayor Pro Tem Virgen
Approved: 4-1-0

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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

20. Ordinance No. 1217 - An Ordinance Increasing Compensation of the Elected City Clerk and the City Treasurer Positions (First Reading)

Motion: To approve the Ordinance No. 1217- An Ordinance Increasing Compensation of the Elected City Clerk and the City Treasurer Positions (First Reading)

Made by: Mayor Hernandez
Seconded by: Mayor Pro Tem Virgen
Approved: 5-0, Unanimous roll call vote:

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

With the time being after the 8:00 p.m. and per Resolution No. 2019-34, Public Comments were moved up after item #20 on page 5.

None

21. Authorize the City Manager to Execute a Professional Service Agreement with Colleen Edwards, Inc. for the Coachella Youth Cultural Center to Provide Conceptual Design Services in the Amount of $29,700

Motion: To approve the City Manager to Execute a Professional Service Agreement with Colleen Edwards, Inc. for the Coachella Youth Cultural Center to Provide Conceptual Design Services in the Amount of $29,700

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

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

Councilmember Galarza stepped away at 8:12 p.m. and returned at 8:14 p.m.

Councilmember Dr. Figueroa stepped away at 8:13 p.m. and returned at 8:13 p.m.

Mayor Pro Tem Virgen stepped away at 8:15 p.m. and returned at 8:19 p.m.

22. Approve Resolution No. 2024-62 - Approving the Creation and Funding for a Full-Time Executive Assistant Position in the City Manager's Department

Motion: To approve Resolution No. 2024-62 - Approving the Creation and Funding for a Full-Time Executive Assistant Position in the City Manager's Department

Made by: Councilmember Galarza
Seconded by: Mayor Pro Tem Virgen
Approved: 5-0, Unanimous roll call vote:

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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

23. Annexation Request to LAFCO for the Western Annexation Area (Pocket 7 and Mesquite Areas) and Adoption of a Negative Declaration for EA No. 24-02:

(1) Adopt Resolution No. 2024-56 Approving a Negative Declaration for EA No. 24-02 for the Western Annexation; and

(2) Adopt No. Resolution No. 2024-53 Requesting the Riverside Local Agency Formation Commission (LAFCO) to take Proceedings for the Annexation of 388 Acres of Land Located South of Avenue 50, North of Avenue 52, East of Jackson Street and East and West of Calhoun Street

Mayor Hernandez opened the public hearing at 8:54 p.m. and closed the public hearing at 8:54 p.m.

Motion: To adopt (1) Resolution No. 2024-56 Approving a Negative Declaration for EA No. 24-02 for the Western Annexation; and (2) Resolution No. 2024-53 Requesting the Riverside Local Agency Formation Commission (LAFCO) to take Proceedings for the Annexation of 388 Acres of Land Located South of Avenue 50, North of Avenue 52, East of Jackson Street and East and West of Calhoun Street

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

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

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

With the time being after the 8:00 p.m. and per Resolution No. 2019-34, Public Comments were moved up after item #20 on page 5.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 9:17 p.m.

_____
Angela Zepeda
City Clerk

apChkLst
11/13/2024 2:27:13PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2451	9/17/2024	48066	US BANK	Sta 8/26/24	8/26/2024	ACC XXXX-XXXX-XXXX-0925,	11,541.24	11,541.24
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		11,541.24

1 checks in this report.

Grand Total All Checks: 11,541.24

Date: **September 17, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
11/06/2024 9:24:04AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121060	11/6/2024	52650	PALMS TO PINES PRINTING A	1029COCTUCM	11/5/2024	DEPOSIT- STAINLESS STEEL	9,000.00	9,000.00
						Sub total for WELLS FARGO BANK:		9,000.00

1 checks in this report.

Grand Total All Checks: 9,000.00

Date: **November 6, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
11/12/2024 9:16:53AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2436	11/13/2024	52366	ALTA LANGUAGE SERVICES, I	IS749262	10/31/2024	OCT2024 SPANISH LISTENIN	58.00	58.00
2437	11/13/2024	54859	AMAZON CAPITAL SERVICES,	1X3N-F444-9XX	9/13/2024	LG 2023 GRAM 17" WQXGA IF	1,416.25	
				1CLR-9GX3-17M	10/21/2024	LG GRAM 17Z90S-G 2024 BUS	1,295.87	
				1H9T-GHC1-17H	10/21/2024	LG GRAM 17Z90S-G 2024 BUS	1,295.87	
				17G4-PJQD-NG	11/1/2024	LG GRAM 17 ULTRA-THIN BU	1,200.16	
				1P93-KMXR-741	10/20/2024	WORKCENTRE 6515 TONER	99.16	
				1W1G-4KMT-TN	10/23/2024	TRUE IMAGE COMPATIBLE T	72.85	5,380.16
2438	11/13/2024	49989	ANDREAS LLC	87663	11/6/2024	ECONOMIC DEV SECURITY V	456.98	
				87662	11/6/2024	ECONOMIC DEVELOPMENT E	345.60	
				87639	11/6/2024	BUSINESS CARDS: N. NOVO/	278.32	1,080.90
2439	11/13/2024	53218	ASSOCIATION OF CALIFORNI	2025 Dues	10/30/2024	2025 ACWA MEMBERSHIP DU	21,110.00	21,110.00
2440	11/13/2024	45929	BECK OIL, INC.	139551	10/31/2024	PE10/31 GRAFFITI DEPT FUE	162.41	162.41
2441	11/13/2024	43862	BRENNTAG PACIFIC, INC	BPI467513	10/14/2024	APPLIED CREDIT INV #BPI467	3,385.76	3,385.76
2442	11/13/2024	44713	FARMER BROTHERS CO.	95676471	11/4/2024	COFFEE	724.88	724.88
2443	11/13/2024	49100	GOLDMAN, RONALD A.	Oct2024	10/31/2024	OCT2024 SVCS: KPC, LA ENT	6,237.00	6,237.00
2444	11/13/2024	00207	GRAINGER INC	9267838101	10/2/2024	TRASH BAGS	243.35	243.35
2445	11/13/2024	00996	HOME DEPOT	2011054	10/1/2024	HUSKY WATERING HOSE, PR	476.41	476.41
2446	11/13/2024	55651	SEEK PERSONNEL STAFFING	001866	10/14/2024	WE 10/13: I. HERNANDEZ	2,024.00	2,024.00
2447	11/13/2024	48436	UNIVAR SOLUTIONS USA INC.	52485434	10/10/2024	SODIUM HYPOCHLORITE	10,967.85	10,967.85

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2448	11/13/2024	51697	WESTERN WATER WORKS SU	1409992-02	9/19/2024	APPLIED CREDIT INV #14101:	6,918.42	
				1409992-01	9/18/2024	APPLIED CREDIT INV #14101(	6,636.44	
				1410127-01	10/9/2024	6X4X2-1/2 DI HYD 6H DI CAPS	6,524.68	
				1409438-01	10/8/2024	3/4" X 1" METER BUSHING	2,979.75	
				1410127-02	10/10/2024	1 ANGLE BALL MTR VLV FIP	1,653.00	
				1410065-01	9/16/2024	4TT J&R TRIANGULAR VLV B(	1,465.41	
				1410300-00	10/23/2024	6X12 SS REPAIR CLAMP	1,100.98	
				1410214-00	10/8/2024	1-1/2 ADAPTER FIP X QJ 110 (	661.85	
				1409522-03	10/23/2024	1" IPS PE GRIPPER RING, ET(	429.57	
				1407828-04	10/23/2024	90 CPLG QJ 110 COMP CTS	325.17	
				1410360-00	10/25/2024	SS BOLT W/ BLUE NUT SET, I	316.68	
				1410100-00	9/18/2024	4TT J&R TRIANGULAR VLV B(	265.90	
				1410257-00	10/10/2024	1X100 PE IPS ID PIPE SIDR-7	219.68	
				1410257-01	10/17/2024	3/8" X 50FT LONG HVY DUTY	212.28	
				1407828-03	10/17/2024	3/4 90 ADAPTER FIP X QJ 110	114.85	
				1407828-02	10/8/2024	90 ADAPTER FIP QJ 110 CTS	57.42	29,882.08
2449	11/13/2024	54272	WILLDAN	002-33205	11/1/2024	OCT2024 BLDG AND SAFETY	23,351.25	23,351.25
2450	11/13/2024	00384	WILLDAN FINANCIAL SERVICE	010-60030	10/18/2024	PE9/27 COST ALLOCATION PI	2,020.00	2,020.00
						T FOR WELLS FARGO BANK -SEPARATE CHECK:		107,104.05

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121061	11/13/2024	56067	AGUILERA, MIGUEL	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121062	11/13/2024	43204	BPS TACTICAL, INC.	24042041	10/24/2024	SHERIFF'S LOAD BEARING M	899.71	899.71
121063	11/13/2024	56087	CASILLAS, MARIA E.	Trvl Exp 10/27-3	10/31/2024	TRVL EXP 10/27-30, CALPERS	892.59	892.59
121064	11/13/2024	56068	CASTILLO, KAYLA	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121065	11/13/2024	53977	CEJA, JASMIN	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121066	11/13/2024	53220	COACHELLA ACE HARDWARE	7944/1	10/17/2024	CLN VINEGAR EUCLYP, GUM	72.57	72.57
121067	11/13/2024	55769	COLOSSAL STRUCTURAL STE	1364	10/31/2024	RMV'D POLES/DAMAGED FEN	9,000.00	9,000.00
121068	11/13/2024	52375	CORE & MAIN LP	V738214	10/4/2024	INSTA-TITE IPS PE GRIP RING	244.00	
				V463406	10/8/2024	2X3/4 BRASS BUSHING NL, E	139.18	
				V763131	10/4/2024	1-1/2 SS INSERT IPS SDR11	130.87	514.05
121069	11/13/2024	09950	CVWD	Sept 2024	10/1/2024	CN 332543, SEPT2024 WELL I	50,834.71	50,834.71
121070	11/13/2024	09950	CVWD	20139	7/15/2024	CV SALT AND NUTRIENT MNG	30,319.02	
				20249	9/3/2024	FY24/25 CV WATER COUNTS	17,500.00	
				20156	7/16/2024	FY 2024 CVRWMG PROGRAM	14,990.19	
				20124	7/12/2024	SGMA ANNUAL REPORT WAT	14,491.59	
				20161	7/16/2024	USBR WATERSMART WATER	6,723.63	
				20133	7/15/2024	LAND SUBSIDENCE STUDY	4,676.11	
				20151	7/16/2024	USBR DROUGHT RESILIENCY	3,937.63	
				20121	7/12/2024	RVW METHODS ASSESSING	2,858.72	
				20110	7/11/2024	MODEL TRANSFER SUPPORT	471.59	
				20118	7/12/2024	CV-SNMP TECHNICAL ADVISO	372.46	
				20150	7/16/2024	TAC INDEPENDENT EXPERT	144.06	96,485.00
121071	11/13/2024	02115	CWEA	App Fee-EB	10/28/2024	APP FEE- CSM4 CERT: EDGA	254.00	254.00
121072	11/13/2024	54602	DE FRANCISCO SHEK, ANDRE	24022	9/3/2024	RESIZED ICSC AD FOR BOOT	150.00	150.00
121073	11/13/2024	49859	DEAZTLAN CONSULTING, LLC	2024-31	11/4/2024	LAFCO SPHERE OF INFLUEN	10,534.09	
				2024-27	9/25/2024	REDESIGN THE PROSPERA L	2,200.00	12,734.09
121074	11/13/2024	12870	DEPARTMENT OF JUSTICE	768382	10/3/2024	SEPT2024 FINGERPRINTS	147.00	147.00
121075	11/13/2024	47952	DESERT LIVE SCAN	4434	10/28/2024	OCT2024 FINGERPRINT SVCS	75.00	75.00
121076	11/13/2024	53007	DESERT PROMOTIONAL &	101229	11/1/2024	JUMBO MAGNETIC CLIP & CA	3,142.58	
				99519	7/18/2024	COACHELLA PROMISE POLO	118.54	3,261.12
121077	11/13/2024	54599	DESERT STAR WEEKLY	11660	2/2/2024	2/2 PUBLIC HRNG: HOME ENI	170.78	170.78
121078	11/13/2024	50551	DIV. OF THE STATE ARCHITE	2024	11/5/2024	2024 DISABILITY ACCESS & E	371.20	371.20
121079	11/13/2024	55527	DOKKEN ENGINEERING	47254	10/4/2024	PE9/30 GRPFRT/AIRPORT BL	5,270.00	5,270.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121080	11/13/2024	55683	DUDEK	202403497	5/21/2024	PE4/26 CSD HEADWORKS SC	24,777.50	
				202403211	5/9/2024	PE3/29 CSD HEADWORKS SC	20,014.17	
				202406926	8/28/2024	PE7/26 CSD HEADWORKS SC	16,769.56	
				202408818	10/23/2024	PE9/27 DEVELOPMENT OF W	10,633.75	
				202404776	6/27/2024	PE5/24 CSD HEADWORKS SC	5,465.00	
				202408815	10/23/2024	PE9/27 WELL #16 REHAB SVC	2,320.00	
				202405901	7/31/2024	PE6/30 CSD HEADWORKS SC	2,150.00	82,129.98
121081	11/13/2024	56069	DURAZNO GUTIERREZ, MAYR	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121082	11/13/2024	56070	FELIX, TANIA	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121083	11/13/2024	56071	GALAVIZ-COLIN, GALILEO	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121084	11/13/2024	55660	GANNETT CALIFORNIA LOCAI	0006710536	9/30/2024	SEPT2024 PUBLISHED ADS	3,347.11	3,347.11
121085	11/13/2024	55592	GODINEZ, MARTIN	Scholarship	11/5/2024	2024 CYSA SCHOLARSHIP- A	50.00	50.00
121086	11/13/2024	01864	HAAKER EQUIPMENT COMPA	C1ADSQ	10/2/2024	QUICK CLAMP 6"-7"	130.50	130.50
121087	11/13/2024	54740	HEPTAGON SEVEN CONSULT	20240905	9/30/2024	PE9/30 LNDSCPE IMPRVMNT	7,080.00	7,080.00
121088	11/13/2024	44709	HOUSTON & HARRIS PCS, IN(	24-26299	10/17/2024	10/15 VIDEO PIPE INSPECTIC	2,590.00	2,590.00
121089	11/13/2024	20450	IMPERIAL IRRIGATION DISTRI	50408460-OT24	10/30/2024	AC50408460, 9/26-10/28, WEL	16,299.17	
				50434217-OT24	10/30/2024	AC50434217, 9/26-10/28	79.64	
				50459796-OT24	10/30/2024	AC50459796, 9/26-10/28	76.10	
				50522793-OT24	10/30/2024	AC50522793, 9/26-10/28, SCAI	57.52	
				50459795-OT24	10/30/2024	AC50459795, 9/26-10/28	56.60	
				50217597-OT24	11/5/2024	AC50217597, 10/3-31	48.13	
				50459819-OT24	10/30/2024	AC50459819, 9/26-10/28	39.54	
				50035836-OT24	11/5/2024	AC50035836, 10/3-31, WELL #	29.37	16,686.07
121090	11/13/2024	55169	INDUSTRIAL HEALTH MEDICA	00012673	10/25/2024	OCT2024 PHYSICAL SVC	60.00	
				00012809	10/31/2024	OCT2024 DRUG TEST SVCS	55.00	115.00
121091	11/13/2024	53801	INFOSEND, INC.	273988	10/31/2024	SEPT-OCT2024 UTILITY BILLI	5,323.21	5,323.21
121092	11/13/2024	44767	KUNA FM	704667-1	10/31/2024	10/5-31 AD SPOT: MEASURE	2,650.00	
				704681-1	10/31/2024	10/5-31 AD SPOT: MOVIES IN	1,675.00	4,325.00
121093	11/13/2024	44767	KUNA FM	704681-2	11/3/2024	11/1 AD SPOT: MOVIES IN TH	75.00	75.00
121094	11/13/2024	45051	LAMAR OF PALM SPRINGS	116464691	10/28/2024	10/28-11/24 AD: X-MAS PARAI	1,273.00	
				116464693	10/28/2024	10/28-11/24 AD: X-MAS PARAI	845.45	2,118.45
121095	11/13/2024	45257	LIEBERT CASSIDY WHITMORI	278035	9/30/2024	PE9/30: #CO015-00010	2,525.00	2,525.00
121096	11/13/2024	24600	LOPES HARDWARE	757	8/14/2024	2001 LOCKS, PVC GLUE, 1GA	732.12	732.12
121097	11/13/2024	56072	MAGANA, RAMIRO	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121098	11/13/2024	56073	MAGANA, RAMIRO ANGEL	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121099	11/13/2024	49857	MANPOWER US INC.	38990407	10/6/2024	WE 10/6: DURAN+VARGAS	3,065.93	
				39003518	10/13/2024	WE 10/13: DURAN+VARGAS	2,860.92	5,926.85
121100	11/13/2024	56074	MEDINA, EUNICE RUTH	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121101	11/13/2024	56075	MEZA, JOSE	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121102	11/13/2024	56084	NUNEZ, CARLOS ALBERTO	Stipend	11/5/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121103	11/13/2024	56076	NUNEZ, JESUS	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121104	11/13/2024	56085	NUNEZ, YESSICA PAOLA	Stipend	11/5/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121105	11/13/2024	56077	ORDORICA, VANESSA	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121106	11/13/2024	56090	PACIFIC SOUTHWEST COMM	07832	7/1/2024	1/1-7/1 TCC PROGRAM SVCS	8,000.00	8,000.00
121107	11/13/2024	56078	PENA MARTINEZ, BETHZAIRA	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121108	11/13/2024	08050	PETTY CASH	Ck 11/13/24	11/7/2024	VOUCHER 4292-4307, 3/7-11/6	967.22	967.22
121109	11/13/2024	42759	PROPER SOLUTIONS, INC.	16517	10/25/2024	WE 10/25: AHUMADA+LORED	3,071.20	
				16518	10/25/2024	WE 10/25: J. MUNOZ	1,692.80	
				16519	10/25/2024	WE 10/25: J. BELTRAN	1,581.56	6,345.56
121110	11/13/2024	56088	RAMIREZ-RUIZ, ALAN ALBERT	Scholarship	11/5/2024	2024 YOUTH CHEER SCHOLA	70.00	70.00
121111	11/13/2024	56079	RAYGOZA, JACLYN ALYSSA	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121112	11/13/2024	54500	RELIABLE TRANSLATIONS CC	29257	10/29/2024	10/29 RESIDENT ENGMNT AC	319.55	
				29285	10/31/2024	10/31 DOCUMENT TRANSLAT	75.00	394.55
121113	11/13/2024	52995	RM BROADCASTING, LLC	IN-1241032934	10/31/2024	10/2-31 AD SPOT: MOVIES IN	1,400.00	1,400.00
121114	11/13/2024	44161	ROBERT HALF	64248157	10/29/2024	WE 10/25: I. GOMEZ	1,766.40	1,766.40
121115	11/13/2024	56080	ROBLES-VASQUEZ, LORENA	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121116	11/13/2024	56081	SERRATO, RAMON	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121117	11/13/2024	55790	SILVERADO TOWING	3673	11/6/2024	11/4 TOWING- 45800 DILLON	150.00	150.00
121118	11/13/2024	47319	SPARKLETTS	9467308 102424	10/24/2024	OCT2024 WATER @ SANITAR	192.82	192.82
121119	11/13/2024	55590	STANDARD INSURANCE COM	Nov2024	10/21/2024	NOV2024 LIFE/AD&D/STD/LTD	6,345.01	
				Nov2024	10/21/2024	NOV2024 LIFE/AD&D PREMIU	601.60	6,946.61
121120	11/13/2024	55659	STAPLES	6012535448	9/25/2024	TRAYMORE BLACK LUXURA (	782.91	
				6012535443	9/25/2024	BROWN EXEC BONDED ALTC	726.54	
				6012535464	9/25/2024	BROWN EXEC BONDED ALTC	-363.27	1,146.18
121121	11/13/2024	00582	STATE WATER RESOURCES (	Rnwl App-PS	10/28/2024	GRD II CERT RNWL APP: P. S	203.00	
				Rnwl App-RH	10/23/2024	GRD V CERT RNWL APP: R. H	149.00	352.00
121122	11/13/2024	54550	TBU INC.	50563	10/14/2024	RPR'D WTR VALVE & MAIN BF	14,016.10	
				50614	10/23/2024	RPR'D WTR LEAK @ 53760 SI	7,245.11	21,261.21
121123	11/13/2024	51093	T-MOBILE USA, INC.	9582658146	10/10/2024	8/29 AREA DUMP	600.00	
				9584497631	10/28/2024	10/15-11/5 GPS LOCATE	115.00	715.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121124	11/13/2024	56086	VILLALOBOS, MIA JOLIE	Stipend	11/5/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121125	11/13/2024	56082	VILLARREAL, ANGELICA RUB'	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121126	11/13/2024	49778	WEST COAST ARBORISTS, IN	1-10494	10/1/2024	9/30 TREE MAINT @ 87075 AV	5,475.00	5,475.00
121127	11/13/2024	44203	WEST COAST SAND & GRAVE	766083	9/12/2024	CLASS 2 AGGREGATE BASE	1,873.69	
				766082	9/11/2024	FILL SAND	348.69	2,222.38
121128	11/13/2024	56089	ZAMORA, LIZETTE	Refund	11/6/2024	DUPLICATE PRKNG CITATION	52.50	52.50
121129	11/13/2024	56083	ZAPATA, YAVONNE LECHAY	Stipend	11/4/2024	COACHELLA RESIDENT ENG/	250.00	250.00

Sub total for WELLS FARGO BANK: 376,993.54

84 checks in this report.

Grand Total All Checks: 484,097.59

Date: **November 13, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
11/14/2024 10:06:45AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2452	11/14/2024	54432	US BANK N.A.	2711680	10/10/2024	COACHELLA LEASE REV BDS	142,365.63	142,365.63
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		142,365.63

1 checks in this report.

Grand Total All Checks: 142,365.63

Date: **November 14, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
11/19/2024 10:25:43AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121130	11/20/2024	56095	CAPITAL BUILDING SERVICES	Ref000247460	11/17/2024	UB Refund Cst #00053484	615.88	615.88
121131	11/20/2024	56100	CUEVAS, OSWALDO	Ref000247466	11/17/2024	UB Refund Cst #00058845	82.02	82.02
121132	11/20/2024	56096	GRIJALVA, MATHEW	Ref000247461	11/17/2024	UB Refund Cst #00053705	72.98	72.98
121133	11/20/2024	56094	LUGO, IDANIA	Ref000247459	11/17/2024	UB Refund Cst #00017121	10.01	10.01
121134	11/20/2024	56097	PULTE GROUP CO, LLC	Ref000247463	11/17/2024	UB Refund Cst #00057816	64.06	64.06
121135	11/20/2024	56098	PULTE GROUP CO, LLC	Ref000247464	11/17/2024	UB Refund Cst #00058027	52.05	52.05
121136	11/20/2024	56099	PULTE GROUP CO, LLC	Ref000247465	11/17/2024	UB Refund Cst #00058028	7.75	7.75
121137	11/20/2024	56057	SOLIZ, ADRIANNA	Ref000247462	11/17/2024	UB Refund Cst #00053866	70.00	70.00
						Sub total for WELLS FARGO BANK:		974.75

8 checks in this report.

Grand Total All Checks: 974.75

Date: **November 20, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2453	11/20/2024	54859	AMAZON CAPITAL SERVICES,	1WY7-QJMQ-D	11/5/2024	HPE NETWORKING INSTANT	739.49	
				1TG3-JWWP-9	11/14/2024	THE CIMPLE CO BNC CABLE,	459.68	
				1YLF-1MCG-FP	11/5/2024	HP 148A BLK LASERJET TON	405.23	
				1L91-MM9Q-1G	10/21/2024	APC UPS BATTERY REPLACE	103.29	
				1KVF-3VVQ-WM	11/10/2024	CLEAR SHEET PROTECTORS	53.91	1,761.60
2454	11/20/2024	49989	ANDREAS LLC	87672	11/11/2024	BUSINESS CARDS: J. TORRE	136.93	136.93
2455	11/20/2024	44036	DE LAGE LANDEN PUBLIC	83249156	11/11/2024	ACC #1338330, COLOR COPI	216.41	216.41
2456	11/20/2024	53389	DESERT CONCEPTS CONSTR	5	10/9/2024	PE7/16 PUEBLO VIEJO SUST	392,921.95	392,921.95
2457	11/20/2024	43672	DESERT VALLEY SERVICES IN	650832	11/4/2024	NITRILE GLOVES	94.62	94.62
2458	11/20/2024	00996	HOME DEPOT	2014825	10/31/2024	XP46R RECHARGEABLE FLA	167.86	167.86
2459	11/20/2024	53780	JACOBSSON ENGINEERING	374-001	10/15/2024	PE10/25 MESQUITE WATER C	422,636.57	422,636.57
2460	11/20/2024	55651	SEEK PERSONNEL STAFFING	001890	10/28/2024	WE 10/27: I. HERNANDEZ	1,619.20	1,619.20
2461	11/20/2024	48436	UNIVAR SOLUTIONS USA INC.	52526688	10/28/2024	SODIUM HYPOCHLORITE	832.05	
				52526687	10/28/2024	SODIUM HYPOCHLORITE	808.27	1,640.32
2462	11/20/2024	51697	WESTERN WATER WORKS SI	1410236-00	11/1/2024	PVC GATE VALVE SOC EPDM	763.43	
				1410336-00	10/23/2024	SOFT COPPER TUBING 60FT	672.08	1,435.51
						T FOR WELLS FARGO BANK -SEPARATE CHECK:		822,630.97

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121138	11/20/2024	52723	BRIGHT EVENT RENTALS, LL(	817062	10/30/2024	10/29 TENT+ASTROTURF+CH	3,468.75	3,468.75
121139	11/20/2024	55591	CICCS TRUST	2024-11	11/5/2024	NOV2024 CICCS TRUST EAP	171.90	171.90
121140	11/20/2024	53220	COACHELLA ACE HARDWARE	8054/1	11/4/2024	PLSTC BUCKET 5G WHT, ET(	43.99	
				7599/1	8/15/2024	DIAB RECIP 9" 8/14T 5PK	30.44	
				7651/1	8/27/2024	PACKAGE TAPE CLR	19.54	
				8049/1	11/4/2024	NO SMOKING DECAL, ETC	15.40	
				7427/1	7/13/2024	ELEC TAPE	15.20	
				7553/1	8/8/2024	CAPS GLV 3/4"	4.34	128.91
121141	11/20/2024	56093	COACHELLA VALLEY CHRISTI	102924	11/7/2024	10/29 MESQUITE COMMUNIT	500.00	500.00
121142	11/20/2024	56092	COACHELLA VALLEY USD	0001	10/29/2024	COACHELLA PROMISE STUD	448,488.83	448,488.83
121143	11/20/2024	44959	COMPUTER CONSULTANTS, I	39037	11/10/2024	11/6 NINJA ACCT SET-UP	62.50	62.50
121144	11/20/2024	56091	COUNTY OF RIVERSIDE	Deposit	11/7/2024	LAFCO ANNEX APP- MAP & LI	1,000.00	1,000.00
121145	11/20/2024	48603	CV STRATEGIES	8095	10/7/2024	SEP2024 STRATEGIC COMM	15,118.75	
				8119	11/6/2024	MEASURE Y POSTCARDS	14,943.59	
				8120	11/6/2024	OCT2024 STRATEGIC COMM	3,856.25	33,918.59
121146	11/20/2024	02115	CWEA	DF-12/31/24	11/4/2024	12/31 CERT RNWL CSM2: D. F	111.00	111.00
121147	11/20/2024	53007	DESERT PROMOTIONAL &	101403	11/12/2024	POLOS+SHIRTS W/ EMBROID	198.00	198.00
121148	11/20/2024	49776	DESERT SEWER SUPPLY, INC	35351	10/30/2024	COVER, FRAME & TRAFFIC C	2,335.55	2,335.55
121149	11/20/2024	54644	DIGITAL PALM SPRINGS	773172-1	10/31/2024	10/1-19 SOCIAL MEDIA ADS: T	3,495.00	
				773166-1	10/31/2024	10/1-19 AUDIO ENGAGE: TTC	1,500.00	4,995.00
121150	11/20/2024	55683	DUDEK	202409024	10/30/2024	PE9/27 CSD HEADWORKS SC	44,472.22	
				202407607	10/30/2024	PE8/23 CSD HEADWORKS SC	14,432.50	58,904.72
121151	11/20/2024	14700	E. S. BABCOCK & SONS, INC.	CJ41518-0076W	10/28/2024	AUG-SEP2024 LAB SAMPLES	3,267.57	
				CJ41521-0076D	10/28/2024	SEP2024 LAB SAMPLES FOR	2,554.43	5,822.00
121152	11/20/2024	15750	FEDEX	8-675-66866	11/8/2024	NOV2024 FEDEX SVCS	11.02	11.02
121153	11/20/2024	51494	GARDA CL WEST, INC.	10798462	11/1/2024	NOV2024 ARMORED TRANSF	1,294.30	
				20620977	10/31/2024	OCT2024 EXCESS LIABILITY/I	418.62	1,712.92
121154	11/20/2024	54740	HEPTAGON SEVEN CONSULT	20241007	10/31/2024	PE10/31 LEGAL DSCRPTN/EX	5,450.00	
				20241008	10/31/2024	PE10/31 ENG SVCS @ BGDM,	3,457.50	8,907.50
121155	11/20/2024	54895	HV ENTERTAINMENT	1371	11/14/2024	11/9 STAGE+AUDIO+LED WAL	14,500.00	14,500.00
121156	11/20/2024	20150	HYDRO AG SYSTEMS	28344	10/31/2024	PVC PIPE 8"	229.92	229.92

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121157	11/20/2024	20450	IMPERIAL IRRIGATION DISTRI	50387122-OT24	11/6/2024	AC50387122, 10/3-31, SEWER	40,411.10	
				50509172-OT24	11/5/2024	AC50509172, 10/3-30, CORP Y	1,747.07	
				50705542-OT24	11/5/2024	AC50705542, 10/3-30, PERMIT	1,575.31	
				50371785-OT24	11/1/2024	AC50371785, 9/26-10/28, LIFT	1,087.89	
				50705544-OT24	11/5/2024	AC50705544, 10/3-31, PERMIT	206.26	
				50487676-OT24	11/5/2024	AC50487676, 10/3-30, LIFT ST.	15.02	45,042.65
121158	11/20/2024	45108	IMPERIAL SPRINKLER SUPPL	0018169970-001	10/21/2024	HATMENT CLASSIC LIFEGRD	114.53	
				0018197099-001	10/23/2024	CHRISTY PRESSURE GAUGE	27.65	142.18
121159	11/20/2024	55169	INDUSTRIAL HEALTH MEDICA	00012620	10/23/2024	OCT2024 DRUG TEST SVC	25.00	25.00
121160	11/20/2024	51600	IRC, INC.	2024100026	11/1/2024	OCT2024 PRE-EMPLOYMENT	222.85	222.85
121161	11/20/2024	49860	KEENAN & ASSOCIATES	314123	11/7/2024	SEP2024-AUG2025 GROUP C	1,000.00	1,000.00
121162	11/20/2024	53151	KLOB-FM	774580-1	10/27/2024	10/4-7 AD SPOT: MEASURE Y	2,000.00	
				774441-1	10/27/2024	10/3-19 AD SPOT: TTC FESTI	1,500.50	3,500.50
121163	11/20/2024	53152	KPST-FM	774679-1	10/27/2024	10/4-7 AD SPOT: MEASURE Y	1,000.00	1,000.00
121164	11/20/2024	42709	LANDMARK CONSULTANTS, II	LP1124-60	10/30/2024	10/14-23 SOIL TESTING @ ME	6,000.00	
				LP1124-61	10/30/2024	10/10-22 SOIL TESTING @ BG	3,420.00	9,420.00
121165	11/20/2024	52650	PALMS TO PINES PRINTING A	1028COCCOS-F	11/11/2024	ACRYLIC FULL COLOR CUST	7,543.43	
				1028COCCHCA	11/11/2024	3 IN 1 CHARGING CABLE	1,029.67	
				1028COCLBLM-	11/7/2024	ALL NATURAL LIP BALM	904.78	9,477.88
121166	11/20/2024	52596	PLANIT PRINT WORKS	935616	10/30/2024	BID SETS- CSD HEADWORKS	1,419.58	
				935794	11/7/2024	CONST SETS- AVE 50 ST & M	941.27	
				935496	10/24/2024	BID SETS- TYLER ST SEWER	732.09	3,092.94
121167	11/20/2024	42759	PROPER SOLUTIONS, INC.	16541	11/1/2024	WE 11/1: AHUMADA+LOREDC	2,956.03	
				16542	11/1/2024	WE 11/1: J. MUNOZ	1,587.00	
				16543	11/1/2024	WE 11/1: J. BELTRAN	1,456.70	5,999.73
121168	11/20/2024	52306	QUINN COMPANY	WOG00021237	10/30/2024	TRBLSHT ENGINE @ WELL #	1,583.95	1,583.95
121169	11/20/2024	54500	RELIABLE TRANSLATIONS CC	29358	11/11/2024	11/11 DOCUMENT TRANSLAT	190.88	190.88
121170	11/20/2024	44161	ROBERT HALF	64277175	11/5/2024	WE 11/1: I. GOMEZ	1,192.32	1,192.32
121171	11/20/2024	55659	STAPLES	6015009677	10/25/2024	FLDR HGING BOX BOTM LGL	282.84	
				6015009672	10/25/2024	EXEC BOX ARM GST CHR & M	279.24	
				6015009675	10/25/2024	PASTELS 8.5X11 GRAY PAPEI	72.99	
				6015009676	10/25/2024	STAPLES TAPE 12PK	8.22	643.29
121172	11/20/2024	02079	THE DESERT SUN #1082	24/25 Sbscptn	11/14/2024	AC #DS0364435, DEC2024/25	1,003.16	1,003.16
121173	11/20/2024	54879	THREE PEAKS CORP	2	10/31/2024	PE10/31 BGDMA PRK MISC SI	163,054.96	163,054.96
121174	11/20/2024	45053	TYLER TECHNOLOGIES, INC.	045-490700	10/23/2024	10/15+16 ERP MIGRATION	5,600.00	5,600.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121175	11/20/2024	38800	UNDERGROUND SERVICE AL	920240120	10/1/2024	SEP2024- 164 NEW TICKETS-	313.40	
				1020240122	11/1/2024	OCT2024- 142 NEW TICKETS-	272.70	
				24-250878	10/1/2024	CA STATE FEE FOR REGULAT	44.90	
				24-251250	11/1/2024	CA STATE FEE FOR REGULAT	44.90	675.90
121176	11/20/2024	39640	VALLEY LOCK & SAFE	B311105	10/25/2024	CKR-IR7 BATT & TIP	1,374.60	
				188534	8/20/2024	CYBER KEY TIP, ETC	228.38	1,602.98
121177	11/20/2024	44966	VERIZON WIRELESS	9977628840	11/1/2024	AC371867190-00001, 10/2-11/'	10,766.22	
				9975187457	10/1/2024	AC371867190-00001, 9/2-10/1	5,672.78	
				9977628841	11/1/2024	AC371867190-00002, 10/2-11/'	310.46	16,749.46
121178	11/20/2024	48971	XPRESS GRAPHICS & PRINTI	24-66111	11/7/2024	VETERANS PANCAKE BREAK	63.54	
				24-66164	11/8/2024	VETERANS PANCAKE BREAK	63.54	127.08
						Sub total for WELLS FARGO BANK:		856,814.82

51 checks in this report.

Grand Total All Checks: 1,679,445.79

Date: **November 20, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
11/26/2024 12:41:28PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2463	11/27/2024	53429	ALIANZA COACHELLA VALLEY	Refund	11/13/2024	DEPOSIT REFUND- 11/5 VETE	300.00	
				Refund	11/13/2024	DEPOSIT/FEE REFUND- 11/15	595.00	895.00
2464	11/27/2024	54859	AMAZON CAPITAL SERVICES,	1GLJ-PMCF-NN	11/16/2024	LOGITECH WIRELESS PERFC	136.53	
				1HV3-L7XG-34H	8/13/2024	LG 2023 GRAM 17" WQXGA IF	2,821.20	
				1111-VF7H-6YY3	11/19/2024	AUDIO 2000S ADC271B PORT	876.58	3,834.31
2465	11/27/2024	49989	ANDREAS LLC	87661	11/6/2024	DEVELOPMENT SERVICES EI	323.85	
				87680	11/19/2024	GARAGE SALE SIGNS	2,717.52	3,041.37
2466	11/27/2024	45929	BECK OIL, INC.	139466	10/31/2024	PE10/31 ENG DEPT FUEL	38.66	
				139468	10/31/2024	PE10/31 LLMD DEPT FUEL	228.12	
				139472	10/31/2024	PE10/31 STREETS DEPT FUE	830.19	
				139474	10/31/2024	PE10/31 WATER DEPT FUEL	1,221.83	
				139477	10/31/2024	PE10/31 PARKS DEPT FUEL	466.24	
				139492	10/31/2024	PE10/31 VEHICLE MAINT DEF	451.48	
				139493	10/31/2024	PE10/31 SENIOR CNTR FUEL	296.44	
				139501	10/31/2024	PE10/31 CODE ENF DEPT FU	633.99	
				139511	10/31/2024	PE10/31 SANITARY DEPT FUE	1,643.80	
				139515	10/31/2024	PE10/31 BLDG MAINT DEPT F	82.22	
				139517	10/31/2024	PE10/31 ADMIN DEPT FUEL	111.07	
				141739	11/15/2024	PE11/15 GRAFFITI DEPT FUE	171.84	6,175.88
2467	11/27/2024	49486	BRC CONSTRUCTION	1044	10/25/2024	INSTLL'D PANELS & POST @	2,438.00	
				1045	10/25/2024	RPLC'D 2" POSTS & RESET P.	1,324.00	
				1046	10/25/2024	RPLC'D 15' OF CHAIN LINK FE	1,546.00	
				1041	10/25/2024	INSTLL'D NEW HINGES ON G	642.00	
				1042	10/25/2024	RPLC'D PICKETS @ DIST 15	463.00	
				1043	10/25/2024	RPR'D 2" POST, ETC @ DIST	877.00	7,290.00
2468	11/27/2024	55228	COMMONWEALTH LAND TITL	Ord #932401292	11/12/2024	85701 AVENUE 50 (SR 86/AVE	41,778.00	
				Ord #932402597	11/12/2024	85751 AVENUE 50 (SR 86/AVE	170,285.00	212,063.00
2469	11/27/2024	00749	COUNTY OF RIVERSIDE	SH0000046947	11/7/2024	9/19-10/16 LAW ENFORCEME	808,353.28	
				SH0000046948	11/7/2024	9/19-10/16 LAW ENFORCEME	11,436.60	819,789.88
2470	11/27/2024	42500	DEKRA-LITE INDUSTRIES, INC	ARINV024011	10/31/2024	SMD LED C9 FACETED BULBS	753.48	753.48
2471	11/27/2024	43672	DESERT VALLEY SERVICES IN	650549	10/31/2024	CUTLERY T-SPOON, 24OZ CU	686.61	
				650981	11/5/2024	TISSUE TOILET, TOWEL ROL	834.56	1,521.17

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2472	11/27/2024	44713	FARMER BROTHERS CO.	95676429	10/29/2024	COFFEE & CREAMER	976.55	
				95676470	11/4/2024	COFFEE & CREAMER	739.42	
				95676390	10/21/2024	COFFEE, CREAMER, SUGAR,	553.75	2,269.72
2473	11/27/2024	51892	HERC RENTALS, INC.	34886216-002	10/27/2024	9/27-10/27 ROAD GRADER RN	8,966.85	
				35025106-001	10/22/2024	10/17-21 LIGHT TOWER+CAR	4,446.42	
				35004769-001	10/29/2024	10/10-28 SCISSOR LIFT RNTL	1,163.75	
				35059376-001	11/5/2024	10/29-11/5 WATER TRUCK RN	1,630.34	
				35072456-002	11/5/2024	10/31-11/5 LIGHT TOWER RN	136.96	16,344.32
2474	11/27/2024	00996	HOME DEPOT	7010500	11/5/2024	MICROFIBER TOWEL 16PK, E	51.03	
				8010316	11/4/2024	MAK 18V LXT STARTER KIT, E	392.24	
				9013946	10/24/2024	HARDWARE CLOTH, BUG CO	588.71	
				7012883	10/16/2024	PREM GRD FIR DIMENSIONA	198.68	1,230.66
2475	11/27/2024	44957	INTERWEST CONSULTING GF	863096	11/12/2024	OCT2024 PLAN REVIEW SVC	2,160.00	2,160.00
2476	11/27/2024	55538	MATRIX NETWORKS	212741	11/15/2024	CONCIERGE DPLYMNT SVCS	27,431.65	27,431.65
2477	11/27/2024	09800	PERMA	INV325	11/20/2024	2024-25 Q2 LIABILITY TRUST	46,397.00	46,397.00
2478	11/27/2024	53552	QUENCH USA, INC.	INV08140191	11/1/2024	AC D347648, NOV2024 RNTL,	39.47	
				INV08146518	11/1/2024	AC D347651, NOV2024 RNTL,	39.47	78.94
2479	11/27/2024	53475	RUDYS ELECTRIC	20769	10/30/2024	RPR'D SUBPANEL POWER @	380.00	
				20770	10/30/2024	RPLC'D BALLAST FOR FLUOF	496.50	
				20771	10/30/2024	INSTLL'D SECURITY WALK LI	798.00	
				20772	10/30/2024	RPR'D EXTERIOR LIGHTING (	820.00	
				20774	10/30/2024	RSTR'D POWER TO BLDG/FC	578.00	
				20775	10/30/2024	INSTLL'D CIRCUITS TO A/C @	3,000.00	
				20776	10/30/2024	RPR'D MONUMENT LIGHTING	295.00	
				20773	10/30/2024	RPLC'D BALLAST FOR FLUOF	496.50	6,864.00
2480	11/27/2024	55651	SEEK PERSONNEL STAFFING	001898	10/28/2024	WE 10/27: ESPINO+SANTIAG	2,281.60	
				001899	11/4/2024	WE 11/3: ESPINO+GALINDO+	3,606.40	
				001909	11/12/2024	WE 11/10: ESPINO+GALINDO	4,011.20	9,899.20
2481	11/27/2024	55817	VESTIS SERVICES, LLC	26750630	10/22/2024	ACTIVE WT POLO W/ EMBRC	27.17	27.17

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2482	11/27/2024	50629	VINTAGE ASSOCIATES, INC	234596	10/30/2024	10/22 INSTLL'D FLOWERS @	1,036.24	
				234337	10/15/2024	SEPT2024 LNDSCPE MAINT @	12,700.00	
				234338	10/15/2024	OCT2024 LNDSCPE MAINT @	5,247.00	
				234340	10/15/2024	OCT2024 LNDSCPE MAINT @	5,300.00	
				234342	10/15/2024	OCT2024 LNDSCPE MAINT @	10,135.00	
				234343	10/15/2024	OCT2024 LNDSCPE MAINT @	5,050.00	
				234081	9/15/2024	SEPT2024 LNDSCPE MAINT @	5,300.00	
				234084	9/15/2024	SEPT2024 LNDSCPE MAINT @	5,050.00	
				234446	10/17/2024	INSTLL'D IRRGTN VALVES @	350.00	
				234447	10/17/2024	RPLC'D VALVE @ DE ORO PA	225.00	
				234479	10/22/2024	INSTLL'D ASSORTED FALL C(	2,400.00	52,793.24
2483	11/27/2024	54719	YUNEX LLC	90002139	5/31/2024	APR2024 TRAFFIC SIGNAL M/	2,071.50	
				90002413	7/10/2024	JUNE2024 TRAFFIC SIGNAL M	2,071.50	
				5610002618	7/10/2024	JUNE2024 TRAFFIC SIGNAL (	3,456.50	
				90003117	10/31/2024	SEPT2024 TRAFFIC SIGNAL M	2,071.50	
				5610003481	10/31/2024	SEPT2024 TRAFFIC SIGNAL (	10,261.15	19,932.15
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		1,240,792.14

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121179	11/27/2024	55541	ALL DOOR TECH	2606	10/26/2024	10/11 SVC CALL- FIRE STATIC	942.13	942.13
121180	11/27/2024	54860	ARMSTRONG GROWERS	SI-331238	10/22/2024	GERANIUM ZONAL 'DYNAMO	514.38	
				SI-331241	10/22/2024	GERANIUM ZONAL 'DYNAMO	642.98	
				SI-331243	10/22/2024	GERANIUM ZONAL 'DYNAMO	3,857.87	
				SI-332015	10/23/2024	GERANIUM ZONAL 'DYNAMO	428.65	
				SI-332215	10/28/2024	GERANIUM ZONAL 'DYNAMO	3,429.22	
				SI-332221	10/25/2024	GERANIUM ZONAL 'DYNAMO	171.46	
				WB-39260	10/22/2024	PETUNIA 'LIMBO MIX'	80.81	9,125.37
121181	11/27/2024	03650	BARBARA SINATRA CHILDREN	Oct 2024	11/4/2024	10/1+9+16+29 SVCS: LAW EN	1,386.00	1,386.00
121182	11/27/2024	53109	BIO SOCAL	B103124	11/4/2024	10/31 BIOHAZARD CLEANUP	2,057.00	2,057.00
121183	11/27/2024	00836	BIO-TOX LABORATORIES	46568	10/17/2024	9/9+23 LAB SERVICES	1,460.41	
				46569	10/17/2024	9/9+23 LAB SERVICES	2,664.24	
				46618	10/17/2024	7/8 LAB SERVICE	283.05	4,407.70
121184	11/27/2024	52723	BRIGHT EVENT RENTALS, LL(	814362	10/22/2024	10/18-19 TENT+LIGHT RNTLS	3,728.85	
				814705	10/22/2024	10/19 CHAIR+LINEN+TABLE+E	3,848.60	
				814704	10/22/2024	10/19 TABLE+UMBRELLA+ET(	3,057.46	10,634.91
121185	11/27/2024	42459	BRUDVIK, INC.	60077	10/24/2024	10/19 GENERATOR RNTLS	2,806.00	
				60078	10/24/2024	10/22-23 GENERATOR RNTL	1,673.00	4,479.00
121186	11/27/2024	46356	C.V. CONSERVATION COMMIS	46356	11/18/2024	OCT2024 LDMF MULTI-SPECI	16,681.50	16,681.50
121187	11/27/2024	02048	CDW GOVERNMENT, INC.	AB6BK6F	11/18/2024	ADO ACRO STD DC ENT RNW	8,505.00	8,505.00
121188	11/27/2024	53220	COACHELLA ACE HARDWARE	7934/1	10/16/2024	CONT PRO EXT SG WHT 5G,	463.20	
				8040/1	11/2/2024	ACE GRIP GLOVES, ETC	28.25	
				8044/1	11/3/2024	HOSE NOZZLE METAL SLV, E	40.19	
				8051/1	11/4/2024	WIDE MEXICAN PALM LEAF	16.30	
				8052/1	11/4/2024	GFI ST RECPT WP TR20A WH	67.40	
				8062/1	11/5/2024	PADLOCK 1-3/16" BRASS, ET(	28.24	
				7971/1	10/22/2024	TIRE HT FLAT FREE, SPRYPA	271.71	
				7977/1	10/23/2024	CABLE 1/8" 7X7 CLR VNYL, E	127.63	
				7983/1	10/23/2024	KEYKRAFTER #93 BRASS	4.34	
				7988/1	10/24/2024	CLOROX CLNR BLCH, ETC	23.34	
				7941/1	10/17/2024	ACE BETTER BRUSH ANG, BU	145.57	
				7948/1	10/17/2024	ACE TRAYSET 4" 3PC	7.60	
				7987/1	10/24/2024	CHAIN COIL 1/4" ZN 100', ETC	56.47	1,280.24

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121189	11/27/2024	08970	COACHELLA VALLEY BOXING	0924	9/1/2024	SEPT2024 BOXING CLUB SEF	2,500.00	
				1024	10/1/2024	OCT2024 BOXING CLUB SER'	2,500.00	
				1124	11/1/2024	NOV2024 BOXING CLUB SER'	2,500.00	7,500.00
121190	11/27/2024	54137	CONSERVE LANDCARE LLC	402835	10/31/2024	RPLC'D NETAFIM LINE @ DIS	472.91	
				402837	10/31/2024	RPR'D VALVE @ DIST 16	222.16	
				402838	10/31/2024	RPR'D VALVE @ DIST 25	145.19	
				402831	10/31/2024	RPR'D VALVE @ DIST 22	201.81	
				402832	10/31/2024	RPLC'D CLOCK @ DIST 39	240.45	
				402833	10/31/2024	RPLC'D VALVES @ DIST 19	360.52	
				402834	10/31/2024	RPLC'D VALVE @ DIST 16	483.14	
				402840	10/31/2024	RPR'D STOP CLOCK @ DIST	202.95	
				402841	10/31/2024	RPLC'D VALVE @ DIST 16	197.42	
				402842	10/31/2024	RPLC'D VALVE @ DIST 24	239.42	
				402843	10/31/2024	RPLC'D MASTER VALVE @ DI	306.32	
				402844	10/31/2024	RPR'D VALVES @ DIST 32	251.76	
				402848	10/31/2024	RPR'D VALVE @ DIST 38	39.06	
				402849	10/31/2024	RPR'D CLOCKS & VALVES @	875.62	
				402850	10/31/2024	INSTLL'D NETAFIM LINES @ I	186.17	
				402944	10/31/2024	RPR'D VALVE @ DIST 16	186.20	
				403266	10/31/2024	INSTLL'D CLOCK @ DIST 29	248.64	
				402845	10/31/2024	RPLC'D VALVES @ DIST 22	395.94	
				402846	10/31/2024	RPLC'D VALVE @ DIST 23	208.21	
				402847	10/31/2024	RPR'D MAINLINE @ DIST 16	143.44	
				402839	10/31/2024	RPR'D VALVE @ DIST 33	176.24	
				403267	10/31/2024	RPR'D VALVE @ DIST 24	204.52	
				403274	10/31/2024	RPR'D VALVES @ DIST 19	429.62	
				403275	10/31/2024	RPLC'D VALVE @ DIST 17	162.54	6,580.25
121191	11/27/2024	00214	CORONET CONCRETE PROD	1192718	10/8/2024	6.0 SACK EQ 60/40 FA	857.76	857.76
121192	11/27/2024	11800	COUNTY OF RIVERSIDE	AN0000003037	11/20/2024	OCT2024 ANL SHLTR+FIELD+	38,017.48	38,017.48
121193	11/27/2024	52279	COUNTY OF RIVERSIDE	24-25Q1	10/8/2024	JULY-SEPT2024 EMERGENCY	40,000.00	40,000.00
121194	11/27/2024	09650	CVAG	Oct2024	11/18/2024	OCT2024 TUMF FEES	27,400.00	27,400.00
121195	11/27/2024	54602	DE FRANCISCO SHEK, ANDRE	24029	11/14/2024	CUSTOM LETTER PG FOR CH	150.00	150.00
121196	11/27/2024	12870	DEPARTMENT OF JUSTICE	778790	11/7/2024	OCT2024 BLOOD ALCOHOL A	140.00	140.00
121197	11/27/2024	44836	DESERT CITY GLASS, INC	2187	10/30/2024	INSTLL'D 1" TEMPERED GLAS	754.17	754.17
121198	11/27/2024	01089	DESERT ELECTRIC SUPPLY	S3248558.002	10/22/2024	MULTI-BIT TAMPERPROOF S(	232.42	232.42

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121199	11/27/2024	53007	DESERT PROMOTIONAL &	101310	11/6/2024	RESIDENT ACADEMY POLOS	562.78	
				101330	11/6/2024	POLOS W/ EMBROIDERY	93.53	
				101057	10/23/2024	WIRELESS ANODIZED ALUM	542.12	1,198.43
121200	11/27/2024	49765	DESERT PUBLICATIONS, INC.	102220	9/18/2024	9/1- 3PG CITY ADVERTORIAL	4,850.00	4,850.00
121201	11/27/2024	48359	DESERT STEEL SUPPLY	26119	10/1/2024	ANGLE	62.64	62.64
121202	11/27/2024	53880	EBERHARD EQUIPMENT NO.	224379	10/31/2024	CHAIN & SPROCKET	262.97	262.97
121203	11/27/2024	54924	EL TRANVIA RESTAURANT	33	10/28/2024	MEASURE Y OUTREACH EVE	760.37	760.37
121204	11/27/2024	55947	EQUITABLE CITIES LLC	1390	11/1/2024	EQUITY/SOCIAL JUSTICE & R	12,500.00	12,500.00
121205	11/27/2024	48977	EVERON	156626621	10/2/2024	NV-JA2025 ALARM/EXT SVC F	741.68	
				156626622	10/2/2024	NV-JA2025 ALARM/EXT SVC F	275.65	
				156626623	10/2/2024	NOV2024 CELL/EXT SVC PLN	38.11	
				156626624	10/2/2024	NV-JA2025 ALARM/EXT SVC F	213.67	
				156626619	10/2/2024	NV-JA2025 ALARM/EXT SVC F	513.30	
				156626620	10/2/2024	NOV2024 ALARM/EXT SVC PL	1,414.03	3,196.44
121206	11/27/2024	51141	FENCEWORKS RENTAL SYST	140466	8/2/2024	7/30 RELOCATED PANELS @	1,799.00	1,799.00
121207	11/27/2024	44088	FERGUSON ENTERPRISES, IN	4858104	10/30/2024	INSIDE CVR, MOLDED DISC, I	96.07	96.07
121208	11/27/2024	02272	FRANKLIN TRUCK PARTS, INC	IN361906	10/22/2024	ENGINE	2,048.12	2,048.12
121209	11/27/2024	55660	GANNETT CALIFORNIA LOCAL	0006751777	10/31/2024	OCT2024 PUBLISHED ADS	3,957.54	3,957.54
121210	11/27/2024	54740	HEPTAGON SEVEN CONSULT	20241101	11/21/2024	PE11/21 AVE 52 PVMNT REHA	14,175.00	14,175.00
121211	11/27/2024	20150	HYDRO AG SYSTEMS	28126	10/23/2024	FLO CONT 1/2" SLIP FIX, ETC	19.64	19.64
121212	11/27/2024	42543	ICC	1001952095	9/26/2024	ANNUAL CONF REG- LIZZANI	825.00	825.00
121213	11/27/2024	20450	IMPERIAL IRRIGATION DISTRI	MdOT-MdNV	11/14/2024	MID OCTOBER-MID NOVEMB	72,126.24	
				50035560-OT24	10/31/2024	AC50035560, 9/27-10/28, ST LI	23,507.45	95,633.69
121214	11/27/2024	45108	IMPERIAL SPRINKLER SUPPL	0018264376-001	10/28/2024	JR SIMPLOT BEST EVERGRE	2,303.99	
				0018018699-002	10/16/2024	BRASS 3/4" BENT NOSEGARI	11.86	
				0018110494-001	10/16/2024	RB POLYFLEX RISER/ADAPTI	69.61	
				0018120800-001	10/17/2024	KELL POTTING SOIL, ETC	428.68	
				0018120871-001	10/17/2024	JR SIMPLOT BEST EVERGRE	1,535.97	
				0018166465-002	10/21/2024	IPS PVC CEMENT, NIPPLE PV	62.92	
				0018170653-001	10/22/2024	KELL POTTING SOIL	194.94	
				0018214231-001	10/24/2024	HUNTER SINGLE STA BATT C	262.67	
				0018225113-001	10/24/2024	SAFETY HARD HAT	12.84	4,883.48
121215	11/27/2024	55169	INDUSTRIAL HEALTH MEDICA	00012942	11/13/2024	NOV2024 DRUG TEST & PHYS	105.00	105.00
121216	11/27/2024	53801	INFOSEND, INC.	267858	7/31/2024	JULY2024 UTILITY BILLING SV	3,136.73	
				269846	8/30/2024	JUL-AUG2024 UTILITY BILLIN	9,426.61	12,563.34

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121217	11/27/2024	01948	KIMBALL MIDWEST	102721051	10/21/2024	DRILL BIT & FUSE	215.22	
				102721695	10/21/2024	4" POSI-CORD STRING, CUT	731.77	946.99
121218	11/27/2024	55978	KIMLEY-HORN AND ASSOCIA	130029764	10/31/2024	PE10/31 LOCAL ROAD SAFET	5,032.50	5,032.50
121219	11/27/2024	23450	KNORR SYSTEMS INT'L LLC	237614	6/12/2024	INSTLL'D NEW PAS/3-BANK S	4,591.81	
				251990	10/23/2024	TRBLSHT EPD TANK #1/SOLE	1,873.01	6,464.82
121220	11/27/2024	53692	KUSSMAUL ELECTRONICS LL	0000261252	10/24/2024	AUTO PUMP	811.60	811.60
121221	11/27/2024	42709	LANDMARK CONSULTANTS, II	LP1224-38	11/14/2024	10/28 FIELD SAMPLING @ SR	6,130.00	
				LP1224-24	11/13/2024	10/31-11/5 CNSTRCTN MTRL	2,550.00	
				LP1224-23	11/13/2024	10/24-11/6 SOIL TESTING @ M	3,660.00	12,340.00
121222	11/27/2024	54623	LIFT TO RISE	Refund	11/19/2024	DEPOSIT REFUND- 11/13 LIBI	300.00	300.00
121223	11/27/2024	54362	LINDE GAS & EQUIPMENT INC	45852577	10/21/2024	9/20-10/20 IND HIGH PRESSU	40.43	40.43
121224	11/27/2024	24600	LOPES HARDWARE	0001128	10/14/2024	GLASS CLEANER	13.03	13.03
121225	11/27/2024	01882	NORTHERN TOOL & EQUIPME	54247850	11/11/2024	BOOST X 12V 4250A JUM	391.50	391.50
121226	11/27/2024	51064	OFFICE DEPOT, LLC	391572739-1	10/14/2024	STAPLE REMOVER	35.98	35.98
121227	11/27/2024	47192	O'REILLY AUTO PARTS	2855-287786	6/26/2024	10.7OZ STRT FD	14.77	14.77
121228	11/27/2024	54812	PAX FITNESS REPAIR, LLC	2886	11/5/2024	NOV2024 PREVENTATIVE MA	225.00	225.00
121229	11/27/2024	54431	PEREZ MARKET	0102538	11/19/2024	11/21 EMPLOYEE LUNCHEON	850.00	850.00
121230	11/27/2024	02028	PETE'S ROAD SERVICE, INC.	24-0793086-00	10/16/2024	MOUNT/BALANCE NEW TIRE	486.88	
				24-0794173-00	10/21/2024	FLAT REPAIR	40.61	527.49
121231	11/27/2024	01395	PJ'S DESERT TROPHIES & GI	27628	10/17/2024	11" SILVER CUP TROPHY W/	222.86	222.86
121232	11/27/2024	52596	PLANIT PRINT WORKS	935899	11/12/2024	POST TO PLAN ROOM	3.30	
				935951	11/14/2024	RED DOOR HANGERS	347.03	
				936004	11/18/2024	DEVELOPMENT SVCS FOAM	103.44	453.77
121233	11/27/2024	42759	PROPER SOLUTIONS, INC.	16560	11/8/2024	WE 11/8: R. LUA	1,664.80	
				16561	11/8/2024	WE 11/8: AHUMADA+LOREDC	3,071.20	
				16562	11/8/2024	WE 11/8: J. MUNOZ	1,692.80	
				16563	11/8/2024	WE 11/8: J. BELTRAN	1,581.56	8,010.36
121234	11/27/2024	54500	RELIABLE TRANSLATIONS CC	28138	6/18/2024	6/18 PARK & REC MTG SVCS	147.00	
				29106	10/15/2024	10/15 PARK & REC MTG SVCS	147.00	
				29329	11/6/2024	11/6 PLANNING COMM MTG S	196.00	
				29380	11/12/2024	11/12 RESIDENT ENGMNT AC	279.75	
				29389	11/13/2024	11/13 CC MTG SVCS	686.00	1,455.75
121235	11/27/2024	48608	REYES COCA-COLA BOTTLIN	44146949018	11/6/2024	SOFT DRINKS	500.86	500.86
121236	11/27/2024	49802	RIVERSIDE LAFCO	App Fee	11/13/2024	ANNEXATION APPLICATION F	15,480.00	15,480.00
121237	11/27/2024	56101	ROAD SOUP OF CALIFORNIA,	INV-000458	9/11/2024	50LB PREMIUM ASPHALT REI	1,365.58	1,365.58

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121238	11/27/2024	44161	ROBERT HALF	64292769	11/11/2024	WE 11/8: I. GOMEZ	1,766.40	1,766.40
121239	11/27/2024	56102	RODRIGUEZ, JIZELLE	Stipend	11/20/2024	COACHELLA RESIDENT ENG/	250.00	250.00
121240	11/27/2024	52991	S & D CAR WASH MANAGEME	ARB202580	9/30/2024	SEPT2024 CAR WASH SERVI(	510.27	510.27
121241	11/27/2024	55272	SALAS, LAWRENCE Y.	Oct2024	11/4/2024	OCT2024 CITIZENSHIP CLAS:	1,160.00	1,160.00
121242	11/27/2024	01830	SAM'S FENCE INC.	21606	10/16/2024	INSTLL'D RAZOR RIBBON CO	1,400.00	
				21607	10/16/2024	RPR'D CUTS/BARBWIRE @ 8:	3,175.00	
				21608	10/16/2024	INSTLL'D RAZOR RIBBON CO	1,700.00	6,275.00
121243	11/27/2024	54666	SIGNATURE TRUCK TOPS	8602	10/3/2024	TOYOTA 6000K FORKLIFT	24,000.00	24,000.00
121244	11/27/2024	55790	SILVERADO TOWING	3563	8/21/2024	8/19 TOWING- 52805 CALLE F	150.00	150.00
121245	11/27/2024	54972	SOUTHWEST CARPENTERS L	Refund	11/19/2024	DEPOSIT REFUND- FEB-NOV	300.00	300.00
121246	11/27/2024	55659	STAPLES	6015009669	10/25/2024	TALL STORAGE CABINET W/	408.45	
				6015009674	10/25/2024	POSTER STRIP MEGA PACK,	155.41	
				6015009678	10/25/2024	SPLS 8.5X11 30 REC COPY C:	313.32	
				6015009679	10/25/2024	SPRAY DSNFCT, FOLDING TA	345.20	
				6015009680	10/25/2024	CLEANER	64.68	1,287.06
121247	11/27/2024	49033	THE PUBLIC RESTROOM CO\	35067	10/31/2024	PRE-FAB BUILDING INSTLLTN	96,163.00	96,163.00
121248	11/27/2024	54651	THE REINALT-THOMAS CORP	1205571	10/22/2024	INSTLL'D TIRES ON 2021 FOF	615.03	
				1207121	11/6/2024	INSTLL'D TIRES ON 2018 FOF	505.30	
				1205135	10/17/2024	INSTLL'D TIRES ON TRAILER	727.19	
				1205695	10/23/2024	INSTLL'D TIRES ON 2021 FOF	492.86	2,340.38
121249	11/27/2024	51093	T-MOBILE USA, INC.	9585291630	11/5/2024	9/21-10/21 TIMING ADVANCE	165.00	165.00
121250	11/27/2024	38250	TOPS N BARRICADES	1109881	10/14/2024	9/27-10/14 CHNGBLE MSG SI(	1,290.00	
				1109967	10/18/2024	TAPE REFL, MESH CLASS III I	94.40	
				1109989	10/21/2024	10/4-21 CHNGBLE MSG SIGN	2,490.00	
				1110162	10/28/2024	10/18-28 CHNGBLE MSG SIGN	5,250.00	
				1110183	10/29/2024	9/27-10/26 CHNGBLE MSG SI(	2,940.00	12,064.40
121251	11/27/2024	55885	V.M. POOL SERVICES AND RE	424	10/23/2024	OCT2024 FOUNTAIN/POOL M/	610.00	610.00
121252	11/27/2024	39645	VALLEY OFFICE EQUIPMENT,	IN2406-1583	7/1/2024	ACC #CO03, 5/23-6/22, 53462	280.40	
				IN2407-1182	7/24/2024	ACC #CO03, 6/23-7/22, 53462	310.60	
				IN2408-1328	8/27/2024	ACC #CO03, 7/23-8/22, 53462	337.43	928.43
121253	11/27/2024	44775	VISTA PAINT CORPORATION	2024-667904-00	10/16/2024	ACRIGLO SEMIGLOSS D BAS	145.97	
				2024-713322-00	11/19/2024	COVERALL EXT FLAT WHITE-	456.64	602.61
121254	11/27/2024	01732	WAXIE SANITARY SUPPLY	82819995	10/24/2024	KLEENLINE ESSENTIALS 198	424.45	424.45
121255	11/27/2024	49778	WEST COAST ARBORISTS, IN	219352	9/15/2024	9/1-15 TREE MAINT @ LLMD'S	15,970.05	
				220082	9/30/2024	9/16-30 TREE MAINT @ LLMD	36,324.15	52,294.20

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121256	11/27/2024	48971	XPRESS GRAPHICS & PRINTI	24-65428	10/15/2024	TTC FESTIVAL VENDOR BANI	69.89	
				24-65886	10/30/2024	HOLIDAY STREET SWEEPINC	139.25	209.14
121257	11/27/2024	42100	ZUMAR INDUSTRIES INC	9848	10/31/2024	SPECIAL SIGNS	470.14	
				9809	10/24/2024	SPECIAL SIGNS	2,550.84	3,020.98

Sub total for WELLS FARGO BANK: 600,072.27

100 checks in this report.

Grand Total All Checks: 1,840,864.41

Date: **November 27, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
12/03/2024 8:50:26AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121258	12/4/2024	56107	CASTRO MHP, LLC	Ref000247782	11/29/2024	UB Refund Cst #00056990	48.45	48.45
121259	12/4/2024	56100	CUEVAS, OSWALDO	Ref000247783	11/29/2024	UB Refund Cst #00058845	27.84	27.84
121260	12/4/2024	56105	GONZALEZ, ANNAMARIE	Ref000247780	11/29/2024	UB Refund Cst #00050900	90.82	90.82
121261	12/4/2024	56106	NAVARRO, CLAUDIA	Ref000247781	11/29/2024	UB Refund Cst #00053827	62.49	62.49
121262	12/4/2024	56104	RIENDEAU, CAROL LEE	Ref000247779	11/29/2024	UB Refund Cst #00034271	338.99	338.99
121263	12/4/2024	56103	RIOS, GERARDO	Ref000247777	11/29/2024	UB Refund Cst #00002244	4.83	4.83
121264	12/4/2024	56053	RODRIGUEZ, IGNACIO	Ref000247778	11/29/2024	UB Refund Cst #00026953	11.21	11.21
121265	12/4/2024	56108	VALDEZ URIAS, MARISOL	Ref000247784	11/29/2024	UB Refund Cst #00059021	90.04	90.04
						Sub total for WELLS FARGO BANK:		674.67

8 checks in this report.

Grand Total All Checks: 674.67

Date: **December 4, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2484	12/4/2024	48014	ALBERT A. WEBB ASSOCIATE	ARIV0006069	10/26/2024	PE10/26 SVCS: CENTRAL PAF	80,592.80	80,592.80
2485	12/4/2024	54859	AMAZON CAPITAL SERVICES,	1D19-4WR1-RJ7	11/17/2024	APC UPS BATTERY BACKUP /	1,634.57	
				1X4K-7K9V-TV6	11/22/2024	DURACELL COPPERTOP AA E	240.09	
				163C-47NH-69G	11/25/2024	HP 210X BLACK HIGH-YIELD	196.83	2,071.49
2486	12/4/2024	49989	ANDREAS LLC	87676	11/15/2024	BUSINESS CARDS: D. TORRE	122.46	122.46
2487	12/4/2024	53291	ANGENIOUS ENGINEERING	19-07A-048	10/31/2024	PE10/31 AVE 50 BRIDGE	62,779.99	62,779.99
2488	12/4/2024	45929	BECK OIL, INC.	141494	11/15/2024	PE11/15 INFO TECH DEPT FU	121.12	121.12
2489	12/4/2024	43462	BEST BEST & KRIEGER, LLP	1013048	11/25/2024	PE10/31, #80237, GENERAL R	36,800.97	
				1013059	11/25/2024	PE10/31, #80237.00857, RENE	15,442.60	
				1013053	11/25/2024	PE10/31, #80237.00500, PRA F	14,157.00	
				1013067	11/25/2024	PE10/31, #80237.00877, LA EN	5,834.70	
				1013061	11/25/2024	PE10/31, #80237.00866, KPC S	4,921.65	
				1013052	11/25/2024	PE10/31, #80237.00445, DESE	3,399.56	
				1013062	11/25/2024	PE10/31, #80237.00868, TRAV	3,249.40	
				1013063	11/25/2024	PE10/31, #80237.00869, AFFO	2,416.90	
				1013069	11/25/2024	PE10/31, #80237.00886, COPY	2,139.20	
				1013068	11/25/2024	PE10/31, #80237.00883, AIRPC	1,648.35	
				1013055	11/25/2024	PE10/31, #80237.00820, ENVIF	1,279.50	
				1013070	11/25/2024	PE10/31, #80237.00887, CHRC	1,092.30	
				1013066	11/25/2024	PE10/31, #80237.00875, MESC	761.30	
				1013060	11/25/2024	PE10/31, #80237.00858, COA \	562.70	
				1013051	11/25/2024	PE10/31, #80237.00443, G. TH	481.00	
				1013065	11/25/2024	PE10/31, #80237.00874, CENT	250.20	
				1013049	11/25/2024	PE10/31, #80237.00211, GENE	240.80	
				1013057	11/25/2024	PE10/31, #80237.00850, FINAN	198.60	
				1013050	11/25/2024	PE10/31, #80237.00220, 1645 (	150.75	
				1013058	11/25/2024	PE10/31, #80237.00851, GLEN	147.50	
				1013056	11/25/2024	PE10/31, #80237.00833, TELE	132.40	
				1013054	11/25/2024	PE10/31, #80237.00810, LABO	99.30	
				1013064	11/25/2024	PE10/31, #80237.00872, SUCC	66.20	95,472.88
2490	12/4/2024	49486	BRC CONSTRUCTION	1047	10/25/2024	INSTLL'D METER @ BGDMA F	5,375.00	5,375.00
2491	12/4/2024	02320	CALPERS	1000000177418	11/14/2024	#6373819375, DEC2024 HEAL	133,092.54	
				1000000177418	11/14/2024	#6373819375, DEC2024 HEAL	14,266.50	147,359.04
2492	12/4/2024	44713	FARMER BROTHERS CO.	95676596	11/25/2024	CREAMERS	182.95	182.95

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2493	12/4/2024	00207	GRAINGER INC	9307793498	11/6/2024	RADIAL BALL BRG & TREE BU	79.16	79.16
2494	12/4/2024	53123	GRANICUS	194210	11/27/2024	DEC2024/25 GOVACCESS (M/	22,089.64	22,089.64
2495	12/4/2024	51892	HERC RENTALS, INC.	35031324-001	10/29/2024	10/21-28 WHEEL LOADER RN	3,261.14	3,261.14
2496	12/4/2024	00996	HOME DEPOT	8011674	11/14/2024	BLK HARDWARE CLOTH & BU	66.76	66.76
2497	12/4/2024	54046	LERMA, ARMANDO M.	2024 Grant	11/21/2024	CANNABIS EQUITY GRANT PI	110,200.00	110,200.00
2498	12/4/2024	25605	MCCROMETER, INC.	612036	11/20/2024	12" SADDLE	3,370.23	3,370.23
2499	12/4/2024	42525	MUSCO SPORTS LIGHTING, L	427015	7/9/2024	AUG2024-25 CONTROL LINK S	1,425.00	1,425.00
2500	12/4/2024	49479	POLYDYNE INC.	1879352	11/8/2024	CLARIFLOC WE-1238	4,400.95	4,400.95
2501	12/4/2024	55651	SEEK PERSONNEL STAFFING	001921	11/19/2024	WE 11/17: ESPINO+GALINDO	2,263.20	
				001910	11/12/2024	WE 11/10: I. HERNANDEZ	1,784.80	
				001900	11/4/2024	WE 11/3: I. HERNANDEZ	1,508.80	5,556.80
2502	12/4/2024	54567	VARI SALES CORPORATION	91171090	11/6/2024	VARIDESK CUBE CORNER 36	488.40	488.40
2503	12/4/2024	55817	VESTIS SERVICES, LLC	NOV2024 GFRT	11/30/2024	PE11/30, CUST #6136434, UNI	48.08	48.08
2504	12/4/2024	51697	WESTERN WATER WORKS SU	1410602-00	11/22/2024	2 90 CPLG QJ 110 COMP CTS	2,459.50	
				1410582-00	11/20/2024	SOFT COPPER TUBING 100F	1,120.13	
				1410495-00	11/19/2024	1" INLINE BALL METER VLV M	842.70	
				1410541-00	11/15/2024	4FT SS PROBE, ETC	829.65	
				1410454-00	11/7/2024	2 ADAPTER MIP X QJ 110 COI	547.23	
				1410599-00	11/22/2024	2 INSERT PJ CTS LONG	178.78	5,977.99
2505	12/4/2024	54671	WILMINGTON TRUST N. A.	010125	11/19/2024	JAN2025 PENSION OBLIGATI	174,908.86	174,908.86
2506	12/4/2024	53596	XTREME HEATING AND AIR	2643	11/15/2024	SVC'D A/C UNITS @ CIVIC CE	1,893.25	
				2640	11/7/2024	SVC'D A/C UNITS @ FIRE STA	1,287.00	
				2644	11/15/2024	SVC'D A/C UNITS @ LIBRARY	1,201.00	
				2642	10/9/2024	RPR'D SNACK BAR FRIDGE @	475.00	4,856.25

T FOR WELLS FARGO BANK -SEPARATE CHECK: 730,806.99

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121266	12/4/2024	54926	AIR QUALITY TESTING SERVI	2024-02-21-082	11/22/2024	SCAQMD SAMPLES @ 52156	2,350.00	2,350.00
121267	12/4/2024	55142	AKEL ENGINEERING GROUP,	241186-01	11/8/2024	PE10/31 BELLISSIMA II STUD'	4,976.50	4,976.50
121268	12/4/2024	50867	ARCTIC GLACIER USA, INC.	M530015193	11/25/2024	12/6 SNOW EVENT @ HOLID/	12,543.81	12,543.81
121269	12/4/2024	55909	ATP GENERAL ENGINEERING	3-RET	10/22/2024	RETENTION- ST REHAB @ BU	91,006.25	91,006.25
121270	12/4/2024	55472	BEDOLLA INVESTMENT LLC	33348139	8/13/2024	12/4 THRONE CHAIR RNTLS	354.31	354.31
121271	12/4/2024	54517	BLACK KNIGHT TECHNOLOGI	10343349	11/15/2024	OCT2024 SITXPRO SBSCRPT	250.00	250.00
121272	12/4/2024	50839	BURRTEC ENVIRONMENTAL	AC 511799	11/19/2024	11/8 SINK/ADA DELIVERY	1,574.82	
				AC 552686	11/21/2024	4/18+20 HAND WASH STATIO	426.00	2,000.82
121273	12/4/2024	44494	BURRTEC WASTE & RECYCLI	BD 10/31/24	10/31/2024	AC CO-768532, 6/3+8/1 DUMP	1,503.22	1,503.22
121274	12/4/2024	52441	CARNITAS LA PIEDAD	100	12/2/2024	12/4 CATERING @ TREE LIGH	1,950.00	1,950.00
121275	12/4/2024	07950	CITY OF COACHELLA	Oct 2024	10/31/2024	OCT2024 WATER- ST, PARKS	67,074.65	
				Oct 2024-LLD's	10/31/2024	OCT2024 WATER- LLD'S	27,627.23	94,701.88
121276	12/4/2024	55905	CLEAR29, LLC	C29.11262024.0	11/26/2024	CITY STREET REVITALIZATIO	5,199.00	5,199.00
121277	12/4/2024	53220	COACHELLA ACE HARDWARE	8157/1	11/21/2024	PRO SFTY YEL GAL VOC, JUM	150.73	
				8045/1	11/3/2024	TUBE COPPER, VLV GATE BF	143.31	
				8111/1	11/13/2024	MARK PAINT IC SB FLR GRN,	67.02	361.06
121278	12/4/2024	08970	COACHELLA VALLEY BOXING	1224	12/1/2024	DEC2024 BOXING CLUB SER'	2,500.00	2,500.00
121279	12/4/2024	56109	COMMERCIAL VACUUM CENT	5642239	11/14/2024	RPLC'D SQUEEGEE CABLE C	238.72	238.72
121280	12/4/2024	52375	CORE & MAIN LP	V021782	10/24/2024	INSTA-TITE IPS CPLG	2,203.19	2,203.19
121281	12/4/2024	50426	CRIME SCENE STERI-CLEAN,	574	11/14/2024	11/13 BLOOD CLEAN-UP @ A'	950.00	950.00
121282	12/4/2024	09650	CVAG	CV25073-24	11/22/2024	FY24/25 CV HOUSING FIRST	100,000.00	100,000.00
121283	12/4/2024	09950	CVWD	Oct 2024	11/1/2024	CN 332543, OCT2024 WELL R	47,683.74	47,683.74
121284	12/4/2024	54275	DESERT HOSE AND SUPPLY	4368	11/6/2024	5" STAINLESS CNTR PUNCH/	39.52	39.52
121285	12/4/2024	53007	DESERT PROMOTIONAL &	101392	11/12/2024	CLEAR ACRYLIC AWARD W/ E	1,274.96	1,274.96
121286	12/4/2024	54644	DIGITAL PALM SPRINGS	767796-2	10/31/2024	9/1-11/5 SOCIAL MEDIA ADS: I	11,658.00	11,658.00
121287	12/4/2024	54233	DJ2A ENTERTAINMENT	642	9/18/2024	12/6 DJ @ HOLIDAY PARADE	750.00	750.00
121288	12/4/2024	55527	DOKKEN ENGINEERING	47494	11/6/2024	PE10/31 GRPFRT/AIRPORT B	11,635.00	11,635.00
121289	12/4/2024	42223	DXP ENTERPRISES, INC.	54770003	11/5/2024	RAS PUMP	3,519.15	
				54777691	11/8/2024	FREIGHT CHRG FOR INV #54	60.00	3,579.15
121290	12/4/2024	14860	E. K. WOOD LUMBER COMPA	518329	11/6/2024	COVERALLS	60.06	60.06
121291	12/4/2024	14700	E. S. BABCOCK & SONS, INC.	CK41261-0076D	11/22/2024	SEPT-OCT2024 LAB SAMPLE	3,835.19	3,835.19
121292	12/4/2024	51401	ENCHANTED MEMORIES PAR	7454	12/2/2024	12/4 MR & MRS CLAUS+ELF+	1,535.00	
				7456	12/2/2024	12/6 SANTA CLAUSE IMPERS	625.00	2,160.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121293	12/4/2024	15750	FEDEX	8-683-39626	11/15/2024	NOV2024 FEDEX SVCS	21.18	
				8-696-76215	11/29/2024	NOV2024 FEDEX SVCS	19.46	
				8-690-01425	11/22/2024	NOV2024 FEDEX SVCS	14.90	55.54
121294	12/4/2024	20450	IMPERIAL IRRIGATION DISTRI	50216579-OT/N	11/14/2024	AC50216579, 10/11-11/11	104.71	
				50443190-OT/N	11/18/2024	AC50443190, 10/15-11/14	24.69	129.40
121295	12/4/2024	45108	IMPERIAL SPRINKLER SUPPL	0018010063-003	10/10/2024	TURF ROYALE PRILLED, MIL/	2,041.22	
				0018285482-001	10/29/2024	KING UTILITY PUMP W/ HOSE	563.35	
				0017672532-001	9/16/2024	2GAL COOLERS	275.61	
				0018567291-001	11/21/2024	TURF HERB NON-SELECTIVE	137.66	
				0018033176-001	10/10/2024	HUNTER MP ROTATORS	116.38	
				0018018699-001	10/10/2024	AQUALINE QUICK COUPLER	103.37	
				0017620963-001	9/11/2024	WHITE MARKING PAINT, ETC	100.41	
				0016881821-001	7/25/2024	A&B BRUSH CURVED COMMI	57.18	
				0017241170-001	8/16/2024	IPS PVC CEMENT	26.20	3,421.38
121296	12/4/2024	55169	INDUSTRIAL HEALTH MEDICA	00013028	11/20/2024	NOV2024 DRUG TEST & PHY	225.00	225.00
121297	12/4/2024	52906	JOHNSON CONTROLS SECUF	40754690	11/9/2024	12/1-2/28 ALARM @ 1515 6TH	1,702.22	1,702.22
121298	12/4/2024	53151	KLOB-FM	775094-1	10/27/2024	10/5-27 AD SPOT: MOVIES IN	1,280.00	1,280.00
121299	12/4/2024	47328	KONICA MINOLTA	45865424	10/31/2024	C550I, 1515 6TH ST, OCT 202	641.01	641.01
121300	12/4/2024	44767	KUNA FM	704667-2	11/10/2024	11/1-4 AD SPOT: MEASURE Y	350.00	350.00
121301	12/4/2024	49857	MANPOWER US INC.	39048740	11/3/2024	WE 11/3: DURAN+VARGAS	2,852.00	
				39033666	10/27/2024	WE 10/27: DURAN+VARGAS	2,756.82	
				39019171	10/20/2024	WE 10/20: DURAN+VARGAS	2,308.34	
				39063040	11/10/2024	WE 11/10: DURAN+VARGAS	2,263.78	10,180.94
121302	12/4/2024	56110	MARIACHI BANDS OF THE	0014	11/14/2024	12/4 PERFORMANCE @ TREE	2,499.00	2,499.00
121303	12/4/2024	25900	MEREDITH & SIMPSON CONS	251112	11/11/2024	TRBLSHT/RPR'D ELECTRICA	288.44	288.44
121304	12/4/2024	51579	METLIFE- GROUP BENEFITS	0083550946	11/1/2024	DEC2024 AD&D/LIFE #001096	299.55	299.55
121305	12/4/2024	53042	NCA ENTERTAINMENT INC.	120424	12/2/2024	12/6 CARNIVAL RIDES @ HOL	14,500.00	14,500.00
121306	12/4/2024	47192	O'REILLY AUTO PARTS	2855-280863	6/5/2024	160601FX (7 ITEMS)	2,834.59	2,834.59
121307	12/4/2024	50595	PACIFIC LIGHTWAVE INC	82997	11/30/2024	DEC2024 INTERNET SVCS	799.00	799.00
121308	12/4/2024	52650	PALMS TO PINES PRINTING A	1029COCTUCM	11/22/2024	BAL DUE- STAINLESS STEEL	7,731.56	
				1107COCNBCB	11/26/2024	NIGHTMARE BEFORE CHRIS	5,288.32	
				1028COCNBKY-	11/22/2024	NIGHTMARE BEFORE CHRIS	3,390.86	16,410.74
121309	12/4/2024	01395	PJ'S DESERT TROPHIES & GI	27701	11/26/2024	HOLIDAY PARADE TROPHIES	3,560.20	
				27650	10/30/2024	ENGRAVED TROPHY PLATE	10.88	3,571.08

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121310	12/4/2024	42759	PROPER SOLUTIONS, INC.	16582	11/15/2024	WE 11/15: AHUMADA+LORED	2,303.40	
				16583	11/15/2024	WE 11/15: J. MUNOZ	1,269.60	
				16581	11/15/2024	WE 11/15: R. LUA	1,248.60	
				16584	11/15/2024	WE 11/15: J. BELTRAN	1,061.31	5,882.91
121311	12/4/2024	00698	PUMP CHECK INC.	776	11/8/2024	9/20 PUMP EFFICIENCY & WT	3,250.00	3,250.00
121312	12/4/2024	52344	QUADIENT FINANCE USA, INC	CD 11/11/24	11/11/2024	OCT/NOV2024 POSTAGE BY I	3,000.00	3,000.00
121313	12/4/2024	54500	RELIABLE TRANSLATIONS CC	29438	11/19/2024	11/19 RESIDENT ENGMNT AC	280.29	280.29
121314	12/4/2024	51785	RMC WATER AND ENVIRONM	28085	11/8/2024	PE10/25 MESQUITE & AMEZC	7,949.00	7,949.00
121315	12/4/2024	44161	ROBERT HALF	64319088	11/18/2024	WE 11/15: I. GOMEZ	883.20	883.20
121316	12/4/2024	00382	SAFEGUARD BUSINESS SYST	9006389398	11/26/2024	LASER CHECK	794.14	794.14
121317	12/4/2024	56111	SAVANNAH ROSE CARRIAGE	388	11/21/2024	12/4 HORSE DRAWN CARRIA	3,150.00	3,150.00
121318	12/4/2024	50827	SDC SOUND COMPANY LLC	1157	11/18/2024	12/4 SOUND SYSTEM @ TREI	1,230.00	
				1158	11/18/2024	12/6 SOUND SYSTEM @ HOL	1,100.00	
				1159	11/18/2024	11/9 SOUND SYSTEM @ VETE	750.00	3,080.00
121319	12/4/2024	54972	SOUTHWEST CARPENTERS L	Refund	11/26/2024	FACILITY FEE- 5/17 LIBRARY	236.00	236.00
121320	12/4/2024	53044	SUPER BIRTHDAY, INC.	31088	8/27/2024	12/4 MINI EXPRESS TRAIN @	1,375.00	
				31089	8/27/2024	12/6 MINI EXPRESS TRAIN @	1,025.00	2,400.00
121321	12/4/2024	54550	TBU INC.	50435	9/5/2024	RPLC'D RISER/INSTLL'D VLV	2,807.00	2,807.00
121322	12/4/2024	55260	TESS ELECTRIC INC.	1506	9/24/2024	9/16 TRBLSHT DRIVE @ WEL	740.00	740.00
121323	12/4/2024	53127	THE LGBTQ COMMUNITY CEN	Refund	11/26/2024	DEPOSIT REFUND- 11/20 LIBI	300.00	300.00
121324	12/4/2024	38250	TOPS N BARRICADES	1109938	10/17/2024	PADDLE STOP/SLOW 18", ET	216.96	
				1107896	7/5/2024	CLOTH C2 VEST LIME W/ CEL	61.22	278.18
121325	12/4/2024	54269	TRAFFIC LOGIX CORPORATIC	SIN27209	10/23/2024	EVOLUTION 15 SD ENGLISH '	3,637.69	3,637.69
121326	12/4/2024	43751	USA BLUEBOOK	INV00518228	10/21/2024	FTI PF DRUM PUMP KIT	1,155.25	
				INV00501760	10/2/2024	FTI PF DRUM PUMP KIT	1,027.63	
				INV00507389	10/8/2024	HACH FREE CHLORINE SWIF	681.30	
				INV00510278	10/10/2024	CLEAR SCH40 PVC PIPE, ETC	633.90	
				INV00490205	9/20/2024	ACETATE BUFFER SOLUTION	505.95	
				INV00535287	11/6/2024	USABB PH BUFFER PACK, ET	257.23	
				INV00491067	9/20/2024	CLEAR PVC COUPLING 2"	78.95	
				INV00535341	11/6/2024	LIQUI-NOX PHOSPHATE FREI	46.40	4,386.61
121327	12/4/2024	39640	VALLEY LOCK & SAFE	190316	11/18/2024	KEYS	127.02	127.02
121328	12/4/2024	39645	VALLEY OFFICE EQUIPMENT,	IN2411-1416	11/27/2024	ACC #CO03, 10/23-11/22, CIVI	382.58	382.58
121329	12/4/2024	54433	WEX ENTERPRISE EXXONMC	101074700	11/23/2024	ACC 0496-00-726338-7, 10/24-	2,976.99	2,976.99
121330	12/4/2024	54464	WHITE CAP, L.P.	50028770367	10/16/2024	RED BANNERLINE ASPHALT,	694.08	694.08

Sub total for WELLS FARGO BANK: 512,187.96

88 checks in this report.

Grand Total All Checks: 1,242,994.95

Date: **December 4, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of July 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 7/31/2024	
CASH ON HAND								
Wells Fargo-General Checking	N/A	6,842,970.58	(124,461.50)	-	-	-	6,718,509.08	
Sweep Account	4.966%	8,583,565.00	(3,447,495.55)				5,136,069.45	
Wells Fargo-Road Maintenance	N/A	1,051,831.09	88,389.15		-	-	1,140,220.24	
Wells Fargo-Gas Tax	N/A	623,375.16	100,703.47	-	-	-	724,078.63	
Wells Fargo- Payroll Acct	N/A	(13,955.79)	(50,622.44)				- (64,578.23)	
Petty Cash	N/A	7,000.00	-	-	-	-	7,000.00	
Total Cash on Hand		**17,094,786.04**	**(3,433,486.87)**	**-**	**-**	**-**	**13,661,299.17**	
INVESTMENTS								
State of California - LAIF	2.17%	18,911,988.11		213,383.40	-	-	19,125,371.51	
Investment Management Acct	1.47%	34,778,205.66		488,562.45	-	-	35,266,768.11	
Total Investments		**53,690,193.77**	**-**	**701,945.85**	**-**	**-**	**54,392,139.62**	
CASH WITH FISCAL AGENT								
US Bank	varies	4,183,279.81	-	266.19	-	-	4,183,546.00	①
Wells Fargo Bank, N.A.	5.83%	588.20	-	75.76	-	-	663.96	②
Wilmington Trust, N. A.	0.03%	5,538,749.08	709,239.05	8,971.11	(1,844,504.17)	-	4,412,455.07	③
Total Cash with Fiscal Agent		**9,722,617.09**	**709,239.05**	**9,313.06**	**(1,844,504.17)**	**-**	**8,596,665.03**	
Grand Total		**80,507,596.90**	**(2,724,247.82)**	**711,258.91**	**(1,844,504.17)**	**-**	**76,650,103.82**	

Completed By: ***Lourdes Marrón-Accountant***

Reviewed By: ***Ruben Ramirez- Controller***

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of July 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 7/31/2024
CASH WITH FISCAL AGENT							
US BANK							
COACHELLA FINANCING AUTHORITY							
Successor Agency to the Coachella Redevelopments Agency 2014 Series							
A/C #: 6712104701 Debt Service Fund	0.00%	287.26	-	1.22	-	-	288.48
A/C #: 6712104702 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712104703 Principal Account	0.00%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104704 Reserve Account	0.00%	827,612.50	-	-	-	-	827,612.50
COACHELLA SANITARY DISTRICT							
WASTEWATER SERIES 2015A							
A/C #: 6712148601 Bond Fund	0.00%	1,404.80	-	5.98	-	-	1,410.78
A/C #: 6712148602 Interest Account	0.00%	-	-	-	-	-	-
A/C #: 6712148603 Principal Account	0.00%	-	-	-	-	-	-
A/C #: 6712148604 Reserve Account	0.00%	310,175.00	-	-	-	-	310,175.00
COACHELLA SANITARY DISTRICT: PROJECT FUND 2011							
A/C #: 6711963500 Project Fund 2011	0.0100%	27,526.19		117.15	-	-	27,643.34

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of July 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 7/31/2024	
COACHELLA SUCCESSOR AGENCY								
MERGED PROJECT AREAS BONDS 98 & 99: BONDS 2013								
A/C #: 6712071401 Interest Account	0.00%	79.06	-	0.34	-	-	79.40	
A/C #: 6712071402 Interest Account	0.00%	(0.00)	-	-	-	-	(0.00)	
A/C #: 6712071403 Principal Account	0.00%	0.00	-	-	-	-	0.00	
A/C #: 6712071404 Reserve Account	0.00%	406,487.50	-	-	-	-	406,487.50	
SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A & 2016B								
A/C #: 6712160601 Debt Service	0.00%	1,373.90	-	5.85	-	-	1,379.75	
A/C #: 6712160602 Interest Account	0.00%	0.00	-	-	-	-	0.00	
A/C #: 6712160603 Principal Account	0.00%	0.00	-	-	-	-	0.00	
A/C #: 6712160604 Reserve Account	0.00%	1,993,663.46	-	-	-	-	1,993,663.46	
COACHELLA LEASE BONDS 2016								
A/C #: 6712179801 Payment Account	0.0000%	2,338.88	-	135.65	-	-	2,474.53	
A/C #: 6712179802 Interest Account	0.0000%	(0.00)	-	-	-	-	(0.00)	
A/C #: 6712179803 Principal Account	0.0000%	-	-	-	-	-	-	
A/C #: 6712179804 Reserve Account	0.0000%	612,331.26	-	-	-	-	612,331.26	
TOTAL US BANK OF CALIFORNIA		**4,183,279.81**	**-**	**266.19**	**-**	**-**	**4,183,546.00**	①
WELLS FARGO BANK, N.A.								
GAS TAX BONDS SERIES 2019								
A/C #: 83925300 Debt Service Fund	0.0000%	0.66	-	-	-	-	0.66	
A/C #: 83925301 Interest Account	0.0000%	170.47	-	21.98	-	-	192.45	
A/C #: 83925302 Principal Account	0.0000%	417.07		53.78	-		470.85	
TOTAL WELLS FARGO BANK, N.A.		**588.20**	**-**	**75.76**	**-**	**-**	**663.96**	②

CITY OF COACHELLA
TREASURER'S REPORT - INVESTMENT REPORT
As of July 31, 2024
Fiscal Year 2024-2025

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 6/30/2024	NET: DEPOSITS/ (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF (INTEREST)	PAYMENT OF (PRINCIPAL)	BALANCE AS OF 7/31/2024
WILMINGTON TRUST, N. A.							
CITY OF COACHELLA TAXABLE PENSION OBLIGATION BONDS							
A/C #: 144613-000 Revenue Account	0.03%	2,377.29	-	9.60	-	-	2,386.89
A/C #: 144613-001 Interest Account	0.03%	184,795.77	(101.00)	101.01	(184,795.77)	-	0.01
A/C #: 144613-002 Principal Account	0.00%	1,065,582.72	(580.86)	583.26	(1,065,000.00)	-	585.12
CITY OF COACHELLA 2022A BOND FUND							
A/C #: 154278-000 Bond Fund	1.76%	24,312.00	(19,508.55)	924.12	-	-	5,727.57
A/C #: 154278-001 Interest Account	0.00%	-	92,400.00	25.14	-	-	92,425.14
A/C #: 154278-002 Principal Account	0.00%	-	145,000.00	39.45	-	-	145,039.45
A/C #: 154278-004 Project FD Account	1.76%	1,162,825.38	(4,707.01)	4,868.53	-	-	1,162,986.90
CITY OF COACHELLA 2022B BOND FUND							
A/C #: 155657-000 Bond Fund	1.76%	2,049.52	592,667.28	2,258.20	(594,708.40)	-	2,266.60
A/C #: 155657-001 Interest Account	0.00%	-	104,700.00	28.48	-	-	104,728.48
A/C #: 155657-002 Principal Account	0.00%	-	490,000.00	133.32	-	-	490,133.32
A/C #: 155657-004 COI Account	0.00%	-	-	-	-	-	-
CITY OF COACHELLA BOFA 2023 ESCROW							
A/C #: 166682-000 Bond Fund		3,096,806.40	(690,630.81)				2,406,175.59
TOTAL WILMINGTGON TRUST BANK, N.A.		**5,538,749.08**	**709,239.05**	**8,971.11**	**(1,844,504.17)**	**-**	**4,412,455.07** ③
TOTAL CASH WITH FISCAL AGENT		**9,722,617.09**	**709,239.05**	**9,313.06**	**(1,844,504.17)**	**-**	**8,596,665.03**

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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 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	553,351.85	529,157.81
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	1,459,441.77	1,430,156.25
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	460,000.00	AA+	Aaa	09/07/21	09/09/21	452,273.44	0.67	386.48	457,784.22	437,215.65
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	344,337.89	331,625.00
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	407,336.28	388,475.00
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	208,255.81	198,745.30
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	188,652.91	179,282.82
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	114.13	349,392.14	330,257.83
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	1.63	154,191.52	150,524.99
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	263,157.87	248,146.88
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	268,298.20	254,010.92
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	472,002.61	446,871.07
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	1,292,135.38	1,241,831.19
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	648.64	308,629.57	291,448.42

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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	630,000.00	AA+	Aaa	12/03/21	12/07/21	613,019.53	1.15	1,318.21	623,665.32	592,298.41
US TREASURY 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	289,767.42	271,829.70
US TREASURY 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	312,521.51	304,636.74
US TREASURY 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	288,525.29	279,515.64
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	3,063.46	290,796.16	281,678.92
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	925,000.00	AA+	Aaa	09/14/22	09/15/22	871,451.17	3.68	9,605.77	894,211.08	883,230.52
US TREASURY NOTES DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	1,110,000.00	AA+	Aaa	08/03/22	08/05/22	992,062.50	2.92	1,402.58	1,041,652.18	1,007,151.62
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027	9128282R0	1,050,000.00	AA+	Aaa	09/01/22	09/06/22	995,490.23	3.40	10,903.85	1,016,490.39	995,531.25
US TREASURY NOTES DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	500,000.00	AA+	Aaa	11/01/22	11/03/22	496,738.28	4.27	6,931.35	497,897.72	501,250.00
US TREASURY NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	340,000.00	AA+	Aaa	12/06/22	12/08/22	344,728.13	3.81	3,544.36	343,136.22	340,850.00
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027	91282CAU5	1,210,000.00	AA+	Aaa	01/04/23	01/06/23	1,030,437.89	3.91	1,528.94	1,088,930.83	1,080,870.25
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	1,130,000.00	AA+	Aaa	02/07/23	02/08/23	973,962.89	3.82	23.03	1,020,310.55	1,010,643.75
US TREASURY NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	490,000.00	AA+	Aaa	05/01/23	05/02/23	489,502.34	3.65	5,969.36	489,629.04	483,721.88
US TREASURY NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	575,000.00	AA+	Aaa	05/08/23	05/09/23	517,095.70	3.51	2,415.47	531,668.93	521,363.31

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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 04/30/2023 3.500% 04/30/2028	91282CHA2	420,000.00	AA+	Aaa	05/01/23	05/01/23	418,047.66	3.60	3,714.95	418,537.35	412,781.25
US TREASURY NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	460,000.00	AA+	Aaa	05/15/23	05/16/23	460,844.53	3.46	4,068.75	460,637.94	452,093.75
US TREASURY NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	530,000.00	AA+	Aaa	06/01/23	06/02/23	527,888.28	3.71	3,254.58	528,381.21	523,209.38
US TREASURY NOTES DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	55,000.00	AA+	Aaa	07/06/23	07/10/23	54,093.36	4.37	191.30	54,286.96	55,034.38
US TREASURY N/B NOTES DTD 05/31/2024 4.500% 05/31/2029	91282CKT7	510,000.00	AA+	Aaa	06/05/24	06/06/24	514,442.58	4.30	3,887.70	514,319.75	522,750.00
US TREASURY N/B NOTES DTD 06/30/2024 4.250% 06/30/2029	91282CKX8	505,000.00	AA+	Aaa	07/02/24	07/03/24	502,139.65	4.38	1,866.30	502,180.17	512,022.63
Security Type Sub-Total		**18,465,000.00**					**17,518,502.73**	**2.72**	**69,369.04**	**17,934,514.04**	**17,490,212.51**
Municipal Bond / Note											
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	197,650.00
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	133,051.95
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	40,054.01	38,610.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	110,000.00	AA	Aa3	09/03/20	09/16/20	110,000.00	1.26	115.32	110,000.00	106,177.50
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	37,905.60
Security Type Sub-Total		**525,000.00**					**525,282.80**	**0.78**	**635.96**	**525,054.01**	**513,395.05**
Federal Agency Commercial Mortgage-Backed Security											

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	107,109.04	AA+	Aaa	03/19/20	03/25/20	112,414.28	1.95	273.31	107,487.10	106,057.07
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	236,357.21	AA+	Aaa	05/19/23	05/24/23	229,081.83	4.31	659.24	231,599.56	229,833.01
FHMS K064 A2 DTD 05/15/2017 3.224% 03/01/2027	3137BXQY1	360,000.00	AA+	Aaa	08/16/23	08/18/23	339,581.25	4.98	967.20	345,101.11	348,108.82
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	205,000.00	AA+	Aaa	08/16/23	08/18/23	193,284.57	4.97	554.01	196,377.37	198,037.24
FHLMC MULTIFAMILY STRUCTURED P DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	320,000.00	AA+	Aaa	08/17/23	08/22/23	299,250.00	5.01	831.20	304,441.26	307,799.50
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	315,932.95	AA+	Aaa	09/20/23	09/28/23	310,975.01	5.19	1,263.73	311,814.92	318,296.04
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	168,587.76	AA+	Aaa	09/07/23	09/14/23	166,066.53	5.01	653.28	166,502.11	169,247.28
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	273,129.44	AA+	Aaa	07/19/23	07/27/23	273,122.58	4.78	1,087.28	273,124.02	274,568.35
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	325,000.00	AA+	Aaa	07/13/23	07/20/23	328,246.10	4.59	1,305.15	327,555.98	327,886.39
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	345,000.00	AA+	Aaa	07/18/23	07/31/23	339,151.17	4.58	1,204.63	340,345.67	340,681.94
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	187,509.39	AA+	Aaa	09/19/23	09/28/23	187,508.44	5.27	823.79	187,508.60	191,702.29
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	340,000.00	AA+	Aaa	09/07/23	09/14/23	334,970.38	4.99	1,317.50	335,789.82	341,168.70
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	345,000.00	AA+	Aaa	10/11/23	10/19/23	337,432.08	5.26	1,362.75	338,547.01	347,340.60
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	260,000.00	AA+	Aaa	10/25/23	10/31/23	251,710.42	5.60	1,050.83	252,858.03	262,832.98

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	335,000.00	AA+	Aaa	09/20/23	09/28/23	330,995.75	5.07	1,340.00	331,611.30	338,063.26
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	135,000.00	AA+	Aaa	11/14/23	11/21/23	134,609.72	5.14	570.26	134,659.70	137,540.71
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	190,000.00	AA+	Aaa	11/28/23	12/07/23	189,454.13	4.93	769.50	189,520.52	192,155.67
FHMS K512 A2 DTD 12/01/2023 5.000% 11/01/2028	3137HBCF9	175,000.00	AA+	Aaa	12/11/23	12/21/23	176,634.15	4.78	729.17	176,448.47	177,861.29
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	195,000.00	AA+	Aaa	01/10/24	01/18/24	196,947.86	4.50	767.65	196,753.16	196,296.26
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	195,000.00	AA+	Aaa	02/01/24	02/08/24	196,949.81	4.34	742.95	196,773.15	195,120.92
FHMS K518 A2 DTD 03/01/2024 5.400% 01/01/2029	3137HC2L5	245,000.00	AA+	Aaa	03/19/24	03/28/24	250,915.53	4.83	1,102.50	250,532.00	253,125.99
FHMS K517 A2 DTD 03/01/2024 5.355% 01/01/2029	3137HC2C5	305,000.00	AA+	Aaa	03/05/24	03/14/24	314,145.73	4.66	1,361.06	313,490.49	314,622.84
FHMS K515 A2 DTD 02/01/2024 5.400% 01/01/2029	3137HBPD0	340,000.00	AA+	Aaa	02/14/24	02/22/24	349,159.60	4.78	1,530.00	348,414.88	350,973.21
FHMS K516 A2 DTD 03/01/2024 5.477% 01/01/2029	3137HBPM0	340,000.00	AA+	Aaa	02/29/24	03/07/24	350,198.98	4.78	1,551.82	349,437.40	352,167.38
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	195,000.00	AA+	Aaa	04/23/24	04/30/24	195,791.51	5.09	841.75	195,754.77	200,092.57
FHMS K524 A2 DTD 07/25/2024 4.720% 05/01/2029	3137HDV56	290,000.00	AA+	Aaa	07/16/24	07/25/24	291,780.89	4.58	228.13	291,774.60	292,439.87
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	340,000.00	AA+	Aaa	06/05/24	06/13/24	339,998.98	4.80	1,360.85	339,999.01	343,808.50
Security Type Sub-Total		**7,068,625.79**					**7,020,377.28**	**4.83**	**26,249.54**	**7,034,222.01**	**7,107,828.68**

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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 (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	199,900.77	193,192.60
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	175,000.00	AA+	Aaa	07/02/20	07/07/20	175,201.25	0.48	106.94	175,035.66	168,462.88
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	225,196.78	216,595.12
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	304,889.24	293,606.73
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	184,821.20	177,281.43
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	194,805.37	186,171.18
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	420,000.00	AA+	Aaa	10/21/20	10/22/20	417,727.80	0.49	682.50	419,500.06	400,984.08
FREDDIE MAC NOTES (CALLABLE) DTD 08/30/2022 4.050% 08/28/2025	3134GXS54	1,000,000.00	AA+	Aaa	08/19/22	08/30/22	999,600.00	4.06	17,212.50	999,856.67	991,168.00
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	285,000.00	AA+	Aaa	09/23/20	09/25/20	284,142.15	0.44	380.00	284,803.41	271,301.19
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	184,831.61	175,661.76
Security Type Sub-Total		**3,175,000.00**					**3,168,998.90**	**1.66**	**19,520.31**	**3,173,640.77**	**3,074,424.97**
Corporate Note											
NOVARTIS CAPITAL CORP DTD 02/14/2020 1.750% 02/14/2025	66989HAP3	295,000.00	AA-	Aa3	05/06/20	05/08/20	305,504.95	0.98	2,394.83	296,018.59	289,349.87
AMAZON.COM INC CORPORATE NOTES DTD 04/13/2022 3.000% 04/13/2025	023135CE4	80,000.00	AA	A1	04/11/22	04/13/22	79,872.80	3.06	720.00	79,970.41	78,906.64

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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											
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	137,212.11	133,318.44
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 08/10/2021 0.768% 08/09/2025	46647PCM6	50,000.00	A-	A1	08/03/21	08/10/21	50,000.00	0.77	183.47	50,000.00	49,949.60
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	71,790.58	68,395.32
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	220,000.00	A-	A1	03/17/22	03/22/22	220,000.00	3.38	2,460.92	220,000.00	217,018.56
BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	175,000.00	A+	Aa1	10/23/23	10/24/23	173,526.50	5.85	4,378.59	173,930.32	177,447.03
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	01/19/22	01/24/22	24,957.50	1.99	21.67	24,979.02	23,573.70
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	125,000.00	A	A2	01/27/22	01/31/22	124,923.75	1.96	108.33	124,962.21	117,868.50
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	200,315.00	188,053.00
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	A1	08/02/22	08/04/22	280,158.00	3.67	85.42	288,987.45	282,079.50
ADOBE INC (CALLABLE) CORP NOTE DTD 02/03/2020 2.150% 02/01/2027	00724PAC3	360,000.00	A+	A1	12/13/22	12/15/22	332,316.00	4.20	3,870.00	343,231.83	339,912.72
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 04/22/2021 1.578% 04/22/2027	46647PCB0	260,000.00	A-	A1	08/02/22	08/04/22	235,172.60	3.81	1,128.27	245,668.74	245,665.68
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	350,000.00	A	A2	01/25/23	01/27/23	330,256.50	4.15	3,729.44	336,701.45	332,545.15

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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											
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	125,000.00	A-	A1	09/14/23	09/18/23	114,296.25	5.13	1,606.52	116,397.36	118,626.63
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 04/22/2024 5.571% 04/22/2028	46647PEE2	110,000.00	A-	A1	06/03/24	06/04/24	110,733.70	5.38	1,685.23	110,696.18	112,147.75
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	115,000.00	A	A1	07/11/23	07/14/23	114,828.65	4.98	268.81	114,864.66	117,053.67
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	135,000.00	A	A1	07/13/23	07/17/23	136,833.30	4.64	315.57	136,450.36	137,410.83
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	110,000.00	A+	A1	09/06/23	09/11/23	109,808.60	5.29	2,245.83	109,839.07	112,753.08
CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	115,000.00	A+	Aa3	05/01/24	05/03/24	117,224.10	5.30	2,261.56	117,111.17	119,513.18
CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	400,000.00	A+	Aa3	09/26/23	09/29/23	400,000.00	5.80	7,866.29	400,000.00	415,698.00
BLACKROCK FUNDING INC CORPORATE NOTES (C DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	30,000.00	AA-	Aa3	03/05/24	03/14/24	29,945.70	4.74	536.58	29,949.40	30,272.16
BLACKROCK FUNDING INC CORPORATE NOTES (C DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	350,000.00	AA-	Aa3	04/09/24	04/11/24	348,376.00	4.81	6,260.14	348,465.75	353,175.20
MASTERCARD INC CORP NOTES (CALLABLE) DTD 05/31/2019 2.950% 06/01/2029	57636QAM6	300,000.00	A+	Aa3	06/26/24	06/27/24	275,595.00	4.82	1,475.00	276,016.00	281,811.60
PEPSICO INC CORPORATE NOTES (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	165,000.00	A+	A1	07/15/24	07/17/24	164,744.25	4.54	288.75	164,746.11	166,120.19

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		**4,602,000.00**					**4,501,820.33**	**3.99**	**45,035.47**	**4,518,303.77**	**4,508,666.00**
Certificate of Deposit											
COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	325,000.00	A+	Aa2	07/17/23	07/20/23	325,000.00	5.08	642.06	325,000.00	325,366.28
Security Type Sub-Total		**325,000.00**					**325,000.00**	**5.08**	**642.06**	**325,000.00**	**325,366.28**
Bank Note											
MORGAN STANLEY BANK NA BANK NOTES (CALLA DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	325,000.00	A+	Aa3	05/30/24	05/31/24	325,685.75	5.44	3,031.02	325,649.91	331,129.50
Security Type Sub-Total		**325,000.00**					**325,685.75**	**5.44**	**3,031.02**	**325,649.91**	**331,129.50**
Asset-Backed Security											
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	1,410.74	AAA	NR	01/20/21	01/27/21	1,410.46	0.34	0.21	1,410.66	1,405.26
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	18,745.15	AAA	Aaa	09/21/21	09/27/21	18,743.67	0.43	3.58	18,744.65	18,475.93
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	8,674.86	AAA	NR	04/13/21	04/21/21	8,672.99	0.52	2.00	8,674.26	8,600.32
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	11,564.44	AAA	NR	11/09/21	11/17/21	11,561.85	0.75	3.80	11,563.41	11,389.82
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	54,994.97	54,653.27
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/15/2027	161571HV9	305,000.00	AAA	NR	01/24/24	01/31/24	304,953.55	4.61	623.56	304,961.01	305,060.30
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	215,000.00	AAA	NR	08/15/23	08/22/23	214,955.67	5.42	420.03	214,964.99	216,352.31
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	65,000.00	AAA	NR	08/08/23	08/15/23	64,985.30	5.17	149.07	64,988.33	65,263.43

pfm asset management

Managed Account Detail of Securities Held

For the Month Ending **July 31, 2024**

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											
TAOT 2023-D A3 DTD 11/14/2023 5.540% 08/15/2028	89239FAD4	65,000.00	AAA	NR	11/07/23	11/14/23	64,992.99	5.54	160.04	64,993.93	65,925.87
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	235,000.00	AAA	Aaa	08/15/23	08/23/23	234,985.43	5.53	577.58	234,988.19	236,645.71
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	270,000.00	AAA	NR	09/07/23	09/15/23	269,925.16	5.17	619.20	269,936.96	272,589.98
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	275,000.00	AAA	NR	09/12/23	09/19/23	274,987.71	5.23	639.22	274,989.63	278,245.30
HART 2023-C A3 DTD 11/13/2023 5.540% 10/16/2028	44918CAD4	95,000.00	AAA	NR	11/03/23	11/13/23	94,987.51	5.54	233.91	94,989.13	96,094.86
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	120,000.00	NR	Aaa	12/07/23	12/14/23	119,983.88	4.98	265.60	119,985.74	120,900.14
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	35,000.00	NR	Aaa	01/09/24	01/17/24	34,992.96	4.85	70.73	34,993.65	34,956.13
Security Type Sub-Total		**1,775,395.19**					**1,775,127.35**	**4.93**	**3,782.71**	**1,775,179.51**	**1,786,558.63**
Managed Account Sub-Total		**36,261,020.98**					**35,160,795.14**	**3.35**	**168,266.11**	**35,611,564.02**	**35,137,581.62**
Securities Sub-Total		**$36,261,020.98**					**$35,160,795.14**	**3.35%**	**$168,266.11**	**$35,611,564.02**	**$35,137,581.62**
Accrued Interest											**$168,266.11**
Total Investments											**$35,305,847.73**

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Ruben Ramirez, Controller

SUBJECT: Investment Report – July 31, 2024

STAFF RECOMMENDATION:

Staff recommends that the City Council receive and file the investment report for July of 2024.

EXECUTIVE SUMMARY:

On June 12, 2024, 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, 2024. In addition, this report includes detailed information and current activity on individual investments.

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

There was no unusual investment activity to report.

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

FISCAL IMPACT:

None, this report is receive and file only.

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Carlos Campos, City Attorney

SUBJECT: Resolution No. 2024-64 Approving and Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974

STAFF RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2024-64 Approving and Adopting the Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

EXECUTIVE SUMMARY:

Pursuant to the Political Reform Act (the "Act"), the City Council directed staff to: (1) conduct a review of the City's Conflict of Interest Code ("Code") to determine if a change in the Code was necessary; (2) File a biennial notice regarding the results of the review no later than the required deadline; (3) revise the Code as necessary based upon such review; and (4) submit the amended Code to the City Council for adoption and approval, in accordance with Section 87303 of the Act.

During the review process, staff found that amendments to the City's Conflict of Interest Code are necessary. A redline version of the proposed amended Code is attached.

BACKGROUND:

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a Conflict of Interest Code. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances (Sections 87306 and 87306.5). The City Council is the City's code-reviewing body. As the code-reviewing body, the City Council directed that the Code be reviewed and, if a change in the Code was necessary, that a revised Code be prepared and submitted to the City Council for adoption and approval.

During this review, staff found that amendments to the Code are necessary to include new positions that must be designated, revise the titles of existing positions and deletes titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

ATTACHMENTS:

Legislative Version of Proposed Amended Conflict of Interest Code
Resolution No. 2024-64.

NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE CITY OF COACHELLA

NOTICE IS HEREBY GIVEN that the City of Coachella intends to amend its Conflict of Interest Code (the "Code") pursuant to Government Code Section 87306.

The Code designates those positions, members, officers, and consultants who make or participate in the making of decisions and are subject to the disclosure requirements of the City's Code. The City's proposed amendment includes new positions that must be designated, revise the titles of existing positions and deletes titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

The proposed amended Code will be considered by the City Council on December 11, 2024, at 6:00 p.m. at the City Council Chambers, 1515 Sixth Street, Coachella, California. Any interested person may be present and comment at the public meeting or may submit written comments concerning the proposed amendment.

Any comments or inquiries should be directed to the attention of Delia Granados, Deputy City Clerk, City of Coachella, 53-462 Enterprise Way, Coachella, CA 92236; (760) 398-3502 extension 102; dgranados@coachella.org. Written comments must be submitted no later than December 11, 2024, at 5:00 p.m.

Copies of the proposed amended Code may be obtained from the office of the City Clerk during regular business hours, Monday through Thursday 7:00 a.m. to 6:00 p.m.

CONFLICT OF INTEREST CODE
OF THE
CITY OF COACHELLA

(Amended December 11, 2024)

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Coachella (the "City").**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, may electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's filing officer. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF COACHELLA

(Amended December 11, 2024)

PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager and/or City Administrator, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code Regs. § 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments[1]. These positions are listed here for informational purposes only.

Finance Director/Deputy City Treasurer

Financial Consultant

[1] Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Accountant	5
[Position Abolished]	
Assistant Engineer	2, 3, 5
Assistant Engineer – Utilities	2, 3, 5
Assistant to the City Manager	1
Associate Planner	2, 3, 5
Building Inspectors	3, 6
Building Maintenance Worker	5
Chief Building Official	3, 5, 6
Chief Treatment/Collection System Operator	2, 3, 5
City Attorney (not filing under Gov. Code § 87200)	1, 2
City Clerk	5
City Engineer	2, 3, 5
Code Compliance Manager	2, 3, 5, 6
Code Compliance Officer	5, 6
Community Development Technician	6
Construction Project Coordinator	5
Controller	4

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Customer Service Supervisor	5
Deputy City Clerk	5
Development Services Director	1, 2
Economic Development Director	1, 2
Environmental/Regulatory Program Manager	2, 3, 5
Finance Manager	4
Fleet Services Coordinator	5
Grants Manager	7
Human Resources Manager	5
Information Technology Manager	5
Information Technology Tech	5
Management Analyst	4
Parks Supervisor	2, 3, 5
Principal Planner	1, 2
Public Information Officer	5
Public Works Director	1, 2
Public Works/Landscape and Lighting Inspector	2, 5, 6

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Recreation Services Coordinator	5
Sanitary Superintendent	3, 5
Senior Center Assistant	5
Senior Center Coordinator	5
Senior Civil Engineer	2, 3, 5, 6
Senior Code Compliance Officer	2, 3, 6
Senior Public Works Maintenance Worker	5, 6
Senior Water Service Worker	5
Street Supervisor	2, 3, 5
Utilities Director	1, 2
Wastewater Superintendent	2, 3, 5
Water Superintendent	2, 3, 5
BOARDS & COMMISSIONS	
Parks and Recreation Commission	2, 3, 5
Consultants and New Positions[2]	

[2] Individuals serving as a consultant as defined in Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED

statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; Regs. 18219 and 18734.). The City Manger's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.[3] "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which engage in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6**:** All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization; if the source is of the type to receive grants or other monies from or through

[3] This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

the City or its subdivisions.

RESOLUTION NO. 2024-64

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest governing officers, employees and consultants of the City of Coachella (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on November 9, 2022, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Conflict of Interest Code (the "Code"); and

WHEREAS, the potential penalties for violation of the provisions of the Act are significant and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Code was provided to each affected designated employee and was publicly posted for review; and

WHEREAS, a public meeting was held regarding the proposed amended Code at a regular meeting of the City Council on December 11, 2024, at which all persons present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED

1. The City Council does hereby approve and adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and which shall remain on file with the City Clerk and which shall remain available to the public for inspection and copying during regular business hours.

2. The said amended Conflict of Interest Code shall become effective immediately after the date of its adoption and approval on December 11, 2024.

PASSED, APPROVED AND ADOPTED this 11th day of December, 2024.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Carlos Campos
City Attorney

STATE OF CALFORNIA)
COUNTY OF RIVERSIDE)
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing resolution No. 2024-64 was adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11th day of December, 2024, by the following vote of Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Delia Granados, Deputy City Clerk

CONFLICT OF INTEREST CODE
OF THE
CITY OF COACHELLA

(Amended December 11, 2024)

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs. § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Coachella (the "City").**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, may electronically file their annual statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City's filing officer. The **City Clerk** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF COACHELLA

(Amended December 11, 2024)

PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager and/or City Administrator, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code Regs. § 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments[1]. These positions are listed here for informational purposes only.

Finance Director/Deputy City Treasurer

Financial Consultant

[1] Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Accountant	5
Assistant Engineer	2, 3, 5
Assistant Engineer – Utilities	2, 3, 5
Assistant to the City Manager	1
Associate Planner	2, 3, 5
Building Inspectors	3, 6
Building Maintenance Worker	5
Chief Building Official	3, 5, 6
Chief Treatment/Collection System Operator	2, 3, 5
City Attorney (not filing under Gov. Code § 87200)	1, 2
City Clerk	5
City Engineer	2, 3, 5
Code Compliance Manager	2, 3, 5, 6
Code Compliance Officer	5, 6
Community Development Technician	6
Construction Project Coordinator	5
Controller	4
Customer Service Supervisor	5
Deputy City Clerk	5
Development Services Director	1, 2

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Economic Development Director	1, 2
Environmental/Regulatory Program Manager	2, 3, 5
Finance Manager	4
Fleet Services Coordinator	5
Grants Manager	7
Human Resources Manager	5
Information Technology Manager	5
Information Technology Tech	5
Management Analyst	4
Parks Supervisor	2, 3, 5
Principal Planner	1, 2
Public Information Officer	5
Public Works Director	1, 2
Public Works/Landscape and Lighting Inspector	2, 5, 6
Recreation Services Coordinator	5
Sanitary Superintendent	3, 5
Senior Center Assistant	5
Senior Center Coordinator	5
Senior Civil Engineer	2, 3, 5, 6
Senior Code Compliance Officer	2, 3, 6

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Senior Public Works Maintenance Worker	5, 6
Senior Water Service Worker	5
Street Supervisor	2, 3, 5
Utilities Director	1, 2
Wastewater Superintendent	2, 3, 5
Water Superintendent	2, 3, 5
BOARDS & COMMISSIONS	
Parks and Recreation Commission	2, 3, 5
Consultants and New Positions[2]	

[2] Individuals serving as a consultant as defined in Reg. 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; Regs. 18219 and 18734.). The City Manger's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code § 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.[3] "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which engage in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6**:** All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization; if the source is of the type to receive grants or other monies from or through

[3] This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

the City or its subdivisions.

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

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

SUBJECT: Construction Contract with GMAT Inc, DBA Inland Overhead Door in the amount of $267,000 and 10% for contingency for the construction of the Fire Station #79 Garage Door Replacement Project, (F-7).

STAFF RECOMMENDATION:

Authorize the City Manager to execute a construction contract with GMAT Inc, DBA Inland Overhead Door in the amount of $267,000 and 10% contingency for the construction of the Fire Station #79 Garage Door Replacement Project (F-7).

BACKGROUND:

On December 8th, 2021, City Council authorized staff to advertise the Fire Station #79 Rehabilitation and Expansion Project to seek competitive construction bids and appropriated $6,800,000 in funding for the project's completion including $5,000,000 in ARPA funding and $1.8 million in Fire DIF funding. In July 2022, City Council awarded a construction contract for the rehabilitation and expansion of the Fire Station. This contract excluded rehabilitation of the existing garage doors.

In June 2024 , City Council adopted Resolution 2024-29 to appropriate additional ARPA funds, in the amount of $300,000, for the Fire Station Remodel Project to include the replacement of the six (6) bay roll up doors.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City Standards and in compliance with California Public Contract Code. On October 20, 2024, the City issued the Notice Inviting Bids (NIB) with a non-mandatory job walk held on October 29, 2024. The project bid opening was held on November 19, 2024 at 2:00 p.m., with two companies submitting bids for this project. The bid opening results are listed below:

Company Name:	**Bid Amount:**
GMAT Inc. DBA Inland Overhead Door Co.	$267,000
National Garage Door	$335,550

Staff has reviewed the bids and has determined GMAT Inc. DBA Inland Overhead Door Co. is the lowest, responsive, responsible bidder.

FISCAL IMPACT:

The Fire Station #79 Garage Door Replacement project is proposed to be funded with the following allocations:

- ARPA (Fund 152) - $267,000
- General Fund (Fund 101)- $26,700 (contingency)

These appropriations will replace previous budgeted appropriations. With this action, Council will be approving all necessary transfers between the appropriated funds above and the City's CIP Fund (182).

ATTACHMENTS:

1. Construction Contract – GMAT Inc. DBA Inland Overhead Door Co.
2. Bid Summary – F-7

CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), is made and entered into this 11th day of December, 2024, 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 **GMAT Inc. DBA Inland Overhead Door**, 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:

FIRE STATION #79 GARAGE DOOR REPLACEMENT PROJECT

CITY PROJECT NO. F-7

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 delivery of the Garage Doors will be in accordance with the "Preliminary Schedule" provided by the Contractor with the Bid Submittal documentation. The Contractor shall complete all Work required by the Contract Documents within **60 Working Days** from the final installation noted in the "Preliminary Schedule", notwithstanding any delays caused by the City's site improvement contractor. 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 **Two Hundred Sixty-Seven Thousand Dollars ($267,000.00)**. 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 **$1,000.00** 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 Project 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.dir.ca.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.

[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

By:_____
Gabriel Martin
City Manager

ATTEST:

By: _____
Delia Granados, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

GMAT INC. DBA INLAND OVERHEAD DOOR

IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:

_____

C-61 492369

_____
Contractor's License Number and Classification

1000017098
DIR Registration Number

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

END OF CONTRACT

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 _____, 2024, 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

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53990 Enterprise Way, California 92236, (hereinafter referred to as the "City") has awarded to _____**,** (hereinafter referred to as the "Contractor") an agreement for **Fire Station #79 Garage Door Replacement Project, City Project NO. F-7,** (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 _____, (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 _____ **DOLLARS, ($_____)**, 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 (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, 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 part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

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 the 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. 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:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. 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.

iii. Permit the City to complete the Project in any manner consistent with California 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2024.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.

(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) _____

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 _____, 2024, 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

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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 _____, 2024, 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

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on _____date_____ , 2024, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Fire Station #79 Garage Door Replacement Project, City Project No. F-7** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein 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 _____ **Dollars ($_____)** 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 Civil Code Section 9100, 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 Revenue and Taxation Code Section 18663, 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, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 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 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 the 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 Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract 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 Contract, 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 _____, 2024.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

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 _____, 2024, 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

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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 _____, 2023, 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

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

CITY OF COACHELLA
Fire Station #79 Garage Door Replacement Project
Project No. F-7

Bid Schedule				GMAT Inc. DBA Inland Overhead Door Co.		National Garage Door	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Garage Door Replacements (6 Doors)	1	LS	$267,000.00	$267,000.00	$335,550.00	$335,550.00
			TOTAL:	$267,000.00	$267,000.00	$335,550.00	$335,550.00

Indicates Apparent Low Bidder

STAFF REPORT
12/11/2024

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 No's P-30 & P-32, Bagdouma Park Misc. Site Improvements

---

STAFF RECOMMENDATION:

Accept the City Project No's P-30 & P-32 Project Name as complete and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.

BACKGROUND:

On July 10, 2024 City Council awarded a construction contract to Three Peaks Corporation for the Bagdouma Park Misc. Site improvements project. The project added a restroom and concession stand by the soccer fields located on the southeast corner of Avenue 51 and Frederick Street and replaced an existing restroom next to the sports courts located on the northeast corner of Avenue 52 and Frederick Street at Bagdouma Park. The project also included the installation of four (4) Musco sports lights at soccer fields 1 & 2. The restroom buildings, concession stand and sports lights were purchased directly from the vendor and provided to the contractor for installation.

DISCUSSION/ANALYSIS:

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

FISCAL IMPACT:

No Fiscal Impact to General Fund. Construction was executed using Park DIF (Fund 126) in an amount of $919,000, CDBG (Fund 210) in an amount of $611,800 and General Fund (Fund 101) in an amount of $127,104.12. Original contract award amounts and final costs are listed below. The project was constructed within budget including all quantities totaling $1,657,904.12.

Project Item:	**Project Award:**	**Project Final Costs:**
Construction Contract (Three Peaks)	$272,272.00	$422,743.48
Construction Contingency	$160,840.80	$13,079.89
Public Restroom Company (Building Purchase)	$998,100.00	$1,003,759.00
Musco Sports Lighting (Light Purchase)	$180,000.00	$157,143.75
Landmark Engineering materials testing	$10,000.00	$8,418.00
Design & Construction Engineering	$39,800.00	$52,760.00
TOTAL CONSTRUCTION PROJECT COST:	**$1,661,012.80**	**$1,657,904.12**

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: Delia Granados, Deputy City Clerk City of Coachella 53990 Enterprise Way Coachella, CA 92236	(For Recorders Use)

Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as Bagdouma Park Misc. Site Improvements, City Project No's P-30 & P-32 has been completed and was accepted by the undersigned awarding authority on the date hereof. Bagdouma Park improvements are located within City right-of-way in various areas located within the City of Coachella.

The contractor on such work was Three Peaks Corporation and the surety on his bond is The Ohio Casualty Insurance Company located at 701 B Street 6th Floor, San Diego CA 92101.

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: December 11, 2024 (Date of Acceptance)

City of Coachella (Name of Political Subdivision)

Owner Address:
53990 Enterprise Way
Coachella, CA 92236

By:_____
Steven A. Hernandez

Title: Mayor
City of Coachella

State of California)
) ss
County of Riverside)

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

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

_____
Delia Granados, Deputy City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Ordinance No. 1217 Increasing Compensation of the Elected City Clerk and the City Treasurer Positions (Second Reading)

RECOMMENDED ACTION:

Staff recommends that the City Council conduct the second reading and adopt the following Ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE SECTION 2.08.010 REGARDING CITY CLERK AND TREASURER COMPENSATION

BACKGROUND:

In 2005, the City Council set the monthly salary for the City Clerk and City Treasurer at Three Hundred Dollars and Zero Cents ($300.00). Since that time, nineteen (19) years have passed and the compensation amount has not been adjusted.

The proposed Ordinance was reviewed in November 2024 and the City Council voted in favor to increase the salary of the City Clerk and City Treasurer to Seven Hundred Dollars and Zero Cents ($700.00) and to move the Ordinance forward for second reading and adoption.

DISCUSSION/ANALYSIS:

The Coachella Municipal Code Section 2.08.010 provides for the salary of the City Clerk and City Treasurer to be $300.00 per month. However, the salary of the City Clerk and City Treasurer was set in 2005 and there has not been an increase or adjustment in the last nineteen (19) years.

The City Clerk and the City Treasurer, in a general-law city, must receive, at stated times, a compensation fixed by ordinance or resolution, pursuant to California Government Code Section 36517.

The only other City in the Coachella Valley with an elected City Clerk and City Treasurer is the City of Indio. The salary for the City Clerk in 2023 was $1,200.00 per year and the City Treasurer salary was $200 per year per transparentcalifornia.com. Similarly, the elected City Clerk and City Treasurer for the City of Banning have a fixed yearly salary of $1,200.00 not including benefits.

In contrast, in the City of Blythe the elected City Clerk has a fixed yearly salary of $7,200.00 plus benefits. The City of Blythe elected City Treasurer has a fixed yearly salary of $6,000 plus benefits.

Currently, the monthly salary for each City Council member is $1,275.00.

The proposed Ordinance would increase the City Clerk and City Treasurer salary to Seven Hundred Dollars and Zero Cents ($700.00). The City Clerk and City Treasurer salary increase will take effect on the proposed Ordinance's effective date.

The increase in salary is in the best interests of the City because it will encourage qualified persons to seek the positions of the City Clerk and City Treasurer and ensure that the City Clerk and City Treasurer positions are compensated comparably to City Clerk and City Treasurer positions of other general law cities.

FISCAL IMPACTS

City Clerk and City Treasurer compensation, under this ordinance, will be increase the impact to the General Fund by $9,600 per year.

ATTACHMENT

1. Ordinance No. 1217 Increasing Compensation of the Elected City Clerk and the City Treasurer Positions.

ORDINANCE NO. 1217

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE SECTION 2.08.010 REGARDING CITY CLERK AND TREASURER COMPENSATION

WHEREAS, the City of Coachella, California ("City") is a general law city organized and existing under the Constitution and laws of the State of California; and

WHEREAS, the City Municipal Code Section 2.08.010 provides for the salary of the City Clerk and City Treasurer to be Three Hundred and Zero Cents ($300.00) per month; and

WHEREAS, Government Code section 36517 allows the City Council to fix City Clerk and City Treasurer salaries by ordinance or resolution; and

WHEREAS, in line with recent City employee salary increases, the City Council desires to also increase the salaries for the City Clerk and City Treasurer by amending Coachella Municipal Code section 2.08.010; and

WHEREAS, the proposed salary increases are in compliance with the Government Code; and

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

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

SECTION 1. Incorporation of Recitals. The Recitals herein are true and correct and incorporated herein by this reference.

SECTION 2. Amendment to Municipal Code. Coachella Municipal Code Chapter 2.08.010 *Compensation of the City Clerk and City Treasurer established* is amended to read as follows:

"2.08.010 – Compensation of the city clerk and city treasurer established.

The compensation of the city clerk and the city treasurer is fixed as follows:

City clerk (per month plus health benefits in the same amount as paid to management employees and council members)	$700

City treasurer (per month plus health benefits in the same amount as paid to management employees and council members)	$700

"

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

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Publication. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once, in a newspaper of general circulation, published and circulated in the City of Coachella, California. This Ordinance of the City of Coachella shall be effective thirty (30) days after the date of its passage.

PASSED, APPROVED, AND ADOPTED this 11th day of December, 2024.

_____
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. 1217 was duly and regularly introduced at a meeting of the City Council on the 13th day of November 2024, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 11th day of December, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Adopt Resolution No. 2024-67 To Increase the Transient Occupancy Tax (TOT) Rate at Thirteen Percent (13%) Pursuant to Measure Y Effective January 1, 2025

STAFF RECOMMENDATION:

Staff recommends that the City Council adopts Resolution No. 2024-64 to increase the Transient Occupancy Tax (TOT) rate to thirteen percent (13%) pursuant to Measure Y effective January 1, 2025.

BACKGROUND:

For many years, the City of Coachella has imposed a transient occupancy tax (TOT), which is a general excise tax levied on a guest's temporary occupancy at a hotel, motel or short-term rental within the City. Until recently, the maximum authorized TOT rate was 9%.

However, the City Council placed Measure Y before the voters on the November 5, 2024 General Municipal Election ballot. In addition to making certain technical updates to the ordinance, Measure Y authorizes the City Council to increase the maximum transient occupancy tax (TOT) rate from 9% to 13%. Measure Y was approved by Coachella voters 52.4% to 47.6%.

The City's TOT is authorized in Municipal Code Chapter 4.28. Section 4.28.030 was specifically changed by Measure Y to increase the TOT from 9% to a maximum of 13%. However, this new maximum rate is not "self-executing", meaning it is not automatic. Therefore, the current TOT rate remains, for the moment, at 9%. Under Section 4.28.150, the City Council has the authority to adjust the TOT rate to any figure that is within the voter-approved 13% maximum.

Therefore, Staff is bringing the attached Resolution No. 2024-67 before the Council to increase the TOT rate to 13%, effective January 1, 2025.

DISCUSSION/ANALYSIS:

The City Council elected to move forward to consider an increase in the City's TOT rate from 9%

to 13% as proposed in the Resolution shown as Attachment 1. The City's TOT rate has not been raised previously and generates approximately $822,617 in TOT revenue through short-term rental lodging establishments. The proposed increase would generate additional general revenue for City services identified by the Council including, but not limited to, fire, police, paramedic services, street operations and maintenance, library services, parks and recreation services, and general municipal services to the public.

The Resolution in Attachment 1 includes a draft Ordinance which will formalize this increase in the TOT rate given voter approval. The Council may make revisions to the Ordinance as long as any changes to the tax amount or the methodology for imposing the tax levied by the Council does not increase the tax beyond that which was approved by the voters.

FISCAL IMPACT:

An increase in the TOT rate from 9% to 13% is estimated to increase annual revenues to the City from $822,617 to $1,172,617. This projection is based on the current levels of Short-Term Rental (STR) revenues ($822,617 + $350,000 = $1,172,617).

ALTERNATIVES:

The City Council has the following alternatives to consider:

1. Adopt the Resolution No. 2024-64 to increase the Transient Occupancy Tax (TOT) rate at Thirteen Percent (13%) pursuant to Measure Y effective January 1, 2025.

2. Provide staff with alternative direction.

ATTACHMENTS:

1. Resolution No. 2024-67

RESOLUTION NO. 2024-67

A RESOLUTION TO ADOPT AN INCREASE IN THE TRANSIENT OCCUPANCY TAX (TOT) RATE AT THIRTEEN PERCENT (13%) PURSUANT TO MEASURE Y EFFECTIVE JANUARY 1, 2025.

WHEREAS, the City of Coachella Municipal Code, Chapter 4.28 defines and imposes a tax on transient occupancies in Coachella hotels, motels and short-term rentals; and

WHEREAS, the City Council desires to propose an amendment to the Coachella Municipal Code to increase the maximum rate of the TOT from nine percent (9%) to thirteen percent (13%); and

WHEREAS, currently, the TOT tax is set at a rate of 9%; and

WHEREAS, at the November 5, 2024 General Municipal Election, the voters of Coachella approved an increase in the maximum TOT rate from nine percent (9%) to thirteen percent (13%), along with making other technical amendments to the Chapter ("Measure Y"); and

WHEREAS, Section 4.28.150 of the Coachella Municipal Code (approved as part of "Measure Y") authorizes the City Council to adjust the TOT rate upwardly or downwardly to any rate within the voter-approved thirteen percent (13%) maximum without a further vote of the People; and

WHEREAS, pursuant to its authority under the Coachella Municipal Code, the City Council desires to set the TOT tax at the rate of thirteen percent (13%).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. As authorized by Coachella Municipal Code sections 4.28.030 and 4.28.150, the transient occupancy tax (TOT) rate is set at thirteen percent (13%) of rent payable by the transient (as defined in Chapter 4.28 of the Municipal Code), effective January 1, 2025.

SECTION 2. Except as otherwise stated herein, all provisions of Chapter 4.28 of the Coachella Municipal Code shall apply to the imposition, collection and administration of the Coachella transient occupancy tax.

SECTION 3. Pursuant to Section 4.28.150 of the Coachella Municipal Code, the City Council may, by future resolution or ordinance, adjust the transient occupancy tax rate set forth herein, without a further vote of the People; provided that the adjusted rate is no higher than the voter-approved thirteen percent (13%) maximum rate set forth in Section 4.28.030.

SECTION 4. CEQA. The City Council hereby finds and determines that this resolution relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of

the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 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 11th day of December 2024.

_____
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. 2024-67 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11h day of December, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Adopt Resolution No. 2024-68 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City's Active Transportation Program (ATP) Project

---

STAFF RECOMMENDATION:

Staff recommends that the City Council considers adopting Resolution No. 2024-19 authorizing the City Manager to submit an application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the amount not-to-exceed twenty-five million ($25,000,000) dollars for the City's Active Transportation Program (ATP) Project.

BACKGROUND:

The U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program provides grants for surface transportation infrastructure projects with significant local or regional impact. The eligibility requirements of RAISE allow project sponsors, including state and local governments, counties, Tribal governments, transit agencies, and port authorities, to pursue multi-modal and multi-jurisdictional projects that are more difficult to fund through other grant programs.

The RAISE program, previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 and operated under annual appropriations acts until authorized by the Bipartisan Infrastructure Law (BIL) in November 2021.

The City of Coachella will submit an application under Round 2:
The Department will make another round of selections using a portion of the $1.5 billion in FY 2025 RAISE BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts

are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY2 025 appropriation.

DISCUSSION/ANALYSIS:

The City of Coachella is submitting a RAISE Grant application for funding in the amount not-to-exceed $25,000,000 for its ATP Connecting Coachella project. Connecting Coachella is the direct result of extensive outreach, engagement, data collection, and feasibility analysis conducted as a part of the 2020 Coachella Active Transportation Plan. Connecting Coachella is also the result of winning the California Transformative Climate Communities grant, which funds projects that address climate change.

The project will create 3.6 miles of a Class I multi-modal path, 2.6 miles of Class II bike lanes, 1.4 miles of sidewalk, and 14 crosswalk enhancements. The project will connect to the Coachella Valley Link Multi-Use Trail (CV Link) and the Arts and Music Line Connector Multimodal Pathway. Infrastructure improvements also include a roundabout; sidewalks; lighted bollards; 6- to 12-foot landscape buffer with shade trees; high-visibility crosswalks; enhanced signals; and raised medians and Americans with Disabilities Act (ADA) ramps to improve pedestrian/bicycle safety at crossings, reduce speeding, and improve visibility for walking/biking. New shade structures, benches, drinking fountains, bike repair kiosks, trash cans, and art installations will enhance the path as well.

The project will benefit students, families, residents, and visitors by bringing needed active transportation infrastructure and improved safety, making active transportation a more viable option.

FISCAL IMPACT

Submission of this grant application has no fiscal impact on the City of Coachella. The project site is in an identified Area of Persistent Poverty and Historically Disadvantaged Community, making it eligible for up to 100% in Federal funding.

ALTERNATIVES:

1. Adopt Resolution No. 2024-69 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City's Active Transportation Program (ATP) Project

2. Not Adopt Resolution No. 2024-69 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City's Active Transportation Program (ATP) Project

ATTACHMENTS:

1. Resolution No. 2024-68

RESOLUTION NO. 2024-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO U.S. DEPARTMENT OF TRANSPORTATION (DOT) REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM IN THE AMOUNT NOT-TO-EXCEED TWENTY-FIVE MILLION ($25,000,000) DOLLARS FOR THE CITY'S ACTIVE TRANSPORTATOIN PROGRAM (ATP) PROJECT

WHEREAS, the U.S. Department of Transportation ("Grantor") Released a Notice of Funding Opportunity for the submittal of applications for its Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program ("Grant") dated November 1, 2024; and

WHEREAS, the Grant opportunity will hold two rounds of selections: Round 1 – The Department is reserving a portion of the $1.5 billion in FY 2025 RAISE funds, provided by the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law, or BIL), for Highly Rated applications that were not selected under the FY 2024 RAISE NOFO and designated FY 2024 Projects of Merit; Round 2 – The Department will make another round of selections using a portion of the $1.5 billion in FY 2025 RAISE BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act; and

WHEREAS, the City has determined that it is in its best interests to submit an application for Round 2 grant program funds to create 3.6 miles of a Class I multi-modal path, 2.6 miles of Class II bike lanes, 1.4 miles of sidewalk, 14 crosswalk enhancements, and infrastructure improvements; and

WHEREAS, City shall submit an application to the Grantor to participate in the Grant program and for an allocation not-to-exceed $25,000,000 for its proposed Active Transportation Program (ATP) Project; and

WHEREAS, the City is familiar with the terms, conditions and limitations of such Grant; and

WHEREAS, the City is willing and able to conform to each of the terms, conditions, and limitations imposed upon any such Grant to the City; and

WHEREAS, the City understands that the Grantor must approve said application and will require the City to execute a Grant Agreement and other necessary documents upon approval; and

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

SECTION 1: That the City Manager, or his designee, is hereby authorized to execute an application for Grant funds for the purpose of obtaining financial assistance provided by the U.S. Department of Transportation.

SECTION 2: The City of Coachella hereby agrees to comply with each and all of the terms, conditions, and limitations imposed by the Grantor upon said Grant, and the City Manager,

or his designee, is hereby authorized and directed to execute any applications, agreements, assurance, extensions, amendments or other documents as may be necessary in connection with acceptance and implementation of said Grant as may be required by the Grantor.

PASSED, APPROVED and **ADOPTED** this 11th day of December, 2024.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela 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. 2024-68 was duly adopted by the City Council of the City of Coachella at its regular meeting thereof, held on the 11h day of December, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: Adopt Resolution No. 2024-69 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City's State Route 86 at Ave 50 Interchange Project

---

STAFF RECOMMENDATION:

Staff recommends that the City Council considers adopting Resolution No. 2024-19 authorizing the City Manager to submit an application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the amount not-to-exceed twenty-five million ($25,000,000) dollars for the City's State Route 86 at Ave 50 Interchange Project.

BACKGROUND:

The U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program provides grants for surface transportation infrastructure projects with significant local or regional impact. The eligibility requirements of RAISE allow project sponsors, including state and local governments, counties, Tribal governments, transit agencies, and port authorities, to pursue multi-modal and multi-jurisdictional projects that are more difficult to fund through other grant programs.

The RAISE program, previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 and operated under annual appropriations acts until authorized by the Bipartisan Infrastructure Law (BIL) in November 2021.

The City of Coachella will submit an application under Round 2:
The Department will make another round of selections using a portion of the$1.5 billion in FY 2025 RAISE BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts

are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY 2025 appropriation.

DISCUSSION/ANALYSIS:

The City of Coachella is submitting a RAISE Grant application for funding in the amount not-to-exceed $25,000,000 for the SR-86 Avenue 50 Interchange Project. Proposed improvements include the realignment and widening of Avenue 50 from the existing two-lane roadway to a six-lane major arterial, and the realignment of Tyler Street on both the east and west sides of SR-86.

The project will improve safety by implementing an overcrossing structure eliminating potential conflicts between mainline and crossing traffic at the existing at-grade crossing. The existing accident rates are currently higher than statewide average. The new interchange will also add and encourage more active transportation, allowing traffic to keep flowing and reducing both greenhouse gases and idling.

Consistent with the California State Transportation Agency's (CalSTA) Climate Action Plan for Transportation Infrastructure (CAPTI), the project will include sidewalks and portion of CV Link access ramps promoting walking, biking, and LSEV, resulting in reducing greenhouse gas emissions (GHG). The project will also act as a catalyst to stimulate economic development by providing better employment and housing opportunities. It will also create environmental sustainability and resiliency benefits for the residents to work locally, resulting in fewer vehicle miles traveled (VMT) in accordance with CAPTI guiding principles.

FISCAL IMPACT

Submission of this grant application has no fiscal impact on the City of Coachella. The project site is in an identified Area of Persistent Poverty and Historically Disadvantaged Community, making it eligible for up to 100% in Federal funding.

ALTERNATIVES:

1. Adopt Resolution No. 2024-69 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City’s State Route 86 at Ave 50 Interchange Project

2. Not Adopt Resolution No. 2024-69 Authorizing the City Manager to Submit an Application to the U.S. Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program in the Amount Not-To-Exceed Twenty-Five Million ($25,000,000) Dollars for the City’s State Route 86 at Ave 50 Interchange Project

ATTACHMENTS:

1. Resolution No. 2024-69

RESOLUTION NO. 2024-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO U.S. DEPARTMENT OF TRANSPORTATION (DOT) REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM IN THE AMOUNT NOT-TO-EXCEED TWENTY-FIVE MILLION ($25,000,000) DOLLARS FOR THE CITY'S STATE ROUTE 86 AT AVE 50 INTERCHANGE PROJECT

WHEREAS, the U.S. Department of Transportation ("Grantor") Released a Notice of Funding Opportunity for the submittal of applications for its Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program ("Grant") dated November 1, 2024; and

WHEREAS, the Grant opportunity will hold two rounds of selections: Round 1 – The Department is reserving a portion of the $1.5 billion in FY 2025 RAISE funds, provided by the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law, or BIL), for Highly Rated applications that were not selected under the FY 2024 RAISE NOFO and designated FY 2024 Projects of Merit; Round 2 – The Department will make another round of selections using a portion of the $1.5 billion in FY 2025 RAISE BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act; and

WHEREAS, the City has determined that it is in its best interests to submit an application for Round 2 grant program funds to realign and widen Avenue 50 from the existing two-lane roadway to a six-lane major arterial, and realign Tyler Street on both the east and west sides of SR-86; and

WHEREAS, City shall submit an application to the Grantor to participate in the Grant program and for an allocation not-to-exceed $25,000,000 for its proposed SR-86 at Avenue 50 Interchange Project; and

WHEREAS, the City is familiar with the terms, conditions and limitations of such Grant; and

WHEREAS, the City is willing and able to conform to each of the terms, conditions, and limitations imposed upon any such Grant to the City; and

WHEREAS, the City understands that the Grantor must approve said application and will require the City to execute a Grant Agreement and other necessary documents upon approval; and

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

SECTION 1: That the City Manager, or his designee, is hereby authorized to execute an application for Grant funds for the purpose of obtaining financial assistance provided by the U.S. Department of Transportation.

SECTION 2: The City of Coachella hereby agrees to comply with each and all of the terms, conditions, and limitations imposed by the Grantor upon said Grant, and the City Manager,

or his designee, is hereby authorized and directed to execute any applications, agreements, assurance, extensions, amendments or other documents as may be necessary in connection with acceptance and implementation of said Grant as may be required by the Grantor.

PASSED, APPROVED and **ADOPTED** this 11th day of December, 2024.

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela 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. 2024-69 was duly adopted by the City Council of the City of Coachella at its regular meeting thereof, held on the 11h day of December, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Authorize a Sponsorship Grant to Culturas Music & Arts' Arte del Barrio Events in the Amount of $9,500

STAFF RECOMMENDATION:

Staff recommends that the City Council consider approving a sponsorship request for Culturas Music & Arts in the amount of $9,500 for two separate Arte del Barrio events to be scheduled to take place before May 2025.

BACKGROUND:

Culturas Music & Arts was founded in 2009 and operates out of the Eastern Coachella Valley. Culturas has worked to change the stigma of the community by providing art and music venues. They have worked with numerous artists, musicians, and local organizations to realize projects. They are continuously expanding their vision to serve the community. Their goals include collaborating with local artists on public arts projects and creating community arts.

DISCUSSION/ANALYSIS:

Arte del Barrio provides a platform for local artists to showcase their work and fosters a deeper appreciation for the diverse cultural expressions within the community. The event not only highlights the talent of emerging and established artists but also encourages community engagement and dialogue through various workshops, exhibitions, and performances. Bringing together individuals from diverse backgrounds, the event creates a space where cultural exchange and mutual understanding thrive. Arte del Barrio also includes live music, interactive art for children and adults, merchandise and craft vendors,

Budget

First Event
Live Music & DJ - $500
Artist Supplies - $500
(4) Artist Stipends - $1,250

(3) Coordinator stipends - $1,500
Flyers/ Promotions - $ 1,000
Total - $4,750

Second Event
Live Music & DJ - $500
Artist Supplies - $ 500
(4) Artist Stipends - $1,250
(3) Coordinator stipends - $ 1,500
Flyers/ Promotions - $ 1,000
Total - $4,750

Grand Budget Total - $9,500

ALTERNATIVES:

1. Authorize a Sponsorship Grant to Culturas Music & Arts' Arte del Barrio Events in the Amount of $9,500

2. Not authorize the sponsorship request

FISCAL IMPACT:

Should the City Council approve the request as submitted, an appropriation of $9,500 from the Art Development Impact Fees (DIF) Fund will be required to allow for sponsorship award.

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Authorize the Allocation of Funds in the Amount of $10,000 for the Coachella Youth Art Program

---

STAFF RECOMMENDATION:

Staff recommends that the City Council consider the authorization and allocation of funds for the City of Coachella's Youth Art Program in the amount of $10,000. At its last meeting on November 12, 2024, the Cultural and Arts Commission recommended the proposal to move forward with utilizing the $10,000 in allocated funds to establish the Coachella Youth Art Program. This program aligns with the Commission's mission to foster cultural enrichment and equitable access to the arts. The recommendation reflects the Commission's commitment to providing meaningful opportunities for artistic expression and community engagement.

This initiative underscores the city's dedication to fostering cultural enrichment, promoting artistic expression, and providing equitable access to the arts for all members of our community.

BACKGROUND:

The City of Coachella Cultural and Arts Commission was established to advise the City Council on cultural enrichment and to promote the integration of the arts into the community's social and economic fabric. Guided by Ordinance No. 1173, the commission serves as an advocate for cultural activities and programs that improve the quality of life for residents. Members of the commission are dedicated city residents with a shared commitment to advancing visual arts, performing arts, historic preservation, and arts education.

DISCUSSION/ANALYSIS:

In alignment with this mission, the commission has proposed the implementation of a Youth Art Program to address the need for creative opportunities and arts education within the city. Program goals and structure are in discussion to possibly be implemented.

The proposed Youth Art Program aims to:

1. Provide access to art education with an emphasis on inclusivity and equity.

2. Cultivate a vibrant artistic community by collaborating with local artists and organizations.
3. Promote cultural identity and self-expression through various art forms.

The program will be implemented in two phases:

1. Phase One:
    - Utility Box Art projects to enhance public spaces.
    - Seasonal window art displays in collaboration with local businesses.
    - Acrylic paint nights designed to engage youth and families in creative activities.
2. Phase Two:
    - Development of an art residency program possibly featuring mural creation, graphic design workshops, and photography courses.
    - Opportunities for mentorship by professional local artists to inspire and educate participants.
    - Possibly working with Coachella Unified School District and or College of the Desert with a focus on enhancing the program's reach and impact.

ALTERNATIVES:

1. Authorize the Allocation of Funds in the Amount of $10,000 for the Coachella Youth Art Program

2. Not authorize the allocation request

FISCAL IMPACT:

If approved, the City Council will authorize the allocation of $10,000 from the Art Development Impact Fee reserves to sponsor this program. This appropriation represents an investment in the city's cultural development and directly supports the engagement of our youth in meaningful, creative endeavors.

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Award maintenance agreements to both Amtek Construction and Desert Elite Electric, Inc. for the As Needed Electrical Repairs Project No. 102424B, not to exceed $200,000.

STAFF RECOMMENDATION:

Award maintenance agreements to both Amtek Construction and Desert Elite Electric, Inc. for the As Needed Electrical Repairs Project No. 102424B, not to exceed $200,000.

EXECUTIVE SUMMARY:

The City published a Request for Proposals (RFP) for As Needed Electrical Repairs Project No. 102424B. The RFP was published to select licensed electrical contractor(s) that can complete repairs to electrical as needed in city buildings, city parks and throughout the Landscape Lighting and Maintenance Districts. This RFP closed on October 30, 2024 at 2pm and the City received three responses.

One of the three responses received was deemed not responsive as the contractor did not have an active Department of Industrial Relations (DIR) number. After review of the two responsive proposals received and discussions with both proposers, staff recommends awarding a maintenance agreement to both proposers (Amtek Construction and Desert Elite Electric, Inc.). Awarding the Project to two contractors will provide redundancy and improve staff's access to resources when needed. The term and compensation of both agreements will be identical – the terms will commence January 1, 2025 – December 31, 2027 and not exceed $200,000.

FISCAL IMPACT:

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

Attachment:

Proposed Agreements

As Needed Electrical Repairs Project No. 102424B

City of Coachella

MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of December, 2024 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as "City") and Amtek Construction with its principal place of business at 946 N Lemon St. Orange, CA 92867 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the As Needed Electrical Repairs Project No 102424B ("Project") as set forth in this Agreement.

2.3 License Requirements.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Electrical Repair Maintenance services

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2025 to December 31, 2027, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

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

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

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

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

3.2.5 Contractor's Representative. Contractor hereby designates Alan Sayce or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent

and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its 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.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit "D", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Hundred Dollars ($100.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to

such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* **$1,000,000;** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **$1,000,000** per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Thousand Dollars and Zero Cents ($200,000.00).** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

CONTRACTOR:

Amtek Construction
946 N Lemon St.
Orange, CA 92867
Attn: Alan Sayce
Allan@amtekconstruction.com

CITY:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236 Attn:
Maritza Martinez
mmartinez@coachella.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

CITY OF COACHELLA

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

AMTEK CONSTRUCTION

By: _____
Alan Sayce
Vice President

Attest:

_____
Delia Granados
Deputy City Clerk

Approve as to Form:

_____
Carlos Campos
City Attorney

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

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

EXHIBIT "B"

SCHEDULE OF MAINTENANCE SERVICES

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

a. Emergency Repair: 3 hours
b. Non-Emergency Repair: 24-72 hours

EXHIBIT "C"

COMPENSATION

LICENSED ELECTRICIAN HOURLY COST -	$183.00 PER HOUR/
APPRENTICE/HELPER HOURLY COST -	$159.00 PER HOUR
TRAVEL TIME EXPENSE FLAT RATE OR	$250.00 PER TRIP
TRAVEL TIME PER HOUR	$35.00 PER HOUR

MATERIAL COST-15% MARKUP

As Needed Electrical Repairs Project No. 102424B

City of Coachella

MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of December, 2024 by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236, (hereinafter referred to as "City") and Desert Elite Electric & Construction, Inc. with its principal place of business at 81920 Industrial Pl. Indio, CA 92201 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the As Needed Electrical Repairs Project No 102424B ("Project") as set forth in this Agreement.

2.3 License Requirements.

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

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Electrical Repair Maintenance services

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

3.1.2 Term. The term of this Agreement shall be from January 1, 2025 to December 31, 2027, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

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

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

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

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

3.2.5 Contractor's Representative. Contractor hereby designates Eric Rath or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent

and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its 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.

3.2.7.1 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services specified in Exhibit "D", attached hereto and incorporated herein by this reference, are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Hundred Dollars ($100.00) per day** for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to

such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* **$1,000,000;** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* **$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **$1,000,000** per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Thousand Dollars and Zero Cents ($200,000.00).** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

CONTRACTOR:

Desert Elite Electric & Construction, Inc.
81920 Industrial Pl.
Indio, CA 92201
Attn: Eric Rath
erath@deeandc.com

CITY:

City of Coachella
53-462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez
mmartinez@coachella.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

CITY OF COACHELLA

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

Attest:

_____
Delia Granados
Deputy City Clerk

Approve as to Form:

_____
Carlos Campos
City Attorney

DESERT ELITE ELECTRIC & CONSTRUCTION, INC.

By: _____

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES

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

EXHIBIT "B"

SCHEDULE OF MAINTENANCE SERVICES

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

a. Emergency Repair: 1 hours
b. Non-Emergency Repair: 24-48 hours

EXHIBIT "C"

COMPENSATION

LICENSED ELECTRICIAN HOURLY COST -	$108.05 PER HOUR/
APPRENTICE/HELPER HOURLY COST -	$96.78 PER HOUR
TRAVEL TIME EXPENSE FLAT RATE OR	$25.00 PER TRIP
TRAVEL TIME PER HOUR	$0.00 PER HOUR

MATERIAL COST-20% MARKUP

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Appointment of two Commissioners to the Coachella Youth Advisory Commission.

STAFF RECOMMENDATION:

Appointment of two Commissioners to the Coachella Youth Advisory Commission.

EXECUTIVE SUMMARY:

In July, Council action approval of Resolution No. 2024-25 approved compensation for the existing Youth Advisory Commission (YAC). This resolution allows YAC Commissioners to receive a $50.00 compensation per scheduled meeting; subject to the presence of a quorum. Since approval of Resolution 2024-25 the City has heavily marketed the opportunity through various outlets to Coachella youth. The YAC consists of ten (10) Coachella youth members that are enrolled in high school. Their duties shall include the following:

- Act in an advisory capacity to the city council in all matters involving young people in the City of Coachella.
- Work to anticipate the educational, recreational and cultural needs of the city's youth.
- Work to ensure the coordination of the community resources in order to improve the quality of life for all its youth.

On September 25, 2024 the City Council Appointed the following eight (8) Commissioners:

- Alejandro Cobos
- Sehwa Meza
- Libni Valle
- Ivan Mendez-Perez
- Christian Fausto
- Briana Lara-Saldivar
- Izabella Nunez
- Jade Arguelles

Since the YAC appointments in September, the City has received two additional YAC applications. Currently, the YAC does have two vacancies. Staff recommends the appointment of the two new applicants (Aaralyn Arriaga and Joshua Pulido) to the YAC.

FISCAL IMPACT:

None.

Attachments: Applications received (2)

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Aaralyn Arriaga

ADDRESS: 83934 Corte el Alba, Coachella, CA

TELEPHONE: 760 - 397 - 5178 **E-MAIL:** aaralynarriaga7@gmail.com.

COMMISSION:

- ☐ **Planning**
- ☐ **Cultural and Arts**
- ☐ **Parks and Recreation**
- ☐ **Utilities User Tax Citizen Oversight (UUT)**
- ☒ **Youth Advisory** (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
- ☐ **Social Justice & Public Safety**

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

   I should be appointed because as a young person who would like to make future impacts on my community I want to learn the necessary leadership, communication, and collaboration skills that will help me do so.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

   The goals and objectives of the Commission that I envision are to amplify youth voices promote involvement of youth within our community, and advocate for more opportunities of internships for young people. To help achieve these objectives and goals I will show initiative through engagement with my peers. and A[illegible]nitment by attending all meetings for the Commission.

3. What special qualities can you bring to the Commission?

The special qualities that I can bring to the Commission is my passion for deeper involvement within my community, my resilience that helps me perservere through difficult assignments, and my adaptability to new responsibilities.

4. Do you have any questions or comments about the Commission's structure or functions?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

As a 17 year old and current senior at Coachella Valley High School, I would love to be part of the Coachella Youth Advisory Council. If selected, I will be the voice of many young adults not only from my school, but my community as well. I will highly be involved and attending all the youth advisory meetings.

Signature Aaralyn Arriaga Date 09.12.24

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

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year. Delia Granados.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)

will be my number 1 priority. My 4.0 GPA and top 5% of my class as well as my 2024 Coachella Promise Student Internship experience will be my contributions to our beloved city of Coachella.

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: Joshua Pulido

ADDRESS: 50903 Suncrest St Apt H, Coachella, CA 92236

TELEPHONE: (760) 262-7459 **E-MAIL: jpulido11436@nova-student.org**

COMMISSION:

Planning
Cultural and Arts
Parks and Recreation
Utilities User Tax Citizen Oversight (UUT)
Youth Advisory (To be eligible for appointment to the Commission you must be enrolled in high school. Please state your age and high school you currently attend in the "other comments" in section 5.)
Social Justice & Public Safety

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. Members may only serve on one commission/committee.

Note: In the event a member of the commission has three (3) consecutive unexcused absences from meetings of the Commission, the City Council may declare the office of such member vacant.

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualifies you as a candidate?

As a high school student and Coachella resident, I believe I should be appointed to the Coachella Youth Advisory Council because I am eager to take part in important and valuable conversations that will lead the city to a healthier place. My background includes being school president for Bobby Duke in my 8th grade year (23-24), as well as being the current school secretary for NOVA Academy Early College High School student leadership group. I have invaluable experience in planning events for school such as Prom, Back to School Night, Senior College Fairs, and much more. Additionally, I am also a founding member of the RivCo Friday Night Live chapter on campus. I thrive working in a team environment that encourages collaboration and innovation and look forward to making a positive change in our community.

2. What do you see as the goals and objectives of the Commission? How would you help achieve these objectives and goals?

The goal of the commission is the improvement of recreational areas and programs, because they are essential to the development of Coachella's younger population. As a younger Coachella citizen, I believe in striving for better programs that encourage personal growth and that teach important values throughout the City of Coachella and its schools. To help achieve these aims and goals, I would personally keep open communication with the advisors of this Youth Commission and ensure that I am knowledgeable about my role as a Youth Commission member. I will make sure to make my voice be heard, and I will bring great developmental ideas to the table which I am confident will better the state of Coachella's youth.

3. What special qualities can you bring to the Commission?

I will be a responsible Commission member and will take any responsibility given to me seriously, and I will also prioritize the Coachella Youth Commission. I am an active communicator; I can actively listen, communicate, and make sure we are all heard. Additionally, I will, of course, be respectful to all communities and citizens no matter what, and I will show empathy and sympathy whenever needed. I am a talented team player and know how to work together as one with a group of other people no matter the age. In addition, I have integrity and strive to always do the right thing and be honest. Finally, I will be an attentive member who will be active and present, and as a Coachella citizen, will be an active citizen who works to create change.

4. Do you have any questions or comments about the Commission's structure or functions?

Yes, I have many questions about the Commission's structure and its functions. What is the purpose of the youth commission? What are its goals? What is the youth commission's role in the city? What does it advise the city council on? What activities will the youth commission undertake or engage in? How does the youth commission encourage youth involvement in municipal government? What community programs does the youth commission recommend? How is the youth commission made up? Who serves on it? What opportunities for professional development are available to youth commission members? What scholarships and internship opportunities open or become available for Youth Commission members?

5. Other comments and/or ideas as to how you as a member of the selected Commission could benefit the City of Coachella.

My passion for youth empowerment and community engagement is the driving force behind my dedication to making a positive change for Coachella. I plan to commit to the Commission by involving young citizens in community projects and initiatives, providing them with tools and the resources they need for them to thrive. By fostering a sense of community and belonging among the youth, I aim to create a city where every single individual can contribute and succeed. To add, I have done volunteering work at the Coachella Library and at NOVA Academy ECHS. As for specific ideas, I believe implementing a mentorship program that pairs professionals with high school students would offer valuable guidance and would fulfill the needs of young citizens. Additionally, I am willing to collaborate with local leaders, organizations, and fellow commission members.

Signature: _____ Date: 10/9/24

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

Youth Advisory Commission Note: The term of a Commissioner is one year from August to June; mirroring the local school district's school year.

PLEASE RETURN THIS COMPLETED APPLICATION TO:

Deputy City Clerk
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

cityclerk@coachella.org

(Revised 10-30-2023)

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize award of a Professional Services Agreement with Citiguard Inc. for Security Guard Services Project No. 082224, for $300,000.

STAFF RECOMMENDATION:

Authorize award of a Professional Services Agreement with Citiguard Inc. for Security Guard Services Project No. 082224, for $300,000.

EXECUTIVE SUMMARY:

A request for proposals (RFP) for security guard services was published and closed on September 23, 2024 at 2pm. The City received seven (7) responses. A three-member staff panel reviewed and scored all responses received. The final scores are depicted below and reflect the highest scoring proposal to be from Citiguard Inc.

	Absolute International Security	American Global Security	Citi Guard	Security Services Northwest	OPS Security	Platinum Security	Power Security
Evaluator 1	79	74	91	64	55	62	53
Evaluator 2	75	75	100	55	45	35	30
Evaluator 3	85	70	95	55	55	45	40
Total	239	219	286	174	155	142	123

Staff recommends award to the highest scoring proposer, Citiguard Inc.

The City has contracted for security guard services since 2016 to deter acts of vandalism at various city facilities. Services to be provided through this agreement include patrol and support services at the following sites:

- City Parks; The contracted services would include locking all park restrooms every night, a total of eleven (11), and patrolling twelve (12) city facilities between 10pm to 6am every night.
- City Facilities (Library/Senior Center); The selected firm will continue to provide security guard services Monday–Friday at the Coachella Library and Coachella Senior Center.
- LLMD; Patrol services will also continue to include evening patrols from 8pm–4am, Thursday–Sunday, to the following LLMD areas: 16, 17, 20, 25, 29, 30, 31, 32, 33, 36.

Staff is recommending award of a professional services agreement to Citiguard Inc., in the amount not to exceed $300,000 during a one-year term, for the various services identified.

FISCAL IMPACT:

The recommended action will not have a fiscal impact as these funds were budgeted for in the submitted 2024/2025 fiscal budget.

Attachment:

Proposed Agreement

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT - Citiguard

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of December, 2024, by and between the City of Coachella, a municipal organization organized under the laws of the State of California with its principal place of business at 53-990 Enterprise Way, Coachella, California 92236 ("City") and Citiguard Inc., a corporation with its principal place of business at 22736 Vanowen St., Ste. 300 West Hills, CA 91307. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

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

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

2.3 Project. City desires to engage Consultant to render such services for the **Security Guard Services Project Number 082224** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **January 1, 2025** to **December 31, 2025,** unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. City alone (not the Consultant) shall have the option to extend the term of this Agreement for three (3) successive one (1) year periods (individually, "Subsequent Term" and collectively, "Subsequent Terms") on the same terms and conditions as set forth in this Agreement

(including, without limitation, the rates set forth in the Compensation Schedule attached hereto as Exhibit "C" and incorporated by reference herein); provided however, that the amount of the total compensation, including authorized reimbursements, for any Services rendered in any Subsequent term(s) (if such Subsequent Term(s) is desired by City), shall not exceed the amount required to be appropriated by City, in its sole and absolute discretion. Such extension(s) shall be made by City providing written notice to Consultant. Consultant shall complete the Services within the applicable Term of the Agreement, and shall meet any other established schedules and deadlines as may be set by City staff on an on-call and as-needed basis from time to time.

3.2 Responsibilities of Consultant.

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

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

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

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

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. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

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

pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand

in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

3.2.10.7 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy

shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.3 Fees and Payments.

3.3.1 Compensation: Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($300,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

City	**Consultant**
City of Coachella	**Citiguard**
53462 Enterprise Way	22736 Vanowen St., Ste 300
Coachella, CA 92236	West Hills, CA 91307
Attn: **Maritza Martinez,**	Attn: **Howard Fridkin,**
Public Works Director	**Senior Security Consultant**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

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

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

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the

prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

[SIGNATURES ON FOLLOWING PAGE.]

CITY OF COACHELLA

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

Attest:

_____
Delia Granados
Deputy City Clerk

Approve as to Form:

_____
Carlos Campos
City Attorney

Citiguard Inc.

By: _____

EXHIBIT "A"

SCOPE OF SERVICES

SPECIFICATIONS

1. General – The Vendor shall:

1.1 Have at least five (5) years of consecutive experience in the security guard/screening industry under the current company name, and must have experience in multi - government agency facility protection.

1.2 Agree and ensure that security personnel fully perform their duties in accordance with City imposed policies, procedures, and conditions for continued service at this account.

1.3 All assigned security personnel must pass a comprehensive pre-employment background/reference check. Vendor to absorb costs associated with such background/reference checks. The following are grounds for rejection for providing services to the City:

1.3.1 Any felony conviction.

1.3.2 Any conviction for a substance abuse (felony or misdemeanor).

1.3.3 Any misdemeanor conviction of a crime of violence.

1.3.4 Any misdemeanor conviction for theft or moral turpitude.

1.3.5 Any gang affiliation.

1.3.6 Any excessive record of arrests with few or no convictions.

1.3.7 Any current or pending criminal investigation in which the applicant is a suspect.

1.4 Ensure that security personnel possess the following minimum physical and mental capabilities:

1.4.1 Sufficient color perception to distinguish primary colors (red, blue, and yellow).

1.4.2 Ability to use both eyes with far vision correctable to 20/40 and near vision correctable to 13-16 inches.

1.4.3 Average hearing loss not in excess of 20 decibels (dB) and frequencies from 500 – 3000 cycles per second (cps). Use of a hearing aid is acceptable, as long as the device is in good working order and is in operation during the hours the security officer is on duty.

1.4.4 The full range of use of fingers, both hands, and both legs; the ability for rapid mental and muscular coordination simultaneously; and the ability to climb a ladder and perform other similar activities.

1.5 Ensure that security personnel have normal concern for their own physical safety and shall

take reasonable precautions not to place themselves in situations that would encourage violence or jeopardize the safety of other persons in the area.

1.6 Ensure the conduct and behavior of security personnel are beyond reproach. Security personnel are to be polite, cooperative, and able to work in harmony with one another, visitors, and with other City of Coachella employees.

1.7 Ensure that security personnel respond to subpoenas pertaining to any City account.

1.8 Schedule security coverage for vacations, holidays, unscheduled absences, and/or other unplanned occurrences. Any costs (including overtime) associated with scheduling vacations, holidays, and absences are the responsibility of the vendor. These costs must be included in the billing rate.

1.9 Immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Vendor.

1.10 Ensure that security personnel are fully aware of the political sensitivities that exist in a municipal government.

1.11 Provide strict key control policies for any and all government keys and key cards. Keys issued to the successful vendor are not to be duplicated. Should the successful vendor lose a set of keys, or should it be shown that duplication of the keys by the successful vendor has wrongfully occurred, the successful vendor must reimburse the City of Seattle for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of $100,000.

1.12 Have a ready source of qualified individuals to perform the function and administer the employee selection and scheduling, billing, and administrative functions of the contract.

1.13 Maintain a reserve of immediately available alternates in the event a scheduled individual, because of illness or other reason, becomes unavailable to perform the functions of the position, so that no position is ever uncovered.

1.14 Ensure that security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.

1.15 Ensure that security personnel give undivided attention to their duties and given responsibilities. Long, unnecessary conversations with other individuals shall be avoided.

1.16 Ensure that security personnel do not read, write, or study while on duty—except as may be required in connection with their duties and responsibilities.

1.17 Ensure that security personnel do not smoke or use other forms of tobacco products while on the job. These products are not allowed on City property.

1.18 Ensure that security personnel do not read unauthorized material, eat, or groom <u>while in public view</u>. Ensure that security personnel do not wear headphones, smoke, conduct personal calls, or bring visitors onto the work site.

1.19 Ensure that security personnel are equipped with the necessary equipment and supplies to properly perform his or her duties.

1.20 Ensure that security personnel are not permitted to provide themselves with unauthorized personal equipment (e.g., firearms, chemical agents, knives, etc.).

1.21 Ensure that security personnel neither use nor have in their possession intoxicants and/or controlled substances on or near the job site. The odor of intoxicants and/or controlled substances on our about the vendor's security and supervisory personnel shall cause the vendor to immediately remove the individual(s) from the job site.

1.22 Provide services as described. After three (3) failures by the vendor to comply with the terms of the contract within a contract year, the contract will be subject to immediate termination.

1.23 Ensure that security personnel comply with the duties and responsibilities as outlined in these specifications.

1.24 Ensure that all scheduling information is provided in military time (24-hour scale).

1.25 Agree and ensure that security personnel may be required to perform other duties as assigned on a permanent or temporary basis—regardless of the job description.

1.26 Ensure prompt replacement of security personnel in the event of illness or emergency.

1.27 Within ten (10) working dates after receiving notice that the Contract has been terminated, and as a condition of final invoice payment by the City to the Vendor, the Vendor shall provide a list of all employees that are providing such services to the City buildings and facilities, including the name, address, phone number, date of hire, and employment classification of each covered employee.

1.28 Ensure that security personnel keep their clothing neat, clean, and well pressed at all times. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

1.29 Ensure security personnel is equipped with a patrol vehicle that is in good condition, clearly marked, has security lights and global positioning system that is made accessible to City.

2. Scope of Work – Vendor Shall:

- Vendor shall designate an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. Vendor shall not replace the Account Manager unless prior written notice is given to and approved by the City

- Provide dispatch center services for all afterhours alarm calls 7 days a week, 365 days a year.

- Provide two patrols of the following locations seven days a week, 365 days a year, between the hours of 2000 hours – 0600 hours:

    - Bagdouma Park (six bathroom facilities)
      a. 84599 Avenue 52, Coachella.
    - Dateland Park (one bathroom facility)
      a. 51805 Shady Lane, Coachella
    - Veterans Park (one bathroom facility)
      a. 1515 6th Street, Coachella
    - Sierra Vista Park (one bathroom facility)

a. 50570 Calle Mendoza, Coachella
- Rancho De Oro Park (one bathroom facility)
  a. 84600 Avenue 50, Coachella
- Rancho Las Flores Park (one bathroom facility)
  a. 48-400 Van Buren Street, Coachella
- City Hall
  a. 1515 Sixth Street, Coachella
- Corporate Yard
  a. 53462 Enterprise Way, Coachella
- Coachella Civic Center
  a. 53990 Enterprise Way, Coachella
- Sr. Center
  a. 1540 7th Street, Coachella
- Coachella Library
  a. Sixth Street, Coachella
- Well Sites (6)

- Provide patrols of the following locations weekly Thursdays-Sundays, 365 days a year, between the hours of 1800 hours – 0400 hours:

  - LLMD areas: 16, 17, 20, 25, 29, 30, 31, 32, 33, 36

- Provide security guard only (non-patrol services) for the following city facilities to ensure no loitering in or around city facilities.
  - Senior Center
  - City Library

- Vendor/Contractor shall develop a set of Post Orders documenting both general procedures as well as site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by the City's representative within thirty (30) days from commencement of services to the City.

- Each site patrol is to take 15-20 minutes and should consist of foot and vehicle patrols. During each patrol, guards will check all exterior doors/facility structure and assure they are locked and have not been tampered with.

- Park sites shall be completed first each night to allow locking and securing of all park restrooms every evening as close to 10pm as possible.

- Confirmation that the assigned patrols were performed using barcode scanning checkpoints/GPS.

- Provide each security officer with specialized training relating to the security requirements of this account.

- The vendor must ensure the stability of its workforce.

- Submit personnel qualification summaries on all personnel proposed to be assigned to the City account. The personnel qualification summaries shall outline (in detail) the training and experience qualifications of each security officer (and account manager) proposed for use under the contract. Resumes must be for key personnel / positions only. For security officers,

include all training that they are required to have for the company (including State of California private security officer license).

- Ensure that security personnel remain awake and alert at all times. The vendor shall take appropriate disciplinary action in the event a security officer is found asleep (or appears to be asleep) while on duty.

2.9 Ensure that security personnel document any security incidents on incident report forms and provide electronic copies to the City. These forms should be used to document any damages noted including graffiti at any of the City facilities. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.

3.0 Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year. The Account Manager must develop and implement a paperwork management program.

3. Rate Increases:

Prior to each contract anniversary date thereafter, the Vendor may submit a price increase request, but in no case more frequently than once per year.

The Vendor is to demonstrate:

- Increases are within the changes to the CPI Index for Riverside County;
- Clearly identify the items and/or job titles impacted by the increase;
- Provide documentation acceptable to the City to warrant the increase;
- And agree that contract prices shall remain firm for a minimum of 365 days after affecting the requested increase.

The request shall be considered and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the City.

4. On-Call Security Service: When the City requests service, there is an expectation that service will be provided, and in a very short time depending on the amount of coverage.

13.1 "On-call" services may consist of, but not be limited to, the following:

--- Fire watches
--- After hours meetings
--- Substation watches.
--- Special security watch due to threats.
--- Natural disasters.
--- Civil disturbances.
--- Event staff.
--- Political events.
--- Protests.
--- Vehicle patrols.
--- Foot patrols.
--- Traffic Control Services.
--- General (standard service).

EXHIBIT "B"

SCHEDULE OF SERVICES

- Provide two patrols of the following locations seven days a week, 365 days a year, between the hours of 10pm – 6am:
    - Bagdouma Park (six bathroom facilities)
        a. 84599 Avenue 52, Coachella.
    - Dateland Park (one bathroom facility)
        a. 51805 Shady Lane, Coachella
    - Veterans Park (one bathroom facility)
        a. 1515 6th Street, Coachella
    - Sierra Vista Park (one bathroom facility)
        a. 50570 Calle Mendoza, Coachella
    - Rancho De Oro Park (one bathroom facility)
        a. 84600 Avenue 50, Coachella
    - Rancho Las Flores Park (one bathroom facility)
        a. 48-400 Van Buren Street, Coachella
    - City Hall
        a. 1515 Sixth Street, Coachella
    - Corporate Yard
        a. 53462 Enterprise Way, Coachella
    - Coachella Permit Center
        a. 53990 Enterprise Way, Coachella
    - Senior Center
        a. 1540 7th Street, Coachella
    - Coachella Library
        a. 1500 Sixth Street, Coachella
    - Cesar Chavez & 6th Street Park
        a. Cesar Chavez & Sixth Street
    - Well Sites
        a. 6 sites

- Each site patrol is to take 15-20 minutes and should consist of foot and vehicle patrols. During each patrol, guards will check all exterior doors/facility structure and assure they are locked and have not been tampered with.
- Park sites shall be completed first each night to allow locking and securing of all park restrooms every evening as close to 10pm as possible.
- Provide patrols of the following locations weekly Thursdays-Sundays, 365 days a year, between the hours of 1800 hours – 0400 hours:
    - LLMD areas: 16, 17, 20, 25, 29, 30, 31, 32, 33, 36
- Provide security guard only (no vehicle patrol) for the following city facilities to ensure no loitering in or around city facilities.
    - Senior Center
    - City Library

EXHIBIT "C"

COMPENSATION

Total Agreement Award Not to Exceed $300,000.00

- **Facility Patrol Services (no vehicle); Library, Senior Center**
  - Security Guard Services Hourly Rate: $28.00
  - Annual Not to Exceed Amount: $125,000.00

- **Park and LLMD Patrol Services (with vehicle)**
  - Security Guard Services Hourly Rate: $32.00
  - Annual Not to Exceed Amount: $175,000.00

Additional On Call Services Available

Fire Watches	$32.00
After Hours Meetings	$32.00
Substation Watches	$32.00
Special Security Watch due to Threats	$32.00
Natural Disasters	$38.00
Civil Disturbances	$32.00
Event Staff	$34.00
Political Events	$32.00
Protests	$32.00
Traffic Control Services	$32.00
General (standard service)	$32.00
Foot Patrols	$32.00
Vehicle Patrols	$36.00

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Castulo Estrada, Utilities Director

SUBJECT: Proposal for on-call Professional Services with Dudek in the amount of $31,120.00 for Coachella Sanitary District Sewer System Management Plan (SSMP) Audit.

STAFF RECOMMENDATION:

Authorize the City Manager to use the on-call Professional Service Agreement with Dudek in the amount of $31,120.00 for the Coachella Sanitary District 2024 Sewer System Management Plan (SSMP) Audit.

BACKGROUND:

The City of Coachella sewer system also known as the Coachella Sanitary District consists of sewers that collect local flows generated from the City's residential, commercial, and industrial areas and other areas outside the city limits and discharge to the City's wastewater treatment plant on Avenue 54 with a capacity of 4.5 million gallons per day.

The Coachella Sanitary District's collection system includes about 100 miles of sanitary sewers ranging in size from 4 inches to 54 inches in diameter. The system has about 1,700 manholes and two main pump stations.

DISCUSSION/ANALYSIS:

As a requirement of the reissued State Water Resource Control Board (State Water Board) Waste Discharge Requirements (WDR Order WQ 2022-0103-DWQ), which became effective on June 5, 2023, each public agency that owns or operates a sanitary sewer system must maintain an up-to-date SSMP and auditing program and report all spills to the State Water Board online database, also known as the California Integrated Water Quality System (CIWQS). This program aims to provide a consistent statewide requirement for notification and reporting of spills and sewer system management to reduce both the number of spills and the volume of wastewater spilled in the State. As a requirement of the State Water Board, the SSMP must undergo an internal audit every three (3) years and must be updated every six (6) years to include any significant program changes. The Coachella Sanitary District has not yet performed internal audits of its SSMPs. The Coachella Sanitary District next audit is due within six months of August 2024 or no later than February 2,

2024. Following State Board guidelines, the SSMP isintended to be a parent document, documenting the protocol or standard operating procedure for various services and programs required to establish, operate, and maintain a sanitary sewer system. Internal audits are used to assess an agency's SSMP implementation and the effectiveness of the SSMP itself. The audit proposed for this project will investigate whether modifications to the Coachella Sanitary District current SSMP procedures and/or implementation are needed. It will also inform the changes that need to be made to the District's next SSMP Update, which will be due August 2, 2025.

FISCAL IMPACT:

No Fiscal Impact. The cost has been approved in the FY 24/25 Operations Budget for Professional Services/Contract Services, no additional allocation needed.

ATTACHMENTS:

1. Dudek Proposal

Cover/Transmittal Letter

October 1, 2024

Castulo Estrada
Utilities Manager
Coachella Sanitary District
87075 Avenue 54
Coachella, California 92236

Subject: **Coachella Water District and Sanitary District: Sewer System Management Plan 2024 Audit**

Dear Castulo Estrada:

Dudek appreciates the opportunity to provide the following proposal to the Coachella Sanitary District (District) for the above-referenced project. The following sections of this proposal outline Dudek's understanding, approach, scope of services, experience in completing SSMPs, proposed team, fee estimate, and schedule for this project.

Dudek states that this proposal and fee are valid 90 days from the above submission date.

The Proposal Authorization follows this page. Bob Ohlund, Dudek Vice President of Engineering, is authorized to bind the firm.

We appreciate the District's consideration of our proposal to provide consulting services for the Sanitary Sewer Management Plan Audit. We hope that our proposed project approach, highly experienced team, and relevant experience will favor your consultant selection. If you have any questions or wish to discuss our qualifications, don't hesitate to contact Servando Diaz at 949.373.8327 or sdiaz@dudek.com.

Sincerely,

Servando Diaz, P.E.
Project Manager

DUDEK AT A GLANCE

- *Multidisciplinary environmental and engineering services*
- *Founded in 1980*
- *12 California offices*
- *900+ employees*
- *100% employee-owned*
- *Top 110 U.S. Environmental Firms (Engineering News-Record, 2023)*
- *Top California Design Firm, No. 54 (Engineering News-Record, 2023)*
- *Top 47 Trenchless Design Firm (Trenchless Technology, 2023)*

Table of Contents

SECTIONS

Cover/Transmittal Letter i
Project Approach and Scope of Services 1
Project Team and Organizational Diagram 3
Similar Projects and References 5
Project Schedule 8
Estimated Level of Effort per Scope Task 8

TABLE

1. Project Team 4

FIGURE

1. Project Organization Chart 3

APPENDIX

A Resumes

Project Approach and Scope of Services

Project Understanding and Approach

As a requirement of the reissued State Water Resource Control Board (State Water Board) Waste Discharge Requirements (WDR Order WQ 2022-0103-DWQ), which became effective on June 5, 2023, each public agency that owns or operates a sanitary sewer system must maintain an up-to-date SSMP and auditing program and report all spills to the State Water Board online database, also known as the California Integrated Water Quality System (CIWQS). This program aims to provide a consistent statewide requirement for notification and reporting of spills and sewer system management to reduce both the number of spills and the volume of wastewater spilled in the State. As a requirement of the State Water Board, the SSMP must undergo an internal audit every three (3) years and must be updated every six (6) years to include any significant program changes. The State specifies the dates for each audit and update, which can be looked up for your particular agency here: https://www.waterboards.ca.gov/water_issues/programs/sso/lookup/. The District has not yet performed internal audits of its SSMPs. The District's next audit is due within six months of August 2024 or no later than February 2, 2024.

Following State Board guidelines, the SSMP is intended to be a parent document, documenting the protocol or standard operating procedure for various services and programs required to establish, operate, and maintain a sanitary sewer system. Internal audits are used to assess an agency's SSMP implementation and the effectiveness of the SSMP itself.

The audit proposed for this project will investigate whether modifications to the District's current SSMP procedures and/or implementation are needed. It will also inform the changes that need to be made to the District's next SSMP Update, which will be due August 2, 2025.

Scope of Work

TASK 1: PROJECT MANAGEMENT

In addition to general project budget and schedule controls, Dudek assumes one kickoff meeting and three (3) status meetings for this project.

Assumptions

- The fee assumes one kickoff meeting and three (3) status meetings.
- All meetings are assumed to be virtual via Zoom or similar.

Deliverables

- Meeting agendas
- Meeting minutes
- Updated schedules
- Monthly progress reports

TASK 2: DATA REVIEW AND ASSESSMENT

Dudek proposes a comprehensive review of the District's current SSMP, any past SSMP audits, historical spill reports, system performance metrics, goals accomplished during the audit period, O&M accomplishments, current budgets (FOG, O&M), training records, updated enhanced maintenance area list, legal District and organizational structure and other relevant documents and data to support the audit of the current SSMP and conformance to the reissued WDR.

Dudek will interview key District staff to solicit their assessment of the program's performance and recommendations they may have for improvement. Dudek finds these interviews most valuable when done in a group setting, as this often instigates meaningful conversations between staff members and upper management that may not happen otherwise.

Assumptions

- Data is readily available to aid in meeting project deliverable timelines.
- All interviews will occur virtually via Zoom or similar.

Deliverables

- Ongoing and updated data request list to track data requests.
- Results of interviews will inform the audit and recommendations for the next SSMP Update.

TASK 3: DRAFT AND FINAL AUDIT REPORT

Draft and final audit reports will be prepared that detail the audit findings, including existing performance metrics and recommendations for improvement. A draft audit will be provided to the District for review and comment. District comments will be incorporated into the final audit report.

The audit will include a checklist of recommendations to support the District in making the necessary modifications indicated in the report and a list of recommended changes to comply with the reissued 2022 WDR.

The final audit report will be submitted to the District for uploading to the CIWQS website.

Assumptions

- District to provide one set of consolidated comments on the Draft SSMP Audit report.

Deliverables

- Draft and Final SSMP Audit reports in electronic format

Project Team and Organizational Diagram

Proposed Project Team

Dudek proposes to utilize the following in-house personnel for the Sanitary Sewer Management Plan Audit project. Servando Diaz, PE, will serve as Project Manager throughout the project. He will oversee the development and execution of the project, track the budget and schedule, and serve as the main point of contact for the District's project manager. Mr. Diaz has 15 years of experience in water infrastructure and planning and has personally performed SSMP Audits and Updates over the last year. Supporting Mr. Diaz in the project engineer role is Julia Arvizu, who has two years of experience working with Mr. Diaz and Ms. Caliva.

Elizabeth Caliva, PE, will support Mr. Diaz as Principal in Charge and provide Quality Control leadership. Ms. Caliva has 19 years of experience in master planning and has personally performed SSMP Audits and Updates for over seven years. Servando and Elizabeth will facilitate the flow of information and deliverables among the team and with the District project manager.

Figure 1. Project Organization Chart

This team has the expertise and technical resources necessary to provide the required services, as shown in **Table 1** on the following page. All staff are fully available and committed to this project's extent.

Table 1. Project Team

Team Member & Role	Years of Experience	Familiarity with Project Work
Servando Diaz, PE **Project Manager** *Office Location: Mission Viejo* *Availability: 50%*	15	▪ Santa Ana Watershed Project District SSMP Audit ▪ City of El Centro SSMP Audit & Update ▪ Recent 2022 WDR Online Trainings
Elizabeth Caliva, PE **Principal in Charge/QA/QC** *Office Location: Encinitas* *Availability: 25%*	19	▪ City of Compton SSMP Audit & Update (ongoing) ▪ Santa Ana Watershed Project District SSMP Audit ▪ Victor Valley Wastewater Reclamation District SSMP Audits (2022 and 2024) ▪ City of El Centro SSMP Audit & Update ▪ City of Placentia SSMP Audit & Update ▪ WMWD and WRCRWA SSMP Audits and Updates ▪ City of Pasadena SSMP Update ▪ City of San Marino SSMP Update & SERP Update ▪ City of Avalon SSMP Audits ▪ City of Monterey SSMP Audits ▪ Town of Apple Valley SSMP Audit
Julie Arvizu **Project Engineer** *Office Location: San Diego* *Availability: 65%*	2	▪ City of Compton SSMP Audit & Update (ongoing) ▪ Victor Valley Wastewater Reclamation District SSMP Audit (2024) ▪ City of El Centro SSMP Audit & Update ▪ Recent 2022 WDR Online Trainings

Proposed Lines of Communication

The most effective project manager facilitates the continuous flow of information, data, instructions, and guidance between the District and Dudek team members. When maintaining this flow, we utilize resources efficiently and minimize wasteful rework. We achieve constant communication through the following:

- Regularly calling or emailing the District's key contact staff person to discuss project milestones, activities, and potential issues
- Holding regular project management meetings with key project staff to coordinate work efforts, monitor task completion, and review budget conformance
- Updating, as necessary, the project description, schedule, work progress reports, and inventories of available data so that all team members are aware of information that may affect their work products and schedules
- Meeting with District staff at design milestones and other strategic junctures
- Diligent documentation of issues, action items, and decisions

Similar Projects and References

Dudek has been at the forefront of WDR compliance and SSMP preparation since before the final WDR was even promulgated. Dudek sat on the steering committee that assisted the State Water Board draft the original order into something the regulated community could comply with. We assisted agencies with preparing the first SSMPs and first SSMP audits. As such, engineers at Dudek have completed numerous updates to and audits of our client's SSMPs since the inception of the SSMP. Examples of recent experience are included herein.

CITY OF EL CENTRO SSMP AUDIT AND UPDATE AND SPILL MONITORING PLAN

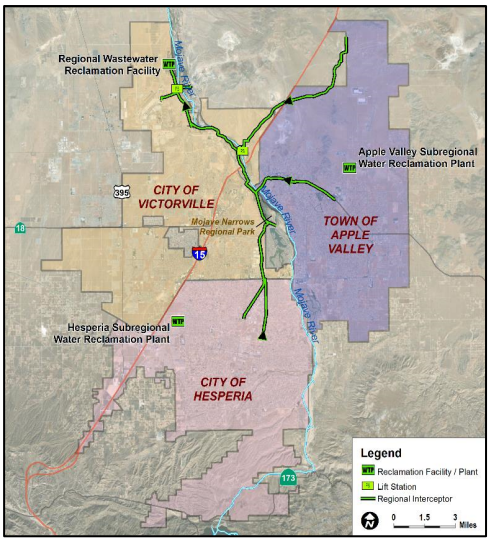
Client: City of El Centro, 307 W. Brighton, El Centro, CA 92243
Reference: Abraham Campos, City Engineer, 760.337.5182, acampos@cityofelcentro.org
Key Team Members: Russ Bergholz, Elizabeth Caliva, Servando Diaz, Shannon Brown
Cost: $71,740 (SSMP Audit and Update) and $36,995 (Spill Monitoring Plan)
Completion Date: 3/2024

The City of El Centro (City) sewer collection system consists of over 125 miles of gravity sewer, 13 lift stations, and a wastewater treatment plant. The City had never formally adopted its SSMP and was behind on its audits. An audit was performed to evaluate their current SSMP and operations against the requirements in the reissued WDR. Additionally, the audit recommended revisions to the City's SSMP to comply with the latest WDR. A comprehensive review and staff interviews were conducted during this audit process. Recent management changes supported a more significant commitment to consistency with sewer system management. The audit produced a checklist with several key recommendations and modifications. The recommendations were brought forward into the City's SSMP Update, which did receive Council approval. The Dudek Stormwater group also developed a new spill monitoring plan to satisfy the Spill Emergency Response Plan requirements of the reissued WDR.

VICTOR VALLEY WASTEWATER RECLAMATION DISTRICT 2022 AND 2024 SSMP AUDITS

Client: Victor Valley Wastewater Reclamation District (VVWRA), Victorville, CA 92394
Reference: Latif Laari, Environmental Compliance Manager, 760.954.5083, llaari@vvwraca.gov
Key Team Members: Russ Bergholz, Elizabeth Caliva, Servando Diaz
Cost: $22,400 (2022 Audit) and $16,750 (2024 Audit)
Completion Dates: 12/2022 (2022 Audit) and 7/2024 (2024 Audit)

Dudek supported VVWRA with their 2022 and 2024 Audits. VVWRA operates a regional trunk sewer system for four member agencies consisting of 47 miles of pipeline from 8- to 48 inches in diameter. The scope included a comprehensive review of the District's current SSMP, past SSMP Audits, goals, O&M activities, budgets, training records, legal District, and other documents. Staff interviews were conducted with key staff, including the general manager, supervisors, and operations and maintenance workers, to solicit their assessment of the program's performance and to make recommendations for improvement. The 2022 audit resulted in key recommendations, which the District implemented during the most recent Audit period. Dudek just completed the District's 2024 Audit in July 2024.



WESTERN MUNICIPAL WATER DISTRICT AND WESTERN RIVERSIDE COUNTY REGIONAL WASTEWATER DISTRICT 2019 SSMP AUDITS AND UPDATES

Client: Western Municipal Water District and Western Riverside County Regional Wastewater District, Riverside, CA 92518
Reference: Lyndy Lewis, Environmental and Regulatory Compliance Manager, 951.571.7288, llewis@wmwd.com
Key Team Members: Russ Bergholz, Elizabeth Caliva
Cost: $59,000 (Combined)
Completion Date: 6/2021

WMWD operates two collection systems—its system (the "Western system") and the system owned by the Western Riverside County Regional Wastewater District (WRCRWA) joint powers District (the "WRCRWA system"). Because Western operates both systems, there is significant overlap in the procedures and processes used to implement the SSMPs. As part of this contract, Dudek performed audits and updates for each system and updated stand-alone reference documents, including the Overflow Emergency Response Plan, FOG Program, and the Collection System Maintenance Standard Operating Procedures. This contract also included the development of completed Sewer Collection System Pre-Inspection Questionnaires for each agency. The project included workshops with District staff and coordination between multiple departments. Work was completed on time and under budget.

CITY OF MONTEREY 2019 AND 2021 AUDITS

Client: City of Monterey, 580 Pacific Street, Monterey, CA 93940
Reference: Tricia Wotan, Environmental Regulations Manager, 831.646.3895
Key Team Members: Russ Bergholz, Elizabeth Caliva
Cost: $18,790 (2021 Audit)
Completion Date: 5/2021

Dudek performed the SSMP audits for the City of Monterey for 2019 and 2021. Tasks included reviewing the City's current SSMP, reviewing SSO-related documentation (e.g., spill histories, preventative operations, maintenance plans, maintenance records, collection system upgrade/rehab reports, budgets, training records, etc.), interviewing City personnel, and drafting the audit report, including recommendations for improvement. The project was completed on time and budget.

Project Schedule

We estimate the following milestones for the tasks described in the Scope of Work.

Milestone	Tentative Date
Notice to Proceed	10/28/24
Data Review	10/28/24 – 11/11/24
Kickoff Meeting	11/05/24
Staff Interviews	11/12/24
Submit Draft Audit	12/10/24
Receive City Review Comments on Audit	12/27/24
Submit Final Audit	1/10/25

Estimated Level of Effort per Scope Task

The Fee Proposal, included in Attachment A, presents Dudek's estimated level of effort and the associated fee.

City of Coachella
SSMP 2024 Audit
DUDEK FEE ESTIMATE
October 1, 2024

		Dudek Labor Hours and Rates							
	Project Team Role:	PIC - QA/QC	Project Manager	Project Engineer	Admin				
	Team Member:	E. Caliva	S. Diaz	J. Avizu	M. Kinney	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE
	Billable Rate :	$265	$240	$180	$155				
Task 1	Project Management								
1.1	Kick Off Meeting (Virtual)	2	4	2		8	$ 1,850		$ 1,850
1.2	Virtual Status Meetings (3 Assumed)		6	3		9	$ 1,980		$ 1,980
1.3	Project Management		4		2	6	$ 1,270		$ 1,270
	Subtotal Task 1	**2**	**14**	**5**	**2**	**23**	**$ 5,100**	**$ -**	**$ 5,100**
Task 2	Data Review & Assessment								
2.1	Review of Current SSMP, Audits, SOPs, Spill Reports, Regulations, etc.	4	20	24		48	$ 10,180		$ 10,180
2.2	Comparison against Resissued WDR		8	16		24	$ 4,800		$ 4,800
2.3	Operations Staff Interviews (Virtual)		8	8		16	$ 3,360		$ 3,360
	Subtotal Task 2	**4**	**36**	**48**		**88**	**$ 18,340**	**$ -**	**$ 18,340**
Task 3	Draft and Final Audit Report								
3.1	Draft Audit (Basic)	2	8	16	2	28	$ 5,640		$ 5,640
3.2	Final Report	2	2	4	2	10	$ 2,040		$ 2,040
	Subtotal Task 3	**4**	**10**	**20**	**4**	**38**	**$ 7,680**	**$ -**	**$ 7,680**
	Total Non-Optional Hours and Fee	**10**	**60**	**73**	**6**	**149**	**$ 31,120**	**$ -**	**$ 31,120**
	Percent of Hours:	*7%*	*40%*	*49%*	*4%*	*100%*			

Appendix A

Resumes

Elizabeth Caliva, PE

PRINCIPAL AND QA/QC

Elizabeth Caliva is a professional engineer with 19 years' experience specializing in water, wastewater, and recycled water planning projects. Ms. Caliva has extensive hydraulic modeling experience and is proficient in several modeling sofware packages, the most commonly used being InfoWater, InfoSewer, and InfoSWMM by Innovyze and Bentley's WaterCAD and SewerCAD. In addition to planning studies and master plan projects, her background includes Sanitary Sewer Management Plans (SSMPs) and SSMP audits, treatment plant design, pump station design, sewer pipe line design, urban stormwater compliance, and federal environmental cleanup.

Education

University of California, Berkeley
MS, Water Resources and Water Quality Engineering, 2003
BS, Environmental Engineering, 1999

Certifications

Professional Civil Engineer (PE), CA No. 64331

Professional Affiliations

WateReuse Association

Project Experience

Sanitary Sewer Management Plan Update, Western Municipal Water District, Riverside, California. Served as project manager. Western Municipal Water District operates two collection systems: its system (the "Western system") and the system owned by the Western Riverside County Regional Wastewater Authority joint powers authority (the "WRCRWA system"). Because Western operates both systems, there is significant overlap in the procedures and processes used to implement the SSMPs. Dudek supported the District in updating its SSMPs for the Western and WRCRWA systems. As part of the update process, audits were performed on both systems' SSMPs to better identify recommendations and modifications to the 2019 updates.

Sanitary Sewer Master Plan Update, City of Placentia, California. Ms. Caliva performed modeling for the project, which included hydraulic model development, calibration, evaluation, and CIP development for the 84-mile sewer collection system for the City. The system, which comprises 44 separate sewer sheds and contains interties with other agencies, was modeled in InfoSewer to check for capacity deficiencies and improvements associated with the redevelopment of the transit-oriented development zone.

SSMP Audits, Various Clients, California. Served as project manager responsible for leading audits of SSMPs for the City of Placentia (2018), the City of Avalon (2015, 2017, and 2018), and the Town of Apple Valley. The projects included a review of the Cities'/Town's SSMPs review of sanitary sewer overflow–related documentation (e.g., spill histories, preventative operations and maintenance plans, maintenance records, collection system upgrade/rehabilitation reports, budgets, and training records), interviews with City/Town personnel, and development of the audit reports, which included recommendations for improvement.

Sewer Master Plan and GIS Update, City of Chino, California. Project Manager. Dudek is in the process of updating the City of Chino's Sanitary Sewer Master Plan and providing a comprehensive geographic information system (GIS) update. The City's sewer collection system consists of more than 220 miles of gravity pipeline, 4,200 manholes, one sewer lift station (with one more currently in construction), and approximately 2,500 feet of sewer force main. With anticipated growth projected at over 20% by 2035, the City is in a unique position among more built-out cities in the region: It needs to focus heavily on both condition assessment of aging sewer system assets

and capacity analysis to accommodate future growth. The study includes hydraulic model development, flow monitoring, and manhole surveys. Dudek will evaluate existing and future sewer system capacity and assess conditions for developing a phase capital improvement program (CIP). Additionally, Dudek's GIS department will create a dynamic GIS database to be leveraged for multiple operational and project-planning purposes, including integration into an asset management system.

Citywide Wastewater System Master Plan, City of Redlands, California. Project Manager. Dudek is supporting the City of Redlands in an update to its 1998 Sewer Master Plan. The city's wastewater collection system includes a sewer pipeline that is 240 miles long and has one sewer lift station. Wastewater is treated at a City-owned 9.5 million gallons per day (mgd) wastewater treatment plant that utilizes two parallel treatment systems: a 6.0 mgd membrane bioreactor treatment process and a 3.5 mgd conventional process. This master plan update will result in a new hydraulic model, an updated capacity analysis of the City's collection system, a process evaluation of the wastewater treatment plant, and a list of recommended CIP projects for the long-term reliability of the City's wastewater system.

2020 Riverside Facilities Master Plan, Western Municipal Water District, California. Water/Recycled Systems Task Lead. Dudek's goal for the project is to develop a clear and usable document that addresses the short- and long-term needs associated with the District's potable water, sewer, and recycled water systems within its Riverside service area. The project includes review and validation of the District's water and recycled water hydraulic models, construction and calibration of a sewer hydraulic model, review and evaluation of the capacity of the District's treatment facilities, and development of a program environmental impact report and financial strategy to update connection and capacity charges. Potable water, recycled water, and wastewater collection system CIP projects will be integrated, and their timing will be based on growth projections. Dudek is developing a browser-based tool to track the CIP and evaluate project triggers to forecast and update project timing.

Wastewater Master Plan and Condition Assessment, City of San Marino, California. Served as project manager. The City of San Marino needed assistance understanding its sewer collection system needs and establishing its first sewer master plan. The City is completely built out; therefore, Dudek's work focused on the condition assessment of pipelines and lift stations rather than capacity analysis. The pipeline condition assessment work included a review of approximately 20 miles of pipeline (40% of the system) and identifying areas needing rehabilitation, primarily consisting of cured-in-place pipe lining of aging sewer pipelines. The lift station condition assessment work included site visits and inspections of three lift stations. Redundancy, bypass improvements, and frequent maintenance schedules were recommended in the sewer master plan. An updated SSMP was developed as part of this project, which focused on improving procedures for reducing sanitary sewer overflows in the collection system.

Wastewater Treatment and Collection System Master Plan, Crestline Sanitation District, California. Served as task lead, leading the development and analysis of the District's wastewater collection for the project. A hydraulic model for the District's 73 miles of gravity sewer and two lift stations was developed in InfoSewer. Flow monitoring was performed, and the resultant data was used to calibrate the model within 5% of field conditions. Project build-out loading was estimated using flow generation factors and District development data. The model analyzed both current and build-out peak dry and peak wet weather (25-year storm) loading conditions to assess current and future capacity limitations in the system. A master plan report was developed, which presented findings and provided recommendations for CIP development.

Servando Diaz, PE

PROJECT MANAGER AND POINT OF CONTACT

Servando Diaz is a senior engineer with 16 years' experience focused on water, wastewater, and recycled water projects, with an emphasis on infrastructure planning and improvements. Mr. Diaz's project experience includes pipelines, pump stations, treatment facilities, and reservoirs. He has been involved in all stages of the engineering process, from conceptual planning, preliminary design, and final design to construction assistance services.

Education

California Polytechnic State University, San Luis Obispo
BS, Bioresource and Agricultural Engineering, 2009

Certifications

Professional Civil Engineer (PE), CA No. 90015

Professional Affiliations

Orange County Water Association

Engineers without Borders – USA

Project Experience

Sanitary Sewer Management Plan Audit, Santa Ana Watershed Project Authority, Riverside, California. Served as project engineer for the development of an internal audit to assess the Agency's implementation of its SSMP, as well as the effectiveness of the SSMP itself per the 2022 updated General WDR for sanitary sewer systems. The audit investigated and recommended modifications to the Agency's current SSMP procedures and implementation. The final audit was used to inform the changes to made to the Agency's next SSMP update, in addition to the new WDR changes.

SSMP Audit and Update, City of El Centro, California. Served as project engineer for the revision of El Centro's Sanitary Sewer Management Plan (SSMP) per the 2022 updated General Waste Discharge Requirements (WDR) for sanitary sewer systems. As part of the update process, an internal audit was used to assess the City's implementation of its SSMP, as well as the effectiveness of the SSMP itself. This audit investigated and recommended modifications to the City's current SSMP procedures and implementation. The final audit was used to inform the changes made to the City's SSMP Update, in addition to the new WDR changes. The update focused on improving the City's spill tracking and preventative maintenance program.

Capital Improvement Program Development, Joshua Basin Water District, Joshua Tree, California. Served as project engineer for the development of a District-wide water system Capital Improvement Program document that details individual project descriptions and cost estimates for improvements to 13 reservoirs, 8 booster pump stations, and 5 wells and the construction of two new reservoir tanks with access roadway upgrades to all sites.

Capital Improvement Plan, Olivenhain Municipal Water District, Encinitas, California. Part of the project team for the Capital Improvement Plan for the 4S Ranch and Rancho Cielo wastewater systems. The Capital Improvement Plan identified capital projects through asset management, condition assessment, operational evaluation, and failure modes and effects analysis. The project identified over 70 projects, from annual replacement projects to multimillion-dollar process upgrades, over a 20-year planning horizon.

Western Riverside County Regional Wastewater Authority Condition Assessment - Phase 2, Western Riverside County Regional Wastewater Authority, Riverside, California. Project engineer for the preparation of a

condition assessment of mechanical and electrical equipment assets from the 1998 construction of the Western Riverside County Regional Wastewater Authority wastewater treatment plant (Phase 1) and mechanical and electrical assets from the 2016 expansion (Phase 2). Performed data collection, analyses, operations and maintenance workshops, and field inspections, and developed a custom methodology to assign a condition rating and estimate the remaining useful life of each asset. In total, I inspected and assessed over 200 mechanical and electrical assets.

Arlington Desalter Condition Assessment, Western Riverside County Regional Wastewater Authority, Riverside, California. Project engineer for preparing a condition assessment of mechanical and electrical equipment assets of the Arlington Desalter groundwater treatment plant. Performed data collection, analyses, operations and maintenance workshops, and field inspections, and developed custom methodology to assign a condition rating and estimate the remaining useful life of each asset. In total, I inspected and assessed over 90 mechanical and electrical assets.

Plant 3A Subsidence Mitigation and Site Improvements, Moulton Niguel Water District, Laguna Niguel, California. Part of the project team for the condition assessment and design of improvements due to localized subsidence at existing plant facilities. The mechanical improvements included the removal and replacement of three aboveground pump stations, excavation, and replacement with compaction of approximately 4,000 cubic yards (CY) of earthwork, replacement of approximately 4,000 LF of pipelines and 2,600 LF of conduits, demolition of the 3W pump station, installation of a small submersible pump in the 3W wet well, installation of a sludge bypass vault, and installation of recycled water connection valve and meter vault. Site modifications consisted of the demolition and installation of approximately 500 tons of aggregate base, the demolition and installation of approximately 35,000 square feet of asphalt pavement, and the installation of approximately 240 CY of concrete pavement to improve plant drainage.

Final Design of Separate Industrial Wastewater Treatment Plant, City of Gonzales, California. Part of the project team for the design of a brand-new, $25 million industrial wastewater collection system and treatment facility to convey and treat 1 mgd of fruit and vegetable processing industrial wastewater. The new plant includes an influent pump station, headworks with screenings and grit removal, aerated treatment ponds, and effluent infiltration basins. The collection system consists of approximately 2.5 miles of 24-inch to 27-inch gravity industrial wastewater trunk sewers.

Water Reclamation Facility 1 Aeration System Improvements, City of Corona, California. Part of the project team for designing a new aeration system at Basins 1, 2, and 3 of the City of Corona's Water Reclamation Facility 1 facility. The design included replacing and installing a 20-inch aeration header, aeration submain piping and valves, basin air and gas diffusion system, slide gates, mud valves, appurtenances, and associated electrical improvements. Project elements also included the design of a steel structural pipe bridge for the aeration piping to cross over an access road.

San Jacinto Valley Enhanced Recharge and Recovery Program, Eastern Municipal Water Department, San Jacinto, California. Served as project engineer responsible for the preliminary design of a treatment facility for iron and manganese removal and the blending, disinfection, and storage of extracted groundwater. The centralized treatment facility was designed to process up to 18,300 gpm from 11 groundwater extraction wells constructed across three phases. The design includes chemical oxidation of the iron and manganese for removal by media filtration. The treatment system also included blending high-quality water (low iron and manganese concentration) with poor-quality water (high iron and manganese concentrations).

Julia Arvizu

PROJECT ENGINEER

Julia Arvizu is a project engineer with two years' professional experience as a planner and designer. Specialized in fire flow modeling and CAD design for pipeline infrastructure and rehabilitation projects. As a planner, Julia has assessed the client's existing practices and system to ensure they comply with State Water Board requirements regarding sewer system management plan (SSMP) work. Regarding fire flow modeling, she has ensured that proposed connections to the client's existing system are not severely impacted. For design work, Julia has assisted in the alignment and profiles of the proposed infrastructure, ensuring that the placement of the proposed infrastructure causes minimal disturbance and complies with the client's design standards.

Education

San Diego State University
BS, Civil Engineering, 2022

Certifications

EIT, NCEES No. 178986
Issued May 2023

Dudek Project Experience

SSMP Audit, City of Monterey, California. Auditor for the City of Monterey's SSMP, reviews the City's operations and maintenance practices and all other SSMP requirements, such as implementation and effectiveness in spill prevention and deficiencies in addressing ongoing spills, and updates these practices to comply with the State Water Resource Control Boards' Waste Discharge Requirements.

SSMP Update and Audit, City of Compton, California. Auditor for the City of Compton's SSMP, reviewing the City's operations and maintenance practices and all other SSMP requirements, such as implementation and effectiveness in spill prevention and deficiencies in addressing ongoing spills, and updates these practices to comply with the State Water Resource Control Boards' Waste Discharge Requirements.

Vail Ranch Neighborhood Potable Water Pipeline Replacement, Rancho California Water District, Temecula, California. Researcher on this project for the planning and alternatives analysis for the water distribution system in Vail Ranch neighborhoods, assessing pipeline failure and potential causes for this failure.

Knott-Miller Holder Artesia Branch Rehabilitation Project, Orange County Sanitation District, Buena Park, California. CAD designer and researcher for the rehabilitation of approximately 3,900 linear feet (LF) of 18-inch to 42-inch diameter pipe by cured-in-place pipe (CIPP) lining, rehabilitation of 43 utility holes, addition of 2 new manholes and a new siphon air jumper, review of CCTV data, creation of CAD exhibits, and attendance of lining manufacturers conferences for rehabilitation solutions.

Recycled Water Conversion Project, Temescal Valley Water District, Corona, California. Researcher for the design of approximately 1,173 LF of recycled water pipeline and recycled water laterals and conversion of potable water line to recycled water line, created exhibits and reviewed corrosion data provided by the client.

PRV Relocation Project, Ramona Municipal Water District, Ramona, California. CAD designer for removing and relocating existing below-ground pressure-reducing stations to proposed aboveground locations. Responsible for the CAD design of the alignment of new stations and mechanical piping.

16-inch Transmission Main Project, Ramona Municipal Water District, Ramona, California. CAD designer for the design of approximately 7,150 LF of 16-inch diameter water pipeline alignment, connections to existing Ramona Municipal Water District waterlines, replacement of existing services, modifications at pump station for pressure zone modification, creating CAD exhibits, specifications, and cost estimates.

As-Needed Fire Flow Testing, Eastern Municipal Water District, Perris, California. Fire flow modeler for an ongoing contract with the Eastern Municipal Water District (EMWD). InfoWater Pro is used for hydraulic modeling of connections proposed by developers in the existing system. Based on scenarios of proposed connections to the existing water system, ensure that the EMWD standards for pressure and velocity are met.

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Economic Development Manager

Bethany Aguiar, Student Intern

SUBJECT: Authorize the City Manager to execute Professional Services Agreement with Keyser Marston Associates, Inc. (KMA) for a Hotel Feasibility Study in the Amount of $79,500.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the a Professional Services Agreement with KMA for economic development consulting services for a Hotel Feasibility Study in the amount of $79,500, to assess the potential of attracting additional hotel developments and increase the amount of Transit Occupancy Tax (TOT) revenue for the City.

BACKGROUND:

In 2022, the Coachella Valley experienced a resurgence in tourism from pre-pandemic levels. According to HVS, a global hospitality consulting firm, the economic impact from direct visitor spending totaled $8.7 billion with 30% of this spending dedicated to lodging, including hotels and short-term rentals. Tourism growth in the Coachella Valley is also supported through the increased availability of air travel. In 2020, Southwest Airlines initiated year-round air service to the Palm Springs International Airport (PSP). In addition, large gathering venues such as the opening of the 11,000-seat Acrisure Arena, are likely to attract day and overnight visitors to the Coachella Valley. The Arena plans to host over 120 major events annually, likely to increase both hotel occupancy and Average Daily Rates (ADR) within the Coachella Valley.

The City is hoping to capture the growing tourism, meetings, and special events in the Coachella Valley with the development of the City's first hotel. As background, the City is the easternmost city of the Coachella Valley and is one of California's fastest growing cities. The City is officially bilingual in English and Spanish, with over 90% of the population speaking Spanish. The City hosts popular events such as Cinco de Mayo, the 16 de Septiembre Fiestas Patrias (Mexico's Independence from Spain), and the 12 de Diciembre to celebrate the Virgin Mary. In addition, the City can potentially benefit from nearby large-scale events, such as the Coachella Valley Music and Arts Festival, Stagecoach Festival, BNP Paribas Open, Palm Springs Film Festival, and Tour de Palm Springs.

On December 3, 2024, the City of Coachella's resident successfully voted for Measure Y to amend the City current Transient Occupancy Tax (TOT) for hotels and short-term rentals. The measure will allow the City Council to increase the TOT tax threshold from 9% to 13%.

DISCUSSION/ANALYSIS:

The purpose of this feasibility study is to assess the potential of attracting additional hotel developments and increase the amount of Transit Occupancy Tax (TOT) revenue for the City.

KMA will provide the following Scope of Services:

- *Phase 1: Initiation/Stakeholder Surveys* – At the outset of the assignment, KMA will participate in a meeting with City staff and Visit Greater Palm Springs.

- *Phase 2: Hotel Market Assessment* – KMA will conduct a market assessment of hotel development potential in eastern Riverside County (County); the eastern Coachella Valley trade area (Trade Area); neighboring cities such as Indio, La Quinta, and Palm Desert (Neighboring Cities); and the City and its Sphere of Influence (SOI).

- *Phase 3: Financial Feasibility* – KMA will undertake financial feasibility analyses of up to three (3) prototypical hotel development prototypes to be considered in the City. Subject to the findings of the market assessment, one or more of these prototypes may include a mix of uses or ownership formats such as residential, condotel, or timeshare.

- *Phase 4: Financing Approaches* – to supplement the financial feasibility analysis, KMA will evaluate various levels of financing approaches that will incentivize hotel development within the City, including, but not limited to: TOT sharing, tax-exempt bonds, grants and subsidies, and tourism and entertainment districts. This evaluation will consider comparable hotel financing structures such as the tax-exempt and taxable revenue bonds utilized to construct Hotel Polaris in Colorado Springs, Colorado.

- *Phase 5: Findings and Recommendations* – KMA will summarize the key findings from the Phase 2 market assessment, Phase 3 financial feasibility analysis, and Phase 4 financing approaches.

- *Phase 6: Report and Presentation* – KMA will prepare a report to include an executive summary, narrative discussion, and supporting tables and exhibits.

KMA proposes to complete the above scope of services within the total budget requirement of $79,500, including reimbursables, as broken out below:

Phase:	Budget Amount:
Phase 1 – Initiation/Stakeholder Survey	$6,500
Phase 2 – Market Assessment	$25,500
Phase 3 – Financial Feasibility	$27,500
Phase 4 – Financial Approaches	$4,500
Phase 5 – Recommendations	$5,000
Phase 5 – Final Report and City Council Presentation	$7,500
Sub-Total (Phases 1-6)	$76,500
Add: Reimbursables	$3,000
Grand Total	**$79,500**

ALTERNATIVES:

1. Continue this item and provide staff direction.

FISCAL IMPACT:

The fiscal impact of this action would be $79,500 and would require an appropriation from the General Fund Reserves (Fund 101).

ATTACHMENTS:

1. Professional Services Agreement (PSA) with KMA Scope of Services Hotel Feasibility Study

2. KMA Proposal for Economic Development Consulting Services for a Hotel Feasibility Study to Access Potential Hotel Development in the City

KMA SCOPE OF SERVICES
HOTEL FEASIBILITY STUDY
CITY OF COACHELLA

I. OBJECTIVE

The City of Coachella (City) seeks economic consulting services for a hotel feasibility study to assess the potential to attract the City's first hotel development. The City seeks to establish a hospitality market to capture the growth in tourism, meetings, and special events occurring in the larger Coachella Valley.

II. BACKGROUND

In 2022, the Coachella Valley experienced a resurgence in tourism from pre-pandemic levels. According to HVS, a global hospitality consulting firm, the economic impact from direct visitor spending totaled $8.7 billion with 30% of this spending dedicated to lodging, including hotels and short-term rentals. Tourism growth in the Coachella Valley is also supported through the increased availability of air travel. In 2020, Southwest Airlines initiated year-round air service to the Palm Springs International Airport (PSP). As a result, additional airlines introduced nonstop services to PSP, for a total of 12 airlines now providing nonstop flights to PSP from 32 destinations. The City of Palm Springs has recently initiated an update to the 2015 Airport Master Plan for the expansion (nearly double the existing capacity) of the PSP to support future demand, continue safe and efficient operations, and address changes in the aviation industry at the local and national level. In addition, large gathering venues such as the opening of the 11,000-seat Acrisure Arena, are likely to attract day and overnight visitors to the Coachella Valley. The Arena plans to host over 120 major events annually, likely to increase both hotel occupancy and Average Daily Rates (ADR) within the Coachella Valley.

The City is hoping to capture the growing tourism, meetings, and special events in the Coachella Valley with the development of the City's first hotel. As background, the City is the easternmost city of the Coachella Valley and is one of California's fastest growing cities. The City is officially bilingual in English and Spanish, with over 90% of the population speaking Spanish. The City hosts popular events such as Cinco de Mayo, the 16 de Septiembre Fiestas Patrias (Mexico's Independence from Spain), and the 12 de Diciembre to celebrate the Virgin Mary. In addition, the City can potentially benefit from nearby large-scale events, such as the Coachella Valley Music and Arts Festival, Stagecoach Festival, BNP Paribas Open, Palm Springs Film Festival, and Tour de Palm Springs. Notably, the Coachella Valley Music and Arts Festival and Stagecoach Festival, both hosted in Indio, have provided additional support for new hotel rooms in Indio.

III. SCOPE OF SERVICES

The following section presents the Keyser Marston Associates, Inc. (KMA) proposed scope of services to conduct a hotel feasibility study for the City.

(1) *Phase 1: Initiation/Stakeholder Surveys* – At the outset of the assignment, KMA will participate in a meeting with City staff and Visit Greater Palm Springs. As part of this initial phase, we will:

(a) Review the City's objectives, review critical background information, identify potential development sites, and discuss key stakeholders to interview.

(b) Conduct a field survey and an initial evaluation of potential sites for consideration. This evaluation of potential sites will consider key development factors such as proximity to existing entertainment uses and access to, and/or visibility from, Interstate 10 (I-10) and State Route 86 (SR 86).

(2) *Phase 2: Hotel Market Assessment* – KMA will conduct a market assessment of hotel development potential in eastern Riverside County (County); the eastern Coachella Valley trade area (Trade Area); neighboring cities such as Indio, La Quinta, and Palm Desert (Neighboring Cities); and the City and its Sphere of Influence (SOI). The market assessment will include:

(a) A profile of demographic and economic trends, including growth in population, disposable income, visitor nights, and retail sales activity. This will contain a review of recently completed and proposed projects in planning within the City, Neighboring Cities, and Trade Area, including recent hotel proposals in the City such as the unfinished luxury hotel by Glenroy Coachella, LLC and proposed hotel by the Twenty-Nine Palms Band of Mission Indians.

(b) An overview of recent hotel market performance for the Coachella Valley submarket, including supply and demand factors, ADR, occupancy trends, and seasonal patterns. This overview will include:

- A review of third-party data sources available from firms specializing in hospitality, such as Smith Travel Research (STR), HVS Global Hospitality Services (HVS), and Coldwell Banker Richard Ellis (CBRE);
- Evaluation of short-term rental (Airbnb, Vrbo, etc.) trends in the Coachella Valley and the Trade Area;
- Identification of existing hotels that operate under a "vacation rental" format through one of the short-term rental platforms;
- Preparation of selected case studies in the Coachella Valley, including hotel properties that combine residential, condotel, and/or timeshare uses; and
- Profile of product type, features, and amenities for competitive hotel inventory in the Trade Area and City.

(c) Field surveys of the City and Trade Area, with a focus on potential development sites, competitive inventory, and existing amenities and services available to hotel guests.

(d) Identification of availability or deficiency of major infrastructure and amenities, including access/transportation (I-10/SR 111/SR 86; Jacqueline Cochran Regional Airport), restaurants, entertainment, recreation, etc.

(e) Market survey and supplementary stakeholder interviews to understand the demand for meeting and event space within the Trade Area, including:

- Case studies for comparable facilities that may be relevant to development potential within Coachella Valley; and

- A qualitative evaluation of the potential demand for indoor/outdoor meeting/banquet space within the Trade Area and City.

(f) Preparation of a hotel room demand forecast that will analyze existing and potential hotel market demand by market segment, including tourism/leisure, commercial/corporate, group/convention, and/or government.

(g) Recommendation of appropriate type, number of rooms, room size, features, amenities, and market segment for potential hotel(s) for the specific sites identified in Phase 1.

(h) Identification of potential branding themes and specific market niches that may be applicable to potential hotel(s). This will include identification of specific hotel flags/brands (e.g., Hyatt Place, Hilton/Hampton Inn, Marriott, etc.) most appropriate for the specific sites identified in Phase 1.

(3) *Phase 3: Financial Feasibility* – KMA will undertake financial feasibility analyses of up to three (3) prototypical hotel development prototypes to be considered in the City. Subject to the findings of the market assessment, one or more of these prototypes may include a mix of uses or ownership formats such as residential, condotel, or timeshare. The financial feasibility analyses will include:

(a) An estimate of development costs (land acquisition, directs, indirects, and financing); stabilized income and expenses; target return; and identification of any financing gap. These estimates will incorporate site-specific infrastructure costs to be provided by City staff. They will also reflect development costs with and without prevailing wages. In addition, the KMA pro forma analyses will include a 15-year cash flow projection for the hotel operation, showing the estimated economic return to the developer and the potential Transient Occupancy Tax (TOT) generated to the City.

(b) In the event of a financing gap, KMA will test up to three (3) TOT sharing formulas for each prototype hotel. This task will demonstrate the enhanced feasibility of each prototype hotel, while assuring a guaranteed minimum flow of TOT revenues to the City.

(4) *Phase 4: Financing Approaches* – to supplement the financial feasibility analysis, KMA will evaluate various levels of financing approaches that will incentivize hotel development within the City, including, but not limited to: TOT sharing, tax-exempt bonds, grants and subsidies, and tourism and entertainment districts. This evaluation will consider comparable hotel financing structures such as the tax-exempt and taxable revenue bonds utilized to construct Hotel Polaris in Colorado Springs, Colorado.

(5) *Phase 5: Findings and Recommendations* – KMA will summarize the key findings from the Phase 2 market assessment, Phase 3 financial feasibility analysis, and Phase 4 financing approaches. The summary will include:

(a) Key findings of the market assessment in terms of the market demand forecast and recommended hotel product type for specific sites and the Trade Area.

(b) Outcomes of the financing gap analysis and corresponding TOT sharing scenarios.

(c) Recommended key steps, including prerequisites for financing and development, for the City and other parties to implement and attract the specific hotel type(s).

(6) *Phase 6: Report and Presentation* – KMA will prepare a report to include an executive summary, narrative discussion, and supporting tables and exhibits. This phase will include:

(a) One (1) Administrative Draft, one (1) Draft, and one (1) Final Draft of the report, submitted in PDF format only.

(b) Preparation of a presentation summarizing the methodology, analyses, findings, and recommendations from both the market assessment and financial feasibility evaluation.

(c) Attendance and presentation at one (1) City Council meeting.

IV. DATA REQUIREMENTS

KMA requires the following data items from the City and Visit Greater Palm Springs:

<u>City</u>

- Recommendations of key stakeholders to interview (event organizers, brokers, property owners, etc.)

- List of commercial and residential projects in the pipeline
- Project information for the unfinished luxury hotel by Glenroy Coachella, LLC and the proposed hotel by the Twenty-Nine Palms Band of Mission Indians
- 10-year history of TOT data for existing visitor accommodations/short-term rentals (Airbnb, Vrbo, etc.)
- Map of potential candidate sites/locations for hotel development considered by the City

Visit Greater Palm Springs

- Recommendations of key stakeholders to interview (hotel operators, event managers, etc.)
- Updated Economic Impact Reports (Tourism 2023)
- Updated Short-Term Vacation Rental Economic Impact Reports (2023)
- If available, 10-year history of number of overnight vs. day visitors

V. BUDGET

KMA proposes to complete the above scope of services on a time-and-materials basis in accordance with the attached hourly billing rate schedule. Our total budget requirement is $79,500, including reimbursables, as broken out below.

Phase	Budget
Phase 1 – Initiation/Stakeholder Surveys	$6,500
Phase 2 – Market Assessment	$25,500
Phase 3 – Financial Feasibility	$27,500
Phase 4 – Financing Approaches	$4,500
Phase 5 – Recommendations	$5,000
Phase 6 – Report and Presentation	$7,500
Subtotal (Phases 1-6)	**$76,500**
Add: Reimbursables	$3,000
Grand Total	**$79,500**

This budget includes the following limitations:

- Up to two (2) in-person meetings with City and Visit Greater Palm Springs staff
- Up to four (4) virtual meetings with City and Visit Greater Palm Springs staff
- Maximum of one (1) City Council meeting

VI. SCHEDULE

KMA anticipates completion of our Administrative Draft report within 120 calendar days from contract authorization and receipt of relevant background data.

VII. LIMITING CONDITIONS

In accepting this proposal/contract, the City represents, acknowledges, and agrees that:

1. KMA is not advising or recommending any action be taken by the City with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues).

2. KMA is not acting as a Municipal Advisor to the City and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to the City pursuant to Section 15B of the Exchange Act with respect to the services provided hereunder and any information and material contained in KMA's work product.

3. The City shall discuss any such information and material contained in KMA's work product with any and all internal and/or external advisors and experts, including its own Municipal Advisors, that it deems appropriate before acting on the information and material.

VIII. FIRM PROFILE

KMA is a real estate advisory firm founded in 1973 with specialized focus on public/private partnerships. From offices in San Diego, Los Angeles, and Berkeley, KMA has served over 700 clients on more than 2,500 projects. Representative public sector clients include nearly every major municipality in California, as well as housing authorities, transit districts, counties, special districts, port authorities, and colleges and universities.

Now in our 50th year, KMA offers a wide array of integrated services to our public agency clients, working collaboratively with them to help them make informed, strategic, market-based decisions. Our objective is to provide decision makers with sound advice supported by strong technical analysis of all economic factors that impact success, including market conditions, financial investment requirements, community needs and benefits, and development issues. The longevity of our client relationships throughout the State attests to the quality and responsiveness of KMA's work.

KMA's major service areas include:

- ✓ Land Use Economics
- ✓ Affordable Housing Transactions and Policy Evaluation
- ✓ Disposition Strategies and Developer Negotiations
- ✓ Public/Private Partnerships (P3s)
- ✓ Infrastructure Financing Districts
- ✓ Fiscal and Economic Impact Analysis

A unique strength of KMA is the depth, continuity, and availability of our principals, who all have decades of experience analyzing and solving complex real estate economic issues. Their personal involvement in every assignment is a key factor in the firm's ongoing success. For more information about KMA, please visit our website at *www.keysermarston.com*.

IX. QUALIFICATIONS

Client: City of Indio
Project: Midscale Hotel Demand Assessment

KMA worked with the City of Indio to evaluate the market and financial feasibility of a midscale hotel within the City. This evaluation included a review of demographic and economic trends, evaluation of regional and local hotel markets, and interviews with key stakeholders. KMA projected the supportable demand for midscale, upper midscale, and upscale hotels over a 10-year period and prepared a financial feasibility analysis for a midscale hotel.

Client: City of Indio
Project: Transient Occupancy Tax (TOT) Sharing

KMA assisted the City of Indio with analyses supporting potential TOT sharing agreements for the development of several hotels in the City, including the Fairfield Inn & Suites (built in 2018) and Hampton Inn & Suites (built in 2020). These analyses involved reviewing developer financial pro forma models, preparing an independent financial analysis, and determining the magnitude of feasibility gap. KMA also tested alternative TOT sharing scenarios between the City and developer in order to enhance project feasibility.

Client: City of Oceanside
Project: Mission Pacific Hotel and Seabird Resort

KMA assisted the City of Oceanside with the financial feasibility analysis and negotiation of business terms for the Mission Pacific Hotel and The Seabird Resort. The two adjacent hotels opened in May 2021, featuring 387 hotel keys, restaurants, retail, public gardens, luxury spa, and 22,000 SF of event space. Located at the base of the historic Oceanside Pier, the hotels comprise the largest newly constructed beachfront development on the San Diego coastline in over 20 years.

Client: San Diego Unified Port District
Project: Gaylord Pacific Resort and Convention Center, Chula Vista Bayfront

KMA worked with the San Diego Unified Port District, City of Chula Vista, and RIDA Development to evaluate, negotiate, and document the planned development of the Gaylord Pacific Resort and Convention Center on the Chula Vista Bayfront. The $1.2 billion development – which will encompass a 1,600-room hotel, a 275,000-SF convention center, and new public parks – broke ground in July 2022. Over the course of the predevelopment feasibility evaluation and developer negotiations, KMA prepared and presented numerous analyses and studies to agency senior staff, Port Commissioners, City Councilmembers, and other stakeholders in both individual briefings, Closed Sessions, and/or public meetings.

Client: City of Imperial Beach
Project: Breakwater Hotel

KMA prepared an Economic Development Subsidy Report, financial feasibility analysis, and reviewed an amendment to the Purchase and Sale Agreement for a proposed 101-room hotel located west of the Breakwater Town Center in the City of Imperial Beach. As part of the Economic Development Subsidy Report and financial feasibility analysis, KMA estimated the proposed subsidy to the Developer, projected tax revenues to the City, and evaluated the Developer's rate of return relative to hotel industry standards. Additionally, KMA prepared an assessment of potential financial impact of a proposed land use change from a retail use to a hotel use as part of an amendment to the Purchase and Sale Agreement.

CITY OF COACHELLA AND KEYSER MARSTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT
FOR HOTEL FEASIBILITY STUDY

1. PARTIES AND DATE.

This Agreement is made and entered into this 11th day of December, 2024, by and between the City of Coachella ("City"), a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California and Keysar Marston Associates, Inc. ("Consultant"), with its principal place of business at 555 West Beech St., Suite 460, San Diego, CA 92101. City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing economic development consulting services for a hotel feasibility study services to public clients, is licensed in the State of California, and is familiar with the economic development plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the development of a Hotel Feasibility Study that will include, the following major tasks, such as the initiation of stakeholder surveys; hotel market assessment; financial feasibility; financing approaches; findings and recommendations and final report and City Council presentation ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). The Services shall be more particularly described in the individual Task Order issued by the City or its designee. No Services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B". All Services shall be subject to, and performed in accordance with, this Agreement, each Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from December 11, 2024 to May 11, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in the amount of **Seventy Nine Thousand Five Hundred Dollars ($79,500).** The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

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

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

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in each individual Task Order issued by the City. Consultant represents that it has the professional and technical

personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the established schedules and deadlines.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

- Michael D. Tactay, Manager

3.3.5 City's Representative. The City hereby designates Celina Jimenez, Economic Development Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Michael D. Tactay, Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her 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.

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services

necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations

of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies 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 subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

3.3.10.4 Air Quality. To the extent applicable, Consultant 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 South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant 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 Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and 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. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

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

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. 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 authorized to transact 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.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) 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, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) 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 the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and

volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 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. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over $25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over $15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant 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 DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it

is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for 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 Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

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

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the

Consultant's proportionate percentage of fault.

3.7 General Provisions.

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

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

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

Consultant: KEYSER MARSTON ASSOCIATES
555 West Beech St., Suite 460
San Diego, CA
ATTN: Michael D. Tactay, Manager

City: CITY OF COACHELLA
53462 Enterprise Way
Coachella, CA 92236
ATTN: Celina Jimenez, Economic Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its

applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use 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.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant’s proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney’s fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 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.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

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

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. 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, Consultant 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 Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services 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.

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

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

3.7.15 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.

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

3.7.17 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.

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

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

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

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.7.22 Order of Precedence. The following order and succession of the referenced documents shall govern in the event of conflict between documents:

3.7.22.1 Amendment(s)

3.7.22.2 This Agreement

3.7.22.3 Task Orders

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT FOR HOTEL FEASIBLITY STUDY SERVICES BETWEEN THE CITY OF COACHELLA AND KEYSAR MARSTON ASSOCIATES, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF COACHELLA

Approved By:

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

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

KEYSAR MARSTON ASSOCIATES, INC.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

EXHIBIT "A"
SCOPE OF SERVICES

KMA will provide the following Scope of Services (more details are provided in KMA Proposal):

- *Phase 1: Initiation/Stakeholder Surveys* – At the outset of the assignment, KMA will participate in a meeting with City staff and Visit Greater Palm Springs.

- *Phase 2: Hotel Market Assessment* – KMA will conduct a market assessment of hotel development potential in eastern Riverside County (County); the eastern Coachella Valley trade area (Trade Area); neighboring cities such as Indio, La Quinta, and Palm Desert (Neighboring Cities); and the City and its Sphere of Influence (SOI).

- *Phase 3: Financial Feasibility* – KMA will undertake financial feasibility analyses of up to three (3) prototypical hotel development prototypes to be considered in the City. Subject to the findings of the market assessment, one or more of these prototypes may include a mix of uses or ownership formats such as residential, condotel, or timeshare.

- *Phase 4: Financing Approaches* – to supplement the financial feasibility analysis, KMA will evaluate various levels of financing approaches that will incentivize hotel development within the City, including, but not limited to: TOT sharing, tax-exempt bonds, grants and subsidies, and tourism and entertainment districts. This evaluation will consider comparable hotel financing structures such as the tax-exempt and taxable revenue bonds utilized to construct Hotel Polaris in Colorado Springs, Colorado.

- *Phase 5: Findings and Recommendations* – KMA will summarize the key findings from the Phase 2 market assessment, Phase 3 financial feasibility analysis, and Phase 4 financing approaches.

- *Phase 6: Report and Presentation* – KMA will prepare a report to include an executive summary, narrative discussion, and supporting tables and exhibits.

EXHIBIT "B"
SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: CITY OF COACHELLA HOTEL FEASIBILITY STUDY

Consultant: KEYSER MARSTON ASSOCIATES, INC.

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed $79,500.00

Completion Date: MAY 2025

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF COACHELLA	**KEYSER MARSTON ASSOCIATES, INC.**
Dated: _____	Dated: _____
By: _____	By: _____

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Castulo Estrada, Utilities Director

SUBJECT: Construction Contract with Cora Construction, Inc. in the amount of $1,271,400.00 for the Construction of the Headworks Screening System Improvements Project, City Project No. S-29 and the Approval of Additional Expenditures for a Total Request of $1,518,540.00

STAFF RECOMMENDATION:

Authorize the City Manager to execute a construction contract with Cora Construction, Inc. in the amount of $1,271,400.00 for the construction of the Headworks Screening System Improvements Project, City Project No. S-29 and the approval of additional expenditures for a total request of $1,518,540.00

BACKGROUND:

In 2007 the Coachella Sanitary District's Avenue 54 Wastewater Treatment Plant (WWTP) completed a major expansion including the construction of a headworks facility with screenings and grit removal equipment.

The headworks was designed to have a redundant/second bar-screen, however, the redundant/second bar-screen was not installed. It is extremely rare to see a WWTP with only a manual byspass and not a second bar-screen. The completion of a redundant/secondary bar-screen allows for routine maintenance of the primary channel bar screen while maintaining uninterrupted treatment of wastewater influent and serves as backup in the event of a mechanical breakdown or emergency.

DISCUSSION/ANALYSIS:

On February 2024 City Council authorized the design package for the Headworks Screening System Improvements Project, City Project No. S-29. The design package, plans and specifications were finalized on October of 2024.

At the end of October 2024 the City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On October 28, 2024, the City issued the

Notice Inviting Bids with a non-mandatory job walk held on November 05, 2024. The project bid opening was held on November 26, 2024 at 3:00 pm., with one company submitting a bid for this project. The bid opening results are listed below:

Company Name:	**City:**	**Bid Amount:**
Cora Construction Inc	Palm Desert	$1,271,400.00

Staff has reviewed the bid and determined that Cora Construction, Inc. is the lowest, responsive, responsible bidder. It is also recommended that City Council authorize the following additional expenditures:

Project Item:	**Project Cost:**
Materials Testing	$10,000.00
Construction Survey	$10,000.00
Engineering Services During Construction (Dudek)	$100,000.00
Construction Contingency (10%)	$127,140.00
TOTAL PROJECT COST:	$1,518,540.00

FISCAL IMPACT:

The project has been included in the City's approved CIP FY 24/25 budget in the amount of $1,145,000.00. The following is the breakdown of the approved FY 24/25 CIP budget.

Funding Source	**Project Cost:**
ARPA Resolution 2024 - 31	$800,000.00
Sewer Connection Fees 360	$345,000.00
TOTAL Appropriation	$1,145,000.00

City Council authorized $2,210,000 of the ARPA funding for water or sewer infrastructure projects. The Utilities Department estimated that $800,000.00 would be available for the Headworks Screening System Improvements Project, City Project No. S-29 after allocating $1,410,000.00 for City Project S-18, Tyler Street Capacity Improvements Project.

However, the bids for City Project S-18, Tyler Street Capacity Improvements Project came in lower than expected making $290,756.00 available. This available funding will be used on the Headworks Screening System Improvements Project, City Project No. S-29 with Authorizing Resolution No. 2024-66. The updated funding breakdown will be as follows:

Funding Source	**Project Cost:**
ARPA Resolution 2024 - 66	$1,090,756.00
Sewer Connection Fees 360	$427,784.00
TOTAL Appropriation	$1,518,540.00

ATTACHMENTS:

1. S-29 Headworks Screening System Improvements Bid Opening Log
2. S-29 Project Ad
3. American Relief Fund - Project List

CITY OF COACHELLA
BID OPENING LOG

PROJECT NAME: **HEADWORKS SCREENING SYSTEM IMPROVEMENTS** **PROJECT NO.** **S-29**

BID OPENING DATE: TUESDAY, NOVEMBER 26, 2024 TIME: 3:00 PM Engineer's Estimate $ N/A

BID NO.	BIDDER	RECEIVED TIME	RECEIVED BY	BID BOND	ADDENDUM/S (0)	COMMENTS	TOTAL BID AMOUNT
1	Cora Constructors	2:33 PM	AS	✓	✓		$1,271,400.00
2							$
3							$
4							$
5							$
6							$
7							$
8							$
9							$
10							$
11							$
12							$
13							$
14							$
15							$

NUMBER OF BIDS FILED BY OPENING TIME: 1 APPARENT LOW BIDDER Cora Constructors

SIGNED BY: Brianna Greenwood TITLE: Ser[illegible]gineer DATE 11/26/24

LocaliQ
California
GANNETT

PO Box 631437 Cincinnati, OH 45263-1437

AFFIDAVIT OF PUBLICATION

GALS CITY OF COACHELLA/LE
City Of Coachella - Legals
53990 Enterprise WAY
Coachella CA 92236-3817

STATE OF WISCONSIN, COUNTY OF BROWN

The Desert Sun, a newspaper published in the city of Palm Springs, Riverside County, State of California, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

10/28/2024, 11/11/2024

and that the fees charged are legal.
Sworn to and subscribed before on 11/11/2024

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost:	$1380.24	
Tax Amount:	$0.00	
Payment Cost:	$1380.24	
Order No:	10708797	# of Copies:
Customer No:	1252586	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

NOTICE INVITING BIDS
Headworks Screening System Improvements
CITY PROJECT NO. S-29

NOTICE IS HEREBY GIVEN that the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53462 Enterprise Way, Coachella, California 92236 ("City") invites and will receive sealed Bids up to but not later than **3:00 P.M. on Tuesday, 11/26/2024**, at the City Offices, located at 53462 Enterprise Way, Coachella, California 92236, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **Headworks Screening System Improvements, City Project No. S-29** (the "Project"). At said time, Bids will be publicly opened and read aloud. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The project consists of the procurement and installation of a new screenings device, screenings conveyor, washer compactor, control panel with controls for both the new screening device and the existing screening device as well as other associated Site Civil, Yard Piping, Mechanical, Electrical, and I&C components as described in the Contract Documents, and all associated work for a fully functional project. All work to be constructed and performed in a workmanlike, professional manner, and to the satisfaction of the City.

The full project shall be completed within **503 Working Days** from the date specified in the Notice to Proceed. Time for the commencement and completion of the work is important and is to be of the essence of the Contract. **The successful bidder should plan to provide Preliminary Project Schedules, Traffic Control Plans, and other specified "Submittals" for review, and order any long lead time equipment items immediately following the "Notice of Award".**

The Plans, Specifications, and other Contract Documents will ONLY be available for purchase at PlanIT Print Works at (760) 345-2500 or online at www.planitplanroom.com. They may be purchased as an electronic download or hard copy.

IMPORTANT: If you are not on the plan holders list through PlanIT Planroom you will not receive addendums. It is the responsibility of the bidder to ensure that they are placed on the plan holders list and have received and acknowledged all addendums issued prior to the submission of their bid.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Coachella as bid security. The bid security shall be provided as a guarantee that within ten (10) calendar days after City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A Non-Mandatory Pre-Bid Meeting Conference will be held at the Water Conference Room, located at 53462 Enterprise Way, Coachella, California 92236, on Tuesday, 11/05/2024 at 8:00 A.M. with a site visit to be held after the meeting. The Pre-Bid Meeting is "Non-Mandatory", however is considered "Highly Recommended" as schedules, traffic control, access issues, utility coordination, and other vital items will be discussed at both the office and field meeting portions of the "Pre-Bid Meeting Conference".

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

NOTICE INVITING BIDS
Headworks Screening System Improvements
CITY PROJECT NO. S-29

NOTICE IS HEREBY GIVEN that the City of Coachella, a municipal corporation, organized under the laws of California, with its principal Enterprise Way, Coachella, Cali and will receive sealed Bids up P.M. on Tuesday, 11/26/2024, at 53462 Enterprise Way, Coachell furnishing to City of all labor, services, transportation, permi items necessary for Headworks ments, City Project No. S-29 (t Bids will be publicly opened an after said time shall be return valid for a period of 90 calendar date.

The project consists of the procu new screenings device, scre compactor, control panel with screening device and the existing other associated Site Civil, Yard cal, and I&C components as desc ments, and all associated work fo All work to be constructed and p professional manner, and to the s The full project shall be complete from the date specified in the Not commencement and completion o is to be of the essence of the Cont should plan to provide Prelin Traffic Control Plans, and other review, and order any long le immediately following the "Noti The Plans, Specifications, and ot ONLY be available for purchase (760) 345-2500 or online at www may be purchased as an electron IMPORTANT: If you are not through PlanIT Planroom you w It is the responsibility of the bid placed on the plan holders lis acknowledged all addendums is sion of their bid.

Each Bid shall be accompanie cashier's check, or Bid Bond secu satisfactory to the City, the amou than ten percent (10%) of the made payable to City of Coache security shall be provided as a gu calendar days after City provide Notice of Award, the successfu contract and provide the necessa insurance. The bid security will successful Bidder fails to comply est will be paid on funds depositec

A Non-Mandatory Pre-Bid Meeti at the Water Conference Room, Way, Coachella, California 92236 _8:00 _A.M. with a site visit to The Pre-Bid Meeting is "Non considered "Highly Recommen control, access issues, utility co items will be discussed at both t portions of the "Pre-Bid Meeting

The successful Bidder will be rec Performance Bond and a Labo Bond each in an amount equa (100%) of the Contract Price. B forms set forth herein, shall b company that meets all State of ments, as defined in California Section 995.120, and that is a C insurer.

Pursuant to Section 22300 of the P State of California, the successf certain securities for funds withl performance under the Contract.

Pursuant to Labor Code Section 1 prevailing rate of per diem wage rate for holiday and overtime wo County from the Director of the Relations for each craft, classifi needed to execute this contract. wage rates may be obtained www.dir.ca.gov/dlsr/. The successf of the prevailing wage rates at mandatory upon the Bidder to awarded, and upon any subcontr Labor Code provisions, which inc the payment of not less than th wage rates to all workers employe of the Contract, employment of and debarment of contractors and Pursuant to Labor Code sectio contractors and subcontractors th in a bid proposal, or enter into a work must be registered with the Relations. No Bid will be accepte into without proof of the contrac current registration with the Dep tions to perform public work. If Bidder and its subc active registration w tions for the duratio foregoing, the contractor

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the Contract.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Riverside County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

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. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. 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.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Pursuant to SB854, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). All contractors and subcontractors must also provide a copy and proof of the online submittal to the City within 2 days of online submission. Failure to do so may result in the withholding of payments by the City until such time that all Certified Payrolls to date have been submitted to the DIR and the City.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract. The City has determined that the General Contractor shall possess a valid Class A (General Engineering) at the time that the bid is submitted. **All electrical work and electrical connections shall be performed by a properly licensed C-10 Contractor.** All subcontractors shall possess valid, suitable licenses for the work they will perform. Failure to possess the specified license(s) shall render the bid as non-responsive.

Pursuant to Public Contract Code section 3400(b), if City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

The City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the total sum of the Base Bid. The City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the bidding process.

For further information or questions, contact Castulo Estrada, Utilities Director, at cestrada@coachella.org or (760) 501-8100 Ext. 232 and Sam Hawkinson, Project Manager, at shawkinson@dudek.com.

Please send all formal Requests for Information (RFI's) to cestrada@coachella.org and shawkinon@dudek.com before 5:00 P.M. on Tuesday 11/12/2024. No formal RFI's will be accepted after this date and time.

Approved By:
Castulo Estrada-Real
Utilities Director
Oct. 28, Nov. 11, 2024 10708797

ment of Industrial Relaect. Notwithstanding the 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.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Pursuant to SB854, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). All contractors and subcontractors must also provide a copy and proof of the online submittal to the City within 2 days of online submission. Failure to do so may result in the withholding of payments by the City until such time that all Certified Payrolls to date have been submitted to the DIR and the City.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract. The City has determined that the General Contractor shall possess a valid Class A (General Engineering) at the time that the bid is submitted. All electrical work and electrical connections shall be performed by a properly licensed C-10 Contractor. All subcontractors shall possess valid, suitable licenses for the work they will perform. Failure to possess the specified license(s) shall render the bid as non-responsive.

Pursuant to Public Contract Code section 3400(b), if City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

The City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the total sum of the Base Bid. The City reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the bidding process.

For further information or questions, contact Castulo Estrada, Utilities Director, at cestrada@coachella.org or (760) 501-8100 Ext. 232 and Sam Hawkinson, Project Manager, at shawkinson@dudek.com.

Please send all formal Requests for Information (RFI's) to cestrada@coachella.org and shawkinson@dudek.com before 5:00 P.M. on Tuesday 11/12/2024. No formal RFI's will be accepted after this date and time.

Approved By:
Castulo Estrada-Real
Utilities Director
Oct. 28, Nov. 11, 2024 10708797

American Relief Act Fund

Title	Original Cost	Type	Summary	Approved Amount
~~Broadband Feasibility Study~~	~~$ 80,000~~	~~Study~~	~~Increase broadband capacity~~	
Home Repair/Weatherization Program	$ 500,000	City Program	$20,000/applicant = 25 applicants	$ 500,000
Workforce Development Program	$ 500,000	City Program	Government Pathway Internship Program - One Future CV & Resident Engagement Academy	$ 613,450
New Citywide Software Upgrade	$ 400,000	Project	Permit tracking, plan submittal, finance, business license, etc.	$ 400,000
Fire Station Remodel Project	$ 5,000,000	Project	Public Safety - Technology Infrastructure	$ 5,491,401
~~Civic Center Pandemic Retrofit Project~~	~~$ 600,000~~	~~Project~~	~~Technology Infrastructure~~	
Sewer/Water Infrastructure Projects	$ 2,210,000	Project	Sewer Projects (Sanitary Plant Equipment)	$ 2,210,000
~~Broadband Infrastructure Projects~~	~~$ 202,000~~	~~Project~~	~~Wi-Fi at City Parks (Rancho Las Flores, Bagdouma and Dateland Parks~~	
Cash Assistance Program	$ 1,000,000	Non Profit Program	Possible Partnership is MAF and Lift to Rise	$ 1,008,000
COVID-19 Public Health Mitigation and Prevention	$ 450,000	City Program	COVID-19 Supplies	$ 159,756
Central Park Project			Options - Develop tract map for housing project and park design and construction docs	$ 559,393
TOTAL:	**$ 10,942,000**			**$ 10,942,000**

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Castulo Estrada, Utilities Director

SUBJECT: Adopt Resolution No. 2024-66 Approving American Rescue Plan Act Funds (ARPA) for the State and Local Fiscal Recovery Fund (SLFRF) Program for the Coachella Sanitary District Headworks Screening Improvements Project S-29 in the Amount of $1,090,756.

STAFF RECOMMENDATION:

That the City Council adopt Resolution No. 2024-66, authorizing the appropriation of American Rescue Plan Act funds from the State and Local Fiscal Recovery Fund program in the amount of $1,090,756.00 for the Coachella Sanitary District Headworks Screening Improvements Project S – 29.

BACKGROUND:

President Biden signed the American Rescue Plan Act (ARPA) into law on March 11, 2021. The legislation provides $1.9 trillion in economic stimulus funds to assist in the recovery from the COVID-19 pandemic. One component of the legislation is the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, which provides funds directly to local jurisdictions to respond to the economic and public health impacts of COVID-19. The City of Coachella expects to receive $10.94 million in total SLFRF due to its size and demographics.

City Staff identified a list of projects to implement utilizing ARPA funding with the input gathered through community outreach and the City Council, indicated below:

- Study Session I – August 25, 2021
- Study Session II – November 15, 2021
- Public Survey/Community Outreach – November 2021

ARPA program guidelines under “2022 Final Rule” was then released by the U.S. Department of the Treasury on January 6, 2022 and took effect on April 1, 2022, which provided substantial flexibility for local jurisdictions within the four separate eligible use categories identified below:

- Replace lost public sector revenue
- Support the COVID-19 public health and economic response

- Provide premium pay for eligible workers performing essential work
- Invest in water, sewer, and broadband infrastructure

On August 2023, the U.S. Department of the Treasury released additional guidelines and amendments to the SLFRP program under the 2023 Interim Final Rule, which are indicated below:

- Emergency Relief from Natural Disasters
- Surface Transportation Projects
- Title 1 Projects (projects that are eligible under the CDBG program)

Under the SLFRF program, funds must be obligated by December 31, 2024 and must be expended by December 31, 2026.

DISCUSSION/ANALYSIS:

Council authorized $2,210,000.00 of ARPA funds be set aside for "Utility Projects". These projects benefit all residents as they improve the utilities that provide service to the City without the need to increase rates as a result of these improvements.

On February 28, 2024 the City Council authorized the planning and design for construction specifications and cost estimates for the Headworks Screening Improvements at the Sanitary Wastewater Treatment Plant. Construction bids were opened on November 26, 2024. The lowest responsible bid has a cost of $1,271,400.00.

FISCAL IMPACT:

The construction bid for the Headworks Screening Improvements is $1,271,400.00. Staff is recommending $1,090,756 of the $2,210,000.00 set aside for Utility Projects is used for the construction of the Headworks Screening Improvements Project.

EXHIBIT(S):

1. Resolution No. 2024-66
2. American Relief Fund - Project List
3. S-29 Headworks Screening System Improvements Bid Opening Log

RESOLUTION NO. 2024-66

A RESOLUTION OF THE CITY OF COACHELLA AUTHORIZING THE USE OF THE AMERICAN RESCUE PLAN ACT FUNDS (ARPA) FOR THE STATE AND LOCAL RECOVERY FUND (SLFRF) PROGRAM FOR THE COACHELLA SANITARY DISTRICT HEADWORKS SCREENING IMPROVEMENTS PROJECT S – 29 IN THE AMOUNT OF $1,090,756.00

WHEREAS, the City, as a recipient of the American Rescue Plan Act funds (ARPA) under State and Local Fiscal Recovery Funds ("SLFRF") program, may contract with subrecipients for the furnishing of such services for the City or any Department thereof; and

WHEREAS, as a recipient of these funds, the City, is a recipient of SLFRF funds and must comply with all requirements regarding the use and reporting for expenditures of SLFRF funds; and

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, throughout the nation, and in the City of Coachella; and

WHEREAS, the pandemic both caused and magnified negative impacts on residents of the City, particularly low- and moderate-income families, regarding public health, food and housing insecurity, childcare, among other areas; and

WHEREAS, although as of June 15, 2021 the State substantially lifted public health orders that had been in place limiting certain activities to mitigate the spread of COVID-19, the pandemic continues to pose risks to public health and the need to respond to those risks and to recover from the negative public health and economic impacts of the pandemic continues, in particular due to the recent surge in COVID-19 cases resulting from the highly contagious Omicron BA.4 and BA.5 variant; and

WHEREAS, City Staff has confirmed that the Fire Station Remodel qualifies for ARPA funding under the general Federal Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coachella that the foregoing Recitals are true, correct, and are hereby adopted by the City of Coachella. Based on those Recitals, the City Council hereby finds and declares as follows:

SECTION 1. The City Council hereby designates and authorizes City Staff to use the American Rescue Plan Act funds (ARPA) State and Local Recovery Fund program (SLFRF) for the Coachella Sanitary District Headworks Screening Improvements Project S - 29.

SECTION 2. The City Council hereby appropriates One Million Ninety Thousand Seven Hundred Fifty Six Dollars ($1,090,756.00) in ARPA funding to the Coachella Sanitary District Headworks Screening Improvements Project S - 29.

PASSED, APPROVED and **ADOPTED** this 11th day of December 2024.

_____
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. 2024-66 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 11th day of December 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

American Relief Act Fund

Title	Original Cost	Type	Summary	Approved Amount
~~Broadband Feasibility Study~~	~~$ 80,000~~	~~Study~~	~~Increase broadband capacity~~	
Home Repair/Weatherization Program	$ 500,000	City Program	$20,000/applicant = 25 applicants	$ 500,000
Workforce Development Program	$ 500,000	City Program	Government Pathway Internship Program - One Future CV & Resident Engagement Academy	$ 613,450
New Citywide Software Upgrade	$ 400,000	Project	Permit tracking, plan submittal, finance, business license, etc.	$ 400,000
Fire Station Remodel Project	$ 5,000,000	Project	Public Safety - Technology Infrastructure	$ 5,491,401
~~Civic Center Pandemic Retrofit Project~~	~~$ 600,000~~	~~Project~~	~~Technology Infrastructure~~	
Sewer/Water Infrastructure Projects	$ 2,210,000	Project	Sewer Projects (Sanitary Plant Equipment)	$ 2,210,000
~~Broadband Infrastructure Projects~~	~~$ 202,000~~	~~Project~~	~~Wi-Fi at City Parks (Rancho Las Flores, Bagdouma and Dateland Parks~~	
Cash Assistance Program	$ 1,000,000	Non Profit Program	Possible Partnership is MAF and Lift to Rise	$ 1,008,000
COVID-19 Public Health Mitigation and Prevention	$ 450,000	City Program	COVID-19 Supplies	$ 159,756
Central Park Project			Options - Develop tract map for housing project and park design and construction docs	$ 559,393
TOTAL:	**$ 10,942,000**			**$ 10,942,000**

CITY OF COACHELLA
BID OPENING LOG

PROJECT NAME: **HEADWORKS SCREENING SYSTEM IMPROVEMENTS** **PROJECT NO.** **S-29**

BID OPENING DATE: TUESDAY, NOVEMBER 26, 2024 TIME: 3:00 PM Engineer's Estimate $ N/A

BID NO.	BIDDER	RECEIVED TIME	RECEIVED BY	BID BOND	ADDENDUM/S (0)	COMMENTS	TOTAL BID AMOUNT
1	Cora Constructors	2:33 PM	AS	✓	✓		$1,271,400.00
2							$
3							$
4							$
5							$
6							$
7							$
8							$
9							$
10							$
11							$
12							$
13							$
14							$
15							$

NUMBER OF BIDS FILED BY OPENING TIME: 1 APPARENT LOW BIDDER Cora Constructors

SIGNED BY: Brianna Greenwood TITLE: Ser[illegible]gineer DATE 11/26/24

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Castulo Estrada, Utilities Director

SUBJECT: Construction Contract with The Van Dyke Corporation in the amount of $1,119,244.00 for the Construction of the Tyler Street Sewer Improvements, City Project No. S-18 and the Approval of Additional Expenditures for a Total Request of $1,281,168.40.

STAFF RECOMMENDATION:

Authorize the City Manager to execute a construction contract with The Van Dyke Corporation in the amount of $1,119,244.00 for the construction of the Tyler Street Sewer Improvements, City Project No. S-18 and the approval of additional expenditures for a total request of $1,281,168.40.

BACKGROUND:

The City of Coachella sewer system also known as the Coachella Sanitary District consists of sewers that collect local flows generated from the City's residential, commercial, and industrial areas and other areas outside the city limits and discharge to the City's wastewater treatment plant on Avenue 54 with a capacity of 4.5 million gallons per day.

The Coachella Sanitary District's collection system includes about 100 miles of sanitary sewers ranging in size from 4 inches to 54 inches in diameter. The system has about 1,700 manholes and two main pump stations.

DISCUSSION/ANALYSIS:

A section of the sewer main Tyler Street as shown in the attached Figure 2 has been identified by staff as deficient. In order to address this deficiency the existing 8 inch pipe must be upsized to 15 inches.

Earlier this year City Council authorized the design package for the Tyler Street Sewer Improvements, City Project No. S-18.

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On October 25, 2024, the City issued the Notice Inviting Bids with a non-mandatory job walk held on November 7, 2024. The project bid opening was held on

November 26, 2024 at 10:00 a.m., with six companies submitting a bid for this project. The bid opening results are listed below:

Company Name:	**City:**	**Bid Amount:**
TBU, INC	Beaumount	$1,242,068.00
Genesis Construction	Hemet	$1,451,933.00
GRB Construction Incorporated	Baldwin Park	$1,845,378.00
Downing Construction	Redlands	$1,261,134.00
Tri-Star Construction II	Desert Hot Springs	$2,082,180.30
Van Dyke Corporation	Twenty-Nine Palms	$1,119,244.00

Staff has reviewed the bid and determined that the Van Dyke Corporation is the lowest, responsive, responsible bidder. The total project cost is as follows:

Project Item:	**Project Cost:**
Materials Testing	$ 15,000.00
Construction Survey	$ 20,000.00
Engineering Services During Construction	$ 15,000.00
Construction Contingency (10%)	$ 111,924.40
TOTAL PROJECT COST:	$1,281,168.40

FISCAL IMPACT:

The project has been included in the City's approved CIP FY 24/25 budget in the amount of $1,144,244.00. The following is the breakdown of the approved FY 24/25 CIP budget.

Funding Source	**Project Cost:**
ARPA Resolution 2024 - 32 ($1,410,000.00)	$1,119,244.00
Sewer Connection Fees 360	$25,000.00
TOTAL Current Appropriation	$1,144,244.00

City Council authorized $2,210,000 of the ARPA funding for water or sewer infrastructure projects. The Utilities Department has allocated $1,119,244.00 for City Project S-18, Tyler Street Capacity Improvements Project.

Staff recommends transferring $136,924.40 from Sewer Connections Fees 360 to CIP S-18 to fully fund this project.

Funding Source	**Project Cost:**
ARPA Resolution 2024 – 32 ($1,410,000.00)	$1,119,244.00
Sewer Connection Fees 360	$161,924.40
TOTAL Appropriation	$1,281,168.40

ATTACHMENTS:

1. S-18 Tyler Sewer Improvements Bid Opening Log
2. S-18 Tyler Sewer Improvements Bid Comparison
3. Figure 2- Sewer Analysis

CITY OF COACHELLA
BID OPENING LOG

PROJECT NAME: **S-18 TYLER STREET SEWER IMPROVEMENTS** **PROJECT NO.** **S-18**

BID OPENING DATE: TUESDAY, NOVEMBER 26, 2024 TIME: 10:00 AM Engineer's Estimate $2,182,732

BID NO.	BIDDER	RECEIVED TIME	RECEIVED BY	BID BOND	ADDENDUM/S (1)	COMMENTS	TOTAL BID AMOUNT
1	TBU Inc	8:17am	Jennifer	✓	✓		$1,242,068.00
2	Genesis Construction	8:52am	Jennifer	✓	✓		$1,451,933.00
3	GRB Con Incorporated	8:53am	Jennifer	✓	✓		$1,845,378.00
4	Dawning Construction	9:32	Jennifer	✓	✓		$1,261,134.00
5	Tri-Star Contracting II	9:35	Jennifer	✓	✓		$2,082,180.30
6	Van Dyke Corporation	9:48	Jennifer	✓	✓		$1,119,244.00
7							$
8							$
9							$
10							$
11							$
12							$
13							$
14							$
15							$

NUMBER OF BIDS FILED BY OPENING TIME: 6 APPARENT LOW BIDDER Van Dyke Corporation

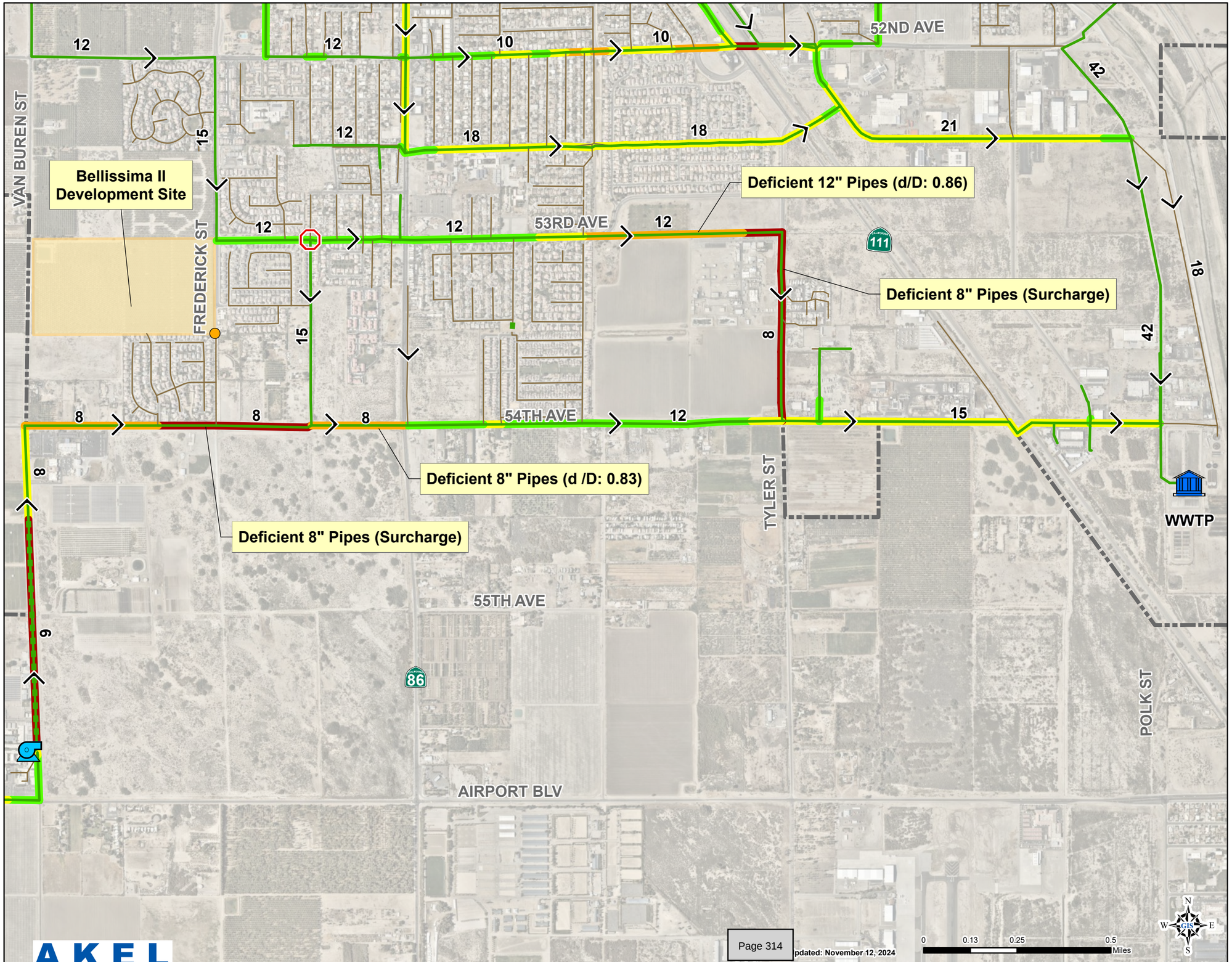
SIGNED BY: Brianna Greenwood TITLE: Senior Engineer DATE 11/26/24

CITY OF COACHELLA
TYLER STREET SEWER IMPROVEMENTS
Project No. S-18

Bid Schedule				Van Dyke Corp		TBU Inc.		Downing Cosntruction, Inc.		Genesis Construction		GRBCON Inc.	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	$52,630.00	$52,630.00	$48,000.00	$48,000.00	$26,556.00	$26,556.00	$165,000.00	$165,000.00	$139,500.00	$139,500.00
2	Dust Control/Stormwater Best Management Practices (BMP's)	1	LS	$5,000.00	$5,000.00	$11,000.00	$11,000.00	$9,525.00	$9,525.00	$13,047.00	$13,047.00	$9,620.00	$9,620.00
3	Traffic Control/Site Protection	1	LS	$20,000.00	$20,000.00	$29,000.00	$29,000.00	$40,000.00	$40,000.00	$43,120.00	$43,120.00	$39,400.00	$39,400.00
4	Saw Cut and Remove Full Depth Asphalt and Aggregate Base (6'Wide Includes 1' T-Cut Both Sides) (F)	16,578	SF	$3.00	$49,734.00	$11.00	$182,358.00	$2.00	$33,156.00	$11.00	$182,358.00	$6.50	$107,757.00
5	Furnish & Install 15" SDR 26 PVC Sewer Pipe per COC Std. D-4 & D-12	2,763	LF	$200.00	$552,600.00	$80.00	$221,040.00	$254.00	$701,802.00	$158.00	$436,554.00	$288.00	$795,744.00
6	Furnish & Install Manhole per COC Std. D-2	9	EA	$8,500.00	$76,500.00	$13,000.00	$117,000.00	$11,200.00	$100,800.00	$18,707.00	$168,363.00	$21,396.00	$192,564.00
7	Modify/Rehabilitate Existing Manhole	3	EA	$4,500.00	$13,500.00	$9,500.00	$28,500.00	$22,000.00	$66,000.00	$36,710.00	$110,130.00	$7,860.00	$23,580.00
8	Plug Existing Manhole/Sewer Connection	7	EA	$1,500.00	$10,500.00	$3,500.00	$24,500.00	$680.00	$4,760.00	$2,891.00	$20,237.00	$4,025.00	$28,175.00
9	Modify, Extend, and/or Re-Connect Existing Sewer laterals	4	EA	$7,500.00	$30,000.00	$16,500.00	$66,000.00	$2,400.00	$9,600.00	$8,140.00	$32,560.00	$2,765.00	$11,060.00
10	Install /Patch 5" Asphalt / 10" CL 2 AB (6'Wide-Includes 1' T-Cut Both Sides) (F)	16,578	SF	$10.00	$165,780.00	$15.00	$248,670.00	$7.50	$124,335.00	$8.00	$132,624.00	$21.00	$348,138.00
11	2.5" Grind & Overlay (14' Wide)	40,000	SF	$3.00	$120,000.00	$6.00	$240,000.00	$3.24	$129,600.00	$3.00	$120,000.00	$3.23	$129,200.00
12	Remove, Replace/Refresh Existing Striping as needed/Per Plan	1	LS	$23,000.00	$23,000.00	$26,000.00	$26,000.00	$15,000.00	$15,000.00	$27,940.00	$27,940.00	$20,640.00	$20,640.00
TOTAL					**$1,119,244.00**		**$1,242,068.00**		**$1,261,134.00**		**$1,451,933.00**		**$1,845,378.00**

Indicates Staff correction of the math.

Indicates Apparent Low Bidder



Legend

Proposed Development

- Bellissima II

Existing System

- WWTP
- Lift Station
- Diversion Structure
- Loading Manhole

Pipeline d/D

- d/D > 0.92
- d/D 0.75 - 0.92
- d/D 0.5 - 0.75
- d/D 0.25 - 0.5
- Modeled Force Mains
- Modeled Gravity Pipes
- Non-Modeled Gravity Pipes

Other

- City Limits

PRELIMINARY

Figure 2
Existing System + Bellissima II Capacity Evaluation
Sewer Capacity Analysis
City of Coachella

City of COACHELLA est. 1946

AKEL ENGINEERING GROUP, INC.

Updated: November 12, 2024

File Path: P:\xGIS\GIS_Projects\CityofCoachella\Sewer\241030-BellissimaII\COA_Fig2_ExisSystBellissimaIIEval_110524.aprx

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: Authorize the City of Coachella to Sponsor the Palm Springs International Film Festival (PSIFF) in the Amount of $20,000

STAFF RECOMMENDATION:

Staff recommends that the City Council considers approving a sponsorship request for the Palm Springs Film Festival in the Amount of $20,000.

BACKGROUND:

Launched in 1990, the Palm Springs International Film Festival (PSIFF) is a premier presenter of world cinema located in the beautiful Coachella Valley at the base of Mt. San Jacinto in southern California. The festival brings together a sophisticated and diverse audience, including industry, film aficionados from across the country and filmmakers from around the world.

The 36th annual Palm Springs International Film Festival is scheduled to be held from January 2 - 13, 2025. The annual star-studded Film Awards, honoring the best and brightest performances of the year, is scheduled to begin January 3, 2025.

PSIFF is organized by the Palm Springs International Film Society, a 501(c)(3) charitable non-profit organization dedicated to cultivating and promoting the art and science of film through education and cross-cultural awareness.

DISCUSSION/ANALYSIS:

The City of Coachella will be entitled to all promotional and marketing benefits commensurate with its level of support. The City of Coachella's logo will be in-full color, grouped, and sized commensurate with sponsorship level in the Souvenir Program book that is distributed before, during and after the festival. The City will also receive one (1) Full-Page Color Ad in the Souvenir Program Book. The digital advertising image and message of the City of Coachella's choice will be included in the sponsor reel that runs continuously between every film at all venues during the festival.

Additional benefits include:

- A "Movie in the Park" held at Veteran's Park in the City of Coachella.
- A free event held at a location in the City of Coachella showcasing a Latino filmmaker (Date TBD). The event itself can be planned with the Palms Springs International Film Society (PSIFS) events and artistic planning department to create a unique event that is different from anything else previously done with a city partner in Coachella Valley.

The City will also receive the following festival tickets and hospitality benefits:

- **Sponsor Screening Passes**. Six (6) fully transferable sponsor passes, good for entry into all regular screenings.
- **Opening Night Screening & Reception**. Six (6) Tickets
- **Closing Night Screening & Reception.** Six (6) Tickets
- **Filmmaker Parties.** Six (6) tickets to each scheduled filmmaker party
- **Vouchers.** Twenty (20) film screening vouchers that can be redeemed for any regular film screening once the Box Office opens through the Festival. Can be used as giveaways. 100 vouchers for Senior Citizens
- **Social Media Post**. One (1) dedicated social media post. Content to be provided by the City of Coachella
- **Film Awards.** Six (6) VIP Platinum Table for 12 seats to the 2025 Palm Springs International Film Awards, includes Parker After-Party access for all seat guests.
- **After Party.** Two (2) transferable passes that can be used in the Talent Section at the After Party

FISCAL IMPACT

Should the City Council approve the request as submitted, an appropriation of $45,000 from the General Fund will be required to allow for sponsorship award.

ALTERNATIVES:

1. Authorize the City of Coachella to Sponsor the Palm Springs International Film Festival (PSIFF) in the Amount of $20,000

2. Not Authorize the City of Coachella to Sponsor the Palm Springs International Film Festival (PSIFF) in the Amount of $20,000

ATTACHMENTS:

1. PSIFF Sponsorship Proposal and Agreement

STAFF REPORT
12/11/2025

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Approval of the 2025 City Council Meetings Calendar

STAFF RECOMMENDATION:

Staff recommends the approval of the 2025 City Council meetings calendar.

BACKGROUND:

Per the City of Coachella Municipal Code, Title 2 (Administration and Personnel), Chapter 2.04 (City Council), Section 2.04.040 - The City Council shall meet regularly on the second and fourth Wednesdays of each month at six p.m. at the Coachella City Council Chambers, City Hall located at 1515 Sixth Street, Coachella, California.

DISCUSSION/ANALYSIS:

Staff recommends that the following 2025 City Council meetings be cancelled:

Date:	Reason:
January 8, 2025	New Year's Day Holiday
April 23, 2025	Spring Break
May 21, 2025	ICSC Conference
July 23, 2025	NALEO Conference
August 14, 2025	Dark
August 28, 2025	Dark
October 8, 2025	League of California Cities – Annual Conference
November 27, 2025	Thanksgiving Holiday
December 25, 2025	Christmas Holiday

Under Resolution No. 2001-10 – The Coachella Council Policies, Rules, and Procedures, Section 7 and 8 – the Mayor or the majority of the City Council can call a special or emergency meeting at any time and place.

Below are the following conferences that will impact the 2025 City Council meetings:

- **International Council of Shopping Centers (ICSC): May 18-20, 2025 (Las Vegas, Nevada)**
- **National Association of Latino Democratic Officials (NALEO): July 22 – 24, 2025 (Atlanta, Georgia)**
- **League of California Cities Annual Conference: October 8-10, 2025 (Long Beach, California)**

ALTERNATIVES:

1. City Council may recommend additional cancellation dates or reduced the proposed cancellation dates

2. City Council not approve the recommended 2025 City Council meetings calendar

FISCAL IMPACT:

No fiscal impact to the budget

ATTACHMENTS:

1. Attachment "A" – 2025 City Council Meetings Calendar: January 2025 – December 2025

2025

Item 30.

January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	37	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

~~August~~

~~S~~	~~M~~	~~T~~	~~W~~	~~T~~	~~F~~	~~S~~
					~~1~~	~~2~~
~~3~~	~~4~~	~~5~~	~~6~~	~~7~~	~~8~~	~~9~~
~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	~~15~~	~~16~~
~~17~~	~~18~~	~~19~~	~~20~~	~~21~~	~~22~~	~~23~~
~~24~~	~~25~~	~~26~~	~~27~~	~~28~~	~~29~~	~~30~~
~~31~~						

September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1		

City Council Meetings

~~Jan. 8yj~~ Jan. 22nd	@6:00pm
Feb. 12th Feb. 26th	@6:00pm
March 12th March 23rd	@6:00pm
April 9th April 23rd	@6:00pm
May 7th ~~May 21st~~	@6:00pm
June 11th June 25th	@6:00pm
July 9th July 23rd	@6:00pm
August	DARK
September 10th ~~September 24th~~	@6:00pm
October 8th ~~October 22nd~~	@6:00pm
November 12th ~~November 26th~~	@6:00pm
December 10th ~~December 24th~~	@6:00pm

HOLIDAYS

New Year's Day	Jan. 1st
Martin Luther King Day	Jan. 20th
Presidents Day	Feb. 17th
Cesar Chavez Day Observance	Mar. 31st
Memorial Day	May 26th
Juneteenth Day	June 19th
Independence Day	July 3rd
Labor Day	Sep. 1st
Indigenous Peoples Day	Oct. 13th
Veterans Day	Nov. 11th
Thanksgiving Day	Nov. 27th
Christmas Eve	Dec. 24th
Christmas Day	Dec. 25th
New Year's Eve	Jan. 1st

Holidays

Council Meetings

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Coachella Healthy Food Truck Permit Pilot Program

- Introduce Ordinance No. 1218 Coachella Healthy Food Truck Permit Pilot Program (ZOA No. 24-03) City Parks and parcels in downtown zones (DT-PV and TR-PV Zones)
- Introduce Ordinance No. 1219 Coachella Healthy Food Truck Permit Pilot Program (ZOA No. 24-03) for active date farms

---

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 1218 and Ordinance No. 1219 for first reading, by title only, to adopt ordinances to implement a Coachella Healthy Food Truck Permit Pilot Program for the operation of mobile food trucks in qualifying City parks, parcels in downtown zones (DT-PV and TR-PV Zones) and active date farms.

BACKGROUND:

On March 13, 2024 the City Council adopted Ordinance No. 1209 establishing sidewalk vending regulations in compliance with SB 946. The requirements of the Riverside County Environmental Health have been challenging for sidewalk vendors to obtain a County health permit and the City currently does not allow mobile food trucks without a special event permit. The City recently sponsored the Coachella Container Park on Grapefruit Boulevard, which is a private enterprise and a City approved location for sidewalk vendors and food trucks. The Healthy Food Truck Permit Pilot program would allow a limited number of mobile food trucks subject to incorporating healthy menu items as encouraged in the City of Coachella General Plan Community Health and Wellness Element. The program will further enhance economic opportunities by creating unique and healthy culinary experiences in the Coachella Downtown and at existing date farms.

The Planning Commission reviewed the proposed ordinance at a study session November 6, 2024 and provided feedback that includes:

- Allow food trucks in City parks earlier than 5 p.m. when sports activities are occurring.
- Allow for live music associated with food trucks in eligible Downtown zone properties.
- Flexibility with alcohol service at date farm food trucks. The ordinance presented at the study session only permitted alcohol service with scheduled farm to table experiences.

- Consider allowing phased parking improvements at date farm food trucks.

On November 20, 2024, the Planning Commission recommended to the City Council adoption of the program with modifications that include:

- Allowing food trucks at the Avenue 53 soccer park near Armtec
- Allow a maximum of 3 food trucks at date farms
- Standard accessible restrooms may be permitted instead of executive restrooms
- Allow outdoor open grilling or asadero style grilling at date farms.

Since the Planning Commission meeting planning staff consulted with the Public Works Director and it is recommended that the food truck program not include the Avenue 53 soccer park since it is not a City park managed by the City of Coachella or have the availability of restrooms.

DISCUSSION/ANALYSIS:

The Coachella Healthy Food Truck Pilot Program would allow mobile food trucks as a 4-year pilot program with annual permit renewals, subject to menu and operational requirements in City parks, in the Downtown (DT-PV) and Downtown Transition (TR-PV) Zone, and on active date farms. The City is working with the Riverside University Health System (RUHS) Nutrition and Health Promotion Branch and Coachella Blue Zones initiative in order to develop criteria for a healthy food truck. The program would require the mobile food trucks meet nutritional standards set forth in the Blue Zones Food guidelines and Blue Zones Restaurant Pledge with an emphasis on nutritional guidelines such as eating seasonal fruits and vegetables, whole grains, beans, and nuts; using plant-based oils; reducing sugar and dairy and increasing plant-based options. It also includes guidelines and recommendations on optimizing the food environment and eating experience and promoting health options. The efforts would complement the Coachella Blue Zones initiative with the aim of improving health outcomes by including simple guidelines for how the world's longest-lived people ate for most of their lives.

The Coachella Healthy Food Truck program requirements are outlined below:

City Parks

- 2 food trucks maximum stationed around Dateland Park, Bagdouma Park, and Rancho Las Flores Park
- 1 food truck maximum at De Oro Park, Sierra Vista Park
- 1 food truck at City of Coachella Civic Center and Corporate Yard
- Operating Hours – 5 p.m. to 10 p.m. weekdays and 8 a.m. to 10 p.m. weekends.
- Administrative approval

Downtown (DT-PV) and Downtown Transition (TR-PV) Zoned parcels located around Coachella Veterans' Memorial Park. These parcels are largely occupied with existing single-family homes and allow the property owner the flexibility to operate a retail and food service businesses. There are 19 eligible parcels.

- 1 food truck per lot or more than 1 food truck on lots or sites larger than 11,500 sq. ft.
- Operate entirely on the property in the front yard and on-site consumption with tables and chairs would be permitted
- Operating Hours – 5 p.m. to 12 a.m.

- Administrative approval

Date Farms

- 3 food trucks maximum per lot with a minimum 1-acre size that must be an active date farm with a minimum of 30 date palm trees
- Requires a minimum of 1 signature food offering with date ingredients or offer of the direct sale of date fruits
- On-site parking required
- Requires activity areas such as cornhole and horseshoes
- Allows accessory retail pop-up businesses
- Operating Hours – 7 a.m. to 10 p.m.
- On-Sale Alcohol service permitted with approval of a Conditional Use Permit.
- Planning Commission approval is required as a non-hearing item

ALTERNATIVES:

1) A) Introduce Ordinance No. 1218 (ZOA No. 24-03), for first reading, by title only, to establish a Coachella Healthy Food Truck Permit Pilot Program for the operation of mobile food trucks in qualifying City parks, parcels in downtown zones (DT-PV and TR-PV Zones). Not including "Avenue 53 soccer park."

   B) Introduce Ordinance No. 1219 (ZOA No. 24-03), for first reading, by title only, to establish a Coachella Healthy Food Truck Permit Pilot Program for the operation of mobile food trucks at active date farms.

2) A) Introduce Ordinance No. 1218 (ZOA No. 24-03), for first reading, by title only, to establish a Coachella Healthy Food Truck Permit Pilot Program for the operation of mobile food trucks in qualifying City parks, parcels in downtown zones (DT-PV and TR-PV Zones).

   B) Introduce Ordinance No. 1219 (ZOA No. 24-03), for first reading, by title only, to establish a Coachella Healthy Food Truck Permit Pilot Program for the operation of mobile food trucks at active date farms.

3) Deny the proposed ordinances.

4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1. The pilot program is a limited term and would accomplish the following:

- Serve as an intermediary path for sidewalk vendors to brick and mortar businesses

- Provide healthy food options to Coachella residents in compliance with the Coachella Health and Wellness Element

- Encourage more visitors to the Coachella Downtown in a unique setting that enables property owners to curate a culinary experience

- Establish a visitor experience in Coachella date gardens, Coachella Date Trail/Coachella Ruta de Datil, with mobile food truck businesses traditionally not permitted in an agricultural setting

Staff will present a resolution for the adoption of a fee to support the administration of the pilot program at the next City Council meeting.

Attachments:

1. Ordinance No. 1218 ZOA No. 24-03 Coachella Healthy Food Truck Permit Pilot Program - City Parks and Downtown and Downtown Transition Zones
2. Ordinance No. 1219 ZOA No. 24-03 Coachella Healthy Food Truck Permit Pilot Program - Healthy Food Truck Permit Ordinance – Date Farms
3. Blue Zones Healthy Dish Guidelines
4. Blue Zones Restaurant Pledge

ORDINANCE NO. 1218

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ESTABLISHING A PILOT PROGRAM FOR HEALTHY FOOD TRUCK PERMITS AT CERTAIN CITY PARKS AND DOWNTOWN (DT-PV) AND DOWNTOWN TRANSITION (TR-PV) ZONED PROPERTIES DIRECTLY SURROUNDING COACHELLA VETERANS' MEMORIAL PARK. CITY-INITIATED. (*First Reading*)

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

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning) to streamline the development review process, create more flexibility in development standards, implement the General Plan and modify Zoning Ordinance to address new changes required by State Law; and

WHEREAS, based on that analysis, the City Council finds that the Objective Design Standards are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance; and

WHEREAS, on November 20, 2024 the Planning Commission reviewed the ordinance; and

WHEREAS, at the said non-hearing item, the Planning Commission recommended that the City Council approve this Ordinance; and

WHEREAS, on December 11, 2024 the City Council reviewed the ordinance at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

SECTION 1. <u>Purpose</u>

The purpose of this ordinance is to establish a pilot program for healthy food truck permits on Downtown Transition (DT-PV) and Downtown Transition (TR-PV) District zoned private properties surrounding Coachella Veterans' Memorial Park and at other City of Coachella parks,

with the goal of providing accessible, nutritious food options for residents and visitors, in alignment with American Heart Association's nutritional standards or Coachella Blue Zone**s Food Guidelines** ~~certification~~. The program shall be temporary, lasting for a period of four (4) years. Healthy food trucks in the Downtown Transition District are intended to encourage establishment of long-term brick and mortar businesses on the same property.

SECTION 2. <u>Definitions</u>

For the purposes of this ordinance, the following definitions shall apply:

1. "Mobile food truck" means a licensed, motorized vehicle, including any legally attached trailer, used in conjunction with the service of a commissary, or other permanent food facility upon which prepackaged or approved non-prepackaged food is sold, offered for sale or otherwise distributed as retail.
2. **"**Healthy Food Truck" A mobile food truck that provides a menu where at least ~~50%~~ **25%** of food and beverage items meet the nutritional standards set forth by the ~~American Heart Association (AHA)~~ **Blue Zones Food Guidelines and Blue Zones Restaurant Pledge**, ~~which include by the City of Coachella and the Riverside University Health System (RUHS) Nutrition and Health Promotion Branch.~~ **with an emphasis on nutritional guidelines such as eating seasonal fruits and vegetables, whole grains, beans, and nuts; using plant-based oils; reducing sugar and dairy and increasing plant-based options. It also includes guidelines and recommendations on optimizing the food environment and eating experience and promoting health options.**

SECTION 3. <u>Eligibility for Healthy Food Truck Permit</u>

To qualify for a permit under this ordinance, a food truck must meet the following criteria:

1. **Menu Requirements**: The food and beverage items offered must meet the nutritional standards that align with ~~American Heart Association's or the Coachella~~ **Blue Zones Food Guidelines and Blue Zones Restaurant Pledge**,
   - ~~Limitations on saturated fat, trans fats, sodium, and added sugars.~~
   - ~~Emphasis on fruits, vegetables, whole grains, lean proteins, and low-fat dairy.~~
   - **Offer plant-based foods (vegetables, beans, whole grains, fruits, nuts, tofu, quinoa).**
   - **Include at least one vegetable per dish.**
   - **Use 100% whole-grain versions of pasta, pizza, tortillas, and cereals.**
   - **Offer at least one Blue Zones® Inspired entrée meeting Healthy Dish Guidelines.**
   - **Provide half-size portions of top-selling entrées.**
   - **Price plant-based protein entrées lower than meat entrées.**
   - **Offer whole grain alternatives to refined-grain options.**
2. **Blue Zones Project Compliance**
   - **Source at least three fruits/vegetables from local farms (within 400 miles).**
   - **Offer water for self-service and healthy beverage alternatives.**
   - **Serve salad dressings and condiments on the side.**

- **Allow customers to request grilled, baked, or broiled options instead of fried.**
- **Optimize menu design to highlight healthy options.**
- **Train staff quarterly on healthy food initiatives.**
- **Prohibit smoking near food trucks.**

3. **Location Requirements**: A permit for a mobile food truck shall not be approved unless the following are met:
   - A maximum of one (1) mobile food truck on an individual developed lot surrounding Veteran's Memorial Park along Vine Street, 4th Street, and Orchard Street in the Downtown (DT-PV) and Downtown Transition (TR-PV) Zoning District and more than one mobile food truck on lots or sites greater than 11,500 square feet. Properties with existing residences are permitted to locate a food truck along the frontage of the property and subject to plot plan review by the Development Services Department.
   - No more than two (2) mobile food trucks are allowed stationed around a public park or within the park parking lot at a minimum of 50 feet from street intersections as approved by the Public Works Director (Dateland Park, Bagdouma Park, Rancho Las Flores Park).
   - No more than one (1) mobile food truck is allowed stationed around De Oro Park, Sierra Vista Park, Library Park and **Ave 53 Soccer Park** at a minimum of 50 feet from street intersections
   - No more than one (1) mobile food truck is allowed stationed at the City of Coachella Civic Center or Corporate Yard.
4. **Compliance and Verification**: Food truck operators must submit a detailed menu with nutritional information to the City of Coachella for approval by the Riverside University Health System (RUHS) Nutrition and Health Promotion Branch prior to receiving a permit. RUHS will conduct regular inspections to ensure compliance with these standards throughout the permit period.

SECTION 4. <u>Operational requirements</u>.

A mobile food truck shall comply with the following:

1. **Area maintenance**. The lot in the Downtown and Downtown Transition Zone used by the mobile food truck shall be kept free of any debris or trash. Mobile food trucks at parks shall maintain a 20 foot radius kept free of any debris or trash.
2. **No onsite consumption area**. Except for shade covers or awnings that provide shade for customers waiting for food for a mobile food truck at City parks, no tables or chairs shall be placed on the lot.
3. **Amplified sound**. No loudspeaker systems, or other device(s) designed to amplify sound are allowed on the lot or associated with the mobile food truck without a special event permit. Live music is permitted associated with operation of a mobile food truck in eligible DT-PV and TR-PV Zoned sites.
4. **Signage**. All signage shall comply with chapter 17.56, sign regulations of this title. Additionally, air flyers and sign twirlers are prohibited on the Lot.
5. **Lights**. All temporary outdoor lighting shall be shielded or downward facing.
6. **Location safety**.

1. Mobile food trucks shall be located at least fifteen (15) feet from any fire hydrant, utility box or vault, public right of way, emergency vehicle route, internal drive aisle, tree canopy or pedestrian pathway.
2. Mobile food trucks shall not operate within a five-foot radius of another mobile food truck.
3. Mobile food trucks shall not otherwise be located within any area of the lot that obstructs pedestrian or vehicle traffic.

7. **No alcohol or sale of controlled substances**. The sale or soliciting the sale of any alcoholic beverages or controlled substances from a mobile food truck is strictly prohibited.

8. **Waste disposal**.

    1. No mobile food truck shall cause or dispose of oil, grease, or waste on the lot.

    2. Wastewater generated on-site shall not be released on-site or into the storm drainage system.

10. **Parking**. Overnight parking or storage of the mobile food truck at a park is prohibited.

11. **Display of permit**. A mobile food truck shall possess and at all times display in clear view a certified copy of its current environmental health decal and grade card issued by the department of environmental health and approved healthy food truck permit.

12. **Trash receptacles**.

    1. At least one visible trash receptacle for use by customers shall be placed within twenty (20) feet of the mobile food truck operation.

    2. Unless the property owner has provided for a permitted dumpster, all trash receptacles shall be removed once the mobile food truck operation has ceased each day.

13. **Restrooms**. In accordance with Section 114315 of the California Retail Food Code, mobile food trucks stopped to conduct business for more than one hour, shall operate within two hundred (200) feet of an approved, readily available and functioning restroom facility. If the restroom is within a business, the mobile food truck operator must submit with the plot plan application, written permission from the business owner providing the hours the restroom facilities are being made available for use by the food service workers. ~~Executive~~ **Accessible** portable toilet facilities with handwashing stations may satisfy this requirement.

14. **Federal, state, and local laws and regulations**. Mobile food trucks shall comply with all other applicable federal, state and local laws and regulations.

SECTION 5. Permit Duration and Renewal

1. **Permit Duration**: Permits issued under this pilot program shall be valid for one (1) year, with an option to renew annually for the duration of the four (4)-year pilot program, subject to compliance with the terms of this ordinance.
2. **Temporary Nature**: The pilot program will expire at the end of four (4) years from the date this ordinance takes effect. No new permits will be issued after the expiration of the pilot program unless the City Council takes action to extend or modify the program.
3. **Hours of Operation**: Food trucks in the Downtown Transition zone are limited to operating evenings commencing at 5 p.m. and concluding at 12 a.m. Food trucks operating in qualifying parks are limited to operating weekdays evenings commencing at 5 p.m. and concluding at 10 p.m. and on weekends commencing at 8 a.m.and concluding at 10 p.m.

SECTION 6. Approval Requirements

The planning director shall approve a healthy food truck permit for DT-PV and TR-PV zones if all of the following are met:

1. The mobile food truck operation complies with the requirements set forth in this article;
2. Written consent from the lot owner allowing the mobile food truck to operate on the lot has been provided to the planning director;
3. An environmental health permit has been issued for the mobile food truck by the department of environmental health;
4. Inspection of the mobile food truck has been completed by the county fire marshal; and
5. There is no pending code enforcement action on the lot or site.

The City Manager or designee shall review all application requests for the operation of healthy food truck permits in City parks with preference to mobile food trucks with menus that exceed established healthy food truck nutritional standards and verifiable local procurement consistent with the Coachella Health and Wellness Element. The City Manager or designee shall approve a healthy food truck permit if all of the following are met:

1. The mobile food truck operation complies with the requirements set forth in this article;
2. Written consent from the lot owner allowing the mobile food truck to operate on the lot has been provided to the planning director;
3. An environmental health permit has been issued for the mobile food truck by the department of environmental health;
4. Inspection of the mobile food truck has been completed by the county fire marshal; and
5. There is no pending code enforcement actions;
6. The requested City park in the application does not exceed the number of permitted mobile food trucks.

SECTION 8. Revocation of Permit

The City reserves the right to revoke a food truck's permit for failure to comply with the provisions of this ordinance, including failure to maintain the required percentage of healthy menu items or operating outside of designated private properties.

SECTION 8. CEQA Analysis.

The Planning Division prepared an environmental assessment for the proposed zoning ordinance amendment and based on that analysis the City Council finds that the Phase 1 Streamline Code Amendments are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

SECTION 9. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 10. Effective Date.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption and remain in effect for the duration of the four-year pilot program unless otherwise amended or repealed.

PASSED, APPROVED, AND ADOPTED this _____ of _____, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steven Hernandez, Mayor
City of Coachella

ATTEST:

_____
Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

_____
Carlos Campos, Best Best & Krieger LLP
City Attorney

ORDINANCE NO. 1219

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ESTABLISHING A PILOT PROGRAM FOR HEALTHY FOOD TRUCK PERMITS AT ACTIVE COACHELLA DATE FARMS. CITY-INITIATED (*First Reading*)

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

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning) to streamline the development review process, create more flexibility in development standards, implement the General Plan and modify Zoning Ordinance to address new changes required by State Law; and

WHEREAS, based on that analysis, the City Council finds that the Objective Design Standards are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance; and

WHEREAS, on November 20, 2024 the Planning Commission reviewed the ordinance; and

WHEREAS, at the said non-hearing item, the Planning Commission recommended that the City Council approve this Ordinance; and

WHEREAS, on December 11, 2024 the City Council reviewed the ordinance at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

SECTION 1. <u>Purpose</u>.

The purpose of this ordinance is to establish a pilot program for healthy food truck permits at active date farms zoned with the goal of providing accessible, nutritious food options for residents and visitors in areas that lack food service location, in accordance with the standards in alignment with American Heart Association's nutritional standards or Coachella Blue Zone**s Food Guidelines** ~~certification~~, and celebrating the agricultural heritage of the City of Coachella. The program shall be temporary, lasting for a period of four (4) years. The healthy food trucks

in the date farms are intended to encourage establishment of long-term food service and visitor opportunities on the same property.

SECTION 2. Definitions.

For the purposes of this ordinance, the following definitions shall apply:

1. "Mobile food truck" means a licensed, motorized vehicle, including any legally attached trailer, used in conjunction with the service of a commissary, or other permanent food facility upon which prepackaged or approved non-prepackaged food is sold, offered for sale or otherwise distributed as retail.
2. **"**Healthy Food Truck" A mobile food truck that provides a menu where at least ~~50%~~ **25%** of food and beverage items meet the nutritional standards set forth ~~by the American Heart Association (AHA)~~ **Blue Zones Food Guidelines and Blue Zones Restaurant Pledge**, ~~which include by the City of Coachella and the Riverside University Health System (RUHS) Nutrition and Health Promotion Branch.~~ **with an emphasis on nutritional guidelines such as eating seasonal fruits and vegetables, whole grains, beans, and nuts; using plant-based oils; reducing sugar and dairy and increasing plant-based options. It also includes guidelines and recommendations on optimizing the food environment and eating experience and promoting health options.**

SECTION 3. Eligibility for Healthy Food Truck Permit.

To qualify for a permit under this ordinance, a food truck must meet the following criteria:

1. **Menu Requirements**: The food and beverage items offered must meet the nutritional standards that align with ~~American Heart Association's or the Coachella~~ **Blue Zones Food Guidelines and Blue Zones Restaurant Pledge**,
   - ~~Limitations on saturated fat, trans fats, sodium, and added sugars.~~
   - ~~Emphasis on fruits, vegetables, whole grains, lean proteins, and low-fat dairy.~~
   - **Offer plant-based foods (vegetables, beans, whole grains, fruits, nuts, tofu, quinoa).**
   - **Include at least one vegetable per dish.**
   - **Use 100% whole-grain versions of pasta, pizza, tortillas, and cereals.**
   - **Offer at least one Blue Zones® Inspired entrée meeting Healthy Dish Guidelines.**
   - **Provide half-size portions of top-selling entrées.**
   - **Price plant-based protein entrées lower than meat entrées.**
   - **Offer whole grain alternatives to refined-grain options.**
   - ~~—~~
   - The menu shall offer a minimum of one (1) signature food offering with date ingredients or offer the direct sale of date fruits.
2. **Blue Zones Project Compliance**
   - **Source at least three fruits/vegetables from local farms (within 400 miles).**
   - **Offer water for self-service and healthy beverage alternatives.**
   - **Serve salad dressings and condiments on the side.**

- **Allow customers to request grilled, baked, or broiled options instead of fried.**
- **Optimize menu design to highlight healthy options.**
- **Train staff quarterly on healthy food initiatives.**
- **Prohibit smoking near food trucks.**

3. **Location Requirements**: A permit for a mobile food truck shall not be approved unless the following are met:
   - A maximum of **three (3)** mobile food truck on a parcel one (1) acre or greater that is under active date farm production with a minimum of 30 live date palm trees subject to plot plan review by the Development Services Department.
4. **Compliance and Verification**: Food truck operators must submit a detailed menu with nutritional information to the City of Coachella for approval by the Riverside University Health System (RUHS) Nutrition and Health Promotion Branch prior to receiving a permit. RUHS will conduct regular inspections to ensure compliance with these standards throughout the permit period.

SECTION 4. <u>Operational requirements</u>.

A mobile food truck shall comply with the following:

1. **Area maintenance**. The lot used by the mobile food truck shall be kept free of any debris or trash.
2. **Onsite consumption area**. Tables and chairs may be placed on individual lots subject to plot plan review.
3. **Amplified sound**. No loudspeaker systems, or other device(s) designed to amplify sound are allowed on the lot or associated with the mobile food truck.
4. **Signage**. All signage shall comply with chapter 17.56, sign regulations of this title. Additionally, air flyers and sign twirlers are prohibited on the Lot.
5. **Lights**. All temporary outdoor lighting shall be shielded or downward facing.
6. **Location safety**.
   1. Mobile food trucks shall be located at least fifteen (15) feet from any fire hydrant, utility box or vault, public right of way, emergency vehicle route, internal drive aisle, tree canopy or pedestrian pathway.
   2. Mobile food trucks shall not operate within a five-foot radius of another mobile food truck.
   3. Mobile food trucks shall not otherwise be located within any area of the lot that obstructs pedestrian or vehicle traffic.

7. **Alcohol sales**. The sale or soliciting the sale of any alcoholic beverages may be permitted subject to a Conditional Use Permit (CUP) and Alcohol Beverage Control license associated with the serving of food.

8. **Waste disposal**.

   1. No mobile food truck shall cause or dispose of oil, grease, or waste on the lot.

   2. Wastewater generated on-site shall not be released on-site or into the storm drainage system.

9. **Parking**. Adequate on-site parking shall be provided and illustrated on a plot plan with driveways for ingress and egress and adequate dust control measures. In-lieu of impervious surface improvements the applicant may propose compacted decomposed granite or other permeable surfaces subject to a maintenance program approved by the City Engineer.

10. **Display of permit**. A mobile food truck shall possess and at all times display in clear view a certified copy of its current environmental health decal and grade card issued by the department of environmental health and approved healthy food truck permit.

11. **Trash receptacles**.

    1. At least one visible trash receptacle for use by customers shall be placed within twenty (20) feet of the mobile food truck operation.

    2. Unless the property owner has provided for a permitted dumpster, all trash receptacles shall be removed once the mobile food truck operation has ceased each day.

13. **Restrooms**. In accordance with Section 114315 of the California Retail Food Code, mobile food trucks stopped to conduct business for more than one hour, shall operate within two hundred (200) feet of an approved, readily available and functioning restroom facility. If the restroom is within a business, the mobile food truck operator must submit with the plot plan application, written permission from the business owner providing the hours the restroom facilities are being made available for use by the food service workers. ~~Executive~~ **Accessible** portable toilet facilities with handwashing stations may satisfy this requirement.

14. **Accessory Retail Pop-Ups**. The applicant may be permitted to include accessory retail pop-up businesses in designated areas of the mobile food truck plot plan and subject to a City business license.

15. **Activity Areas**. The applicant shall include a minimum of one (1) activity areas (examples: cornhole, horsehoes, Giant Jenga). Organized activities such as group crafts, group work outs or yoga may be permitted and shall be described in the application.

16. **Outdoor Asador Style Grilling.** The applicant may be permitted to conduct accessory outdoor open grilling subject to review on the permit plot plan and County of Riverside Environmental Health permits**.**

17. **Federal, state, and local laws and regulations**. Mobile food trucks shall comply with all other applicable federal, state and local laws and regulations.

SECTION 5. <u>Permit Duration and Renewal</u>.

1. **Permit Duration**: Permits issued under this pilot program shall be valid for one (1) year, with an option to renew annually for the duration of the four (4)-year pilot program, subject to compliance with the terms of this ordinance.

2. **Temporary Nature**: The pilot program will expire at the end of four (4) years from the date this ordinance takes effect. No new permits will be issued after the expiration of the pilot program unless the City Council takes action to extend or modify the program.
3. **Hours of Operation**: Mobile food trucks operating on a date farm are limited to operating at 7 a.m. and concluding at 10 p.m.

SECTION 6. Approval Requirements.

The Planning Commission shall approve a date farm healthy food truck permit and plot plan as a non-hearing item if all of the following are met:

1. The mobile food truck operation complies with the requirements set forth in this article;
2. Written consent from the lot owner allowing the mobile food truck to operate on the lot has been provided to the planning director;
3. An environmental health permit has been issued for the mobile food truck by the department of environmental health;
4. Inspection of the mobile food truck has been completed by the county fire marshal; and
5. There is no pending code enforcement action on the lot.

SECTION 7. Revocation of Permit.

The City reserves the right to revoke a food truck's permit for failure to comply with the provisions of this ordinance, including failure to maintain the required percentage of healthy menu items or operating outside of designated private properties.

SECTION 8. CEQA Analysis.

The Planning Division prepared an environmental assessment for the proposed zoning ordinance amendment and based on that analysis the City Council finds that the Phase 1 Streamline Code Amendments are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

SECTION 9. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 10. Effective Date.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption and remain in effect for the duration of the four-year pilot program unless otherwise amended or repealed.

PASSED, APPROVED, AND ADOPTED this _____ of _____, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steven Hernandez, Mayor
City of Coachella

ATTEST:

_____
Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

_____
Carlos Campos, Best Best & Krieger LLP
City Attorney

BLUE ZONES HEALTHY DISH GUIDELINES

BLUE ZONES PROJECT®

Follow these guidelines to create 'plant slant' entrées approved by Blue Zones Project® for your restaurant. These guidelines are derived from diets of the world's longest lived people. Although restaurants do not need to change any particular menu item to achieve Blue Zones Project Approved™ status, only menu items that adhere to the Healthy Dish Guidelines may be marked as "Blue Zones® Inspired."

To create entrées or menus bearing the label "Blue Zones® Inspired," all ingredients must meet the below criteria. If the criteria does not apply mark the box with "N/A." For children's entrées, ensure that the portion size is appropriate for a child. Salads are excluded. Add two extra points towards your overall certification score for each entrée offered.

CRITERIA	CRITERIA MET?
• Features plant-based foods (vegetables, beans, whole grains, fruits, nuts, tofu, quinoa, tempeh, seitan, plant-based meat substitutes).	☐
• For breakfast entrées, may use one whole egg. Preferably use organic free-range eggs. Tofu scramble is an alternative to scrambled eggs.	☐
• Includes at least one vegetable. Examples of commonly used vegetables in blue zones areas are broccoli, asparagus, sautéed kale, baked yams/potatoes, and carrots.	☐
• Does not include fried foods of any kind (i.e. French fries). Sautéing at low temperatures is a good alternative.	☐
• Uses only 100 percent whole-grain versions of pasta, pizza, tortillas, breakfast cereals, and other flour-based foods. A whole grain has 100 percent of the original kernel present.	☐
• Uses brown rice or other whole-grain alternatives (i.e. quinoa, barley, buckwheat) instead of white rice.	☐
• Uses 100 percent whole grain or sprouted-grain breads instead of white bread, with the exception of sourdough bread.	☐
• Uses olive oil and canola oil instead of butter.	☐
• Uses nut butters, hummus, and mustard as alternatives to mayonnaise.	☐
• Uses fewer than six teaspoons of added sugars. Preferably uses honey, unrefined whole-cane sugar, or other natural sweeteners.	☐
• If including dairy, limit to goat's milk, sheep's milk, or products made from these milks.	☐

Copyright © 2024 Blue Zones, LLC. All rights reserved.

BLUE ZONES PROJECT

RESTAURANT PLEDGE

Optimize your restaurant for better health and business

bluezones.com

TABLE OF CONTENTS

Blue Zones Project Overview..... 3

Steps to Achieve Blue Zones Project Approved Status..... 4

Blue Zones Project Helps Your Bottom Line..... 5

Blue Zones Project Restaurant Pledge 6

Detailed Descriptions of Blue Zones Project Restaurant Pledge Actions..... 9

Blue Zones Healthy Dish Guidelines..... 20

Blue Zones Food List 21

Blue Zones How to Optimize a Menu 23

Blue Zones Optimized Healthy Menu Design 24

References 25

WHAT IS BLUE ZONES PROJECT?

Across the globe lie blue zones areas, where people reach age 100 at an astonishing rate. Citizens of places like Sardinia, Italy; Okinawa, Japan; and Loma Linda, California, have maintained their healthy lifestyles for generations. Blue Zones Project® aims to adopt the lifestyle principles of these areas to transform cities and towns into Blue Zones Communities®, where people can live longer, better lives.

Our town is trying to become a Blue Zones Community. Achieving that goal requires restaurants, grocery stores, schools, worksites, and city government to make healthy choices easier through permanent changes to environment, policy, and social networks.

Restaurants play a key role in Blue Zones Project as more and more customers are seeking healthy options when eating out. By adopting best practices from around the country, restaurants can meet growing customer demand and increase revenue, all while improving customers' health. Our Blue Zones Project team is here to help you optimize your restaurant environment for better health and business.

BENEFITS FOR RESTAURANTS

- **Restaurant promotion through Blue Zones Project social media and website that drives new customers to your store**
- **Opportunities to cater community events, which will increase community awareness of your restaurant**
- **Opportunities to cater meetings and events at Blue Zones Project Approved™ worksites, creating new, on-going business**
- **Ability to attract new diners by offering healthier options**
- **Increased sales of healthy food and beverage options through best practices that highlight these items**
- **Access to Blue Zones Project resources, support, and marketing collateral to implement best practices**
- **Recognition for being part of an important community-wide project to improve well-being**

STEPS TO ACHIEVE BLUE ZONES PROJECT APPROVED STATUS

1. Review the Blue Zones Project® Restaurant Pledge, and identify which best practices you already do and which ones you would like to start doing.
2. Pursue the pledge actions you identified using the document entitled "Detailed Descriptions of Blue Zones Project Restaurant Pledge Actions." Our team is here with resources, expertise, and collateral to help you complete the pledge actions. Work with your Blue Zones Project team to get access to the online marketing resource center.
3. As you complete pledge actions, document their completion to meet the validation requirements for each pledge action.
4. Measure the impact of the changes made in your restaurant by tracking items such as sales and inventory. Other restaurants have seen increased sales of healthy foods and beverages, increased sourcing from farm to restaurant, and improved customer feedback and loyalty.
5. When you have implemented all of the best practices you selected, contact a Blue Zones Project team member to validate your achievement. Then, celebrate your status as Blue Zones Project Approved.

BLUE ZONES PROJECT HELPS YOUR BOTTOM LINE

Participating in Blue Zones Project isn't just better for the health of your customers. You'll boost your bottom line at the same time. Here's how!

Customers Buy Healthier Options

- In a study of sales at chain restaurants between 2006 and 2011, chains that increased their better-for-you/low-calorie servings saw a 5.5 percent increase in same-store sales, while those that did not suffered a 5.5 percent decrease.[1]
- Soda consumption has been declining for nearly a decade. The average American consumed over 50 gallons of soda in 2005. By 2012, they consumed 42.4 gallons.[2] Diners are looking for alternative beverages, making this a great time to add healthier choices like tea or sparkling water to your menu.
- By tweaking your menu you can increase sales of healthy options and increase sales overall. Just adding descriptive menu labels to healthy options (e.g. "rich blend of lentils with notes of cardamom") can boost sales by up to 27 percent.[3]

Smaller Portions Increase Profit Margins

- Researchers have found that small portions satisfy hunger and cravings just as well as large portions.[4] By charging more than 50 percent of the full-size price, half-size portions are more profitable than full-size portions.
- If servers offer customers the option to downsize unhealthy side dishes, they typically say yes—even without a discount.[5] This cuts down on food costs and increases profit margins.

Eliminating Giveaways Reduces Food Costs

- Bread costs restaurants an average $2.50/pound, but it is typically served for free.[6] Save money—and encourage healthier eating—by making the breadbasket available by request only or by charging for bread.

Early Leftover Reminder to Increase Sales

- A study showed that people who are told about to-go boxes before they order are about 40 percent more likely to say they will take home leftovers than those who are asked afterward—a double win as people might order more and eat less at each sitting, thus having room for a high-margin beverage.[7]

Blue Zones Project Restaurant Pledge

This pledge includes best practices that will help your customers live longer, better while boosting your revenue through increased demand for healthy menu options. The more best practices you adopt, the more you optimize your restaurant environment for better health and increased business.

Achieving Blue Zones Project Approved Status

☐ Adopt best practices to earn at least 44 out of 66 total possible points.

**Completion of the best practices will be confirmed by Blue Zones Project team. You will be asked to submit a copy of your menu, pictures, and other documentation.*

Best Practices

Section 1: Entrée Offering	Currently Doing	Points	Will Do
1. Offer half-size portions of your top-selling entrées. Promote this choice on your menu.		3	
2. Offer a children's menu with at least one entrée that meets the Blue Zones Healthy Dish Guidelines (salads excluded). Call attention to these entrées on your menu. You may label them as "Blue Zones® Inspired." *For each additional entrée you offer, you earn two points (up to four bonus points, for a total of six possible points).*		2	
3. Offer one entrée that meets the Blue Zones Healthy Dish Guidelines (salads excluded). Call attention to this entrée on your menu. You may label it as "Blue Zones® Inspired." *For each additional entrée you offer, you earn two points (up to six bonus points, for a total of eight possible points).*		2	
4. Price entrées with a plant-based protein lower than meat entrées.		2	

Section 2: Side Dishes and Ingredients	Currently Doing	Points	Will Do
5. Offer a vegetable, fruit, 100 percent whole grain, or salad as the default side-dish selection for all applicable menu items.		3	
6. Offer whole grain alternatives to all of your refined-grain options. Promote this option on your menu.		2	
7. Source three fruits and/or vegetables from local farms or farmers markets (produced less than 400 miles away) during the growing season.		2	
8. Do not offer soda, chocolate milk, or fruit juices as default beverages for children's meal.		2	
9. If you serve dessert, offer at least one option that is only fresh fruit. Call attention to these desserts on your menu. You may label them as "Blue Zones® Inspired."		2	
10. Offer 100-calorie 'nice bite' desserts for at least half of your dessert offerings. Promote this choice on your menu.		2	

Section 3: Education and Awareness	Currently Doing	Points	Will Do
11. Train staff at least quarterly on the pledge actions you have completed. Post a list of the pledge actions in the staff room.		3	
12. Train servers to only mention vegetables, fruit, salad, and 100 percent whole grains as side-dish options when taking food orders.		2	
13. Let customers know before they order that to-go boxes can be brought at any time during the meal (before, during, or after). Promote this on your menu or table tent.		2	
14. Offer promotions or discounts on "Blue Zones Project® Inspired" entrees, if applicable.		2	
15. Have 25 percent of restaurant staff sign the Blue Zones Personal Pledge.		1	
16. Allow patrons to split plates at no extra charge.		1	

Section 4: Environment	Currently Doing	Points	Will Do
17. Prohibit smoking on restaurant property both indoors and outdoors.		3	
18. Do not place a salt shaker on the table unless requested. Remove the shaker when busing the table.		3	
19. Do not offer free refills on sugar-sweetened beverages.		3	
20. Install bicycle racks outside of your restaurant.		2	
21. Serve patrons a glass of water upon arrival and/or leave a water pitcher on the table.		1	

Section 5: Preparation and Presentation	Currently Doing	Points	Will Do
22. Optimize your menu using four of the suggestions from the Blue Zones Optimized Healthy Menu Design (requires menu revision). *For each additional included suggestion, you earn one point (up to four bonus points, for a total of eight possible points).*		4	
23. Do not serve bread or chips before meals unless requested.		3	
24. Allow customers to request any entrée grilled, baked, or broiled rather than fried. Promote this option on your menu.		2	
25. Offer raw vegetables or a healthy sample (amuse-bouche) before dinner instead of bread.		2	
26. Serve all salad dressings and condiments on the side.		2	
27. Serve sugar-sweetened beverages in glasses that hold 12 ounces or less (preferably tall, narrow glasses).		2	
28. Serve entrées on 10-inch plates or smaller.		2	

29. Offer club soda, sugar-free soda, and/or sugar-free iced tea as alternatives to sugar-sweetened beverages.		1	
30. Use plates, glasses, and bowls that are smaller for children than for adults.		1	
31. If you serve bread, serve it with olive oil instead of butter.		1	
32. Do not butter bread or buns before serving.		1	

Section 6: Propose New Pledge Actions: *This section allows you to propose up to three new pledge actions that align with the intent of Blue Zones Project. Please review your validation form for detailed instructions on developing and submitting new pledge actions. Up to three pledge actions can be proposed for a maximum of six total bonus points. Pledge actions will be approved and point value assigned by the Blue Zones Project team.*
33.
34.
35.

TOTAL YOUR POINTS

	Points
Currently Doing	
Will Do	
Total Points	

Must be 44 or greater to achieve Blue Zones Project Approved status

DETAILED DESCRIPTIONS OF BLUE ZONES PROJECT RESTAURANT PLEDGE ACTIONS

Section 1: Entrée Offering

1. **Offer half-size portions of your top-selling entrées. Promote this choice on your menu.**

   How to do it: Offer half-size entrées while charging a price that enables you to maintain profit margins. In our pilot project in Albert Lea, MN, restaurants charged 70 percent of the price of the full-size option. List the half-size portion option next to the full-size option so customers can easily see it.

   Why do it? Portion sizes of beverages, packaged food, and restaurant food have increased steadily over the past 30 years and well exceed federal standards for dietary guidance.[8] Research has shown that consumers eat 18–25 percent more food when the portion size is doubled.[9]

   Validation Requirement: Copy of menu.

2. **Offer a children's menu with at least one entrée that meets the Blue Zones Healthy Dish Guidelines (salads excluded). Call attention to these entrées on your menu. You may label them as "Blue Zones® Inspired."** ***For each additional entrée you offer, you earn two points (up to four bonus points, for a total of six possible points).***

   ***How to do it*:** Create new or modify existing children's dishes to meet the Blue Zones Healthy Dish Guidelines. Submit a recipe detailing the quantity of ingredients and the cooking method used for each entrée to the Blue Zones Project team, which will verify that they meet the Blue Zones Healthy Dish Guidelines. Once verified, label these entrées on your menu as "Blue Zones® Inspired."

   Why do it? Obesity rates in children have tripled in the last 30 years so that nearly one in five children over age five is overweight or obese.[10] A recent analysis of chain restaurants found that 93 percent of children's meals are high in calories.[11] As Americans are increasingly eating more food away from home, restaurants can play a role in helping parents and children choose healthier meals when dining out.

   Validation Requirement: Copy of menu and recipes for entrées labeled "Blue Zones Project® Inspired."

3. **Offer one entrée that meets the Blue Zones Healthy Dish Guidelines (salads excluded). Call attention to this entrée on your menu. You may label it as "Blue Zones® Inspired."** ***For each additional entrée you offer, you earn two points (up to six bonus points, for a total of eight possible points).***

   How to do it: Create new or modify existing main dishes to meet the Blue Zones Healthy Dish Guidelines. Submit a recipe detailing the quantity of ingredients and the cooking method used for each entrée to the Blue Zones Project team, who will verify that they meet the Blue Zones Healthy Dish Guidelines. Once verified, label each entrée on your menu as "Blue Zones® Inspired."

   Why do it? The typical American entrée (without an appetizer or dessert) has 1000 calories, and some entrées range up to a shocking 2500 calories![12] For the average adult, eating one meal away from home each

week translates to roughly two extra pounds each year.[13] With nearly one-half of every food dollar spent on food prepared outside the home, make it easier for your customers to make the healthy choice by offering healthy entrées.[14] Also, research shows that using a symbol to highlight menu items is effective at drawing attention to those items.[15]

Validation Requirement: Copy of menu and recipes for entrées labeled "Blue Zones® Inspired."

Additional Resources: For modifying recipes and creating new recipes, please see "Vegetarian Starter Kit for Restaurants," Physicians Committee for Responsible Medicine, available on Blue Zones Project website.

4. **Price entrées with a plant-based protein lower than meat entrées.**

How to do it: Make the price of entrées with a plant-based protein lower than that of meat entrées, while maintaining profit margins.

Why do it? Research has demonstrated that reducing the price of foods increases their purchase.[16] Studies show that Americans consume more meat than is recommended.[17] By pricing entrées that do not contain meat lower than those that do, you are incentivizing your patrons to consume more plant-based entrées. As plant-based entrées tend to have lower food costs, you can preserve profit margins even with a lower price.

Validation Requirement: Copy of menu.

Section 2: Side Dishes and Ingredients

5. **Offer a vegetable, fruit, 100 percent whole grain, or salad as the default side-dish selection for all applicable menu items.**

How to do it: Limit side dishes to vegetables, fruit, salad, or 100 percent whole grains. Vegetables should not be fried or prepared with heavy sauces, and fruit should be fresh or in natural juice without added sugar. Examples of appropriate side dishes include: fresh fruit, steamed vegetables, salad with dressing on the side, a small serving of sweet potatoes (roughly ½ cup), quinoa, and brown rice.

Why do it? Just as the "opt-out versus opt-in" program has increased organ donation and retirement savings, the same concept has shown promise for improving healthy eating.[18] By making the healthy choice the default and requiring customers to opt out of that choice for something less healthy, it reduces barriers to eating healthier foods.

Validation Requirement: Copy of menu.

6. **Offer whole grain alternatives to all of your refined-grain options. Promote this option on your menu.**

How to do it: Offer and promote on your menu whole grain alternatives for all of your refined-grain options (e.g. whole grain pasta instead of refined grain pasta, brown rice instead of white rice). For examples of whole grain alternatives, refer to the Blue Zones Foods List.

Why do it? Eating whole instead of refined grains substantially lowers total cholesterol, low-density lipoprotein (LDL, or bad) cholesterol, triglycerides, and insulin levels, thus reducing the risk for cardiovascular disease. In the Harvard-based Nurses' Health Study, women who ate two to three servings of whole grain products (mostly bread and breakfast cereals) each day were 30 percent less likely to have a heart attack or die from heart disease over a ten-year period than women who ate less than one serving per week.[19] A meta-analysis of seven major studies showed that cardiovascular disease was 21 percent less likely in people who ate 2.5 or more servings of whole grain foods per day compared with those who ate less than two servings per week.[20]

Validation Requirement: Copy of menu

7. **Source three fruits and/or vegetables from local farms or farmers markets (produced less than 400 miles away) during the growing season.**

   How to do it: Purchase a portion of your fruits and/or vegetables from local farms or farmers markets. The fruits or vegetables should be produced within 400 miles of your community.

   Why do it? Purchasing local produce and other seasonal ingredients can ensure freshness and support the local economy. The Centers for Disease Control and Prevention (CDC) recommends that communities improve availability of mechanisms for purchasing foods from farms.[21]

   Validation Requirement: Description of types and portion of fruits and/or vegetables that are sourced from local farms or farmers markets, what local farms or farmers markets the restaurant sources from, and how frequently.

8. **Do not offer soda, chocolate milk, or fruit juices as default beverages for children's meal.**

   How to do it: Do not offer sugar-sweetened beverages such as soda, chocolate milk, or fruit juices as a default with your children's meals. There should be an additional cost to deter parents from ordering less-healthy options.

   Why do it? The CDC Division of Nutrition, Physical Activity, and Obesity (DNPAO) has identified six evidence-based strategies for preventing and reducing overweight and obesity, one of which is "decreasing the consumption of sugar-sweetened beverages." This includes soda, chocolate milk, and fruit juices. The American Academy of Pediatrics recommends that the daily intake of fruit juice be limited to 4–6 ounces for children 1–6 years old. For children 7–18 years old, juice intake should be limited to 8–12 ounces, or two servings, per day.

   Validation Requirement: Copy of menu.

9. **If you serve dessert, offer at least one option that is only fresh fruit. Call attention to these desserts on your menu. You may label them as "Blue Zones® Approved."**

How to do it: Offer at least one dessert option that is only fresh fruit with no added sugars. Once verified with the Blue Zones Project team, label these desserts on your menu as "Blue Zones® Approved."

Why do it? Offering a fruit-only dessert provides customers with a healthy option to satisfy the sweet tooth while reaping the many health benefits of fruit.

Validation Requirement: Copy of menu.

10. **Offer 100-calorie 'nice bite' desserts for at least half of your dessert offerings. Promote this choice on your menu.**

How to do it: Offer bite-sized desserts that are under 100 calories while charging a price that enables you to maintain profit margins.

Why do it? Portion sizes of beverages, packaged food, and restaurant food have increased steadily over the past 30 years and well exceed federal standards for dietary guidance.[8] Research has shown that consumers eat 18–25 percent more food when the portion size is doubled.[9] According to the National Restaurant Association's "What's Hot in 2012" survey, bite-size and mini desserts are among the top three trends in the category of desserts.[22] At Rathbun's, dessert sales rose nearly three-fold since the restaurant went all-mini, and sales of after-dinner coffee, cocktail, and wines increased as well.[23]

Validation Requirement: Copy of menu.

Section 3: Education and Awareness

11. **Train staff at least quarterly on the pledge actions you have completed. Post a list of the pledge actions in the staff room.**

How to do it: Train all staff at least quarterly on how to maintain the pledge actions your restaurant has completed to become Blue Zones Project Approved. Post a copy of the list in the staff room.

Why do it? Properly training and retraining staff to follow your restaurant's pledge will ensure that the actions you have taken to improve your business sustain over time. Posting your list of pledge actions in a prominent place where staff can view it will continually remind them to follow the best practices you have adopted.

Validation Requirement: Confirmation of action and picture of posted Blue Zones Project best practices in the staff room.

12. **Train servers to only mention vegetables, fruit, salad, and 100 percent whole grains as side-dish options when taking food orders.**

How to do it: Train servers to only mention vegetables, fruit, salad, and 100 percent whole grains as side-dish options when taking orders. Acknowledge the option of a less-healthy side dish (e.g. fries, onion rings) only when customers request it.

Why do it? By making the healthy choice the default, it reduces barriers to eating healthier because people are automatically offered the healthiest choice. Customers who are first offered healthier sides may be more inclined to order them.

Validation Requirement: Confirmation of action.

13. **Let customers know before they order that to-go boxes can be brought at any time during the meal (before, during, or after). Promote this on your menu or table tent.**

    How to do it: Call out on your menu the ability to get a to-go box at any time during the meal. Train servers to bring a to-go box with the food order when customers request one. You may also display an "Easy-To-Go" table tent that tells customers they can request a to-go box while ordering.

    Why do it? Reminding customers ahead of time that they can take unfinished food home removes pressure to overeat. If reminded of the availability of to-go boxes up front, some customers may choose to put a portion of their meal in the to-go box before they begin eating. A study showed that people who are told about to-go boxes before they order are about 40 percent more likely to say they will take home leftovers than those who are asked afterward-leaving room for add-ons such as a high-margin beverage or dessert.[7] ***Validation Requirement:*** Description of promotion of to-go boxes or picture of table tents.

14. **Offer promotions or discounts on "Blue Zones® Inspired" entrées, if applicable.**

    How to do it: Once you have an entrée that meets the Blue Zones Healthy Dish Guidelines, provide specials promotions or a discount and market the offering in the store, online, or have your wait staff mention it when taking food orders.

    Why do it? Calling attention to your "Blue Zones Project® Inspired" entrées will bring more awareness of your involvement in Blue Zones Project, which could lead to more business.

    Validation Requirement: Confirmation of action.

15. **Have 25 percent of restaurant staff sign the Blue Zones Personal Pledge.**

    How to do it: Contact your local Blue Zones Project team to have someone walk through the recruitment speech and Personal Pledge with your staff, and ask everyone to sign.

    Why do it? Signing the Personal Pledge will create awareness and education among your staff. Staff will have a better understanding of what the Blue Zones Project is and will be able to better communicate your involvement with customers.

Validation Requirement: Confirmation of action.

16. **Allow patrons to split plates at no extra charge.**

How to do it: Allow patrons to split any entrée at no extra cost. Let customers know this by labeling this feature on your menu.[24] See the provided sample menu as an example.

Why do it? Over 75 percent of sodium in an American's diet comes from processed food and food served in restaurants, making restaurants an essential tool for affecting the health of communities.[25] Allowing customers to share a plate at no additional cost reduces the amount of sodium, calories, and fat content they consume. If patrons are allowed to split plates, they are also more likely to order additional items such as appetizers, beverages, and desserts, typically higher-margin items.

Validation Requirement: Confirmation of action.

Section 4: Environment

17. **Prohibit smoking on restaurant property both indoors and outdoors.**

How to do it: Let all employees and customers know that smoking is not permitted anywhere on restaurant property. A clear, consistent message delivered weeks in advance of the start of enforcement allows time for customers to adjust.

Why do it? A review of the top studies on the economic impact of smoke-free policies in the hospitality industry demonstrated no impact or a positive impact of smoke-free restaurant and bar laws on sales and employment.[26] Community smoking bans (including in workplaces) are associated with a 17 percent reduction in heart attacks, with the greatest effect seen on younger individuals and nonsmokers.[27]

Validation Requirement: Description of policy or picture of signage.

18. **Do not place a salt shaker on the table unless requested. Remove the shaker when busing the table.**

How to do it: Wait for a customer to request salt before placing a salt shaker on their table. Remove the salt shaker when you clear the table.

Why do it? The average American consumes over 3400 mg of sodium per day, which is well above the recommended 1500 mg per day for most Americans.[28] Many restaurant meals provide more than a whole day's worth of sodium.[29] Over 75 percent of dietary sodium comes from packaged and restaurant foods. Consuming too much sodium can lead to high blood pressure, which leads to an increased risk of cardiovascular disease, stroke, and kidney disease.[30] Removing salt shakers from tables pushes customers away from automatically salting food just because the salt is there.

Validation Requirement: Confirmation of action.

19. **Do not offer free refills on sugar-sweetened beverages.**

    How to do it: Limit portions of sugar-sweetened beverages to one serving.

    Why do it? Approximately 50 percent of increased calories in the American diet come from consumption of sugar-sweetened beverages.[31] Limiting access to sugar-sweetened beverages can help improve the health of your customers.

    Validation Requirement: Confirmation of action.

20. **Install bicycle racks outside of your restaurant.**

    How to do it: Work with the city to install bicycle racks outside of your restaurant.

    Why do it? Restaurants that install bicycle racks can attract more customers and increase revenue while promoting active transportation and community well-being. Studies have shown that people who arrive by bicycle to a restaurant spend less per visit but visit more often than people who arrive by automobile, resulting in more revenue per bicycling customer each month.[32]

    Validation Requirement: Picture of bicycle racks.

21. **Serve patrons a glass of water upon arrival and/or leave a water pitcher on the table.**

    How to do it: Serve patrons a glass of water upon arrival. If possible, leave the water pitcher on the table.

    Why do it? Having water within easy reach encourages patrons to drink more water and thus consume fewer calories, as water can quench thirst and create the sensation of being full. Customers drink more water when a water pitcher is left on the table than when it is farther away.[31]

    Validation Requirement: Confirmation of action.

Section 5: Preparation and Presentation

22. **Optimize your menu using four of the suggestions on the Blue Zones Project Optimized Healthy Menu Design (requires menu revision). For each additional included suggestion, you earn one point (up to four bonus points, for a total of eight possible points).**

    How to do it: Follow the guidelines on how to optimize your menu to increase the sales of healthier food items. Review the Blue Zones Project Optimized Healthy Menu Design to see an example menu. Apply these guidelines to your menu or menu insert. You may optimize your menu insert instead of your menu only if you have created a menu insert listing “Blue Zones® Inspired” entrées.

Why do it? There is research supporting every suggestion in the Blue Zones Project Optimized Healthy Menu Design. For example, one research study found that adding descriptive menu labels increased sales by 27 percent.[33] Another study showed that menu items positioned at the beginning or end of the list in their category were up to twice as popular as those placed in the center of the list.[34]

Validation Requirement: Copy of menu or menu insert.

23. Do not serve bread or chips before meals unless requested.

How to do it: Do not serve bread or chips before meals unless requested by the customer.

Why do it? Bread costs restaurants an average $2.50/pound, but it is typically served for free.[6] Save money—and encourage healthier eating—by making the breadbasket available by request only or by charging for bread. Also, waiting for customers to request chips or bread removes from them the temptation to overeat and reduces food waste. Aside from hunger, one of the reasons people eat is simply because food is in front of them.[9]

Validation Requirement: Confirmation of action.

24. Allow customers to request any entrée grilled, baked, or broiled rather than fried. Promote this option on your menu.

How to do it: Make customers aware that they can request any entrée grilled, baked, or broiled rather than fried.

Why do it? Frying uses oils and fats, which add to the calorie content of the overall meal.[35] Foods that are grilled, broiled, or baked are a healthier option with fewer calories from fat.

Validation Requirement: Copy of menu.

25. Offer raw vegetables or a healthy sample (amuse-bouche) before dinner instead of bread.

How to do it: Serve raw vegetables or a sample of a healthy appetizer or soup before dinner in the place of bread.

Why do it? Raw vegetables contain fewer calories and can be less costly than bread. An amuse-bouche can provide the patron a glimpse into your chef's approach to the art of cuisine—it is "the best way for a great chef to express his or her big ideas in small bites."[36]

Validation Requirement: Confirmation of action

26. Serve all salad dressings and condiments on the side.

How to do it: For all salads, serve salad dressings in small portions on the side. Do not provide condiments

(e.g. ketchup, hot sauce, honey mustard) on the table. Provide condiments on the side in small portions (two tablespoons or less).

Why do it? Salad dressings can quickly turn a healthy salad into an unhealthy meal because most are loaded with fat, sodium, sugar, and calories.[37] Sauce condiments can be high in sodium and can lead to overconsumption of our recommended daily amount of 1500 mg per day.[38] Two tablespoons of ketchup has about 300 mg of sodium.[39] About 90 percent of Americans consume more sodium than they should.[40] Removing large bottles of sauce condiments from the table nudges customers away from adding too much to their food, saving you food costs at the same time.

Validation Requirement: Confirmation of action.

27. **Serve sugar-sweetened beverages in glasses that hold 12 ounces or less (preferably tall, narrow glasses).**

How to do it: Replace glasses larger than 12 ounces with tall, narrow glasses that hold 12 ounces or less in order to reduce caloric intake and waste. Serve all sugar-sweetened beverages in these glasses.

Why do it? The Cornell University Food and Brand Lab found that people who use short, wide, high-volume glasses regularly consume 28 to 77 percent more liquids than those who use tall, narrow, low-volume glasses.[41] Patrons drink less from smaller glasses because they perceive their portion as larger. Save food costs by serving sugar-sweetened beverages in tall, narrow glasses that hold less.

Validation Requirement: Picture and confirmation of action.

28. **Serve entrées on 10-inch plates or smaller.**

How to do it: Replace serving dishes with 10-inch plates to reduce caloric intake and food waste.

Why do it? The Cornell University Food and Brand Lab found that people who eat off of typical 12-inch plates regularly consume 27 percent more at meals than those who eat off of smaller ten-inch plates.[42] Patrons eat less from smaller plates because they perceive their portion as larger.

Validation Requirement: Picture and confirmation of action.

29. **Offer club soda, sugar-free soda, and/or sugar-free iced tea as alternatives to sugar-sweetened beverages.**

How to do it: Offer club soda, sugar-free soda, and/or sugar-free iced tea as alternatives to sugar-sweetened beverages.

Why do it? Research studies have shown a strong relationship between consumption of sugar-sweetened beverages and being overweight or obese.[43] Providing diet or unsweetened soda and/or tea affords patrons an alternative option to consume less sugar.

Validation Requirement: Copy of menu.

30. Use plates, glasses, and bowls that are smaller for children than for adults.

How to do it: Provide plates, glasses, and bowls that are smaller in size to serve food and drinks to children.

Why do it? Children need fewer calories than adults. Further, you will reduce food waste, which can lead to higher profits.

Validation Requirement: Confirmation of action

31. If you serve bread, serve it with olive oil instead of butter.

How to do it: The most cost-efficient solution is to not serve bread, but if you choose to serve bread, serve it with olive oil for dipping instead of butter.

Why do it? A study showed that olive-oil users get tired of olive oil faster than they do butter, so they end up eating fewer pieces of bread. Diners served olive oil ate 264 calories worth of bread compared to 319 calories for those served butter.[44] Serving bread with olive oil will lead to cost savings as customers will consume less bread.

Validation Requirement: Confirmation of action

32. Do not butter bread or buns before serving.

How to do it: Do not butter bread or buns before serving.

Why do it? Serving buttered buns or bread increases the fat and calorie content of a meal.[45] By not buttering sandwich buns or bread, you are providing healthier menu options and removing a time-consuming step in food preparation.

Validation Requirement: Confirmation of action.

BLUE ZONES HEALTHY DISH GUIDELINES

Follow these guidelines to create 'plant slant' entrées approved by Blue Zones Project® for your restaurant. These guidelines are derived from diets of the world's longest lived people. Although restaurants do not need to change any particular menu item to achieve Blue Zones Project Approved™ status, only menu items that adhere to the Healthy Dish Guidelines may be marked as "Blue Zones® Inspired."

To create entrées or menus bearing the label "Blue Zones® Inspired," all ingredients must meet the below criteria. If the criteria does not apply mark the box with "NA." For children's entrées, ensure that the portion size is appropriate for a child. Salads are excluded. Add two extra points towards your overall certification score for each entrée offered.

CRITERIA	CRITERIA MET?
• Features plant-based foods (vegetables, beans, whole grains, fruits, nuts, tofu, quinoa, tempeh, seitan, plant-based meat substitutes).	☐
• For breakfast entrées, may use one whole egg. Preferably use organic free-range eggs. Tofu scramble is an alternative to scrambled eggs.	☐
• Includes at least one vegetable. Examples of commonly used vegetables in blue zones areas are broccoli, asparagus, sautéed kale, baked yams/ potatoes, and carrots.	☐
• Does not include fried foods of any kind (i.e. French fries). Sautéing at low temperatures is a good alternative.	☐
• Uses only 100 percent whole-grain versions of pasta, pizza, tortillas, breakfast cereals, and other flour-based foods. A whole grain has 100 percent of the original kernel present.	☐
• Uses brown rice or other whole-grain alternatives (i.e. quinoa, barley, buckwheat) instead of white rice.	☐
• Uses 100 percent whole grain or sprouted-grain breads instead of white bread, with the exception of sourdough bread.	☐
• Uses olive oil and canola oil instead of butter.	☐
• Uses nut butters, hummus, and mustard as alternatives to mayonnaise.	☐
• Uses fewer than six teaspoons of added sugars. Preferably uses honey, unrefined whole-cane sugar, or other natural sweeteners.	☐
• If including dairy, limit to goat's milk, sheep's milk, or products made from these milks.	☐

BLUE ZONES FOOD LIST

Select from the Top 50 Blue Zones foods to create healthy, delicious meals inspired by blue zones centenarians.

ISLAND OF IKARIA, GREECE

- Greens (all varieties)
- Lemons
- Eggplant
- Potato
- Mediterranean Herbs
- Chickpeas
- Black-Eyed Peas
- Olive Oil
- Honey
- Coffee

ISLAND OF SARDINIA, ITALY

- Tomatoes
- Artichokes
- Fennel
- Onions
- Almonds
- Barley
- Durum Semolina
- Pecorino Cheese
- Goat's Milk
- Wine

NICOYA PENINSULA, COSTA RICA

- Papaya
- Bananas
- Mango
- Winter Squash
- Summer Squash
- Cabbage
- Yams
- Corn
- Black Beans
- Limes

ISLAND OF OKINAWA, JAPAN

- Shiitake Mushrooms
- Sweet Potatoes
- Green Onions
- Garlic
- Bitter Melon
- Seaweed
- Tofu
- Brown Rice
- Turmeric
- Green and Black Tea

LOMA LINDA, CALIFORNIA

- Beans
- Bell Peppers
- Broccoli
- Berries
- Avocado
- Nuts
- Oats
- Whole Grains
- Seitan
- Tempeh

Copyright © 2022 Blue Zones, LLC and Sharecare, Inc. All rights reserved.

BLUE ZONES®

How to Optimize a Menu

THE BUILDING BLOCKS OF A HEALTHY MENU

Designing a menu that pushes people toward healthy options is easy. Following these 12 steps can simply reposition what you are already selling, while stimulating healthier choices. A sample menu that has been optimized is attached for reference.

1. Box or highlight healthy, high margin foods/menu options.
2. Add descriptive words that are an alternative for "healthy".

   ***Fact*:** Research shows that foods with more descriptive names are purchased more and rated as more appealing and tastier than foods with less attractive names. Customers who eat food with more descriptive names also have more favorable attitudes toward the restaurant as a whole. Rather than labeling items as "healthy" or "good for you", entice customers with labels that target geographic areas (e.g., California Pizza), nostalgic events (e.g., Old-World Manicotti), senses (e.g., Sizzling Shrimp Skewers), brands (e.g., Black Angus Burgers) or adjectives like "crisp" or "fresh".

3. List sides from healthiest to least healthy.
4. Review the **Healthy Dish Guidelines** and put a healthy side on the menu as the default option.
5. Offer a half-size portion priced to preserve the profit margin.

   Fact: Research found that customers will often pay up to 70% of the price of a full-size item without decreasing their satisfaction.

6. Make sure items in all four corners of the menu are the healthier option. We suggest that the very bottom offering is a fruit-only dessert (e.g., California Spring Fruit Salad).
7. Instead of a "Healthy" section, call things **"Light and Fresh"** or use similar taste-related phrases.
8. Use colored or bolded words to highlight healthy target items.
9. Do anything that draws attention to the healthy items, such as artwork or pictures.
10. Section off **"House Favorites"** that are healthy.
11. In any section, make sure the healthiest items are listed first.
12. Offer endorsements for healthy options by local celebrities.

Blue Zones Project® is a trademark of Blue Zones, LLC. All rights reserved. Copyright © 2019 Blue Zones, LLC. All rights reserved.

Blue Zones Project®: Optimized Healthy Menu Design

The following tips are designed to nudge customers toward healthy choices. To learn more from Dr. Brian Wansink see: mindlesseating.org.

1 Use colored or bolded words to highlight healthy target foods.

2 Instead of a "Healthy" section, call things "Light and Fresh" or similar taste-related phrases.

3 Use a logo or icon to draw attention to targeted items – beware of using "Healthy" logos, which can sign bad taste.

Bonnie's Farm Fresh Restaurant

Welcome to Bonnie's! Our goal is to serve you food that you love and that loves you.
We're committed to serving great food that makes you feel full of vitality. Why not?
Try some of our favorites and we promise your mouth, stomach and heart will thank you for it.

Appetizers

1

SPRING ROLLS
Delicious, fresh wraps stuffed with *crisp* lettuce, mint, cilantro, carrots, rice noodles, and your choice of shrimp or tofu. 6.50

CRISPY GREEN BEANS
Fresh green beans flash-fried in a light, crispy tempura batter and served with a zesty plum sauce. 8.00

ROASTED CHICKEN QUESADILLA
Pulled roasted chicken, sautéed mushrooms, black beans, piquant salsa, and pepper jack cheese grilled between crispy tortillas. 8.00

FRUIT, NUTS, AND CHEESE PLATE
New York sharp cheddar, creamy brie, fresh grapes, strawberries, figs, and roasted almonds. A wonderful plate to share! 9.00

CHICKEN SATAY
Lightly spiced, marinated chicken, slow-roasted on skewers, served with peanut sauce and a cool cucumber vinaigrette. 9.00

MOZZARELLA STICKS
Homemade mozzarella sticks topped with Parmesan cheese and served with a tangy marinara sauce. 8.00

2

Fresh Salads & Soups

SOUP OF THE DAY
A different delicious soup made fresh every day. Cup 3.50 Bowl

MULLIGATAWNY SOUP
A distinctively flavorful soup that's also good for the body! Delicately spiced vegetarian Indian lentil soup topped with fresh cilantro. Cup 3.50 Bowl 4.50

CHOPPED SALAD
Garden-fresh romaine and radicchio with egg, avocado and oven-roasted tomato, topped with a Dijon vinaigrette. (Chopped applewood smoked bacon optional). 8.50
Side 5.95

SHRIMP OR CHICKEN BISTRO SALAD
Choice of shrimp or chicken with crisp greens, mandarin oranges, roasted almonds, scallions, fresh grapes, and a tangy vinaigrette. 8.50 Side 5.95

BONNIE'S SOUTHWEST SALAD
Fresh, bright flavors are primary in our Southwestern lentil and bean salad, made with fresh chopped vegetables and a spicy avocado salsa dressing. Try one of our favorites! 8.50

CHICKEN CAESAR SALAD
Grilled marinated chicken served over crispy romaine, with garlicky croutons, Parmesan cheese, and a flavorful Gorgonzola dressing. 8.50 Side 5.95

TACO SALAD
Crispy tortilla shell loaded with lettuce, tomatoes,

Bonnie's Burgers

Our juicy, grilled burgers are served with lettuce, tomato and onion, with a choice of fruit salad, small green salad, garden rice, coleslaw, vegetable of the day, or fries.

CLASSIC GRILL BURGER
Our classic burger IS classic! A ¼ pound of ground sirloin lightly seasoned and fire-grilled on our bakery fresh sourdough bun. Add American, Swiss, cheddar, or provolone. 8.50

3 **VEGGIE BURGER**
Our very special veggie burger, made in our own kitchens! Topped with grilled onions, fresh mushrooms, lettuce, tomato, and crunchy sprouts served on a bakery fresh sourdough bun. Baby Swiss cheese is optional. 7.50

MUSHROOM SWISS BURGER
¼ pound ground sirloin lightly seasoned and fire-grilled, topped with Swiss cheese and sautéed mushrooms. 9.50

BBQ BURGER
¼ pound ground sirloin lightly seasoned and fire-grilled, topped with BBQ sauce, bacon, cheddar cheese, and our homemade fried onion strings. 9.50

Sandwiches & Wraps

Our freshly made sandwiches and wraps are served with a choice of fruit salad, small green salad, garden rice, coleslaw, vegetable of the day, or fries.

4

BONNIE'S WILD MUSHROOM SANDWICH
One of Bonnie's absolute faves! Fresh, wild mushrooms sautéed with olive oil and garlic on a crusty baguette with fresh mixed greens, melted baby Swiss, and a light Dijon vinaigrette. You'll love it! 9.00

REUBEN OR RACHEL
Roasted corned beef or turkey, sliced thin, and topped with Thousand Island dressing, sauerkraut, and Swiss cheese. Served on rye, like the original! 9.00

FRESH VEGGIE WRAP
Our veggie wrap is a delightful, refreshing choice! Packed with tahini hummus, crisp fresh lettuce, cool cucumber slices, avocado, tomato, shaved carrots, slivered red peppers, and crunchy sprouts, wrapped in a delicious spinach tortilla. 8.00

SPICY CHICKEN WRAP
Fire-grilled chicken, fresh lettuce, tomatoes, and shredded cheese wrapped in a tasty jalapeño tortilla with a chipotle mayo sauce. 8.00

Pastas

BONNIE'S LEMON GARLIC LINGUINE
A fresh, light entree of lemony linguine combined with chopped garlic, spinach, sun-dried tomatoes, toasted pine nuts, and sprinkled with Parmesan cheese. Crispy prosciutto optional. 14.50 Trim portion 10.50 6

7

SPRING PASTA
Curly cavatelli noodles are delightful in this pasta of the season! Mixed with white beans, peas, and fresh, spring vegetables in a light herbed olive oil sauce. 14.50 Trim portion 10.50

SOBA NOODLES WITH ASPARAGUS AND PEPPERS
Buckwheat Soba noodles and crisp-sautéed vegetables combine with a tasty, sweet-hot sauce to bring together delightful, fresh flavors. Add chopped peanuts for a special treat! 12.50 Trim portion 8.75

CHICKEN PARMESAN PASTA
Fettuccini noodles and lightly breaded chicken breast covered with provolone cheese and zesty marinara sauce. 12.50 Trim portion 8.75

5

Bonnie's Favorites

BONNIE'S SOUTHWEST SALAD
Fresh, bright flavors are primary in our Southwestern lentil and bean salad, made with fresh chopped vegetables and a spicy avocado salsa dressing. Try one of our favorites! 8.50

BONNIE'S WILD MUSHROOM SANDWICH
One of Bonnie's absolute faves! Fresh, wild mushrooms sautéed with olive oil and garlic on a crusty baguette with fresh mixed greens, melted baby Swiss, and a light Dijon vinaigrette. You'll love it! 9.00

SOBA NOODLES WITH ASPARAGUS & PEPPERS
Buckwheat Soba noodles and crisp-sautéed vegetables combine with a tasty, sweet-hot sauce to bring together delightful, fresh flavors. Add chopped peanuts for a special treat! 12.50 Trim portion 8.75

BONNIE'S CAJUN VEGETABLE GUMBO
Try this smoky Cajun gumbo with roasted peppers, tomatoes, parsnips, red beans, black-eyed peas, and okra, with smoked paprika and Cajun spices. Served over brown rice. One of our favorites! 12.50 Trim portion 8.75

Entrees

Our entrees are served with a fresh mixed green salad, garlic toast or dinner roll, and a seasonal vegetable of the day or fresh fruit. (Baked potato, garlic mashed potatoes, or fries may be substituted.)

FRESH FISH TACOS WITH LIME
A refreshing change! Grilled, fresh tilapia with cilantro, cumin, and crunchy cabbage slaw in delicious corn tortillas. Served with a cilantro, lime yogurt sauce. A delightful choice! 12.50 Trim portion 8.75

CHICKEN PICCATA
A delightful chicken dish! Thinly pounded chicken breast, sautéed in white wine, garlic and mushrooms with a lemon-caper sauce. 14.00 Trim portion 9.50

NEW YORK STRIP
licious cut of steak! An 8-ounce cut, lightly seasoned and flame-grilled to ord 8 16.00
Trim portion 11.00

9

4 Descriptive words for healthy items sell 28% more.

5 Section off House Favorites that are healthy. In any section such as this, make sure the healthiest items are listed first.

6 For select items, offer ½ size portions for 50%–70% of the full-portion price. Don't call them half size; use 'trim', 'moderate', 'light', etc.

7 Place high-margin healthy items in bold boxes or colored boxes to "call them out."

8 Offer salads, vegetables, and fruit as the default side dish. French Fries can be substituted.

9 Place healthy items in the four corners of the menu and at the beginning of sections.

References

1. Cardello, H., Wolfson, J., Yufera-Leitch, M., Warren, L., & Spitz, M. (2013). *Better-for-you foods: An opportunity to improve public health and increase food industry profits.* Retrieved from http://www.hudson.org/files/publications/better_for_you_combinedFINAL.pdf.
2. Esterl, M. (2013, January 18). Is this the end of the soft-drink era? *The Wall Street Journal*. Retrieved from http://online.wsj.com/news/articles/SB10001424127887323783704578245973076636056.
3. Wansink, B., Painter J. M., & Van Ittersum, K. (2001). "Descriptive menu labels effect on sales," *Cornell Hotel and Restaurant Administrative Quarterly, 42*(6), 68–72.
4. Van Kleef, E., Mitsuru, S., & Wansink, B. (2013). Just a bite: Considerably smaller snack portions satisfy delayed hunger and craving. *Food Quality and Preference*, 27(1), 96-100.
5. Schwartz, J., Riis, J., Elbel, B., & Ariely, D. (2012). Inviting consumers to downsize fast-food portions significantly reduces calorie consumption. *Food & Health (31)* 2. doi:10.1377/hlthaff.2011.0224
6. Cutrone, C. (2013, October 29). Here's exactly how much Italian restaurants mark up food. *Business Insider*. Retrieved from http://www.businessinsider.com/how-much-restaurants-mark-up-food-2013-10.
7. Racheal Behar and Brian Wansink "Would you Take Leftovers? A Test of the Endowment Effect in Restaurants," Cornell Food and Brand Lab Working Paper Series, 2013, 13-14.
8. Young LR, Nestle M. The Contribution of Expanding Portion Sizes to the US Obesity Epidemic. American Journal of Public Health 2002; 92(2):246-249.
9. Wansink B. Environmental factors that increase the food intake and consumption volume of unknowing consumers. Annu. Rev. Nutr. 2004. 24:455–79.
10. National Center for Health Statistics. Health, United States, 2010: With Special Features on Death and Dying. Hyattsville, MD; U.S. Department of Health and Human Services; 2011.
11. Wootan M, Batada A, Marchlewicz E. Kids' Meals: Obesity on the menu. Center for Science in the Public Interest. August 2008.
12. Hurley J, Liebman B. Extreme Eating 2011: Big Eats…Big Americans. Nutrition Action Healthletter. Center for Science in the Public Interest. July/August 2011.
13. Todd JE, Mancino L, Lin B-H. The impact of food away from home on adult diet quality, ERR-90, U.S. Department of Agriculture, Economic Research Service, February 2010.
14. Bowman SA, Vinyard BT. Fast food consumption of U.S. adults: impact on energy and nutrient intakes and overweight status. J Am Coll Nutr 2004;23:163-168.
15. http://foodpsychology.cornell.edu/pdf/market_fat.pdf
16. Committee on Childhood Obesity Prevention Actions for Local Governments, Food and Nutrition Board, Board on Children, Youth, and Families, Board on Population Health and Public Health Practice, Transportation Research Board, & Institute of Medicine (IOM). (2009). Local Government Actions to Prevent Childhood Obesity. Washington, D.C.: The National Academies Press. http://www.nap.edu/catalog.php?record_id=12674.
17. http://www.ncbi.nlm.nih.gov/pmc/articles/PMC3045642/
18. Center for Science in the Public Interest. Restaurant Children's Meals: The Faults with Defaults. http://cspinet.org/new/pdf/fact_sheet_defaults.pdf
19. Liu S, Stampfer MJ, Hu FB, et al. Whole grain consumption and risk of coronary heart disease: results from the Nurses' Health Study. *American Journal of Clinical Nutrition*. 1999; 70:412-9.
20. Ibid.
21. Centers for Disease Control and Prevention. MMWR Recommendations and Reports. Recommended Community Strategies and Measurements to Prevent Obesity in the United States. By Laura Kettel Kahn, PhD. et. al. N.p., 24 July 2009. Web. July 2013.
22. National Restaurant Association. Chef Survey: What's hot in 2012. http://www.restaurant.org/pressroom/social-media-releases/images/whatshot2012/What%27s_Hot_2012.pdf
23. Lori Hall Steele. "Less is More" QSR magazine. http://www2.qsrmagazine.com/articles/features/114/desserts-1.phtml
24. http://www.rwjf.org/content/dam/farm/reports/issue_briefs/2009/rwjf4263
25. http://www.cdc.gov/salt/food.htm, National Research Council. *Sodium Intake in Populations: Assessment of Evidence*. Washington, DC: The National Academies Press, 2013
26. Scollo M, Lal A, A Hyland, Glantz S. Review of the quality of studies on the economic effects of smoke-free policies on the hospitality industry. Tobacco Control 2003;12:13–20.

27. Meyers DG, Neuberger JS, He J. Cardiovascular Effect of Bans on Smoking in Public Places: A Systematic Review and Meta-Analysis. Journal of the American College of Cardiology 2009; 54 (14): 1249-55.
28. Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion. Sodium Fact Sheet. November 2009. http://www.cdc.gov/salt/pdfs/Sodium_Fact_Sheet.pdf
29. Salt: The Forgotten Killer. Center for Science in the Public Interest. Report. February, 2005.
30. Appel LJ, Frohlich ED, Hall JE, Pearson TA, Sacco RL, Seals DR, Sacks FM, Smith SC Jr, Vafiadis DK, Van Horn LV. The importance of population-wide sodium reduction as a means to prevent cardiovascular disease and stroke: a call to action from the American Heart Association. Circulation. 2011;123:1138–1143.
31. Engell, D., Kramer, M., Malafi, T., Salomon, M., & Lesher, L. (1996). Effects of effort and social modeling on drinking in humans. Appetite, 26, 129–138.
32. Meisel, D. *Bike Corrals: Local Business Impacts, Benefits, and Attitudes.* Portland State University School of Urban Studies and Planning, 2010. www.altaplanning.com/AppContent/files/PDX_Bike_Corral_Study_Meisel.pdf.
33. Wansink B, Painter J, van Ittersum K. How descriptive menu labels influence attitudes and repatronage. Advances in Consumer Research 2002, 2:168-172.
34. Eran Dayan E, Bar-Hillel M. Nudge to obesity II: Menu positions influence food orders. Judgment and Decision Making 2011, 6(4):333-342.
35. http://www.mayoclinic.com/health/healthy-cooking/NU00201; http://www.choosemyplate.gov/healthy-eating-tips/tips-for-eating-out.html
36. Jean-Georges Vongerichten
37. http://www.choosemyplate.gov/food-groups/downloads/TenTips/DGTipsheet26BeChooseyintheDiningHall-BlkAndWht.pdf
38. http://www.fda.gov/Food/ResourcesForYou/Consumers/ucm315393.htm; http://www.choosemyplate.gov/food-groups/downloads/TenTips/DGTipsheet14SaltAndSodium.pdf
39.. http://ndb.nal.usda.gov/ndb/foods/show/3530?fg=&man=&lfacet=&format=&count=&max=25&offset=&sort=&qlookup=k etchup
40. http://www.cdc.gov/features/vitalsigns/sodium/
41. Wansink, B and K van Ittersum. (2003) Bottoms up! Peripheral cues and consumption volume. Journal of Consumer Research, *30*(3), 455-463.
42. Wansink, Brian. From Mindless Eating to Mindlessly Eating Better. Physiology & Behavior, 2010; 100: 454-463; The Perils of Plate Size: Waist, Waste, and Wallet. Brian Wansink and Koert van Ittersum, under review at Journal of Experimental Psychology, 2011.
43. http://www.cdc.gov/features/healthybeverages/
44. Wansink and Lindner, “interactions between forms of fat consumption and restaurant bread consumption,” international journal of obesity 27, no. 7 (2003):866-68
45. http://www.choosemyplate.gov/printpages/MyPlateFoodGroups/Oils/food-groups.oils-count.pdf

BLUE ZONES PROJECT

Copyright © 2023 Blue Zones, LLC. All rights reserved.

STAFF REPORT
12/11/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: Ordinance No. 1220 (First Reading) Zoning Ordinance Amendment No. 24-02 – Streamline Code Amendments - Phase 2 to amend Coachella Municipal Code Title 17 regarding zoning district permitted uses, development standards and development review process in the City. City-Initiated.

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 1220 for first reading, by title only, to adopt Ordinance No. 1213 to amend Coachella Municipal Code (C.M.C.) chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, and 17.77 to modify zoning district permitted uses, development standards and development review process.

BACKGROUND:

On December 14, 2022 Planning Division staff identified to the Coachella City Council a work program to update the Coachella Municipal Code Title 17, Zoning, to streamline the development review process, create more flexibility in development standards, and modify Zoning Ordinance to address new changes required by State Law. Staff has identified Code Amendments as follows:

- Sidewalk Vending: Adopt amendments to address SB 946 allowing cities, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street if requirements are directly related to objective health, safety, or welfare concern.
- Housing Law Updates: Revise residential zoning standards to address new State housing law related to flexibility for construction of accessory dwelling units (ADUs) and SB 9 (Atkins) that requires cities to apply a ministerial review process for eligible development of up to two principal dwelling units on a parcel in a single-family residential zone.
- Residential Front Yard Structures: Revise requirements for residential front yards that would permit certain structures to encroach into the front yard setback such as covered vehicle canopies over residential driveways.
- Parking Standards: Revise commercial parking requirement to be commensurate with parking standards in surrounding Coachella Valley cities and allow for applicant initiated parking studies as a method to identify projected parking demand for proposed uses and reduce parking below minimum parking requirements if warranted. Staff will further

evaluate the merits of eliminating minimum parking requirements.

- Sign Ordinance: Revise sign ordinance to only permit freestanding signs in association with multi-tenant commercial centers. The existing sign ordinance permits a 25-foot high freestanding sign for any business.
- Special Events: Establish a new permitting mechanism for a range of allowable special events in the Zoning Ordinance.
- Residential Block Walls: Revise residential development standards to allow for front yard obscuring block walls in the front yard that would accommodate courtyards and front yard pools subject to aesthetic performance standards.
- Commercial Landscape Maintenance: Revise requirements for commercial landscape maintenance responsibilities to ensure landscape areas subject to approved landscape plans are maintained in a first class condition.
- Architectural Review Permit Findings: Currently no findings are identified in the Zoning Ordinance for the approval of Architectural Review permits.
- Minor Variances: Modify minor variance provisions that allow for administrative variances to allow for more flexibility from a numeric development standard by as much as 20% without strict variance findings.
- ADU Ordinance: Relocate ADU regulations as its own separate chapter in the municipal code and update the ordinance to comply with State ADU requirements. Revise ADU regulations to clarify approval, parking, and architectural requirements.

The proposed amendments would modernize the Coachella Municipal Code, allow greater flexibility in development standards, improve aesthetics of residential neighborhoods and commercial centers, streamline the development review process, and establish performance standards for energy efficiency and heat island reduction.

The Planning Commission at the regular meeting of September 4, 2024 requested the amendments be reviewed at a study session on September 19, 2024 and October 16, 2024. The Planning Commission on November 20, 2024 recommended that the City Council approve the proposed code amendments with modifications that include:

- Reducing the minimum setback of an accessory structure from 10 to 5 feet from the sides or wall planes of any other structure. (Chapter 17.60 Development Standards)
- Allowance of canopies intended to provide cover for Recreational Vehicles within residential side yard setbacks. (Chapter 17.60 Development Standards)
- Establishing an amnesty program for existing unpermitted residential driveway canopies constructed prior to December 2022 and subject to obtaining a building permit and required inspections. (The December 2022 was selected as a threshold due to the availability to check condition of residential front yards on online street view platforms).

DISCUSSION/ANALYSIS:

Planning staff prepared code amendments to the Coachella Municipal Code and proposes several Municipal Code Amendments to Title 17, Zoning to streamline the Zoning Ordinance as follows:

Planned Unit Developments (Chapter 17.38)

- All Zoning Districts. Extends ability for a planned unit development (PUD) application across all zoning districts. The current ordinance limits planned unit developments to residential districts. Staff believes this change would promote flexibility and creativity for new development projects across all zoning districts. The City of Palm Springs allows for a planned unit development across all zoning districts.

- Procedure. The procedures for a planned unit development would be amended by removing the need for a PUD overlay zone and would only require approval of a conditions use permit (CUP). The City of La Quinta currently allows PUDs with approval of a CUP.

- Public Benefit. The new PUD standards would require a public benefit to offset impact of the exception from development standards which may include affordable housing, on-site public amenities, or off-site improvements. The current PUD standards allow for flexibility in development standards without any consideration of a public benefit.

Development Standards (Chapter 17.60)

- Front Yard Wall: This would allow front yard courtyards in single-family zones by allowing a 6-foot-high wall built to front property line subject to findings related to design, materials, and health/safety considerations. The current wall standard requires that wall may not obscure view to the front yard.

  The Planning Commission discussed at the October 16, 2024 study session the following:
  - Consider requiring a landscape maintenance agreement with residents that propose a courtyard.
  - Courtyard door width at a size that does not facilitate passage of vehicles for storage in a courtyard.
  - Use code language of front yard wall heights up to 6 feet.
  - Provide conceptual courtyard styles.
  - Consideration of courtyard allowances extended only for pre-2000 homes. This was not included the final amendments.

- Front Yard Pool and Spa: Allows a front yard pool and spa with construction of a courtyard. The current standards prohibit front yard pools and spas.

- Driveway Trellis: Established development standards for a single-family driveway canopy as follows:

  - Height. Maximum height of 12 feet
  - Coverage: 60% total driveway coverage or 400 square feet in area, whichever is less.
  - Setbacks: 5 feet from side property lines and no encroachment into public right of way.

  Driveway canopies are not permitted in the C.M.C. but have proliferated as unpermitted structures throughout the city.

  The Commission discussed at the October 16, 2024 study session the following, which are

incorporated into the code amendments:

- Offer three different architectural styles for single family residential driveway canopies or conceptual drawings for canopies to ensure they are compatible with the community.
- Consider criteria for neighborhoods where a driveway canopy would be permitted with criteria such as neighborhood age and limitations on homes with garage converted into accessory dwelling units (ADUs). The code amendment revisions would allow a driveway canopy for homes built prior to the year 2000 and would not allow canopies for garages at dwelling that have been converted into an ADU or living space.
- Educate residents on ordinance amendments.
- Pre-fab structures not preferred. Code amendments have been revised to require custom built structures.
- Safety consideration of the structure.
- Consider an amnesty program for existing canopies.

Administration Generally (Chapter 17.70)

- Appeals. Modify requirement of the application decision appeal date from 15 days on which the decision was made, rather than current standards that identifies the appeal date from when the notice of determination was mailed.

- Minor Modification Permit. Allow for minor modifications by 10% of any numerical development standard with approval of a minor modification permit with a limit of 4 modifications per land parcel without the requirement of variance hardship findings. The existing minor modification regulations of Section 17.70.120 is classified as a minor variance requiring variance hardship findings.

  The Commission discussed at the October 16, 2024 study session the following, which are incorporated into the code amendments:

  - Administrative level decisions on minor modifications shall be reported to the Planning Commission to allow the opportunity to call-up the item. This was included in revised code amendments.

  - Not apply to front yard hardscape requirements. This was included in revised code amendments.

- Applicant Requests to Change Approved Applications. Establishes a process for project modifications by an applicant where the Planning Director may approve minor modifications if deemed minor by the Director. Any modification not considered minor shall require approval by the final decision-making authority that considered the project.

Architectural Review (Chapter 17.72)

- Architectural Review Findings. Establishes findings for granting architectural review approval.

Residential Districts (R-R Rural Rancho Chapter 17.11, S-N Suburban Neighborhood Chapter 17.13, G-N General Neighborhood Chapter 17.14, U-N Urban Neighborhood 17.15)

- Agricultural Uses. Add existing commercial agricultural activity as a permitted use.

- Energy Efficient Design and Heat Island Reduction Strategies. Requires energy efficient design and heat island reduction strategies for residential development to implement General Plan Policy 2.2 (Energy efficient building and site design strategies) and Policy 4.5 (Heat island reduction strategies). (S-N and G-N zones only)

- Perimeter Landscape Setback. Established a 10-foot minimum perimeter landscape setback for residential developments and an average 20-foot perimeter landscape setback. This is a common setback for Coachella Valley cities. A shade standard of 30 percent of landscape area is required. (R-R Chapter 17.11, R-E Chapter 17.12, S-N, G-N zones only)

- California Native Species. Requires California native plant and tree species in at least 40 percent of required landscape areas. (S-N and G-N zones only)

- Perimeter Rear-facing Building Variation. Require single-family dwellings greater than 1 story with rear elevations with frontage along perimeter streets to include structural variation. (S-N and G-N zones only)

- Vista Santa Rosa equestrian and agricultural themed improvements. Requires equestrian themed improvements modeled after the Vista Santa Rosa design guidelines at project perimeters along Avenue 50, Avenue 52, Van Buren Street, Avenue 53, Avenue 54 South of Avenue 50 to include equestrian rail fencing, agrarian lighting, signage, 10-foot-wide decomposed grant trail and date palms planted 20 feet on center. (S-N, G-N, and R-C zones only)

- Proactive Circulation Design. Residential projects with new proposed streets shall incorporate circulation design to minimize traffic speeds and reduce the need for speed bumps. (S-N and G-N zones only)

C-N Neighborhood Commercial Zone (Chapter 17.24)

- Remove building size limits. Remove the limit of 10,000 square feet for single commercial building floor area and 35,000 square feet for multi-tenant retail building floor area. The current building limits make many existing commercial buildings nonconforming structures.

- Cesar Chavez Street Sidewalk Improvements. Sidewalks shall be constructed at a minimum nine (9) feet for new development projects.

- New Cesar Chavez Street Development. New development on the Cesar Chavez Street Corridor shall demonstrate compliance with the Improving Neighborhood Connections Along Coachella's Harrison Street Corridor report.

C-N Neighborhood Commercial, C-G General Commercial and R-C Regional Commercial Zones (Chapters 17.24, 17.26, and 17.28)

- Agricultural Uses. Add existing commercial agricultural activity as a permitted use.

- Landscape Maintenance. All landscape areas shall be maintained consistent with approved landscape plans. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion.

- Rooftop Screening. Requires mechanical equipment to be screened.

- Energy Efficient Design and Heat Island Reduction Strategies Require Energy Efficient Design and Heat Island Reduction Strategies for Commercial and Residential Development to implement General Plan Policy 2.2 (Energy efficient building and site design strategies) and Policy 4.5 (Heat island reduction strategies).

The Commission discussed at the October 16, 2024 study session the following:

- Requirement of pressure washing along commercial building frontages, which was added to the code amendments.

M-S Manufacturing Zone (Chapter 17.30)

- Permitted Uses. Adds existing commercial agricultural activity and nurseries as permitted uses.
- Conditional Uses. Adds hotels as a conditional use on building sites along frontage of Major or Primary Arterials.

The proposed amendments would provide much needed updates to the Coachella Municipal Code. Staff requests that the City Council review and consider the alternatives listed below.

ALTERNATIVES:

1) Introduce Ordinance No. 1220 (ZOA No. 24-02), for first reading, by title only, to amend Coachella Municipal Code chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, 17.7 to amend zoning district permitted uses, development standards and development review procedures.
2) Introduce Ordinance No. 1220 (ZOA No. 24-02), for first reading, by title only, to amend Coachella Municipal Code chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, 17.7 to amend zoning district permitted uses, development standards and development review procedures with amendments.
3) Deny the ordinance.
4) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternative #1.

Attachments:

1. Ordinance No. 1220 (ZOA No. 24-02) first reading
   Exhibit A - Redlines of Code chapters 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, 17.77
1. Single Family Home Lot Exhibits

ORDINANCE NO. 1220

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING COACHELLA MUNICIPAL CODE TITLE 17, ZONING, AMENDING CHAPTERS 17.11, 17.13, 17.14, 17.15, 17.16, 17.24, 17.26, 17.28, 17.30, 17.38, 17.60, 17.70, 17.72, 17.76, AND 17.77 TO AMEND ZONING DISTRICT PERMITTED USES, DEVELOPMENT STANDARDS AND DEVELOPMENT REVIEW PROCESS. CITY-INITIATED. (*First Reading*)

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

WHEREAS, the proposed Ordinance would amend Title 17 (Zoning) to streamline the development review process, create more flexibility in development standards, implement the General Plan and modify Zoning Ordinance to address new changes required by State Law; and

WHEREAS, based on that analysis, the City Council finds that the Objective Design Standards are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance; and

WHEREAS, on November 20, 2024 the Planning Commission held a duly noticed public hearing to review the ordinance 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, on December 11, 2024 the City Council held a duly noticed public hearing to review the ordinance at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

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

SECTION 2. Amendment to Municipal Code Title 17, Zoning, is hereby amended as identified in Phase 2 Streamline Code Amendments Exhibit A and:

- Amnesty Program: Establishing an amnesty program for existing unpermitted residential driveway canopies constructed prior to December 2022 and subject to obtaining a building permit and required inspections.

SECTION 3. CEQA Analysis. The Planning Division prepared an environmental assessment for the proposed zoning ordinance amendment and based on that analysis the City Council finds that the Phase 2 Streamline Code Amendments are exempt from further review of the California Environmental Quality Act (CEQA) because it is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment and is not a "project" as defined by section 15378 pursuant to State CEQA Guidelines 15060(c)(2 and 3) and 15061(b)(3). The Ordinance will not result in any increase in the intensity or density of any land use above what is currently allowed in the Coachella General Plan 2035 and the Zoning Ordinance.

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

SECTION 5. Publication and Effective Date. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to published or posted as required by law, which shall take full force and effect thirty (30) days from its adoption.

PASSED, APPROVED, AND ADOPTED this _____ of _____, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steven Hernandez, Mayor
City of Coachella

ATTEST:

_____
Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

_____
Carlos Campos, Best Best & Krieger LLP
City Attorney

Chapter 17.11 R-R (RURAL RANCHO) ZONE

17.11.010 Intent and purpose.

This zone accommodates low intensity residential development within a preserved rural landscape which is intended to serve as a buffer between Agriculture and any of the urban uses or as the edge of the urbanized City. It is intended to provide for the establishment of residential areas which are to be developed at low density and with reasonable and adequate limitations, safeguards, and controls for the keeping and maintenance of horses in those areas of the city where noncommercial equestrian activities may be an integral part of the neighborhood amenities. This zone implements the Rural Rancho land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.11.020 Permitted uses.

The following uses are permitted in the R-R (Rural Rancho) zone subject to all provisions of this chapter:

A. Primary Uses.

1. Dwellings, single-family detached. No more than one such dwelling shall be permitted on one lot regardless of the size of the lot.
2. The growing of field crops, trees, vegetables, fruits, berries, flowers, and nursery stock, including wholesaling of crops produced upon the premises.
3. Animal raising, noncommercial, small animals, such as, poultry, birds, fish, fowl, rabbits, chinchillas, mice, frogs, earthworms, bees, and others of similar nature, form, and size, including hatching and fattening, and involving eggs or similar products derived therefrom.
4. Public and private parks.
5. Public Utility Facilities (City-initiated).

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use:

1. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).
2. Accessory structures, non-habitable, including private garages or carports, garden greenhouses, recreation rooms, pool bathhouses, or private stables and swimming pools.
3. Storage of tools, supplies, equipment, and petroleum products intended for use on the premises, but not for resale.
4. Housing and storage (including corrals, coops, pens, etc.) for animals and for crop products produced on the premises.
5. Keeping of horses with the following specifications:
   a. Minimum Lot Area. Twenty thousand (20,000) square feet.
   b. Minimum Lot Area Per Horse. Five thousand (5,000) square feet.

c. No stable, shelter or corral shall be located within thirty-five (35) feet of any dwelling or other building used for human habitation.

d. Horses are kept or maintained for the private use of the family residing on the premises, except that a maximum of two horses owned by residents in the neighborhood may be boarded.

6. Pens and other shelter for domestic, noncommercial animals and pets. Such shelter shall not be nearer than thirty-five (35) feet from any building used for human habitation.

7. Parking facilities, including cars, trucks, and vehicles owned by persons residing on the premises.

8. Permitted Signs. Only the following signs shall be permitted:

a. One unlighted identification sign not to exceed twelve (12) square feet in area.

b. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed twelve (12) square feet in area. Such signs shall be located at least ten (10) feet from any property line.

9. Home occupations, subject to the provisions of Section 17.58.010.

10. Public Utility Facilities (City-Initiated)

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

1. Animal Raising, Commercial. Small animals, such as, poultry, birds, fish, fowl, rabbits, chinchilla, mice, frogs, earthworms, bees, and others of similar nature, form, and size, including hatching and fattening, and involving eggs or similar products derived therefrom.

2. Borrow pits, gravel pits, and other recovery of natural mineral resources.

3. Campgrounds, private, containing picnic areas, overnight camping facilities and temporary parking for travel trailers and camper trucks.

4. Cemeteries, crematories, columbariums, and mausoleums.

5. Clubs and lodges, private, nonprofit when site fronting on an arterial street.

6. Dairy farms.

7. Equestrian establishments, provided that in no case shall permanent maintenance or stabling of horses, storage of feed, riding arenas, or storage or maintenance of equipment be permitted within three hundred (300) feet of the boundary of any residential zone except for A-R (Agricultural Reserve) zone.

8. Farms or establishments for the selective or experimental breeding of cattle or horses, or the raising and training of horses or show cattle.

9. Farm labor camps.

10. Fruit and vegetable packing houses.

11. Golf courses (public and private).

12. Interim outdoor commercial cannabis cultivation, pursuant to Chapter 17.85.

13. Kennels.

14. Mobilehomes.

15. One temporary stand of temporary construction, for the display and sale of agricultural products produced on the premises, and placed not less than twenty-five (25) feet from any street or highway upon which such property fronts. When granting approval for such a temporary stand, the Planning Commission shall set a maximum time limit not to exceed one year on each such stand. Said time limit may be renewed at the option of the Planning Commission.

16. Swimming, polo, and country clubs.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.11.030 Property development standards.

The following standards of development shall apply in the R-R (Rural Rancho) Zone:

A. Residential Density.

1. Minimum Density. 0.4 dwelling units/acre.

2. Maximum Density. One dwelling unit/acre.

B. Lot Requirements.

1. Minimum Lot Size. One acre.

2. Minimum Lot Width. One hundred twenty (120) feet.

3. Minimum Lot Depth. One hundred twenty (120) feet.

C. Yard Requirements.

1. Building Setback. A building setback of not less than sixty (60) feet from the center line of any street, public or private, or not less than twenty (20) feet from the established street line of any street shall be maintained.

2. Side Yard. Each lot shall have side yards of at least twenty (20) feet in width.

3. Rear Yard. Each lot shall have a rear yard of at least twenty-five (25) feet.

4. Animals. Housing for animals (including corrals, coops, pens, stables, etc.) as permitted in this zone shall not be located within thirty-five (35) feet of any building or structure which is used for human habitation or assembly of persons.

5. Feed and Crop Storage. Feed and crop products shall not be stored within:

a. Fifty (50) feet of any front lot line.

b. Twenty (20) feet of any residential lot line.

D. Height Limits.

1. The maximum height of the primary structure shall be two-and-one-half stories or thirty-five (35) feet, whichever is less.

2. The maximum height of accessory buildings or structures shall be seventeen (17) feet except that the maximum height of accessory buildings or structures incidental to agricultural pursuits as permitted in Section 17.10.020 shall be equal to one-half the distance of such building or structure from any property line.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).

E. Off-Street Parking. Off-street parking shall be provided for, subject to the requirements of Section 17.54.010 of this chapter.

F. The minimum perimeter landscape setback shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage.

G~~F~~. Architectural Review. All development in the R-R, (Rural Rancho) Zone, is subject to architectural review as set forth in Section 17.72.010 of this title.

1. Single-family dwellings (one only per parcel) in the R-R (Rural Rancho) zone are subject to the architectural review process as set forth in Section 17.72.010 of this chapter. Approval of such applications shall be made only after review by the planning division and concurrence by the director therefor.

2. All mobilehomes subject to this review process shall be certified under the National Mobilehome Construction and Safety Act of 1974; and permanent foundations shall be approved by the Building Official; and roof material, roof overhang and exterior finish materials shall be the same as typically used on conventional single-family structures.

3. All mobilehomes shall be compatible with surrounding development.

4. All mobilehomes subject to the same development standards that apply to a conventional single-family dwelling.

5. All mobilehomes shall be allowed to be placed upon any lot of record.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.13 S-N SUBURBAN NEIGHBORHOOD ZONE

17.13.010 Intent and purpose.

This zone is intended to provide areas within the city where development is limited to low-density concentrations of single-family dwellings, and to stabilize and protect the residential character of such areas. It has the further purpose of the provision of community facilities needed to complement urban residential areas and for institutions which require a residential environment and to minimize traffic congestion and to avoid an overload of utilities designed to service only low-density residential uses. The provisions of this zone are intended to encourage a suitable environment for family life through the regulation of densities of development, yards, fencing, heights, and similar aspects of development. This zone implements the Suburban Neighborhood land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.13.020 Permitted uses.

The following uses are permitted in the S-N (Suburban Neighborhood) zone subject to all provisions of this chapter:

A. Primary Uses.

1. Single-family detached dwelling. No more than one principal dwelling unit shall be located on each lot.
2. Family daycare homes.
3. Public parks and playgrounds.
4. Temporary subdivision sales offices.
5. The keeping of household pets so long as the number thereof does not exceed four dogs or cats, or a combination thereof, over four months of age, and other household pets that shall not be a public nuisance due to odors, noise, or public health considerations.
7. Such other similar uses as are approved by the Planning Commission.
8. Public Utility Facilities (City-initiated).
9. Community gardens (subject to site plan review).
10. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

B. Accessory Uses. The uses listed below are allowed as incidental uses to an existing permitted or conditional use on the site.

1. Utility and recreational uses including garages, carports, pool cabana, storage shed, laundry room, electrical equipment room, shade structure, and similar uses subject to the provisions of Chapter 17.60.
2. Swimming pools and related equipment, outdoor kitchen countertops and gas-fired pits/barbeque grills, subject to the provisions of Chapter 17.60.
3. Court games and outdoor play courts with lighting up to ten (10) feet in height.

4. Greenhouses, date orchards, and other fruit and vegetable gardens for private use.
5. Home occupations, and cottage food operations, subject to the provisions of Section 17.58.010.
6. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).

C. Conditional Uses. The following uses are permitted in the S-N (Suburban Neighborhood) zone subject to the acquisition of a conditional use permit in accordance with the provisions of Section 17.74.010:

1. Apiaries (bee farming).
2. Commercial radio and television towers.
3. Fire stations, police stations.
4. Libraries, museums.
5. Community centers.
6. Parking lots.
7. Private lighted or unlighted tennis courts and other similar uses, except for not to include swimming pools and spas.
8. Public and quasi-public uses of an educational or religious type, including public and parochial elementary schools, junior high schools, high schools and colleges, commercial child daycare and pre-school facilities, churches, parsonages, and other religious institutions.
9. Public and private golf courses.
10. Public utility distribution substations and public service facilities.
11. Single-family detached residential subdivisions using flexible standards of the planned development overlay zone in Chapter 17.38.
12. Special Event Establishments on a parcel two acres or greater.

D. Prohibited Uses. The following uses are expressly prohibited in the S-N (Suburban Neighborhood) district:

1. Outdoor advertising displays and billboards.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.13.030 Property development standards.

The following standards of development shall apply in the S-N (Suburban Neighborhood) zone:

A. Residential Density.

1. Minimum Density. Two dwelling units/acre.
2. Maximum Density. Eight dwelling units/acre.

B. Lot Area Requirements. The minimum lot area for any new lot created in the S-N (Suburban Neighborhood) zone shall be as follows:

1. Interior Lots. Five thousand four hundred (5,400) square feet; however, the average lot size for any subdivision shall be a minimum of five thousand (5,000) square feet.
2. Corner Lots. Six thousand (6,000) square feet.

3. Minimum lot width shall be fifty (50) feet; corner lots shall be sixty (60) feet minimum. Knuckle or cul-de-sac lots shall be forty (40) feet, provided the average width is fifty (50) feet.

4. Minimum lot depth shall be eighty (80) feet.

C. Yard Requirements.

1. Minimum side yards shall be five feet and maintained free and clear of obstructions from ground or wall-mounted equipment.

2. Minimum street side yard shall be ten (10) feet.

3. Minimum front yard shall be fifteen (15) feet for the habitable portion of the residence, and twenty (20) feet for front-loading garages. Side-loaded garages shall be a minimum of twelve (12) feet from the front property line. The percentage of side-loaded garages shall not exceed fifty (50) percent within any block face.

4. Minimum rear yard shall be twenty (20) feet for the main residence. Accessory structures shall comply with the rear yard regulations of Section 17.60.010(F).

5. Front yard setbacks in subdivision developments may be reduced by twenty-five (25) percent provided the average of all such setbacks is not less than the minimum for the district.

D. Maximum Lot Coverage.

1. The maximum lot coverage by all buildings, main and accessory structures, shall be fifty (50) percent, except as allowed per Section 17.60.010.H. (Accessory Dwelling Units).

E. Height Limits.

1. Building height for the primary structure shall not exceed thirty-five (35) feet; not to exceed three stories.

2. Building height for accessory structures shall not exceed seventeen (17) feet; not to exceed one story.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).

F. Off-Street Parking.

1. Off-street parking spaces shall be provided and continuously maintained (free of storage or other obstructions) in accordance with the requirements set forth in Section 17.56.010.

2. All new single-family homes shall provide a two-car garage with a minimum clear dimension of twenty (20) feet by twenty (20) feet. An approved two-car carport in the rear yard may satisfy the minimum parking requirements for an existing single-family dwelling and would qualify the home for a garage conversion into habitable space, provided the driveway and drive approach serving the garage are completely removed and replaced with front yard landscaping.

G. Additional Regulations and Standards.

1. Architectural review by the Planning Commission is required for development projects involving the construction of more than three dwelling units. The Planning Commission shall make a decision pursuant to Chapter 17.72 after conducting a public hearing. An administrative architectural review is required by the planning director for up to ~~two~~ three units concurrent with building plan check.

2. Covered Parking. All new single-family homes shall provide a two-car garage with a minimum clear dimension of twenty (20) feet by twenty (20) feet. An approved two-car carport in the rear

yard may satisfy the minimum parking requirements for an existing single-family dwelling and would qualify the home for a garage conversion into habitable space, provided the driveway and drive approach serving the garage are completely removed and replaced with front yard landscaping.

3. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading.

4. Perimeter Landscape setback. The minimum perimeter landscape setback for residential projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 feet for the entire frontage. Shade tree plantings shall be installed to provide shade of 30 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings. California native species shall be incorporated in at least 40 percent of required landscape areas.

5. Perimeter Rear-facing Building Variation. Residential dwellings with rear elevations facing perimeter streets exceeding 1 story, shall include two of the four options for building variation: vertical modulation demonstrated by two façade heights varying by 5 feet (minimum), built-in patio or balcony, chimney structure, or building horizontal modulation with a minimum 15 percent façade recess or projection by a minimum of 4 feet.

6. Equestrian and Agricultural themed improvements including equestrian rail fencing, agrarian lighting, agrarian signage, 10 foot wide decomposed granite multi-purpose trail and date palms planted 20 feet on center shall be installed along Avenue 50, Avenue 52, Van Buren Street, Avenue 53, and Avenue 54 South of Avenue 50.

7. Circulation. Residential projects with new proposed streets shall incorporate a circulation design to minimize traffic speed and reduce the need for speed bumps.

8~~3~~. Landscaping in the front yard and within the public right-of-way abutting a site shall include the following.

a. A minimum of one twenty-four-inch box shade tree and one fifteen-gallon shade tree.

b. A minimum of twenty (20) shrubs, espaliers, and succulent plants. Landscaping shall include vertical shrubs to adequately screen the sides of utility boxes or cables boxes without obstructing access to the utility boxes.

c. Ground cover in the form of decomposed granite for yard or planter areas less than ten (10) feet in width, and three-fourths-inch pea gravel or larger gravel for planter or yard areas larger than ten (10) feet in width.

d. The use of sod shall be limited to no more than twenty (20) percent of the total front yard area. The remainder of the yard shall be landscaped utilizing a variety of drought tolerant plant materials including shrubs, espaliers, and succulents.

e. The front yard area between the front building line of the home and the street line shall not be paved more than sixty (60) percent of the total front yard area. Those areas that are not paved shall be landscaped in accordance with this section.

f. A minimum thirty-inch landscaped planter is required along the interior property line abutting a residential driveway serving an attached garage, unless the side yard serves as an approved driveway, pursuant to Section 17.54.010(H).

g. A permanent underground irrigation system shall be installed for the front yard and public right-of-way areas of the site.

h. All trees, plants and groundcovers located in the front yard and in the adjacent public right-of-way shall be maintained by the land owner/occupier as needed to avoid overgrowth and shall be adequately irrigated to avoid loss of plants. Dead plants shall be re-planted as needed with new plantings to provide a well-maintained front yard appearance.

94. Refer to Section 16.32.170 of the Coachella Municipal Code for proposed changes in product sizes within single-family residential tracts in which a previously approved product was constructed.

H. Fencing. All developments in the S-N (Suburban Neighborhood) zone shall have fencing as follows:

1. A six-foot high fence on all rear property lines and interior side lot lines. Fences shall be solid and substantially built. Openings in such fences shall be protected by doors which are normally kept closed.

a. All wood fences shall be provided with a two-inch by four-inch plate, top and bottom, and shall be well braced.

b. The fence material shall be a minimum of three-fourths inch boards and shall be vertical in alignment and without interruption.

2. In subdivisions of five or more units, fencing on all rear property lines and those side yard lot lines of those units denoting the boundaries of the subdivisions shall be of solid masonry construction. Such walls shall be finished with caps of appropriate size. Opening for pedestrian and bicycle connections shall be provided at no less than 250-foot intervals to improve connectivity with the surrounding neighborhood.

3. Front and street side yard fencing shall conform to Section 17.60.010(D)(3) of this code.

4. If a fence exists at the required location, the requirement may be waived. Waiver may be granted if the chief building official, with the concurrence of the director of community development, finds that the existing fence is of sound construction with an expected life of at least ten (10) years.

I. All new single-family residential development shall be designed pursuant to the design standards included in Chapter 17.19 (Supplemental Standards for Single-family Residential).

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.14 G-N GENERAL NEIGHBORHOOD ZONE

17.14.010 Intent and purpose.

This zone is intended to provide for the establishment and expansion of detached and attached single-family and multiple-family residential development areas at various medium and high population densities and related open space and community services, all located in conformance with the general plan. This zone implements the General Neighborhood land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.14.020 Permitted uses.

The following uses are permitted in the G-N (General Neighborhood) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Single-family and duplex dwellings:

a. Detached single-family dwellings shall conform to the standards as set forth in the S-N (Suburban Neighborhood) zone (Chapter 17.16) and Chapter 17.19 (Supplemental Standards for Single-Family Residential).

b. Duplex dwellings, attached or detached.

c. Attached single-family such as rowhouses.

d. Small lot single-family subdivisions.

2. Triplex or Fourplex.

3. Multi-family dwellings (five plus units).

4. Existing single-family residential uses built before the date of this adoption.

5. Public Utility Facilities (City-initiated).

6. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use.

1. Accessory structures, non-habitable, including private garages, carports, garden greenhouses, recreation rooms or pool bathhouses and swimming pools.

2. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).

3. Permitted Signs. Only the following signs shall be permitted:

a. One unlighted identification sign of a maximum of twenty (20) square feet in area, placed on the wall of the building, containing only the name and address of the building.

b. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed ten (10) square feet in area.

C. Conditional Uses. The following uses are permitted in the G-N (General Neighborhood) zone subject to obtaining a conditional use permit in accordance with the provisions of Section 17.74.010:

1. All conditional uses listed in Section 17.16.020(C) of the S-N (Suburban Neighborhood) zone.
2. Boarding and lodging houses.
3. Child nurseries, day care centers.
4. Hospitals, convalescent homes, rest homes, and sanitaria, excepting animal hospitals; subject to the following:
   a. Minimum lot size shall be five acres.
   b. All buildings shall be at least fifty (50) feet removed from any lot lines.
5. Professional offices and uses accessory thereto, including medical and dental laboratories; subject to the following:
   a. Minimum lot size shall be twenty thousand (20,000) square feet.
   b. Access on arterial or collector.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.14.030 Property development standards.

The following standards of development shall apply in the G-N (General Neighborhood) zone:

A. Residential Density.

1. Minimum Density. Seven dwelling units/acre.
2. Maximum Density. 25 dwelling units/acre.

B. Lot Area Requirements.

1. Single-family detached residential subdivisions shall have a minimum lot size of four thousand (4,000) square feet. The minimum lot width and depth for an interior lot shall be forty (40) feet and seventy-five (75) feet respectively. The minimum lot width for a corner lot shall be forty-five (45) feet.
2. Single-family attached residential subdivisions shall have a minimum lot size of two thousand five hundred (2,500) square feet. The minimum lot width and depth for an interior lot shall be thirty (30) feet and fifty (50) feet respectively. The minimum lot width for a corner lot shall be thirty-five (35) feet.
3. Multiple-family residential developments of five or more dwelling units shall have a minimum site area of ten thousand (10,000) square feet. The minimum lot width and depth for an interior lot shall be sixty (60) feet and one hundred (100) feet respectively. The minimum lot width for a corner lot shall be seventy (70) feet.

C. Yard Requirements.

1. Front Yard. Each lot or building site shall have a front yard of at least fifteen (15) feet in depth for single-family residential development and ten (10) feet for multifamily housing types.

2. Side Yard. Each lot or building site shall have a minimum side yard as follows:

   a. Interior and Corner Lots. Ten (10) percent of the lot width, but not less than five feet, and need not be greater than ten (10) feet, except as specified below.

   b. Street Side of Corner Lots. Ten (10) feet.

3. Rear Yard. Each lot or building site shall have a minimum rear yard of twenty (20) feet.

D. Height Limits.

1. The maximum height of all buildings shall be three stories, or forty-five (45) feet, whichever is less.

2. The maximum height of all accessory structures shall be one story, or fifteen (15) feet, whichever is less.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).

E. Usable Open Space.

1. Single-family detached and attached residential subdivisions shall provide a minimum of two hundred fifty (250) square feet per unit.

2. Multifamily developments shall provide a minimum of two hundred fifty (250) square feet total per unit, minimum one hundred fifty (150) square feet of private open space required for ground-level units and eighty (80) square feet of private open space for upper-level units. The remaining area shall be provided as common open space. Portions of spaces required under the yard and distance between buildings provisions of this section may be included in the calculation of usable open space, provided they are integrated with and clearly usable as part of a larger area per Section E.3 below.

3. Usable Open Space Standards:

   a. Usable open space may be provided as private outdoor living areas, balconies, decks, or as common recreational-leisure areas. Except in the case of balconies, such areas shall be landscaped.

   b. Usable open space, when provided as common recreational leisure area, may extend into the required front yard to within five feet of the front lot line, subject to the following provisions:

      i. No more than forty (40) percent of the required front yard may be so used.

      ii. No permanent structures, except swimming pools and those structures required by law, shall be permitted in the required front yard.

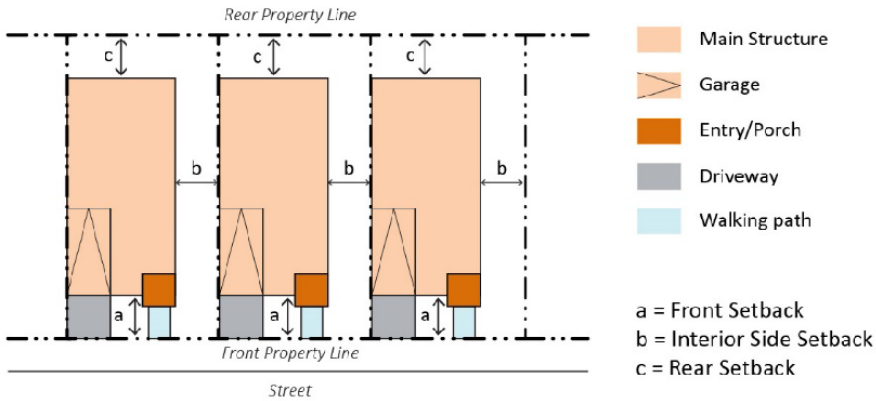
      iii. Such areas shall be screened from the street and adjacent properties by landscaping and/or decorative fencing of a maximum height of forty-two (42) inches, except where a greater height is required by law.

      iv. The remaining portion of the required front yard, except for access drives and walks, shall be landscaped and maintained.

F. Off-Street Parking. Off-street parking shall be provided for each dwelling unit subject to the requirements of Section 17.54.010 of this title.

G. Zero Lot Line Option. If new zero lot line single-family residential developments are proposed, these standards shall apply:

1. The total setback may be aggregated on one side of the dwelling unit, with no setback required on the opposite side. The minimum setback on one side of the dwelling shall be ten (10) feet. See diagram below:



2. All or part of the setback requirements of interior yards along property lines adjoining other private lots may be waived with the written approval of the City and the property owner of the lot adjoining the yard which is being encroached upon. This written agreement shall take the form of a zero-lot line agreement which shall be recorded on the chain of title of both properties involved. The zero-lot line agreement shall describe in detail the extent of said waiver. Zero lot line agreements shall be executed between private property owners only. Swimming pools are not eligible for zero lot line agreements.

3. Approval of a zero-lot line agreement shall be subject to the following requirements:

   a. All building and fire code requirements related to construction shall be met.

   b. Approval regarding the provision of adequate access shall be obtained by the Fire Department.

   c. Where the setback is reduced to less than three feet, a maintenance access easement of five feet in width shall be provided on the adjoining property.

H. All new single-family residential development shall be designed pursuant to the design standards included in Chapter 17.19 (Supplemental Standards for Single-family Residential).

I. All new multi-family residential development shall be designed pursuant to the City of Coachella Multi-Family Objective Design Standards.

J. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading.

K. Perimeter Landscape setback. The minimum perimeter landscape setback for residential projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 feet for the entire frontage. Shade tree plantings shall be installed to provide shade of 30 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings. California native species shall be incorporated in at least 40 percent of required landscape areas.

L. Perimeter Rear-facing Building Variation (Single-family dwellings). Residential dwellings with rear elevations facing perimeter streets exceeding 1 story, shall include two of the four options for building variation: vertical modulation demonstrated by two façade heights varying by 5 feet (minimum), built-in patio or balcony, chimney structure, or building horizontal modulation with a minimum 15 percent façade recess or projection by a minimum of 4 feet.

L. Equestrian and Agricultural themed improvements including equestrian rail fencing, agrarian lighting, agrarian signage, 10 foot wide decomposed granite multi-purpose trail and date palms planted 20 feet on center shall be incorporated with new development along Avenue 50, Avenue 52, Van Buren Street and Calhoun Street South of Avenue 50.

G. Distance Between Buildings. No requirements

L. Circulation. Residential projects with new proposed streets shall incorporate a circulation design to minimize traffic speed and reduce the need for speed bumps.

L~~J~~. Architectural Review. All development in the G-N (General Neighborhood) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.15 U-N URBAN NEIGHBORHOOD ZONE

17.15.010 Intent and purpose.

This zone is intended to provide for the establishment of high-intensity, walkable, transit-ready neighborhoods with a variety of types of housing—predominantly multi-family of various types. These compact neighborhoods are located within easy walking distance of parks, schools, shops, transit, and employment. This zone implements the Urban Neighborhood land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.15.020 Permitted uses.

The following uses are permitted in the U-N (Urban Neighborhood) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Multi-family dwellings (five plus units).
2. Attached single-family dwellings such as rowhouses.
3. Small lot single-family subdivisions.
4. Duplex, Triplex or Fourplex.
5. Neighborhood retail uses under ten thousand (10,000) square feet, along Major Arterials, Major Arterials with Enhanced Bicycle Facilities, Primary Arterials, and Primary Arterials with Enhanced Bicycle Facilities, per Chapter 17.24 (C-N Neighborhood Commercial Zone).
6. Restaurants along Major Arterials, Major Arterials with Enhanced Bicycle Facilities, Primary Arterials, and Primary Arterials with Enhanced Bicycle Facilities, per Chapter 17.24 (C-N Neighborhood Commercial Zone).
7. Child nurseries, day care centers.
8. Public Utility Facilities (City-initiated).
9. Existing single-family residential uses built before the date of this adoption.
10. Existing commercial agricultural activity consistent with California Civil Code "Right to Farm Act."

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use.

1. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units).
2. Accessory structures, non-habitable, including private garages, carports, garden greenhouses, recreation rooms or pool bathhouses and swimming pools.
3. Permitted Signs. Only the following signs shall be permitted:
   a. One unlighted identification sign of a maximum of twenty (20) square feet in area, placed on the wall of the building, containing only the name and address of the building.

b. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed ten (10) square feet in area.

C. Conditional Uses. The following uses are permitted in the U-N (Urban Neighborhood) zone subject to obtaining a conditional use permit in accordance with the provisions of Section 17.74.010:

1. All conditional uses listed in Section 17.13.020(C) of the S-N (Suburban Neighborhood) zone.
2. Boarding and lodging houses.
3. Child nurseries, day care centers.
4. Hotels.
5. Medical Offices.

D. Prohibited Uses. The following uses are prohibited in the U-N (Urban Neighborhood) zone:

1. Mobilehomes.
2. Motels.
3. Outdoor advertising and billboards.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.15.030 Property development standards.

The following standards of development shall apply in the U-N (Urban Neighborhood) zone:

A. Residential Density and Non-Residential Intensity.

1. Minimum Density. Twenty (20) dwelling units/acre.
2. Maximum Density. Thirty-eight (38) dwelling units/acre.
3. Maximum non-residential FAR. 0.5, where allowed.

B. Lot Area Requirements.

1. Single-family attached residential subdivisions shall have a minimum lot size of one thousand eight hundred (1,800) square feet. The minimum lot width and depth for an interior lot shall be twenty-five (25) feet and forty-five (45) feet respectively. The minimum lot width for a corner lot shall be thirty (30) feet.
2. Multiple-family residential developments of five or more dwelling units shall have a minimum site area of ten thousand (10,000) square feet.
3. Developments with stand-alone commercial uses or mixed uses shall have a minimum site area of twenty thousand (20,000) square feet.

C. Yard Requirements.

1. Front Yard. Each lot or building site shall have a front yard of at least ten (10) feet in depth.
2. Side Yard. Each lot or building site shall have a minimum side yard as follows:
   a. Interior and Corner Lots. Ten (10) percent of the lot width, but not less than five feet, and need not be greater than ten (10) feet, except as specified below.
   b. Street Side of Corner Lots. Ten (10) feet.
3. Rear Yard. Each lot or building site shall have a minimum rear yard of fifteen (15) feet.

D. Height Limits.

1. The maximum height of all buildings shall be four stories, fifty (50) feet, whichever is less.

2. The maximum height of all accessory structures shall be one story, or fifteen (15) feet, whichever is less.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units).

E. Usable Open Space.

1. Single-family detached and attached residential subdivisions shall provide a minimum of two hundred (200) square feet per unit.

2. Multifamily developments shall provide a minimum of two hundred (200) square feet total per unit, minimum one hundred twenty (120) square feet of private open space required for ground-level units and sixty (60) square feet of private open space for upper-level units. The remaining area shall be provided as common open space. Portions of spaces required under the yard and distance between buildings provisions of this section may be included in the calculation of usable open space, provided they are integrated with and clearly usable as part of a larger area.

3. Usable Open Space Standards:

a. Usable open space may be provided as private outdoor living areas, balconies, decks, or as common recreational-leisure areas. Except in the case of balconies, such areas shall be landscaped.

b. Usable open space, when provided as common recreational leisure area, may extend into the required front yard to within five feet of the front lot line, subject to the following provisions:

i. No more than forty (40) percent of the required front yard may be so used.

ii. No permanent structures, except swimming pools and those structures required by law, shall be permitted in the required front yard.

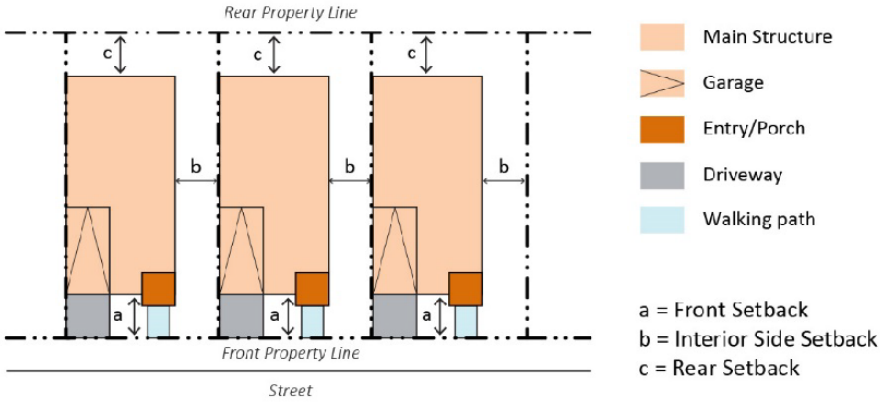
iii. Such areas shall be screened from the street and adjacent properties by landscaping and/or decorative fencing of a maximum height of forty-two (42) inches, except where a greater height is required by law.

iv. The remaining portion of the required front yard, except for access drives and walks, shall be landscaped and maintained.

F. Off-Street Parking. Off-street parking shall be provided for each dwelling unit or commercial use subject to the requirements of Section 17.54.010 of this title.

G. Zero Lot Line Option. If new zero lot line single-family residential developments are proposed, these standards shall apply:

1. The total setback may be aggregated on one side of the dwelling unit, with no setback required on the opposite side. The minimum setback on one side of the dwelling shall be ten (10) feet. See diagram below:



2. All or part of the setback requirements of interior yards along property lines adjoining other private lots may be waived with the written approval of the City and the property owner of the lot adjoining the yard which is being encroached upon. This written agreement shall take the form of a zero-lot line agreement which shall be recorded on the chain of title of both properties involved. The zero-lot line agreement shall describe in detail the extent of said waiver. Zero lot line agreements shall be executed between private property owners only. Swimming pools are not eligible for zero lot line agreements.

3. Approval of a zero-lot line agreement shall be subject to the following requirements:

   a. All building and fire code requirements related to construction shall be met;

   b. Approval regarding the provision of adequate access shall be obtained by the Fire Department; and,

   c. Where the setback is reduced to less than three feet, a maintenance access easement of five feet in width shall be provided on the adjoining property.

H. All new single-family residential developments shall be designed pursuant to the design standards included in Chapter 17.19 (Supplemental Standards for Single-family Residential).

I. All new multi-family residential developments shall be designed pursuant to the City of Coachella Multi-Family Objective Design Standards.

J. Architectural Review. All development in the U-N (Urban Neighborhood) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.16 U-E URBAN EMPLOYMENT ZONE[1]

[1]Editor's note(s)—Ord. No. 1204, § 3(Exh. A.1), adopted July 26, 2023, repealed the former Ch. 17.16, §§ 17.16.010—17.16.030, and enacted a new Ch. 17.16 as set out herein. The former Ch. 17.16 pertained to R-S Residential Single-Family Zone and derived from Prior code §§ 030.01—030.03; Ord. 909, adopted 2004; Ord. No. 1021, § 2, adopted July 28, 2010; Ord. No. 1026, § 6, adopted Jan. 12, 2011; Ord. No. 1075, §§ 3, 4, adopted June 10, 2015.

17.16.010 Intent and purpose.

This zone is intended to provide for the establishment of a range of employment uses such as office and research and development in a mixed, campus setting. The employment uses are 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 an urban setting. This zone implements the Urban Employment Center land use designation in the General Plan.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.16.020 Permitted uses.

The following uses are permitted in the U-E (Urban Employment) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Office uses of all types, including, but not limited to the following:

   a. Medical and dental offices.

   b. Administrative, business, executive and editorial.

   c. Professional offices.

   d. Financial, insurance, real estate offices, including banks and related institutions.

   e. General offices.

2. Research and Development.

3. Neighborhood retail uses per Chapter 17.24 (C-N Neighborhood Commercial Zone).

4. Restaurants per Chapter 17.24 (C-N Neighborhood Commercial Zone).

5. Artisan manufacturing/flex space.

6. Multi-family dwellings (five plus units), except that no new residential uses are permitted in the area bounded by Avenue 53, Tyler Street, Avenue 54, and Shady Lane.

7. Public Utility Facilities (city-initiated).

8. Child nurseries, day care centers.

9. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use.

1. Accessory structures, non-habitable, including arcades (shade structures), parking garages, garden greenhouses, community gardens, recreation rooms or pool bathhouses and swimming pools.

2. Accessory dwelling units and Junior accessory dwelling units, per Section 17.60.010.H. (Accessory Dwelling Units), except that no new residential uses are permitted in the area bounded by Avenue 53, Tyler Street, Avenue 54, and Shady Lane.

3. Permitted Signs. Per Chapter 17.56 (Signs).

C. Conditional Uses. The following uses are permitted in the U-E (Urban Employment) zone subject to obtaining a conditional use permit in accordance with the provisions of Section 17.74.010:

1. Bars and Cocktail lounges
2. College/University.
3. Community Gardens
4. Hotels/Motels.
5. Light Industrial uses as permitted in the M-S (Manufacturing Service) Zone, and as stand-alone uses operating indoors. Such uses in existence and permitted at the time of adoption of this code amendment shall be allowed to continue as a permitted use without obtaining a conditional use permit.
6. Microbrewery and taprooms.
7. Towing and impound uses. Such uses as standalone uses shall not exceed one percent of the U-E Zone.

D. Consistency with the Jacqueline Cochran Regional Airport Land Use Compatibility Plan.

1. If a project is located in the Jacqueline Cochran Airport Compatibility zones, densities, intensities, and prohibited uses shall be consistent with criteria in the airport land use compatibility plan for the Jacqueline Cochran Regional Airport, including applicable Countywide criteria as may exist at the time of project review.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.16.030 Property development standards.

The following standards of development shall apply in the U-E (Urban Employment) zone:

A. Residential Density and Non-Residential Intensity.

1. Minimum Density. Thirty (30) dwelling units/acre.
2. Maximum Density. Sixty-five (65) dwelling units/acre.
3. Maximum non-residential FAR. 2.0.

B. Lot Area Requirements.

1. Developments with stand-alone commercial or light industrial uses or mixed uses shall have a minimum site area of twenty thousand (20,000) square feet.
2. Stand-alone multiple-family residential developments shall have a minimum site area of ten thousand (10,000) square feet.

C. Yard Requirements.

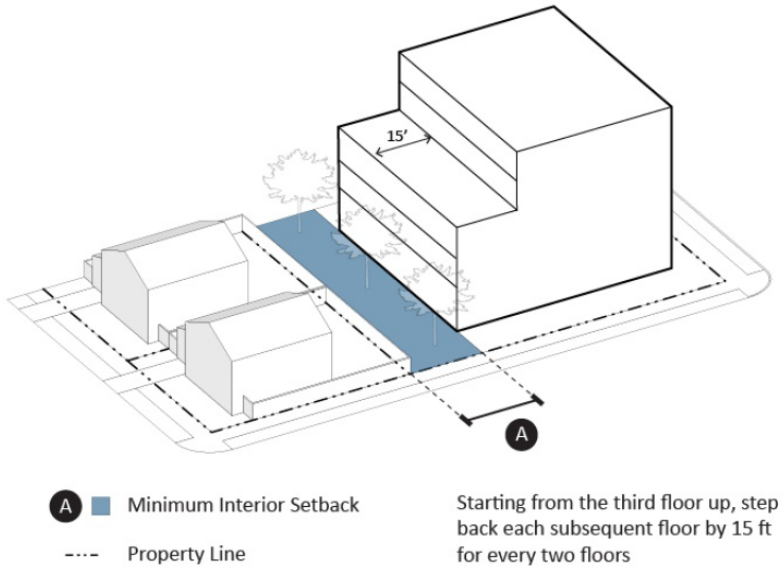
1. Front Yard. Where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required front yards of the adjoining zones.
2. Side Yard. Where a parcel in the U-E (Urban Employment) zone adjoins a street or residential zone, there shall be a side yard of not less than ten (10) feet on the side or sides adjoining said street or residential zone. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.

3. Rear Yard. Where a parcel in the U-E (Urban Employment) zone adjoins a residential zone, there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. This shall not apply where there exists a public alley separating the two zones.

4. Permitted Encroachments in Required Yards. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the street right-of-way lines.

D. Height Limits.

1. The maximum height of all buildings shall be five stories, or seventy-five (75) feet, whichever is less, except that for properties adjacent to a single-family zone, starting from the third floor up, each subsequent floor shall be stepped back by fifteen (15) feet for every two floors. See diagram below:



2. The maximum height of all accessory structures shall be one story, or fifteen (15) feet, whichever is less. Accessory structures exceeding fifteen (15) feet may be approved up to thirty-five (35) feet subject to Architectural Review by the Planning Commission.

3. The maximum height of accessory dwelling units shall be per Section 17.60.010.H. (Accessory Dwelling Units)

E. Distance Between Buildings.

1. Between two main buildings: Twenty (20) feet.

2. Between a main building and an accessory structure, or between two accessory structures: Fifteen (15) feet.

F. Usable Open Space.

1. Greater than twenty-five thousand (25,000) square feet non-residential portion of developments shall provide three percent of the gross building area as usable open space. Common open space may be utilized for employees or publicly accessible open space. If the open space is over one thousand (1,000) square feet and provided as publicly accessible, up to fifty (50) percent may count toward the required residential common open space (if in a mixed-use project).

2. Multifamily developments shall provide a minimum of one hundred fifty (150) square feet total per unit, minimum one hundred twenty (120) square feet of private open space required for ground-level units and sixty (60) square feet of private open space for upper-level units. The remaining area shall be provided as common open space. Portions of spaces required under the yard and distance between buildings provisions of this section may be included in the calculation of usable open space, provided they are integrated with and clearly usable as part of a larger area.

3. Usable Open Space Standards:

   a. Usable open space may be provided as private outdoor living areas, balconies, decks, or as common recreational-leisure areas. Except in the case of balconies, such areas shall be landscaped.

   b. Usable open space, when provided as common recreational leisure area, may extend into the required front yard to within five feet of the front lot line, subject to the following provisions:

      i. No more than forty (40) percent of the required front yard may be so used.

      ii. No permanent structures, except swimming pools and those structures required by law, shall be permitted in the required front yard.

      iii. Such areas shall be screened from the street and adjacent properties by landscaping and/or decorative fencing of a maximum height of forty-two (42) inches, except where a greater height is required by law.

      iv. The remaining portion of the required front yard, except for access drives and walks, shall be landscaped and maintained.

G. Off-Street Parking. Off-street parking shall be provided for each dwelling unit or commercial use subject to the requirements of Section 17.54.010 of this title.

H. All new multi-family residential development shall be designed pursuant to the City of Coachella Multi-Family Objective Design Standards.

I. Architectural Review. All development in the U-E (Urban Employment) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

J. Consistency with the Jacqueline Cochran Regional Airport Land Use Compatibility Plan.

   1. If a project is located in the Jacqueline Cochran Airport Compatibility zones, densities, intensities, and prohibited uses shall be consistent with criteria in the airport land use compatibility plan for the Jacqueline Cochran Regional Airport, including applicable Countywide criteria as may exist at the time of project review.

K. Other Property Development Standards.

   1. All uses shall be conducted entirely within a completely enclosed building, except for off-street parking and loading facilities, and certain uses permitted subject to a conditional use permit.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.24 C-N NEIGHBORHOOD COMMERCIAL ZONE

17.24.010 Intent and purpose.

This zone is intended to provide for every day convenience shopping intended to serve residential neighborhoods, consistent with the environmental requirements of such neighborhoods. Convenience shopping facilities are those which provide space for retail and service businesses serving the immediate neighborhood. This zone also provides the opportunity for multi-family housing mixed in with the neighborhood serving uses, all within convenient walking or biking distance of nearby neighborhoods. These areas provide gathering places for the residents of surrounding neighborhoods. The provisions of this zone are intended to minimize or eliminate, insofar as possible, any conflicting aspects of commercial land use within residential neighborhoods, particularly as related to traffic, type of activity, and site requirements. This zone implements the Neighborhood Center land use designation in the General Plan.

(Prior code § 040.01)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.24.020 Permitted uses.

The following uses are permitted in the C-N (Neighborhood Commercial) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. Local retail businesses primarily intended to serve the immediate neighborhood~~, provided that no one use shall exceed ten thousand (10,000) square feet of floor area,~~ including the following:

   a. Grocery, fruit, or vegetable store; meat market.

   b. Meat, fish, or dressed poultry (no live poultry) sales.

   c. Bakery.

   d. Drugstore.

   e. Hardware store.

   f. Restaurant, café, or soda fountain, not including entertainment, dancing, sale of liquor, beer, or other alcoholic beverages.

   g. Existing commercial agricultural activity consistent with California Civil Code “Right to Farm Act.”

2. Local service businesses primarily intended to serve the immediate neighborhood, including the following:

   a. Barber or beauty shop.

   b. Child care centers.

   c. Clothes cleaning and laundry pickup stations, laundromat, coin-operated dry-cleaning establishment.

d. Offices of physicians, dentists, optometrists, chiropractors, accountants, and realtors.

e. Tailor, dressmaker.

3. Multi-tenant retail.~~, up to thirty-five thousand (35,000) square feet of floor area.~~

4. Public Utility Facilities (City-initiated).

5. Existing single-family residential uses built before the date of this adoption.

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to the primary permitted use:

1. Signs as follows, subject to all provisions of Section 17.56.010 of this title.

a. One unlighted sign pertaining to the rental, sale, or lease of the premises, not to exceed twenty (20) square feet in area.

b. Advertising signs pertaining only to the goods and services sold on the premises, or to the name of the establishment. The total aggregate area of all signs pertaining to any one establishment shall be eighty (80) square feet.

2. Canopies, arcades, carports, or similar shading devices.

3. Other accessory buildings, structures and uses customarily appurtenant to a primary permitted use.

C. Conditional Uses. The following uses may be permitted in the C-N (Neighborhood Commercial) zone, subject to obtaining a conditional use permit as specified in Section 17.74.010 of this title.

1. Those uses allowed as conditional uses by Section 17.12.020(C) of the S-N (Suburban Neighborhood) zone.

2. Multi-family residential (five plus units).

3. Ambulance services.

4. Automobile accessories and parts.

5. Automobile service stations.

6. Automotive repair garage as an accessory to automobile service station.

7. Bars and cocktail lounges.

8. Bowling, pool, or billiard centers.

9. Bus terminals, depots, and similar transit facilities.

10. Check cashing services.

11. Commercial cannabis testing laboratories, pursuant to Chapter 17.85.

12. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.

13. Car washes.

14. Commercial parking lots.

15. Commercial psychic activities.

16. Dance halls.

17. Drive-in, walk-up, or other fast-food establishments.

18. Engineering research and testing firms and laboratories.
19. Hotels, motels.
20. Laundromat/coin operated laundry so long as a full-time attendant is provided.
21. Liquor sales, subject to Section 17.74.015.
22. Lodges, fraternal organizations, and clubs.
23. Mattress manufacture.
24. Mortuaries.
25. Neighborhood recycling centers, pursuant to Chapter 17.90.
26. New and used automobile sales and mobilehome sales, located on sites with frontage on Cesar Chavez Street provided that a ten-foot landscaped setback from the planned highway right-of-way line be maintained.
27. Pawn shops.
28. Parcel or overnight delivery services.
29. Photocopying, photo processing and blueprinting.
30. Plumbing shop, provided all outside storage is completely screened.
31. Printing establishments.
32. Private lodges, clubs, meeting halls.
33. Special event establishments.
34. Swap meet, indoor.
35. Swap meet, outdoor.
36. Taproom.
37. Tattoo and body piercing parlors.
38. Thrift stores.
39. Truck, farm implement and machinery sales and rental, sale of parts.

(Prior code § 040.02)

(Ord. No. 1088, § 1, 12-14-16; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.24.030 Property development standards.

The following standards of development shall apply in the C-N (Neighborhood Commercial) zone:

A. Residential Density and Non-Residential Intensity.

1. Minimum Density. Fifteen (15) dwelling units/acre, when residential uses are provided.
2. Maximum Density. Forty (40) dwelling units/acre.
3. Maximum FAR. 1.5.

B. Lot Requirements.

1. Minimum Lot Area. Five thousand (5,000) square feet.
2. Minimum Lot Width. Fifty (50) feet.
3. Minimum Lot Depth. None.
4. Maximum Lot Coverage. No limit.

C. Yard Requirements.

1. Front Yard. Where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required front yards of the adjoining zones.
2. Side Yard. Where a C-N (Neighborhood Commercial) zone adjoins a street or a residential zone, there shall be a side yard of not less than ten (10) feet on the side or sides adjoining such street or residential zone. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.
3. Rear Yard. Where the C-N (Neighborhood Commercial) zone adjoins a residential zone, there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. In the case of a building or structure for residential use, there shall be a rear yard of not less than twenty (20) feet.
4. Permitted Encroachments in Required Yard. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the planned highway right-of-way line.
5. All landscape areas shall be maintained consistent with approved landscape plans and commercial building frontage hardscape areas shall establish a weekly pressure washing schedule. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion.

D. Height Limit. The maximum height of any building or structure shall be three stories or fifty (50) feet, whichever is less.

E. Distance Between Buildings. Buildings not actually adjoining shall be provided with a minimum eight-foot separation.

F. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

G. Screening. Where the C-N (Neighborhood Commercial) zone abuts upon any residential zone, there shall be provided screening not less than six feet or more than eight feet in height on the zoning boundary line. Said screening shall be reduced to forty-two (42) inches in height within a setback area adjacent to a street or highway. Rooftop mechanical equipment shall be screened by a parapet wall or other architectural features. Any rooftop screening elements shall be architecturally consistent and well-integrated with overall building architecture.

H. Landscape setback. The minimum perimeter landscape setback for residential or hotel projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Shade tree plantings shall be installed to provide shade of 20 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings.

I. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage,

shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading. Shade tree plantings in surface parking areas shall be installed to provide shade over 50 percent of the parking area within 10 years. Solar photovoltaic shade structures or shade structures with cool roofing materials shall be permitted in whole or in part in lieu of shade tree plantings.

J~~H~~. Other Property Development Standards.

1. All residential uses shall follow the site development standards for U-N (Urban Neighborhood) zone, except as noted in this subsection.

2. Any structure originally designed or intended for residential purposes may be used for service businesses, (except clothes cleaning, etc.) as permitted in this zone, subject to all provisions of this article, and further subject to the following conditions:

   a. The required front yard of the structure shall be permanently maintained in landscaping as defined in Section 17.60.010(D)(4).

   b. All parking shall be provided to the rear of the residential structure.

   c. All structures shall conform to all provisions of the applicable building, housing, and fire codes of the city.

   d. Signs permitted shall be limited to a total surface area twenty (20) square feet.

   e. No structure shall be used for residential and commercial uses at the same time.

3. All uses shall be conducted entirely within a completely enclosed building, except for off-street parking and loading facilities, and automobile service stations permitted subject to Section 17.24.020(C)(3).

4. Cesar Chavez Street Sidewalk Improvements. Sidewalks shall be constructed at a minimum nine (9) feet for new development projects. The City Engineer may permit deviations from this standard to ensure connectivity between existing public improvements and that may be necessary so as not to be detrimental to the public health, safety, or welfare.

5. New Development on Cesar Chavez Street. New development projects on Cesar Chavez Street shall maximize building frontage along the street and demonstrate consistency with the Improving Neighborhood Connections Along Coachella's Harrison Street Corridor report.

K~~I~~. All new multi-family residential development shall be designed pursuant to the City of Coachella Multi-Family Objective Design Standards.

L~~J~~. Architectural Review. All development in the C-N (Neighborhood Commercial) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

(Prior code § 040.03)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.26 C-G GENERAL COMMERCIAL USE ZONE

17.26.010 Intent and purpose.

This zone is intended to provide for and encourage the orderly development of commercial areas designed to serve community-wide needs. Such areas provide a wide variety of goods and services and must be consistent with the overall development of the city and its environs. The provisions of this zone are intended to ensure that such commerce will be compatible with adjacent, noncommercial development, and to minimize the undesirable effects of heavy traffic, type of activity, and to set forth site requirements. This zone implements the Suburban Retail land use designation in the General Plan.

(Prior code § 042.01)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.26.020 Permitted uses.

The following uses are permitted in the C-G (General Commercial) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. All uses permitted by Section 17.24.010 A of the C-N (Neighborhood Commercial) zone except laundromats/coin-operated dry-cleaning establishments.

2. Retail Uses:

a. Antique shop.

b. Appliance store.

c. Automobile accessories and parts.

d. Art gallery.

e. Bicycle shop.

f. Bookstore.

g. Cigar or tobacco store.

h. Clothing or apparel sales.

i. Confectionery store.

j. Department store.

k. Drugstore.

l. Electronics store.

m. Furniture store.

n. Grocery store.

o. Interior decorator.

p. Jewelry store.

q. Lapidary.

r. Motorcycle sales and accessories.

s. Pet shop, including grooming, but no kennel.

t. Photographic supplies.

u. Restaurant without liquor sales.

v. Shoe store.

w. Sporting goods store.

x. Toy store.

y. Unfinished furniture sales (new).

z. Yardage store.

3. Multi-tenant retail.

4. Service Businesses.

a. Bicycle repair shop.

b. Blueprinting service.

c. Business, trade schools.

d. Drafting service.

e. Drycleaning establishments.

f. Exhibition hall, theater, auditorium.

g. Hotels and motels.

h. Library or reading room.

i. Locksmith.

j. Medical or dental clinic.

k. Microfilm service.

l. Mortuary.

m. Photo studio.

n. Private lodges, clubs, meeting halls.

o. Radio, television repair

p. Rental of household, sickroom, and office equipment.

q. Secretarial service.

r. Shoe repair.

s. Small appliance repair.

t. Studio, dancing, music, art, etc.

u. Telephone answering service.

v. Tuxedo/costume rental.

5. Office uses of all types, including, but not limited to the following:

a. Medical and dental offices.

b. Administrative, business, executive and editorial.

c. Professional offices.

d. Financial, insurance, real estate offices, including banks and related institutions.

e. General offices.

6. Outdoor Uses. Only the following outdoor uses are permitted:

a. Plant nurseries, provided that all areas devoted to outdoor storage of other than live plant material shall be completely screened from view from arterial highways and abutting residential properties. No bulk storage of sand, gravel, fertilizer, or other chemical or organic materials is permitted.

7. Public Utility Facilities (City-initiated).

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to a primary permitted use:

1. Wholesaling of products.

2. The manufacturing, processing, treatment, or storage of products which is clearly incidental to the retail or service business conducted on the premises, provided that:

a. The premises are not the primary source of the production of goods sold on the premises.

b. Not more than twenty-five (25) percent of the ground floor area shall be used for such purposes.

c. No motor exceeding one horsepower be used for manufacturing, treatment, or processing in connection therewith, and that the total horsepower so used shall not exceed five horsepower. This restriction shall not apply to air conditioning equipment.

d. No portion of any building or premises so used shall be less than fifty (50) feet from any residential district.

3. Dwelling, where used by a proprietor, manager, or custodian of a use permitted within this zone.

4. Signs as follows, subject to all provisions of Section 17.56.010 of this title:

a. One unlighted sign pertaining to the rental, sale or lease of the premises, not to exceed twenty (20) square feet in area.

b. Advertising signs pertaining only to the goods and services sold on the premises, or to the name of the establishment. The total aggregate area of all signs pertaining to any one establishment shall be one hundred fifty (150) square feet for those establishments with less than one thousand five hundred (1,500) square feet of gross floor area, and two hundred fifty (250) square feet for those establishments with one thousand five hundred (1,500) or more square feet of gross floor area.

5. Canopies, arcades, carports, or similar shading devices.

6. Other accessory uses customarily appurtenant to a primary permitted use.

C. Conditional Uses. The following uses may be permitted in all sectors of the CG zone subject to obtaining a conditional use permit pursuant to Chapter 17.74.

1. Ambulance services.
2. Automobile accessories and parts.
3. Automotive repair garage as an accessory to automobile service station.
4. Automobile service stations, including self-service stations or self-service islands at a store, but only if such self-service establishments maintain restroom facilities for both sexes and water and air for the vehicles.
5. Bars and Cocktail Lounges.
6. Bowling, pool, or billiard centers.
7. Bus terminals, depots, and similar transit facilities.
8. Car washes.
9. Ceramic products manufacture.
10. Check Cashing services.
11. Commercial cannabis testing laboratories, pursuant to Chapter 17.85.
12. Commercial parking lots.
13. Commercial psychic activities.
14. Dance Halls.
15. Drive-in, walk-up, or other fast-food establishments.
16. Engineering research and testing firms and laboratories.
17. Laundromat/coin operated laundry so long as a full-time attendant is provided.
18. Liquor sales, subject to Section 17.74.015.
19. Mattress manufacture.
20. Mini-Storage Warehouse as accessory to a permitted use.
21. Multi-bay auto repair.
22. Mortuaries.
23. Neighborhood recycling centers, pursuant to Chapter 17.90;
24. New and used automobile sales and mobilehome sales, provided that a ten-foot landscaped setback from the planned highway right-of-way line be maintained.
25. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.
26. Pawn shops.
27. Parcel or overnight delivery services.
28. Photocopying, photo processing and blueprinting.
29. Plumbing shop, provided all outside storage is completely screened.
30. Printing establishments.

31. Sign manufacture.
32. Special Event Establishments.
33. Taproom.
34. Tattoo and body piercing parlors.
35. Thrift stores (Reconditioned or used merchandise sales)
36. Tourist camps.
37. Truck, farm implement and machinery sales and rental, sale of parts.
38. Swap meet, indoor.
39. Swap meet, outdoor.

D. Prohibited Uses. The following uses are prohibited in the C-G (General Commercial) zone:

1. Residential.
2. Mobilehomes.

(Prior code § 042.02)

(Ord. No. 1033, § 2, 1-11-12; Ord. No. 1065, § 2, 6-11-14; Ord. No. 1088, § 2, 12-14-16; Ord. No. 1108, § 1, 7-12-17; Ord. No. 1161, § 2, 5-27-20; Ord. No. 1195, § 3, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.26.030 Property development standards.

The following standards of development shall apply in the C-N (Neighborhood Commercial) zone:

A. Non-Residential Intensity.

1. Maximum FAR. 1.0.

B. Lot Requirements.

1. Minimum Lot Size. Ten thousand (10,000) square feet; Parcels not contiguous to C-G (General Commercial) zoned property shall have a minimum area of five acres.
2. Minimum Lot Width. Fifty (50) feet.
3. Minimum Lot Depth. None.
4. Maximum Lot Coverage. No limit.

C. Yard Requirements.

1. Front Yard. Where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required front yards of the adjoining zones.
2. Side Yard. Where a C-G (General Commercial) zone adjoins a street or residential zone, there shall be a side yard of not less than ten (10) feet on the side or sides adjoining said street or residential zone. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.
3. Rear Yard. Where the C-G (General Commercial) zone adjoins a residential zone, there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. This shall not apply where there exists a public alley separating the two zones.

4. Permitted Encroachments in Required Yards. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the planned highway right-of-way lines.

5. All landscape areas shall be maintained consistent with approved landscape plans and commercial building frontage hardscape areas shall establish a weekly pressure washing schedule. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion.

D. Height Limits.

1. The maximum height of any building within one hundred thirty (130) feet of any residential zone shall be two stories or thirty-five (35) feet, whichever is less. Vehicular rights-of-way shall be included in calculating distance. The distance of one hundred thirty (130) feet is a minimum setback and setbacks requirements may be increased based on safety, privacy, views, noise, and light issues.

2. The maximum height of all other buildings shall be fifty (50) feet or three stories, whichever is less.

E. Distance Between Buildings. Buildings not actually joined, shall be provided with a minimum eight-foot separation.

F. Off-Street Parking And Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

G. Screening. Where the C-G (General Commercial) general commercial zone abuts any residential zone, there shall be provided screening not less than six feet or more than eight feet in height on the zone boundary line. Said screening shall be reduced to forty-two (42) inches in height within a required yard adjacent to a street or highway. Rooftop mechanical equipment shall be screened by a parapet wall or other architectural features. Any rooftop screening elements shall be architecturally consistent and well-integrated with overall building architecture.

H. Landscape Setback. The minimum perimeter landscape setback for residential or hotel projects without buildings frontages along perimeter streets shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Shade tree plantings shall be installed to provide shade of 20 percent of landscape area within 10 years. Shade structures with cool roofing materials may be permitted in whole or in part in lieu of shade tree plantings.

I. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading. Shade tree plantings in surface parking areas shall be installed to provide shade over 50 percent of the parking area within 10 years. Solar photovoltaic shade structures or shade structures with cool roofing materials shall be permitted in whole or in part in lieu of shade tree plantings.

J~~H~~. Architectural Review. All development in the C-G (General Commercial) zone, is subject to architectural review as set forth in Section 17.72.010 of this title.

K~~I~~. Non-storefront retailer and non-storefront retail microbusiness. A non-storefront retailer or non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail or non-storefront retail cannabis business; and may not be located in the City's Pueblo Viejo District. For

purposes of this chapter, "Pueblo Viejo District" shall be that area in the city bounded by Cesar Chavez Street to the south, First Street to the west, Grapefruit Boulevard to the north, and Nineth Street to the east.

(Prior code § 042.03)

(Ord. No. 1161, § 3, 5-27-20; Ord. No. 1195, § 4, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.28 R-C REGIONAL COMMERCIAL ZONE[1]

[1]Editor's note(s)—Ord. No. 1204, § 3(Exh. A.1), adopted July 26, 2023, repealed the former Ch. 17.28, §§ 17.28.010—17.28.030, and enacted a new Ch. 17.28 as set out herein. The former Ch. 17.28 pertained to C-T Tourist Commercial Zone and derived from Prior code §§ 046.01—046.03; Ord. No. 1088, § 3, adopted Dec. 14, 2016.

17.28.010 Intent and purpose.

This zone is intended to provide for and encourage a wide range of shopping and entertainment in a variety of urban and suburban formats. These include regional shopping centers, mixed destination centers or similar uses. The uses allowed in this zone will cater to regional clientele and provide a unique amenity to all residents of the Coachella Valley and an important revenue source for the City. Implementing the Regional Retail land use designation in the General Plan, the primary purpose of the zone is to provide for commercial opportunities, with residential uses supporting the retail environment.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.28.020 Permitted uses.

The following uses are permitted in the R-C (Regional Commercial) zone, subject to all provisions of this chapter:

A. Primary Uses.

1. All retail establishments including big box retail (> thirty-five thousand (35,000) square feet).
2. Automobile rental.
3. Hotel.
4. Motel.
5. Resort.
6. Restaurants.
7. Private swimming pools.
8. Public Utility Facilities (City-Initiated).

B. All uses permitted by Section 17.26.020 in Chapter 17.26 C-G (General Commercial).

C. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to primary permitted use:

1. Dwelling, where used by a proprietor, manager, or custodian of a use permitted within this zone.
2. Ice vending machines, of three-ton capacity or less subject to all other provisions of this zone. Such machines shall be located so as not to interfere with the movement of traffic on the site.

D. Conditional Uses. The following uses may be permitted the R-C (Regional Commercial) zone subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Amusement center or theme park.
2. Automotive repair garage as an accessory to automobile service station.
3. Automobile service station.
4. Bars and Cocktail lounges.
5. Billiard parlor.
6. Bowling alley.
7. Bus terminals, depots, and similar transit facilities.

8. Car washes as part of a multi-tenant retail center.
9. Commercial Parking Lot.
10. Drive-in or walk-up or other fast-food service establishments.
11. Exhibition hall, conference center, theater, amphitheater, auditorium.
12. Golf courses, driving ranges.
13. Hospital Uses.
14. Liquor sales, subject to Section 17.74.015;
15. Medical offices.
16. Microbreweries and taproom.
17. Mini-storage warehouse as an accessory to a permitted use.
18. Multiple-family residential (five plus units).
19. New and used automobile sales and recreational vehicle sales.
20. Recreational vehicle storage as an accessory to a permitted use.
21. Restaurants with liquor sales.
22. Skating rinks.
23. Special event establishments.
24. Sports Complex.
25. Theater, including drive-in.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.28.030 Property development standards.

The following standards of development shall apply in the R-C (Regional Commercial) zone:

A. Residential Density and Non-Residential Intensity.

1. Minimum Density. Ten (10) dwelling units/acre, when residential uses are provided.
2. Maximum Density. Fifteen (15) dwelling units/acre.
3. Maximum Non-Residential FAR. 2.0.

B. Residential uses shall follow the development standards in Section 17.14.030 for multi-family uses and the City of Coachella Multifamily Objective Design Standards.

C. Lot Requirements.

1. Minimum Lot Size. The minimum lot size shall be twenty thousand (20,000) square feet for commercial uses.
2. Minimum Lot Width. None.
3. Minimum Lot Depth. None.
4. Maximum Lot Coverage. None.

D. Yard Requirement.

1. Front Yard. Each lot or building site shall have a front yard of at least fifteen (15) feet in depth, except where one or both adjoining zones are residential, in which case the required yard shall be increased to equal the average of the required front yards of the adjoining zones.

2. Side Yard. There shall be no side yard requirement except where a R-C (Regional Commercial) zone adjoins a street or a residential zone, in which case there shall be a side yard of not less than ten (10) feet on the side or sides adjoining said street or residential zones. In the case of a reversed corner lot, the side yard adjoining the street shall be not less than the required front yard of the adjoining key lot to the rear.

3. Rear Yard. There shall be no rear yard requirement except where the R-C (Regional Commercial) zone adjoins a residential zone, in which case there shall be a rear yard of not less than ten (10) feet adjoining that residential zone. This shall not apply where there exists a public alley separating the two zones.

4. Permitted Encroachments in Required Yards.

   a. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting strip shall be maintained adjacent to the planned highway right-of-way line.

   b. Swimming pools provided as an accessory use to a hotel or motel may encroach into the rear two-thirds of the required front yard.

5. All landscape areas shall be maintained consistent with approved landscape plans. Landscape modifications shall be approved by the Planning Director and referred to the Planning Commission for review at the Director's discretion.

E. Height Limits.

1. The maximum height of any building located within one hundred fifty (150) feet of any S-N or G-N zone~~R-S~~, ~~single-family residential zone~~, or any agricultural zone, shall be one story or twenty (20) feet, whichever is less. Vehicular rights-of-way shall be included in calculating the distance.

2. The maximum height of all other buildings shall be two stories or thirty-five (35) feet, whichever is less, except that hotels shall have a maximum height of eighty-five (85) feet.

3. Rooftop mechanical equipment shall be screened by a parapet wall or other architectural features. Any rooftop screening elements shall be architecturally consistent and well-integrated with overall building architecture.

F. Landscape Setback. The minimum perimeter landscape setback for residential or hotel projects without frontage of buildings along perimeter street shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage. Equestrian and Agricultural themed improvements including equestrian rail fencing, agrarian lighting, agrarian signage, 10 foot wide decomposed granite multi-purpose trail and date palms planted 20 feet on center shall be installed along Avenue 52, Van Buren Street, and Calhoun Street.

G. Energy Efficient Design and Heat Island Reduction Strategies. New development shall submit an Energy Efficient Design and Heat Island Reduction Plan that incorporates heat island reduction strategies such as light-colored cool roofs, light-colored paving, permeable paving, substantial shade tree coverage, shade structures and shaded asphalt paving. Energy efficient building and site design strategies shall be incorporated such as appropriate solar orientation, thermal mass, use of natural daylight and ventilation, and shading. Shade tree plantings in surface parking areas shall be installed to provide shade over 50 percent of the parking area within 10 years. Solar photovoltaic shade structures or shade structures with cool roofing materials shall be permitted in whole or in part in lieu of shade tree plantings.

H~~F~~. Distance Between Buildings. No requirements, except that buildings not actually adjoining shall be determined through site plan review.

I~~G~~. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

J~~H~~. Screening. Where the R-C~~C-T~~ zone abuts upon a residential zone, there shall be provided screening not less than six feet, or more than eight feet in height on the zone boundary line. Said screening shall be reduced to forty-two (42) inches in height within a required yard adjacent to a street or highway.

K~~I~~. Other Property Development Standards.

1. All uses shall be conducted entirely within a completely enclosed building, except for off-street parking and loading facilities, those outdoor uses permitted by Section 17.28.020(A)(7), and certain uses permitted subject to a conditional use permit by Section 17.28.020(D).

2. No building or structure having exterior walls of sheet metal shall be erected in this zone.

L~~J~~. Architectural Review. All development in the R-C (Regional Commercial) Zone, is subject to architectural review as set forth in Section 17.72.010 of this title.

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.30 M-S MANUFACTURING SERVICE ZONE

17.30.010 Intent and purpose.

This zone is intended to provide for and encourage the orderly development of light manufacturing, wholesaling, and commercial service within the community. Such areas are vital to the community's economic health and well-being by providing employment and an important revenue source for the city. The provisions of this zone are intended to ensure that manufacturing service areas will be compatible with adjacent, non-industrial development and will protect such areas from potential hazards of industrial development.

(Prior code § 050.01)

(Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.30.020 Permitted uses.

The following uses are permitted in the M-S (Manufacturing Service) zone subject to all provisions of this chapter.

A. Primary Uses.

1. Engineering research and testing firms and laboratories;
2. Trailer, camper, mobile home manufacturer or assembly;
3. Automotive repair garage, body and fender works, within a completely enclosed building;
4. Sales and rental of trucks, autos, farm machinery and implements, and truck and auto parts;
5. Bakery;
6. Boat building;
7. Bottling plant;
8. Cabinet shop;
9. Carpet cleaning plant;
10. Ceramic products manufacture;
11. Cleaning and dyeing plant;
12. Dairy products processing;
13. Drugs manufacture;
14. Electrical, electronic, or electro-mechanical machinery manufacturing;
15. Food products processing, manufacturing, canning, preserving and freezing;
16. Fruit and vegetable packing house;
17. Furniture manufacturing, refinishing;
18. Garment manufacture;

19. Glass manufacture;
20. Ice and cold storage plant;
21. Laboratories. Experimental, testing, motion picture;
22. Laundry;
23. Machine shop;
24. Metalworking, fabrication, or welding firm;
25. Newspaper printing plants;
26. Nurseries
27. Existing commercial agricultural activity consistent with California Civil Code "Right to Farm Act."
2~~6~~. Parcel delivery services;
2~~7~~. Photo-engraving, photocopying, photo-processing and blueprinting;
30~~28~~. Plastic, fabrication firm;
31~~29~~. Plumbing shop;
3~~0~~. Prefabricated buildings manufacture;
3~~1~~. Printing establishments;
3~~2~~. Sheet metal shop;
3~~3~~. Sign manufacture;
3~~4~~. Textile manufacture;
3~~5~~. Tire rebuilding, recapping, and retreading;
3~~6~~. Upholstering and reupholstering;
3~~7~~. Wholesale business, storage buildings, and warehouses;
40~~38~~. Woodworking shop;
41~~39~~. Storage yards:
    a. Contractors storage yards,
    b. Building materials,
    c. Lumber yards,
    d. Machinery, truck rental yards,
    e. Draying and freight yard, and
    f. Truck terminal; and
4~~0~~. Retail sales.
4~~1~~. Restaurant.
4~~2~~. Emergency shelters complying with the following criteria.
    a. Emergency shelters shall be operated by a responsible agency or organization, with experience in managing or providing social services.

b. The shelter shall provide at least one qualified on-site supervisor at all times, plus one attendant for each fifty (50) occupants.

c. A shelter shall not be approved when another homeless shelter exists within three hundred (300) feet of the proposed site.

d. Emergency shelters shall provide a setback of thirty (30) feet from the shelter building to any residential zone.

e. Parking shall be supplied at a ratio of one vehicle space per ten (10) beds, and one secured bicycle parking area designed to accommodate up to one bicycle per ten (10) beds.

f. Each shelter shall be limited to a maximum occupancy of fifty (50) persons, including warming shelters and daytime facilities.

g. A management plan shall be required to address how the immediate sheltering needs of individuals who may be turned away from the shelter will be handled. The management plan shall establish a maximum length of time for which clients may be accommodated.

45~~3~~. Public Utility Facilities (City-Initiated).

B. Accessory Uses. The following buildings, structures, and uses are permitted when clearly incidental and accessory to a primary permitted use:

1. Detached dwelling, where used by a proprietor, manager, or custodian of a use permitted within this zone.

2. Retail distribution of products produced on the premises (where not the primary retail outlet for said products).

3. Storage of equipment, materials, finished products, or refuse basic to operations of a permitted use.

4. Signs as follows, subject to all provisions of Section 17.56.010 of this title:

a. One unlighted sign pertaining to the rental, sale or lease of the premises, not to exceed twenty (20) square feet in area.

b. Advertising signs pertaining to the goods and services sold on the premises, or to the name of the establishment. The total aggregate area of all signs pertaining to any one establishment shall be two hundred (200) square feet.

5. Other accessory uses customarily appurtenant to a primary permitted use.

C. Conditional Uses. The following uses may be permitted in the M-S (Manufacturing Service) zone subject to obtaining a conditional use permit as specified in Section 17.74.010.

1. Automotive repair garage as an accessory to automobile service station.

2. Breweries and Distilleries.

3. Cotton gins, oil mills, vegetable oil plants.

4. Exterminating or disinfecting service firm.

5. Metal plating.

6. Mini storage warehouse.

7. Non-storefront cannabis retailers and non-storefront retail microbusinesses, pursuant to Chapter 17.84.

8. Oil cloth or linoleum manufacture.
9. Paint, oil, shellac, turpentine, or varnish manufacture.
10. Plastic manufacture.
11. Planing mills.
12. Poultry dressing and packaging.
13. Recreational Vehicle Storage. Such uses as standalone uses shall not exceed ten (10) percent of the M-S Zone.
14. Restaurant with cocktail lounge.
15. Service stations.
16. Stone monument works.
17. Taproom.
18. Tattoo and body piercing parlors.
19. Wire and wire products manufacture.
20. Hotels on a building site with frontage on Major or Primary Arterials.

D. Industrial-Related Uses. Certain non-industrial uses are functionally related to industrial areas. The following uses are permitted only when intended to serve industrial areas and employees.

1. Restaurants and coffee shops.
2. Industrial hospitals or clinics.
3. Industrial training center.

(Ord. 925 § 1, 2005; Ord. 918 § 1, 2005; prior code § 050.02)

(Ord. No. 1033, § 3, 1-11-12; Ord. No. 1051, § 2, 5-22-13; Ord. No. 1161, § 4, 5-27-20; Ord. No. 1195, § 5, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

17.30.030 Property development standards.

The following standards of development shall apply in the M-S (Manufacturing Service) zone:

A. Non-Residential Intensity.

1. Maximum FAR. 1.0.

B. Lot Requirements.

1. Minimum Lot Size. Ten thousand (10,000) square feet.
2. Minimum Lot Width. None.
3. Minimum Lot Depth. None.
4. Maximum Lot Coverage. None.

C. Yard Requirements. None, except in the following instances:

1. Where an M-S (Manufacturing Service) zone abuts upon a street or highway where two-thirds of the property in the block on the opposite side of the street is zoned residential, a yard shall be provided of ten (10) feet in depth.

2. Where an M-S (Manufacturing Service) zone abuts upon a street or highway and where one or both adjoining zones are residential, a yard shall be provided which is equal in depth to the average of the required yards of the adjoining zones.

3. Where an M-S (Manufacturing Service) zone abuts upon a Major Arterial, Major Arterial with Enhanced Bicycle Facilities, Primary Arterial, and Primary Arterial with Enhanced Bicycle Facilities as designated on the circulation element of the general plan, a yard of ten (10) feet in depth shall be provided.

4. Where an M-S (Manufacturing Service) zone directly abuts a residential zone, there shall be a yard of not less than thirty (30) feet adjoining that zone. This shall be reduced to twenty (20) feet where there exists a public alley separating the two zones.

5. Permitted Encroachments in Required Yards. The yards required in subsections 1—3 of this section may be used as part of an automobile parking area, provided however that a minimum three-foot wide screen planting shall be maintained adjacent to the planned highway right-of-way line.

D. Height Limits.

1. The maximum height of any buildings or structures located within one hundred fifty (150) feet of any residential zone shall be two stories or thirty-five (35) feet, which ever is less. Vehicular rights-of-way shall be included in calculating distance.

2. The maximum height of all other buildings or structures shall be fifty (50) feet.

E. Distance Between Buildings. No requirements, except that buildings not actually adjoining shall be provided with a minimum eight-foot separation.

F. Off-Street Parking and Loading. Off-street parking and loading facilities shall be provided in accordance with the provisions of Section 17.54.010.

G. Walls and Screening.

1. Where an M-S (Manufacturing Service) zone abuts upon any residential zone there shall be provided a solid masonry wall not less than six feet nor more than eight feet in height along the zone boundary. Said wall shall be reduced to forty-two (42) inches in height within a required yard adjacent to a street or highway.

2. Where property in an M-S (Manufacturing Service) zone is used for operations incidental to a primary permitted use, as a storage yard, or where material necessary to the conduct of a primary permitted use is stored outside, there shall be provided screening not less than six feet or more than eight feet in height. Said screening shall screen storage areas from adjacent residential and/or commercial zones.

H. Other Property Development Standards.

1. No structure originally designed or intended for residential purposes shall be occupied by uses permitted in this zone, except when used as a dwelling by a proprietor, manager or custodian or custodian of a permitted use.

2. No use shall be established in any M-S (Manufacturing Service) zone which causes or emits any dust, gas, smoke, fumes, odors, noises, vibrations, electromagnetic disturbance, radiation, or other similar effects which are or may be detrimental to the public health, safety, or general welfare. All uses shall be continuously maintained so that they are neither obnoxious nor offensive by reason of the above emissions.

3. All lot area not in use by buildings shall be paved, planted, or otherwise surfaced to eliminate dust. Use of gravel, decomposed granite and similar materials is permitted, subject to continuous maintenance in a neat and sightly manner. Use of oil is permitted only where treated areas will not be visible from public streets, or adjacent residential or commercial zones. Yards and off-street parking and loading areas shall be treated as required in this title.

I. Architectural Review. All development in the M-S (Manufacturing Service) zone is subject to architectural review as set forth in Section 17.72.010 of this title.

J. Non-storefront retailer and non-storefront retail microbusiness. A non-storefront retailer or non-storefront retail microbusiness shall have a minimum of one hundred (100) feet separation from any residential structure; be at least five hundred (500) feet from any other storefront retail or non-storefront retail cannabis business; and may not be located in the City's Pueblo Viejo District. For purposes of this chapter, "Pueblo Viejo District" shall be that area in the city bounded by Cesar Chavez Street to the south, First Street to the west, Grapefruit Boulevard to the north, and Nineth Street to the east.

(Prior code § 050.03; Ord. No. 1161, § 5, 5-27-20; Ord. No. 1195, § 6, 7-27-22; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.38 PUD PLANNED UNIT DEVELOPMENTS

17.38.010 Intent and purpose.

The purpose of this chapter is to provide for attractive, planned zoning~~, residential~~ districts in accordance with the general plan; to provide a means of achieving greater quality, variety and flexibility in ~~residential~~ development on relatively large areas of land; to encourage more imaginative and innovative design of projects; to promote more desirable living environments that would not be possible through the strict application of zoning standards; to assist in the development of old or blighted neighborhoods by providing incentives for higher quality multiple residential housing and project design; to require a more efficient use of open space, separation of pedestrian and vehicular traffic and increased project amenities; to insure that such projects will be assets to their surrounding neighborhoods, and safeguards will be required through the conditional use procedure. The overall plan shall provide equivalent or higher standards of development, operation, light, air, safety, convenience and aesthetics, than if developed under the underlying zone.

(Prior code § 060.01)

17.38.020 Procedure and regulations.

A. Procedure. An application for a planned development project or ~~mobilehome project~~ shall submit a request for ~~change of zone~~a conditional use permit to allow a "PUD", Planned Unit Development, ~~overlay zone on base district zone, pursuant to Chapter 17.82. Conditional Use Permit. A conditional use permit must be obtained by the applicant as a part of the PUD overlay zone and related entitlements~~ in order to vest modified land use regulations, utilize flexible standards of the PUD ~~overlay zone~~ and vest the design guidelines for the planned unit development.

B. Land Use Regulations. All planned development projects shall comply with the land use and density regulations of the base district, except as may be modified by the PUD ~~overlay zone~~ regulations, subject to compliance with the general plan.

C. Development Standards. All planned development projects shall comply with the applicable development standards of the base district and other sections of the municipal code, except that an applicant for a PUD project may utilize flexible development standards in order to meet the policy directives of the general plan.

D. ~~Conditional Use Permit. A conditional use permit must be obtained by the applicant as a part of the PUD overlay zone and related entitlements in order to vest modified land use regulations, utilize flexible standards of the PUD overlay zone and vest the design guidelines for the planned development.~~

(Ord. No. 1075, § 7, 6-10-15; Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

Editor's note(s)—Ord. No. 1075, § 7, adopted June 10, 2015, amended § 17.38.020 in its entirety to read as herein set out. Former § 17.38.020, pertained to uses, and derived from prior code, § 060.02; and Ord. No. 1026, § 7, adopted Jan. 12, 2011.

17.38.030 Design guidelines.

A. Design Guidelines. All planned developments shall submit a comprehensive set of design guidelines for the project as part of the conditional use permit required under Section 17.38.020(D), that include the following items.

1. Circulation and Streets Plan. The design guidelines shall incorporate a street network plan showing street and pedestrian connectivity for future neighborhoods of the planned development. This shall include the typical roadway diagrams proposed for neighborhood streets and shall incorporate the use a landscaped parkway with street trees separating the sidewalk from the street curb line. Any deviations, for private streets, from the city's public street improvement requirements shall be included in the circulation and streets plan. The minimum perimeter landscape setback for residential or hotel projects without frontage of buildings along perimeter street shall equal at minimum 10 feet at any point and have an average perimeter landscape setback of 20 foot for the entire frontage.

2. Open Space Plan. A plan for the major common open space elements for a residential~~of the~~ community shall be included in the design guidelines of the project. This shall include conceptual plans for park amenities, recreational facilities, and gathering spots for the future residents.

3. Building Massing Plan. A colored site plan showing the typical building massing and relationship of buildings to streets and pedestrian paths and open space features ~~for the various neighborhoods~~ within the planned development shall be included as part of the design guidelines.

4. Architectural Theming. Detailed architectural and/or artist renderings of allowable building types, architectural themes, and typical front yard landscaping shall be provided for all planned developments. Conceptual design guidelines in text describing the architectural theming and exterior building materials, window treatments, and garage door designs, and landscaping plant palettes, must accompany the planned development submittal.

5. Signs. A comprehensive sign program shall be included as a part of all planned developments.

6. PUD justification. The applicant shall submit a project justification statement identifying the following:

   i. How the proposed development is superior to which is permitted by the underlying zone;

   ii. How the proposed project conforms to the Planned Unit Developments Chapter 17.38;

   iii. Which exceptions to the underlying zoning regulations are being requested and why they are necessary;

   iv . What public benefit is being provided that justifies the exception for underlying zoning standards.

B. Change in Product Size. Refer to Section 16.32.170 of the Coachella Municipal Code for proposed changes in product sizes within single-family residential tracts in which a previously approved product was constructed.

17.38.035 Public Benefit Required. A PUD shall provide a public benefit that offsets the impact created by an exception from development standards. An approved public benefit shall include one or more if the elements listed below or a similar element that proportionally offset the additional impacts created by the exception to the development standards requested.

1. Affordable housing. The construction of affordable housing on the site or off-site affordable housing.

2. On-Site Public Amenities. The provision of on-site amenities that benefit the general public such as parks, community spaces, civic spaces, child care facilities, preservation of historic structures or places, agricultural preservation, open space preservation, or similar amenities.

3. Off-site Improvements. The provision of off-site amenities and dedications including traffic enhancements, traffic calming improvements, bikeways and trails, park lands, recreation facilities, or

other public improvements that proportionally offset the additional impacts specifically created by the exception requested for the PUD.

(Ord. No. 1075, § 8, 6-10-15)

Editor's note(s)—Ord. No. 1075, § 8, adopted June 10, 2015, amended § 17.38.030 in its entirety to read as herein set out. Former § 17.38.030, pertained to property development standards, and derived from prior code, § 060.03; and Ord. No. 1021, § 5, adopted July 28, 2010.

17.38.040 Mobilehome parks.

A. Intent and Purpose. These regulations are intended to provide for the development of mobilehome parks within the city, consistent with the general plan. These provisions are further intended to create standards of development consistent with those in other residential areas of the community.

B. Review Procedure. A mobilehome park community may be established in the ~~RM~~ G-N base district zone through a planned unit development overlay zone, subject to approval of the conditional use permit, change of zone and design guidelines required under Sections 17.38.020 and 17.38.030, and subject to compliance with the regulations contained herein.

C. Permitted Uses. The following uses are permitted in any mobilehome park:

1. Mobilehomes, trailers, trailer coaches, campers, camp cars;
2. Recreational buildings, structures, and uses intended to serve only the residents of the mobilehome park; and
3. Accessory buildings normally appurtenant to the conduct of a mobilehome park, including buildings and structures required by law.

D. Lot Requirements for Mobilehome Parks.

1. Minimum Lot Size. Five acres.
2. Density Permitted. One mobilehome for each four thousand five hundred (4,500) square feet of gross lot area.
3. Lot width and depth shall be determined by the Planning Commission or City Council when the conditional use permit is considered.

E. Yard Requirements for Mobilehome Parks.

1. Front Yard. Each park shall have a front yard of at least twenty-five (25) feet in depth.
2. Side Yard. Each park shall have side yards of at least fifteen (15) feet in depth.
3. Rear Yard. Each park shall have a rear yard of at least fifteen (15) feet in depth.

F. Requirements for Individual Mobilehome Sites Within a Mobilehome Park.

1. Minimum individual site size shall be three thousand (3,000) square feet.
2. Each individual mobilehome site shall have a minimum width of thirty-five (35) feet.
3. Each mobilehome shall be set back at least five feet from the edge of any interior site roadway.

G. Height Limits. Height limits shall be those in the zone in which a mobilehome park is authorized.

H. Distance Between Buildings and Mobilehomes.

1. There shall be a minimum average distance between mobilehomes of twenty (20) feet; except that where placed end to end, the distance may be reduced by ten (10) feet.
2. There shall be a minimum distance between mobilehomes and accessory buildings of fifteen (15) feet.
3. There shall be a minimum distance between accessory buildings of ten (10) feet.

I. Usable Open Space.

1. A common recreational-leisure area shall be provided for each mobilehome park. Such recreational-leisure area shall be for the purpose of providing usable open space for the residents of the mobilehome park, and shall not be for the use of the general public.
2. The size of such recreational-leisure area shall be equal to at least four hundred (400) square feet for each mobilehome site. Cabanas, swimming pools, decks, game areas, and similar uses may be included in such an area.

(Prior code § 060.04)

(Ord. No. 1075, § 8, 6-10-15; Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

17.38.050 Nonresidential uses.

The Planning Commission shall approve the appropriate number, location, area requirements, access, parking, identification, and operating conditions for all institutional, recreational, commercial and health facilities in the planned unit development.

(Prior code § 060.05)

(Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

17.38.060 Special conditions and procedures.

In addition to the following special conditions and procedures for planned unit development, the Planning Commission may impose such other conditions as it deems necessary or desirable in carrying out the general purpose and intent of this section.

A. A conditional use permit obtained through procedures contained in this chapter and in Sections 17.74.010 through 17.74.050 of this title is required for any planned unit development.

B. Tract or Parcel Maps. A tentative tract or parcel map is required to be submitted to the planning director subsequent to approval of the application but may be filed with the application for a ~~zone change and~~ conditional use permit. However, if the property is located in a hillside area, the tentative tract or parcel map shall be filed concurrently with the application.

No building permit shall be issued for any building within a planned unit development, except for sales models, recreational buildings, or community facilities, unless a final tract or parcel map has first been recorded for the property on which the building or buildings are located.

C. Project Site Plans.

1. A preliminary project site plan is required to be filed with the application for planned unit development. Contour intervals shall be indicated for property in hillside areas. The site plan required by Section 17.62.010 shall, in addition to other requirements, indicate compliance with the provisions of this chapter.

2. Landscape Plans and List. A plan for landscaping all common area, including plant lists and sprinkler system, shall be approved by the planning director.

3. Phasing Plans. A progress plan delineating the various development phases, if more than one, and specifying a reasonable time allocation for each phase, shall be submitted, and made a condition of approval by the Planning Commission. No phase component shall have a residential density that exceeds by twenty (20) percent the proposed residential density of the entire planned unit development. The total area of common open space provided in each phase shall, at a minimum, be in the same proportion as in the entire development.

4. Highway Access. Each planned unit development shall be located on and have direct access to a major or secondary arterial or a collector street.

5. Utilities. All utility lines necessary to serve the development shall be installed underground.

6. Vehicular Access. The approved site plan shall indicate all vehicular access. In order to encourage inward orientation, increased living amenities, and variety and flexibility of parking areas, direct access to all dwelling units is not required. However, the planning director shall determine the property access system.

7. Specific Plan. The project plans for a planned unit development may be adopted as a specific plan amendment to the general plan.

D. Condominium Common Areas. Except for property dedicated to the City for inclusion within a public park, school site or park maintenance district, every owner of a dwelling unit or lot shall own as an appurtenance to such dwelling unit or lot, either an undivided interest in the common areas and facilities of the entire project or of the tract in which the ownership is located; or a share in the corporation, or voting membership in an association owning the common areas and facilities of the entire project or of the tract in which the ownership is located.

1. Management Agreement for Control and Maintenance of Common Areas. No lot or dwelling unit in the development shall be sold until a corporation, association, property owner's group or similar entity has been formed with the right to assess all the properties which are jointly owned with interests in the common areas and facilities in the entire development or in the tract which is a part of the entire development to meet the expenses of such entity, and with authority to control, and the duty to maintain, all of said mutually available features of the development or tract portion thereof. Such entity shall operate under recorded conditions, covenants and restrictions which shall include compulsory membership of all owners of lots and/or dwelling units, and flexibility of assessments to meet changing costs of maintenance, repairs, and services. The developer shall submit evidence of compliance with the requirement to the planning director. This condition shall not apply to land dedicated to the city and included in a park maintenance district or dedication to the city for other public purposes.

2. Maintenance. The right to maintain the buildings and use the property for a residential planned unit development as indicated on the approved revised site plan shall continue in effect only so long as all of the mutually available features, such as recreational areas, community buildings, and landscaping, as well as the general appearance of the premises and buildings are all well maintained.

3. Covenants.

   a. The provisions of subsections (C)(1) and (C)(2) of this section shall be included in the conditions, covenants, and restrictions applying to the property, which are recorded in the office of the county recorder, and copies of said provisions shall be furnished to the individual purchasers of units in the development.

b. The provisions of subsections (C)(1) and (C)(2) of this section shall also be in each of the preliminary and final drafts of the conditions, covenants, and restrictions submitted to the real estate commissioner.

E. Separate Lots. No portion of land within a residential planned unit development shall be divided in ownership unless it is first recorded as a separate lot on a recorded final tract or parcel map.

F. Sale of Lots or Units. No dwelling unit or lot shall be sold or encumbered separately from an interest in the common areas and facilities in the development which shall be appurtenant to such dwelling unit or lot. No lot shall be sold or transferred in ownership from the other lots in the total development, unless all approved community buildings, structures, and recreational facilities for the total development, or approved phase thereof, have been completed, or completion is assured, to the satisfaction of the planning director.

G. Nonconformities. All nonconformities existing prior to development of the project must be eliminated or alleviated to the satisfaction of the Planning Commission.

(Prior code § 060.06)

(Ord. No. 1204 , § 3(Exh. A.1), 7-26-23)

Chapter 17.60 DEVELOPMENT STANDARDS

17.60.010 Property development standards.

A. Intent and Purpose. The following general development standards are set forth in order to assure that property in the various zones of the city will be developed in a uniform and orderly manner which will promote the public health, safety, comfort, convenience, and general welfare. These development requirements shall be in addition to the property development standards set forth in each zone. In addition, the design standards established for single-family residential development in Chapter 17.19 (Supplemental Standards for Single-Family Residential Development shall apply.

B. Responsibility for Measurements. In measuring lot dimensions and other requirements, it shall be the responsibility of the property owner or his or her authorized agent to provide accurate dimensions and calculations. The submission of inaccurate dimensions or calculations which result in a lot or structure not complying with the requirements set forth in this chapter shall constitute a violation of this chapter, and any permits or approvals granted thereunder shall be void.

C. Lot Widths. Lot widths in residential zones shall vary according to the size of the lot, and shall be determined per the zone-specific standards in Chapters 17.10 to 17.18 and Chapters 17.22 to 17.35).

D. Yards.

1. Encroachments. Where yards are required in this chapter, they shall not be less in depth or width than the minimum dimensions specified in any part, and they shall be at every point open and unobstructed from the ground to the sky, except as follows:

   a. Outside stairways, porches, or landing places, if unroofed and unenclosed, may extend into a required side yard for a distance of not to exceed three feet or into the required rear yard a distance not to exceed five feet.

   b. Awnings, cornice trims, eaves, decks, railings, stoops, and landings, and similar architectural features may encroach two feet into a required front, side, or rear yard. Awnings projecting from the side elevation of a residential structure and constructed for the purpose of sheltering a vehicle, trailer, or golf cart may encroach into the residential side yard setback with no setback requirement.

2. Through Lot Regulations. On through lots either separating such lot from a public thoroughfare may be designated as the front lot line. In such cases the minimum rear yard shall be the average of the yards required on lots next adjoining.

3. Fences, Walls in Yards. Fences or walls not exceeding six feet in height may occupy any portion of a side or rear yard. In a residential single-family zone, where any such fence or wall projects beyond the front yard line or setback toward the front property line it shall not be more than six feet in height if it is of wrought iron, or other such material; provided that such material does not obscure the view to the front ~~lawn~~ yard through the fence.

   a. Walls and low silhouette plants such as hedges, and other flora along front yard property lines must be approved by city staff and shall not be more than thirty (30) inches in height.

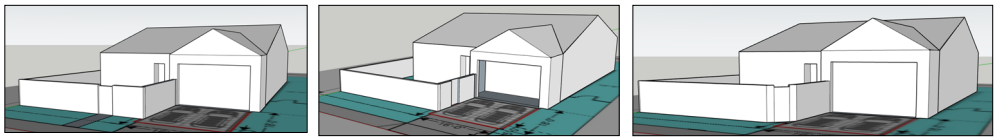
   b. Fences and walls shall not extend beyond the property line.

   c. Any front yard wall that obscures view to the front lawn shall be built as a courtyard not be more than six feet in height, built with a pedestrian entrance, include a wall return to the front façade

of the residence and along the side property line, record a front yard landscape maintenance agreement and subject to the following findings:

1. The design of the fence or wall, including architectural style, materials, and colors, is compatible with the main dwelling and conforms with pedestrian gate orientations depicted in figure 1.
2. The materials are of good and durable quality.
3. High quality landscaping is proposed in the parkway between curb and front wall.
4. The design will not be detrimental to the health, safety and general welfare of the community in the vicinity of the project site.

Figure 1: Front, Corner and Side-facing courtyard pedestrian entrances.



d~~c~~. There shall be no visual obstructions which would interfere with intersection visibility from a corner setback area. In the corner property radius area any fence shall not be more than six feet in height provided it does not cause visual obstruction. In the corner property radius area, visual obstructions are hereby defined as any wall, obstacle mature landscaping or thing allowed, installed, set out or maintained which obscures intersection visibility.

e~~d~~. Notwithstanding the above provisions, existing walls and fences shall be permitted to remain unless and until the property owner applies for a building permit to reconstruct, remodel or otherwise perform any construction activity upon the property; at such time any walls or fences shall be brought into compliance with subsections (D)(3)(a) through (c) of this section, as a condition of obtaining such building permit.

f~~e~~. In residential districts the use of razor, chain-link, or barbed wire is prohibited. Precision concrete block shall not be used unless exterior surfaces visible from the outside of the property are covered by stucco, paint, or texture coating as approved by the community development director.

g~~f~~. Maintenance. All walls and fences shall be continuously maintained in good repair. The property owner shall be provided thirty (30) days after receiving notice from the city to repair a wall or fence. The building official may grant an extension for the repair of the wall or fence.

4. Landscaping.

a. Except where otherwise provided, required yards and setback areas shall be landscaped with lawn, trees, shrubs, or other plant materials and shall be permanently maintained in a neat and orderly manner as a condition to use. Decorative rock may be used for landscaping in a manner incidental and accessory to the required lawn, trees, shrubs, or other plant materials. Fountains, ponds, sculpture, planters, walkways, flagpoles for display of national, state, city or company ensigns only, light standards, and decorative screen-type walls, forty-two (42) inches or less in height, where an integral part of a landscaping scheme comprised primarily of plant materials are permitted. Entrance and exit drives and walks may be provided into parking areas. Said drives shall not exceed thirty (30) feet in width for each curb opening.

b. Where walls are required between nonresidential and residential zones, no landscaping zones, no landscaping shall be required.

c. Additional standards as established in zone-specific standards (Chapters 17.10 to 17.18 and Chapters 17.22 to 17.35) and Chapter 17.19 (Supplemental Standards for Single-Family Residential) also apply.

5. Measurement. The depth of all required yards which abut a street or highway shall be measured from the street or planned highway right-of-way line, as specified in Section 17.66.010 of this title.

E. Distance Between Buildings. Encroachment into required distances between buildings are permitted as specified for encroachments into yards in subsection D of this section.

F. Accessory Structures. The following regulations shall apply to accessory structures in residential zones:

1. Accessory structures detached from the main dwelling, may not occupy a required front yard, side yard, or corner side yard, except as provided herein.

2. An accessory structure may occupy a required rear yard provided it is at least five feet from any interior property line, and a minimum of ten (10) feet from any street property line.

3. An accessory structure may be a maximum of fifteen (15) feet in height and no more than one story in height, or as provided by the specific zone standards.

4. An accessory structure in the rear yard is limited to a maximum size of four hundred (400) square feet or thirty (30) percent of the size of the main dwelling, whichever is greater. Interior partitions are not allowed within accessory structures. Kitchens and full bathrooms are not allowed inside of any accessory structure.

5. Except for side loaded garages, the wall planes or sides of an accessory structure must be a minimum of ~~ten~~ five (5~~10~~) feet from the sides or wall planes of any other structure, measured at right angles from the wall plane or sides of the accessory structure. The corner of an accessory structure may be no closer than five feet from the corner of any other structure, provided the wall planes or sides of both structures comply with the distance requirements specified in this subsection.

6. Accessory structures on a site may not cover more than fifty (50) percent of the required rear yard setback area.

7. Pools and spas may encroach into any required side or rear yard provided they are at least five feet from any property line. Pools and spas may ~~not~~ occupy a required front yard subject to construction of a courtyard with front yard wall of six (6) feet in height and that the pool and spa is at least five feet from any property line.

8. Mechanical and pool equipment may ~~not~~ occupy a required front yard serving a front yard pool or spa and located a minimum setback of three feet from any property line.

9. Mechanical and pool equipment may occupy a required side yard or corner side yard provided a minimum setback of three feet is provided from any property line.

10. Mechanical and pool equipment may occupy a required rear yard provided a minimum setback of twelve (12) inches is provided from any property line and provided a minimum distance of three feet is provided from any other structure.

11. On lots under seven thousand two hundred (7,200) square feet, an attached patio cover may encroach into a required rear yard provided a minimum setback of ten (10) feet is provided. On lots under six thousand five hundred (6,500) square feet, an attached patio cover may encroach into a required side yard or corner side yard provided a minimum setback of five feet is provided.

12. One freestanding arbor or trellis, up to twelve (12) feet in height and open on all sides, may encroach into a required front yard, provided no more than five percent of the required yard area is covered with the arbor or trellis.

13. Driveway Trellis: A trellis intended to serve as a canopy for parked vehicles on a single-family dwelling driveway within the required front yard setback for single-family dwellings constructed prior to year 2000 shall comply with the following:

a. The maximum height of the structure may be up to twelve (12) feet and open on all sides.

b. May not exceed 60% of the total driveway area or 400 square feet in coverage area, whichever is less.

c. Must be setback at least five (5) feet from side property lines, and may not encroach into the public right of way.

d. The structure shall be new construction consistent with conceptual canopy structure drawings on file with the Planning Director and constructed with materials that are consistent with the primary dwelling, including roofing materials and colors. Prefabricated structures are not permitted.

e. The structure should include features that enhance the visual appeal, such as decorative columns or trim, and must not detract from the neighborhood's character.

f. All structures must comply with local building codes.

g. If the structure falls into disrepair, the property owner must either repair or remove it to maintain neighborhood standards.

h. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to properties or improvements in the vicinity.

i. The garage has not been converted into an accessory dwelling unit (ADU) or living space for the primary dwelling unit.

14~~3~~. Carports may be allowed in a required rear yard of any single-family residential site provided they are accessible through an approved driveway that is at least eleven (11) feet clear in width. All vehicles parked in a carport must be architecturally screened from view to the street, and located behind an opaque metal gate at least six feet in height.

15~~4~~. A detached garage or carport must be a minimum of twenty (20) feet from any street property line if front loading. Side-loaded garages may be twelve (12) feet from the street line. Carports must provide a minimum of ten (10) feet from any corner street line.

16~~5~~. An attached carport accessed from the corner street must be at least fifteen (15) feet from the rear property line.

G. Trailers Outside Camps. It shall be unlawful for any person to keep or maintain, or to permit to be placed, kept or maintained, any trailer coach being presently used or being intended for present use for human habitation upon any lot, piece or parcel of land within the city, except in a trailer camp or when all of the following regulations and conditions have been complied with:

1. Such trailer coach shall be kept or maintained at the rear of a private residential building, other than an apartment house or hotel.

2. Such trailer coach shall not be placed closer than ten (10) feet to any building or closer than five feet to any property line other than a public street or alley line.

3. Such trailer coach shall be used only for sleeping quarters, and none of the sanitary and cooking facilities in such trailer coach shall be used.

4. Such trailer coach shall not be kept or maintained for sleeping purposes as permitted herein for more than three successive nights in any successive ninety (90) days.

~~H. Accessory Dwelling Units.~~

1. Purpose. The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22. Notwithstanding any conflicting regulations in this title, the regulations in this subsection shall supersede and be applicable to the new construction of ADUs and JADUs, and the conversion of existing structures for said purpose, in the city's residential and agricultural zones.

2. Effect of Conforming. An ADU or JADU that conforms to the standards in this section will not be:

   a. Deemed to be inconsistent with the city's general plan and zoning designation for the lot on which the ADU or JADU is located.

   b. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.

   c. Considered in the application of any local ordinance, policy, or program to limit residential growth.

   d. Required to correct a nonconforming zoning condition, as defined in subsection (3)(g) below.

3. Definitions. As used in this section, terms are defined as follows:

   a. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

      1) An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and

      2) A manufactured home, as defined by Section 18007 of the California Health and Safety Code.

   b. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

   c. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

   d. "Efficiency kitchen" means a kitchen that includes each of the following:

      1) A cooking facility with appliances.

      2) A food preparation counter or counters that total a minimum of fifteen (15) square feet in area.

      3) Food storage cabinets that total a minimum of thirty (30) square feet of shelf space.

   e. "Junior accessory dwelling unit" or "JADU" means a residential unit that

      1) is no more than five hundred (500) square feet in size,

      2) is contained entirely within an existing or proposed single-family structure,

      3) includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and

      4) includes an efficiency kitchen, as defined in subsection (3)(d) above.

   f. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

g. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

h. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

i. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

j. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

k. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

4. Approvals. The following approvals apply to ADUs and JADUs under this section:

a. Building-permit Only. If an ADU or JADU complies with each of the general requirements in subsection (e) below, it is allowed with only a building permit in the following scenarios:

1) Converted on Single-family Lot: Only one ADU or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

(i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to one hundred fifty (150) additional square feet if the expansion is limited to accommodating ingress and egress.

(ii) Has exterior access that is independent of that for the single-family dwelling.

(iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

2) Limited Detached on Single-family Lot: One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection (4)(a)(1) above, if the detached ADU satisfies the following limitations:

(i) The side- and rear-yard setbacks are at least four-feet.

(ii) The total floor area is eight hundred (800) square feet or smaller.

(iii) The peak height above grade is sixteen (16) feet or less.

3) Converted on Multifamily Lot: Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, and up to twenty-five (25) percent of the existing multifamily dwelling units may each have a converted ADU under this paragraph.

4) Limited Detached on Multifamily Lot: No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:

(i) The side- and rear-yard setbacks are at least four-feet.

(ii) The total floor area is eight hundred (800) square feet or smaller.

b. ADU Permit.

1) Except as allowed under subsection (d)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections (e) and (f) below.

2) The city may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the city's ADU ordinance. The ADU-permit processing fee is determined by the planning director and approved by the city council by resolution.

c. Process and Timing.

1) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.

2) The city must act on an application to create an ADU or JADU within sixty (60) days from the date that the city receives a completed application, unless either:

(i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or

(ii) In the case of a JADU and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the city may delay acting on the permit application for the JADU until the city acts on the permit application to create the new single-family dwelling, but the application to create the JADU will still be considered ministerially without discretionary review or a hearing.

5. General ADU and JADU Requirements. The following requirements apply to all ADUs and JADUs that are approved under subsections (4)(a) or (4)(b) above:

a. Zoning.

1) An ADU or JADU subject only to a building permit under subsection (4)(a) above may be created on a lot in a residential or mixed-use zone.

2) An ADU or JADU subject to an ADU permit under subsection (4)(b) may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

b. Fire Sprinklers. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

c. Rental Term. No ADU or JADU may be rented for a term that is shorter than 30 days.

d. No Separate Conveyance. An ADU or JADU may be rented, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

e. Septic System. If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten (10) years.

f. Owner Occupancy.

1) All ADUs created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the ADU was created.

2) An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.

3) All ADUs that are created on or after January 1, 2025 are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.

4) All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

g. Deed Restriction. Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the county recorder's office and a copy filed with the planning director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the city and must provide that:

1) The ADU or JADU may not be sold separately from the primary dwelling.

2) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.

3) The deed restriction runs with the land and may be enforced against future property owners.

4) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the director, providing evidence that the ADU or JADU has in fact been eliminated. The director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the director's determination consistent with other provisions of this code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.

5) The deed restriction is enforceable by the director or his or her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

6. Specific ADU Requirements. The following requirements apply only to ADUs that require an ADU permit under subsection (4)(b) above.

a. Maximum Size.

1) The maximum size of a detached or attached ADU subject to this subsection (6) is eight hundred fifty (850) square feet for a studio or one-bedroom unit and one thousand (1,000) square feet for a unit with two bedrooms. No more than two bedrooms are allowed.

2) An attached ADU that is created on a lot with an existing primary dwelling is further limited to fifty (50) percent of the floor area of the existing primary dwelling.

3) Application of other development standards in this subsection (6), such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, or open-space requirements may require the ADU to be less than eight hundred (800) square feet.

b. Floor Area Ratio (FAR). No ADU subject to this subsection (6) may cause the total FAR of the lot to exceed forty-five (45) percent, subject to subsection (6)(a)(3).

c. Lot Coverage. No ADU subject to this subsection (6) may cause the total lot coverage of the lot to exceed fifty (50) percent, subject to subsection (6)(a)(3).

d. Minimum Open Space. No ADU subject to this subsection (6) may cause the total percentage of open space of the lot to fall below fifty (50) percent, subject to subsection (6)(a)(3) above.

e. Height.

1) A single-story attached or detached ADU may not exceed sixteen (16) feet in height above grade, measured to the peak of the structure.

2) A second story or two-story attached ADU may not exceed the height of the primary dwelling.

3) A detached ADU may not exceed one story.

f. Passageway. No passageway, as defined by subsection (c)(8) above, is required for an ADU.

g. Parking.

1) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined in subsection (3)(k) above. The parking space may be provided in setback areas or as tandem parking, as defined in subsection (3)(k) above.

2) Exceptions. No parking under subsection (6)(g)(1) is required in the following situations:

(i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection (3)(j) above.

(ii) The ADU is located within an architecturally and historically significant historic district.

(iii) The ADU is part of the proposed or existing primary residence or an accessory structure under subsection (4)(a)(1) above.

(iv) When on-street parking permits are required but not offered to the occupant of the ADU.

(v) When there is an established car share vehicle stop located within one block of the ADU.

3) No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

h. Architectural Requirements.

1) Exterior building materials and colors of the exterior walls, roof, and windows and doors shall match the appearance and architectural design of those of the primary dwelling.

2) The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

3) The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.

4) ~~The ADU must have an independent exterior entrance, apart from that of the primary dwelling. The ADU entrance must be located on the side or rear building façade, not facing a public-right-of-way.~~

5) ~~The interior horizontal dimensions of an ADU must be at least ten (10) feet wide in every direction, with a minimum interior wall height of seven feet.~~

6) ~~Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.~~

i. ~~Landscape Requirements.~~

1) ~~Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:~~

a) ~~At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten (10) linear feet of exterior wall.~~

b) ~~For a ground-level ADU, plant specimens must be at least six feet tall when installed. As an alternative, for a ground level ADU, a solid fence of at least six feet in height may be installed.~~

c) ~~For a second-story ADU, plant specimens must be at least twelve (12) feet tall when installed.~~

2) ~~All landscaping must be desert-friendly and water-efficient plantings and irrigation systems.~~

7. ~~Fees.~~

a. ~~Impact Fees.~~

1) ~~No impact fee is required for an ADU that is less than seven hundred fifty (750) square feet in size.~~

2) ~~Any impact fee that is required for an ADU that is seven hundred fifty (750) square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (e.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.) "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.~~

b. ~~Utility Fees.~~

1) ~~Converted ADUs and JADUs on a single-family lot, created under subsection (4)(a)(1) above, are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required unless the ADO or JADU is constructed with a new single-family home.~~

8. ~~Nonconforming ADUs and Discretionary Approval. Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections (1) through (7)(b) of this section may be allowed by the city with a conditional use permit, in accordance with Chapter 17.74 of this title.~~

(Ord. 984 § 1, 2007; prior code § 070.07)

(Ord. No. 1075, §§ 10, 11, 6-10-15; Ord. No. 1150, Exh. A, 12-11-19; Ord. No. 1204, § 3(Exh. A.1), 7-26-23)

Chapter 17.70 ADMINISTRATION GENERALLY

17.70.010 Public agencies.

There are various agencies and public officers concerned with the administration and implementation of this chapter. Their powers, duties and procedural rules are described more fully in this code and in the policy statements of the respective departments themselves. To lessen the public's need to search all these sources, the following sections relate to the principal statements and functions of those agencies and persons, with respect to this chapter.

(Prior code § 080.01)

17.70.020 City planning commission.

A. Authority—General. The city planning commission shall advise and recommend to the city council, planning director, municipal departments and agencies with respect to city planning and related activities and legislation. On matters of policy, it shall direct and supervise the planning director in the execution of his or her various powers and duties. It shall perform such other functions as are set forth elsewhere in Chapters 2.32 through 2.40 and Chapter 2.48 of this code, or as specified by ordinance.

B. The planning commission shall have and exercise the following powers:

1. To review and determine appeals where it is alleged there is error or abuse of discretion in any order, requirement, decision, interpretation or other determination made by the zoning administrator.
2. To review and determine such other appeals as may be delegated to it by ordinance.

C. Authority—Specific. The planning commission has original jurisdiction over the following procedures:

1. Amendment to change the text of the ordinance.
2. Change or establishment of zones.
3. Zone boundary adjustments.
4. Change or establishment of combination districts.
5. Change or establishment of planned street lines and building lines.
6. Uses and structures permitted subject to conditional use permit by the planning commission.
7. Referrals—Land for public use or disposal.
8. General plan approval or amendments to the general plan.
9. Attachment or removal of temporary classifications, (e.g. "T", Tentative Improvement.)
10. Review of plans subject to architectural review, except as provided in Section 17.16.020, 17.16.030, and 17.56.010(J)f regarding director reviews.

D. Reserved.

(Prior code § 080.02)

(Ord. No. 1075, § 12, 6-10-15)

17.70.030 Planning director.

The planning director under the direction of the city manager, shall have the following powers and duties, subject to supervision and direction by the city council and planning commission as to matters of policy:

A. He or she shall prepare the general plan of the city and any extensions and modifications thereto.

B. He or she shall prepare all proposed zoning regulations and requirements, including the necessary districts or zones in connection therewith, and he shall prepare all maps, charts and diagrams which may be necessary or advisable in the making of such zoning regulations.

C. He or she shall make investigations and report on the design and improvements of all proposed divisions of land.

D. He or she shall investigate and make recommendations upon applications for those conditional use permits specified by ordinance for their jurisdiction or any similar administrative determination required by this chapter.

E. Subject to the provisions of this chapter, he or she shall investigate and make a recommendation upon applications for variances from the regulations and requirements of the chapter.

F. He or she shall determine, pursuant to procedures and limitations provided in this chapter, the proper classification of those uses not specifically listed in such ordinance.

G. He or she may adopt such rules as deemed necessary to carry out this Title and which are not in conflict or inconsistent therewith.

H. He or she may determine by interpretation the status and conditions of nonconformities, or may permit minor extensions under site plan approval or under certain conditions and limitations.

I. He or she shall have such additional powers and duties as may be imposed upon him by ordinance, or as may be assigned by the city manager.

(Prior code § 080.03)

(Ord. No. 1087, § 1, 5-25-16)

17.70.040 Reserved.

Editor's note(s)—Ord. No. 1087, § 2, adopted May 25, 2016, repealed former § 17.70.040 in its entirety which pertained to the office of zoning administration and derived from prior code, § 080.04.

17.70.050 General rules for processing applications.

A. Initiation. Applications to initiate consideration of planning and zoning matters may be made by a variety of persons or agencies, such as owners, bona fide lessees, the city planning commission or the city council. The specific types of are listed under the applicable procedures.

B. Applications—Form and Content.

1. Applications shall be made on a form prepared by the agency having jurisdiction. Additional verified information may also be required in accordance with provisions of this chapter and rules established by the authorized agency.

2. Applications shall be filed in person at the public counter of the department and must include payment of required filing fees.

C. Applications—Required Plan or Maps.

1. Applications may require inclusion of a zoning and land use map plus a verified list of property owners that are shown upon the records of the county assessor to be within the area of required notification. Specific requirements shall be as shown on the application and the requirements of notification.

2. Sets of plot plans of the property and tentative plans for any proposed building construction or structural changes may also be required. Photographs and other descriptive material are generally recommended.

D. Withdrawal of Application. Any applicant may withdraw an application at any time, provided the withdrawal is in writing and notification of public hearing has not been mailed. Any public hearing for which notification has been given shall be held, after which the withdrawal in writing of the application may be approved. If the withdrawal is accepted, the application shall be deemed null and void.

E. Public Hearings.

1. A public hearing is a session to receive original evidence or testimony on applications regulated by this chapter. These, when required, are held by the planning commission or city council, depending on the type of case involved.

2. The planning commission and city council meet in regularly scheduled sessions to discuss and rule on planning and zoning matters. At these public meetings, they may hear original evidence or testimony on applications where permitted or not prohibited by this chapter. In such cases, the meeting is also a public hearing.

3. Public hearings on matters under planning commission jurisdiction are generally conducted by a member of the planning department staff who shall investigate and prepare a report for the commission. The commission may conduct the public hearing if it so elects.

F. Notification of Public Hearing. A public hearing shall require notification of the time, place and purpose of the hearing in one or more of the ways listed below and as noted by reference under the specific procedure. Written notice provided in the ways listed below shall be provided in English and Spanish, or in such other language as may be required by law. Failure to provide written notice in any language other than English shall not affect the validity of any notice provided hereunder.

1. Newspaper. by at least one publication in a newspaper of general circulation in the city not less than ten (10) days prior to the date of the hearing.

2. Written Notice to Applicant and Surrounding Owners. By mailing written notice not less than twelve (12) days prior to the date of such hearing to the applicant and owners of all property within a three hundred-foot radius from the subject property. However, in the case of wireless communication facility applications under Chapter 17.86, the radius shall be five hundred (500) feet. Where seventy-five (75) percent or more of the property within the three hundred-foot or five hundred-foot radius is owned by the applicant, or is in public ownership, notification shall include all adjacent property owners.

3. Written Notice to Applicant and Adjacent Property Owners. By mailing written notice not less than twelve (12) days prior to the date of such hearing to the applicant and adjacent property owners or other persons on request.

4. Written Notice for Applications Governing Public Facilities. By written notice to the applicant not less than twelve (12) days prior to the date of such hearing. Additional notice to adjacent or surrounding residents is at the option of the agency having jurisdiction.

5. Posting. Posting of notification may be required for building line and planned street line procedures or for other cases at the discretion of the responsible agency. Upon written request of the agency having jurisdiction, an agent of the superintendent of public works shall post notices of public hearings not

less than twelve (12) days before the event. At least three notices, not more than three hundred (300) feet apart, shall be posted in front of each block or part of a block affected by the public hearing.

6. Notification of Subsequent Hearings. Notice of subsequent public hearings may be given at each preceding meeting, but additional written notice is not required.

G. Combined Procedures. The planning commission may hear or consider simultaneously multiple proposals for any matter under its jurisdiction if the procedural questions refer to the same property or to adjoining property under the same ownership.

1. If in such cases, only one notification of public hearing need be given concerning the proposals and all matters may be considered at one public hearing.

2. The property owners to be notified shall be the same ones that would be notified if each procedure was handled separately. Where time limits differ, the longer time periods shall govern.

3. If the planning commission approves either or all of the proposals under consideration, a recommendation or ordinance in conformity therewith shall be presented to the city council for required action or adoption concurrently.

4. The city council may also hear or consider simultaneously multiple proposals for any matter under its jurisdiction, if the procedural questions refer to the same property or to adjoining property under the same ownership. It is subject to rules of notification similar to those of the planning commission, where applicable.

H. Procedure for Conduct and Recordation of Public Hearing. Whenever a public hearing is conducted to receive original evidence or testimony, a written report and summary of the pertinent points presented at the hearing or a written determination, where applicable, shall be prepared by the person conducting the hearing.

1. Oaths. All testimony and statements of fact received at public hearings may be under oath.

(Prior code § 080.20)

(Ord. No. 1026, § 4, 1-12-11; Ord. No. 1176, § 2, 4-28-21)

17.70.060 Recommendations and determinations.

A. Findings. Each recommendation or determination shall be supported by written findings showing specifically how the recommendation or determination meets the criteria and requirements set forth in this chapter.

B. Record and Notice of Determination. The written findings and determination shall be attached to the file. A copy of the determination shall be mailed or delivered to the applicant, and where applicable to the building department. Additional copies may be sent to other interested parties on request.

(Prior code § 080.21)

17.70.070 Failure to act—Definition.

Failure to act by the planning commission within the specified time periods shall include a tie vote, inability to obtain a quorum, inability to obtain three concurring votes, nonperformance, or refusal to take action.

(Prior code § 080.22)

17.70.080 Appeals.

A. Procedure—Appeal.

1. An appeal shall stay all proceedings in furtherance of the action appealed from, pending its determination.

2. Before granting an appeal in whole or in part, the appeal body shall make written findings. First, setting forth specifically wherein there was error or abuse of discretion in the original determination; and secondly, making those findings required to support any new or revised determination of the matter. A determination on appeal shall be a de novo hearing based upon the evidence and testimony introduced at any previous hearing or hearings and the subsequent record, findings and recommendations or determinations.

3. If the appeal body fails to render a decision, the prior decision made at the lower level shall be the final decision.

B. Time Limit—Applicant's Filing of Appeal. Any valid appeal shall be filed by the applicant within fifteen (15) days after the date on which ~~notice of the determination was mailed~~ the decision being appealed was rendered, except that when the final day for filing an appeal falls on a Saturday, Sunday or legal holiday, the time for filing such appeal shall be extended to the close of business on the next succeeding working day. ~~Mailing of notice shall be as expeditious as practicable.~~

C. "Call-Up Appeal Procedure. Not later than fifteen (15) days after the date on which ~~notice of the determination was mailed~~the decision being appealed was rendered, the City Council or Planning Commission may "call-up" an action and decide to hear it on appeal, if it is the next direct level of appeal for a particular matter. "Calling-up" an action for appeal shall not require an application from the applicant, but shall require the written direction of at least two members of the city council or planning commission, whichever is applicable. Upon receipt of such written direction, staff shall process the appeal in the same way as an applicant-filed appeal.

(Prior code § 080.23)

(Ord. No. 1087, § 3, 5-25-16)

17.70.090 Calculation of time limit periods.

For the purpose of determining time limits applicable to procedures for appeal or transfers of jurisdiction, the last day of the prescribed period for filing the appeal or request shall be considered to be the first day of the proceedings.

(Prior code § 080.24)

17.70.100 Conformance to general plan.

A. All matters governed by this chapter shall substantially conform to the purposes, intent or provisions of the general plan. If any action of the planning commission or city council does not conform to the general plan, the recommendations and findings of the commission or council must contain valid reasons based upon sound planning and zoning principles and practices, for not conforming therewith.

B. Proposed zone changes have considerable potential influence on the effectuation of the general plan. Any recommendations for such changes if found to be not in conformance with the general plan and its phasing,

should not be permitted unless it is also found in writing wherein the general plan is in error or in need of change.

C. Long-Term Zone Districts—Conservation. To ensure the effectuation of the general plan, the city council may designate by ordinance, following recommendations by the planning commission, specific areas of the city where changes of zone from one classification to another classification of greater intensity shall not be permitted for a period of at least twenty (20) years. Such districts shall be subject to review at the call of the city council, every five years.

(Prior code § 080.25)

17.70.110 Zoning of annexed or unzoned areas.

A. All land or territory annexed to the city after the effective date of the ordinance codified in this chapter shall be immediately classified in the RA-ET zone unless the city council specifically determines otherwise by ordinance. The council may establish specific zoning by ordinance for land or territory to be annexed. Such an ordinance may be adopted concurrently with the annexation. Unless such specific zoning is established by ordinance, the zoning map shall be amended so as to indicate what land or territory is annexed as RA-ET, without additional proceedings.

B. Any land or territory in the city which is not indicated on the zoning map as being in any zone, shall be construed as being classified in the same zone as that existing on the side of the street opposite said land or territory, and the zoning map is amended to indicate said zone without additional procedure.

C. Where uncertainty exists as to the zone indicated on the map, such zone shall be determined by the planning commission by written decision.

(Prior code § 080.26)

17.70.120 Minor modifications.

A. Notwithstanding any provision of this Chapter 17.70 or Chapter 17.76 to the contrary, when the strict application of the zoning code results in practical difficulties or unnecessary hardships with respect to a particular piece of property which is not enjoying the privileges commonly enjoyed by other properties in the same vicinity and zone, where there are unique circumstances applicable to the site that merit some relief from zoning development standards and the deviation does not create an adverse impact on the surrounding neighborhood, and when it is in the public interest, the planning director may consider and render decisions on minor modifications in the provisions of this title, limited to the items listed below. No publishing, posting or mailing of notice is required, nor is a public hearing required.A minor modification permit is to provide for minor deviations from specific development standards of any zoning district.

B. Applicability. A minor modification permit may be approved by the planning director for deviations from a numerical development standards of any zoning district of up to ten percent (10%), except deviations from residential front yard hardscape coverage standards. Up to four (4) modifications per parcel shall be allowed and any minor modification decisions shall be reported to the Planning Commission and are subject to call-up appeal procedure.

1. Reduction of minimum lot area and/or lot dimensions, by not more than twelve (12) percent for up to twenty (20) percent of the lots in a subdivision. However, such modifications are not permitted for lot area in the R-O 6000 zone, and the dwelling unit on such a lot shall meet all setback and coverage requirements.

2. Reduction in front, side or rear yard setback by not greater than ten percent of code-required minimum.

3. Increase in fence height not greater than ten percent above code-required maximum.

4. Reduction in required off-street parking, by not greater than five percent of code-required minimum.

5. Increase in building height not greater than five percent above code-required maximum.

6. Modification of allowable sign area not greater than ten percent above Code-required maximum.

7. Modification of allowable paving and hardscape in the front yard of residential zones not greater than ten percent above code-required maximum.

8. Modification of allowable size of accessory structure not greater than ten percent above code-required maximum, and minimum distance between accessory structures and other buildings not greater than ten percent of code-required minimum, in the residential zones.

C. Approving authority. Minor modifications shall be administratively reviewed by the planning director unless combined with another application which requires approval by the planning commission or city council. The director shall, not later than sixty (60) days from receipt of a complete application, render a decision and prepare written findings as to whether the minor modification meets the criteria of this section and notify the applicant by first class mail. The director may deny, approve or approve the minor modification with conditions to protect the surrounding area.

D. Required Findings. The following findings shall be made by the decision-making authority prior to approval of a minor modification permit:

1. The proposed project will not be in conflict with, but will be in harmony with and in accordance with the objectives of the general plan.

2. The proposed project complies with the zoning regulations.

3. Processing and approval of the permit application are in compliance with the requirements of the California Environmental Quality Act.

4. Approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to properties or improvements in the vicinity.

5. The proposed project is located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area.

E. Appeals. Appeals to decision of minor modifications shall be reviewed pursuant to Section 17.70.080.

The director shall, not later than sixty (60) days from receipt of a complete application, render a decision and prepare written findings as to whether the minor modification meets the criteria of this section and notify the applicant by first class mail. The director may deny, approve or approve the minor modification with conditions to protect the surrounding area.

(Prior code § 080.65)

(Ord. No. 1087, § 4, 5-25-16)

17.70.130 Applicant Requests to Change Approved Applications.

Projects shall be developed in conformity with project approvals. If the applicant wishes to modify the project, as approved, the applicant shall submit revised plans and any other applicable information to the City for review by the Planning Director. The Director shall make one of the following determinations regarding the request:

1. Minor Modifications. If the Director determines that the modifications are minor the modification may be approved administratively.
2. Significant Modifications. If the Director determined that the modification is significant to warrant discretionary review then the modifications shall be referred to the final decision-making authority for the original project. Changes to original project conditions of approval added or modified by the decision-making authority during the original project approval shall be considered significant modifications and require discretionary review by the final decision-making authority.

Chapter 17.72 ARCHITECTURAL REVIEW

17.72.010 Architectural review.

A. Intent and Purpose. To provide flexibility in the placement and interrelationship of structures and uses subject to architectural review; to provide for the implementation of sound site plan design concepts while maintaining the overall intensity of land use and density of population; to review the site plan of those uses which are not intrinsically objectionable to the predominant use category of the district, but which have inherent characteristics which, if not properly handled, have potentials for becoming detrimental to the health, safety, or general welfare of the public, or to neighboring land uses; to determine whether or not a proposed development will properly comply with the architectural guidelines of the city and the provisions and development standards required by this chapter or as prescribed by the planning director, or other authorized agent; to improve the quality of development and to provide a mechanism whereby the city can insure well-designed development.

B. Submission of Site Plan. Any use, development of land, structure, building or modification of standards requiring the submission of a site plan for architectural review shall not be established, modified or otherwise altered. No certificate of occupancy shall be issued until all of the requirements of this section have been met. Continued conformance with such a plan and such requirements shall be a condition of any certificate of occupancy.

C. Required Plans or Documents.

1. A site plan for any use, development of land, structure, building or modification of standards that involves architectural review.

2. Such other forms or documents as are necessary to determine compliance with the provisions of this chapter or any conditions that the planning director or planning commission may impose in granting an approval of the requested use, development or modification.

D. Application Forms.

1. The planning director shall prescribe the form for applications and site plans, and the information to be included in the required site plan for architectural review.

E. Required Information. Applications involving architectural review shall contain site plans as set forth in Section 17.62.010.

1. Projects Subject to Pre-Application Review. All projects subject to pre-application review, pursuant to Section 17.77.020, shall complete the pre-application review process prior to submitting a formal development application. A copy of the pre-application review written report shall be submitted along with the application for architectural review.

F. Approving Authority and Basis for Approval of Architectural Review.

1. The director shall be the decision-making authority for the following projects:

a. ~~For Architectural Review involving (i) Not more than three~~New single family residences not exceeding three total units.~~pursuant to Section 17.16.030(C) and new one-family and two-family dwelling units pursuant to Section 17.18.030F1 (ii)~~

b. F~~f~~ive hundred (500) square feet of new multifamily residential square footage or less ~~or (iii)~~

c. New ~~two thousand (2,000) square feet of new~~ commercial/industrial projects of no more than two thousand (2,000) square feet.~~ootage or less, the planning director shall be the reviewing and approval authority. For all other architectural review, the planning commission shall be the approving authority.~~

d. New building construction, remodels, and landscape plans within an approved specific plan with architectural design standards.

2. The planning commission shall be the approving authority for all other architectural review.

3~~2~~. Development to comply with provisions of this chapter. Every use, development of land and application of development standards shall take place in compliance with all applicable provisions of this chapter.

4~~3~~. Compatibility with neighboring property. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, insure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan.

G. *Reserved.*

H. Action Upon Site Plans. The planning director or planning commission, whichever is applicable, acting upon any site plans offered for review as provided in this chapter, shall either:

1. Approve; or,

2. Approve with modification and conditions; or,

3. Disapprove the proposed site plan, development or modification as requested in the application.

I. Findings. Each determination granting architectural review approval shall be supported by written findings of fact showing how the determination meets the following criteria and requirements:

1. The proposed project is consistent with the General Plan;

2. The proposed project complies with zoning regulations;

3. The proposed project is consistent with the City's Design Guidelines;

4. The proposed development will not be detrimental to the public health, safety, or welfare, or materially injurious to properties and improvements in the vicinity; and

5. The proposed project is located, designed, constructed, operated and maintained so as to be compatible with the existing or intended character of the general vicinity and shall not change the essential character of the same area.~~I~~

J. Notice of Action on a Site Plan.

1. Notification to the Applicant. The planning director shall notify the applicant by mail of the action taken on the application.

2. Appeal. In the event the applicant does not agree with the action taken on a site plan by the planning director or planning commission, he may appeal such decision (to the planning commission if a decision of the planning director, and to the city council if a decision of the planning commission). Such appeal shall be filed within fifteen (15) days after the date on which the determination was mailed. The decision of the city council shall be final.

K~~J~~. Expiration of Architectural Approval.

1. Architectural approval shall expire two (2) years from approval unless the applicant has: obtained a building permit; paid all applicable fees; commenced construction; and is diligently pursuing completion. A cessation of construction for a period of more than thirty (30) consecutive days shall be presumed to be nondiligent.
2. The architectural review approval that has been granted, but not been exercised within two years, may be renewed for three one-year time extensions only if an application stating reasons for renewal is filed with the planning director at least ten (10) days prior to one two years after the effective date of the architectural review approval. The original approving authority for the architectural review (planning director or planning commission) shall render a decision regarding an extension. In the event that the planning director or planning commission acts to grant a time extension for the architectural approval, the planning director or planning commission may impose any reasonable conditions on the architectural approval as a condition of its renewal. In the event that such additional conditions are not acceptable to the applicant and/or owner, the planning director or planning commission shall deny the time extension request.
3. The criteria for granting a two year extension are:
    a. No significant change has occurred in the surrounding neighborhood;
    b. The project conforms to existing and any new building and zone requirements;
    c. A request for the extension is properly filed with the planning director ten (10) days or more prior to expiration; and
    d. The applicant states upon affidavit the reasons requiring an extension and such other criteria as the planning department shall set forth in the application.
4. The planning director or planning commission shall grant the extension if good cause is set forth in the application.

(Ord. 1004-(2) § 3, 2008; prior code § 080.10)

(Ord. No. 1195, § 14, 7-27-22)

Chapter 17.76 VARIANCES

17.76.010 Variances.

A. Intent and Purpose. To prevent or to lessen practical difficulties and unnecessary physical hardships; to remedy disparity of privilege, nor to permit a use substantially inconsistent with the limitation upon other properties in the same zone and vicinity, nor to grant relief from self-imposed hardships.

B. Definition—Variances. "Variances" are adjustments in the application of this chapter to avoid practical difficulties and unnecessary hardships with respect to a particular piece of property which is not enjoying the privileges commonly enjoyed by other properties in the same vicinity and zone. A practical difficulty or unnecessary physical hardship may result from the size, shape or dimensions of a site, or because of the location of existing structures on the site, or from setbacks or building lines, or from geographic, topographic or other physical conditions on the site or in the immediate vicinity.

C. Authority of the Director. Subject to the provisions of this chapter, the planning director shall investigate and either make a recommendation or render a decision supported by findings on applications for variances as follows:

1. Major Variances from Development Standards. The planning director may recommend to the planning commission variances from the following development standards: fences and walls, site area, width, frontage, depth, coverage, floor area ratio, yards, height of structures, distance between structures and off-street parking and loading facilities, signs and enclosures or screening.

2. Variances from industrial performance standards not permitted.

3. Minor ~~Variances/~~Modifications from Land Use Standards. The planning director may grant minor ~~variances/~~modifications from certain land use standards pursuant to Section 17.70.120 of this title.

4. Use Variances. A variance which could essentially permit a change to a use not permitted by the district regulations controlling the applicant's property shall not be permitted.

D. Initiation. Owners or bona fide lessees of the affected property.

E. Public Hearing—Notification. Public hearings for major variances (those not subject to Subsection (C)(3)) are required. Notification shall be given in accordance with Section 17.70.050(F).

(Prior code § 080.60)

(Ord. No. 1087, § 7, 5-25-16)

17.76.020 Determinations.

A. Types of Determinations. The planning commission shall consider the reports, recommendations, and any evidence presented, and its determination may take the following forms:

1. Approval of the application as filed or amended.

2. Modification of the Application. Determination may include granting of a change other than that requested, but any such change must be of equal or lesser intensity than that originally requested.

3. Disapproval of the application.

4. Action postponed. (Time extension agreed to if necessary.)

5. Failure to act.

B. Findings. Each determination granting a variance shall be supported by written findings of fact showing specifically how the determination meets the following criteria and requirements:

1. That the strict application of the provisions of this chapter would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the chapter;

2. That there are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings, that do not apply generally to other property in the same zone and vicinity;

3. That such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the. same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question;

4. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located, and;

5. That the granting of the variance will not adversely effect any element of the general plan.

C. Conditions. In granting the permissible variance, the commission may attach such additional conditions and safeguards as are deemed necessary to protect the surrounding area including, but not limited to the following:

1. Requirement of yards greater than the minimum required by this chapter.

2. Requirement of screening of parking, recreation or storage areas or other portions of the subject property from adjoining premises or from any street by walls, fences, plantings or other devices.

3. Modification of the exterior features or appearance of any structure where necessary to preserve property values.

4. Limitation of size and extent of facilities, machine capacity, number of employees or occupants, and method or times of operation.

5. Regulation of number, design and location of access drives or other traffic features.

6. Requirement of off-street parking or other special features beyond the minimum required by this chapter or applicable codes or regulations.

7. Utilities.

8. Control of location, number, color, size, height, lighting and landscaping of signs and structures as related to traffic hazards and appearance in harmony with surrounding development and community.

9. Maintenance of the grounds, landscaping and irrigation system.

10. Regulation of noise, vibration, odors and other similar performance standards.

11. A time period within which the proposed variance shall be utilized plus any specified period for the life of the variance.

12. A bond or deposit of money for completion of street improvements and other facilities or to guarantee the change or removal of any designated use or structure within a specified period of time, to assure faithful performance on the part of the applicant.

13. Regulation of fences and/or walls shall pertain to the height thereof, materials used and visibility through and around said fence and walls.

D. Time Limits—Determination. The commission shall make determination within sixty (60) days of the filing date or such longer period up to an additional sixty (60) days as may be mutually agreed upon in writing between the commission and the applicant.

E. Effective Date—No Appeal Filed.

1. If no appeal is filed, the determination of the commission shall become effective upon the close of the appeal filing period (fifteen (15) days).

2. If an appeal is filed, see Section 17.70.070.

3. If the commission fails to act on the matter, see Section 17.70.070.

(Prior code § 080.61)

17.76.030 Transfer of jurisdiction.

A. Commission Fails to Act. If the commission fails to act within the sixty-day prescribed time period or after any authorized extension period, the applicant may file a request for transfer of jurisdiction. The request shall be filed by mail, or at the public counter of the department within ten (10) days from the expiration of the authorized time period. The commission shall forward the application, with the file and any relevant information to the council for determination of the original application. If the applicant fails to file a request for transfer of jurisdiction, the original application shall be deemed denied and is not subject to appeal.

B. Procedure—Transfer of Jurisdiction. When a matter is transferred the council shall be governed by the same procedural and time requirements as apply to an original proceeding. When the council assumes jurisdiction, the commission shall lose jurisdiction in the matter. The director shall make such investigations and furnish such reports as the council may request. However, the matter may be remanded by the council in which case the commission shall regain jurisdiction. If the file is remanded, the time period shall not exceed that allowed to the council on transfer. If after a remand and expiration of the time specified, the commission still fails to act, the original application shall be deemed denied and is not subject to appeal.

C. Council Fails to Act. If the council fails to act on a variance application transferred to it, the original application shall be deemed denied and no appeal may be taken.

D. Effective Date—Transfer of Jurisdiction.

1. If the case was determined by the commission on remand and there was no appeal, decision is effective on the expiration of the appeal filing period (fifteen (15) days).

2. If the case was determined by the council, its decision is final ~~on the date of mailing of its determination and findings~~the date the decision was rendered ~~to the applicant~~.

(Prior code § 080.62)

17.76.040 Appeals to the council.

A. Appellants. An appeal may be filed by the applicant, by any person aggrieved, or by any officer, board, department or bureau of the city.

B. Procedure—Appeal.

1. When an appeal is filed, the commission shall transmit its record of the matter to the council.

2. If the original applicant or the appellant wishes to offer into the proceedings any new evidence or testimony, a written summary stating why such evidence or testimony could not have been presented during the original consideration shall be filed. If the council determines that such evidence could not reasonably have been presented earlier and is of such nature as might reasonably have led to a different determination, the matter shall be remanded to the commission. The commission shall reopen the matter and make a determination before expiration of the time period allotted to the council.

3. If the planning commission fails to act on remand after appeal, the matter is deemed denied and is not subject to further appeal.

C. Time Limit—Council Action. The council shall act on appeals concerning variances within sixty (60) days or within such extended period of time up to an additional sixty (60) days, as may be mutually agreed upon by the applicant or the appellant and the council.

D. Council Failure to Act on Appeal. If the council fails to act on an appeal concerning variances within the time limit specified, the action of the planning commission on the matter shall be final.

E. Effective Date—Appeal.

1. A determination by the council on appeals concerning variances shall become effective on the date ~~of mailing of the council's determination~~the decision was rendered.

2. A determination by the commission on remand is not subject to appeal and shall become effective on the date ~~of mailing of the determination~~the decision was rendered.

(Prior code § 080.63)

17.76.050 Post-determination procedures.

A. Expiration of Variance.

1. A variance shall expire and shall become void one year following the date on which the variance became effective, unless prior to the expiration of one year, a building permit is filed and construction is commenced and diligently pursued toward completion, or a certificate of occupancy is issued.

2. A variance that has not been exercised may be renewed for an additional period of one year if an application stating reasons for renewal is made prior to one year after the effective date of the variance.

B. Revocation of Variance. A variance that has been exercised may be revoked by the commission if one or more conditions are not complied with. An appeal from the commission's decision to revoke a variance may be taken to the council, subject to provisions of Section 17.76.030. The council's decision is final.

C. Permits—Building Department. Upon the effective date of any variance authorization and subject to all conditions thereof, the building department may issue permits.

D. Variances Granted Prior to Effective Date.

1. All use variances granted and exercised prior to the effective date of this chapter, plus subsequent amendments, may be continued provided no new structure is erected, no existing structure is enlarged and no existing use is extended.

2. If any use variance granted prior to the effective date of this chapter has never been exercised or if once exercised and the use or development authorized has been discontinued or removed from the premises for a period of at least six months, such variance shall no longer be of any force and effect, and, the respective ordinance granting such variance is repealed.

E. Change of Conditions and Minor Extensions. A subsequent change in the conditions of a variance which has been granted by the commission may be authorized by the planning director without a hearing, provided the change does not increase the density, nor decrease the number of parking stalls, nor substantially alter the intensity of operation beyond what was originally approved by the commission.

F. Reapplication—Variance. At least one year shall have elapsed since the effective date of disapproval of the application or revocation of variance before filing a new application seeking substantially the same variance for any of the same property.

(Prior code § 080.64)

(Ord. No. 1087, § 8, 5-25-16)

Chapter 17.77 PRE-APPLICATION REVIEW

17.77.010 Intent and purpose.

The purpose of a pre-application review includes the following:

A. To achieve better projects through early consultation between city staff and project proponents;

B. To notify the city's executive staff of major projects that have significant impacts on the community;

C. To coordinate reviews of projects among city staff, city departments, and outside agencies;

D. To familiarize project proponents with the regulations and procedures that apply to the project;

E. To provide project proponents with an early indication of whether a proposed development will be recommended for approval by staff;

F. To avoid significant investment in the design of a project without preliminary directions from city staff; and to identify issues that may arise during review of the projects (e.g., conformance with applicable design guidelines, conformance with goals, policies, and objectives of the general plan, environmental requirements and possible recommended mitigation measures, possible recommended conditions of approval, and requirements for public improvements).

(Ord. 1004-(2) § 4 (part), 2008)

17.77.020 Applicability.

A. Pre-application review shall be required for projects subject to one or more of the following approvals:

1. Projects involving a specific plan adoption, specific plan amendment, or planned development overlay;

2. Projects involving a general plan amendment, or change of zone;

~~3. Projects involving new construction of more than five thousand (5,000) square feet of commercial or institutional building area if not within the boundaries of an adopted specific plan;~~

~~4. Projects involving four or more dwelling units;~~

5. New construction of more than five hundred (500) square feet of building area within the boundaries of the Pueblo Viejo Master Plan;

6. New construction located within the boundaries of an adopted specific plan, if the review is required by the director;

7. Projects involving service stations, auto repair facilities, car washes, drive-thru businesses, auto dismantling, salvage yards, and outdoor storage uses;

8. New construction of more than ten thousand (10,000) square feet of industrial building area;

9. Land uses involving a conditional use permit in the industrial zones;

10. Street vacations;

11. Water reservoirs and wastewater treatment plants;

12. Subdivisions of land involving five or more lots.

B. Optional Review. A project proponent may voluntarily submit a request for a pre-application review for any project involving a discretionary land use entitlement, change of zone request, or a tentative map.

C. Director-Required Review. The director reserves the right to require pre-application review for any project involving multiple-agency coordination and discretionary land use entitlements, where the proposed land uses have the potential to cause adverse impacts upon surrounding property owners. The director shall issue findings in writing requiring pre-application review, pursuant to this subsection.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.030 Procedure.

A. Procedure. Once the director determines that a request for pre-application review is complete, the director or designee shall process the request in the following manner.

1. Submittal Requirements. All requests for pre-application review shall be accompanied by a form to be provided by the community development department, twelve (12) copies of a site plan as specified in Chapter 17.62 of this title, and the required processing fee. Additional graphic materials may be requested by the director as part of the initial review of the pre-application submittal.

2. Notice. The director or designee shall send a written notice, with a project description and copy of site plan, to all affected city departments, outside agencies and special districts, informing of the time and place of the scheduled pre-application review.

3. Meeting. The pre-application review shall be conducted at a meeting in which the applicant for a project is invited and city departments and outside agencies are in attendance.

4. Scheduling. The director shall set the time and place of the pre-application review meeting, to be conducted within three weeks of receipt of a complete application.

5. Responsible Staff. The city manager, or designee, shall determine which city departments and outside agencies shall participate in the pre-application meeting. The director shall designate the staff person(s) responsible for scheduling and conducting the pre-application meeting.

6. Written Report. A written report from the director outlining the results of the pre-application review shall be provided to the applicant within thirty (30) days of the meeting. The written report shall be distributed to the city manager and executive staff, and shall be attached to the formal development application.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.040 Pre-application review meeting.

A. Case Manager. The city manager shall appoint a case manager for the project, which shall be the primary liaison responsible for overseeing the project through the city's review and approval process. The case manager may be from the planning staff, economic development staff, public works staff, or redevelopment/housing staff, depending on the major entitlements needed and/or areas of expertise required for processing of the project.

B. Coordination. The staff person assigned to conduct the meeting shall provide an overview of procedures, introduce the case manager assigned to the project, engage the applicant and agencies in discussion, and conclude the meeting. At the initiation of the meeting, the applicant shall present a brief overview of the development proposal. All staff and agencies shall be prepared to discuss the proposal in detail and identify any major issues that may arise if the proposal is processed.

C. Duration. The meeting shall be limited to one hour in duration. If additional time is required, this can be arranged at an additional cost to the applicant. If, at the end of the session, the status of certain issues remains unresolved, staff shall identify those issues and/or include any additional recommendations or study requests specified in the written report.

D. Disclaimer. Neither the pre-application meeting, the written report, nor information or pertinent policies provided by the city departments shall be construed as a city recommendation for approval or disapproval of the application/project.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.050 Contents of written report.

A. Report Contents. The written report required under Section 17.77.030(A)(6) shall contain a letter from the director and copies of all staff and agency comments on the development proposal that were received as part of the pre-application review. Although the contents of the written report will depend on the type of proposal, its proposed location, the background information provided by the applicant, and other factors, the report shall generally provide the applicant with the following types of information:

1. Any applications which must be filed to process the proposal as well as any timing requirements associated with filing such applications. Applications which may be required include but are not limited to the following: general plan amendments, specific plans, changes of zone, and tentative maps.

2. Any special studies which must be filed to process the proposal as well as any timing requirements associated with filing such special studies. Special studies which may be required include but are not limited to the following: fiscal impact, private debt burden, biological, archeological, paleontological, geological, flood, traffic, air quality study and noise studies.

3. Any special plans which must be filed to process the proposal. Special plans which may be required include but are not limited to the following: conceptual grading plans, parks improvement plans, construction staging plans, dust control plans, and streetscape elevation renderings.

4. Current fees including but not limited to the following: application fees, mitigation fees (e.g., signal mitigation fees or area drainage fees), and special district fees administered by the city (e.g., MSHCP fees, TUMF fees).

5. Any major environmental issues associated with the proposal, including the possible need for an EIR subject to the anticipated environmental assessment.

6. Any major design considerations associated with the proposal (e.g., grading and drainage design, ingress/egress designs, limitations on density, requirements for public parks).

7. The availability of water, sewer, and fire flow rate.

8. The concerns remaining for the proposal, if any.

9. The changes that staff will require before making an approval recommendation, or a statement that an approval recommendation will not be made given the proposal's present configuration.

10. Findings required for the necessary permit or approval.

(Ord. 1004-(2) § 4 (part), 2008)

17.77.060 Validity of agency comments.

A. Agency Comments. No issues other than those identified in the written report shall be raised by staff during processing of the development proposal unless there are changed circumstances or new information identified during the processing of entitlement applications. The written report shall be valid for two years from the date thereof, unless a shorter period is specified in the written report.

B. Changed Circumstances. Notwithstanding the provisions of this section, where the director, department head, or agency representative subsequently determine that conditions have changed or that the existing information does not fully address all significant concerns, staff may require an additional study or studies not specified in the pre-application written report. Similarly, city and special district policies may change during the report's two year life, and policy recommendations, which were valid when the written report was issued, may or may not be valid when the development proposal is filed and processed. In such cases, the development application will be subject to City and special district policies in effect at the time of filing or hearing, whichever is appropriate. State and federal policies and laws unknown or not effective at the time of pre- application review may also affect the subsequent application.

C. Amended Recommendations. Notwithstanding the provisions of this section, the written report shall not in any manner whatsoever bind any city hearing body and shall not preclude such hearing body from requiring additional information or studies or from making additional recommendations in the course of the decision making process.

(Ord. 1004-(2) § 4 (part), 2008)

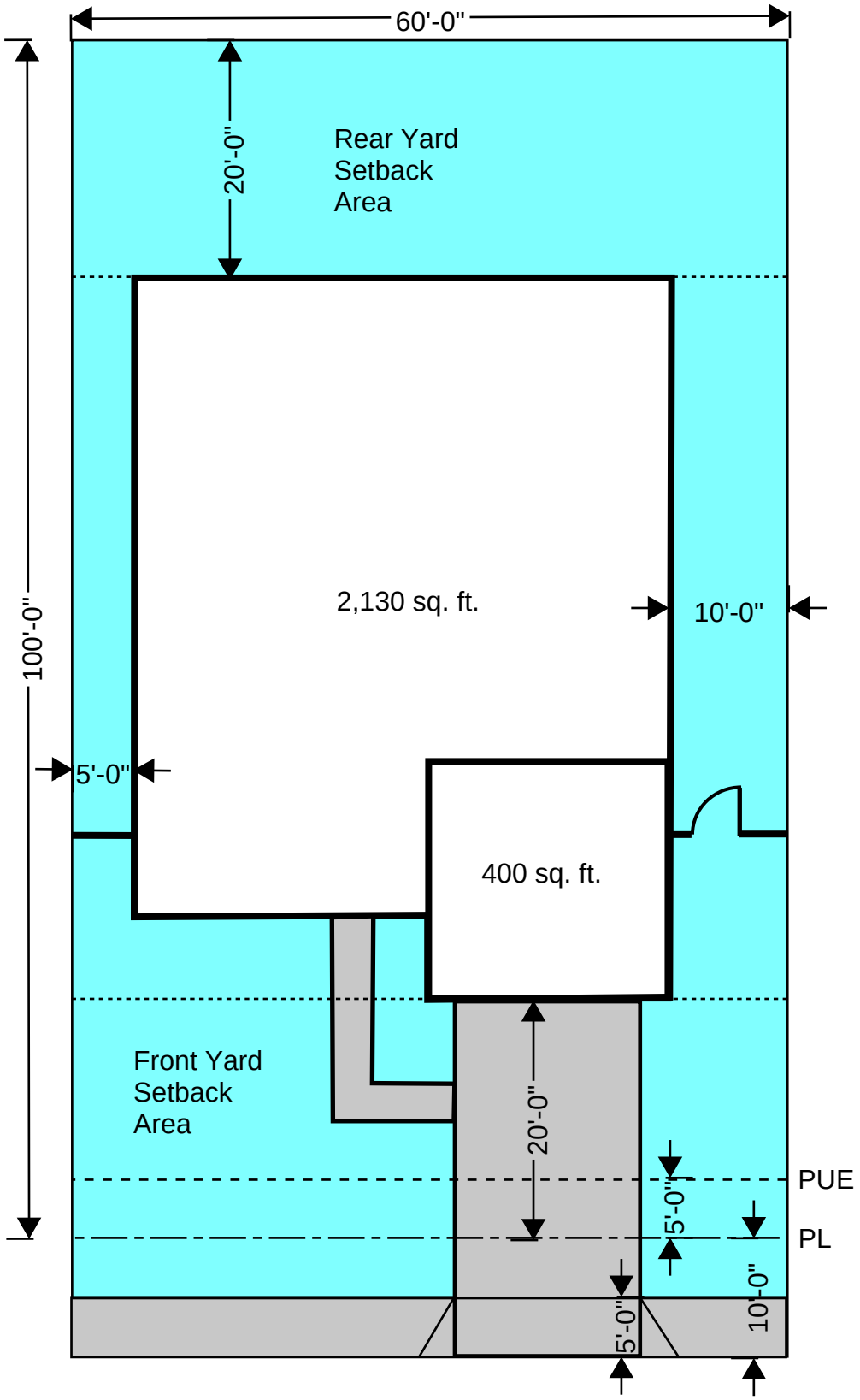
17.77.070 Revisions.

A. Revisions. The pre-application written report shall apply to the development proposal described in the request for pre-application and discussed at the pre-application review meeting. Substantial revisions to the proposal after issuance of the written report which do not conform to the agency comments shall invalidate the written report.

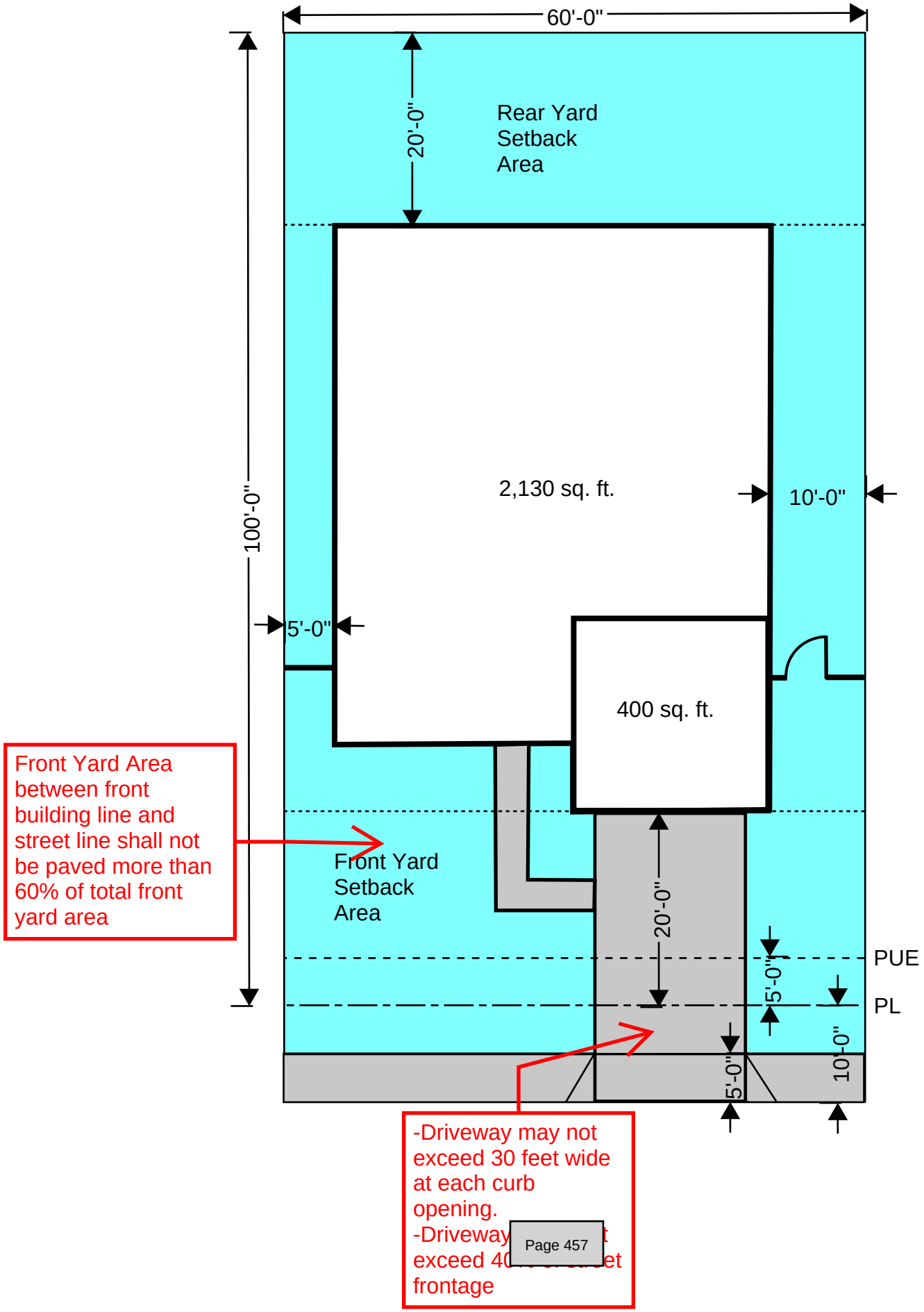
B. New Project. To process a substantially revised proposal, a new request for pre-application review and new fee will be required of the applicant. For purposes of this section, the director shall determine whether or not revisions made are substantial and constitute a new project.

(Ord. 1004-(2) § 4 (part), 2008)

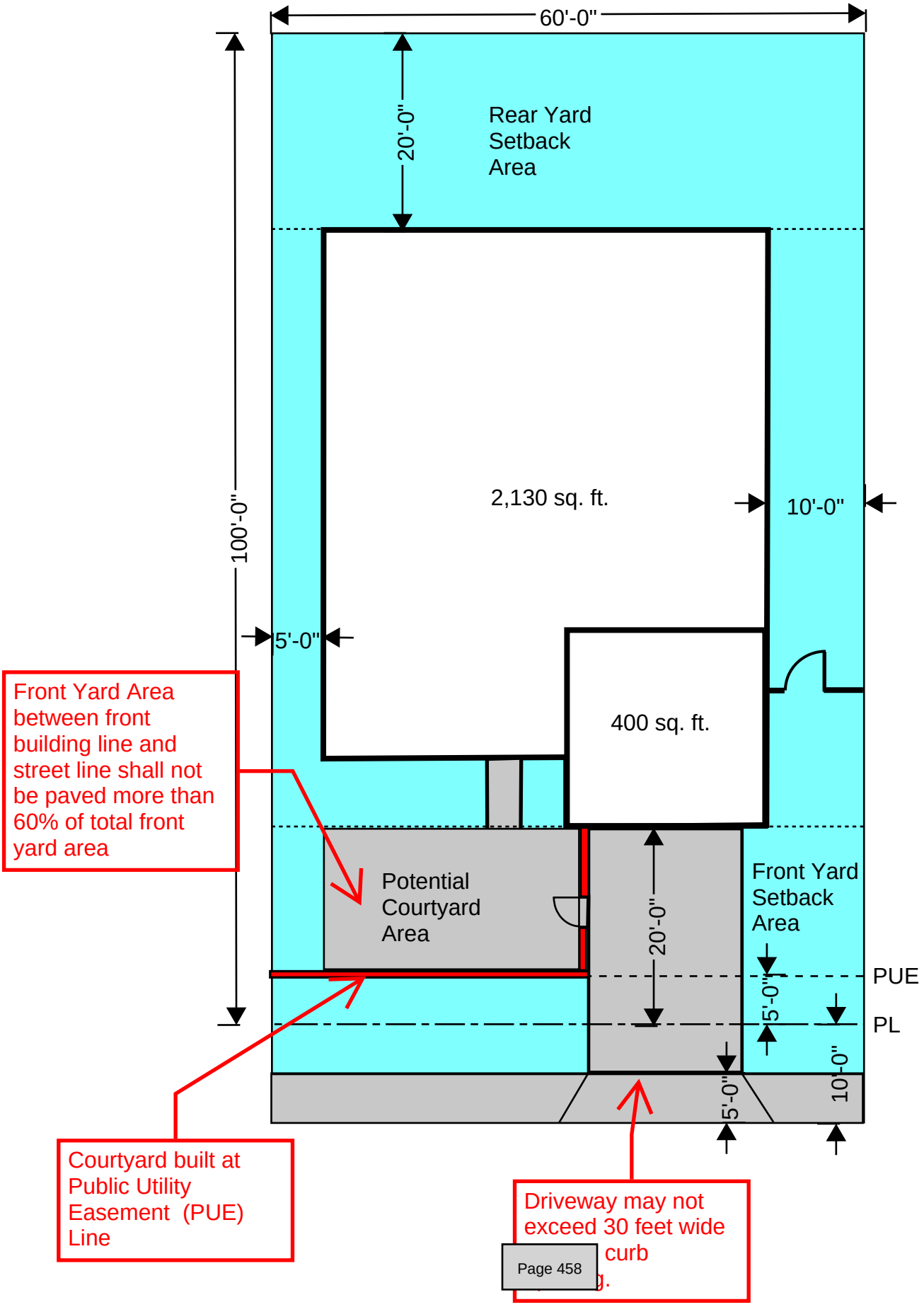
6,000 sq. ft. Single Family Residential Lot



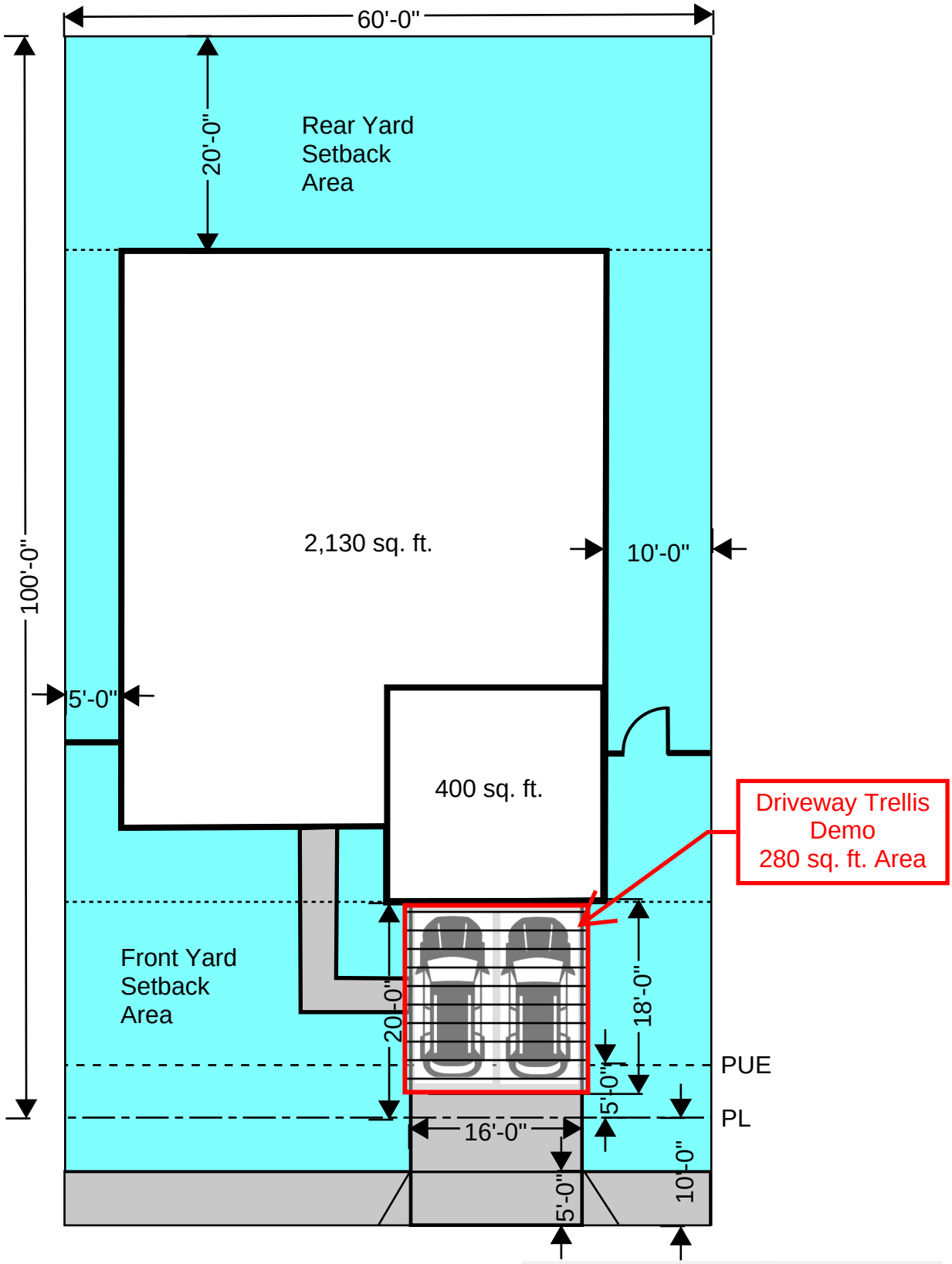
6,000 sq. ft. Single Family Residential Lot



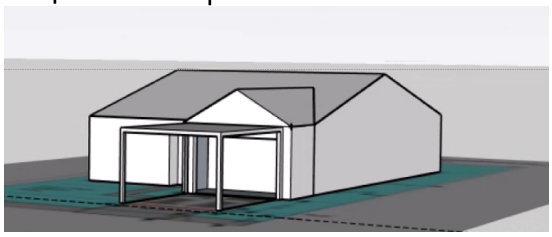
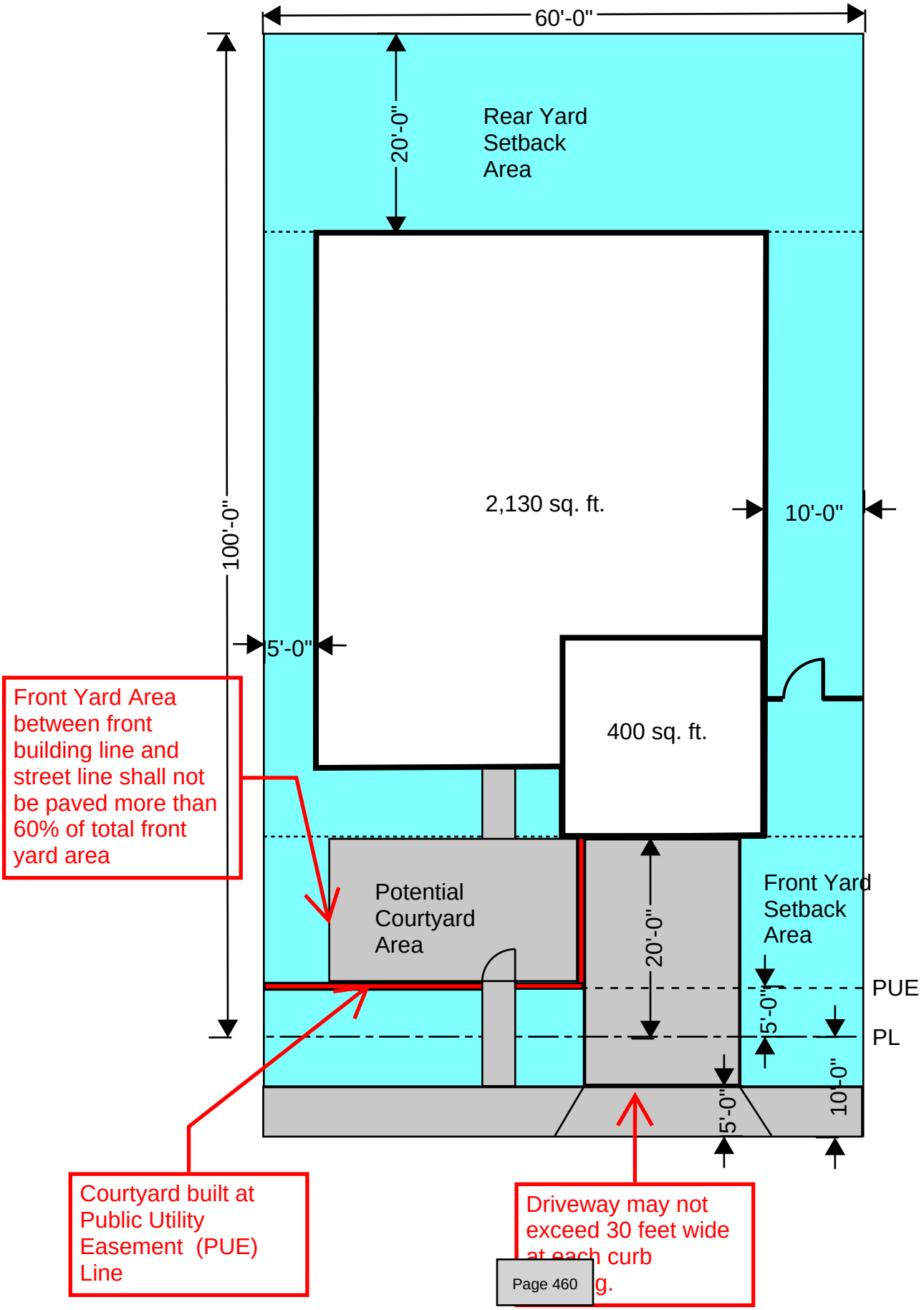
6,000 sq. ft. Single Family Residential Lot with Courtyard and Entry Oriented to Driveway



6,000 sq. ft. Single Family Residential Lot
Driveway Trellis



Assumes 15' long vehicles



6,000 sq. ft. Single Family Residential Lot with Courtyard and Entry Oriented to Street