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

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.

ROLL CALL:

APPROVAL OF AGENDA:

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LABOR NEGOTIATORS 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:

CLOSED SESSION ANNOUNCEMENTS:

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

2. Rancho Las Flores Park Update Presentation

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

4. Coachella Prospera Update 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.)

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.

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

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

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

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

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

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:

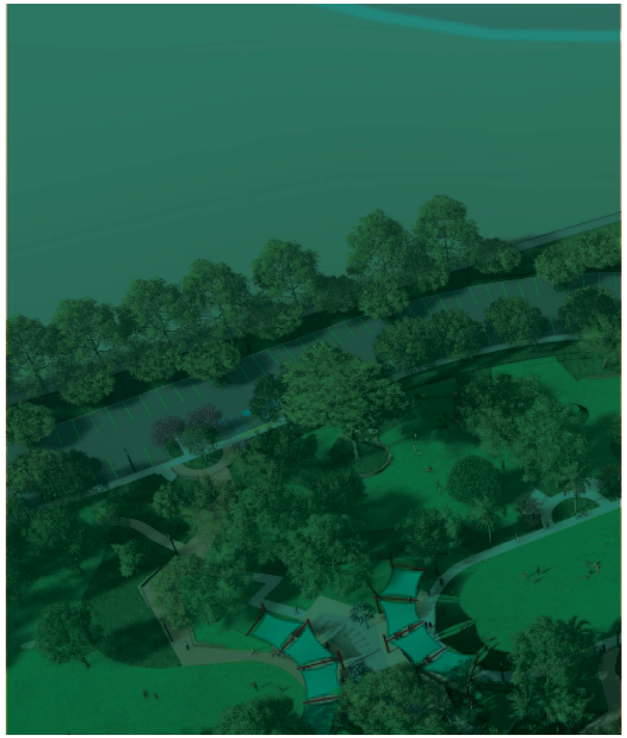
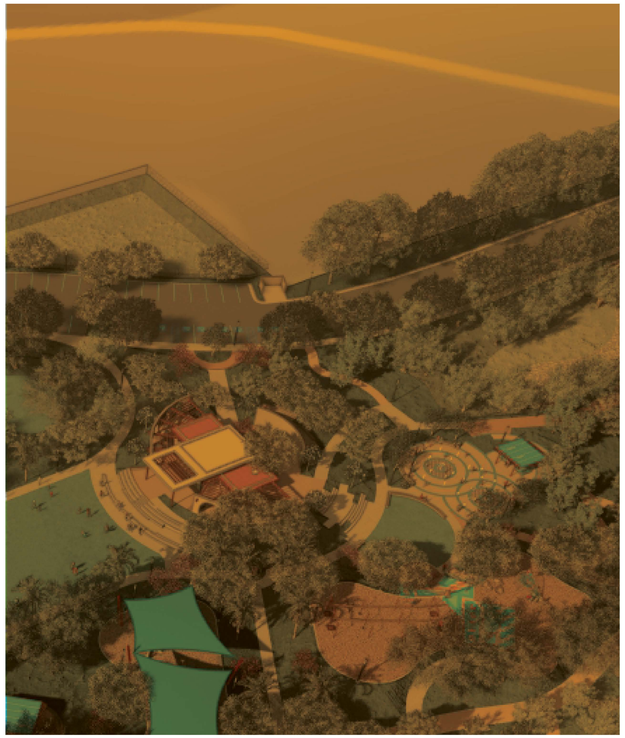
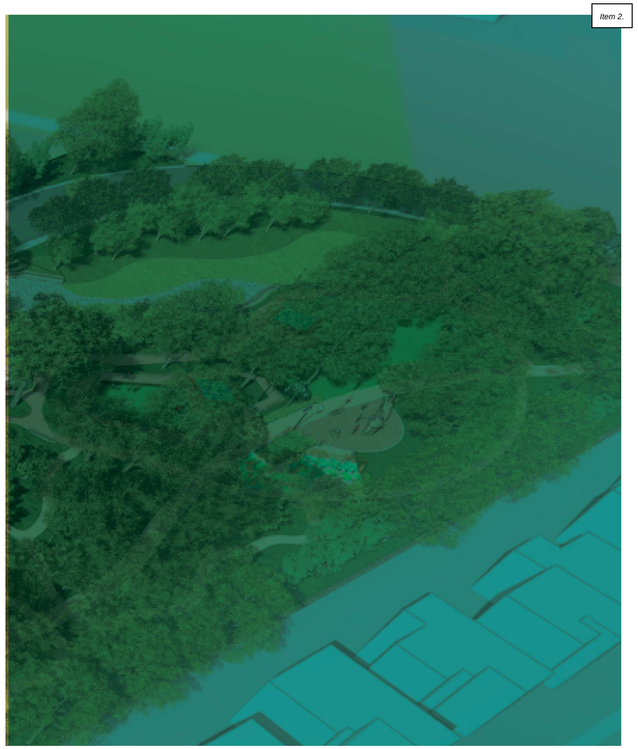
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

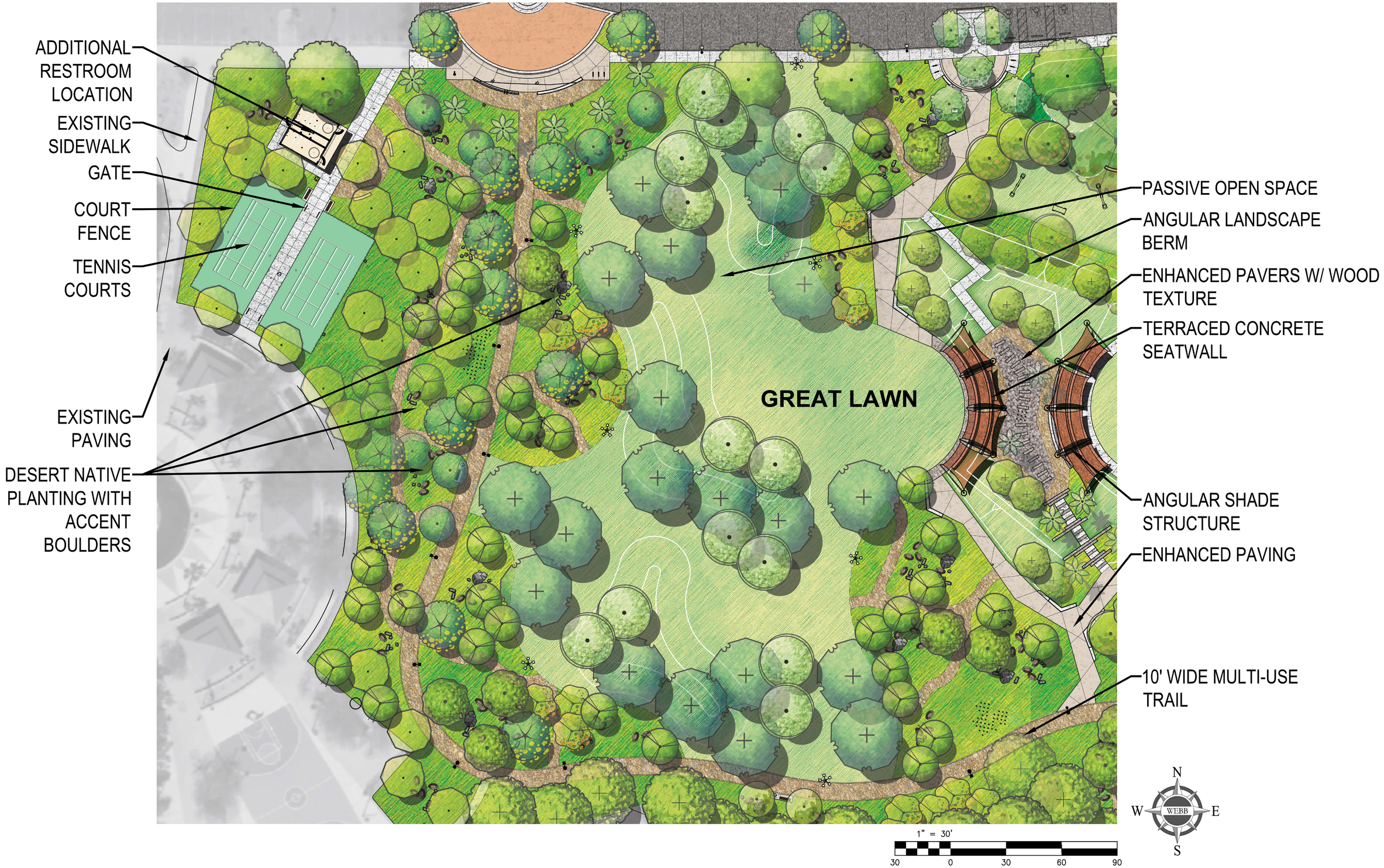
Complete Agenda Packets are available for public inspection at the City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the City's website www.coachella.org.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES

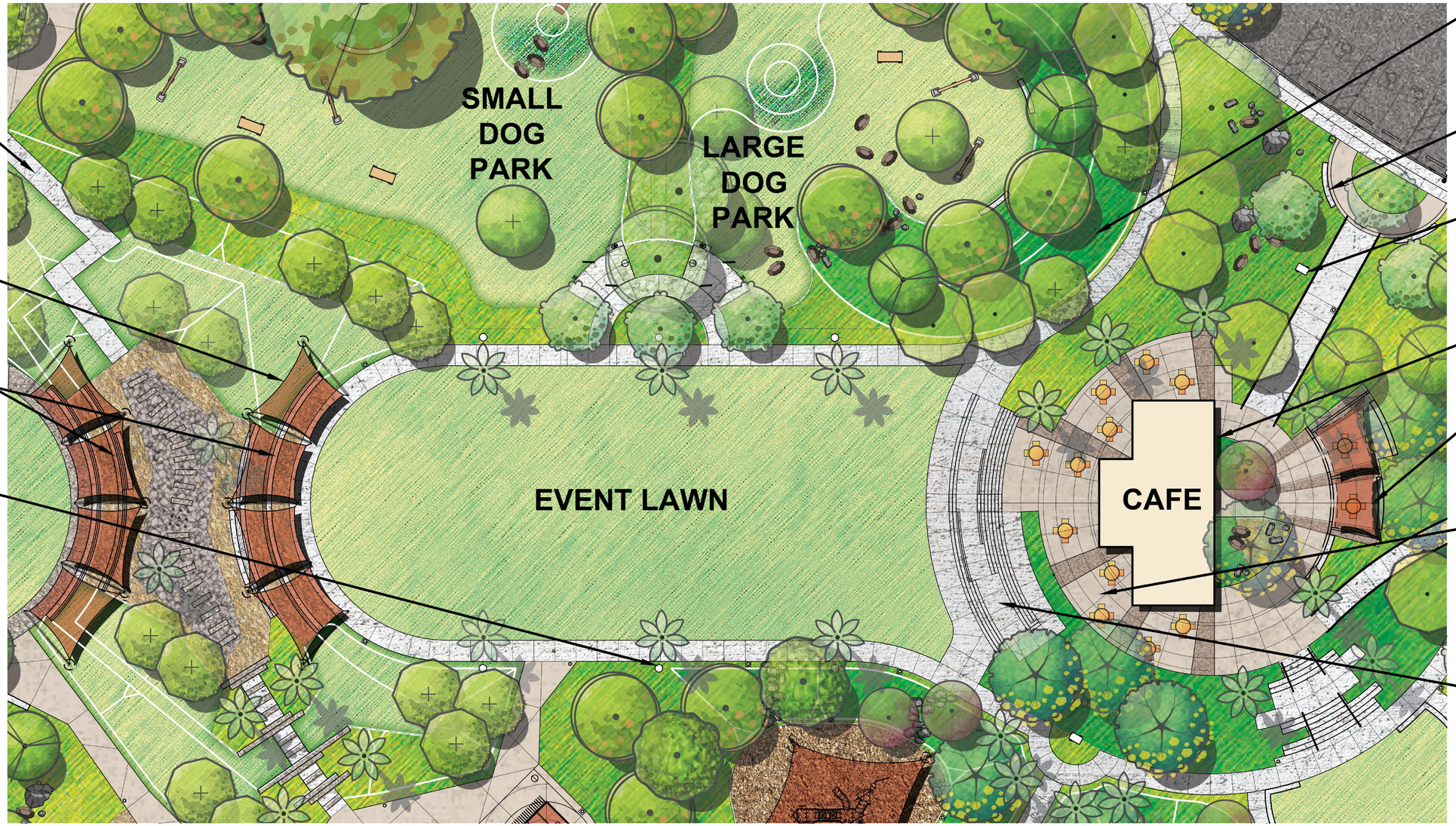
RANCHO LAS FLORES PARK EXPANSION | COUNCIL MEETING PRESENTATION
COACHELLA, CA

RANCHO LAS FLORES PARK EXPANSION | MASTER SITE PLAN



SITE PLAN | GREAT LAWN

GREAT LAWN PERSPECTIVE



SIDEWALK

ANGULAR SHADE STRUCTURE

TERRACED CONCRETE SEATWALL

LIGHTED PALMS

LANDSCAPED SLOPE

CONCRETE SEAT WALL

CUSTOM DIRECTIONAL WAY FINDING SIGNAGE

ART MURAL WALL

CUSTOM SHADE STRUCTURE

CAFE OVER LOOK W/ SEATING AND ENHANCED PAVING

STRAMPATHEATER

1" = 20'

20 0 20 40 60

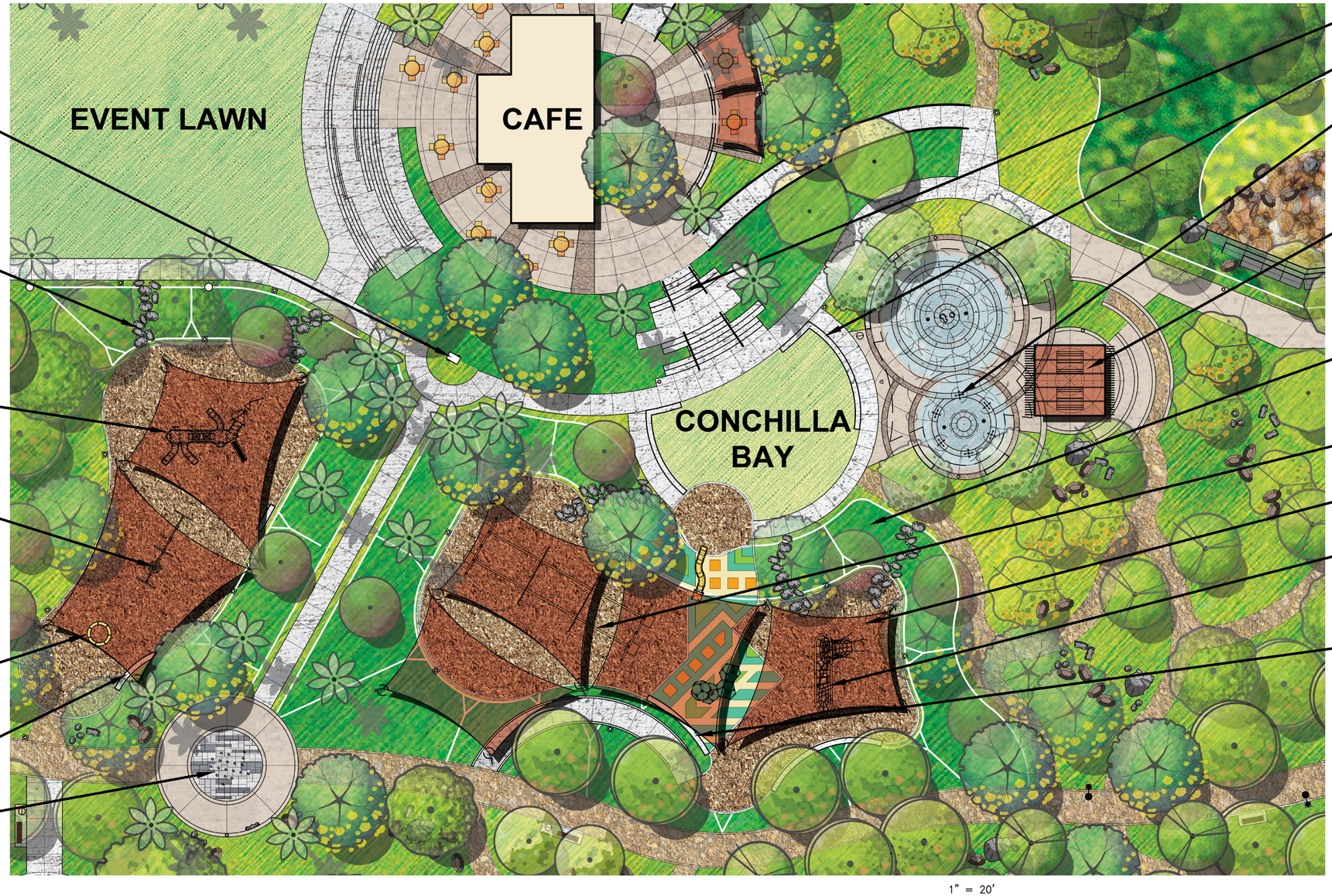
N W E S

SITE PLAN | CAFE & EVENT LAWN

CAFE ENTRY PERSPECTIVE

EVENT LAWN PERSPECTIVE - WEST

EVENT LAWN PERSPECTIVE - EAST



CUSTOM DIRECTIONAL WAY FINDING SIGNAGE

INFORMAL NATURAL CLIMBING PLAY BOULDERS

2- 5 YEAR OLD CHILDREN PLAY STRUCTURE

GROUP SWING PLAY STRUCTURE W/ SINGLE SWING STATIONS

BALANCE RING PLAY STRUCTURE

CONCRETE SEATWALL

PROPOSED ART ELEMENT

STAIRS

CONCRETE SEATWALL

CUSTOM SPLASH PAD WATER FEATURE W/ SPRAY JET FEATURES AND MISTERS

SEATING AREA W/ SHADE STRUCTURE

SENSORY ACCENT LANDSCAPE SLOPE

ZIPLINE PLAY STRUCTURE

SHADE STRUCTURE

ACTIVE 5- 12 YEAR OLD CHILDREN ROPE PLAY STRUCTURE

CONCRETE SEATWALL

N
W WEBB E
S

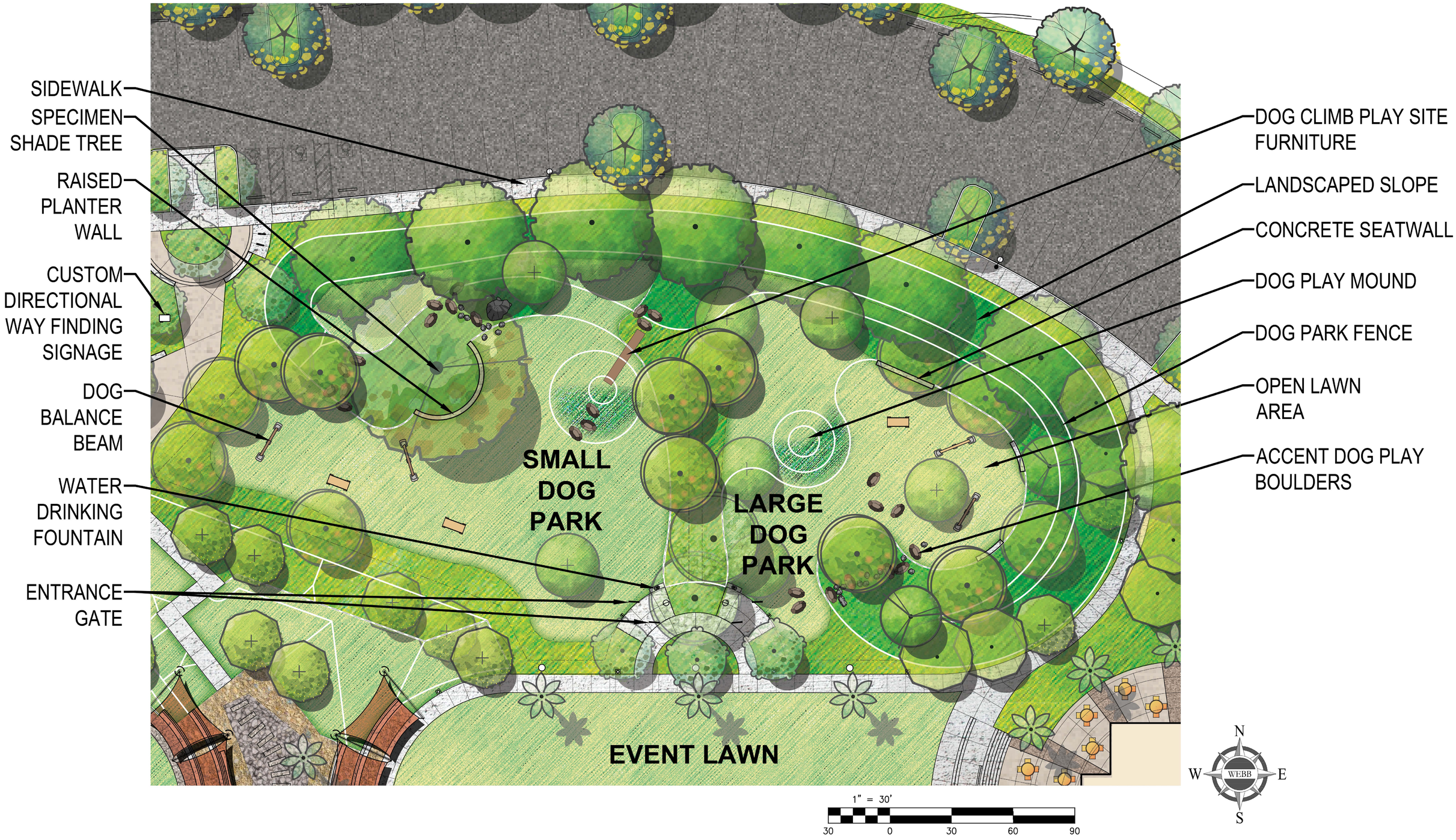
1" = 20'

20 0 20 40 60

SITE PLAN | SPLASH PAD & PLAY AREA

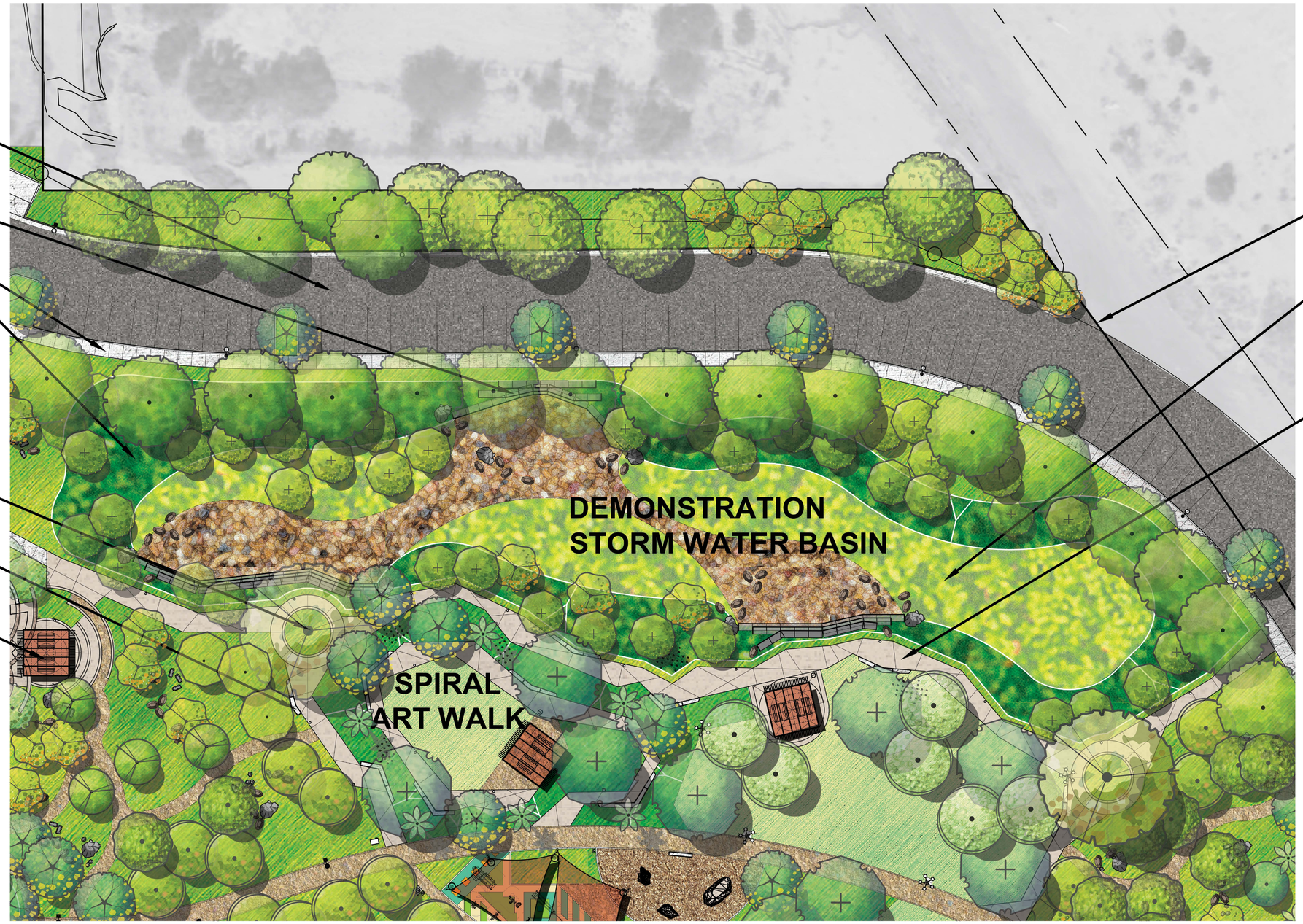
SPLASH PAD PERSPECTIVE

PLAY AREA PERSPECTIVE



SITE PLAN | ENCLOSED SMALL & LARGE DOG PARK

ENCLOSED DOG PARK PERSPECTIVE



SITE PLAN | SITE PLAN | STORM WATER BASIN

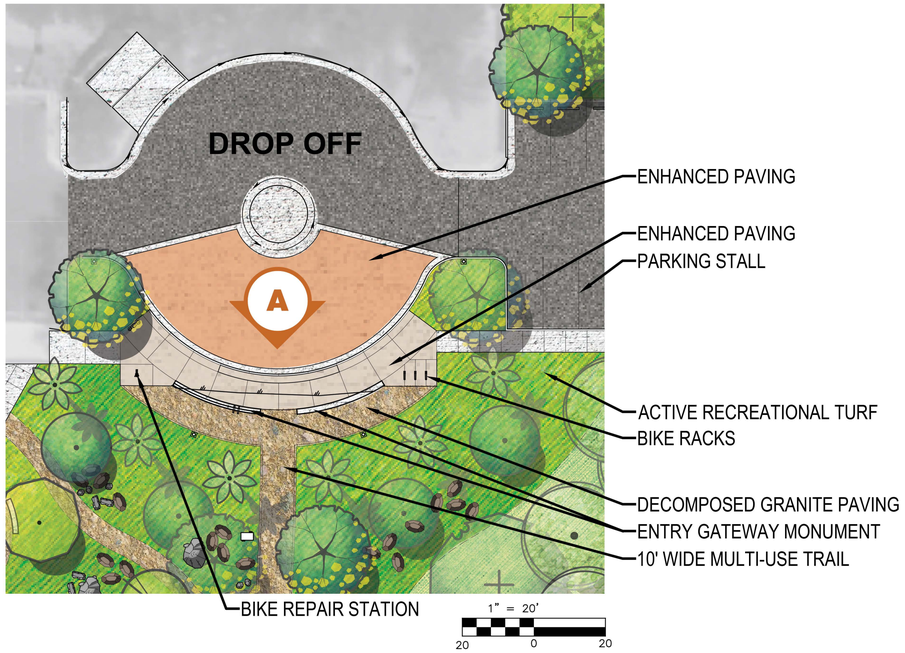
STORM A BASIN PERSPECTIVE

SITE PLAN | OUTDOOR FITNESS CENTER & SPIRAL ART WALK

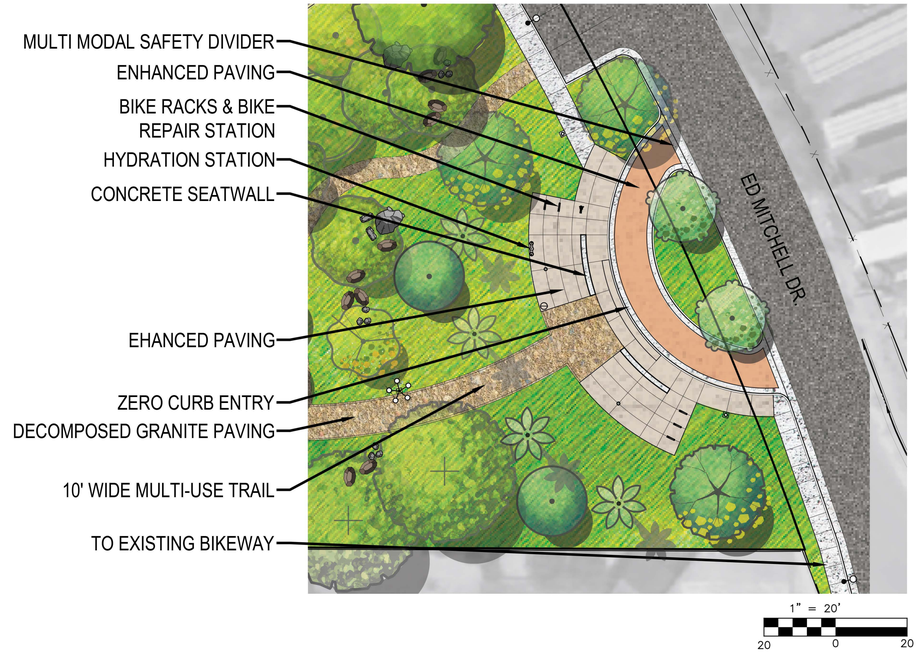
OUTDOOR FITNESS CENTER PERSPECTIVE

ROCK WALL PERSPECTIVE

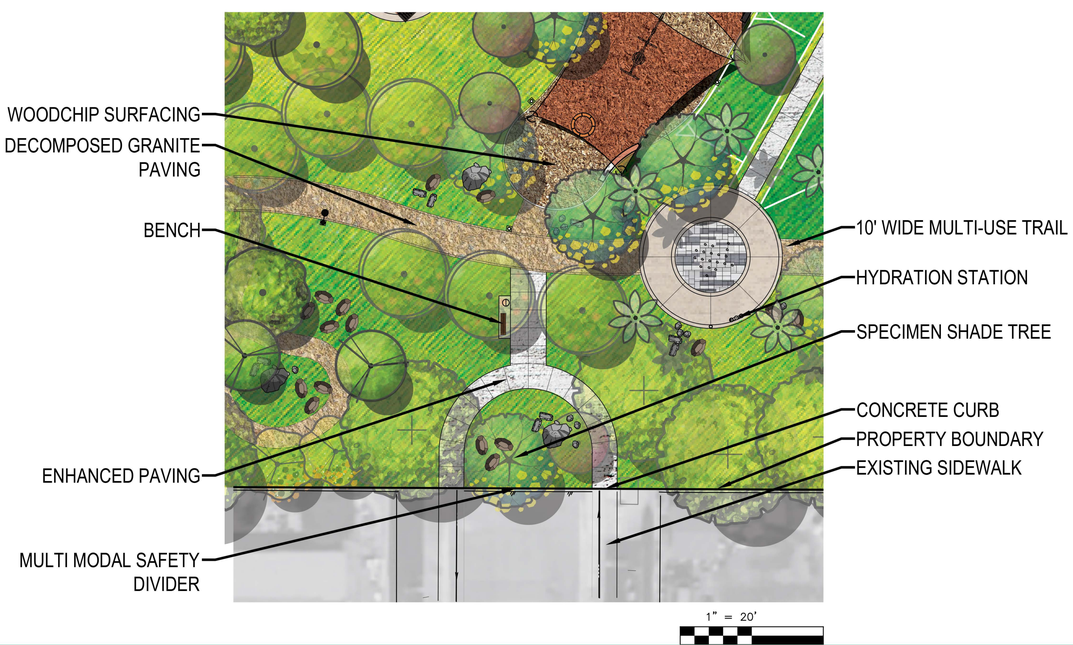
SPIRAL ART WALK



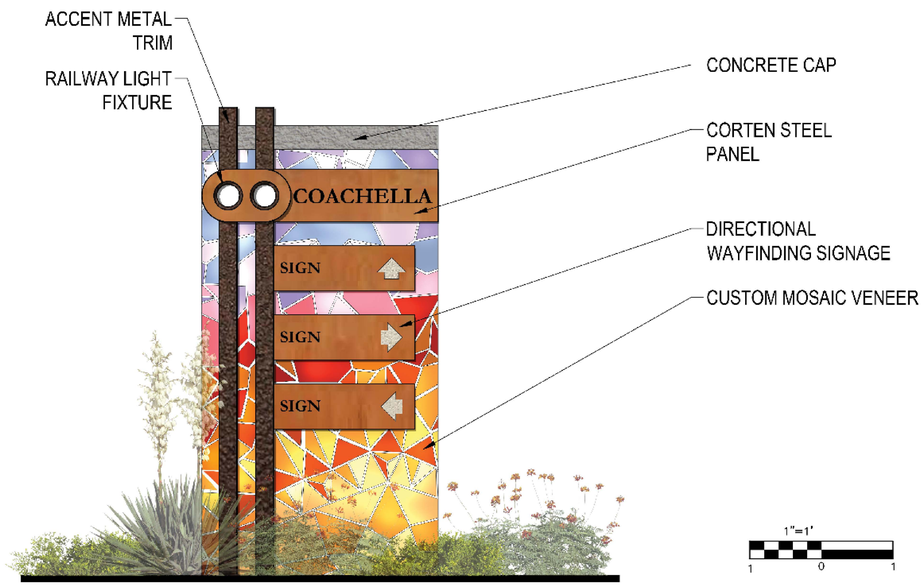
SITE PLAN | PEDESTRIAN DROP-OFF/ MICRO BIKE HUB



SITE PLAN | FREDERICK ST TRAIL MICRO BIKE HUB

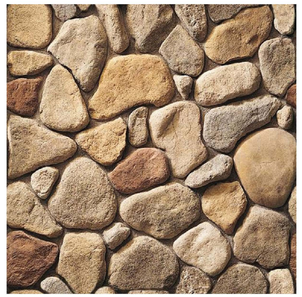


SITE PLAN | NEIGHBORHOOD MICRO BIKE HUB



DIRECTIONAL WAY-FINDING PARK SIGNAGE

MATERIAL IMAGERY



STONE VENEER -
TO MATCH EXISTING

CORTEN STEEL PANELS

POWDERCOATED STEEL ACCENTS

ELEVATION A |
DECONSTRUCTED COACHELLA MOSAIC MOUNTAIN ENTRY MONUMENT

RANCHO LAS FLORES PARK EXPANSION |
ENTRY PARK MONUMENT PERSPECTIVE

5TH ST PASEO DESERT SCAPE

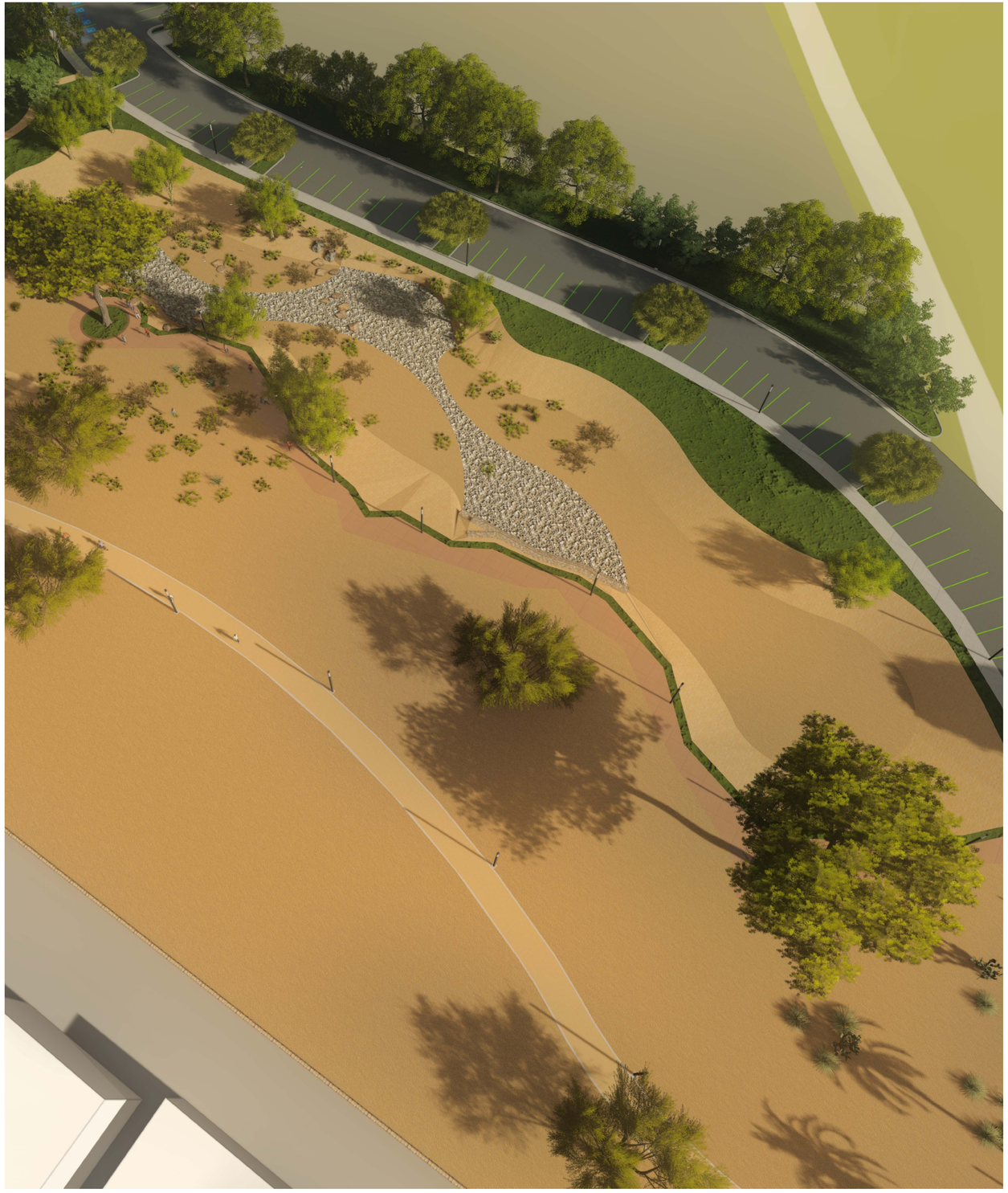
NORTH SHORE COMMUNITY PARK DESERT SCAPE

OASIS DEL DESIERTO PARK DESERT SCAPE

RANCHO LAS FLORES PARK EXPANSION |
ALTERNATIVE DESERT SCAPE CONCEPT

DESERT SCAPE STORM A BASIN PERSPECTIVE

DESERT SCAPE NEIGHBORHOOD MICRO BIKE HUB



MOBILIZATION	$100,000
SOIL PREP	$50,000
SITE AMENITIES	$655,000
METAL EDGING	$21,462
BOULDERS	$57,000
PAVING	$283,000
SITE FURNISHINGS	$23,000
GABION/SEATWALLS	$54,000
LIGHTING	$150,000
IRRIGATION	$500,000
PLANTING	$125,000
EAST PARKING LOT	$269,442
TOTAL COST REDUCTION	**$2,287,904**

RANCHO LAS FLORES PARK EXPANSION |
DESERT SCAPE ALTERNATE COST SAVINGS

ALTERNATIVE 1 PROJECT TOTAL COSTS:

MOBILIZATION	$800,000
GRADING/DEMOLITION	$584,408
AMENITIES	$4,468,200
EDGING	$556,317
FENCE/GATES	$97,265
BOULDERS	$169,889
CONCRETE AND TRAILS	$2,356,956
UNIT PAVING	$377,319
SITE FURNISHINGS	$77,880
WALLS	$431,570
LIGHTING	$2,000,0000
IRRIGATION	$1,422,915
LANDSCAPE	$654,215
EAST PARKING LOT	$269,442

SUB TOTAL = $14,266,377

CONTINGENCY 10% = $1,426,638

TOTAL PROJECT ESTIMATE = $15,693,014

DESERT SCAPE PROJECT TOTAL COSTS:

MOBILIZATION	$700,000
GRADING/DEMOLITION	$534,408
AMENITIES	$3,813,200
EDGING	$556,317
FENCE/GATES	$97,265
BOULDERS	$112,889
CONCRETE AND TRAILS	$2,073,956
UNIT PAVING	$377,319
SITE FURNISHINGS	$54,880
WALLS	$377,570
LIGHTING	$1,850,000
IRRIGATION	$922,915
LANDSCAPE	$529,215
EAST PARKING LOT	$0

SUB TOTAL = $11,978,473

CONTINGENCY 10% = $1,197,848

TOTAL PROJECT ESTIMATE =$13,176,321

ALTERNATIVE 1 PROJECT TOTAL COSTS:

TOTAL PROJECT ESTIMATE = $15,693,014

FUNDING SOURCES:

GRANT FUNDS: $8,000,000

PARK DIF: $3,000,000

GENERAL FUND: $4,693,014

DESERT SCAPE PROJECT TOTAL COSTS:

TOTAL PROJECT ESTIMATE = $13,176,321

FUNDING SOURCES:

GRANT FUNDS: $8,000,000

PARK DIF: $3,000,000

GENERAL FUND: $2,176,321

RANCHO LAS FLORES PARK EXPANSION |
THANK YOU

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MINUTES

OF

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

October 23, 2024

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

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 6:00 p.m.

ROLL CALL:

Present: Councilmember Dr. Figueroa, Councilman Delgado, Councilmember Galarza (arrived at 6:03 p.m.), Mayor Pro Tem Virgen, and Mayor Hernandez

City Clerk

Absent: City Treasurer

PLEDGE OF ALLEGIANCE:

The City Clerk led the Pledge of Allegiance.

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 as presented.

Made by: Councilmember Dr. Figueroa
Seconded by: Mayor Pro Tem Virgen
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

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

1. Update on Various Commissioner Terms

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.)

2. Regular Meeting Minutes of October 9, 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

3. Voucher Listing- EFT's/Utility Billing Refunds/FY 2024-25 Expenditures as of October 23, 2024, $3,281,045.76

4. Planning Division Quarterly Report

5. Adopt Resolution No. 2024-59 to Approve a Supplemental Agreement with the County of Riverside and Authorize the City Manager to Execute the Supplemental Agreement for the Use of Fiscal Year 2024-25 Community Development Block Grant (CDBG) Entitlement Funds in the Amount of $222,938 for the City of Coachella Home Enhancement Program

6. Authorize a Consulting Contract with Holistic System Integration Solutions for Migration of Tyler Technologies Eden to Enterprise ERP Phase 1 and the Appropriation of $97,500 from Unreserved General Fund (101)

7. Authorize the Purchase of a Digital Wireless Conference System for the Amount of $79,671.20 and the Appropriation of $44,671.20 from the Unreserved General Fund (101)

8. Authorize the Purchase of a Zoom One Cloud-Based VOIP Phone System and Appropriate $60,664.39 from the Unreserved General Fund for this Purchase

Motion: To approve the Consent Calendar as presented.

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

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

9. Appoint a Councilmember to the Coachella Rail Station Feasibility Study Advisory Committee

Motion: To continue this item

Made by: Mayor Hernandez
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

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

10. Adopt Ordinance No. 1216 approving Change of Zone (CZ) No. 24-07 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

    Mayor Hernandez opened the public hearing at 6:06 p.m. and closed the hearing at 6:07 p.m.

Motion: To Adopt Ordinance No. 1216 approving Change of Zone (CZ) No. 24-07 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 (First Reading)

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

PUBLIC COMMENTS (NON-AGENDA ITEMS):

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

None

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

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 6:18 p.m.

_____
Angela Zepeda
City Clerk

Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2359	10/16/2024	54859	AMAZON CAPITAL SERVICES,	1XJ3-1PPF-H1C	10/2/2024	VIVO HEIGHT ADJSTBLE 36IN	206.61	206.61
2360	10/16/2024	43862	BRENNTAG PACIFIC, INC	BPI460992	9/17/2024	CHEMCHLOR SODIUM HYPO	6,849.85	6,849.85
2361	10/16/2024	54862	COMPUTERSHARE TRUST C	2379131	10/8/2024	AC83925300, REV REF BOND	2,500.00	2,500.00
2362	10/16/2024	43672	DESERT VALLEY SERVICES I	645525	9/3/2024	NITRILE GLOVES	94.62	94.62
2363	10/16/2024	53799	ENTERPRISE FM TRUST	FBN5136683	9/5/2024	SEPT2024 LEASE CHRGS (FC	33,380.97	33,380.97
2364	10/16/2024	44713	FARMER BROTHERS CO.	95676315	10/7/2024	COFFEE, CUPS & CREAMER	828.32	828.32
2365	10/16/2024	00207	GRAINGER INC	9252534483	9/17/2024	TUBING	230.24	230.24
2366	10/16/2024	00996	HOME DEPOT	3013424	9/10/2024	22-10 BUTT SPLICE HEAT SH	44.96	44.96
2367	10/16/2024	44957	INTERWEST CONSULTING GF	741357	10/8/2024	SEPT2024 PLAN REVIEW SVC	2,520.00	2,520.00
2368	10/16/2024	54985	MUNISERVICES LLC	INV06-019546	9/30/2024	JULY-SEPT2024 SVCS: UTILIT	4,755.91	4,755.91
2369	10/16/2024	49479	POLYDYNE INC.	1866209	9/17/2024	CLARIFLOC WE-1238	4,400.95	4,400.95
2370	10/16/2024	55651	SEEK PERSONNEL STAFFING	001839	9/24/2024	WE 9/22: I. HERNANDEZ	1,766.40	
				001850	9/30/2024	WE 9/29: I. HERNANDEZ	1,766.40	
				001826	9/16/2024	WE 9/15: I. HERNANDEZ	1,619.20	5,152.00
2371	10/16/2024	48436	UNIVAR SOLUTIONS USA INC.	52427533	9/18/2024	SODIUM BISULFITE	7,723.92	7,723.92
2372	10/16/2024	50440	VELOCITY DYNAMICS LLC	0000027376	9/6/2024	SEAL MECHANICAL ROTARY	211.13	211.13
2373	10/16/2024	55817	VESTIS SERVICES, LLC	26649282	9/11/2024	MESH BACK CAP W/ EMBROI	417.05	417.05
2374	10/16/2024	51697	WESTERN WATER WORKS SI	1409844-01	9/11/2024	FULL CIRCLE REDI-CLAMP 1.	1,865.50	
				1410065-00	9/13/2024	4TT J&R TRIANGULAR VLV B	1,216.37	
				1410151-00	9/27/2024	SOFT COPPER TUBING 100F	1,120.13	
				1409992-00	9/5/2024	1-1/2 ADAPTER MIP X QJ 110	672.29	
				1409522-01	9/6/2024	SOFT COPPER TUBING 60FT	672.08	
				1409967-00	9/5/2024	CUTTERHEAD FOR 3/4" & 1" I	397.92	
				1410100-01	9/19/2024	4TT J&R TRI CI CVR "WATER"	181.07	
				1410012-00	9/6/2024	2 ADAPTER FIP X QJ 110 COM	116.04	
				1407828-01	9/5/2024	3/4 90 CPLG QJ 110 COMP CT	111.25	
				1409522-02	9/27/2024	1" IPS IT GRIPPER RING 2.0	18.60	6,371.25
2375	10/16/2024	54272	WILLDAN	002-33035	10/2/2024	SEPT2024 BLDG AND SAFET	22,562.50	22,562.50
						T FOR WELLS FARGO BANK -SEPARATE CHECK:		98,250.28

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120805	10/16/2024	53457	AVENIDA MUSIC LLC	1092	8/22/2024	10/19 PERFORMANCE @ TTC	2,500.00	2,500.00
120806	10/16/2024	52613	BALLET FOLKLORICO SOL DE	2022	9/19/2024	10/19 PERFORMANCE @ TTC	400.00	400.00
120807	10/16/2024	03650	BARBARA SINATRA CHILDREN	Sept 2024	10/3/2024	9/25 SVCS: LAW ENFORCEMI	231.00	231.00
120808	10/16/2024	53220	COACHELLA ACE HARDWARE	7712/1	9/10/2024	CNPY PLYSTR N/BLU 10X10',	239.77	
				7785/1	9/23/2024	CATALYST PENETRT PB & MA	53.88	
				7695/1	9/5/2024	BLACK DUCT TAPE	14.12	307.77
120809	10/16/2024	52375	CORE & MAIN LP	V530621	8/27/2024	THK RUBBER METER WASHE	473.64	473.64
120810	10/16/2024	54602	DE FRANCISCO SHEK, ANDRI	24024	10/8/2024	DESIGN GIFT BOX AND COAS	300.00	
				24025	10/8/2024	UPDATE AGAVE PLANT LOGC	75.00	375.00
120811	10/16/2024	49859	DEAZTLAN CONSULTING, LLC	2024-26	9/3/2024	LAFCO SPHERE OF INFLNC F	10,209.69	
				2024-28	10/2/2024	LAFCO SPHERE OF INFLNC F	8,941.24	19,150.93
120812	10/16/2024	12870	DEPARTMENT OF JUSTICE	761213	9/6/2024	AUG2024 FINGERPRINTS	98.00	98.00
120813	10/16/2024	49776	DESERT SEWER SUPPLY, INC	34617	9/10/2024	COA SANITARY DISTRICT FR	740.97	740.97
120814	10/16/2024	55841	DESERT VALLEY POWER SYS	2903	9/11/2024	RPLC'D CONTROL SCREEN @	1,651.18	1,651.18
120815	10/16/2024	54644	DIGITAL PALM SPRINGS	767796-1	9/30/2024	9/1-11/5 SOCIAL MEDIA ADS: I	11.00	11.00
120816	10/16/2024	42442	DIRECTV	018084532X240	9/26/2024	9/25-10/24 BUSINESS ENT PA	200.52	200.52
120817	10/16/2024	55527	DOKKEN ENGINEERING	47017	9/6/2024	PE8/31 GRPFRT/AIRPORT BL	13,690.00	13,690.00
120818	10/16/2024	44088	FERGUSON ENTERPRISES, IN	4641090	8/27/2024	CCY LFA 1.2 2HDL 4 LAV CP	152.23	152.23
120819	10/16/2024	56023	FORENSIC NURSE SPECIALIS	6032	10/1/2024	9/11 SEXUAL ASSAULT EXAM	1,200.00	1,200.00
120820	10/16/2024	44709	HOUSTON & HARRIS PCS, INC	24-26208	8/30/2024	8/29 VIDEO PIPE INSPECTION	1,997.50	1,997.50
120821	10/16/2024	20450	IMPERIAL IRRIGATION DISTRI	50705542-SP24	10/4/2024	AC50705542, 9/4-10/2, PERMI	2,208.77	2,208.77
120822	10/16/2024	24600	LOPES HARDWARE	0001059	10/8/2024	TRASH BAGS, GLOVES & SIG	121.26	121.26
120823	10/16/2024	49857	MANPOWER US INC.	38976721	9/29/2024	WE 9/29: DURAN+VARGAS	3,235.28	
				38943152	9/15/2024	WE 9/15: DURAN+VARGAS	2,852.00	
				38960445	9/22/2024	WE 9/22: DURAN+VARGAS	2,433.12	8,520.40
120824	10/16/2024	25900	MEREDITH & SIMPSON CONS	240938	9/24/2024	TRBLSHT/RPR'D 100 HP WEL	595.44	595.44
120825	10/16/2024	51579	METLIFE- GROUP BENEFITS	0082817262	8/30/2024	OCT2024 AD&D/LIFE #001096	195.62	195.62
120826	10/16/2024	45197	MSA CONSULTING, INC.	2406.002-20	8/31/2024	PE8/31 SHADY LN SEPTIC TC	307.50	307.50
120827	10/16/2024	42240	MULTI W. SYSTEMS, INC.	32431061	9/3/2024	MECHANICAL SEAL REPAIR K	2,551.37	2,551.37
120828	10/16/2024	43970	ORAWAY ENGINEERING INC.	1088	8/23/2024	INSTLL'D INFLUENT SCREW I	4,850.00	4,850.00
120829	10/16/2024	51847	PARTY TIME RENTALS	79	10/9/2024	10/19 MECHANICAL BULL RN	1,587.50	1,587.50
120830	10/16/2024	42759	PROPER SOLUTIONS, INC.	16416	9/27/2024	WE 9/27: BECERRA+LOREDC	2,130.65	
				16417	9/27/2024	WE 9/27: J. MUNOZ	1,692.80	
				16418	9/27/2024	WE 9/27: J. BELTRAN	1,560.75	5,384.20

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120831	10/16/2024	54500	RELIABLE TRANSLATIONS CC	29017	10/7/2024	10/7 DOCUMENT TRANSLATI(	146.24	
				29022	10/7/2024	10/7 DOCUMENT TRANSLATI(	91.04	237.28
120832	10/16/2024	50827	SDC SOUND COMPANY LLC	1155	9/4/2024	10/19 SOUND+LIGHTING+ET(	8,100.00	8,100.00
120833	10/16/2024	44581	SIGNARAMA	INV-125429	10/2/2024	INSTLL'D MDO SIGNS @ AV5(	2,860.62	2,860.62
120834	10/16/2024	35430	SOUTH COAST A.Q.M.D.	4421048	9/17/2024	ID 148143, F82365, >500HP G	541.04	
				4424445	9/17/2024	ID 148143, FY24/25, EMISSIO	165.96	707.00
120835	10/16/2024	54550	TBU INC.	50438	9/5/2024	EMERGENCY WTR LEAK RPF	6,627.73	
				50437	9/5/2024	RPR'D WTR LEAK @ 84364 R	6,176.82	
				50434	9/5/2024	TRENCH 25' FOR WTR VALVE	3,045.56	15,850.11
120836	10/16/2024	55220	TESCO CONTROLS, LLC	0083804-IN	9/23/2024	7/17-18 RPR'D PUMP STATIO	7,373.93	7,373.93
120837	10/16/2024	45053	TYLER TECHNOLOGIES, INC.	045-485827	9/18/2024	9/9-10 ERP MIGRATION	2,400.00	
				045-487313	9/30/2024	9/23 ERP MIGRATION	800.00	3,200.00
120838	10/16/2024	56024	VALENCIA RENTAL LLC	TOT Tax	10/8/2024	REFUND- 2023 & 2024 TOT T/	130.47	130.47

Sub total for WELLS FARGO BANK: 107,961.21

51 checks in this report.

Grand Total All Checks: 206,211.49

Date: **October 16, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
10/16/2024 10:37:19AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120839	10/16/2024	56040	ASIKIAN, VARDAN	Ref000246555	10/16/2024	UB Refund Cst #00058888	96.72	96.72
120840	10/16/2024	56035	BALLADARES, ERICA	Ref000246548	10/16/2024	UB Refund Cst #00057224	79.12	79.12
120841	10/16/2024	56042	BONILLA, MELKIS	Ref000246557	10/16/2024	UB Refund Cst #00045338	74.07	74.07
120842	10/16/2024	56039	CASTRO MHP, LLC	Ref000246554	10/16/2024	UB Refund Cst #00058791	96.09	96.09
120843	10/16/2024	56025	CASTRO, FELIPE MONTOYA	Ref000246538	10/16/2024	UB Refund Cst #00000862	164.78	164.78
120844	10/16/2024	56038	CEJA CERVANTES, ROSA	Ref000246553	10/16/2024	UB Refund Cst #00058775	67.52	67.52
120845	10/16/2024	56037	GRANITE CONSTRUCTION	Ref000246552	10/16/2024	UB Refund Cst #00058351	1,246.40	1,246.40
120846	10/16/2024	56041	LOPEZ, ALEJANDRO	Ref000246556	10/16/2024	UB Refund Cst #00058912	79.79	79.79
120847	10/16/2024	56026	MACHUCA, MARCOS	Ref000246539	10/16/2024	UB Refund Cst #00014561	38.41	38.41
120848	10/16/2024	56031	MIRANDA, ADOLFO	Ref000246544	10/16/2024	UB Refund Cst #00056213	9.05	9.05
120849	10/16/2024	56028	MORALES, ALLAN	Ref000246541	10/16/2024	UB Refund Cst #00049088	11.00	11.00
120850	10/16/2024	55966	PULTE GROUP	Ref000246551	10/16/2024	UB Refund Cst #00058026	21.21	21.21
120851	10/16/2024	56029	PULTE GROUP	Ref000246542	10/16/2024	UB Refund Cst #00055041	7.12	7.12
120852	10/16/2024	56011	PULTE GROUP CO, LLC	Ref000246549	10/16/2024	UB Refund Cst #00057818	21.45	21.45
120853	10/16/2024	56036	PULTE GROUP CO, LLC	Ref000246550	10/16/2024	UB Refund Cst #00057823	17.03	17.03
120854	10/16/2024	56030	PULTE HOME CO, LLC	Ref000246543	10/16/2024	UB Refund Cst #00056012	18.16	18.16
120855	10/16/2024	56032	PULTE HOMES	Ref000246545	10/16/2024	UB Refund Cst #00056890	87.20	87.20
120856	10/16/2024	56033	PULTE HOMES	Ref000246546	10/16/2024	UB Refund Cst #00057000	87.19	87.19
120857	10/16/2024	56034	PULTE HOMES	Ref000246547	10/16/2024	UB Refund Cst #00057011	115.05	115.05
120858	10/16/2024	56027	SALOME, LYDIA	Ref000246540	10/16/2024	UB Refund Cst #00048677	50.16	50.16
						Sub total for WELLS FARGO BANK:		2,387.52

20 checks in this report.

Grand Total All Checks: 2,387.52

Date: **October 16, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
10/21/2024 2:22:41PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2376	8/9/2024	48066	US BANK	Sta 7/25/24	7/25/2024	ACC XXXX-XXXX-XXXX-0925,	21,228.15	21,228.15
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		21,228.15

1 checks in this report.

Grand Total All Checks: 21,228.15

Date: **August 9, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
10/22/2024 8:27:57AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2377	10/23/2024	54859	AMAZON CAPITAL SERVICES,	19LQ-VJLV-1VK	10/4/2024	KENSINGTON PRO FIT ERGC	396.34	
				19QY-T9D1-LLW	10/7/2024	LOGITECH M240 SILENT BLU	43.48	
				1GDT-RYMD-FT	10/6/2024	SHARPIE ULTRA FINE POINT	70.65	
				1H1G-YQ1X-GH	10/6/2024	LOGITECH SPOTLIGHT PRES	232.16	
				1WH7-HXFG-C7	9/13/2024	LG 2023 GRAM 17" WQXGA IF	1,416.25	
				1XGC-Y93K-6H	10/16/2024	JOYO 5.8GHZ WIRELESS XLF	106.58	2,265.46
2378	10/23/2024	49989	ANDREAS LLC	87591	10/3/2024	BUSINESS CARDS: C. ESTRA	98.15	98.15
2379	10/23/2024	53291	ANGENIOUS ENGINEERING	19-07A-047	9/30/2024	PE9/30 AVE 50 BRIDGE	41,166.22	
				19-07B-043	9/30/2024	PE9/30 SR-86/AVE 50 INTERC	1,313.16	42,479.38
2380	10/23/2024	55170	AQUATIC INFORMATICS INC.	110268	9/18/2024	FOG SOFTWARE+ADDTNL US	3,294.00	3,294.00
2381	10/23/2024	45929	BECK OIL, INC.	136852	10/15/2024	PE10/15 GRAFFITI DEPT FUE	327.58	327.58
2382	10/23/2024	43462	BEST BEST & KRIEGER, LLP	1007376	9/27/2024	PE8/31, #80237.00211, GENEF	794.40	
				1007388	9/27/2024	PE8/31, #80237.00851, GLEN I	2,274.40	
				1007389	9/27/2024	PE8/31, #80237.00857, RENEV	1,191.60	
				1007390	9/27/2024	PE8/31, #80237.00866, KPC SI	370.35	
				1007391	9/27/2024	PE8/31, #80237.00868, TRAVE	1,713.40	
				1007392	9/27/2024	PE8/31, #80237.00869, AFFOF	331.00	
				1007393	9/27/2024	PE8/31, #80237.00875, MESQU	10,886.40	
				1007394	9/27/2024	PE8/31, #80237.00877, LA ENT	1,065.15	
				1007395	9/27/2024	PE8/31, #80237.00886, COPYF	673.30	
				1007396	9/27/2024	PE8/31, #80237.00887, CHROI	695.10	
				1007397	9/27/2024	PE8/31, #80237, GENERAL RE	36,730.48	
				1007377	9/27/2024	PE8/31, #80237.00220, 1645 6	831.14	
				1007378	9/27/2024	PE8/31, #80237.00237, SPOTL	695.10	
				1007379	9/27/2024	PE8/31, #80237.00443, G. THC	2,681.10	
				1007380	9/27/2024	PE8/31, #80237.00445, DESEF	3,623.64	
				1007381	9/27/2024	PE8/31, #80237.00451, COC V	772.40	
				1007382	9/27/2024	PE8/31, #80237.00500, PRA RI	6,064.50	
				1007383	9/27/2024	PE8/31, #80237.00810, LABOF	1,290.90	
				1007384	9/27/2024	PE8/31, #80237.00833, TELEC	529.60	
				1007385	9/27/2024	PE8/31, #80237.00840, CANNA	628.90	
				1007387	9/27/2024	PE8/31, #80237.00844, CHROI	1,489.50	75,332.36
2383	10/23/2024	49486	BRC CONSTRUCTION	1018	8/26/2024	RPLC'D DOOR/EMERGENCY	1,920.00	1,920.00
2384	10/23/2024	44036	DE LAGE LANDEN PUBLIC	83153095	10/12/2024	ACC #1338330, COLOR COPIE	216.41	216.41

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2385	10/23/2024	43672	DESERT VALLEY SERVICES IN	647259	9/24/2024	TISSUE TOILET, LINER 55GL,	1,964.79	
				647263	9/24/2024	AIR FRESH & HAND SOAP	374.93	2,339.72
2386	10/23/2024	44713	FARMER BROTHERS CO.	95676201	9/16/2024	COFFEE, CREAMER & CUPS	997.41	
				95676238	9/20/2024	COFFEE, CREAMER, CUPS, E	1,220.93	2,218.34
2387	10/23/2024	51892	HERC RENTALS, INC.	34886216-001	9/27/2024	8/28-9/27 ROAD GRADER RNT	9,238.73	
				34914638-001	9/17/2024	9/9-16 TELEHANDLER RNTL	1,299.62	
				34926886-001	9/18/2024	9/15-16 LIGHT TOWER+CART	2,720.36	
				34926886-002	9/19/2024	9/15-16 LIGHT TOWER RNTLS	1,369.60	
				34926886-003	9/24/2024	9/15-16 LIGHT TOWER RNTLS	4,382.72	19,011.03
2388	10/23/2024	00996	HOME DEPOT	0010085	9/23/2024	60LB QUIKRETE CONCRETE	144.69	
				6014376	9/17/2024	APPLIED CREDIT INV #21206	106.82	
				8170123	9/15/2024	LANDSCAPE STAPLES ARTIF	35.82	287.33
2389	10/23/2024	56046	LAKSAR REESE TRADING CO	1294	9/27/2024	10/23 LOCK REESE QUARTET	1,800.00	1,800.00
2390	10/23/2024	54985	MUNISERVICES LLC	INV06-019738	10/11/2024	SUTA SVCS, QTR ENDING 6/3	5,857.31	5,857.31
2391	10/23/2024	49809	RAICES CULTURA	Sponsorship	10/16/2024	2024 DIA DE LOS MUERTOS S	20,000.00	20,000.00
2392	10/23/2024	55651	SEEK PERSONNEL STAFFING	001849	9/30/2024	WE 9/29: ESPINO+MONROY+	4,121.60	4,121.60
2393	10/23/2024	48436	UNIVAR SOLUTIONS USA INC.	52458248	9/30/2024	SODIUM HYPOCHLORITE	713.18	
				52458249	9/30/2024	SODIUM HYPOCHLORITE	817.78	1,530.96
2394	10/23/2024	55817	VESTIS SERVICES, LLC	26695359	9/28/2024	ACTIVE WT POLO, WMN CAR	315.16	315.16
2395	10/23/2024	50629	VINTAGE ASSOCIATES, INC	234078	9/15/2024	SEPT2024 LNDSCPE MAINT @	12,700.00	
				234079	9/15/2024	SEPT2024 LNDSCPE MAINT @	5,247.00	
				234083	9/15/2024	SEPT2024 LNDSCPE MAINT @	10,135.00	
				234180	9/18/2024	INSTLL'D SOD @ BGDMA PAF	880.00	28,962.00
2396	10/23/2024	53455	VORTEX INDUSTRIES, INC.	15-1769252	9/20/2024	RPR'D ROLLING STEEL DOOI	2,481.29	2,481.29
2397	10/23/2024	48364	WEST COAST TURF	INV139286	8/19/2024	BANDERA SOD	1,685.63	1,685.63
2398	10/23/2024	53800	WILMINGTON TRUST N. A.	20240831-83482	8/31/2024	CFD 2018-1 SPEC TAX FD	2,000.00	2,000.00
2399	10/23/2024	54719	YUNEX LLC	90002901	9/24/2024	AUG2024 TRAFFIC SIGNAL M	2,071.50	
				5610003121	9/23/2024	AUG2024 TRAFFIC SIGNAL C	3,432.50	5,504.00
						T FOR WELLS FARGO BANK -SEPARATE CHECK:		224,047.71

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120859	10/23/2024	02137	AGGREGATE PRODUCTS, INC	58337	9/12/2024	ACCM-9.5MM (3/8") STATE CC	10,261.69	10,261.69
120860	10/23/2024	55142	AKEL ENGINEERING GROUP,	241204-02	9/23/2024	PE8/31 SVC AREA EXHIBITS (	2,729.50	2,729.50
120861	10/23/2024	56043	ALL VALLEY CRANE, INC.	12087	7/29/2024	7/29 CRANE SVC @ 52664 CE	600.00	
				12110	8/1/2024	8/1 CRANE SVC @ 52664 CES	850.00	1,450.00
120862	10/23/2024	56044	AM CONSTRUCTION SUPPLY,	3541	8/29/2024	15MM ALL PURPOSE BLADE (	652.49	652.49
120863	10/23/2024	55648	BRAWLEY ANALYTICAL, INC.	INV-000598	9/24/2024	SEPT2024 ANALYTICAL/BIOS	3,750.00	3,750.00
120864	10/23/2024	02247	CCMF	Reg 11/6-8	10/4/2024	REG 11/6-8, 2024 NFCM SEMI	600.00	600.00
120865	10/23/2024	55591	CICCS TRUST	2024-10	10/7/2024	OCT2024 CICCS TRUST EAP	171.90	171.90
120866	10/23/2024	53220	COACHELLA ACE HARDWARE	7720/1	9/12/2024	SPLY FCT	18.47	
				7721/1	9/12/2024	SR 5 IN 1 SPRY GLS HG 12OZ	99.99	
				7722/1	9/12/2024	DSP GLOVE NIT XL BLK	21.74	
				7724/1	9/12/2024	SUPPLY LNE ICE MKR 5', ETC	14.11	
				7748/1	9/16/2024	PRE-MIX STUCCO PATCH GA	46.74	
				7755/1	9/17/2024	ROOTO DRN ACD CLNR, ETC	36.95	
				7768/1	9/19/2024	C+K INT FLT BLK QT, ETC	36.95	
				7769/1	9/19/2024	MISC FASTENERS	6.51	
				7776/1	9/20/2024	CAR AIR FRSH 3PK	10.85	
				7792/1	9/23/2024	SM SCRW HX 100PK	16.30	
				7797/1	9/24/2024	ALL PUR CLNR LVNDR, ETC	17.92	
				7804/1	9/24/2024	FG ANCH SHCKL W/ PIN, ETC	131.11	
				7867/1	10/4/2024	CHAIN DBL LOOP, MISC FAST	23.71	481.35
120867	10/23/2024	55769	COLOSSAL STRUCTURAL STE	1360	10/8/2024	RPR'D PANEL/WELD DOOR @	1,300.00	1,300.00
120868	10/23/2024	44959	COMPUTER CONSULTANTS, I	38906	10/13/2024	9/25 CC MTG TRNG & 10/4 SI	875.00	875.00
120869	10/23/2024	01924	CONSOLIDATED ELECTRICAL	3298-1029533	9/24/2024	6.5W 30K 35D DIMM, ETC	754.29	754.29
120870	10/23/2024	12870	DEPARTMENT OF JUSTICE	772391	10/8/2024	SEPT2024 BLOOD ALCOHOL	350.00	
				772445	10/8/2024	MAR-APR2024 BLOOD ALCOH	70.00	420.00
120871	10/23/2024	01089	DESERT ELECTRIC SUPPLY	S3235057.001	9/10/2024	KSTN KT-WPLED20-S1-8CSB	134.92	
				S3235407.001	9/10/2024	CONDUIT 1/2-EMT ELEC MET	7.94	
				S3236107.001	9/17/2024	KSTN KT-WPLED35PS-M4-8C	152.42	
				S3240138.001	9/25/2024	JQ GREEN JQ-MR16-A06K30M	378.82	
				S3236566.001	9/13/2024	RAB X34XS 16W FLOODLIGH	363.20	
				S3237517.001	9/17/2024	RAB X34S 35W FLOODLIGHT	555.55	
				S3237621.001	9/18/2024	COOP 8SLSTPSLC-UNV 8FT S	140.41	1,733.26
120872	10/23/2024	54430	DESERT FEED BAG	Dfb1188	10/2/2024	10/19 STRAW BALE RNTL	760.82	760.82
120873	10/23/2024	54461	DESERT GROWERS NURSER	3169	9/17/2024	ICEBERG ROSE WHT, ROSEM	3,680.10	3,680.10

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120874	10/23/2024	48672	DESERT RECREATION DISTR	3739	8/31/2024	24/25 SUMMER CAMP/MOVIE	19,800.00	19,800.00
120875	10/23/2024	55683	DUDEK	202407768	9/25/2024	PE8/23 DEVELOPMENT OF W	10,325.00	
				202407437	9/17/2024	PE8/23 TYLER ST SEWER CA	22,401.54	32,726.54
120876	10/23/2024	55021	E E SYSTEMS GROUP, INC.	CC092524	9/25/2024	SOLAR HYBRID MICROGRID :	1,362.50	1,362.50
120877	10/23/2024	14700	E. S. BABCOCK & SONS, INC.	CI41527-0076W	9/26/2024	JUNE-AUG2024 LAB SAMPLE:	4,128.87	
				CI41528-0076D	9/26/2024	JULY-AUG2024 LAB SAMPLES	3,282.85	7,411.72
120878	10/23/2024	54924	EL TRANVIA RESTAURANT	09162024	9/16/2024	MEXICAN INDEPENDENCE D/	3,195.13	
				09242024	9/24/2024	MEASURE Y OUTREACH EVE	1,000.05	
				09262024	9/26/2024	PW SAFETY TRAINING BREA	325.92	4,521.10
120879	10/23/2024	56045	ERGOMETRICS AND APPLIED	146279	9/30/2024	CONNECT TESTING MATERI/	194.57	194.57
120880	10/23/2024	51141	FENCEWORKS RENTAL SYST	140913	9/18/2024	9/12-16 TEMP FENCE RNTL @	6,178.44	6,178.44
120881	10/23/2024	44088	FERGUSON ENTERPRISES, IN	4641090-1	9/3/2024	CCY LFA 1.2 2HDL 4 LAV CP	152.22	152.22
120882	10/23/2024	15900	FIESTA FORD, INC.	5125147	8/29/2024	MOULDING- WIND	155.21	155.21
120883	10/23/2024	51494	GARDA CL WEST, INC.	20618214	9/30/2024	SEPT2024 EXCESS LIABILITY	2,532.79	
				20618220	9/30/2024	SEPT2024 EXCESS LIABILITY	2,039.94	4,572.73
120884	10/23/2024	55201	HERNANDEZ, NELLY	Scholarship	10/10/2024	2024 YOUTH FOOTBALL SCH	75.00	75.00
120885	10/23/2024	20150	HYDRO AG SYSTEMS	27704	10/2/2024	PVC SCH80 FLANGE 3 SLIP, E	198.51	198.51
120886	10/23/2024	20450	IMPERIAL IRRIGATION DISTRI	50387122-SP24	10/4/2024	AC50387122, 9/4-10/2, SEWEF	36,584.89	
				50487676-SP24	10/4/2024	AC50487676, 9/4-10/2, LIFT ST	14.80	
				50509172-SP24	10/4/2024	AC50509172, 9/3-10/2, CORP '	2,225.77	
				50705544-SP24	10/4/2024	AC50705544, 9/4-10/2, PERMI'	184.60	39,010.06
120887	10/23/2024	45108	IMPERIAL SPRINKLER SUPPL'	0017641184-001	9/12/2024	HUNTER MP ROTATOR, ETC	252.99	
				0017643454-001	9/12/2024	BLUE MARKING PAINT, UTILI'	485.36	
				0017685566-001	9/16/2024	8 STA CONTROLLER INDOOR	127.71	
				0017714839-001	9/18/2024	GEL KNEE PAD	48.88	
				0017725745-001	9/18/2024	SLIP FIX 3/4", IPS PVC CEMEI	116.62	
				0017733083-001	9/19/2024	IPS PVC CEMENT, IPS PVC P	93.09	
				0017739475-001	9/19/2024	LODGE POLE TREE STAKE, E	33.76	
				0017746774-001	9/19/2024	GEL KNEE PAD & SCH40 PVC	66.70	
				0017778533-001	9/23/2024	EROSION VISQUEEN POLYSH	112.00	
				0017797842-002	9/24/2024	FX ZDC REPLACEMENT KIT L	1,296.07	
				0017804835-001	9/24/2024	HUNTER 1" STRAIGHT VLV W	90.76	
				0017808380-001	9/24/2024	FX 9LED UPLIGHT REPLACEI	419.44	3,143.38
120888	10/23/2024	55978	KIMLEY-HORN AND ASSOCIA	129748683	9/30/2024	PE9/30 LOCAL ROAD SAFETY	9,887.50	9,887.50
120889	10/23/2024	44767	KUNA FM	702026-1	9/22/2024	9/15 AD SPOT: EL GRITO EVE	5,000.00	5,000.00

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120890	10/23/2024	42709	LANDMARK CONSULTANTS, II	LP1124-18	10/17/2024	8/29-10/9 SOIL TESTING @ BC	2,448.00	2,448.00
120891	10/23/2024	54362	LINDE GAS & EQUIPMENT INC	45191983	9/17/2024	WELD CABLE, ELEC HOLDER	754.91	
				45312511	9/22/2024	8/20-9/20 IND HIGH PRESSUR	41.24	796.15
120892	10/23/2024	24600	LOPES HARDWARE	0000902	9/5/2024	CART WHEELS, HAMMER, PU	425.28	
				0001024	9/24/2024	GLASS CLEANER	13.03	
				0001047	9/3/2024	BRUSH, PUTTY KNIFE, ETC	55.95	
				0001050	9/5/2024	TEXTURE SPRAY	16.30	
				0001052	9/7/2024	2" TAPE	30.43	
				805	7/1/2024	LOCKS, ETC	47.37	
				839	7/18/2024	CORDS	13.42	601.78
120893	10/23/2024	56047	LOPEZ, ADRIANA	Scholarship	10/16/2024	2024 CVSL SCHOLARSHIP- AI	40.00	40.00
120894	10/23/2024	02162	LOWE'S COMPANIES, INC.	79461	8/23/2024	AIR CIRCULATOR	309.87	
				94224	10/1/2024	WEBER GENESIS NATURAL (	1,555.36	1,865.23
120895	10/23/2024	55842	MIG, INC.	0088430	10/17/2024	PE9/30 ADA SELF-EVALUATIC	1,205.00	1,205.00
120896	10/23/2024	47192	O'REILLY AUTO PARTS	2855-307615	8/28/2024	IGN COIL	260.48	
				2855-311977	9/11/2024	SHIFT TUBE	37.18	
				2855-312456	9/12/2024	10.7OZ STRT FD	7.38	
				2855-312494	9/12/2024	BATTERY	227.21	
				2855-313990	9/17/2024	1GAL MOTOR OIL	18.48	
				2855-314206	9/18/2024	BRAKE ROTOR & SEMI-MET F	159.69	
				2855-314360	9/18/2024	OIL FILTER & MOTOR OIL	41.07	
				2855-314556	9/19/2024	AIR FILTERS	60.99	812.48
120897	10/23/2024	56022	PALM SPRINGS PARTY COMP	2312	8/26/2024	10/24 CORN MAZE, ETC @ HA	1,650.00	1,650.00
120898	10/23/2024	52650	PALMS TO PINES PRINTING A	0920COCCSB-F	10/1/2024	ACRYLIC CUSTOM COASTER	6,247.27	6,247.27
120899	10/23/2024	02028	PETE'S ROAD SERVICE, INC.	24-0784038-00	9/10/2024	FLAT REPAIR	40.61	
				24-0785323-00	9/16/2024	DISMOUNT/MOUNT NEW TIR	484.95	
				24-0785370-00	9/18/2024	MOUNT/BALANCE NEW TIRE	136.86	
				24-0786029-00	9/18/2024	FLAT REPAIR	40.61	
				24-0787450-00	9/25/2024	MOUNT/BALANCE NEW TIRE	721.44	1,424.47
120900	10/23/2024	52596	PLANIT PRINT WORKS	935184	10/10/2024	REVISED PLANS- MESQUITE	65.17	
				935361	10/17/2024	PLAN RM POST- FIRE STATIC	8.76	73.93
120901	10/23/2024	42759	PROPER SOLUTIONS, INC.	16446	10/4/2024	WE 10/4: J. BELTRAN	1,415.08	
				16444	10/4/2024	WE 10/4: BARRIGA+LOREDO	2,840.86	
				16445	10/4/2024	WE 10/4: J. MUNOZ	1,682.22	5,938.16
120902	10/23/2024	52306	QUINN COMPANY	30051701	9/25/2024	9/16-23 REACHLIFT & BUCKE	2,264.71	2,264.71

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120903	10/23/2024	42443	RDO EQUIPMENT CO.	P0761645	9/12/2024	FUEL FILTER	26.26	26.26
120904	10/23/2024	54500	RELIABLE TRANSLATIONS CC	29031	10/8/2024	10/8 DOCUMENT TRANSLATI(	191.84	
				29034	10/8/2024	10/8 RESIDENT ENGMNT ACA	279.75	
				29107	10/15/2024	10/15 RESIDENT ENGMNT AC	280.29	
				29113	10/16/2024	10/16 PLANNING COMM MTG	196.00	947.88
120905	10/23/2024	48608	REYES COCA-COLA BOTTLIN(	43374289026	9/18/2024	SOFT DRINKS & TEA	596.74	596.74
120906	10/23/2024	55624	RIVERSIDE UNIVERSITY HEAI	RSO Thermal 20	10/1/2024	AC #2200009563, SEPT2024 S	1,200.00	1,200.00
120907	10/23/2024	44161	ROBERT HALF	64168192	10/8/2024	WE 10/4: I. GOMEZ	1,766.40	1,766.40
120908	10/23/2024	47658	RUIZVA L. PEST CONTROL	146	9/9/2024	SEPT2024 SVCS @ FIRE STA	95.00	95.00
120909	10/23/2024	55682	SALCIDO, SANDRA E.	5140	9/30/2024	SEPT2024 ZUMBA CLASSES	455.00	455.00
120910	10/23/2024	50827	SDC SOUND COMPANY LLC	1154	9/4/2024	10/23 SOUND/STAGE/VIDEO \	13,561.00	13,561.00
120911	10/23/2024	54429	SIGNATURE PARTY RENTALS	397479	8/13/2024	11/7-11 ROUND TBL 60"+LINE	2,993.67	2,993.67
120912	10/23/2024	35450	SOCALGAS	1377 6th-SP24	9/25/2024	AC 012 623 3791 6, 8/21-9/23	95.89	
				1500 6th-SP24	9/25/2024	AC 020 678 1257 4, 8/21-9/23	17.08	
				1515 6th-SP24	9/25/2024	AC 031 523 3700 6, 8/21-9/23	22.52	
				1540 7th-SP24	9/25/2024	AC 008 423 3900 4, 8/21-9/23	77.24	
				84626Bag-SP24	9/25/2024	AC 153 323 6215 9, 8/21-9/23	16.27	
				87075Av54-SP2	9/25/2024	AC 123 573 5834 5, 8/21-9/23	66.29	
				BagPool-SP24	9/25/2024	AC 069 323 6500 7, 8/21-9/23	16.27	311.56
120913	10/23/2024	54620	SOUTHWEST PROTECTIVE S	13267	9/1/2024	AUG2024 PATROL SVCS @ BI	7,573.92	
				13315	9/1/2024	AUG2024 SECURITY SVCS @	7,653.98	
				13317	9/1/2024	AUG2024 PATROL SVCS @ LI	5,802.60	
				13319	9/1/2024	AUG2024 SECURITY SVCS @	6,200.04	27,230.54
120914	10/23/2024	47319	SPARKLETTS	9467308 092424	9/24/2024	SEPT2024 WATER @ SANITA	192.82	192.82

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120915	10/23/2024	55659	STAPLES	6007389482	7/25/2024	SPLS 8.5X11 100 REC COPY (	764.31	
				6007389489	7/25/2024	HP 414X HY BLK LJ TNR CAR	1,252.60	
				6010033013	8/25/2024	MAGAZINE STAND	33.46	
				6012535458	9/25/2024	HP 58A BLK TONER CARTRID	293.82	
				6012535466	9/25/2024	SPLS KYBRD WRST RST BLC	31.61	
				6012535479	9/25/2024	AY25 RV DE WALL CLNDAR, E	18.45	
				6012535480	9/25/2024	AY25 RV DE WALL CLNDAR, E	-18.45	
				6012535450	9/25/2024	WHITE DUCK TAPE ROLL, ET	53.29	
				6012535481	9/25/2024	KLEENEX LOTION 4PK & PUR	82.06	
				6012535482	9/25/2024	STAPLER DESK ELECTRIC BI	93.39	
				6010033014	8/25/2024	STD VIEW BINDR 1IN 12PK, E	251.94	
				6012535456	9/25/2024	SCOTCH THERM LAMPOUCH	29.35	
				6010033015	8/25/2024	46X60 M PILE RECT CHRMAT	170.20	
				6010033024	8/25/2024	SPLS 8.5X11 30 REC COPY C	58.93	
				6010033025	8/25/2024	HP 952XL BLK/CMY INK 5PK,	510.62	
				6012535441	9/25/2024	DITTO 3 PIECE SET	37.94	
				6012535442	9/25/2024	QUARTERLY PLANNER	145.49	
				6012535445	9/25/2024	FOLDING STEP STOOL	24.35	
				6012535446	9/25/2024	OFFICE CHAIR BLZP806BK	213.95	
				6012535449	9/25/2024	AY25 RV DE WALL CLNDAR, E	18.45	
				6012535452	9/25/2024	BOSTITCH ELECTRIC STPLR	61.27	
				6012535454	9/25/2024	STAPLES 8.5X11 COPY CS, E	119.12	
				6012535460	9/25/2024	FLDR HGING BOX BOTM LGL	107.29	
				6012535462	9/25/2024	NX2 BRIGADE 600 SERIES, E	1,065.98	5,419.42
120916	10/23/2024	00102	SUNLINE TRANSIT AGENCY	INV08129	8/30/2024	AUG2024 CNG FUEL	1,306.01	1,306.01
120917	10/23/2024	53745	SUPERIOR ELECTRIC MOTOF	138651	8/26/2024	REBUILT HIDROSTAL PUMP	9,995.86	9,995.86
120918	10/23/2024	51918	THE GREATER COACHELLA V	50050	7/15/2024	JULY-SEPT2024 QTRLY DISBU	19,000.00	
				ECP-013	9/15/2024	OCT-DEC2024 QTRLY DISBUI	19,000.00	38,000.00
120919	10/23/2024	54879	THREE PEAKS CORP	97	9/30/2024	PE9/30 BGDMA PRK MISC SIT	55,757.87	55,757.87

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120920	10/23/2024	48152	TKE ENGINEERING, INC.	2024-1025	10/14/2024	PE7/31 ENG SVCS, COACHEL	3,672.50	
				2024-1027	10/14/2024	PE7/31 PLNCK, TRACT 38557	2,415.00	
				2024-1028	10/14/2024	PE7/31 PLNCK, 1609 2ND STF	112.50	
				2024-1029	10/14/2024	PE7/31 PLNCK, 84635 AVE 51	105.00	
				2024-1033	10/14/2024	PE7/31 PLNCK, CALHOUN ST	300.00	
				2024-1190	10/14/2024	PE8/31 PLNCK, TRACT 38557	2,430.00	
				2024-1191	10/14/2024	PE8/31 PLNCK, RANCHO MAF	65.00	
				2024-1192	10/14/2024	PE8/31 PLNCK, CALHOUN ST	100.00	
				2024-1193	10/14/2024	PE8/31 PLNCK, 1451 3RD ST	131.25	
				2024-1194	10/14/2024	PE8/31 PLNCK, 84650 AVE 49	1,435.00	
				2024-1195	10/14/2024	PE8/31 PLNCK, 48151 GRAPE	1,145.00	
				2024-1030	10/14/2024	PE7/31 PLNCK, 85901 AVE 53	857.00	
				2024-1031	10/14/2024	PE7/31 PLNCK, R/W AND TCE	195.00	12,963.25
120921	10/23/2024	51093	T-MOBILE USA, INC.	9581871001	10/3/2024	9/18-23 GPS LOCATE	115.00	
				9582315087	10/7/2024	8/25-30 TIMING ADVANCE & 9	165.00	
				9582315088	10/7/2024	8/25-30 TIMING ADVANCE & 9	165.00	445.00
120922	10/23/2024	38250	TOPS N BARRICADES	1109174	9/10/2024	REGULATOR ASC 12-8 V & FL	979.84	
				1109281	9/16/2024	9/15 K-RAIL PLSTC WTR FILL	1,111.10	
				1109286	9/16/2024	9/3-16 CHNGBLE MSG SIGN F	2,580.00	
				1109287	9/16/2024	9/3-16 CHNGBLE MSG SIGN F	2,580.00	
				1109288	9/16/2024	9/3-16 CHNGBLE MSG SIGN F	2,580.00	
				1109289	9/16/2024	9/3-16 CHNGBLE MSG SIGN F	1,290.00	
				1109290	9/16/2024	9/13-16 K-RAIL PLSTC WTR F	360.00	
				1109314	9/18/2024	9/11-16 BARRICADE RNTLS	445.00	11,925.94
120923	10/23/2024	44978	TRI-STATE MATERIALS, INC.	113803	9/16/2024	3/8" APACHE BROWN	3,301.38	
				113925	9/17/2024	3/8" APACHE BROWN	2,029.21	5,330.59
120924	10/23/2024	55910	TWENTY-NINE PALMS BAND (	1	10/16/2024	DILLON ROAD PAVING IMPRC	908,298.30	908,298.30
120925	10/23/2024	50440	VELOCITY DYNAMICS LLC	0000027420	9/20/2024	SHCS 1/4-20 X 5/8L LH 18-8	98.39	
				0000027376	9/6/2024	SEAL MECHANICAL ROTARY	211.13	309.52
120926	10/23/2024	49255	VEOLIA ES TECHNICAL SOLU	EW1730213	9/24/2024	2GAL SEALED LEAD ACID BA	1,826.30	1,826.30
120927	10/23/2024	44966	VERIZON WIRELESS	9975187458	10/1/2024	AC371867190-00002, 9/2-10/1	207.96	
				9970374738	8/1/2024	AC371867190-00001, 7/2-8/1	6,546.25	
				9970374739	8/1/2024	AC371867190-00002, 7/2-8/1	372.91	7,127.12

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120928	10/23/2024	49778	WEST COAST ARBORISTS, IN	216824	7/15/2024	7/1-15 TREE MAINT @ PARKS	9,933.80	
				219349	9/15/2024	9/1-15 TREE MAINT @ PARKS	4,318.40	
				216823	7/15/2024	7/1-15 TREE MAINT @ LLMD'S	11,559.60	25,811.80
120929	10/23/2024	44203	WEST COAST SAND & GRAVE	3878972	9/18/2024	3/8 SCREENED APACHE BRO	808.13	
				3879103	9/18/2024	3/8 SCREENED APACHE BRO	673.44	
				3879490	9/18/2024	3/8 SCREENED APACHE BRO	673.44	
				3879573	9/18/2024	3/8 SCREENED APACHE BRO	673.44	2,828.45
120930	10/23/2024	48971	XPRESS GRAPHICS & PRINTI	24-64472	9/5/2024	BAR WRAP/VINYL (TTC FEST	1,246.96	
				24-64528	9/7/2024	VETERAN POLE BANNERS	147.27	1,394.23
120931	10/23/2024	42100	ZUMAR INDUSTRIES INC	9686	9/27/2024	SCHOOL SYMBOL, ETC	1,846.19	1,846.19
						Sub total for WELLS FARGO BANK:		1,329,339.78

96 checks in this report.

Grand Total All Checks: 1,553,387.49

Date: **October 23, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
10/28/2024 8:07:01AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120932	10/28/2024	56018	BARAJAS, SONIA M.	002	10/28/2024	10/28 CHILD CARE SVCS @ M	425.00	425.00
						Sub total for WELLS FARGO BANK:		425.00

1 checks in this report.

Grand Total All Checks: 425.00

Date: **October 28, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
10/30/2024 10:14:17AM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2400	10/30/2024	48014	ALBERT A. WEBB ASSOCIATE	20230196	9/28/2024	PE9/28 SVCS: CENTRAL PARI	74,140.00	74,140.00
2401	10/30/2024	54859	AMAZON CAPITAL SERVICES,	1GDN-P3J7-1W	7/30/2024	3GAL LOCKABLE STORAGE E	355.64	
				1HKK-19Q1-6XM	10/21/2024	PENDAFLEX TRANSLUCENT	27.20	
				1NXK-3NNL-G3	10/20/2024	YOHOM NO DRILLING FILE H	38.04	
				1PRK-D44K-3RV	8/6/2024	BPHS1 BROADCAST STEREC	486.11	
				1XMH-4NFX-TH	8/12/2024	GEL COMPUTER MOUSE PAD	133.20	
				1R4P-KM1K-HR	10/22/2024	OFFICE CHAIR WHEELS	40.82	1,081.01
2402	10/30/2024	49989	ANDREAS LLC	87594	10/10/2024	WATER DEPT BUSINESS CAF	98.15	98.15
2403	10/30/2024	45929	BECK OIL, INC.	136779	10/15/2024	PE10/15 ENG DEPT FUEL	75.88	
				136781	10/15/2024	PE10/15 LLMD DEPT FUEL	154.42	
				136785	10/15/2024	PE10/15 STREETS DEPT FUE	560.93	
				136787	10/15/2024	PE10/15 WATER DEPT FUEL	1,537.97	
				136790	10/15/2024	PE10/15 PARKS DEPT FUEL	473.22	
				136804	10/15/2024	PE10/15 VEHICLE MAINT DEF	338.22	
				136805	10/15/2024	PE10/15 SENIOR CNTR FUEL	231.61	
				136813	10/15/2024	PE10/15 CODE ENF DEPT FU	572.87	
				136823	10/15/2024	PE10/15 SANITARY DEPT FUE	853.08	
				136826	10/15/2024	PE10/15 BLDG MAINT DEPT F	176.00	
				136827	10/15/2024	PE10/15 ADMIN DEPT FUEL	144.68	
				134906	10/2/2024	DIESEL FUEL	1,179.60	6,298.48
2404	10/30/2024	43862	BRENNTAG PACIFIC, INC	BPI451829	8/12/2024	APPLIED CREDIT INV #BPI46	1,229.60	1,229.60
2405	10/30/2024	02320	CALPERS	1000000177104	10/14/2024	#6373819375, NOV2024 HEAL	127,350.39	
				1000000177104	10/14/2024	#6373819375, NOV2024 HEAL	14,266.50	141,616.89
2406	10/30/2024	44307	CIVICPLUS LLC	319622	9/30/2024	MUNICODE PAGES, ORDBAN	1,927.60	
				320194	10/11/2024	OT2024-SP2025 SUPP/ORDB	4,070.00	5,997.60
2407	10/30/2024	00749	COUNTY OF RIVERSIDE	SH0000046775	10/9/2024	8/22-9/18 LAW ENFORCEMEN	800,190.80	
				SH0000046776	10/9/2024	8/22-9/18 LAW ENFORCEMEN	12,328.94	812,519.74
2408	10/30/2024	49858	CV PIPELINE CORP.	S3540	9/25/2024	SEPT2024 HYDRO-WASH @	12,250.00	12,250.00
2409	10/30/2024	42500	DEKRA-LITE INDUSTRIES, INC	ARINV023499	9/29/2024	LED MINI LIGHTS & UNIVERS	4,203.62	
				ARINV023731	10/15/2024	3' CLASSIC WREATHS	928.73	5,132.35
2410	10/30/2024	43672	DESERT VALLEY SERVICES IN	648079	10/3/2024	TOILET TISSUE, TOWEL ROL	928.34	
				648724	10/10/2024	FLOOR CLEANER	106.18	
				648869	10/14/2024	S/O CLNR DISINFECT PINE	979.75	2,014.27
2411	10/30/2024	53799	ENTERPRISE FM TRUST	FBN5161554	10/4/2024	OCT2024 LEASE CHRGS (FOI	33,881.65	33,881.65

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2412	10/30/2024	44713	FARMER BROTHERS CO.	95676316	10/7/2024	COFFEE, SLEEVES, LIDS & C	1,278.84	1,278.84
2413	10/30/2024	00207	GRAINGER INC	9278046264	10/10/2024	HID 100 W ED23-1/2 MOGUL S	1,635.41	
				9278678462	10/11/2024	ELECTROLYTE DRINK MIX	262.90	1,898.31
2414	10/30/2024	53123	GRANICUS	190434	9/17/2024	JULY2024-JUNE2025 AVIOR 5	20,479.80	20,479.80
2415	10/30/2024	51892	HERC RENTALS, INC.	34902994-001	9/19/2024	9/3-19 WATER TRUCK RNTL	3,210.28	
				34925000-001	9/19/2024	9/11-19 WATER TRUCK RNTL	2,622.43	5,832.71
2416	10/30/2024	00996	HOME DEPOT	4012052	10/9/2024	CDX PLYWOOD & WORK GLC	535.30	
				6170572	10/7/2024	HUSKY EXT CORD, HUSKY 15	327.23	862.53
2417	10/30/2024	53779	JONES, ROACH & CARINGELL	2024-038	6/20/2024	COACHELLA ACQUISITION- A	25,000.00	25,000.00
2418	10/30/2024	53552	QUENCH USA, INC.	INV08014741	10/1/2024	AC D347648, OCT2024 RNTL,	39.47	
				INV08024346	10/1/2024	AC D347651, OCT2024 RNTL,	39.47	78.94
2419	10/30/2024	55651	SEEK PERSONNEL STAFFING	001838	9/24/2024	WE 9/22: COLICE+ESPINO+R	3,864.00	
				001856	10/7/2024	WE 10/6: ESPINO+SANTIAGO	2,502.40	
				001865	10/14/2024	WE 10/13: ESPINO+SANTIAG	2,502.40	8,868.80
2420	10/30/2024	55817	VESTIS SERVICES, LLC	SEP2024	9/30/2024	PE9/30, CUST #792282344/45,	3,211.32	
				SEP2024 CC	9/30/2024	PE9/30, CUST #792567364, M	753.84	
				SEP2024 SAN	9/30/2024	PE9/30, CUST #792282347, UI	1,132.51	
				SEP2024 GRFT	9/30/2024	PE9/30, CUST #6136434, UNIF	48.08	5,145.75
2421	10/30/2024	50629	VINTAGE ASSOCIATES, INC	234222	9/27/2024	9/16-19 ADDTNL WORK @ VE	3,520.00	
				234353	9/30/2024	RPLC'D VALVE @ VETERANS	175.00	
				234354	9/30/2024	RPLC'D VALVE @ DATELAND	275.00	
				234371	9/30/2024	INSTLL'D ROCK, ETC @ COR	7,885.00	11,855.00
2422	10/30/2024	51697	WESTERN WATER WORKS SU	1410098-00	9/18/2024	2-1/2 DI HYD 6H DI CAPS 1-1/	4,306.71	
				1410127-00	9/24/2024	SOFT COPPER TUBING 100F	1,120.13	
				1410198-00	10/3/2024	SOFT COPPER TUBING 100F	2,240.25	
				1410057-00	9/16/2024	SOFT COPPER TUBING 100F	2,027.31	9,694.40
2423	10/30/2024	53596	XTREME HEATING AND AIR	2625	10/1/2024	INSTLL'D DUCTLESS MINI SP	5,364.00	5,364.00
2424	10/30/2024	54719	YUNEX LLC	90002902	9/24/2024	RMV'D CROSSWALK/SUPPLIE	25,362.00	25,362.00

T FOR WELLS FARGO BANK -SEPARATE CHECK: 1,217,980.82

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120933	10/30/2024	51894	ALPHA MEDIA LLC	788557-1	10/20/2024	10/4-19 AD SPOT: TTC FESTI	1,500.00	1,500.00
120934	10/30/2024	52722	AMERICAN OUTREACH FOUN	2024	10/22/2024	COMMUNITY BASED GRANT	1,000.00	1,000.00
120935	10/30/2024	56049	ARAMBULA, JUAN	Refund	10/21/2024	DEPOSIT REFUND- 10/1 LIBR	300.00	300.00
120936	10/30/2024	49939	ARRIAGA, ABBY	Refund	10/21/2024	DEPOSIT REFUND- 10/5 LIBR	300.00	300.00
120937	10/30/2024	55793	BIOSYSTEMS, INC.	20828	8/28/2024	BIO SLIDE 55GL DR	1,220.00	1,220.00
120938	10/30/2024	54517	BLACK KNIGHT TECHNOLOGI	10341480	10/15/2024	SEPT2024 SITXPRO SBSCRP	250.00	250.00
120939	10/30/2024	55974	BOB MURRAY & ASSOCIATES	10818	10/15/2024	FINANCE DIRECTOR RECRUI	3,199.23	3,199.23
120940	10/30/2024	52723	BRIGHT EVENT RENTALS, LL	813594	10/14/2024	9/14-16 GENERATOR RNTL	3,685.00	3,685.00
120941	10/30/2024	44494	BURRTEC WASTE & RECYCLI	BD 10/1/24	10/1/2024	AC 44-BS 405340, 85075 AVE	65.38	65.38
120942	10/30/2024	42506	BURRTEC WASTE INDUSTRIES	SS4-2024	10/28/2024	SS4 FY23/24 REFUSE COLLE	69,772.35	69,772.35
120943	10/30/2024	46356	C.V. CONSERVATION COMMI	Sept2024	10/16/2024	SEPT2024 LDMF MULTI-SPEC	48,376.35	48,376.35
120944	10/30/2024	01684	C.V. ECONOMIC PARTNERSH	4102	10/21/2024	2024 ECONOMIC SUMMIT SP	1,750.00	1,750.00
120945	10/30/2024	07950	CITY OF COACHELLA	Sept 2024	9/30/2024	SEPT2024 WATER- ST, PARK	71,773.41	
				Sept 2024-LLD's	9/30/2024	SEPT2024 WATER- LLD'S	18,640.77	90,414.18
120946	10/30/2024	53220	COACHELLA ACE HARDWARE	7811/1	9/25/2024	WALLPLATE SWITCH 1G WH	66.76	
				7846/1	10/1/2024	MMCD MLT-SF CLNR SP HNY	13.05	
				7847/1	10/1/2024	PAINTERS TAPE, CONT PRO	201.68	
				7848/1	10/1/2024	AUTO ADHESIV EPOXY, ETC	24.44	
				7894/1	10/9/2024	O-RINGS	4.31	
				7901/1	10/10/2024	PADLOCK 7/8" BRASS PK2, E	45.65	
				7931/1	10/16/2024	DRY LUBRICANT SPCLS, ETC	31.50	
				7932/1	10/16/2024	PADLOCK 1-1/2" PIN TW BRS	20.65	
				7938/1	10/16/2024	BATTERY ALKALINE AAA 10PI	17.39	
				7959/1	10/21/2024	FOLD BUFT TABLE WHT 72",	154.93	580.36
120947	10/30/2024	54082	COACHELLA GREENERY	2024 Grant	10/16/2024	CANNABIS EQUITY GRANT P	16,300.00	16,300.00
120948	10/30/2024	54137	CONSERVE LANDCARE LLC	359299	6/30/2024	REGULATED ROTORS @ DIS	244.27	244.27
120949	10/30/2024	11800	COUNTY OF RIVERSIDE	AN0000003021	10/23/2024	SEPT2024 ANL SHLTR+FIELD	69,324.64	69,324.64
120950	10/30/2024	09650	CVAG	Sept2024	10/16/2024	SEPT2024 TUMF FEES	79,460.00	79,460.00
120951	10/30/2024	49859	DEAZTLAN CONSULTING, LL	2024-30	10/22/2024	2024 STATE OF THE CITY PR	20,900.00	20,900.00
120952	10/30/2024	42219	DELL FINANCIAL SERVICES	10777315220	10/16/2024	OPTIPLEX SMALL FORM FAC	7,041.73	7,041.73
120953	10/30/2024	44836	DESERT CITY GLASS, INC	2154	10/8/2024	INSTLL'D 1" TEMPERED GLA	396.94	
				2155	10/8/2024	INSTLL'D 5/8" ANNEALED GL	477.57	874.51
120954	10/30/2024	01089	DESERT ELECTRIC SUPPLY	S3236107.002	9/27/2024	ENVISION LED-FLM-E12T-6W	133.85	
				S3244412.001	10/9/2024	SYL LU100/ECO ED23-1/2 MO	552.15	
				S3244614.001	10/9/2024	WIRE THHN-10-BLK-19STR-C	602.17	1,288.17

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120955	10/30/2024	53007	DESERT PROMOTIONAL &	100833	10/10/2024	T-SHIRTS W/ SCREENPRINT	2,486.44	2,486.44
120956	10/30/2024	13700	DEWEY PEST CONTROL INC.	16984492	10/1/2024	AC1067451, OCT-DEC2024, 1!	126.00	
				16953868	10/1/2024	AC1452292, OCT-DEC2024, 1!	159.00	
				16953869	10/1/2024	AC1450610, OCT2024, DE OR	160.00	
				16960985	10/1/2024	AC2028126, OCT-DEC2024, 1!	240.00	
				16960986	10/1/2024	AC2012540, OCT2024, 51301 I	1,200.00	
				16960987	10/1/2024	AC2012536, OCT2024, 48400 '	1,200.00	
				16964071	10/1/2024	AC241000, OCT-DEC2024, 15'	111.00	
				16973953	10/1/2024	AC1318239, OCT-DEC2024, F	99.00	
				16973954	10/1/2024	AC1318244, OCT-DEC2024, B	99.00	
				16973955	10/1/2024	AC1318235, OCT-DEC2024, 8	99.00	
				16973956	10/1/2024	AC1318236, OCT-DEC2024, R	132.00	
				16973967	10/1/2024	AC1281215, OCT2024, SIERR	301.00	
				16973968	10/1/2024	AC1281218, OCT2024, 51251 I	900.00	
				AC934340-OT/D	10/1/2024	AC934340, OCT-DEC2024, SA	450.00	
				AC1062335-OT/	10/1/2024	AC1062335, OCT-DEC2024, C	444.00	
				AC1315475-OT/	10/1/2024	AC1315475, OCT-DEC2024, P	828.00	
				AC1434611-OT/I	10/1/2024	AC1434611, OCT-DEC2024, P	585.00	
				16937498	10/1/2024	AC1126447, OCT-DEC2024, S	99.00	
				16940517	10/1/2024	AC1404426, OCT-DEC2024, LI	264.00	
				16942563	10/1/2024	AC102942, OCT-DEC2024, 15'	175.50	
				16943059	10/1/2024	AC1008112, OCT-DEC2024, C	135.00	
				16949105	10/1/2024	AC103361, OCT2024, 1540 7T	80.00	
				16980743	10/1/2024	AC1178382, OCT-DEC2024, B	135.00	
				16980746	10/1/2024	AC1161434, OCT-DEC2024, B	195.00	8,216.50
120957	10/30/2024	48977	EVERON	156286181	9/3/2024	OT-DC2024 ALARM/EXT SVC	374.34	
				156286182	9/3/2024	OCT2024 ALARM/EXT SVC PL	1,414.03	
				156286183	9/3/2024	OCT2024, CELL/EXT SVC PLN	38.11	1,826.48
120958	10/30/2024	55813	EWING IRRIGATION PRODUC	23585584	10/1/2024	ZDC-KIT-L	731.03	731.03
120959	10/30/2024	56048	GASTELUM, JUAN CARLOS	Turf Rbt	10/22/2024	TURF REMOVAL REBATE PR	3,000.00	3,000.00
120960	10/30/2024	55883	GREEN ROOM THEATER COM	2024	10/22/2024	COMMUNITY BASED GRANT	1,000.00	1,000.00
120961	10/30/2024	20150	HYDRO AG SYSTEMS	27708	10/2/2024	PVC CAP 1/2 S SCH40, ETC	32.32	32.32

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120962	10/30/2024	45108	IMPERIAL SPRINKLER SUPPL	0017788340-001	10/3/2024	50 STA TWO WIRE BASE CON	1,691.04	
				0017804835-003	10/9/2024	FX ZDC REPLACEMENT KIT, I	595.45	
				0017821106-001	10/15/2024	FX 3LED UPLIGHT REPLACEM	-80.65	
				0017894491-001	10/1/2024	HUNTER MP ROTATOR	58.19	
				0017914824-001	10/2/2024	KING DRYCONN BLK/WHT W	328.21	
				0017932945-001	10/3/2024	47" SHOVEL & FLEXGRIP GLC	51.96	
				0017940600-001	10/3/2024	CORONA FIXED TINE LEAF R	83.86	
				0018006293-001	10/9/2024	CORONA CLASSIC CUT BYPA	86.93	
				0017931328-001	10/3/2024	KELL TOPPER SOD PREP, SE	254.26	3,069.25
120963	10/30/2024	55169	INDUSTRIAL HEALTH MEDICA	00012273	10/10/2024	OCT2024 DRUG TEST SVC	85.00	85.00
120964	10/30/2024	42444	JERNIGANS SPORTING GOOI	Sta 10/16/24	10/16/2024	SEPT2024 EMPLOYEE WORK	1,165.50	1,165.50
120965	10/30/2024	55978	KIMLEY-HORN AND ASSOCIA	29637683	9/30/2024	PE9/30 HSIP CYCLE 12 APP S	3,600.00	
				29750181	9/30/2024	PE9/30 ADDTNL HSIP CYCLE	7,000.00	10,600.00
120966	10/30/2024	47328	KONICA MINOLTA	45671519	9/30/2024	C550I, 1515 6TH ST, SEPT 20	641.01	641.01
120967	10/30/2024	44767	KUNA FM	701716-1	10/20/2024	10/4-18 AD SPOT: TTC FESTI	1,500.00	1,500.00
120968	10/30/2024	56051	LAGUNA CLAY CO.	SI237438	8/7/2024	EM-1136 EDGEWATER BK, E	634.18	634.18
120969	10/30/2024	45051	LAMAR OF PALM SPRINGS	116365198	9/30/2024	9/30-10/27 POSTER ADVERTI	1,273.00	
				116365201	9/30/2024	9/30-10/27 POSTER ADVERTI	845.45	2,118.45
120970	10/30/2024	42709	LANDMARK CONSULTANTS, I	LP1124-27	10/17/2024	9/26-10/9 SOIL TESTING @ MI	1,260.00	
				LP1124-39	10/18/2024	9/26-10/9 AC CORING @ AVE	1,750.00	3,010.00
120971	10/30/2024	24600	LOPES HARDWARE	0000961	9/17/2024	WRENCHES, SPRAY PAINT, F	407.14	
				0001007	9/30/2024	PUSH BROOM, DUCK TAPE, F	326.40	
				0001080	10/19/2024	PAINT SUPPLIES	40.41	
				809	9/24/2024	SPRAY PAINT, SILICONE CLE	284.64	
				0000938	10/10/2024	2001 LOCKS, KNIFE, FLOODL	283.26	1,341.85
120972	10/30/2024	02162	LOWE'S COMPANIES, INC.	86823	10/9/2024	TWIST REFRIGERATOR WAT	278.88	278.88
120973	10/30/2024	54971	LUA, ANGEL GRANILLO	0008	9/30/2024	JULY-SEPT2024 ENGLISH INS	2,422.50	2,422.50
120974	10/30/2024	54858	LUNA, NOE	Refund	10/21/2024	DEPOSIT REFUND- 9/28 BAG	300.00	300.00
120975	10/30/2024	51579	METLIFE- GROUP BENEFITS	0083185828	10/1/2024	NOV2024 AD&D/LIFE #001096	299.95	299.95
120976	10/30/2024	47192	O'REILLY AUTO PARTS	2855-318553	10/2/2024	BATTERY	150.39	
				2855-318863	10/3/2024	BATTERY	227.21	
				2855-320158	10/7/2024	BATTERY	166.53	
				2855-320207	10/7/2024	STR WHL CVR	65.23	609.36
120977	10/30/2024	50595	PACIFIC LIGHTWAVE INC	81430	10/28/2024	NOV2024 INTERNET SVCS	799.00	799.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120978	10/30/2024	52650	PALMS TO PINES PRINTING A	0722COCTOTR-	10/14/2024	COTTON GUSSET TOTE	3,220.03	
				0901OCCBPK-F	10/14/2024	USB CHARGING PORT TRAVE	2,400.87	5,620.90
120979	10/30/2024	53427	PASTION INDUSTRIES, INC.	045228	9/26/2024	OT-DC2024 FIRE ALARM/RAD	195.00	195.00
120980	10/30/2024	54431	PEREZ MARKET	0225647	10/24/2024	10/31 SENIOR CNTR HALLOW	1,500.00	
				0225648	10/24/2024	10/31 EMPLOYEE HALLOWEE	1,700.00	3,200.00
120981	10/30/2024	02028	PETE'S ROAD SERVICE, INC.	24-0789180-00	10/1/2024	DISMOUNT/MOUNT NEW TIR	335.49	
				24-0789873-00	10/3/2024	FLAT REPAIRS	76.88	
				24-0791193-00	10/9/2024	MOUNT/BALANCE NEW TIRE	546.88	959.25
120982	10/30/2024	46837	PRECISION BACKFLOW	PBF162157	9/17/2024	INSTLL'D BACKFLOW @ CIVI	1,449.00	1,449.00
120983	10/30/2024	42759	PROPER SOLUTIONS, INC.	16470	10/11/2024	WE 10/11: J. MUNOZ	1,692.80	
				16471	10/11/2024	WE 10/11: J. BELTRAN	1,560.75	
				16469	10/11/2024	WE 10/11: AHUMADA+LORED	3,071.20	6,324.75
120984	10/30/2024	50333	PUEBLO UNIDO CDC	2024	10/22/2024	COMMUNITY BASED GRANT	1,000.00	1,000.00
120985	10/30/2024	52344	QUADIENT FINANCE USA, INC	CD 10/13/24	10/13/2024	SEPT/OCT2024 POSTAGE BY	2,070.08	2,070.08
120986	10/30/2024	52327	QUADIENT LEASING USA, INC	Q1530362	10/1/2024	9/30-12/29, LSE #N24083160,	1,067.39	1,067.39
120987	10/30/2024	53898	QUADIENT, INC.	61439202	10/14/2024	NOV2024/25 MAINT: DS-35 IN	1,620.28	1,620.28
120988	10/30/2024	42547	RAP FOUNDATION/SNR INSP	SIA2025-002	10/16/2024	3/27 SENIOR INSPIRATION AV	4,000.00	
				SIA2025-002 5	10/16/2024	3/27 SENIOR INSPIRATION AV	750.00	4,750.00
120989	10/30/2024	54500	RELIABLE TRANSLATIONS CC	29050	10/9/2024	10/9 CC MTG SVCS	686.00	
				29162	10/21/2024	10/21 CODE ENF PRESENTAT	75.00	
				29175	10/22/2024	10/22 CANNABIS RESIDENT E	75.00	
				29176	10/22/2024	10/22 DOCUMENT TRANSLAT	75.00	
				29182	10/22/2024	10/22 RESIDENT ENGMNT AC	280.29	
				29227	10/25/2024	10/24 COMMUNITY MTG SVC	279.75	1,471.04
120990	10/30/2024	44161	ROBERT HALF	64194125	10/15/2024	WE 10/11: I. GOMEZ	1,766.40	1,766.40
120991	10/30/2024	56050	ROMERO, OLIVIA	Refund	10/21/2024	DEPOSIT REFUND- 9/28 LIBR	300.00	300.00
120992	10/30/2024	53295	RUIZ, JUDITH	Trvl Exp 10/27-3	10/23/2024	TRVL EXP 10/27-30, CALPERS	393.96	393.96
120993	10/30/2024	47658	RUIZVA L. PEST CONTROL	147	10/8/2024	OCT2024 SVCS @ FIRE STAT	95.00	95.00
120994	10/30/2024	00382	SAFEGUARD BUSINESS SYST	9006034285	10/15/2024	W-2 BLANK FORMS & ENVEL	296.18	296.18
120995	10/30/2024	55272	SALAS, LAWRENCE Y.	Sep2024	10/3/2024	SEP2024 CITIZENSHIP CLASS	870.00	870.00
120996	10/30/2024	54974	SIXTH STREET COFFEE	01282301	10/23/2024	10/23 COLD BREW, ETC + SE	1,315.00	1,315.00
120997	10/30/2024	54620	SOUTHWEST PROTECTIVE S	13323	10/1/2024	SEPT2024 SECURITY SVCS @	5,636.40	
				13324	10/1/2024	SEPT2024 PATROL SVCS @ L	5,191.80	
				13325	10/1/2024	SEPT2024 PATROL SVCS @ E	7,451.76	
				13326	10/1/2024	SEPT2024 SECURITY SVCS @	7,045.52	25,325.48

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
120998	10/30/2024	55659	STAPLES	6012535468	9/25/2024	SPLS 8.5X11 30 REC COPY C	370.46	
				6012535471	9/25/2024	MR CLEAN PRO FLR CLNR	67.75	
				6012535474	9/25/2024	FIRST AID KIT	52.96	
				6012535477	9/25/2024	THANK YOU BAGS	68.48	559.65
120999	10/30/2024	02207	STATE BOARD OF EQUALIZAT	UT-2023	10/23/2024	2023 SALES & USE TAX+PNLT	541.32	541.32
121000	10/30/2024	52125	TAG/AMS, INC.	936	10/12/2024	SEPT2024 DRUG TESTING	130.00	130.00
121001	10/30/2024	52237	THE WORKS FLOOR & WALL	6603-1	10/15/2024	INSTLL'D PLAQUE @ VETERA	950.67	950.67
121002	10/30/2024	48152	TKE ENGINEERING, INC.	2024-1026	10/14/2024	PE7/31 PLNCK, AIRPORT BUS	280.00	
				2024-1032	10/14/2024	PE7/31 PLNCK, COACHELLA \	2,142.00	
				2024-1189	10/14/2024	PE8/31 PLNCK, AIRPORT BUS	490.00	2,912.00
121003	10/30/2024	51093	T-MOBILE USA, INC.	9582420661	10/8/2024	8/25-30 TIMING ADVANCE & 9	165.00	
				9582658065	10/10/2024	10/1-29 GPS LOCATE	115.00	280.00
121004	10/30/2024	38250	TOPS N BARRICADES	1109678	10/3/2024	MESH CLASS III LIME, ETC	76.64	
				1109795	10/9/2024	HARD HATS	15.77	92.41
121005	10/30/2024	45053	TYLER TECHNOLOGIES, INC.	045-489050	10/9/2024	10/1 ERP MIGRATION	1,600.00	
				045-489526	10/28/2024	DC2024-NV2025 TOUCHSCRE	442.00	
				045-490126	10/16/2024	10/10 ERP MIGRATION	800.00	2,842.00
121006	10/30/2024	39640	VALLEY LOCK & SAFE	188532	8/19/2024	CK-USB	835.20	
				190115	10/15/2024	INSTLL'D CYBER CYL @ 790 \	721.99	
				190116	10/15/2024	INSTLL'D CYBER CYLS @ PE	875.32	2,432.51
121007	10/30/2024	55816	VERIZON CONNECT FLEET U	364000061322	9/3/2024	AUG2024 VEHICLE TRACKIN	1,268.75	
				350000061179	10/1/2024	SEPT2024 VEHICLE TRACKIN	1,278.16	2,546.91
121008	10/30/2024	44775	VISTA PAINT CORPORATION	2024-674180-00	10/21/2024	COVERALL EXT FLAT ACCEN	49.70	49.70
121009	10/30/2024	54464	WHITE CAP, L.P.	50028488003	9/25/2024	RADIUS EDGER KRAFT, ETC	61.80	61.80
121010	10/30/2024	48971	XPRESS GRAPHICS & PRINTI	24-65028	9/30/2024	BUS STOP SIGNS	335.42	
				24-65074	10/2/2024	VETERAN POLE BANNERS	674.85	
				24-65113	10/3/2024	RWLM STREET BANNERS	567.35	
				24-65116	10/3/2024	MILITARY BANNERS	1,509.18	
				24-65312	10/10/2024	TTC FESTIVAL VENDOR BAN	388.24	
				24-65543	10/19/2024	MINI FLASHLIGHTS	1,710.68	
				24-65675	10/23/2024	MESQUITE COMMUNITY CEL	31.01	5,216.73
						Sub total for WELLS FARGO BANK:		542,719.28

103 checks in this report.

Grand Total All Checks: 1,760,700.10

Date: **October 30, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
11/05/2024 12:05:50PM

Check List
City of Coachella

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2425	11/6/2024	54859	AMAZON CAPITAL SERVICES,	1XMD-1WQ7-G	10/6/2024	NIKON COOLPIX P1000 16MP	6,467.27	
				1GL9-4LQX-RJ	10/27/2024	VIEWSONIC 27IN IPS 1440P E	1,232.56	
				1DGV-XFXR-JH	10/25/2024	BIDIRECTIONAL CONVERTEF	1,178.78	
				1WW7-CQL1-6	10/30/2024	APC UPS BATTERY BACKUP	711.51	
				1P3Q-KFYC-W	10/27/2024	LOGITECH C920X HD PRO W	260.96	
				1VDQ-MQQF-9	11/3/2024	JBL BAGS STANDARD SPEAK	190.90	
				1TLY-YFYQ-QY	10/12/2024	ALL PURPOSE PORTABLE C	190.86	
				1QW9-FMKJ-QL	10/23/2024	OTTERBOX IPHONE 15 & 14	148.19	
				1TMV-T4TJ-G6J	10/29/2024	NUDELL LEATHERETTE DOC	91.88	
				1LH1-RDHC-W3	10/27/2024	SAMSUNG GALAXY S24 PLU	29.35	
				1YGL-KKK4-9V	11/3/2024	ROCARIS WIRE BUFFING W	26.64	10,528.90
2426	11/6/2024	49989	ANDREAS LLC	87642	10/25/2024	SECURITY WINDOW ENVELC	1,035.62	
				87633	10/23/2024	BUSINESS CARDS: Z. VILLAL	136.93	1,172.55
2427	11/6/2024	43462	BEST BEST & KRIEGER, LLP	1009584	10/23/2024	PE9/30, #80237, GENERAL RE	37,106.49	
				1009602	10/23/2024	PE9/30, #80237.00877, LA EN	11,710.80	
				1009588	10/23/2024	PE9/30, #80237.00445, DESEF	7,728.02	
				1009587	10/23/2024	PE9/30, #80237.00443, G. THC	6,189.70	
				1009596	10/23/2024	PE9/30, #80237.00857, RENEV	5,483.90	
				1009591	10/23/2024	PE9/30, #80237.00810, LABOF	5,126.30	
				1009589	10/23/2024	PE9/30, #80237.00500, PRA RI	5,050.50	
				1009598	10/23/2024	PE9/30, #80237.00866, KPC SI	4,451.85	
				1009586	10/23/2024	PE9/30, #80237.00237, SPOTL	4,364.00	
				1009601	10/23/2024	PE9/30, #80237.00875, MESQ	3,872.70	
				1009600	10/23/2024	PE9/30, #80237.00869, AFFOF	2,446.50	
				1009585	10/23/2024	PE9/30, #80237.00232, 52156	1,941.90	
				1009599	10/23/2024	PE9/30, #80237.00868, TRAVE	1,318.70	
				1009605	10/23/2024	PE9/30, #80237.00887, CHRO	1,290.90	
				1009594	10/23/2024	PE9/30, #80237.00840, CANN	1,261.30	
				1009595	10/23/2024	PE9/30, #80237.00851, GLEN	839.60	
				1009590	10/23/2024	PE9/30, #80237.00802, WATEF	678.34	
				1009597	10/23/2024	PE9/30, #80237.00858, COA W	662.00	
				1009592	10/23/2024	PE9/30, #80237.00833, TELEC	650.20	
				1009593	10/23/2024	PE9/30, #80237.00835, REAL E	231.70	
				1009603	10/23/2024	PE9/30, #80237.00883, AIRPO	156.60	

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				1009604	10/23/2024	PE9/30, #80237.00886, COPYF	55.20	102,617.20
2428	11/6/2024	53962	COFEM	Refund	10/28/2024	DEPOSIT REFUND- 10/26 LIBI	300.00	300.00
2429	11/6/2024	54673	COMPUTERSHARE CORPOR/	12012024	11/1/2024	REV REF BONDS SER 19 (CO	75,604.54	75,604.54
2430	11/6/2024	49858	CV PIPELINE CORP.	S3553	10/15/2024	10/11 HYDRO-WASH @ DIST	1,635.00	1,635.00
2431	11/6/2024	55797	FOSTER & FOSTER, INC.	33499	11/1/2024	JUNE2024 ACTUARIAL VALUA	9,500.00	9,500.00
2432	11/6/2024	55651	SEEK PERSONNEL STAFFING	001876	10/21/2024	WE 10/20: ESPINO+GALINDO	3,146.40	
				001877	10/21/2024	WE 10/20: I. HERNANDEZ	1,913.60	5,060.00
2433	11/6/2024	55817	VESTIS SERVICES, LLC	OCT2024	10/31/2024	PE10/31, CUST #792282344/4	4,108.76	
				OCT2024 SAN	10/31/2024	PE10/31, CUST #792282347, U	1,268.67	
				OCT2024 CC	10/31/2024	PE10/31, CUST #792567364, M	942.30	
				OCT2024 GFRT	10/31/2024	PE10/31, CUST #6136434, UNI	60.10	6,379.83
2434	11/6/2024	00384	WILLDAN FINANCIAL SERVICE	010-60202	10/25/2024	FY24/25 LANDSCAPE & LIGHT	9,954.06	9,954.06
2435	11/6/2024	53596	XTREME HEATING AND AIR	2626	10/12/2024	INSTLL'D DUCTLESS MINI SP	4,745.00	4,745.00
						T FOR WELLS FARGO BANK -SEPARATE CHECK:		227,497.08

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121028	11/6/2024	53746	CANNABIZ CONSULTING GRC	JL-OT2024	10/31/2024	JL-OT2024 SOCIAL EQUITY S	6,000.00	6,000.00
121029	11/6/2024	02048	CDW GOVERNMENT, INC.	AB34B3D	10/31/2024	HP COLOR LASERJET PRO 4	1,680.61	1,680.61
121030	11/6/2024	53220	COACHELLA ACE HARDWARE	7583/1	8/13/2024	SAWHORSE TWIN PACK 800L	52.19	
				7548/1	8/7/2024	CRIMPER LIGHT DUTY 8", ET	35.86	88.05
121031	11/6/2024	56065	COACHELLA HEAVY EQUIPME	1003	10/31/2024	RPR'D PIPE THEAD @ STREE	455.00	455.00
121032	11/6/2024	44959	COMPUTER CONSULTANTS, I	39013	10/28/2024	INSTLL'D IP CAMERAS/CBLN	2,837.83	2,837.83
121033	11/6/2024	54137	CONSERVE LANDCARE LLC	387381	9/30/2024	SEPT2024 LNDSCPE MAINT @	60,697.00	
				390518	9/30/2024	TROPICAL STORM DAMAGE I	13,252.19	
				390520	9/30/2024	RPLC'D PLANTS @ DIST 39	2,753.13	
				390521	9/30/2024	RPLC'D PLANTS @ DIST 40	2,699.63	
				390519	9/30/2024	RPLC'D PLANTS @ DIST 17	765.33	
				390362	9/30/2024	BACKFILL EROSIONS @ DIST	586.40	
				390361	9/30/2024	INSTLL'D DG W/ STABILIZER	429.97	
				390363	9/30/2024	DIRT BACKFILL @ DIST 22	236.24	81,419.89
121034	11/6/2024	55883	GREEN ROOM THEATER COM	Refund	10/28/2024	DEPOSIT REFUND- 10/19 LIBI	300.00	300.00
121035	11/6/2024	52735	HERNANDEZ, PEDRO	PD 11/11-14	11/4/2024	PD 11/11-14, CACEO CONF: L	301.00	301.00
121036	11/6/2024	20450	IMPERIAL IRRIGATION DISTRI	MdSP-MdOT	10/16/2024	MID SEPTEMBER-MID OCTOE	66,758.01	66,758.01
121037	11/6/2024	45108	IMPERIAL SPRINKLER SUPPL	0017931365-001	10/3/2024	RB ESP TM 6 STA CONTROLL	111.08	111.08
121038	11/6/2024	55169	INDUSTRIAL HEALTH MEDICA	00012492	10/19/2024	OCT2024 DRUG TEST & PHYS	85.00	85.00
121039	11/6/2024	53779	JONES, ROACH & CARINGELL	2024-038	6/20/2024	COACHELLA ACQUISITION- A	25,000.00	25,000.00
121040	11/6/2024	51868	PALM SPRINGS AIR MUSEUM	2202	9/1/2024	11/9 AIRCRAFT FLYOVER	6,300.00	6,300.00
121041	11/6/2024	01395	PJ'S DESERT TROPHIES & GI	27655	10/31/2024	HOMETOWN HERO PLAQUES	1,299.75	1,299.75
121042	11/6/2024	42759	PROPER SOLUTIONS, INC.	16494	10/18/2024	WE 10/18: AHUMADA+LORED	1,919.50	
				16495	10/18/2024	WE 10/18: J. MUNOZ	1,269.60	
				16496	10/18/2024	WE 10/18: J. BELTRAN	1,186.17	4,375.27
121043	11/6/2024	54500	RELIABLE TRANSLATIONS CC	29192	10/23/2024	10/23 CC MTG SVCS	686.00	
				28260	7/3/2024	7/3 PLANNING COMM MTG S	392.00	
				28720	9/4/2024	9/4 PLANNING COMM MTG S	196.00	
				28855	9/18/2024	9/18 PLANNING COMM MTG S	196.00	
				29161	10/20/2024	10/20 DOCUMENT TRANSLAT	116.96	
				29060	10/10/2024	10/10 DOCUMENT TRANSLAT	75.00	1,661.96
121044	11/6/2024	44161	ROBERT HALF	64221903	10/22/2024	WE 10/18: I. GOMEZ	1,324.80	1,324.80
121045	11/6/2024	43728	ROSALES, RENE	PD 11/11-14	11/4/2024	PD 11/11-14, CACEO CONF: L	301.00	301.00
121046	11/6/2024	49697	SANCHEZ, ROBERTO	20241109	8/28/2024	11/9 VETERANS DAY CATERI	2,160.00	2,160.00
121047	11/6/2024	44581	SIGNARAMA	INV-126007	10/28/2024	INSTLL'D PLAQUE @ FIRE ST	199.50	199.50

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121048	11/6/2024	56052	SILENT 6 LLC	1531	8/11/2024	TRIDENT X + ANNUAL SVC (T	2,979.15	2,979.15
121049	11/6/2024	35000	SMART & FINAL	406411	10/8/2024	WHT TABLE CVRS, WOOL PA	140.06	140.06
121050	11/6/2024	35450	SOCALGAS	1377 6th-OT24	10/25/2024	AC 012 623 3791 6, 9/23-10/23	94.32	
				1540 7th-OT24	10/25/2024	AC 008 423 3900 4, 9/23-10/23	71.40	
				87075Av54-OT2	10/25/2024	AC 123 573 5834 5, 9/23-10/23	62.15	
				1515 6th-OT24	10/25/2024	AC 031 523 3700 6, 9/23-10/23	19.64	
				1500 6th-OT24	10/25/2024	AC 020 678 1257 4, 9/23-10/23	15.65	
				BagPool-OT24	10/25/2024	AC 069 323 6500 7, 9/23-10/23	14.90	
				84626Bag-OT24	10/25/2024	AC 153 323 6215 9, 9/23-10/23	14.79	292.85
121051	11/6/2024	55590	STANDARD INSURANCE COM	Oct2024	10/15/2024	OCT2024 DENTAL PPO PREM	4,934.06	
				Oct2024	10/15/2024	OCT2024 VISION PREMIUM #	1,527.11	
				Oct2024	10/15/2024	OCT2024 DENTAL HMO PREM	1,228.19	
				Oct2024	10/15/2024	OCT2024 COBRA PREMIUM #	17.30	7,706.66
121052	11/6/2024	00102	SUNLINE TRANSIT AGENCY	INV08230	9/30/2024	SEPT2024 CNG FUEL	1,261.52	1,261.52
121053	11/6/2024	53127	THE LGBTQ COMMUNITY CEN	Refund	10/28/2024	DEPOSIT REFUND- 9/24+10/1	600.00	600.00
121054	11/6/2024	55168	TODEC LEGAL CENTER	Refund	10/28/2024	DEPOSIT REFUND- 10/11+22	600.00	
				Refund	10/31/2024	DEPOSIT REFUND- 10/30 LIBI	300.00	900.00
121055	11/6/2024	39645	VALLEY OFFICE EQUIPMENT,	IN2410-1574	10/31/2024	ACC #CO03, 9/23-10/22, CIVIC	363.19	363.19
121056	11/6/2024	44775	VISTA PAINT CORPORATION	2024-608111-00	9/3/2024	COVERALL EXT FLAT ACCEN	895.82	895.82
121057	11/6/2024	54433	WEX ENTERPRISE EXXONMC	100374939	10/23/2024	ACC 0496-00-726338-7, 9/24-1	3,094.14	3,094.14
121058	11/6/2024	48971	XPRESS GRAPHICS & PRINTI	24-65916	10/30/2024	BROADBAND STUDY FLYER	155.78	155.78
121059	11/6/2024	54878	ZENDEJAS, JOEL	PD 11/11-14	11/4/2024	PD 11/11-14, CACEO CONF: L	301.00	301.00

Sub total for WELLS FARGO BANK: 221,348.92

43 checks in this report.

Grand Total All Checks: 448,846.00

Date: **November 6, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

apChkLst
11/05/2024 7:59:15AM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
121011	11/6/2024	56062	ANP MANAGEMENT	Ref000247137	10/31/2024	UB Refund Cst #00058886	85.97	85.97
121012	11/6/2024	56058	BLUE WAVE INVESTMENTS IN	Ref000247131	10/31/2024	UB Refund Cst #00057675	92.52	92.52
121013	11/6/2024	56037	GRANITE CONSTRUCTION	Ref000247135	10/31/2024	UB Refund Cst #00058351	666.17	666.17
121014	11/6/2024	56061	INTERSTATE CIVIL CONSTRU	Ref000247136	10/31/2024	UB Refund Cst #00058511	279.08	279.08
121015	11/6/2024	56054	MAGANA, RUBEN	Ref000247124	10/31/2024	UB Refund Cst #00031824	43.96	43.96
121016	11/6/2024	56055	MARCELO, PEGGY	Ref000247126	10/31/2024	UB Refund Cst #00048860	18.91	18.91
121017	11/6/2024	56029	PULTE GROUP	Ref000247129	10/31/2024	UB Refund Cst #00055041	58.02	58.02
121018	11/6/2024	56036	PULTE GROUP CO, LLC	Ref000247132	10/31/2024	UB Refund Cst #00057823	7.91	7.91
121019	11/6/2024	56059	PULTE GROUP CO, LLC	Ref000247133	10/31/2024	UB Refund Cst #00057826	85.56	85.56
121020	11/6/2024	56060	PULTE GROUP CO, LLC	Ref000247134	10/31/2024	UB Refund Cst #00058031	55.53	55.53
121021	11/6/2024	56030	PULTE HOME CO, LLC	Ref000247130	10/31/2024	UB Refund Cst #00056012	45.83	45.83
121022	11/6/2024	55429	RODRIGUEZ, CESAR	Ref000247125	10/31/2024	UB Refund Cst #00048622	84.55	84.55
121023	11/6/2024	56053	RODRIGUEZ, IGNACIO	Ref000247123	10/31/2024	UB Refund Cst #00026953	22.44	22.44
121024	11/6/2024	56056	ROJAS, CARINA	Ref000247127	10/31/2024	UB Refund Cst #00051019	31.90	31.90
121025	11/6/2024	56057	SOLIZ, ADRIANNA	Ref000247128	10/31/2024	UB Refund Cst #00053866	67.94	67.94
121026	11/6/2024	56063	TAJ, ELLIE	Ref000247138	10/31/2024	UB Refund Cst #00058929	90.06	90.06
121027	11/6/2024	56064	VANDENBURG, VERONICA	Ref000247139	10/31/2024	UB Refund Cst #00058974	97.66	97.66
						Sub total for WELLS FARGO BANK:		1,834.01

17 checks in this report.

Grand Total All Checks: 1,834.01

Date: **November 6, 2024**

Controller: Ruben Ramirez

City Manager: Gabriel Martin

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

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

SUBJECT: 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.

STAFF RECOMMENDATION:

Authorize City Manager to Execute 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

EXECUTIVE SUMMARY:

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

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

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

BACKGROUND:

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

Design is currently underway and almost complete. Additional design services are necessary to address design comments from CVAG, CVWD and additional utility coordination with IID and SoCal Gas. Amendment No. 4 will include additional design to include for future CV Sync and CV Link connection to the bridge. Overall, Amendment No. 4 will provide additional information and coordination needed to complete the design.

FISCAL IMPACT:

No fiscal impact or additional appropriations needed. Amendment No. 4 will be covered by HBP funds ($107,121.97), CVAG ($10,409.09) and City Fund ($3,469.70) included in the FY 24/25 CIP budget.

ATTACHMENTS:

1. Amendment No. 4
2. AES Amendment Request

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

THIS THIRD AMENDMENT ("Amendment") is made and entered into as of November 13TH, 2024 by and between the City of Coachella ("City") and Angenious Engineering Services, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** This Amendment is made with the respect to the following facts and purposes:

   a. On or about November 27th, 2019 the City and Consultant entered into that certain agreement entitled "City of Coachella Professional Services Agreement" between the City and Consultant to provide engineering design, and other services for the Avenue 50 Bridge over the Whitewater Strom Channel, ST-69 & the SR-86/Avenue 50 New Interchange, ST-81 projects in the amount of $148,000.

   b. On or about October 14th, 2020 the City and Consultant entered into the "First Amendment" to the agreement between the City and Consultant in the amount of $15,000.00.

   c. On or about June 21st, 2021 the City and Consultant entered into the "Second Amendment" to the agreement between the City and Consultant in the amount of $3,260,088.40.

   d. On or about November 8th, 2023 the City and Consultant entered into the "Third Amendment" to the agreement between the City and Consultant in the amount of $99,027.50.

   e. The parties now desire to amend the Agreement as set forth in this Amendment.

2. **AMENDMENT.**

   3.1 General Scope of Services. Section 3.1.1 of the Agreement is hereby amended to include the additional Scope of Services to be performed for the Avenue 50 Bridge over the Whitewater Storm Channel, ST-69 under this Amendment No. 4 referenced as EXHBIIT "A".

   3.2 Performance Period. Section 3.1.2 of the Agreement is hereby amended to go into effect on November 13, 2024 contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Agreement Administrator. The Agreement shall end on June 30, 2026, unless extended by Agreement Amendment.

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

The method of payment in Sections 3.3.1.A and B of the Agreement are hereby amended to actual cost plus a ten percent (10%) fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs; plus ten percent fixed fee) incurred by Consultant in performance of the work. The total authorized compensation for the Amendment No. 4 is in the amount not to exceed One Hundred Twenty-One Thousand Dollars and Seventy-Six Cents ($121,000.76).

The amended total compensation shall not exceed **Three Million Six Hundred Forty-Three Thousand Thirty-Six Dollars and Sixty-Six Cents ($3,643,036.66)** without written approval of the City's representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this agreement.

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

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

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

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

CITY OF COACHELLA

By:_____

Gabriel Martin
City Manager

ANGENIOUS ENGINEERING SERVICES, INC.

By:_____

Andy Cheah
Principal/ Project Manager

By: _____

Carlos Campos,
City Attorney

Attest: _____

Angela Zepeda
City Clerk

AnGenious
Engineering Services, Inc.
A CERTIFIED DBE/SBE FIRM

26000 Towne Centre Drive, Suite 1
Foothill Ranch, CA 92610
Tel: 949-599-5400
www.Angenious-es.com

October 15, 2024

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

RE: Avenue 50 Bridge Over Coachella Valley Storm Water Channel, ST-69
Professional Services Agreement (PSA) Amendment Request – Extra Work

Dear Mr. Simmons:

As discussed, we are respectfully submitting this PSA amendment request to perform extra work beyond the current scope of services. These tasks are listed as follows:

I. To address Coachella Valley Association of Governments' two specific needs below:

a. CV/Link Pathway
Based on the recent coordination efforts and review comments received, we need to perform additional design work to ensure that both projects match-up and are consistent with CVAG CV/Link's pathway requirements, which include incorporating CV/Link branding aesthetic elements, construction details, cable railing, etc.

b. CV/Sync Project
Planning for future traffic synchronization needs, CVAG requested the project to provide some empty conduit for the entire length of Avenue 50, from west end to east end of project, including pull-boxes in sidewalk and bridge sidewalk.

II. To address Coachella Valley Water District Comments

Our project team has had to continuously address numerous review iterations with demanding comments. Notably, the channel hydraulics and scour analysis, resulting in larger improvements area. We are striving to control it, so that it is within fundable limits.

III. To perform additional utility coordination

a. Imperial Irrigation District (IID)
Our project team has had also to continuously assisting IID on transmission poles relocation and provide empty conduits through the bridge cells.

b. Southern California Gas (SoCalGas)
Additional coordination with SoCalGas and their potholing contractor, Arizona Pipeline Compony on lengthy potholing efforts. Redesign the Abutment No. 1 bridge footing to span over the existing 8-inch-high pressure main. Prepare additional construction details to shield off the pipe and technical provisions to be included in the construction contract documents to control operations during construction.

Refer to attached spreadsheets, our fee proposal is based on the required efforts above; Angenious and its' subconsultant are requesting an amended amount of $121,000.76 that is to be added to the previously authorized budget of $3,522,035.90. A total summation of amended authorized budget amount of $3,643,036.66.

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

Sincerely,

Andy Cheah

Andy Cheah, PE
Principal/ Project Manager

Attachments

C. File

CITY OF COACHELLA

Avenue 50 Bridge Over CVSC Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)			$328.29	$109.64	$126.13	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
TASKS	Task No.	Staff Name	A. Cheah	T. Bong	D. Cheah		
		Staff Classification	PM	Engineer I	Engineer II		
1	**Project Management Services**						
	1.1	Administration	8			8	2,626.32
	1.2	Coordination and Meetings	40			40	13,131.60
	1.3	Quality Assurance and Quality Control	16		24	40	8,279.76
7	**Final Design Services – 100% PS&E Submittal**						
	CV/Link Pathway						
	7.3	Plan and Profile Sheets	8	40	20	68	9,534.52
	7.4	Construction Details	8	20	20	48	7,341.72
	7.5	Grading Plans	8	40	20	68	9,534.52
	7.6	Drainage Plans	8	20	20	48	7,341.72
	7.13	Signing and Pavement Delineation Plans	8	32	20	60	8,657.40
	CV/Sync Project						
	7.14	Traffic Signal and Street Lighting Plans	16	40		56	9,638.24
	Utility Coordination						
	7.9	Utility Plans	8	40		48	7,011.92
	7.17	Bridge Plans	8	20	24	52	7,846.24
	Technical Specifications						
	7.19	Specifications	40		40	80	18,176.80
		TOTAL HOURS FOR PROJECT	**176**	**252**	**188**	**616**	
		TOTAL AES LABOR COST					$ 109,120.76
		Subconsultant: NV5					$ 10,800.00
					TOTAL SUBCONSULTANT'S COSTS		$ 10,800.00
					10% Admistration Fee		$ 1,080.00
					Total Requested Amount		**$121,000.76**
					Previously Authorized Budget		**$3,522,035.90**
					GRAND TOTAL COSTS		**$3,643,036.66**

August 13, 2024

Mr. Andy Cheah
Angenious Engineering
Services, Inc
26000 Towne Centre
Drive North, Suite 100
Lake Forest, CA 92610

Subject: Additional Services Request – Avenue 50 Bridge Conduit Plans

Dear Andy:

Please consider this a request for additional fees to design proposed conduit plans per the attached conceptual mark ups provided by Advantec Consulting Engineers, Inc dated 8/6/24. Pursuant to our discussions, A future communications backbone are anticipated for the Avenue 50 corridor. As such, NV5 has been asked to prepare conduit plans to accommodate a future 144 strand single mode fiber optic cable (144 SMFO) and future CV Sync Broadband Cable. The plans will be including two conduits along the south side of realigned Avenue 50 from the westerly bridge abutment to approximately Station 32+55 for future CV Sync Broadband cable and 144 SMFO, two conduits on top of the south side of the bridge and one steel conduit underneath the south side of the bridge, and two conduits along the south side of Avenue 50 from the easterly bridge abutment to approximately Station 55+40. Additional conduits will run underneath Avenue 50 just east of Magnolia from the south side of Avenue 50 to the controller at the SE corner of Avenue 50 and Magnolia/Tyler Street. All conduits will be designed to be empty for future use.

The following fees will apply:

- Additional Conduit Plans and Coordination ($10,800)

Total additional services fee: $10,800

All terms of this agreement of the original contract will remain in effect. Please sign this agreement as our contract, and email the signed agreement to james.miller@nv5.com

Sincerely,

James Miller, P.E.

Agreed to and Accepted by:
Angenious Engineering Services, Inc

_____ _____
Name, Title Date

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

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

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STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to Coachella Valley High School in the amount of $1,000 to help fund its Cheer Team Program.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 24-25 budget included an allocation of $15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The Coachella Valley High School Cheer Elite Camp offers a great experience for cheerleading/student athletes, fostering their growth as skilled cheerleaders and community mentors. Through this program, students gain advanced skills in preparation for the school year, providing school spirit and community engagement. The Elite Camp serves a dual purpose, as team members take on the role of mentors for younger cheerleaders from the Coachella Junior All American Cheer Squad and After School Education and Safety (ASES) mini cheer teams across the Coachella Valley Unified School District. These younger participants – ages 5 to 13, from all backgrounds – benefit immensely from the mentorship of high school cheerleaders while gaining confidence, discipline, and a sense of community pride. Through this program, cheerleaders learn leadership and team-building skills, while younger children see firsthand the rewards of dedication and hard work. Funding requested for this program will help cover the

costs associated with the implementing the Cheer Elite Camp.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of $1,000.
2. Do not award a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by $1,000.

ATTACHMENT(S):

CBG Application Packet

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

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

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

1. **Application Funding Cycle:** **Date:** 07/02/2024

   July 1, 20 24 **- June 30, 20** 25

2. **Total Amount Requested:** **$ $1,000**

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

3. **Proposed Program/Service of Funding Request:**
   Coachella Valley High School Mighty Arabs Cheer Team

4. **Agency/Organization:**
   Coachella Valley High School
5. **Mailing Address:**
   83800 Airport Blvd.
   City: Thermal **Zip:** 92274
6. **Telephone:** (760) 848-1831

   Fax:

7. **Official Contact Person:**
   Name: Raquel Jimenez Canela

   Title: Athletics Specialist/Head Cheer Coach

   Telephone: (760) 404-8296

   Fax:

   E-mail: raquel.canela@cvusd.us

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

9. **How long has this organization been in existence?**
75 years

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

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

12. **What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?**
school year of 24-25 for Cheerleading/Student Athletes growth and advancement.

13. **Describe briefly how the requested funds will be used.**
Fund will be used towards Cheer Elite Camp. This program helps prepare the Team for their school year in regards to community engagment and skills.

14. **Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.**
Yes, CVUSD will aslo be assisting.

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

16. **How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.**
Team members will teach what they have learned to the Coachella Junior All american Cheer squad and to our AESES mini cheer teams in CVUSD

17. **Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)**
5-13 years of age, all gender, sll incomes, and all ethnicities.

18. **Attach a proposed budget for requested funds.**

Authorized Official: Raquel Jimenez Canela **Title:** Athletics Specialist/Coach

Signature: RCanela **Date:** 7-2-24

Cheer Budget 24-25

Camp $500 per member- (29 members =$14,500)

Uniforms $600 per member- (29 members = $17,400)

Camp wear $100 per member – (29 members = $2,900)

Transportation to away games $800 per game – (4 games = $3,200)

Snacks/food – Provided by Coach Canela

Grand Total - $38,000.00

Coachella Valley Unified School District
P.O. Box 847 • Thermal, CA 92274
760.399.5137 • FAX 399.1052
www.cvusd.us

October 21, 2024

City of Coachella
53990 Enterprise Way
Coachella, CA 92236

Re: Coachella Valley High School

To Whom It May Concern:

The Coachella Valley Unified School District is a public educational institution. Public schools are considered to be a political subdivision of the State of California and are therefore tax exempt. Any contribution to a political subdivision of a governmental agency is considered to be a deductible charitable contribution as long as it is used for the public good. (IRC 170(c)).

The Internal Revenue Code section 170 (c) defines charitable contribution as a contribution or gift to or for the use of a State, a possession of the United States, or any political subdivision of any of the foregoing of the United States or the District of Columbia, but only if the contribution or gift is made for exclusively public purposes.

For your information, our Federal Identification Number is 33-0765218. If you need additional tax information, please contact Karina Rios at krios@cvusd.us.

Thank you again for your contribution in support of our students.

Sincerely,

Mayela Salcedo
Assistant Superintendent Business Services

TAX ID: 33-0765218

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

SUBJECT: 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

---

STAFF RECOMMENDATION:

Staff recommends that the City Council consider awarding a Community-Based Grant (CBG) to Habitat for Humanity of the Coachella Valley (HFHCV) in the amount of $1,000 to help fund its Housing Insecurity Prevention Program.

BACKGROUND:

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 24-25 budget included an allocation of $15,000 for the Community Based Grant Program.

DISCUSSION/ANALYSIS:

The Habitat for Humanity of the Coachella Valley (HFHCV) first implemented the Housing Insecurity Prevention Program in 2010. The program reduces low-income households' risks of housing and financial insecurity through three components: A Brush with Kindness; Emergency Household Needs Assistance; and Wellness Checks, Linkages and Referrals. These services include free assistance to low-income households in need of repairing safety hazards and property damage, neighborhood revitalization projects, appliance and furniture donations, one-time payment of an overdue utility bill to restore services, and linking clients to community-based service providers. The HFHCV serves the entire Coachella Valley region, however, grant funds from the City of Coachella will specifically be used to provide services to the City's low-

income residents, including seniors, people of color, the disabled, and struggling families.

ALTERNATIVES:

1. Award a Community Based Grant in the amount of $1,000.
2. Do not award a Community Based Grant

FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community-Based Grant Program account will be reduced by $1,000.

ATTACHMENT(S):

CBG Application Packet

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

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

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

1. **Application Funding Cycle:** **Date:** 11/06/24

   July 1, 2024 **- June 30, 20**25

2. **Total Amount Requested:** **$** 1,000

   If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested. Not applicable

3. **Proposed Program/Service of Funding Request:**

   Housing Insecurity Prevention Program

4. **Agency/Organization:**
   Habitat for Humanity of the Coachell
5. **Mailing Address:**
   72680 Dinah Shore Drive, #6
   City: Palm Dese **Zip:** 92211
6. **Telephone:** (760) 969-6917

   Fax: N/A

7. **Official Contact Person:**
   Name: David Thornton

   Title: Executive Director

   Telephone: (760) 969-6917 ext. 201

   Fax: N/A

   E-mail: executivedirector@hfhcv.org

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

9. **How long has this organization been in existence?**
   Founded in 1989, Habitat for Humanity of the Coachella Valley (HFHCV) has served the Coachella Valley region for 35 years.

10. **Has the organization previously received funding from the City of Coachella?**
    ☐ **Yes** ☑ **No**
    If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.
    Not applicable

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

12. **What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?**
    Funds for the proposed program will be utilized during the period of 7/1/2024 – 6/30/2025.

13. **Describe briefly how the requested funds will be used.**
    Please see attachment.

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

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

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

17. **Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)**
    Last year, HFHCV served 372 men, women & children (14 Coachella residents); 65% were people of color; 36% seniors; 28% disabled; 29% children under age 18; and 6% Veterans.

18. **Attach a proposed budget for requested funds.**

Authorized Official: David Thornton **Title:** Executive Director

Signature: David G. Thornton **Date:** 11-5-2024

City of Coachella Community Based Grant Program Funding
Fiscal Year 2024-2025 Application
Habitat for Humanity of the Coachella Valley Grant Attachment

13. Describe how the requested funds will be used.

Habitat for Humanity of the Coachella Valley (HFHCV) requests support for the Housing Insecurity Prevention Program. The program reduces low-income households' risks of housing and financial insecurity through three components: A Brush with Kindness; Emergency Household Needs Assistance; and Wellness Checks, Linkages and Referrals. Bi-lingual staff provide services in English and Spanish to struggling families, isolated seniors, underserved communities of color, the disabled, and veterans. The program will serve 390 low-income Coachella Valley residents during the grant period. Funding from the City of Coachella will be used to benefit low-income City of Coachella households. A Brush with Kindness provides free assistance to low-income households who need help repairing safety hazards and property damage. We also perform neighborhood revitalization projects in low-income communities. Volunteers paint, weatherize, and perform minor exterior home repairs; remove weeds, trim overgrown trees; install drought-resistant plants; remove hazardous debris; and repair and replace fences and windows. Our clients lack resources to implement repairs due to disability or financial challenges. Our work often has a ripple effect as repairs on adjacent homes revitalize neighborhoods, which become cleaner and safer. We also fund professional contractors to repair Heating, Air Conditioning and Ventilation (HVAC) systems, roofing, and plumbing issues. This past year, HFHCV paid over $60,000 to replace and repair four roofs and three HVAC systems. HFHCV partners with Riverside County's Department of Housing and Workforce Solutions (HWS) to perform property repair assessments for pre-qualified low-income households. HWS implements the work. Through Emergency Household Needs Assistance, we donate appliances, furniture, and other needs that impact quality of life from our ReStore thrift store, purchase items on clients' behalf, or provide limited financial assistance. This can include, for example, replacing a low-income senior's broken refrigerator, providing furniture to a family that have lost their possessions in a fire, or one-time payment of an overdue utility bill to restore service. Regular Wellness Checks ensure clients' health and safety and identify unmet needs. We partner with multiple community-based service providers to refer and link clients to vital community resources. Grant objectives include: 1) Providing property repair assessments and implementing repairs internally or through HWS for at least 180 individuals in 95 households; 2) providing emergency household needs assistance to at least 75 individuals in 26 households; and 3) providing at least 135 individuals in 60 households with wellness checks and/or linkages and referrals to vital services.

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

To fully fund the Housing Insecurity Prevention Program budget of $494,115 additional funds are required. To date we have secured $270,900 in revenues. Grant awards for the program period total $195,000 to date and revenues from our ReStore Thrift Stores sales amount to approximately $75,900 allocated to the program for the period of July 1 – October 31, 2024. Grants have been secured from from the Houston Family Foundation ($40,000), the Inland Empire Community Foundation/Riverside County Nonprofit Assistance Fund ($50,000), Bank of America ($20,000), BIGHORN Cares ($15,000), Desert Healthcare District ($10,000), the Morongo Band of Mission Indians ($5,000), and the cities of Palm Springs ($25,000), Indian Wells ($20,000), Cathedral City ($5,000) and La Quinta ($5,000). Renewal applications for current or

previous funders are pending with BIGHORN Cares, the Agua Caliente Band of Cahuilla Indians, the Riverside County Community Improvement Fund, and the City of Rancho Mirage. We have budgeted revenues from ReStore for the remaining 8 months of the funding period to be estimated at $154,100. Our third annual Golf Tournament is scheduled for December 12, 2024, and has proven to be an increasingly successful source of fundraising revenues.

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

HFHCV began implementing housing insecurity prevention program components in 2010 and has demonstrated a long-term commitment to the success of this program. To sustain and grow the program, we will seek support from municipal, corporate, and private foundation funders that have historically partnered with us and will identify new funders to enhance sustainability. Sustainability is strengthened by varied funding sources decreasing vulnerability to reduced support from any one funder, including grants, ReStore thrift store sales, and fundraising. Program support is enhanced through substantial in-kind donations or reduced prices of building supplies and materials from long-term vendors. Volunteers assist with all facets of our operations, including construction and repair projects, thereby reducing project costs. Last year 170 volunteers provided more than 5,351 service hours. In addition, we have had a contract with Riverside County's Department of Housing and Workforce Solutions since 2016 to perform repair assessments on low-income households. This contract has been expanded in 2024.

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

HFHCV's Housing Insecurity Prevention Program serves the entire Coachella Valley region, however, grant funds from the City of Coachella will only be used to provide services to the City's low-income residents, including seniors, people of color, the disabled, and struggling families. These services will include A Brush With Kindness, Emergency Household Needs Assistance, and Wellness Checks, Linkages and Referrals. HFHCV has a long history of service to the City of Coachella, including constructing two homes in the City in 1999 that are now owned by low-income families who have assumed affordable, income-based mortgages. In the past year, we have served 14 Coachella residents through A Brush With Kindness and Wellness Check services. Total HFHCV expenditures on projects in the City amounted to $21,800. In one project in the City of Coachella completed in May 2024, years of accumulated waste had created a hazardous environment at the home of a low-income Hispanic family with three children. After issuing a citation, City representatives contacted HFHCV. We organized a volunteer team from Keller-Williams Realty who cleaned up the property by hauling away more than twenty years of accumulated debris, including old televisions and electronics, stacks of old tires, and a multitude of additional waste items. The accumulated debris represented more than 12 trailer loads of waste that was disposed of by our team. We worked with the City's code enforcement department to have four broken cars hauled away. We resolved the issues of the citation and created a safer environment for the family and their young children.

Habitat for Humanity of the Coachella Valley
Request to the City of Coachella
Housing Insecurity Prevention Program
July 1, 2024 - June 30, 2025

Personnel Expenses	***Annual Cost***	***% FTE***	***Budget***
Executive Director/Program Supervisor (D. Thornton)	$136,000	40%	$54,400
A Brush With Kindness Coordinator (V. Rosales)	$40,000	100%	$40,000
A Brush With Kindness Field Coordinator (J. Arreola)	$41,600	60%	$24,960
A Brush With Kindness Assistant (M. Raymond)	$9,360	100%	$9,360
Volunteer Coordinator (T. Powers)	$83,200	30%	$24,960
Client Services Coordinator (K. Gutierrez)	$36,050	50%	$18,025
Subtotal Personnel			*$171,705*
Benefits @ 23%			***$39,492***
Total Personnel			***$211,197***
Program Expenses			
Facility expenses, including leasing, utilities & janitorial	$479,578	5%	$23,979
Program & office supplies	$32,400	10%	$3,240
Printing, photocopying, & postage	$5,508	10%	$551
Outreach	$64,000	10%	$6,400
Vehicle expenses	$63,048	10%	$6,305
Staff mileage reimbursement	$5,220	10%	$522
Equipment repair, maintenance, purchase	$25,992	10%	$2,599
Telephone & Internet	$10,800	10%	$1,080
Volunteer expenses (food, incentives, supplies, PPE)	$14,640	30%	$4,392
Clients household professional contractor repairs (i.e., HVAC, roofing, plumbing, etc.)	$34,188	100%	$34,188
Waste disposal	$16,800	40%	$6,720
Repair & maintenance	$25,992	20%	$5,198
A Brush With Kindness expenses, including building & yard materials, tools, & supplies	$130,824	100%	$130,824
Insurance	$24,000	50%	$12,000
Total Program Expenses			***$237,998***
Personnel + Program Expenses			**$449,195**
Indirect (@ 10%)			$44,920
Total Program Budget			**$494,115**

Habitat for Humanity®

We build strength, stability, self-reliance *and* shelter.

August 21, 2024

HFH of the Coachella Valley
72680 Dinah Shore Dr #6
Palm Desert, CA 92211

RE: HFH of the Coachella Valley Tax Exempt Verification 33-0370296

Dear Affiliate:

This letter will confirm that HFH of the Coachella Valley, with employer identification number 33-0370296 is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity International, Inc. ("HFHI") under Section 501(c)(3) of the Internal Revenue Code.

The group exemption number assigned to HFHI by the IRS is 8545. This number may be provided to prospective donors, foundations and other grant organizations as they request it and is required on certain IRS forms.

Enclosed is a copy of the determination letter dated April 17, 2024 provided by the IRS as evidence of HFHI's tax exempt status as well as its group exemption. The determination letter, together with this letter, confirms HFH of the Coachella Valley, subordinate status and provides evidence of its tax-exempt status under Section 501(c)(3) of the Code.

Sincerely,

Aaron Lewis
Assistant Secretary & Deputy General Counsel

285 Peachtree Center Ave. NE, Suite 2700, Atlanta, GA 30303-1220 USA
322 W. Lamar St., Americus, GA 31709-3543 USA (22 toll-free (800) 422-4828 fax (229) 928-8811 habitat.org

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
April 17, 2024
Employer ID number:
91-1914868
Person to contact:
Name: Mr. Schatz
ID number: 0196497
Telephone: 877-829-5500

HABITAT FOR HUMANITY INTERNATIONAL INC
% LEGAL DEPARTMENT
322 W LAMAR ST
AMERICUS, GA 31709

Dear Sir or Madam:

This is in response to your request dated March 28, 2024, for information about your tax-exempt status.

We issued a determination letter to you on January 1987, and you're currently exempt under Internal Revenue Code
(IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

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

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

For information about filing requirements visit www.irs.gov/charities. Specifically, IRC Section 6033(j) provides that if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

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

Keep a copy of this letter for your records.

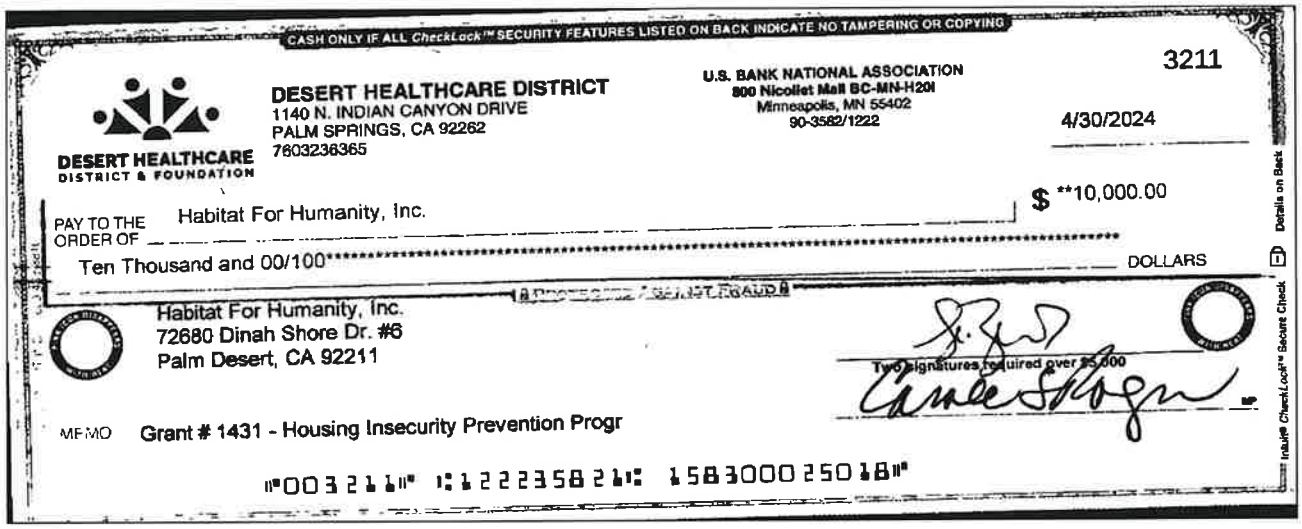
Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

banking for good

Check / Paper Item Image

Item from deposit slip dated 05/20/24, amount $21,456.20



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DESERT HEALTHCARE DISTRICT & FOUNDATION

DESERT HEALTHCARE DISTRICT
1140 N. INDIAN CANYON DRIVE
PALM SPRINGS, CA 92262
7603236365

U.S. BANK NATIONAL ASSOCIATION
800 Nicollet Mall BC-MN-H20I
Minneapolis, MN 55402
90-3582/1222

3211

4/30/2024

PAY TO THE ORDER OF Habitat For Humanity, Inc. $ **10,000.00

Ten Thousand and 00/100********** DOLLARS

Habitat For Humanity, Inc.
72680 Dinah Shore Dr. #6
Palm Desert, CA 92211

Two signatures required over $5,000

MEMO Grant # 1431 - Housing Insecurity Prevention Progr

⑈003211⑈ ⑆122235821⑆ 1583000250 18⑈

Details on Back

Intuit® CheckLock™ Secure Check

View Back of Image

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Check / Paper Item Image

Item from deposit slip dated 01/02/24, amount $44,005.30

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Wells Fargo Bank N A
Minneapolis, MN

No. 29016894

62-22
311

dorsey&whitney
TRUST COMPANY
401 East Eighth Street, Suite 319
Sioux Falls, SD 57103

DATE 12/22/23

NOT VALID AFTER SIX MONTHS

PAY *Forty Thousand And 00/100 US Dollars****

CHECK AMOUNT
$40,000.00

Payable in U S Funds

PAY TO Habitat for Humanity of the Coachella Valley
72680 Dinah Shore Dr. No. 6
Palm Desert, CA, 92211

AUTHORIZED SIGNATURE

MP

MEMO: 2023 Grant - Houston Family Fndn.

THE BACK OF THIS CHECK CONTAINS A HEAT REACTIVE INK SPOT. HOLD OR RUB WITH THUMB & COLOR SHOULD FADE THEN REAPPEAR. VOID IF WATERMARK DOES NOT APPEAR ON BACK OF CHECK

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STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

SUBJECT: 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

STAFF RECOMMENDATION:

Staff recommends that the City of Coachella considers awarding a 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.

BACKGROUND:

The grant funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in California's most disadvantaged communities. Through this grant, the City was able to implement its Coachella Prospera project, which will improve green spaces, provide affordable housing, increase clean micromobility options and electric vehicle car sharing services, install solar panel in income-qualified homes, and create workforce development opportunities all centered on addressing climate change at the local level.

At the time, the City had entered into a contract with Deaztlan Consulting for media, video and event production services in relation to the announcement and rollout of the Coachella Prospera project. This new Professional Services Agreement is the next iteration of their services in continuing to keep the residents of Coachella informed of the Coachella Prospera projects and the benefits available to them.

DISCUSSION/ANALYSIS:

Through this Professional Services Agreement, DeAztlan Consulting will develop and oversee the management of the Coachella Prospera social media channels and project website, aimed at informing current and potential residents and business owners of the benefits of Coachella Prospera. The proposed services below are for a one-year project timeline; with a year-on-year renewal option for five years.

The proposed services include developing a comprehensive social media strategy, creating engaging content (graphics, videos, and photos), and maintaining active community engagement

through interactive polls and prompt responses. The project will involve regular performance reporting and data analysis to refine strategies and optimize reach and engagement.

These services will include the following:

Web Hosting & Management Services

- Task 1: Web Hosting
- Task 2: Domain Name & SSL Certificate
- Task 3: Content Mangement Systems (CMS) Maintenance
- Task 4: Security & Backups
- Task 5: Performance Optimization
- Task 6: Technical Support
- Task 7: Content Updates

Social Media Management & Content Creation

- Task 1: Two Channel Management
- Task 2: Content Creation (Graphic Design, Video Production, Photography, Community Polls)
- Task 3: Community Management
- Task 4: Reporting, Analytics & Strategy Review
-

ALTERNATIVES:

1. DeAztlan Consulting for the management of the Coachella Prospera social channels and website for the City of Coachella in the amount of $114,000
2. Not award

FISCAL IMPACT:

Grant funds from the TCC grant have been budgeted to cover the cost of this contract for the duration of the project.

ATTACHMENTS:

1. DeAztlan Consulting Proposal

DEAZTLAN **CONSULTING**

SUMMARY OF SERVICES

In collaboration with city staff, DeAztlan Consulting will develop and oversee the management of the Coachella Prospera social channels and project website, aimed at informing current and potential residents and business owners of the benefits of Coachella Prospera. The proposed services below are for a one-year project timeline from October1, 2024, through October 1, 2025; with a year-on-year renewal option for five years.

¡COACHELLA PROSPERA!

WEB HOSTING & MANAGEMENT SERVICES

WEB HOSTING

DOMAIN NAME & SSL CERTIFICATE

CONTENT MANAGEMENT SYSTEM (CMS) MAINTENANCE

SECURITY & BACKUPS

PERFORMANCE OPTIMIZATION

TECHNICAL SUPPORT

CONTENT UPDATES

SOCIAL MEDIA MANAGEMENT & CONTENT CREATION

TWO CHANNEL MANAGEMENT

CONTENT CREATION
- Graphic Design
- Video Production
- Photography
- Community and Story Polls

COMMUNITY MANAGEMENT

REPORTING & ANALYTICS

**Ad buy and print costs not included*
Total Cost: $114,000.00

These services will ensure the management of the Coachella Prospera social channels and project website to inform residents and business owners of its many benefits, highlighting recreational resources, zero-emission transportation, affordable housing, urban forests, solar programs, and infrastructure. The estimated cost covers services from DeAztlan Consulting from October, 2024 to October 2025.

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DEAZTLAN **CONSULTING**

WEB HOSTING & MANAGEMENT SERVICES

TASK 1: WEB HOSTING

- Regularly monitor hosting performance to ensure server stability and reliability.
- Perform upgrades or changes to hosting plans as needed to accommodate traffic increases
- Ensures the website remains accessible and performs well under varying traffic loads.
- Evaluate hosting performance quarterly; consider scalability options for future needs.

TASK 2: DOMAIN RENEWAL & SSL CERTIFICATE

- Renew the domain name and SSL certificate annually or as needed.
- Monitor SSL certificate expiration dates and renew them promptly to maintain website security.
- Set up automated reminders for renewals; verify SSL installation post-renewal for any issues.

TASK 3: CMS MAINTENANCE

- Regularly update the CMS (Content Management System) to the latest version, including core files and themes.
- Apply patches and updates to fix bugs and security vulnerabilities.
- Test updates in a staging environment before applying them to the live site to avoid disruptions.

TASK 4: SECURITY & BACKUPS

- Conduct regular security scans to identify potential threats and vulnerabilities.
- Perform automated and manual backups of the entire website, including databases and content.
- Automate backups and store them in multiple locations; perform periodic test restores to ensure backup integrity.

TASK 5: PERFORMANCE OPTIMIZATION

- Monitor and optimize website speed, load times, and server response rates.
- Implement caching, image optimization, and other techniques to improve overall site performance.
- Regularly review performance metrics and adjust optimization strategies as needed.

TASK 6: TECHNICAL SUPPORT

- Provide ongoing technical support for any website-related issues, including server errors, bugs, and downtime.
- Troubleshoot and resolve problems to maintain optimal functionality and user experience.

TASK 7: CONTENT UPDATES

- Update and manage website content regularly, including text, images, and multimedia elements.
- Ensure all content is relevant, up-to-date, and aligned with the city's communication strategies.
- Coordinate with city departments for content input; ensure content meets accessibility standards.

DEAZTLAN **CONSULTING**

PROJECT SCHEDULE

Month	Task	Due Date	Frequency
OCTOBER			
	Web Hosting Review	10/04/2024	Quarterly
	CMS Maintenance	10/05/2024	Monthly
	Security & Backups	10/11/2024	Weekly
	Performance Optimization	10/12/2024	Weekly
	Content Updates	10/18/2024	Bi-Weekly
	Technical Support	As needed	As needed
	Analytics & Reporting	10/25/2024	Monthly
NOVEMBER			
	Web Hosting Review	11/01/2024	Quarterly
	Domain Renewal & SSL Certificate Check	11/02/2024	Annually
	CMS Maintenance	11/08/2024	Monthly
	Security & Backups	11/09/2024	Weekly
	Performance Optimization	11/15/2024	Weekly
	Content Updates	11/22/2024	Bi-Weekly
	Technical Support	As needed	As needed
DECEMBER			
	CMS Maintenance	12/06/2024	Monthly
	Security & Backups	12/13/2024	Weekly
	Performance Optimization	12/13/2024	Weekly
	Content Updates	12/20/2024	Bi-Weekly
	Technical Support	As needed	As needed
	Analytics & Reporting	12/27/2024	Monthly

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DEAZTLAN **CONSULTING**

Month	Task	Due Date	Frequency
JANUARY			
	Web Hosting Review	01/03/2025	Quarterly
	CMS Maintenance	01/08/2025	Monthly
	Security & Backups	01/09/2025	Weekly
	Performance Optimization	01/15/2025	Weekly
	Content Updates	01/22/2025	Bi-Weekly
	Technical Support	As needed	As needed
FEBRUARY			
	CMS Maintenance	02/03/2025	Monthly
	Security & Backups	02/12/2025	Weekly
	Performance Optimization	02/12/2025	Weekly
	Content Updates	02/19/2025	Bi-Weekly
	Technical Support	As needed	As needed
	Analytics & Reporting	02/26/2025	Monthly
MARCH			
	Web Hosting Review	03/03/2025	Quarterly
	CMS Maintenance	03/08/2025	Monthly
	Security & Backups	03/09/2025	Weekly
	Performance Optimization	03/15/2025	Weekly
	Content Updates	03/22/2025	Bi-Weekly
	Technical Support	As needed	As needed

This six-month sample project schedule ensures that the project is closely monitored and managed, allowing for effective decision-making, timely adjustments, and successful project outcomes. Adjustments can still be made based on project needs or evolving requirements during implementation.

DEAZTLAN **CONSULTING**

PROJECT BUDGET ALLOCATION

Task	Cost
TASK 1: WEB HOSTING	$4,000.00
TASK 2: DOMAIN RENEWAL & SSL CERTIFICATE	$1,000.00
TASK 3: CMS MAINTENANCE	$10,000.00
TASK 4: SECURITY & BACKUPS	$4,500.00
TASK 5: PERFORMANCE OPTIMIZATION	$5,000.00
TASK 6: TECHNICAL SUPPORT	$6,500.00
TASK 7: CONTENT UPDATES	$11,000.00
TOTAL	$42,000.00

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DEAZTLAN **CONSULTING**

PROJECT DELIVERABLES

Task	Description
TASK 1: WEB HOSTING SETUP & REVIEW	
	Ensure web hosting is configured correctly and meets performance needs. Conduct quarterly reviews to evaluate hosting requirements
TASK 2: DOMAIN RENEWAL & SSL	
	Renew domain name and SSL certificate to maintain secure and continuous website access.
TASK 3: CMS MAINTENANCE UPDATES	
	Regular updates to the CMS core, themes, and plugins to ensure security and functionality.
TASK 4: SECURITY AUDIT & BACKUPS	
	Perform weekly security audits and backups of the website to ensure data protection and recovery capabilities.
TASK 5: PERFORMANCE OPTIMIZATION	
	Conduct performance optimization checks and provide a report on website speed, load times, and areas for improvement.
TASK 6:TECHNICAL SUPPORT	
	Ongoing technical support to troubleshoot and resolve website issues promptly.
TASK 7: CONTENT UPDATE	
	Regular updates to website content, including news, events, and community information to keep the site current and engaging.
TASK 8: SEO & ANALYTICS REPORT	
	Monthly review of SEO performance and website analytics to assess traffic, user engagement, and SEO effectiveness.
TASK 9: ANNUAL MAINTENANCE REVIEW	
	Comprehensive review of all maintenance activities, performance, and outcomes over the past year, with planning for the next cycle.

The proposed services ensure that all aspects of the Coachella Prospera project website's maintenance are regularly reviewed and updated, keeping the site secure, functional, and optimized for all residents of the City of Coachella. The proposed budget covers services from DeAztlan Consulting from October 1, 2024, through October 1, 2025.

DEAZTLAN **CONSULTING**

SOCIAL MEDIA MANAGEMENT & CONTENT CREATION

TASK 1: TWO CHANNEL MANAGEMENT

- Develop and execute a social media strategy for both channels to align with city goals.
- Schedule and manage posts to ensure consistent messaging and brand voice.
- Monitor trends and adjust strategies to stay relevant and effective.

TASK 2: CONTENT CREATION

- Create visually engaging graphics for posts, stories, and campaigns that align with the city's branding and objectives. This includes designing event promotions, informational posts, and other visual content.
- Develop short, engaging videos, such as event recaps, community highlights, and informational clips, optimized for social media platforms to increase engagement and reach.
- Conduct photoshoots to capture high-quality images of any upcoming projects, events, and activities. These images will be used in social media posts to visually represent the Coachella Prospera ethos.
- Plan and schedule all content creation activities in advance to ensure a steady flow of engaging content throughout the month.
- Create interactive content like polls and quizzes to engage followers.
- Use feedback to improve content and better connect with the community.

TASK 3: COMMUNITY MANAGEMENT

- Respond to comments, messages, and mentions promptly.
- Engage with followers and manage online interactions to foster a positive community.

TASK 4: REPORTING, ANALYTICS, & STRATEGY REVIEW

- Analyze social media performance data and prepare monthly reports.
- Conduct quarterly reviews to refine strategies based on data insights and trends.
- Adjust strategies to improve engagement and reach.

TASK 5: ANNUAL REVIEW & FUTURE PLANNING

- Evaluate the year's social media efforts, highlighting successes and areas for improvement.
- Plan strategies and set new goals for the coming year based on insights and trends.

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DEAZTLAN **CONSULTING**

PROJECT SCHEDULE

Month	Task	Due Date
OCTOBER		
	Project Kickoff & Strategy Development	10/15/2024
	Content Creation Begins	10/31/2024
	Two Channel Management Begins	10/31/2024
	Content Posting Starts	10/31/2024
NOVEMBER		
	Community & Story Polls	11/15/2024
	Community Management	11/30/2024
	Reporting & Analytics	11/30/2024
	Content Posting	Throughout
DECEMBER		
	Community & Story Polls	12/15/2024
	Content Creation for Q1 2025	12/31/2024
	Reporting & Analytics	12/31/2024
	Content Posting	Throughout

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DEAZTLAN **CONSULTING**

Month	Task	Due Date
JANUARY		
	Quarterly Strategy Review	01/31/2025
	Content Posting	Throughout
	Community & Story Polls	01/31/2025
	Community Management	01/31/2025
FEBRUARY		
	Content Creation & Management	02/28/2025
	Reporting & Analytics	02/28/2025
	Content Posting	Throughout
MARCH		
	Content Creation for Q2 2025	03/31/2025
	Community Engagement & Story Polls	03/31/2025
	Quarterly Strategy Review	03/31/2025
	Content Posting	Throughout

The sample project schedule details a six-month plan for managing Instagram and Facebook social media channels for the Coachella Prospera project. The schedule ensures a consistent flow of engaging content, regular community interaction, and data-driven strategy adjustments to optimize social media performance and achieve the city's communication goals.

DEAZTLAN **CONSULTING**

PROJECT BUDGET ALLOCATION

Task	Cost
TASK 1: TWO CHANNEL MANAGEMENT	$12,000.00
TASK 2: GRAPHIC DESIGN	$15,000.00
TASK 3: VIDEO PRODUCTION	$26,000.00
TASK 4: PHOTOGRAPHY	$9,000.00
TASK 5: COMMUNITY MANAGEMENT	$7,000.00
TASK 6: REPORTING, ANALYTICS, & STRATEGY	$3,000.00
TOTAL	$72,000.00

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DEAZTLAN **CONSULTING**

PROJECT DELIVERABLES

Task	Description
TASK 1: TWO CHANNEL MANAGEMENT	
	Social Media Strategy Document
	Content Calendar
TASK 2: CONTENT CREATION	
	Ten monthly graphics for social media posts and campaigns.
	Four monthly 0:15-0:30 videos optimized for social media engagement.
	High-quality images captured during scheduled and organized project events.
	Two interactive monthly community polls for Instagram and Facebook.
TASK 3: COMMUNITY MANAGEMENT	
	Community Engagement Report
TASK 4: REPORTING & ANALYTICS	
	Monthly Performance Report
	Quarterly Strategy Review Report

The proposed services include developing a comprehensive social media strategy, creating engaging content (graphics, videos, and photos), and maintaining active community engagement through interactive polls and prompt responses. Additionally, the project involves regular performance reporting and data analysis to refine strategies and optimize reach and engagement. **Average monthly project deliverables*

DeAztlan Consulting will develop and manage the Coachella Prospera social media channels and project website, with the goal of informing current and potential residents and business owners about the benefits of Coachella Prospera. The proposed services below are for a one-year project timeline from October 1, 2024, through October 1, 2025; with a year-on-year renewal option for five years. This proposal is subject to a five percent fee increase for each new year. Each yearly contract extension must be mutually agreed upon by both parties, DeAztlan Consulting and the City of Coachella

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

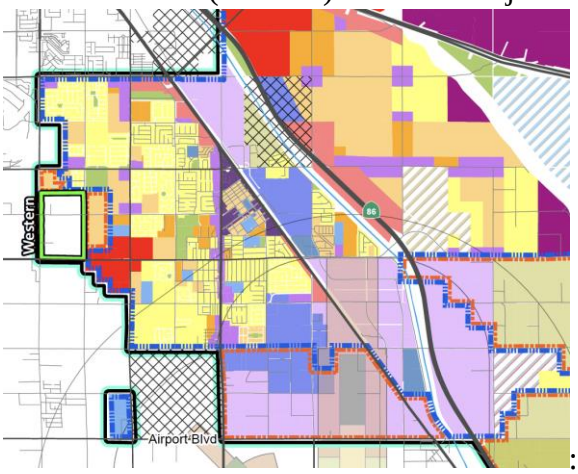
SUBJECT: **Adopt Ordinance No. 1216 approving Change of Zone (CZ) No. 24-07 2nd Reading** to pre-zone 51 parcels currently in unincorporated Riverside County "Pocket 7" to City of Coachella zoning designations of Residential Estate (R-E) and General Commercial (C-G); Applicant: City of Coachella (Second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

STAFF RECOMMENDATION

Staff recommends that the City Council adopt Ordinance No. 1216 approving Change of Zone No. 24-07 for the pre-zoning of 51 assessor parcels to City of Coachella zoning designations of Residential Estate (R-E) and General Commercial (C-G) located in the area generally bounded by Jackson Street on the west, approximately 0.25 mile north of 51st Avenue on the north, Calhoun Street on the east, and 52nd Avenue on the south.

EXECUTIVE SUMMARY:

The City of Coachella has initiated the above referenced change of zone in conjunction with the proposed annexation to the City of Coachella of the Pocket 7 area. The pre-zoning of the parcels is a pre-cursor to the submittal of the annexation request to the Riverside Local Agency Formation Commission. (LAFCO). The subject area is illustrated on the exhibits below



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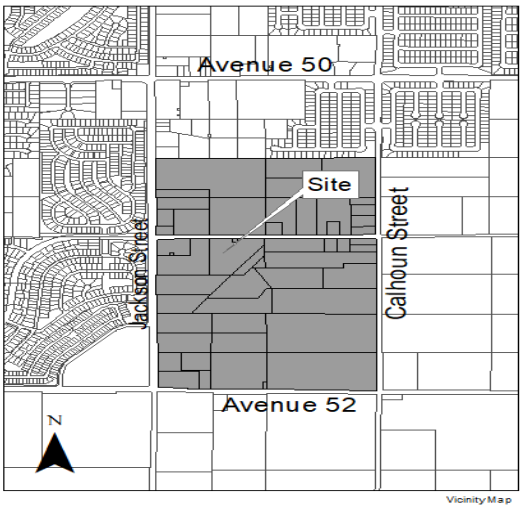


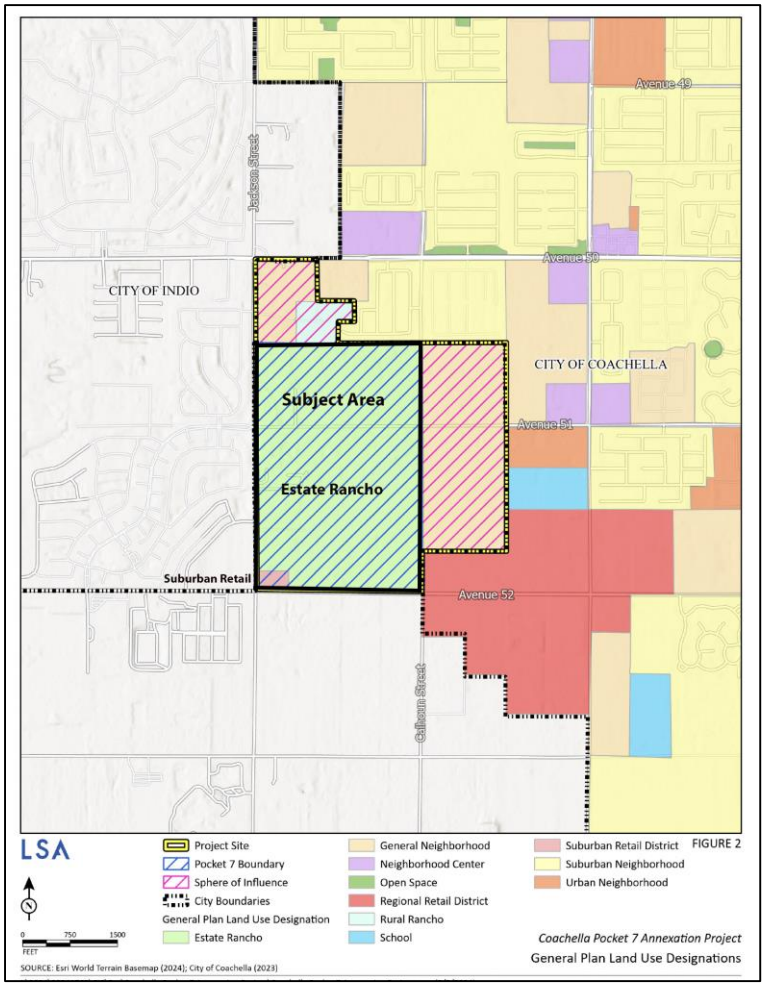
The area consists of a combination of vacant properties, agricultural uses and single-family homes on large lots. A commercial use, Forest Lawn-Coachella, is located at the NE corner of Avenue 52 and Jackson Street. The area also includes the Old Polo Estate event facility and the Rancho 51 Date Garden. The project area also includes three parcels that are in Agricultural Preserves as shown on the exhibit below. The City of Indio is located adjacent to the subject area, west of Jackson Street. An aerial photograph of the subject area is shown below.

Figure 1: Aerial of Pocket 7 Area

BACKGROUND:

The above referenced area was added to the City's General Plan Planning area in 2023 through a General Plan Amendment. The majority of the planning area was designated Estate Rancho while a small area at the Northeast corner of Avenue 52 and Jackson (Forest Lawn-Coachella) was designated Suburban Retail District as shown on the exhibit below.

Figure 2: General Plan Land Use Designations and Sphere of Influence



The pre-zoning of the subject area to Residential Estate (R-E) and General Commercial (C-G) will implement the Estate Rancho and Suburban Retail District General Plan designations within the City zoning code.

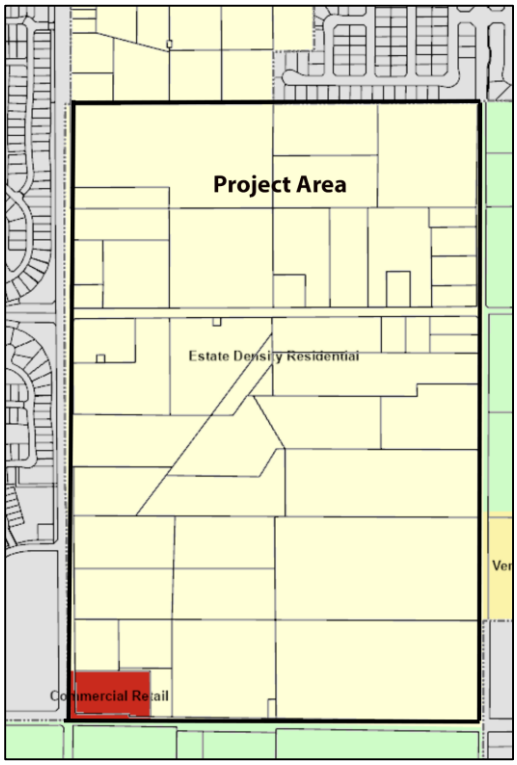
Consistency with the Riverside County and City of Coachella General Plan

The project area is within the Estate Density Residential and the Commercial Retail Riverside County General Plan land use designations. City of Coachella land use designations include Estate Rancho and the Suburban Retail General Plan land use designations. The Estate Rancho designation accommodates low intensity residential development in an estate or low-density suburban format. These areas are generally located on the outside edges of the City of Coachella and serve as a transition zone between more dense residential areas and the rural and agricultural landscape surrounding the City. The Estate Rancho land use designation is a new land use designation that was created in 2023 to match the existing County general plan designation because there was not a direct match for this density. Recent State legislation mandates that if there is a conflict in residential density between the General Plan and zoning, the higher density shall prevail

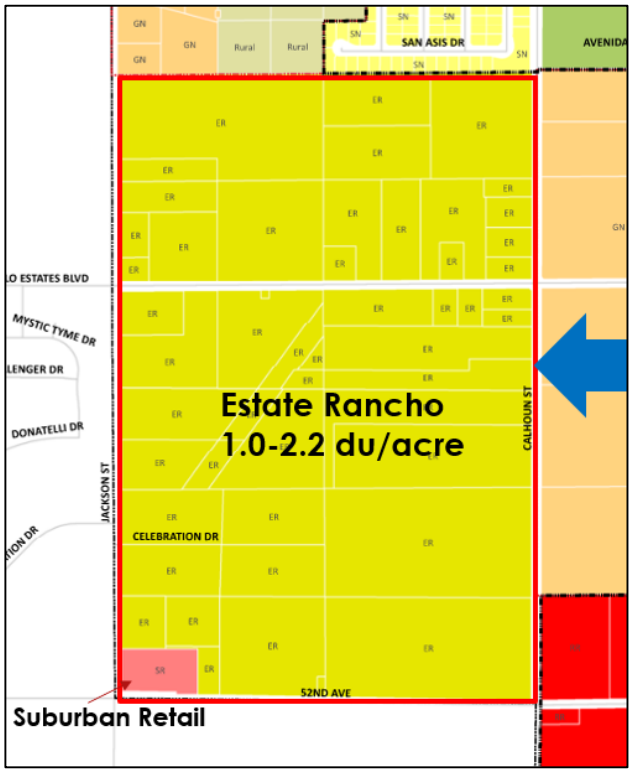
(not necessarily the General Plan). The Estate Rancho designation allows up to 2.2 du/ac (1 unit per 20,000 square feet) while the existing County General Plan designation allows 0.5 du/ac. The City Estate Rancho designation would allow a density of 1.2 to 2 du/ac.

The Suburban Retail designation at the southeast corner of Avenue 52 and Jackson Street is intended to provide a concentration of retail business "large format" retailers in a setting that accommodates the parking requirements of such businesses. Allowed land uses for the Suburban Retail designation primarily include retail and services, sometimes with commercial uses on upper floors with a density of 0.35 to 1.0 FAR. This site currently exists as Forest Lawn-Coachella.

Figures 3 and 4: County and City General Plan designations



County General Plan

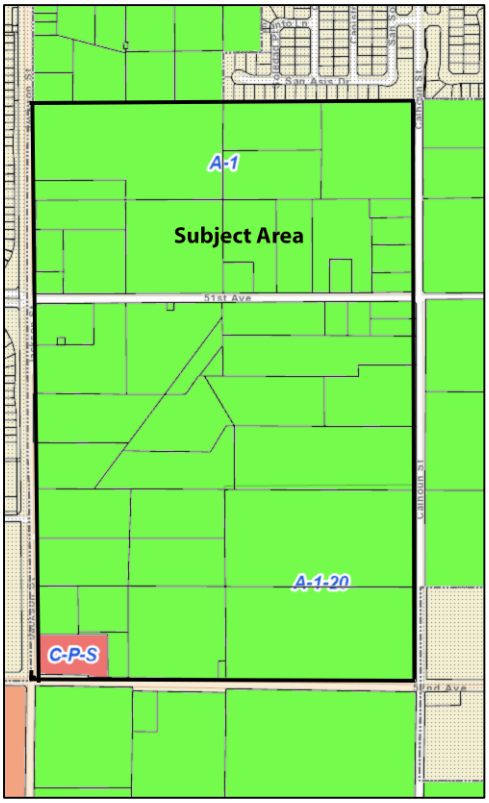


City General Plan

Consistency with Zoning

The project area is currently within unincorporated Riverside County and includes zoning of A-1, Light Agriculture, A-1-20, Light Agriculture with a 20-acre minimum lot size and CPS, Scenic Highway Commercial (Figure 6).

Figure 6: Riverside County Zoning for Pocket 7



The proposed Residential Estate Zoning and General Commercial zoning would be consistent with the current County of Riverside zoning.

Environmental Analysis

The City has determined that analyses of project environmental effects has been provided through use of an Addendum that was adopted as Environmental Assessment No. 23-03 by the City Council on July 2, 2023 prepared in association with a General Plan Amendment that established General Plan land uses for the subject properties and that none of the conditions set forth in Public Resources Code Section 21166 or Section 15162 of the State CEQA Guidelines requiring preparation of a subsequent or supplemental EIR have been met. 1) There are no substantial changes to the project that would require major revisions of the certified 2015 Program EIR or the Addendum due to new significant environmental effects or a substantial increase in severity of impacts identified in the 2015 Program EIR or the Addendum; 2) Substantial changes have not occurred in the circumstances under which the project is being undertaken that will require major revisions to the certified 2015 Program EIR or the Addendum to disclose new significant environmental effects or that would result in a substantial increase in severity of impacts identified in the 2015 Program EIR; and 3) There is no new information of substantial importance that was not known at the time the 2015 Program EIR or the Addendum was certified, indicating any of the following:

- The project will have one or more new significant effects not discussed in the 2015 Program EIR or the Addendum.
- There are impacts determined to be significant in the 2015 Program EIR or the Addendum that would be substantially more severe; and
- There are additional mitigation measures or alternatives to the project that would substantially reduce one or more significant effects identified in the 2015 Program EIR or the Addendum; and
- There are additional mitigation measures or alternatives rejected by the project proponent that are considerably different from those analyzed in the 2015 Program EIR or the Addendum that would substantially reduce a significant impact identified in that EIR

ALTERNATIVES:

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

2) Deny Ordinance No. 1216.

3) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends that the City Council approve Alternative #1

Attachments:

1. Ordinance No. 1216 (2nd Reading) - Change of Zone No. 24-07
   Exhibit A – Change of Zone Exhibit
   Exhibit B – List of Assessor's Parcel Numbers.

ORDINANCE NO. 1216

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVAL OF CHANGE OF ZONE NO. 24-07 THAT PROPOSES TO PRE-ZONE 51 PARCELS TO RESIDENTIAL ESTATE AND GENERAL COMMERCIAL, LOCATED WEST OF CALHOUN STREET, SOUTH OF AVENUE 51, NORTH OF AVENUE 52; AND EAST OF JACKSON STREET. CITY OF COACHELLA, APPLICANT.

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 pre-rezone 51 parcels located east of Jackson Street. west of Calhoun Street, south of Avenue 51 and north of Avenue 52 implement the General Plan; and

WHEREAS, the Project is permitted pursuant to the Coachella Municipal Code, for a Change of Zone; and,

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City's General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS, the proposed area is adequate in size and shape to accommodate the proposed zoning and,

WHEREAS, the City has processed said application pursuant to Title 17 of the Coachella Municipal Code, and the California Environmental Quality Act of 1970 as amended; and,

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, it was determined that the prior EIR prepared for the 2015 General Plan Update and 2023 General Plan Addendum was sufficient and that no additional analysis is required for the proposed pre-zoning; and,

WHEREAS, the proposed pre-zoning as stipulated by the City is necessary to protect the public health, safety and welfare of the community.

WHEREAS, on October 2, 2024 the Planning Commission held a duly noticed public hearing to review the project 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.

WHEREAS, on October 23, 2024 the City Council held a duly noticed public hearing to review the project 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. Consistency with City of Coachella General Plan. The proposed change of zone is consistent with the City of Coachella General Plan land use designations. The subject area will allow for the pre-zoning of Residential Estate (R-E) and General Commercial (G-C) development in a manner consistent with the Estate Rancho and Suburban Retail land use designations of the general plan. 2. The site is physically suitable for the proposed zoning designations. The proposed zoning will provide for land uses consistent with the Residential Estate and General Commercial zoning designations.

SECTION 3. CEQA Analysis. The City has determined that analyses of project environmental effects are best provided through use of an Addendum that was adopted as Environmental Assessment No. 23-03 by the City Council on July 2, 2023 prepared in association with a General Plan Amendment that established General Plan land uses for the subject properties and that none of the conditions set forth in Public Resources Code Section 21166 or Section 15162 of the State CEQA Guidelines requiring preparation of a subsequent or supplemental EIR have been met. 1) There are no substantial changes to the project that would require major revisions of the certified 2015 Program EIR or the Addendum due to new significant environmental effects or a substantial increase in severity of impacts identified in the 2015 Program EIR or the Addendum; 2) Substantial changes have not occurred in the circumstances under which the project is being undertaken that will require major revisions to the certified 2015 Program EIR or the Addendum to disclose new significant environmental effects or that would result in a substantial increase in severity of impacts identified in the 2015 Program EIR; and 3) There is no new information of substantial importance that was not known at the time the 2015 Program EIR or the Addendum was certified, indicating any of the following:

- The project will have one or more new significant effects not discussed in the 2015 Program EIR or the Addendum.
- There are impacts determined to be significant in the 2015 Program EIR or the Addendum that would be substantially more severe; and
- There are additional mitigation measures or alternatives to the project that would substantially reduce one or more significant effects identified in the 2015 Program EIR or the Addendum; and
- There are additional mitigation measures or alternatives rejected by the project proponent that are considerably different from those analyzed in the 2015 Program EIR or the Addendum that would substantially reduce a significant impact identified in that EIR

SECTION 4. Amendment to City of Coachella Zoning Map is hereby amended as identified in Change of Zone No. 24-07 Exhibit A and including parcel numbers in Exhibit B.

SECTION 5. 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 6. 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 13th of November, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Steven Hernandez, Mayor
City of Coachella

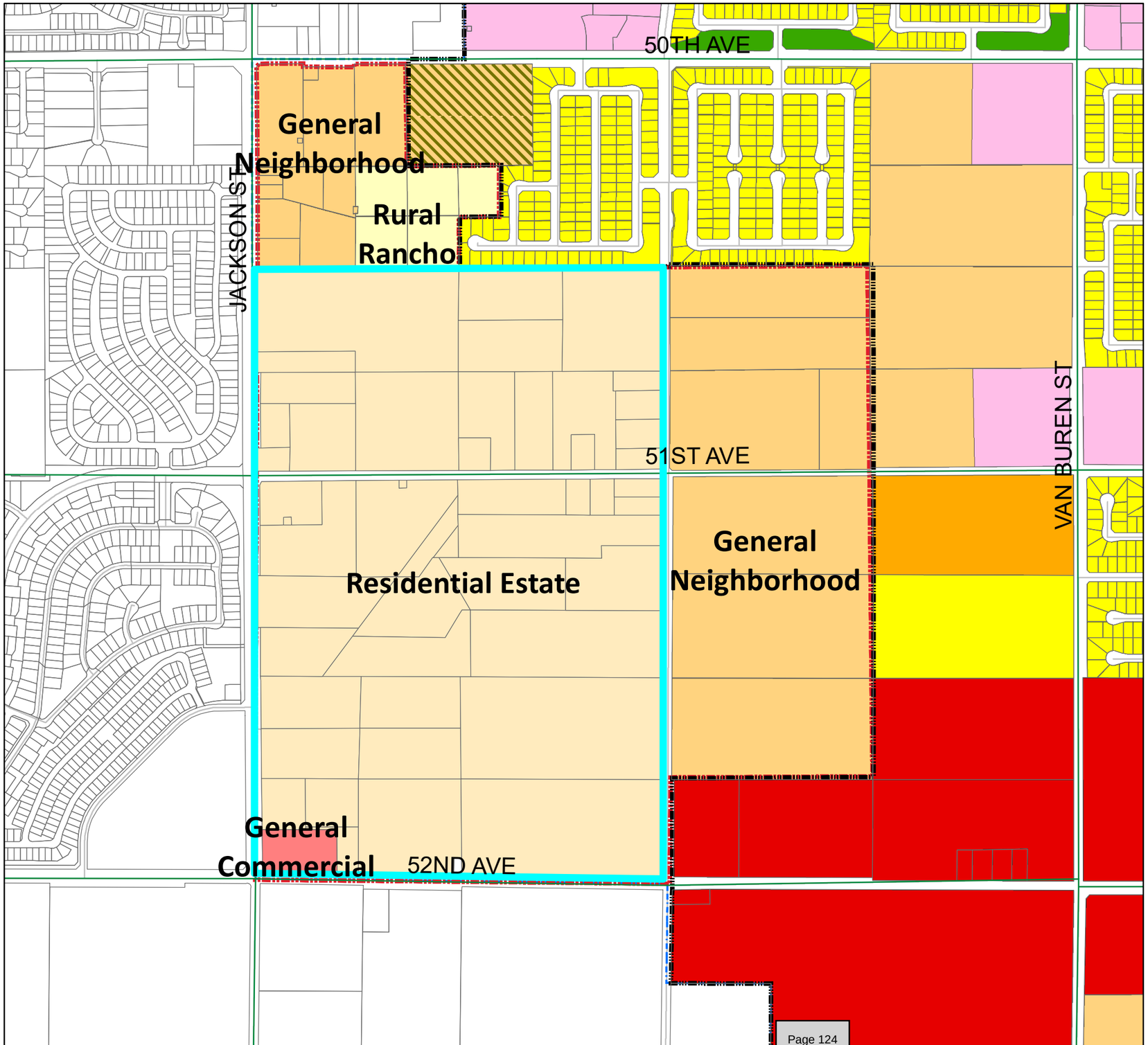
ATTEST:

_____
Angela M. Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

_____
Carlos Campos, Best Best & Krieger LLP
City Attorney

Exhibit A Ordinance No. 1216 Change of Zone Exhibit CZ No. 24-07



City of Coachella Official Zoning Map

Zoning Districts

Legend

- Rural Rancho (R-R)
- Suburban Neighborhood (S-N)
- Mobile Home (R-MH)
- General Neighborhood (G-N)
- Urban Neighborhood (U-N)
- Neighborhood Commercial (C-N)
- General Commercial (C-G)
- Regional Commercial (R-C)
- Downtown Transition (TR-PV)
- Downtown (DT-PV)
- Resort District (R-D)
- Urban Employment (U-E)
- Manufacturing Service (M-S)
- Heavy Industrial (M-H)
- Wrecking Yard (M-W)
- Open Space (O-S)
- Specific Plan
- Residential Estate (R-E)

Legend

- Pocket 7 Line Boundary
- City Boundary
- Sphere of Influence (LAFCO)
- General Plan Planning Area
- Tribal Land
- Planned Unit Development

**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 that may exist at the time of project review. If the project is located in the Riverside County Airport Land Use Compatibility Plan zones, please see ALUCP and Coachella City Planning Staff for the most up-to-date regulations.*

0 0.1 0.2 0.3 Miles

Source: City of Coachella and Riverside County
Date: July 2023

Exhibit B - Ordinance No. 1216

Assessor Parcel Numbers:

779330003, 779330005, 779330008, 779330015, 779330018, 779330006, 779330002, 779330007, 779330012, 779330017, 779330020, 779350003, 779330004, 779330014, 779330019, 779330010, 779330013, 779330001, 779330009, 779330011, 779350001, 779350007, 779350010, 779350002, 779350008, 779350011, 779330016, 779350004, 779350005, 779350006, 779350012, 779310009, 779310008, 779310013, 779310001, 779310003, 779310004, 779310012, 779310014, 779310015, 779310019, 779310006, 779310017, 779310002, 779310007, 779310016, 779310018, 779310005, 779310010, 779310011, 779350009

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Director

SUBJECT: 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

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STAFF RECOMMENDATION:

Authorize 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

BACKGROUND:

The City of Coachella, is a general-law City that provides water service through the Coachella Water Authority (CWA), a joint powers authority formed as a component of the City of Coachella and the Housing Authority of the City of Coachella, and manages municipal wastewater in its service area through its subsidiary Coachella Sanitary District. The City was incorporated in 1946 and encompasses approximately 32 square miles and has a sphere of influence that encompasses 53 square miles in the eastern Coachella Valley approximately 40 miles south of Palm Springs, California.

Coachella Water Authority has one principal source of water supply, local groundwater pumped from CWA owned and operated wells. There are currently six (6) wells within the City's distribution system; of which, all six (6) wells are currently operational. The total pumping capacity of active wells is approximately 11,400 gallons per minute (gpm) or 16.5 million gallons per day (MGD). CWA has three (3) storage reservoirs within the City, with a total reservoir storage capacity of approximately 10.5 MG. In addition, CWA operates two booster pumping stations. CWA's distribution system network consists of approximately 120 miles of pipeline, which range from 4-inches to 36-inches in diameter. The current system serves approximately 9,000 residential and commercial customers.

Chromium is naturally occurring constituent in the Coachella Valley groundwater. In 2014, California's Division of Drinking Water (DDW) established a hexavalent chromium (Cr6) maximum contaminant level (MCL) of 10 ug/L. DDW retracted the Cr6 MCL in September 2017 because it was determined the Water Board "failed to demonstrate Cr6 compliance as economically feasible." In March 2022, DDW proposed a draft MCL of 10 ug/L for Cr6.

CWA currently has 6 active groundwater wells, all of which have Cr6 concentrations above the proposed MCL. In 2016 the City completed the Coachella Water Authority Hexavalent Chromium Treatment Facilities Project Basis of Design Report. In 2022 the City through work performed via the Coachella Valley Water District analyzed the following: 1) Cr6 reduction using SnCl2 (0.5 mg/L dose as Sn) in a chlorinated system (0.5 mg/L as free Cl2).

In April of 2023, the City wrote a letter to Assemblymember Garcia and Senator Padilla to request a $500,000 appropriation through the 2023-2024 State Budget to help the city finance a pilot demonstration project on the efficacy of stannous chloride to lower levels of hexavalent chromium 6 (Chromium - 6) in the city's drinking water. With the State Water Resources Control Board ("Water Board") expected to issue a new chromium-6 drinking water standard later this year, a pilot study demonstrating the efficacy of stannous chloride is the city's only viable path at being able to afford the cost of complying with the forthcoming choromium-6 standard.

On October of 2023, the City of Coachella received a direct-action grant from the legislature for the $500,000 for the Support of a Stannous Chloride Pilot Project. On January of 2024, the funding for AB 102 CS 19.56 earmark was frozen due to state's budget shortfall, any work on the funding agreement for the earmark and work associated with it was put on hold with funding paused pending budget discussions. CWA received notification on February of 2024 from the Division of Fiscal Services that the earmark funding for the AB 102 Budget Act CS 19.56, which was frozen due to the State's budget shortfall, was reinstated and work would further proceed to continue.

The City of Coachella is currently working with the California Department of Water Resources Division of Regional Assistance, Financial Assistance Branch on finalizing the Funding Agreement to receive the funds. To finalize the Funding Agreement an Authorizing Resolution is required.

FISCAL IMPACT:

None

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

WHEREAS, the July 2023 Assembly Bill 102 designated $500,000 in funding to the City of Coachella for its Support of a Stannous Chloride Pilot Project, a "Project" which may include a testing program and evaluation of a water treatment process utilizing stannous chloride and potentially other alternative treatment processes to remove Chromium- 6 from groundwater to levels sufficiently below the proposed State of California's MCL of 10 ppb. (collectively, the "Project"); and

WHEREAS, the responsibility for the administration of the fund, including establishing the necessary procedures for disbursement of the fund, to the California Department of Water Resources ("CDWR"); and

WHEREAS, the City agrees that the funds should be allocated by CDWR to the City of Coachella and

WHEREAS, CDWR requires a resolution from the City of Coachella authorizing the City of Coachella to enter into an agreement with CDWR to receive funds and to authorize the City Manager to execute the agreement.

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

Authorizes the City of Coachella to enter into an agreement with the State of California Department of Water Resources to receive $500,000 in funding for its Support of a Stannous Chloride Pilot Project and authorizes the City Manager, or designee to execute the agreement, any amendments thereto; and to submit any required documents, invoices, and reports required to obtain State funds.

PASSED, APPROVED, and **ADOPTED** this 13th day of November 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. 2024-60 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of November 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA

(DEPARTMENT OF WATER RESOURCES) AND

CITY OF COACHELLA

AGREEMENT NUMBER 4600016049

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the City of Coachella, a municipal agency>, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Budget Act of 2023 (Stats. 2023, ch. 38, § 258) to Funding Recipient to assist in financing the Support of a Stannous Chloride Pilot Project (Project).

2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.

3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed $500,000.

4. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.

5. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:

   A. Purchase of equipment not an integral part of the Project.

   B. Purchase of water supply not an integral part of the Project.

   C. Replacement of existing funding sources for ongoing programs.

   D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.

   E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

6. METHOD OF PAYMENT. State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a “wet signature.” State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).

   Invoices submitted by Funding Recipient shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.

C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:

   i. Invoices must contain the date of the invoice and the time period covered by the invoice.

   ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

   iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.

   iv. Each invoice shall clearly delineate those costs incurred during that time period.

   v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient's Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

7. <u>DEFAULT PROVISIONS.</u> Funding Recipient will be in default under this Funding Agreement if any of the following occur:

   A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;

   B. Making any false warranty, representation, or statement with respect to this Funding Agreement;

   C. Failure to operate or maintain Project in accordance with this Funding Agreement.

   D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

   E. Failure to submit timely progress reports.

   F. Failure to routinely invoice State.

   G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

   Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent

via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

a. Declare the funding be immediately repaid at the time of the default.

b. Terminate the Funding Agreement.

c. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8. CONTINUING ELIGIBILITY. Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:

   A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).

   B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.

   C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.

   D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.

   E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.

   F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.

   G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.

B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.

10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.

C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.

11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.

A. Notices may be transmitted by any of the following means:

i. By delivery in person.

ii. By certified U.S. mail, return receipt requested, postage prepaid.

iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

iv. By electronic means.

B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources	<Name of Agency>
Arthur Hinojosa	<Name>
Manager, Division of Regional Assistance	<Title>
P.O. Box 942836	<Mailing Address>
Sacramento, CA 94236-0001	<Phone>
Phone: 916-902-6713	<e-mail>
Email: Arthur.Hinojosa@water.ca.gov	

Direct all inquiries to the Project Manager:

Department of Water Resources	<Name of Agency>
Ted Daum	<Name>
Senior Environmental Scientist	<Title>
P.O. Box 942836	<Mailing Address>
Sacramento, CA 94236-0001	<Phone>
916-902-7800	<e-mail>
Theodore.Daum@water.ca.gov	

Either party may change its Project Representative or Project Manager upon written notice to the other party.

13. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements for Funding Recipients

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

_____

Arthur Hinojosa
Manager, Division of Regional Assistance
Date_____

<NAME OF AGENCY>

_____

<name>
<title>
Date_____

Approved as to Legal Form and Sufficiency

_____

Robin Brewer, Assistant General Counsel
Office of the General Counsel
Date_____

Approved as to Legal Form and Sufficiency (if applicable)

_____

<name>
<title>
Date_____

EXHIBIT A

WORK PLAN

PROJECT: Support of a Stannous Chloride Pilot Project

IMPLEMENTING AGENCY: City of Coachella

PROJECT DESCRIPTION: Brief description of project – one to two paragraphs.

Budget Category A: Administration

Task A.1: Agreement Administration

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

Deliverables

- Annual Invoices and associated backup documentation

Task A.2: Reporting

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables

- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2
- Annual Progress Reports
- Final Funding Agreement Completion Report

Budget Category B: Permitting and Environmental Documentation

Identify required environmental and regulatory permits for the Project and obtain required permits..

Deliverables

- All applicable CEQA documentation.
- Copies of permits as required.

Budget Category C: Planning and Design - EXAMPLE

Task C.1: Preliminary Design Engineering Services

(Example) Prepare preliminary water well siting feasibility study and detailed site study, including land use considerations, hydraulic analysis, consideration of alternative piping alignment, permitting requirements, infrastructure considerations, and cost analysis.

Deliverables

- Water Well Siting Feasibility Report
- Preliminary Engineering Design Report

Task C.2: Final Design Engineering Services

Prepare relevant 65%, 95% and 100% level construction drawings and technical specifications. Prepare Stormwater Pollution Preventions Plan (SWPPP) and Water Quality Management Plan (WQMP), if applicable. Prepare recommended construction schedule.

Deliverables

- 100% Design (Plans/Specs/Engineer's Estimate)
- SWPPP and WQMP (If applicable)
- Construction Schedule

Budget Category D: Construction (as applicable) - EXAMPLE

Task D.1: Construction Administration

Manage contractor submittal review, answer requests for information, and issue work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties may include, but are not limited to: documenting of pre-construction conditions, daily construction on-site inspections of construction activities, preparing owner change orders, addressing questions of contractors on site via Request for Information or Request for Clarification, coordination of specialty inspection and testing, reviewing/updating project schedule, reviewing contractor log submittals and progress payment requests, notifying Contractor if work is not acceptable.

Deliverables

- Bid Documents
- Notice of Advertisement
- Notice of Award
- Fully executed Contract
- Purchase Order
- Notice to Proceed

Task D.2: Construction Activities

Construction activities are outlined below.

11(a): Mobilization and Demobilization <Add applicable detail>

11(b): Site preparation will include <Add applicable detail>

11(c): Install, construct, excavate <Add applicable detail>

11(d): Improve <Add applicable detail>

Deliverables

- Notice of Completion

- Record Drawings

EXHIBIT B

BUDGET

PROJECT: Support of a Stannous Chloride Pilot Project

Budget Category	State Funds	Agency Cost	Total Project Cost
A: Administration			
B: Permitting and Environmental Documentation			
C: Planning and Design			
D: Construction			
Total	**$500,000**		

EXHIBIT C

SCHEDULE

PROJECT: Support of a Stannous Chloride Pilot Project

DESCRIPTION	START	FINISH
A: Administration		
B: Permitting and Environmental Documentation		
C: Planning and Design		
D: Construction		

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2022 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to the State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.

D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 7.

D.8. CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:

A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and

B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.9. CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.11. COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.14. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

i. The dangers of drug abuse in the workplace,

ii. Funding Recipient's policy of maintaining a drug-free workplace,

iii. Any available counseling, rehabilitation, and employee assistance programs, and

iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

i. Will receive a copy of Funding Recipient's drug-free policy statement, and

ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).

B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.

C. Comply with all applicable California, federal, and local laws and regulations.

D. Implement the Project in accordance with applicable provisions of the law.

E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.

F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.

G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.

H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its

contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.

D.22. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.

D.23. LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: http://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.24. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.25. NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

D.26. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.27. PERFORMANCE BOND: Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.28. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of $200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.29. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.30. PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.31. REMAINING BALANCE: In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.

D.32. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Funding Recipient, its contractors, or subcontractors have made a false certification, or

B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.

D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.

D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.

D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.41. TIMELINESS: Time is of the essence in this Funding Agreement.

D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:

A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.

B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.

D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.

D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

AUTHORIZING RESOLUTION

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Briefly describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION (as applicable)

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

COST INFORMATION (as applicable)

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

SCHEDULE INFORMATION (as applicable)

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure
  - Include all internal and external costs not previously disclosed
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

EXHIBIT G

STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State payment requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Funding Recipient internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State payment, requests and related Funding Agreement budget line items.
3. Payment requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement payment.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Funding Recipient's personnel who provided services charged to the Project

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Economic Development Director

SUBJECT: 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

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STAFF RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute a lease agreement between the City of Coachella and Tata's Bakery Company for the 1,040 square foot building which was formerly the Sunline Transit Building located at 790 Vine Avenue in the Downtown Pueblo Viejo District and that the City Attorney can approve any minor changes to the lease agreement prior to its execution.

BACKGROUND:

On July 11, 2024, the City of Coachella Economic Development/Planning Subcommittee supported repurposing the vacant former Sunline Transit Building. The repurposing would be issuing a Request for Proposal (RFP) similar to that of the Utility Billing Building located at City Hall.

On October 1, 2024, the City of Coachella Economic Development Department issued a Request for Proposals (RFP) to solicit well-qualified business entities the opportunity to operate a 1,040 sq.ft. restaurant/retail business in the former Sunline Transit Building located in the Downtown Pueblo Viejo District. The objective was to provide a unique destination restaurant/café with a distinctive menu and experience that will cater to visitors of the Downtown Pueblo Viejo District and draw people to the area for a memorable experience. The RFP also provided economic development incentives to the well-qualified business in order to assist with startup costs. The deadline for proposals was October 31, 2024. As a result, the City only received one proposal.

Staff reviewed and evaluated the proposal received and qualified Tata's Bakery Co. as an exceptional proposal based on the RFP requirements, conceptual design, marketing, customer service, related business experience and capital investment.

Tata's Bakery Co. will be a unique, American bakery with a soul rooted in Coachella's vibrant Mexican heritage featuring baked goods and a sandwich deli, using fresh and locally sourced produce. Tata's Bakery seeks to create a warm, inclusive and inviting environment by bringing people together through home-baked goods and delicious sandwiches. Tata's Bakery Co. is slated to be a place for connection, celebration, and community.

DISCUSSION/ANALYSIS:

The proposed lease agreement will allow Tata's Bakery Co. to function on an annual basis and provide economic development incentives that will allow for a successful start-up. The Lessee will be responsible for all tenant improvements; however, will be subsidized by the City with a reduced lease rate until the cost of the tenant improvements is recovered. The City will also waive all permitting/planning fees for the first year of operation. The lease rate will be $1.00/square foot, which shall equal to a $1,040/monthly payment to the City, once the cost of the tenant improvements are recovered. The anticipated cost of the tenant improvements are anticipated to be $216,500.

FISCAL IMPACT

If the City Council approves the staff recommendation, the lease agreement will yield annual revenue of $12,480.00 plus sales tax revenue, while providing a much-needed amenity to the Downtown Pueblo Viejo District.

ATTACHMENTS:

1. RFP – Building Lease of Former Sunline Transit Building
2. Tata's Bakery Co. Proposal

Request for Proposals

City of Coachella
Building Lease

Site Address:
790 Vine Avenue
Coachella, CA 92236

Issued: October 1, 2024

Proposals Due: Thursday, October 31 , 2024 at 4:00 PM
53462 Enterprise Way, Coachella, CA 92236

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I. Introduction

The City of Coachella is known as the "City of Eternal Sunshine" and the "Gateway to the Salton Sea", and along with its largely young, rural and family oriented demographics makes it one of the most appealing and up-and-coming areas in Southern California and the County of Riverside. The City of Coachella was incorporated on December 13, 1946. According to the 2010 U.S. Census and Southern California Association of Governments (SCAG), the City of Coachella has a population of over 46,000 people with forecasting numbers that indicate a population of 135,000 by 2035, making it the 2nd largest city in the Coachella Valley. The City has over 29 square miles of mix use zoning opportunities, such as agriculture, commercial retail, industrial and housing. This culturally rich and family oriented City has a median age of 24.5 years old with an average family size of 4.57/household.

II. Invitation to Propose

The City of Coachella is pleased to offer an exciting economic development opportunity for a well-qualified business entity to operate within the 1,040 square foot old sunline station building located at the City Hall site on 790 Vine Avenue in the Downtown Pueblo Viejo District (APN: 778-060-007).

Qualified proposals must have demonstrated experience, and knowledge of restaurant/retail business operations—including financing, marketing, design, leasing, management and oversight. It is further expected that proposals will be based on a thorough understanding of existing and future business market conditions and trends and that final proposals will contain realistic financial projections.

III. Building Description

The existing 1,040 square foot, building is in the C-01 (Commercial) Zone, please see site map and site pictures (Exhibit "A" and "B"). The project site has existing separate utility connections and will include the following:

- 1,040 Square Feet:
    - 3 Office Spaces
    - Front Patio Area
    - Restroom
    - Kitchen Area

IV. Goals/Objectives

The goals/objective of this Request for Proposals (RFP) is to award a long term lease to an operation who will accomplish the following:

- Provide a unique destination restaurant and/or related retail operation with a distinctive menu/experience that will cater to visitors of the Downtown Pueblo Viejo District and draw people to the area for a memorable experience;

- Develop a creative façade and tenant improvement design that utilizes the current amenities of the City Hall campus;

- Maximize attendance through featured menu items, service, ambiance, and special events marketing;

- Assess, provide, and install all necessary furnishings and equipment in order to create an attractive and inviting destination;

- Implement quality marketing and advertising campaign; and

- Work in a collaborative effort with the City to incorporate to the vision of a walkable and sustainable Downtown Pueblo Viejo District and ensure an optimum experience for those going to the new City Library, expanded Senior Center, City Hall, new County DPSS Building, new Palm View Elementary and the surrounding community.

Furthermore, the proposed restaurant/retail development will promote public enjoyment, provide job opportunities for local residents, and complement the Downtown Pueblo Viejo Implementation Plan ("Plan). (Please note the Plan is available on the website - https://www.coachella.org/departments/pueblo-viejo-revitalization-plan)

Eligible Projects:

- Restaurant/Café – (Diverse Food Menu Preferred)
- Bar/Saloon
- Retail Store (Non-Cannabis)
- Business/Sales Tax Generating Incubator
- Art Gallery

Ineligible Projects:

- Visitor Center
- Non-Profit Organization
- Church
- Dispensary

V. Proposal Requirements

Interested parties shall submit written proposals that contain the following essential elements:

A. Conceptual: Please describe in detail the business concept being proposed and how it will fit into the Downtown Pueblo Viejo District and compliment the culture and quality of life. Provide preliminary plans, sections, diagrams and elevations in sufficient detail showing the manner in which proposer plans to develop the premises as follows:
   - Floor plans of space showing proposed uses, layout, circulation and utilities.
   - Proposed integration with the Downtown Pueblo Viejo District Design Guidelines, on City website: https://www.coachella.org/departments/pueblo-viejo-revitalization-plan.
   - One or more architectural rendering(s) of business indicating layout of space, general color scheme, style of furniture, fixtures, materials to be used for flooring, walls and lighting.
   - For all products, please include quality grade, brand names and anticipated costs.

B. Business Plan, Marketing and Customer Service: Please describe the business and marketing plan proposed for use in operations, with an emphasis on measures designed to obtain maximum patronage during peak and non-peak periods. Please include any market study analysis or

Per Forma statements that will illustrate the viability, sustainability and importance of proposed business:

- Describe customer service objectives for the business, specifically employee training and retention programs to support and meet objectives.

- Menu (if applicable): include a copy of the proposed menu for the restaurant Menu: include a copy of the proposed menu for the restaurant food/beverage and any associated merchandise being proposed, which includes non-alcoholic and alcoholic beverages indicating as applicable portion size, suggested price, and name brands.

- Hours: provide proposed days and hours of operation for the proposed business.

C. Project Team (Applicant): Please describe a brief history and experience of the applicant and their team:

- Operational: submit sufficient information to allow the City to evaluate the management structure and operating program of the proposed business concept.

- Business operations: describe current business operations. Please note that City staff may elect to perform a site visit to review/confirm current business conditions

- Minimum Qualifications: provide evidence that the proposer has experience in business administration and be able to show progressive quality management of similar types of business for the past five (5) years.

- References: provide references to evidence the minimum experience requirements, including the name of the operation, address, contact person, telephone number, and annual gross sales generated.

- Management Structure: describe the management structure to be employed in the operation of the business. Please include a job description for the on-site manager, include the number of employees and a proposed daily schedule to deliver good customer service during the proposed hours of operation.

- Insurance Coverage: provide evidence that the proposer has the ability to obtain the necessary insurance required for the operation of the proposed business. Acceptable evidence includes letters from the proposer's insurance company dated no earlier than two weeks before the submittal deadline date and signed by an officer of the insurance and security provider.

D. Capital Investment: Please provide the cost for interior construction, finishes, furnishings, fixtures, trade equipment, and architectural and engineering fees and the proposed method of financing, such as small business loan, micro-loan, saving account, etc. The applicant will be responsible for **ALL** tenant improvements and obtaining all the necessary permits. Please note that the City has pre-existing utility connections that will be changed to the new tenant once the Lease Agreement has been executed.

E. Art Murals: The water billing building currently has three (3) art mural installations that will be kept in their current location. The tenant will **NOT** be allowed to remove or modify the art murals in any way. The tenant will be responsible if the art murals become damaged during the tenant improvements or the construction phase.

VI. Lease Terms and Economic Development Incentives

Multiple City incentives will be available to the selected restaurant/retail space operator which include, but are not limited to:

- Fast Track Permitting Assistance/Ombudsman Service: The City's Economic Development team will assist with expediting the permit approval process and will monitor the permit application through the development review and approval process. Furthermore, the Economic Development team will provide personalized ombudsman assistance which simplifies the process of navigating City departments and processes. All tenant improvement application and inspection fees will be waived.

- City will subsidize the lease rate with potential tenant until the full cost of their tenant improvements has been recovered – 3 years maximum.

- Lease Rate will be $1.50/square foot after cost of tenant improvements have been recovered or 3 years have passed, whichever is first.

- Lease Term – 3 years maximum (with an opportunity to renew).

- City will be responsible for the maintenance and operations of existing landscaping, Art Murals and major mechanical, plumbing and electrical systems.

VII. Instructions and Schedule for Submitting of Proposals

The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Proposals. Expenses include, but are not limited to, expenses by proposer in: preparing a Proposal or related information in response to RFP; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Proposals made in response to this RFP.

Proposals are due before 5:00 PM on October 31, 2024. This time and date is fixed and extensions will not be granted. The City does not recognize the U. S. Postal Service, its postmarks or any other organization as its agent for purposes of dating the Proposal. All Proposals received after the deadline shown will be rejected, returned to sender and will not receive further consideration. Furthermore, the City reserves the right to reject any and all Proposals and to waive information and minor irregularities in any Proposal received.

Mail or hand-deliver five (5) copies of your Proposal to:

Ms. Celina Jimenez
Director of Economic Development
City of Coachella
53462 Enterprise Way, Coachella, CA 92236

VIII. RFP Inquires

For questions or clarifications pertaining to this RFP, please contact Celina Jiménez, Economic Development Director, at (760) 398-3502 ext. 119 or CJimenez@coachella.org

IX. Public Records

All proposals submitted in response to this RFP become property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review at least ten (10) days before selection and award.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Proposal. Personal information should be labeled as confidential and will remain so. Note under California law, a price proposal to a public agency is not a trade secret.

X. Evaluation Process and Selection Criteria

The City will conduct the selection process. The City is the final decision-maker regarding this selection, and it reserves the right to reject any or all responses or to terminate development negotiations at any time. The City reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to City staff, community groups, or others.

As part of the evaluation process, the City expects to interview some, but not necessarily all, of the parties submitting proposals.

The intent of the RFP step of this selection process is to identify qualified parties interested in operating and maintaining a full-service business and related amenities within the Downtown Pueblo Viejo District. The selection of a qualified proposer will be based generally upon his/her experience in the retail business industry and ability to demonstrate progressive quality business management practices for over a five (5) year period, including the quality of the proposed business and capacity to carry out the business development in a carefully and coordinated manner with the full collaboration of the City.

The proposal will be evaluated based upon the following criteria:

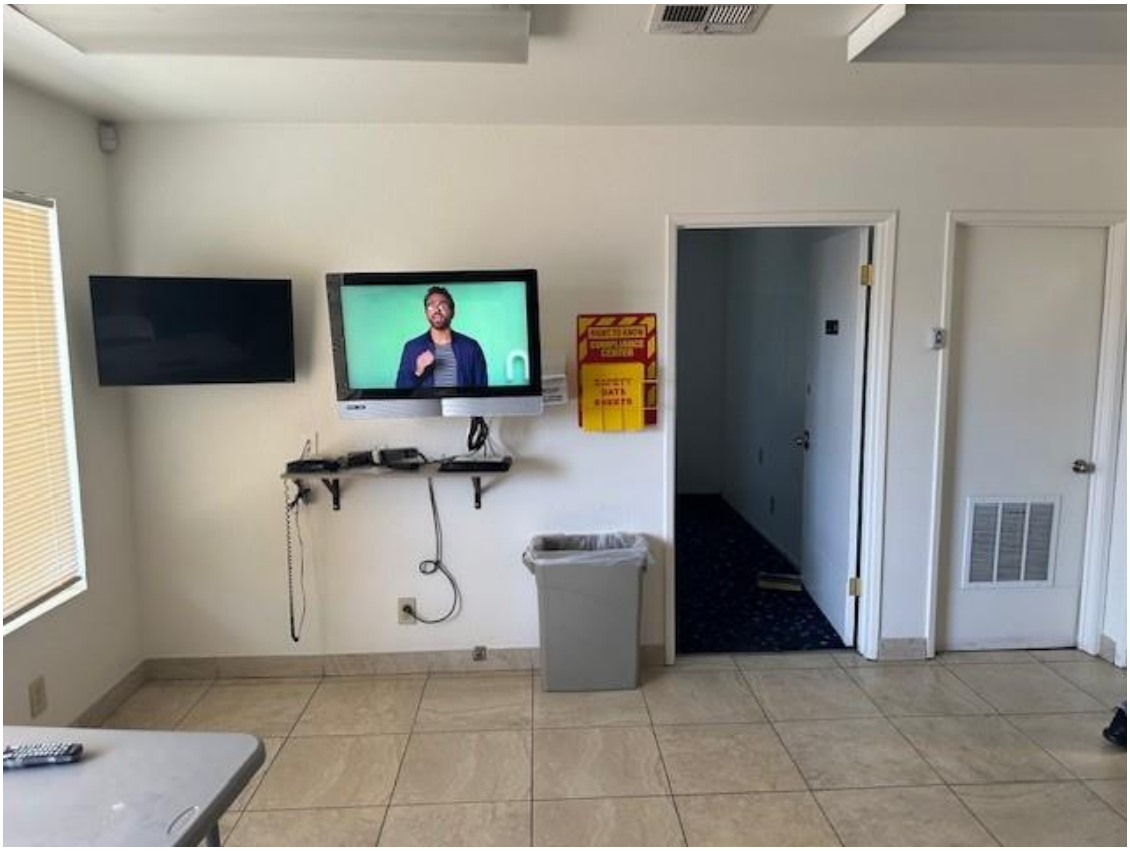
Selection Criteria – Sunline Building Proposed Business	**Score:**
Benefit of Proposed Business to the Downtown Pueblo Viejo District	30
Strength of Business Team and Management Experience	25
Financial Strength & Capital Accessibility	20
Quality of Proposed Business Plan	15
Conceptual Rendering and Floor Plan	10
TOTAL:	**100**

Exhibit "A"

Site Pictures

Outside:

Inside



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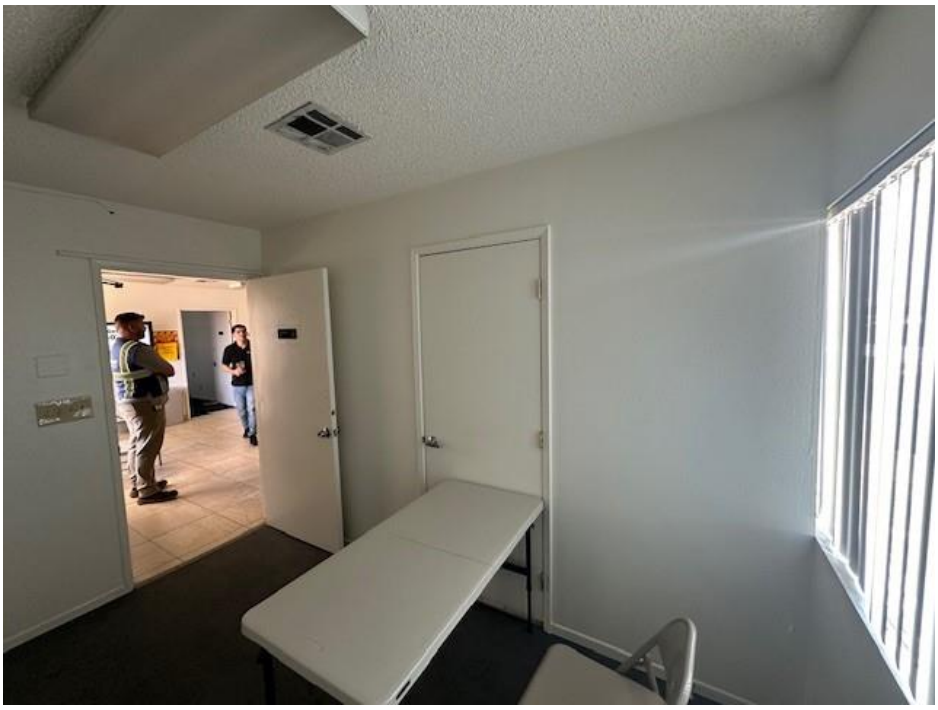


Exhibit "B"

Lease Agreement Template - DRAFT

LEASE AGREEMENT

BETWEEN THE CITY OF COACHELLA AND

LESSEE FOR RETAIL SPACE

THIS LEASE AGREEMENT (the "Lease") is made as of December 1, 2024 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and ENTITY NAME, a private entity (the "Lessee"), with reference to the following facts:

RECITALS

A. The City owns a 1,040 square foot, Sunline building, located at 790 Vine Avenue, Coachella, CA 92236, which is described in Exhibit "A" (the "Leased Premises"); and

B. Lessee desires to lease all 1,040 square feet in the Leased Premises from the City for retail space and programming use; and

C. City Plans to relocate the Sunline Depot to a new building in the corner of Cesar Chavez and 4th St.

D. Lessee will be responsible for all tenant improvements and utility services; and

E. Lessee is eligible for all Economic Development Incentives provided in Section 5 of this agreement and approved by the Economic Development/Planning Sub-Committee; and

F. Lessor will not be liable or responsible for any damage or injury occurring on the Leased Premises; and

G. Lessor will still be responsible for all landscape and building maintenance of Leased Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.

2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.

3. Premises. The Premises described in **Exhibit "A"** amounts to an area of approximately 1,040 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace **Exhibit "B"** as the description of the Premise

4. Term of Lease.

   a) The original term of the Lease shall be for a three (3) year period commencing on December 1, 2024 and terminating on December 1, 2027 (the "Term").

   b) During the Term of this Lease, Lessee shall pay to Lessor as rent the sum of One Thousand Five Hundred Sixty Dollars ($1,560.00) per month, once all the costs of the tenant improvements have been recovered by the Lessee.

   c) The annual rent will be paid by the Lessee to the Lessor in advance of the 27th day of each month and continuing throughout the term of this Lease.

   d) Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.

5. Economic Development Incentives.

   a) Fast Track Permitting Assistance/Ombudsman Service: The City's Economic Development team will assist with expediting the permit approval process and will monitor the permit application through the development review and approval process. Furthermore, the Economic Development team will provide personalized ombudsman assistance which simplifies the process of navigating City departments and processes.

   b) All tenant improvement application and inspection fees will be waived.

   c) City will subsidize the lease rate with Lessee until the full cost of their tenant improvements has been recovered – three (3) years maximum.

   d) Lease Rate will be $1.50/square foot after cost of tenant improvements have been

recovered or three (3) years have passed, which ever one if first.

e) Lease Term – 3 years maximum (with an opportunity to renew).

6. Utilities, Maintenance and Insurance.

a) Utilities. Lessee shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by Lessee on the Premises, including, without limitation: electricity, water, sewer, internet and trash removal services. Lessee shall pay for any and all charges for establishment or connection of utility services to the Premises.

b) Maintenance. Lessor shall provide all maintenance and repairs, at Lessor's sole cost and expense, to keep the Premises in good order and condition, including, without limitation, weed abatement, fencing, all improvements existing at the commencement of this Lease, and any improvements approved by the Lessor to be constructed and/or installed by the Lessee during the term of this Lease.

c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:

i. Public Liability and Property Damage. Broad-form comprehensive public liability insurance with limits of not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars ($1,000,000) each accident, or One Million Dollars ($1,000,000) combined single limit.

ii. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the

commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed 'the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

iii. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.

iv. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

7. Use. Lessee shall use and occupy the Premises for purposes of retail space and programming use. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

8. Hazardous Substances and Hazardous Materials.

a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state

or local law or regulation.

b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

9. Improvements.

a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor.

b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee. Any tenant improvement designs must be approved by the City and undergo the tenant improvement permit process through the Development Services Department.

c) Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alternations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole

discretion of Lessee. Notwithstanding the foregoing, upon termination of this Lease, Lessor may require Lessee to remove some or all of Lessee's installations, additions, improvements and alterations, at Lessee's sole cost and expense. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.

d) Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.

10. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction or Lessor.

11. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor. Lessor has the option to authorize a billboard to be installed on the Premises during the term of the Lease.

12. Lessor's Consent Required. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion.

13. Assignment and Subleasing. Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.

14. Use of Premises by City. The Premises will be used for as retail space and programming for the Lessee.

15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.

17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.

19. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for

receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessee:
City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: Celina Jimenez
Director of Economic Development
Phone: 760) 398-3502 Ext. 124
E-mail: CJimenez@coachella.org

To Lessor:

Name, Address, Telephone No., Email Address

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.

21. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. Time of Essence. Time is of the essence of this Lease.

23. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

24. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

25.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above:

LESSEE:

LESSEE

California Private Entity

By: _____

Name, Position

LESSOR:

THE CITY OF COACHELLA

California Municipal Corporation

By: _____

Dr. Gabriel Martin., City Manager

Attest:

By: _____

Angela M. Zepeda

City Clerk - City of Coachella

Approved as to Form:

By: _____

Best, Best & Krieger LLP

City Attorney

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

TaTa's Bakery Co.

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

City of Coachella Former Sun Bus Building Lease

Site Address:
790 Vine Avenue
Coachella CA 92236

Applicant:
Josie Gonzalez
760-609-7991
JosieGonzalez1963@gmail.com

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

Executive Summary

Tata's Bakery is a unique American bakery with a soul rooted in Coachella's vibrant Mexican heritage, unlike anything the city has seen before. Located in the heart of the Downtown Pueblo Viejo district, Tata's Bakery will serve as both a welcoming bakery and sandwich deli, a dynamic community hub. While we specialize in traditional American-style baked goods made with home-cooked recipes, our offerings celebrate Coachella's rich cultural and agricultural legacy, using fresh, locally sourced ingredients

As a centerpiece of Coachella's revitalization efforts, Tata's Bakery strives to foster a sense of belonging and pride. Our warm, inclusive environment will bring people together, creating a gathering place that resonates with the city's heritage while showcasing the joy of American home-baked treats. Marketing efforts will focus on community engagement and inclusivity, with special offers for residents and collaborations that support local businesses. Tata's Bakery is more than a bakery; it is a place for connection, celebration, and community.

Our goal is not only to create an enjoyable destination but also to drive positive economic impact by creating employment opportunities and fostering collaborations with other small businesses. Tata's Bakery is positioned to be a highlight for locals and visitors alike - a must-visit spot where people can relax, enjoy quality food, and feel at home. With an open, inviting space that combines cleanliness with comfort, Tata's Bakery is designed to be a go-to gathering spot that embodies the spirit of Coachella.

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

Concept

Tata's Bakery will feature a warm and inviting design, with a beautiful blend of pastel blue, pink, and bronze accents that creates a welcoming atmosphere. The interior will be open and modern, exuding a relaxed and clean vibe where customers feel comfortable. In the future, we plan to expand with an outdoor patio space to host community events and gatherings, enhancing the bakery's role as a community-centric destination in Coachella.

Mission, Values, Vision

MISSION

To bring the warmth of home-baked goods to the City of Coachella, crafted with love and shared in a welcoming community space, where quality and freshness are served daily.

VALUES

1. Commitment to Community: We committed to giving back to the community that inspires us, supporting local initiatives, and creating a gathering place where everyone feels welcome.

2. Quality in Every Batch: We prioritize the highest quality ingredients and carefully crafted recipes to deliver fresh, delicious baked goods our customers can trust and enjoy daily.

3. Exceptional Service with a Local Focus: Our team is devoted to providing friendly, community-centered service, making each customer feel valued and appreciated as a part of the Tata's Bakery family.

VISION

Our vision is to become a beloved community hub in Coachella—a must-visit destination where locals and visitors alike gather to enjoy fresh, quality baked goods. We aim to grow Tata's Bakery into a central space that reflects the heart of the city, with plans to expand while staying rooted in our commitment to the community.

MANAGEMENT PHILOSOPY

Tata's Bakery Co. believes that, next to our customers, our business structure is our most important asset. Transparent and clear communication, along with the seamless transfer of information between management and staff, is essential to running a successful business. We will hold regular meetings to review operations, explore ways to enhance service quality, attract new customers, and maintain high employee retention. Our goal is to make a positive impact on the local community while simultaneously reducing costs and increasing profits.

Mission, Values, Vision

ADVERTISEMENT AND PROMOTION

1. Grand Opening Event and Community Engagement

Tata's Bakery Co. will host a grand opening celebration, inviting community members to experience our offerings and meet the owner/baker. This open house event will feature samples of our fresh-baked goods and sandwiches, fostering community connections and introducing the bakery to residents.

2. Ribbon-Cutting Ceremony with the Greater Coachella Valley Chamber of Commerce

In partnership with the Chamber of Commerce, we will organize a ribbon-cutting ceremony as part of the opening celebration, symbolizing Tata's Bakery Co.'s commitment to the community and promoting local business growth.

3. Community Outreach through Flyers and Local Engagement

To build local awareness, we will distribute flyers within Coachella and nearby areas, promoting the grand opening event and our bakery offerings. The outreach will also include direct contact with local businesses and offices to invite them to the event.

4. Social Media Marketing Strategy

Tata's Bakery Co. will utilize various social media platforms, such as Instagram, Facebook, and Twitter, to create buzz and maintain an online presence. This includes:

- Regular posts showcasing products, event details, and behind-the-scenes preparations.
- Social media ads target local audiences to increase event attendance.
- Interactive content like polls, giveaways, and countdowns to engage the community and encourage followership.

5. Collaborating with the City of Coachella's Marketing Channels

We aim to collaborate with the City of Coachella by using the city's marketing channels to broaden our outreach, sharing Tata's Bakery Co.'s opening through newsletters, community boards, and social media platforms. We also aim to collaborate with the city to meet the guidelines and vison of the Puleo Viejo Mater Plan set by the city.

Customer Services

I believe that a customer-focused operation will result in the following benefits of the company.

- A feeling of pride and ownership in Tata's Bakery Co. from its employees
- Independent decision making for employees requires minimum supervision
- Highly involved and motived employees equal minimum staff turnover
- Maximum productivity and cost efficiency
- High customer loyalty consistent customer experience with an elevated level of employee training
- Complete customer satisfaction equals customer retention
- Maximum profitability

Sample Customer Retention Program

- customer reward program
- private party events
- Free Wi-Fi
- Seasonal baked goods and menu offerings
- Discount to members of public services, veterans, and seniors.

SAMPLE BUSINESS HOURS

Monday – Friday	6:00 am to 4:00 pm
Saturday - Sunday	8:00 am to 4:00 pm

**Holiday and season hours may fluctuate to accommodate the need

Capital Investment

As the operator, Josie will dedicate the necessary hours to ensure the success of the business. She will draw from her 35 years of successful business practices of managing, mentoring, and helping employees reach their full potential, implementing these skills at Tata's Bakery Co. **Tata's Bakery Co. management** will leverage their professional resources, as needed, to ensure the bakery is code-compliant, safe, and set up for long-term success. We estimate the total cost for improvements and startup expenses to be approximately **$216,000**. Josie will take out a small business loan of **$200,000** and contribute the remaining amount personally from her savings.

ESTIMATED COSTS	
Design/Permitting	$15,000.00
Construction	$60,000.00
Landscaping	$ 7,500.00
Equipment	$45,000.00
Supplies	$ 8,000.00
Inventory	$ 5,000.00
Startup Costs	$76,000.00
Total	**$216,500.00**

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

Sample Menu

CAKES & SPECIALTY DESSERTS

Cakes

- Carrot Cake (Slice) - $5.95
- Chocolate cake (Slice) - $5.95
- Coconut Cake (Slice) - $5.95
- Lemon Cake w/raspberry filling with white chocolate - $5.95
- White cake with strawberry filling - $5.95

Bars

- Lemon bar (each) - $4.25
- Pecan bar (each) - $4.25
- Brownie (each) - $4.25
- Oatmeal raisin bar (each) - $4.25

Muffins

- Blueberry - $4.25
- Cinnamon crunch - $4.25
- Cranberry orange - $4.25

Cupcakes

- Vanilla - $4.95
- Chocolate - $4.95
- Red velvet - $4.95
- Rocky road - $4.95
- Strawberry shortcake - $4.95
- Peanut Butter - $4.95

Cookies

- Chocolate Chip - $3.25
- Oatmeal Raisin - $3.25
- Sugar Cookie - $3.25
- Peanut Butter - $3.25
- Double Chocolate - $3.25

Pound cakes

- Plain vanilla - $4.25
- Lemon blueberry - $4.25
- Cinnamon crunch - $4.25
- Strawberry crunch - $4.25

Chocolate Specialties

- Whoopie pies - $4.25
- Cream puffs - $4.95
- Cinnamon rolls - $4.95
- Coffee cake cinnamon - $4.25

*Please Note: The menu is subject to change according to season, holiday, etc. Also, a minimum of three flavors in each category will be available daily.

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

Sample Menu

Sandwiches and Subs

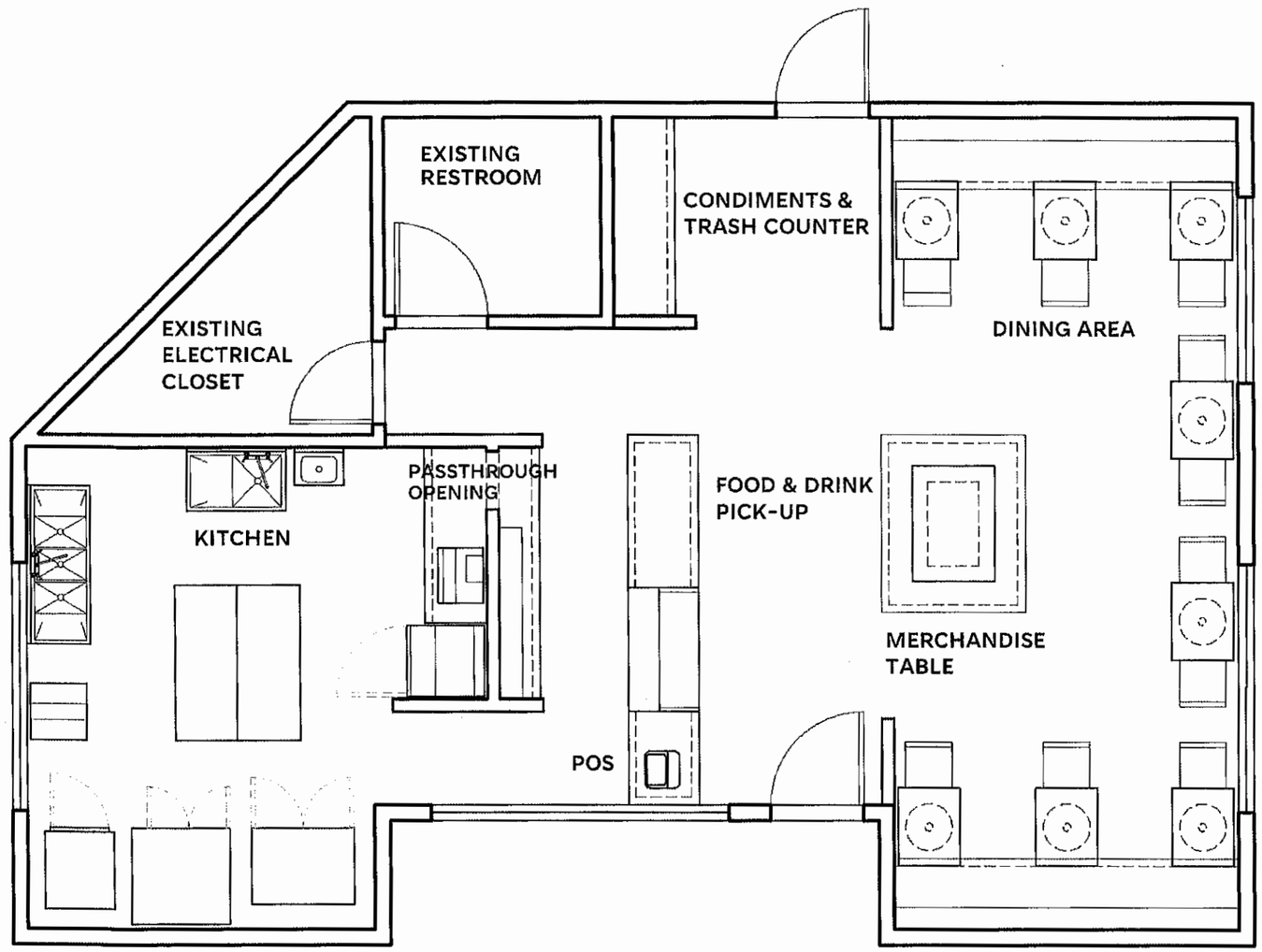
- Turkey & Avocado – (6") $9.00 (12") $16.00
  sliced turkey breast, avocado, lettuce, tomato, and Dijon mustard on an inhouse hand crafted roll
- Classic Italian Sub – (6") $8.00 (12") $14.00 genoa salami, ham, provolone, lettuce, tomato, red onions, and Italian dressing on an inhouse hand crafted roll.
- Chicken Club – (6") $9.00 (12") $16.00
  Chicken breast, bacon, Swiss cheese, lettuce, tomato, and garlic aioli on an inhouse hand crafted roll.
- Caprese Sandwich – (6") $8.00 (12") $14.00
  Fresh mozzarella, tomatoes, basil pesto, and balsamic glaze on an inhouse hand crafted roll.
- Ham & Cheese – (6") $8.00 (12") $14.00
  Honey-glazed ham, Swiss cheese, lettuce, tomato, on an inhouse hand crafted roll.

Beverages

- Fresh Brewed Coffee - $4.25
- Café de Olla - $4.50
- Bottled Drinks – Price range – ($3.25 - $4.50)
- Bottled Water - $1.00

TATA'S BAKERY CO. PRESENTATION

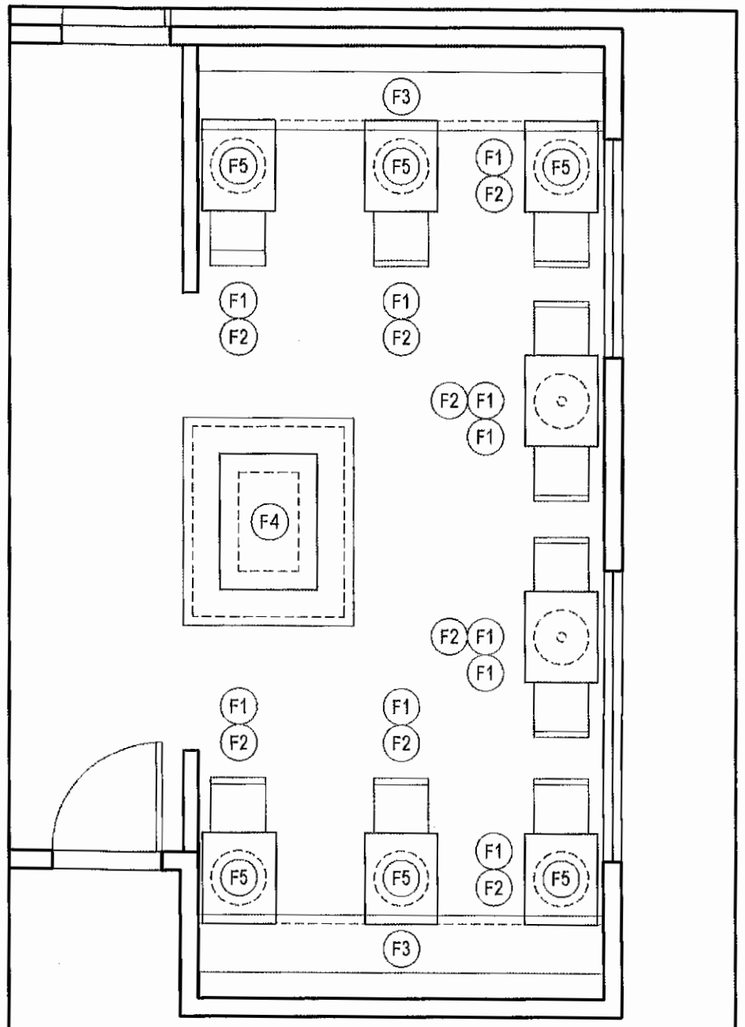
Alex Bautista Design



PROPOSED FLOOR PLAN

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design



FLOOR PLAN

FURNITURE SCHEDULE

F1- CHAIR

F2- TABLE BASE AND TOP

F3- BOOTH SEATING

F4- MERCHANDISE TABLE

F5- PENDANT LIGHT FIXTURE

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

DESCRIPTION: CHAIR: **F1**
MANUFACTURER: DESIGN WITH REACH
MODEL NAME: ERA CHAIR
COLOR: MATTE BLACK
PRICE: $495.00

DESCRIPTION: TABLE BASE AND TOP: **F2**
MANUFACTURER: POTTERY BARN
MODELS: RECTANGLE RESTAURANT DINING TABLE
DIMENSIONS: 24 x 32 x 30.5
PRICE: $699.00

DESCRIPTION: BOOTH SEATING: **F3**
MANUFACTURER: CUSTOM
FINISH: UPHOLSTERY: CARNEGIE SILTECH 63005 PUF
DIMENSIONS: 11'-2" LENGTH
PRICE: TBD

DESCRIPTION: MERCHANDISE TABLE: **F4**
MANUFACTURER: CUSTOM
FINISHES: GLOSS WHITE AND MARBLE TOP
BASE FINISH: GLOSS WHITE
PRICE: TBD

DESCRIPTION: PENDANT LIGHT FIXTURE: **F5**
MANUFACTURER: POTTERY BARN
FINISH: WARM WHITE WITH TUMBLE BRASS
DIMENSIONS: 18"
PRICE: $229.00

DESCRIPTION: POLISHED CONCRETE FLOOR: **FL1**
MANUFACTURER: X
FINISH: X
TOP COAT: X
PRICE: TBD

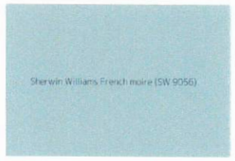
DESCRIPTION: QUARRY TILE: **T1**
MANUFACTURER: DAL TILE
COLOR: ASHEN GRAY
SIZE: 8 x 8
LOCATION: KITCHEN

DESCRIPTION: WALLCOVERING: **W1**
MANUFACTURER: TBD
PATTERN: TBD
COLOR: TBD
LOCATION: TBD

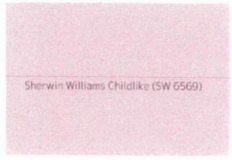
DESCRIPTION: ACCENT WALL PAINT: **P1**
MANUFACTURER: SHERMAN WILLIAMS
COLOR NAME: WESTHIGHLAND WHITE
COLOR NUMBER: SW 7566
LOCATION: CEILING

Sherwin Williams Westhighland white (SW 7566)

DESCRIPTION: ACCENT WALL PAINT: **P2**
MANUFACTURER: SHERMAN WILLIAMS
COLOR NAME: FRENCH MOIRE
COLOR NUMBER: SW 9056
LOCATION: WALLS AND MOLDING



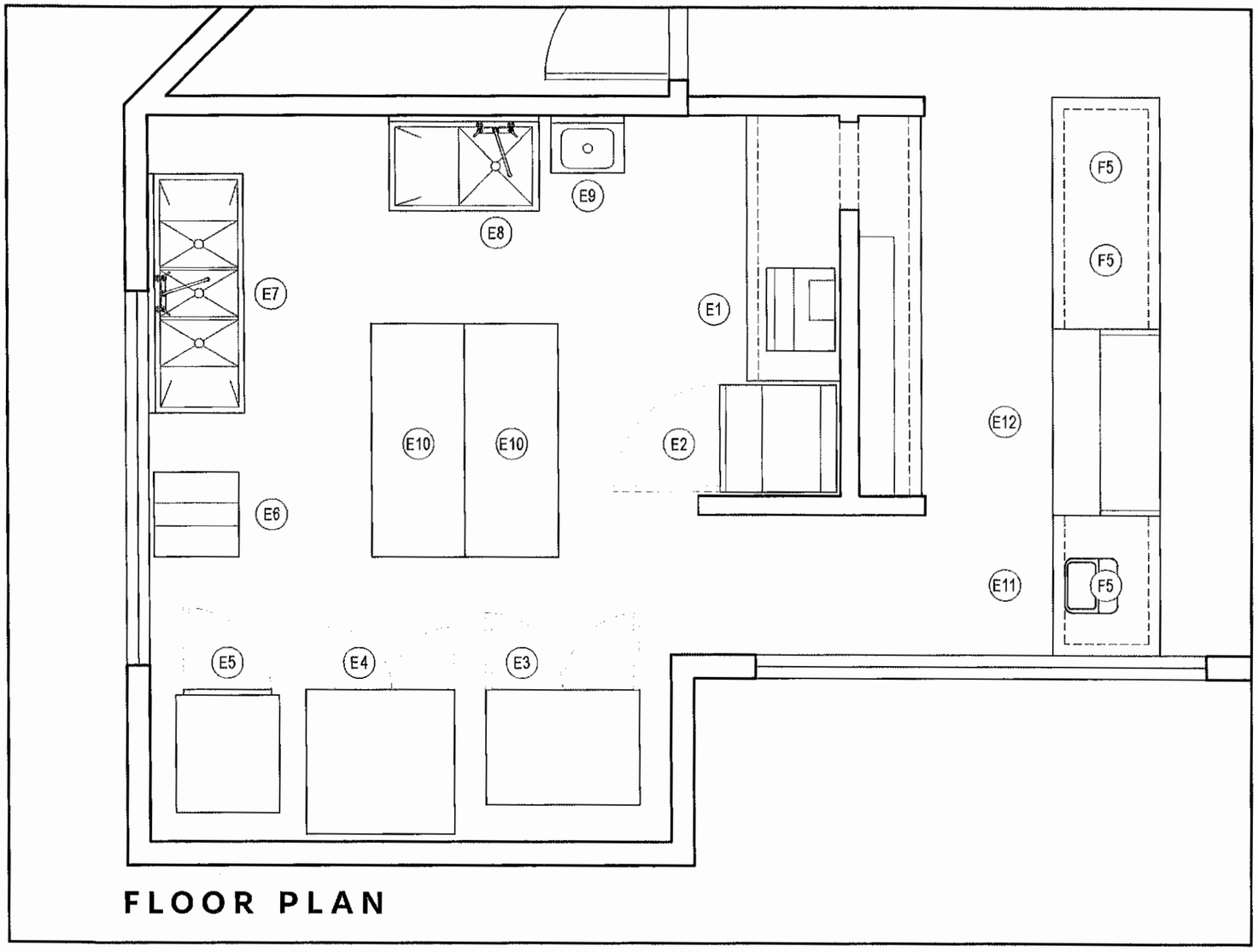
DESCRIPTION: ACCENT WALL PAINT: **P3**
MANUFACTURER: SHERMAN WILLIAMS
COLOR NAME: CHILDLIKE
COLOR NUMBER: SW 6569
LOCATION: ACCENT



DESCRIPTION: WOOD PAINT: **P4**
MANUFACTURER: SHERMAN WILLIAMS
COLOR NAME: HIGH REFLECTIVE WHITE
COLOR NUMBER: SW 7757
FINISH: GLOSS

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design



FLOOR PLAN

EQUIPMENT SCHEDULE

E1- MANUAL SLICER

E2- REFRIGATED SANDWICH PREP TABLES

E3- REFRIGERATOR

E4- ELECTRIC CONVENTION OVEN

E5- PROOFING

E6- PLANETARY MIXER

E7- THREE COMPARTMENT SINK

E8- ONE COMPARTMENT SINK

E9- HAND SINK

E10- STAINLESS STEEL WORKTABLE WITH BOTTOM SHELF

E11- POS

E12- REFRIGERATED DISPLAY CASE WITH CURVED GLASS

F5- PENDANT LIGHT FIXTURE

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

DESCRIPTION: MANUAL SLICER: **E1**
MANUFACTURER: GLODE
MODELS: G10
DIMENSIONS: 17.5W x 21.25D x 14.5H
PRICE: $1,337.00

DESCRIPTION: REFRIGERATED SANDWICH PREP TABLES: **E2**
MANUFACTURER: ATOSA USA, INC
MODELS: MSF8301GR
DIMENSIONS: 27.5W x 30D x 44.25H
PRICE: $1,932.00

DESCRIPTION: REFRIGERATOR: **E3**
MANUFACTURER: TRUE
MODELS: T-35-HC
DIMENSIONS: 39.5W x 29.5D x 78.5H
PRICE: $0,000.00

DESCRIPTION: ELECTRIC CONVENTION OVEN: **E4**
MANUFACTURER: BLODGETT
MODELS: ZEPHAIRE-100-E
DIMENSIONS: 38.25W x 37D x 57H
PRICE: $7,200.00

DESCRIPTION: PROOFING: **E5**
MANUFACTURER: CARTER HOFFMAN
MODELS: HL4-18 LOGIX4
DIMENSIONS: 26.5W x 31.5D x 70.5H
PRICE: $3,975.00

DESCRIPTION: PLANETARY MIXER: **E6**
MANUFACTURER: WARING
MODELS: WSM20L
DIMENSIONS: 21.8W x 21.8D x 28.7H
PRICE: $2,180.00

DESCRIPTION: THREE COMPARTMENT SINK: **E7**
MANUFACTURER: REGENCY
MODELS: 94" 16 GAUGE STAINLESS STEEL
DIMENSIONS: 94L x 30W x 36.5H
PRICE: $0,000.00

DESCRIPTION: ONE COMPARTMENT SINK: **E8**
MANUFACTURER: REGENCY
MODELS: 38-1/2" 16 GAUGE STAINLESS STEEL
DIMENSIONS: 38-1/2L x 23.5W x 34.75H
PRICE: $0,000.00

DESCRIPTION: HAND SINK: **E9**
MANUFACTURER: EAGLE GROUP
MODELS: HSA-10-FAW
DIMENSIONS: 9.75W x 13.5L x 6.25D
PRICE: $0,000.00

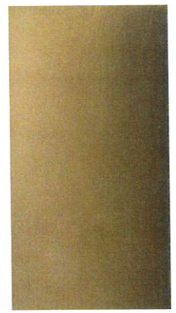
DESCRIPTION: STAINLESS STEEL WORKTABLE WITH BOTTOM SHELF: **E10**
MANUFACTURER: ULINE
MODELS: H-6911
DIMENSIONS: 60L x 24W x 36H
PRICE: $395.00

DESCRIPTION: POS: **E11**
MANUFACTURER: TBD
MODELS: TBD
DIMENSIONS: TBD
PRICE: TBD

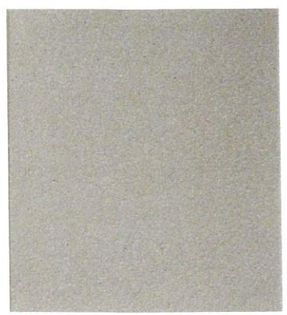
DESCRIPTION: REFRIGERATED DISPLAY CASE WITH CURVED GLASS: **E12**
MANUFACTURER: OMCAN
MODELS: 44502
DIMENSIONS: 48W x 27D x 56H
PRICE: $3,315.00

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

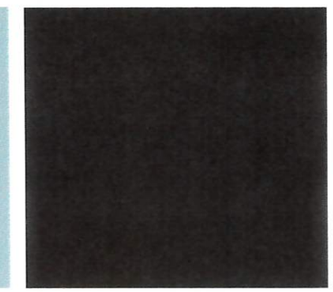


Sherwin Williams Childlike (SW 6569)

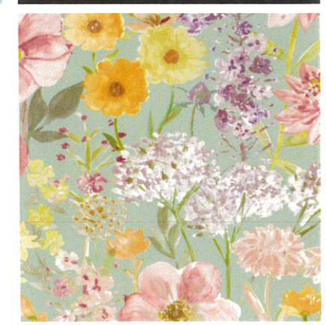


Sherwin Williams High reflective white (SW 7757)

Sherwin Williams French moire (SW 9056)



Sherwin Williams Westhighland white (SW 7566)



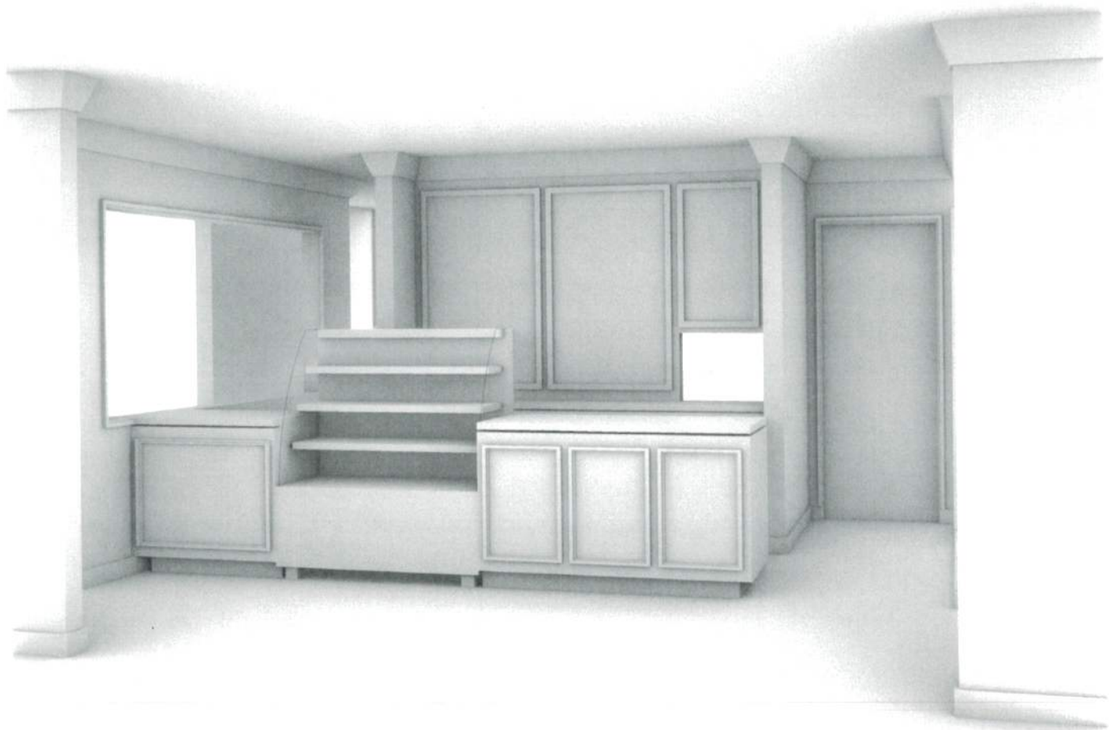
MATERIAL BOARD

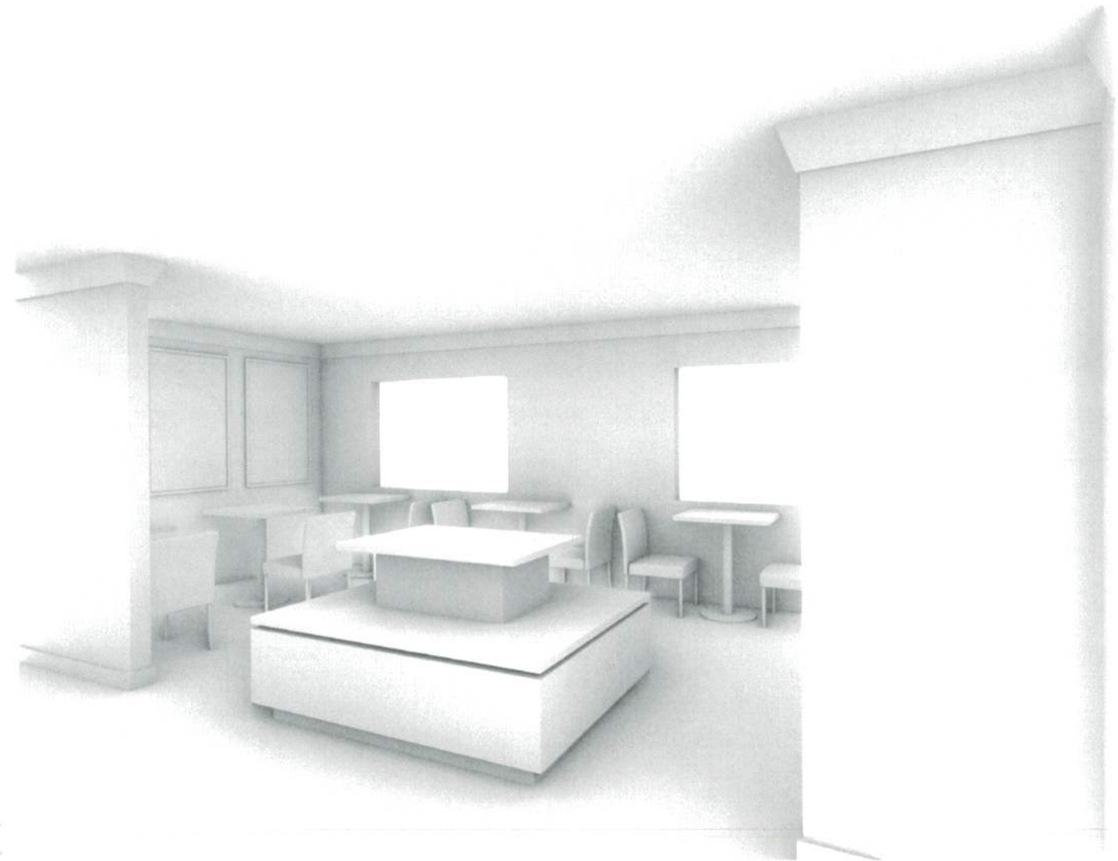
TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

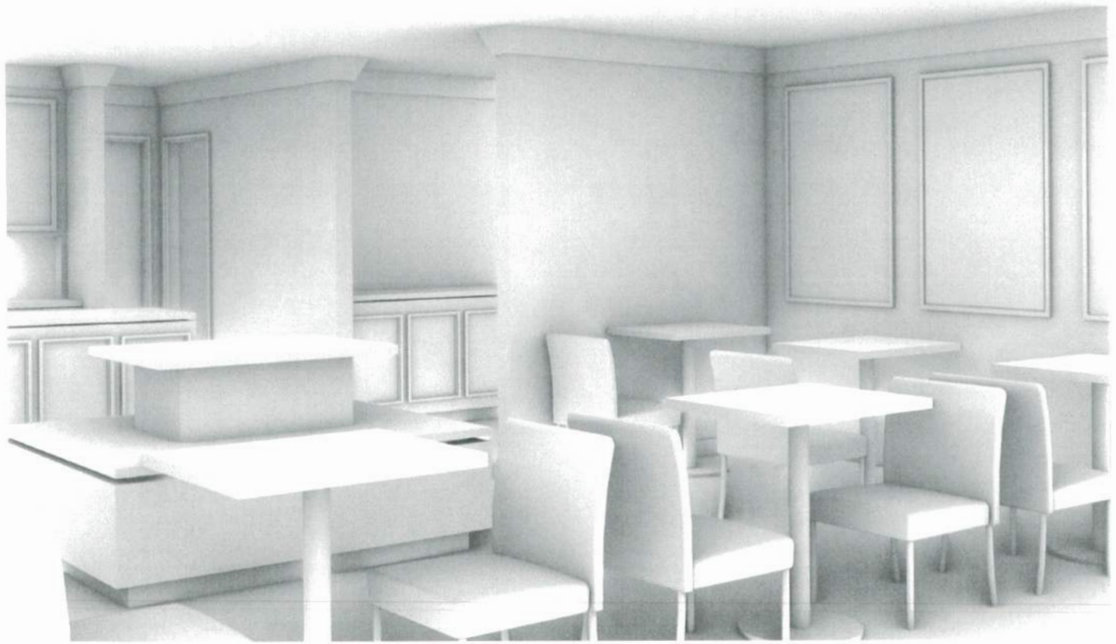


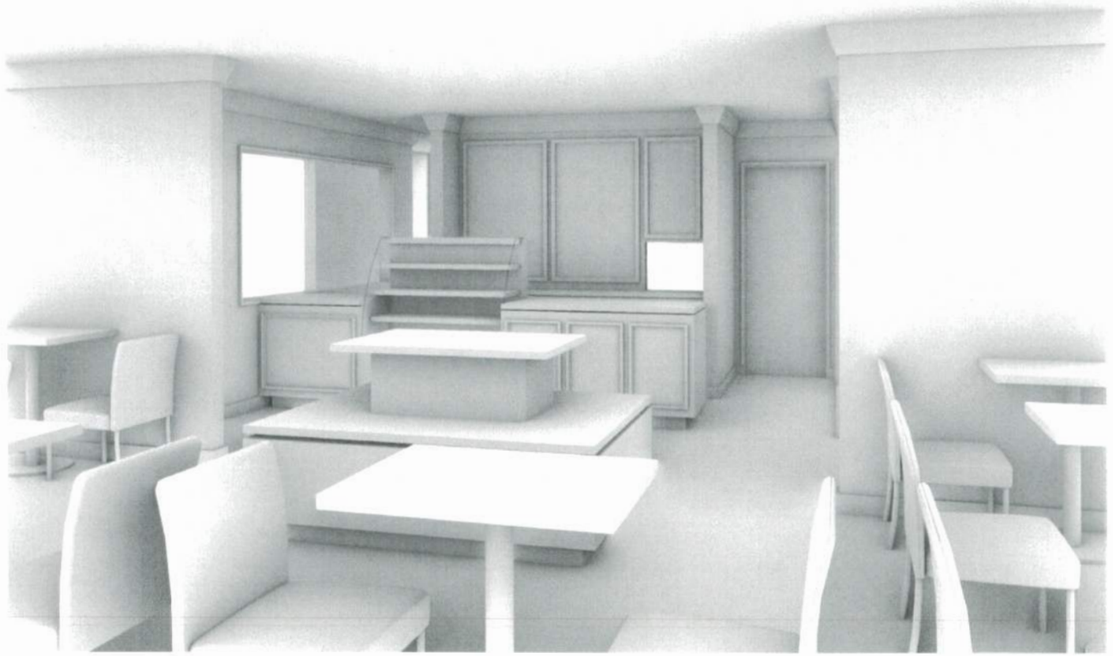


CONCEPTUAL DESIGN WHITE MODEL

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design





CONCEPTUAL DESIGN WHITE MODEL

TATA'S BAKERY CO. PRESENTATION

Alex Bautista Design

THANK YOU

Prepared by

Fran G. Bautista & Alex E. Bautista

(415) 613-0454 (Direct)

alexbautistadesign@comcast.net

Alex Bautista Design

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FAX (916) 319-2136

Assembly
California Legislature

EDUARDO GARCIA
ASSEMBLYMEMBER, THIRTY-SIXTH DISTRICT

RIVERSIDE COUNTY DISTRICT OFFICE
48220 JACKSON STREET, #A3
COACHELLA, CA 92236
(760) 347-2360
FAX (760) 347-5704

IMPERIAL COUNTY DISTRICT OFFICE
1101 AIRPORT ROAD, SUITE D
IMPERIAL, CA 92251
(760) 355-8656
FAX (760) 355-8856

October 17, 2024

To whom it may concern:

I am pleased to write this letter of support for Josie Gonzales as she applies for the opportunity to secure a building in Coachella to fulfill her dream of owning a bakery. I have had the distinct pleasure of knowing Josie for nearly three decades, and I can confidently attest to her exceptional work ethic, dedication, and passion for serving the community. Her distinguished career as a public servant has demonstrated her commitment to improving the lives of others, and I have had the privilege of working alongside her in her elected capacity.

Josie is not only a dedicated and hardworking individual, but she is also a talented baker who consistently delivers high-quality products. Her ambition to establish a bakery is not just a personal goal; it is a testament to her commitment to bringing a new, community-focused business to Coachella. I am confident that Josie will bring the same level of dedication, integrity, and attention to detail to her business as she has to her public service.

The opportunity to open her own bakery would be a transformative step for Josie and would undoubtedly benefit the community she loves. I am certain that her strong work ethic and proven track record of service make her an ideal candidate for this project. I wholeheartedly support her efforts to submit a comprehensive and competitive RFP, and I encourage your favorable consideration of her application.

Please feel free to contact my representative, Kimberly Barraza, at 760-347-2360 if you need further information.

Sincerely,

Assemblymember Eduardo Garcia
36th District

October 23, 2023

Dear City of Coachella adminstrators,

I'm writing this letter to recommend Josie Gonzalez in support of her opening an establishment to fulfill her dream bakery in the City of Coachella.

I have known Josie Gonzalez on a professional level for 25 years. Josie has served the Coachella Valley Community and local families with the upmost professionalism and passion. I have always admired Josie's strong work ethic and passion for what she believes in. I personally have worked side by side Josie and in where she has demonstrated her to be responsible, reliable and trust worthy.

Throughout my time knowing Josie we have established a friendship as well. Josie has always shared her dream of opening her own bakery. I've had the privilege of tasting her tasty treats that I would consider "fine baked goods" of the upmost quality. Josie spoke of how she would make her baked goods from scratch and tried many recipes adding her own flare to her mixes that would make her baking exceptionally delicious.

I know the residents of the Coachella Valley will also enjoy Josie's bakery; her bakery will be a Jem in City of Coachella given the opportunity.

Sincerely,

Marsha Funez

October 23, 2024

To: City of Coachella

Reg: Josephine Gonzalez

I have known Josephine "Josie" Gonzalez for over 20 years. We met as I started my career with Riverside County Children Services Division. Josie was already a seasoned social worker as I began my career with the Department and quickly, she became my mentor. I knew her from the beginning as a social worker that not only helped families on her caseload but also helped families in the community of Coachella. However, after getting to know Josie, I learned she was a great cook, loved doing arts and crafts but most importantly, I learned she was a great baker. In these 20 plus years, not only have I been fortunate to taste and try her delicious bakery creations such as cookies, pies, cakes, cupcakes, homemade candy, homemade jams, homemade marshmallows and so much more. My family has also have had the privilege to get her yearly Christmas bake goods. My children fight every year during Christmas as they know Josie makes over hundreds of different cookies and candy's to give to her family and close friends. These packages of cookies have become a tradition in our household as there is no comparison to any other. I have always encouraged Josie that she needed to open her own bakery as she is widely known in the community of her outstanding skills of baking and now it appears she may have the opportunity to do so. I strongly recommend that Josie be given the opportunity to be given a space in the city to share her creations with the community.

Sincerely

Beatriz Contreras
48551 Camino Real
Coachella, CA 92236
(760) 899-1659
Bcontreras@dc.rr.com

To Whom It May Concern: Oct. 22, 2024

Re: Josephine "Josie' Gonzalez

This letter is my personal recommendation for Josephine "Josie" Gonzalez for a new bakery in the City of Coachella. Ms. Gonzalez and I have worked together for over 25 years. During Ms. Gonzalez work with Riverside County for over 20+ years I have found Ms. Gonzalez to have a positive up-beat attitude, caring deeply about her community and those she serves with always focusing on results.

In the many years I worked alongside Ms. Gonzalez I was able to see and taste first hand her extensive experience with baking and pastry. During social worker appreciation events, Ms. Gonzalez baked for about 100 staff, which was the most popular amongst staff, due to the taste and variety. During COVID Ms. Gonzalez continued to bake from home who is definitely experience in operating ovens, prepared and packaged baked goods because her baking went from excellent to beyond compare. Ms. Gonzalez is definitely gifted with ideas and hands to run and performed a variety of duties in a fast-paced kitchen environment. During events I got to see first experienced her kitchen baking in measuring, mixing, and baking ingredients, as well as decorating cakes and other desserts. I was taken away from how much experience and quality for baking and creating beautiful, delicious desserts that delighted everyone, whether it was a small or large gathering.

Ms. Gonzalez is highly organized and efficient when it comes to the tasks associated with baking. She has the passion and takes pride in the quality of her work and she definitely has a keen eye for detail. Ms. Gonzalez was definitely born to be a baker, but she is also a good student and she is able to follow recipes and directions precisely, and I she is always willing to learn new techniques and recipes. Ms. Gonzalez has a strong knowledge of food safety and sanitation practices and has experience with food storage and rotation. Something that is very important in the bakery business.

In addition to Ms. Gonzalez baking experience, she has excellent customer service skills and a friendly demeanor. She is comfortable interacting with customers to answer questions and provide recommendations.

I highly recommend Ms. Gonzalez application be consider because her bakery will not only bring good business to the City of Coachella, but will become a place where families, friends, tourists and visitors can gather and have a taste of the best baked goods made right here in the City of Coachella.

Sincerely,

Juan Jaimes
83808 Corte Estivo
Coachella, CA. 92236
(760) 272-8117
Jaimesjuan006@gmail.com

TO: City Of Coachella
FROM: The Radin Insurance Agency
RE : 33-1568643 FEIN

Please be aware that TaTa's Bakery Co. a Sole Proprietor owner Josephine Gonzalez is an insurable risk. The business located at 790 Vine Ave. Coachella, Ca. 92236 , has been classified as a insurable risk based on the line of work and the property location. Our agency acts as brokers and will be able to shop the market for the best policy to meet Ms. Gonzalez's needs. If there are any questions or concerns do not hesitate to reach out to me regarding this potential insured.

Regards,

Ramon Booth
Agent/ Broker
Ramon@radininsurance.com

The Radin Insurance Agency (est.1985)
CA. INSURANCE LICENSE # 1585225

5777 W. CENTURY BLVD. SUITE 800
LOS ANGELES, CA 90045

(818) 708-6858--Phone
(818) 708-6859--Fax

Ask us how you can go paperless.

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STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: 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.

STAFF RECOMMENDATION:

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.

EXECUTIVE SUMMARY:

In 1999, the City of Coachella entered into a lease with the Coachella Valley Boxing Club & Fitness Center, Inc., a non-profit; located at 51-301 Douma Street and also known as the Lee Espinoza Coachella Valley Boxing Club. This facility's original lease was for a term spanning 25 years. The facility is home to many local Coachella and regional (Coachella Valley) boxers. Additionally, the facility is also a gym accessible to all Coachella residents without charge. This facility is maintained and operated by the Coachella Valley Boxing Club & Fitness Center, Inc.

This lease's term has expired and staff is recommending execution of a similar lease, below are the terms of the new lease for Lee Espinoza Coachella Valley Boxing Club facility:

- Rent = one dollar annually
- Term = 5 years
- Utilities = to be paid by Lessor for said property
- Maintenance/Janitorial = to be completed by Lessee for said property
- Insurance = to be provided be Lessee for said property

FISCAL IMPACT:

None.

Attachments: Proposed Lease

LEASE AGREEMENT

THIS IS A LEASE AGREEMENT entered into on November 13, 2024, whereby the City of Coachella (hereafter called "Lessor"), leases to the Coachella Valley Boxing Club & Fitness Center, Inc., a California Not-For- Profit Corporation (hereafter called "Lessee") those certain premises (hereafter called "Premises") located at Bagdouma Park, 51-301 Douma Street, Coachella, California consisting of a commercial building containing approximately 5,000 square feet and more particularly described in Exhibit A attached hereto.

ARTICLE 1. LEASE TERM

1.1 Original Term. This lease shall be for a term of five (5) years commencing on October 1, 2024 at 12:00am and terminating at 11:59pm on September 30, 2029 (original term).

1.2 Termination. During the Original Term of the Lease, Lessee/Lessor may terminate the Lease, without cause, by serving Lessor with six (6) months prior written notice of such termination.

1.3 Hold Over. Should Lessee hold over and continue in possession of said Premises after expiration of the term of this lease or any extension thereof, Lessee's continued occupancy of said Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

1.4 Lessor's Inability to Deliver Possession. Should Lessor for any reason be unable to deliver possession of said Premises to Lessee on the date specified in Section 1.1 of this lease as the date on which the term of this lease is to commence, this lease shall not be void or voidable nor shall Lessor be liable to Lessee for any loss or damage resulting from such failure to deliver possession to Lessee so long as Lessor has exercised, and continues to exercise, reasonable diligence to deliver possession of said Premises to Lessee. No rent shall, however, accrue or become due from Lessee to Lessor under this lease until the actual physical possession of said Premises is delivered, or the right to actual unrestricted physical possession of said Premises under this lease is tendered, by Lessor to Lessee. Furthermore, the term of this lease shall not be extended by Lessor's inability to deliver possession of said Premises to Lessee on the date specified in Section 1.1 for commencement of the term of this lease.

ARTICLE 2. RENT

2.1 Rent. Lessee agrees to pay to Lessor $1.00 per year for the use and occupancy of the Premises payable on the first day of each month commencing October 1, 2024.

Lessee shall pay said rent to the Lessor at 53462 Enterprise Way, Coachella, California 92236, or at such other place as the Lessor may designate in writing to Lessee.

ARTICLE 3. USE OF PREMISES

3.1 Permitted Use. Said Premises shall, during the term of this lease and any extension thereof, be used for the purpose operating and conducting thereon and therein a Boxing Club program and Fitness Center and such uses normally incidental to such purpose, and for no other purpose.

3.2 Operation of Boxing Club and Fitness Center. Lessee shall during the term of this lease and any extensions thereof, unless prevented by conditions beyond Lessee's control, conduct business of the nature specified in Section 3.1 of this lease on said Premises in an efficient and diligent manner.

3.3 Insurance Hazards. Lessee shall not commit or permit the commission of any acts on said Premises nor use or permit the use of said Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring said Premises or the improvements on said Premises. Lessee shall, at his own costs and expense, comply with any and all requirements of Lessor's insurance carrier necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on said Premises and the improvements on said Premises.

3.4 Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on said Premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code on said Premises; and Lessee shall not use or permit the use of said premise for any unlawful purpose.

3.5 Compliance With Law. Lessee shall at Lessee's own cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, whether federal, state, county or municipal, relating to Lessee's use and occupancy of said Premises whether such statues, ordinances, regulations, and requirements be now in force or hereinafter enacted. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall be ground for termination of this lease by Lessor.

ARTICLE 4. TAXES AND UTILITIES

4.1 Payment of Utility Charges. Lessor shall pay or provide electricity and water for said Premises during the term of this lease and extensions thereof. Lessee shall pay, and hold Lessor harmless from, all other utility charges for said Premises during the term of this lease or any extensions thereof. All other utility charges will be paid by Lessee.

4.2 Personal Property Taxes. Lessee shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property placed by Lessee in, on, or about said Premises including, without limiting the generality of the other terms used in this section, any shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, equipment, music equipment, television or radio antennas, or communication equipment brought on said Premises by Lessee.

4.3 Real Property Taxes. All real property taxes and assessments levied or assessed against said Premises by any governmental entity, including any special assessments imposed on or against said Premises for the construction or improvement of public works in, on, or about said Premises, shall be paid, before they become delinquent, by Lessee.

ARTICLE 5. ALTERATIONS AND REPAIRS

5.1 Condition of Premises. The Premises will be inspected by the Building Inspector for the City of Coachella to determine that the Premises is in compliance with the Uniform Building Code. Lessee accepts said Premises, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition and stipulates with

Lessor that said Premises as well as the improvements thereon and the facilities appurtenant thereto are in a condition suitable for Lessee purpose as of the date of this lease. Lessee further agrees with and represents to Lessor that said Premises have been inspected by Lessee and that he has been assured by means independent of Lessor or any agent of Lessor of the truth of all facts material to this lease and that said Premises are being leased by Lessee as a result of his inspection and investigation and not as a result of any representations made by Lessor or any agent of Lessor.

5.2 Maintenance by Lessee. Lessee shall at his own cost and expense keep and maintain all portions of the Premises, including all improvements and all facilities appurtenant to said Premises, in good repair and in as good condition as they were when received by Lessee, reasonable wear and tear excepted.

5.3 Alterations and Liens. Lessee shall not make or permit any other person to make any alterations to said Premises or to make any improvement thereon or facility appurtenant thereto without the written consent of Lessor which Lessor shall not withhold unreasonably. Prior to any alteration, construction or remodeling of the Premises, Lessee shall notify Lessor of the commencement date thereof such that the Lessor may record a "Notice of Non Responsibility" for any such work performed by the Lessee or at his request. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on said Premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, improvements, and fixtures, except furniture and trade fixtures, made or placed in or on said Premises by Lessee or any other person shall upon the expiration, or sooner termination, of this lease become the property of Lessor and remain on said Premises; provided, however, that Lessor shall have the option on expiration, or sooner termination, of this lease of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from said Premises.

5.4 Inspection by Lessor. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said Premises at all reasonable times for the purpose of inspecting said Premises to determine whether Lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said Premises under this lease or to perform Lessor's duties under this lease.

5.5 Surrender of Premises. On expiration or sooner termination of this lease, Lessee shall promptly surrender and deliver said Premises to Lessor in as good condition as they are now at the date of this lease, reasonable wear and tear and repairs herein required to be made by Lessor excepted.

ARTICLE 6. INDEMNITY AND INSURANCE

6.1 Hold Harmless Clause. Lessee agrees to indemnify and hold Lessor and the Premises, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation and use of said Premises, specifically including, without limitation, any claim, liability, loss or damage arising by reason of:

(a) The death or injury of any person or persons, including Lessee or any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, and caused or allegedly caused by either the condition of said Premises, or some act or omission of Lessee or of some agent, contractor, employee, servant, sublessee, or concessionaire of Lessee on said Premises;

(b) Any work performed on said Premises or materials furnished to said Premises at the instance or request of Lessee or any agent or employee of Lessee; or

(c) Lessee's failure to perform any provision of this lease or to comply with any requirement of law or any requirement imposed on Lessor or the leased Premises by any duly authorized governmental agency or political subdivision.

6.2 Liability Insurance. Lessee shall, at his own cost and expense, secure ten (10) days prior to the effective date of this lease and maintain during the entire term of this lease, and any renewals or extensions thereof, a broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Lessor and insuring Lessor against loss or liability caused by or connected with Lessee's occupation and use of said Premises under this lease in amounts not less than:

(a) $1,000,000 (one million dollars) for injury to or death of one person and, subject to such limitation for the injury or death of one person, of not less than $1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and

(b) $1,000,000.00 for damage to or destruction of any property of others.

6.3 Fire Insurance. In order that the business of Lessee may continue with as little interruption as possible, Lessor shall, during the full term of this lease, and any renewals or extensions thereof, maintain an insurance policy issued by a reputable company authorized to conduct insurance business in California insuring for the full insurable value of the Premises and all fixtures and equipment in or on said Premises against damage or destruction by fire, theft, or the elements. The Lessor shall be an additional insured on any such policy of insurance. The coverage under said insurance shall not be for an amount less than $1,000,000.00, and Lessee shall reimburse Lessor for the cost of providing same.

6.4 Insurance by Lessor. Should Lessee at any time fail to procure or maintain the insurance required by this Article, Lessor may obtain such insurance and pay the premiums on such insurance for the benefit of Lessee. Any amounts paid by Lessor to procure or maintain insurance pursuant to this section shall be immediately due and repayable to Lessor by Lessee.

ARTICLE 7. TRADE FIXTURES

7.1 Installation and Removal of Trade Fixtures. With the written consent of Lessor, Lessee shall have the right at any time and from time to time during the term of this lease, and any renewal or extension of such term, at Lessee's sole cost and expense, to install and affix in, to, or on said Premises such items, herein called "trade fixture," for use in Lessee's boxing club and fitness center as Lessee may deem advisable. Any and all such

trade fixtures that can be removed without structural damage to said Premises or any building or improvements on said Premises shall, subject to Section 7.2 of this lease, remain the property of the Lessee and may be removed by Lessee at any time or times prior to the expiration or sooner termination of this lease.

7.2 Trade Fixtures as Security for Lease. As security for the faithful performance of all the terms, conditions, and covenants of this lease to be performed by Lessee, Lessee hereby grants to Lessor a security interest in all trade fixtures and equipment owned by Lessee and now or hereafter placed on said Premises by Lessee. Any right or rights of removal of trade fixtures given Lessee by the provisions of Section 7.1 of this lease shall be exercisable only if, at the time of the removal, Lessee is not in default in performance of this lease. Lessee may, however, at any time it is not in default in performance of this lease, trade in or replace any trade fixture free of the security interest created by this section and this security interest will then attach to the item that replaced such trade fixture. On default in performance of any obligation of this lease to be performed by Lessee, Lessor shall immediately have as to the trade fixtures the remedies provided to a secured party under the Uniform Commercial Code as enacted in California.

7.3 Unremoved Trade Fixtures. Any trade fixtures described in this Article that are not removed from said Premises by Lessee within sixty (60) days after the expiration or sooner termination, regardless of cause, of this lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed and not simply because of the lien described in Section 7.2 of this lease.

ARTICLE 8. DESTRUCTION AND CONDEMNATION

8.1 Partial Destruction. Should said Premises be partially destroyed by any cause not the fault of the Lessee, or any agent or employee or member of Lessee, this lease shall continue in full force and effect and Lessor, at Lessor's own cost and expense, shall promptly commence the work of repairing and restoring said Premises to their prior condition provided that the cost thereof does not exceed twenty five percent (25%) of the insured value thereof and provided that Lessor shall not be obligated to repair or replace any alterations, construction or remodeling performed by Lessee nor repair or replace any of Lessee's fixtures.

8.2 Total Destruction. Should said Premises be so far destroyed by any cause that they cannot be repaired or restored to their former condition within ninety (90) working days or at a cost exceeding twenty five percent
{25%) percent of the total insured value of said Premises, Lessor may at Lessor's option either:

(a) Continue this lease in full force and effect by repairing and restoring, at Lessor's own cost and expense, said Premises to their former condition; or

(b) Terminate this lease by giving Lessee written notice of such termination.

8.3 Insurance. Any insurance proceeds received by Lessor because of the total or partial destruction of said Premises or the building on said Premises shall be the sole property of Lessor, free from any claims of Lessee, but shall be used by Lessor for the restoration of the Premises under paragraph 8.1 hereof.

8.4 Lessor's Obligations. Should Lessor elect under Section 8.2 of this lease to repair and restore said Premises to their former condition following destruction of said Premises or the building on said Premises:

(a) Lessee shall not be entitled to any damages for *anY* IOSS Or inconvenience sustained by Lessee by reason of the making of such repairs and restoration;

(b) Lessor shall have full right to enter said Premises and take possession of so much of said Premises, including the whole of said Premises, as may be reasonably necessary to enable Lessor promptly and efficiently to carry out the work of repair and restoration.

8.5 Total Condemnation. Should, during the term of this lease, or any renewal or extension thereof, title and possession of all of said Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, this lease shall terminate as of 12:01 A.M. of the date actual physical possession of said Premises is taken by the agency or entity exercising the power of eminent domain and both Lessor and Lessee shall thereafter be released from all obligations, except those specified in Section 8.8 of this lease.

8.6 Termination Option for Partial Condemnation. Should, during the term of lhis lease or any renewal or extension thereof, title and possession of only a portion of said Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, Lessee may, at Lessee's option, terminate this lease if more than twenty five percent (25 %) of the floor space of said Premises is taken under the power of eminent domain. Lessee shall exercise his option by giving written notice to Lessor within thirty (30) days before actual physical possession of the portion subject to the eminent domain power is taken by the agency or entity exercising that power. This lease shall terminate as of 12:01 A.M. of the date the notice is deemed given to Lessor but the minimum rent specified in Section 2.1 of this lease shall be reduced in the manner specified in Section 8.7 of this lease from the date of taking to the date of termination of the lease.

8.7 Partial Condemnation Without Termination. Should Lessee fail to exercise the option described in Section 8.6 of this lease or should the portion of said Premises taken under the power of eminent domain be insufficient to give rise to the option described in Section 8.6 of this lease, then:

(a) This lease shall terminate as to the portion of said Premises taken by eminent domain as of 12:01 A.M. of the day, herein called the "date of taking," actual physical possession of that portion of said Premises is taken by the agency or entity exercising the power of eminent domain;

(b) The minimum rent specified in Section 2.1 of the lease shall after the date of taking, be reduced by an amount that bears the same ratio to the minimum rent specified in Section 2.1 of this lease as the square footage floor space of the portion of said Premises taken under the power of eminent domain bears to the total square footage floor space of said Premises as of the date of this lease; and

(c) Lessor, at Lessor's own cost and expense, will remodel and reconstruct the building remaining on the portion of said Premises not taken by eminent domain into a single efficient architectural until as soon after the date of taking, or before, as can be reasonably done; provided, however, that neither the minimum nor percentage rent specified in this lease shall be abated or reduced, except as provided in subparagraph (b) of this section, during such remodeling and reconstruction.

8.8 Condemnation Award. Should, during the term of this lease or any renewal or extension thereof, title and possession of all or any portion of said Premises be taken under the power of eminent domain by any public or quasi-public agency or entity, the portion of the compensation or damage for the taking awarded to each of the parties to this lease shall belong to and be the sole property of the party, Lessor or Lessee, to whom it is awarded. Lessee shall be entitled to that portion of the compensation or damages awarded for the eminent domain taking that represents (1) the reasonable value of Lessee’s rights under this lease for the unexpired term of this lease and (2) the costs or loss sustained by Lessee because of the removal of Lessee's merchandise, trade fixtures, equipment, and furnishings from the portion of said Premises taken by eminent domain.

ARTICLE 9. **DEFAULT, ASSIGNMENT, AND TERMINATION**

9.1 Subleasing or Assigning as Breach. Lessee shall not assign, encumber, or otherwise transfer this lease, any right or interest in this lease, or anyright or interest in said Premises or any of the improvements that may now or hereafter be constructed or installed on said Premises without the express written consent of Lessor first had and obtained. Lessee shall not sublet said Premises or any part thereof or allow any other person, other than Lessee's members, agents, servants, and employees, to occupy said Premises or any part thereof without the prior written consent of Lessor. A Consent by Lessor to one assignment, one subletting, or one occupation of said Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of said Premises by another person. Any assignment, encumbrance, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option

of Lessor, terminate this lease. Lessor and Lessee acknowledge that this provision has been specifically negotiated by and between themselves in order to prevent Lessee from obtaining a windfall if Lessee should seek to assign or sublet the Premises, because Lessee obtained the Premises to continue its Boxing Club and Fitness Center which was located in another building.

9.2 Abandonment of Lessee. Should Lessee breach this lease and abandon said Premises prior to the expiration of the term of this lease, Lessor may:

(a) Continue this lease in affect by not terminating Lessee's right to possession of said Premises, in which event Lessor shall be entitled to enforce all its rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease; or

(b) Terminate this lease and entitle Lessor to re-enter and regain possession of said premises.

9.3 Default by Lessee. Should Lessee default in the performance of any of the covenants, conditions, or agreements contained in this lease, Lessee shall have breached the lease and Lessor may, in addition to the remedy specified in the subparagraph (b) of Section 9.2 of this lease, re-enter and regain possession of said Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

9.4 Insolvency of Lessee. The insolvency of Lessee as evidenced by a receiver being appointed to take possession of all or substantially all of the property of Lessee, or the making of a general assignment for the benefit of creditors by Lessee, shall terminate this lease and entitle Lessor to re-enter and regain possession of said Premises.

9.5 Cumulative Remedies. The remedies given to Lessor in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this lease.

9.6 Waiver of Breach. The waiver by Lessor of any breach of Lessee of any of the provisions of this lease shall not constitute a continuing waiver or waiver of any subsequent breach by Lessee either of the same or another provision of this lease.

ARTICLE 10. MISCELLANEOUS

10.1 Attorney's Fees. Should any litigation be commenced between the parties to this lease concerning said Premises, this lease, or the rights and duties of *eiit›er* in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for attorney's fees in

such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

10.2 Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or bylaw to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to

whom they are directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed as follows:

LESSOR: City of Coachella
53462 Enterprise Way
Coachella, California 92236

LESSEE: Coachella Valley Boxing Club & Fitness Center

51-301 Douma Street
Coachella, California 92236

Either party may change his address for the purpose of this section by given written notice of such change to the other party in the manner provided in this section.

10.3 Binding on Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this section shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee except as provided in Article 9 of this lease.

10.4 Partial Invalidity. Should any provision of this lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

10.5 Entire Agreement. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting said Premises, the leasing of said Premises to Lessee, or the lease term herein specified, and it correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting said Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

10.6 Time of Essence. Time is expressly declared to be the essence of this lease.

WHEREFORE, on November 13, 2024, Lessor and Lessee executed this Lease in Coachella, California.

LESSEE:

Coachella Valley Boxing Club & Fitness Center Inc.
a non-profit

By: _____

Name: _____

Title: _____

LESSOR:

THE CITY OF COACHELLA

a California municipal corporation

By:_____
Steven Hernandez, Mayor
City of Coachella

Attest:

By: _____

Angela M. Zepeda, City Clerk

City of Coachella

Approved as to Form:

By: _____
Carlos L. Campos
City Attorney, Best Best & Krieger LLP

EXHIBIT A

The legal description of the premises located at 51-301 Douma Street, Bagdouma Park, Coachella, California is set forth as follows:

Located at the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 6, Township 6 South, Range 8 East, San Bernardino Base and Meridian, more particularly described as follows: located at the Southwest corner of Douma Street and Bagdad Avenue.

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STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Authorize City Manager to execute a Lease Agreement with the Latino Equity Advocacy & Policy Institute for office space at City Hall.

STAFF RECOMMENDATION:
Authorize City Manager to execute a Lease Agreement with the Latino Equity Advocacy & Policy Institute for use of office space at City Hall.

EXECUTIVE SUMMARY:
The Latino Equity Advocacy & Policy Institute (LEAP) is a partner with the city in both the awarded Affordable Housing Sustainable Communities (AHSC) and Transformative Climate Communities (TCC) Grants. LEAP is a partner providing transportation services through its Green Raiteros Electric Vehicle Ride-Share Program. The city has procured the electric vehicles for this program and LEAP is looking to launch this program in the coming months. To start providing these services locally LEAP is in need of a small amount of office space; that is exactly what remains unused at the City Hall non-profit hub. There is unused office space of approximately 100 square feet near the east wing entrance between the Greater Coachella Valley Chamber of Commerce and Green Room Theatre Company office spaces.

The available office space will accommodate the office needs for the LEAP Institute. Execution of the proposed one-year lease will allow the centralized launch of programing in the city's Downtown until LEAP can move into its permanent home which they anticipate will occur within the next 8-12 months (also in Downtown Coachella); the proposed lease details are noted below:

- Term = one year; December 1, 2024 – November 30, 2025
- Utilities = to be paid by Lessor for said property; with the exception of the following: phone, cable, wifi, etc.
- Maintenance/Janitorial = to be completed by Lessee for said property.
- Insurance = to be provided by Lessee for said property.
- Monthly Rent = $0.45 per square foot (100 square feet) = $45.00

FISCAL IMPACT:
The recommended action would have a positive fiscal impact of $540.00 annually.

Attachments: Proposed Lease

LEASE AGREEMENT

BETWEEN THE CITY OF COACHELLA AND

LATINO EQUITY ADVOCACY & POLICY INSTITUTE

THIS LEASE AGREEMENT (the "Lease") is made as of November 13, 2024 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and the LATINO EQUITY ADVOCACY & POLICY INSTITUE, a California Non-Profit organization (the "Lessee"), with reference to the following facts:

RECITALS

A. The Lessor owns a civic building located at City Hall 1515 Sixth Street, Coachella, CA 92236, which is described in Exhibit A and totals 9,589 square feet (the "Building").

B. Lessee desires to lease 100 square feet of the Building (the "Premises") from the Lessor, described in more detail in Exhibit "A" for purposes of providing ridesharing programming and services to residents of the City of Coachella and for all activities incidental or necessary to accomplish said purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.

2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.

3. Premises. The Premises described in Exhibit A amount to an area of approximately 100 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit B as the description of the Premises.

4. Term of Lease. The original term of the Lease shall be for a one (1) year period commencing on December 1, 2024 and terminating on November 30, 2025 (the "Term").

5. Rent. Term Minimum Annual Rent. During the Term of this Lease, Lessee shall pay to Lessor monthly rent in the sum of Forty-Five Dollars and Zero Cents (**$45.00**). Lessee shall pay Lessor all sums due for monthly rent without deduction, set off, prior notice, or demand, in advance of the 1st day of each month and continuing through the term of this Lease.

   5.1 Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.

6. Utilities, Maintenance and Insurance.

   a) Utilities. Lessee shall make all arrangements for and shall pay for all utilities, with the exception of: electricity, trash, water, sewer and alarm system for the Premises.

   b) Maintenance. Lessee shall provide all maintenance and repairs, at Lessee's sole cost and expense, to keep the Premises in good order and condition, including any improvements approved by the Lessor to be constructed and/or installed by the Lessee during the term of this Lease. Lessee agrees to maintain the leased premises in the same condition as when received, wear and tear in the usual and ordinary operation by Lessee; provided Lessor agrees to repair and maintain all exterior walls, the roof and other structural portions of the building, except for damages caused by Lessee, its officers, agents and patrons of the Green Room Theatre Company. Lessor further agrees to: maintain and keep in good working condition the heating and cooling system including normal servicing and preventative maintenance.

   c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term thereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:

      i. General Liability Insurance. Broad-form comprehensive general liability insurance with limits of not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars ($1,000,000) each accident, or One Million Dollars ($1,000,000) combined single limit.

ii. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed 'the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

iii. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.

iv. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

7. Use. Lessee shall use and occupy the Premises for purposes of providing theatre programming and education services and for all activities incidental or necessary to accomplish said purpose, and for no other purpose. Lessee shall not use the Premises for

the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

8. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises.

9. Hazardous Substances and Hazardous Materials.

   a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

   b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

10. Improvements.

   a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written

consent of Lessor, which would not be unreasonably withheld.

b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.

c) Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alternations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.

d) Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.

11. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.

12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor, which would not be unreasonably withheld.

13. Assignment and Subleasing. Lessee shall not assign, or mortgage, this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor

for performance of all provisions of this Lease.

14. Use of Premises by Lessee. The Premises will be used as office space for the Lessee.

15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.

17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.

19. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal

delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessor
City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez
Phone: (760) 501-8111
E-mail: mmartinez@coachella.org

To Lessee
LEAP Institute
P.O. Box 1497
Huron, CA 93234-1497
Attn: Rey Leon

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.

21. Time of Essence. Time is of the essence of this Lease.

22. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

23. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above:

LESSEE:

LATINO EQUITY ADVOCACY & POLICY INSTITUTE

California Non-Profit

By: _____

Rey Leon, Executive Director

LESSOR:

CITY OF COACHELLA

California Municipal Corporation

By: _____

Dr. Gabriel D. Martin, City Manager

Attest:

By: _____

Angela M. Zepeda

City Clerk - City of Coachella

Approved as to Form:

By: _____

Best, Best & Krieger LLP

City Attorney

EXHIBIT "A"

DESCRIPTION OF BUILDING:

The City of Coachella (Lessor) owns real property (approximately 9,589 square foot "Building") located at 1515 Sixth Street, Assessor Parcel Numbers: 009-618-472, in the City of Coachella, County of Riverside, and the State of California.

"Premises" (100 square feet); highlighted below.

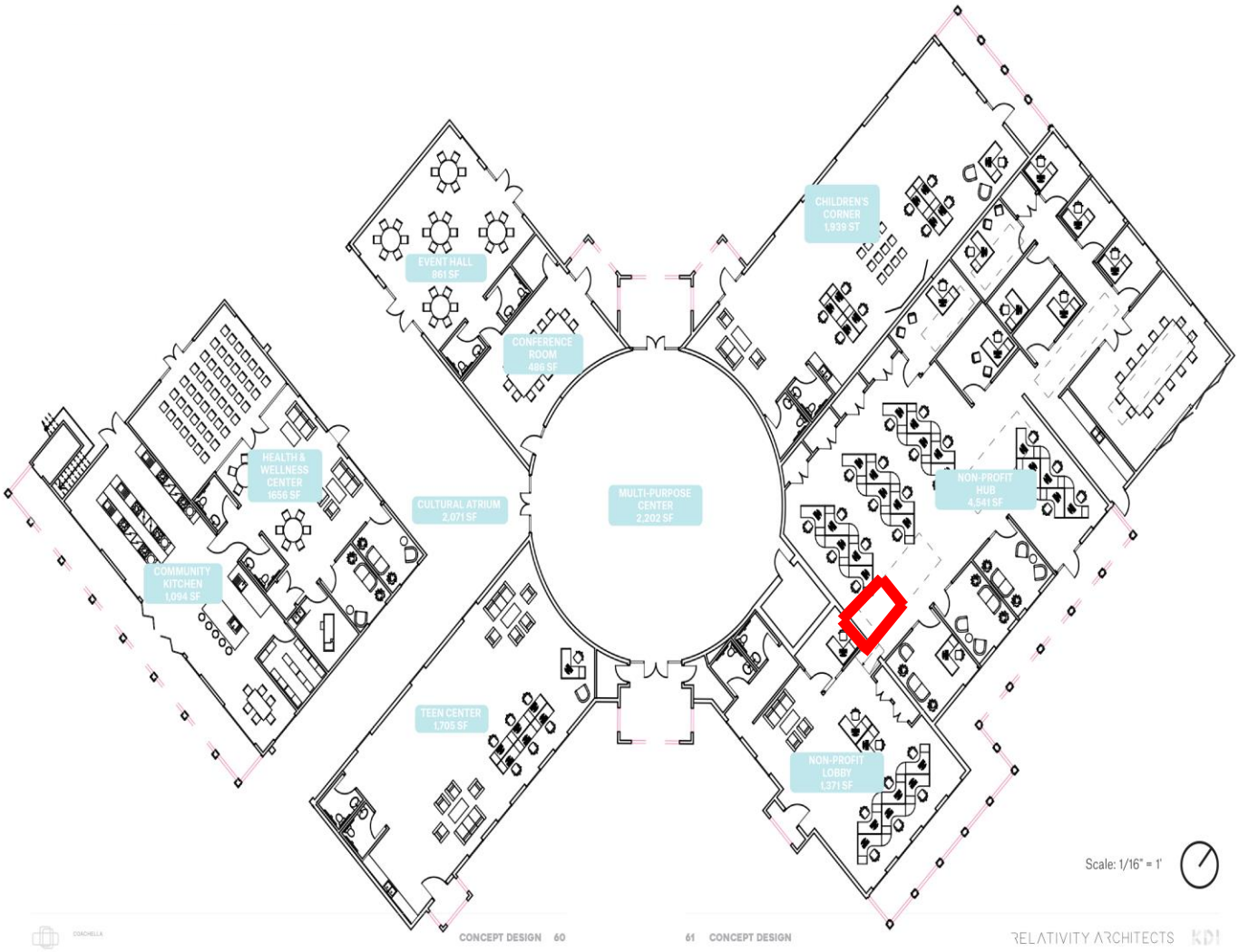


EXHIBIT "B"

SURVEY OF PREMISES

Pending

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve vehicle leases for FY 2024/25 with Enterprise Fleet Management Inc.

SPECIFICS:
- 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.
- Authorize FY 24/25 appropriation of $70,000.00 for safety lighting of new units.

STAFF RECOMMENDATION:

It is recommended that the City Council:
- Authorize the City Manager to approve a Lease Rate Quote for twelve (12) Ford F-150 units and one (1) Ford Explorer from Enterprise Fleet Management, Inc.
- Authorize FY 24/25 appropriation of $70,000.00 for safety lighting of new units.

EXECUTIVE SUMMARY:

The City maintains a fleet of vehicles and equipment for use by various City departments, which include light, medium and heavy-duty vehicles. Prior to 2020, the City of Coachella has historically purchased and owned all fleet vehicles and equipment. Since 2020, the City of Coachella has leased its light duty vehicles to decrease the average age of these units; in 2019 the average age of these units was 13 years.

Today the average age of the City's fleet is 6 years. This positive change in the reduced age of the City's fleet is due to the City Council's decision, in February 2020, to surplus and replace eleven/twelve units annually through a Master Equity Lease Agreement with Enterprise Fleet Management (EFM).

The first lease order made in February 2020 was for twelve (12) Ford F-150 units; in June 2025 the lease for these twelve units will expire. Staff recommends placing the order for the replacement units now to ensure there is no operational impact to staff as they are factory ordered units; additionally, this will ensure the city can return the 2020 units to EFM as scheduled in the lease agreement to maximize the per unit equity.

Staff recommends authorizing the City Manager to approve the lease rate quotes and order the following: twelve Ford F-150 replacement units and one additional unit identified by City staff for operational needs (Ford Explorer (Code Enforcement)). The lease rates are identified below:

- twelve (12) 2025 Ford F-150XL 4x4 SuperCab units; monthly cost per unit with maintenance $766.28;
- one (1) Ford Explorer; monthly cost per unit with maintenance $879.39;

FISCAL IMPACT:

The total cost to install needed safety equipment to required units is $70,000. Staff is requesting an appropriation of $70,000.00 to appropriately outfit the identified equipment.

Attachments:
Lease Rate Quotes

- 2025 Ford F-150XL 4x4
- 2025 Ford Explorer

Open-End (Equity) Lease Rate Quote

Quote No: 8336325

Item 16.

Prepared For: City of Coachella
Martinez, Maritza

Date 09/30/2024
AE/AM JDD/am

Unit #
Year 2025 **Make** Ford **Model** F-150
Series XL 4x4 SuperCab 6.5 ft. box 145 in. WB
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 588084

$ 48,141.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 683.05	*	Initial License Fee
$ 0.00		Registration Fee
$ 300.00		Other: (See Page 2)
$ 0.00	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 13,000.00		Gain Applied From Prior Unit
$ 1,137.50	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 35,441.00		Total Capitalized Amount (Delivered Price)
$ 478.45		Depreciation Reserve @ 1.3500%
$ 173.73		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 652.18		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Black w/Medium Dark Slate w/Vinyl 40/20/40 Fr
Lic. Plate Type	Exempt
GVWR	0

	Additional Fleet Management		
	Master Policy Enrollment Fees		
$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 57.03	Full Maintenance Program[3] Contract Miles 37,500	OverMileage Charge	$ 0.0720 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
$ 57.03	**Additional Services SubTotal**		
$ 57.07	Sales Tax 8.7500%	**State** CA	
$ 766.28	**Total Monthly Rental Including Additional Services**		
$ 6,734.00	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Coachella

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Mana

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	$ 125.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 125.00
Total Other Charges Capitalized		$ 300.00
Other Charges Total		$ 425.00

Open-End (Equity) Lease Rate Quote

Quote No: 8336325

VEHICLE INFORMATION:

2025 Ford F-150 XL 4x4 SuperCab 6.5 ft. box 145 in. WB - US

Series ID: X1L

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$43,319	$45,360.00
Total Options	$2,767.00	$3,040.00
Destination Charge	$1,995.00	$1,995.00
Total Price	**$48,081.00**	**$50,395.00**

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: AS-Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	NC	NC
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53T	Tow/Haul Package	$715.00	$785.00
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
96W	Tough Bed Spray-In Bedliner	$542.00	$595.00
998	Engine: 3.5L V6 EcoBoost	$1,510.00	$1,660.00
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
NONGV	GVWR: 7,100 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
XL9	Electronic Locking w/3.55 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Driver Door: reverse opening rear passenger doors
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Bed Liner: bed liner
- Box Style: regular
- Integrated Storage: pickup integrated storage
- Body Material: aluminum body material
- : class IV trailering with harness, hitch, brake controller
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (front doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 5G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off reflector LED low/high beam headlamps
- Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:
Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Open-End (Equity) Lease Rate Quote

Quote No: 8443760

Item 16.

Prepared For: City of Coachella
Martinez, Maritza

Date 11/06/2024
AE/AM JDD/ALI

Unit #
Year 2025 **Make** Ford **Model** Explorer
Series Active 4dr 4x4
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 588084

$ 40,836.00		Capitalized Price of Vehicle[1]
$0.00	*	Sales Tax 0.0000% **State** CA
$ 601.09	*	Initial License Fee
$ 0.00		Registration Fee
$ 300.00		Other: (See Page 2)
$ 0.00	*	Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Security Deposit
$87.50	*	Taxes
$ 41,136.00		Total Capitalized Amount (Delivered Price)
$ 555.34		Depreciation Reserve @ 1.3500%
$ 200.86		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 756.20		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Oxford White
Interior Color	Dark Gray/Onyx w/Unique Heated Cloth Captain'
Lic. Plate Type	Exempt
GVWR	0

	Additional Fleet Management		
	Master Policy Enrollment Fees		
$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 57.03	Full Maintenance Program[3] Contract Miles 37,500	OverMileage Charge	$ 0.0720 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
$ 57.03	**Additional Services SubTotal**		
$ 66.16	Tax 8.7500% **State** CA		
$ 879.39	**Total Monthly Rental Including Additional Services**		
$ 7,815.60	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 7,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

LESSEE City of Coachella

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
[2] Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	$ 125.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 125.00
Total Other Charges Capitalized		$ 300.00
Other Charges Total		$ 425.00

Open-End (Equity) Lease Rate Quote

Quote No: 8443760

VEHICLE INFORMATION:

2025 Ford Explorer Active 4dr 4x4 - US

Series ID: K8D

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$40,181	$41,855.00
Total Options	$0.00	$0.00
Destination Charge	$1,595.00	$1,595.00
Total Price	**$41,776.00**	**$43,450.00**

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: 8H-Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119.1" Wheelbase	STD	STD
200A	Equipment Group 200A Standard Package	NC	NC
8	Unique Heated Cloth Captain's Chairs	Included	Included
153	Front License Plate Bracket	NC	NC
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
8H_02	Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs	NC	NC
99H	Engine: 2.3L EcoBoost I-4	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited Slip Rear Axle	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included	Included
YZ_02	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Front Bumper Insert: metal-look front bumper insert
- Front License Plate Bracket: front license plate bracket
- Body Material: galvanized steel/aluminum body material
- : class III trailering with harness, hitch
- Body Side Cladding: black bodyside cladding
- Grille: black w/chrome accents grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls, adaptive
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Intelligent Access proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Emergency SOS: 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 4 12V DC power outlets

Entertainment Features:

- radio SiriusXM AM/FM/Satellite with seek-scan
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 5G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off reflector LED low/high beam headlamps
- Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
- Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Oil Level Gauge: oil level gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer

Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 manual adjustable third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining captain seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row 50-50 bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Director

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

STAFF RECOMMENDATION:

Authorize the City Manager to execute contract amendment #1 for Coachella Sanitary District Headworks Screening Improvement Project S – 29 in the Amount not to Exceed $53,050.00

BACKGROUND:

On February 28, 2024, City Council authorized the execution of a Professional Service Agreement with Dudek in the amount of $144,825.00 for final engineering plans, construction specifications and cost estimates for Coachella Sanitary District Headworks Screening Improvements.

DISCUSSION/ANALYSIS:

The initial contract covered the design of headworks screening improvements including the addition of a new screening device, screening conveyance device, dewatering device and associated combined control panel. The project has completed the 50% design submittal of the project and is in the process of completing the 100% design submittal for the project.

During the progressing of the design to 100%, it was determined that the area pre-selected for the installation of the combined control panel is a Class 1 Div 2 classification as per NFPA-820. This classification requires NEMA 7 control panel enclosures, the NEMA 7 control panel in this location will experience temperatures that exceed the safe working temperatures of the PLC components inside of the enclosures.

City staff and the project team propose that the conflict can be abated by relocating he proposed location for the control panel into the existing MCC building. In addition to the relocation of the Control Panel, changes must be made to the design documents that were not captured in the original scope of work, including the starters for the screens, conveyor, and washer/compactor being in the MCC, not in the vendor control panel. Dudek will provide additional schematic drawings and additional design time spent on the conduit block diagram and P&IDs.

FISCAL IMPACT:

An additional allocation of $53,050.00 is requested from the Sewer Connection Fund (361) to CIP Project S-29 – 361-21-449-60-737-000

ATTACHMENTS:

1. Contract Amendment #1 Proposal for Coachella Sanitary District Headworks Screening Improvement Project

October 1, 2024

Castulo Estrada
Utilities Manager
City of Coachella
87075 Avenue 54
Coachella, California 92236

Subject: Contract Amendment for Coachella Sanitary District Headworks Screening Improvement Project

Dear Mr. Estada,

Dudek and the City entered into a professional services agreement for the Headworks Screening Improvement project on May 5, 2024 for a total contract value of $144,825. The initial contract covered the design of headworks screening improvements including the addition of a new screening device, screening conveyance device, dewatering device and associated combined control panel. Our team has already completed he 50% design submittal of the project and is in the process of completing the 100% design submittal for the project. During the progressing of the design to 100%, it was determined that the area pre-selected for the installation of the combined control panel is a Class 1 Div 2 classification as per NFPA-820. This classification requires NEMA 7 control panel enclosures, the NEMA 7 control panel in this location will experience temperatures that exceed the safe working temperatures of the PLC components inside of the enclosures. We propose that the conflict can be abated by relocating he proposed location for the control panel into the existing MCC building. In addition to the relocation of the Control Panel, changes must be made to the design documents that were not captured in he original scope of work, including the starters for the screens, conveyor, and washer/compactor being in the MCC, not in the vendor control panel. This required two additional schematic drawings and a additional design time spent on the conduit block diagram and P&IDs.

Scope of Work

The following scope of work is proposed to assist the City with the relocation of the Control Panel to the MCC building and to progress a pre-purchase of major equipment agreement between the City and Misco.

Task 1: Project Management and Project Status Reporting

- Preparation of monthly invoices and progress reports
- Monthly budget and schedule tracking
- Regular communication between Dudek project manager, City, and project team
- Facilitate quality control reviews of deliverables
- Meetings:
    - Provide slide deck for the City Council meeting in late October, due to client 10/16

Task 2: Design Documents Updates

- Revise design drawings to place control panel in the MCC building and provide remote control stations in the field located at each piece of equipment.
- Coordination with equipment vendors
- Update specifications
- Updated 100% EOPCC
- Updated design drawings to include vendor-provided drawings, when available

Fee Estimate

A time and materials not to exceed fee of $53,050 is estimated for this work in accordance with the fee estimate Table 1 below.

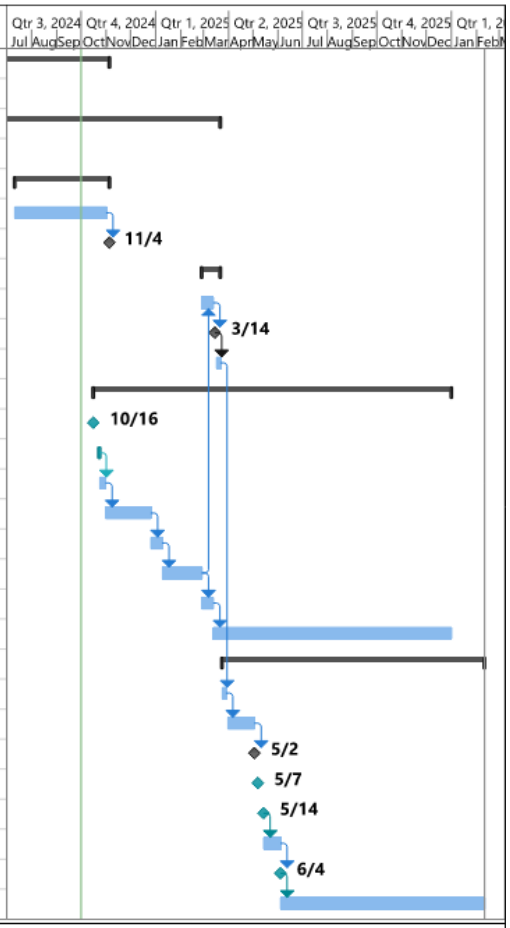
Table 1. Fee Estimate

	Project Team Role:	QA/QC	Project Manager	Project Engineer	Electrical Engineer	CAD Designer	Admin	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	TOTAL FEE
	Team Member:	Metts	Hawkinson	Goldschmidt	Schneider	Dhanens	Kinney			
	Billable Rate :	$310	$255	$200	$280	$195	$155			
Task 1	Project Management and Project Status Reporting									
1.1	Project Administration		6				6	12	$ 2,460	$ 2,460
1.2	Pre-Purchasing Support	2	6	12	6			26	$ 6,230	$ 6,230
	Subtotal Task 1		6				6	12	$ 2,460	$ 8,690
Task 2	100% Design Documents Updates									
2.1	Updated 100% Drawings, Specifications, and EOPCC	2	12	30	96	40		180	$ 44,360	$ 44,360
	Subtotal Task 2	2	12	30	96	40		180	$ 44,360	$ 44,360
	Total Non-Optional Hours and Fee	2	18	30	96	40	6	192	$ 46,820	$ 53,050

Schedule

Dudek estimates the following updated schedule to complete the Contract Amendment work and produce an updated final design submittal.

ID	Task Name	Duration	Start	Finish
1	**Task 1 Project Management and Meetings**	**168 days**	**Thu 3/14/24**	**Mon 11/4/24**
6	**Task 2 Data Request and Review**	**14 days**	**Thu 3/14/24**	**Tue 4/2/24**
10	**Plans and Specifications**	**253 days**	**Wed 4/3/24**	**Fri 3/21/25**
11	**50% Submittal**	**37 days**	**Wed 4/3/24**	**Thu 5/23/24**
14	**100% Submittal**	**83 days**	**Thu 7/11/24**	**Mon 11/4/24**
15	Drawings, Specs, Cost Estimate, Calculations, Schedule	81 days	Thu 7/11/24	Thu 10/31/24
16	100% Submittal Review Meeting	0 days	Mon 11/4/24	Mon 11/4/24
17	**Final Submittal**	**17 days**	**Thu 2/27/25**	**Fri 3/21/25**
18	Final Design Submittal	10 days	Thu 2/27/25	Wed 3/12/25
19	Final Design Review Meeting	0 days	Fri 3/14/25	Fri 3/14/25
20	Incorporate Final Comments	5 days	Mon 3/17/25	Fri 3/21/25
21	**Pre-Purchasing Support**	**316 days**	**Wed 10/16/24**	**Wed 12/31/25**
22	Submit pre-purchasing slide deck to council	0 days	Wed 10/16/24	Wed 10/16/24
23	Council meeting	1 day	Wed 10/23/24	Wed 10/23/24
24	PO to Misco	5 days	Thu 10/24/24	Wed 10/30/24
25	Misco Submittal	40 days	Thu 10/31/24	Wed 12/25/24
26	Submittal 1	10 days	Thu 12/26/24	Wed 1/8/25
27	Misco Re-Submittal	35 days	Thu 1/9/25	Wed 2/26/25
28	Submittal 2	10 days	Thu 2/27/25	Wed 3/12/25
29	Deliery of Pre-Purchased Equipment	210 days	Thu 3/13/25	Wed 12/31/25
30	**Bid Phase**	**232 days**	**Mon 3/24/25**	**Tue 2/10/26**
31	Bidding Document Submittal	5 days	Mon 3/24/25	Fri 3/28/25
32	Bidding	25 days	Mon 3/31/25	Fri 5/2/25
33	Bid Opening	0 days	Fri 5/2/25	Fri 5/2/25
34	Submit paperwork to council	0 days	Wed 5/7/25	Wed 5/7/25
35	Council Meeting	0 days	Wed 5/14/25	Wed 5/14/25
36	NTP approval process	15 days	Wed 5/14/25	Tue 6/3/25
37	Pre-Con Meeting, NTP	0 days	Wed 6/4/25	Wed 6/4/25
38	Construction	180 days	Wed 6/4/25	Tue 2/10/26



DUDEK

Coachella Sanitary District
Headworks Screening Project
10/01/24

Thank you for your consideration of this budget amendment request. We are here to discuss any questions or concerns you may have so please do not hesitate to contact me at (510) 636-5640 or shawkinson@dudek.com.

Sincerely,

Sam Hawkinson, P.E.
Project Manager
Dudek

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Cástulo R. Estrada, Utilities Director

SUBJECT: 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

STAFF RECOMMENDATION:

Authorize the City Manager to execute 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 $19,400.00.

BACKGROUND:

The City of Coachella secured a Drinking Water State Revolving Fund (DWSRF) grant in the amount of $1,575,100.00 to provide water services to the Mesquite community. The existing on-site private well failed and can no longer provide adequate potable water supply. The Coachella Water Authority (CWA) has provided emergency "temporary" water connection to the Mesquite community since September of 2016. Since the City and CWA has been coordinating with the State, Riverside County and the Mesquite community to develop a permanent connection to its system.

DISCUSSION/ANALYSIS:

On June 12, 2024, the City Council authorized the execution of a construction contract with Jacobsson Engineering Construction Inc. in the amount of $2,136,711.50 plus 10% contingency.

The total project cost authorized by council action, including the construction contract, 10% construction contingency, materials testing, construction survey is as follows:

Project Item:		**Project Cost:**
Materials Testing		$ 15,000.00
Construction		$ 2,136,711.50
Construction Survey		$ 10,000.00
Construction Contingency (10%)		$ 213,674.15
TOTAL PROJECT COST:		$2,375,385.65

Construction services will be provided on a time and materials basis at the request of the City. This addendum includes 90 hours of staff at a cost not to exceed $19,400.00

FISCAL IMPACT:

No fiscal impact, the budget approved on June 12, 2024 has the necessary funds for the proposed cost to provide professional engineering support during construction. CIP Project No. W-32

ATTACHMENTS:

1. Addendum No 4: Professional Additional Engineering Design Services for Water Systems Consolidation of Mesquite Water Mutual Association and Fee Proposal

Michael Baker
INTERNATIONAL

.We Make a Difference

September 30, 2020

City of Coachella Utilities Department
Attn: Castulo R. Estrada
53462 Enterprise Way
Coachella, CA 92236

Subject: **Addendum No 4: Professional Additional Engineering Design Services for Water Systems Consolidation of Mesquite Water Mutual Association, City Project No. W-32**

Dear Mr. Estrada:

Thank you for the opportunity to provide the City of Coachella Utilities Department (CWA) with this Addendum No. 4 cost proposal to provide professional engineering support during construction. Construction services will be provided on a time and materials basis at the request of the City.

This addendum includes 90 hours for staff shown in the Table below.

The total amendment amount is: $19,400

We appreciate the opportunity to continue service to you and the City of Coachella and hope that this proposal meets your approval. If you have any questions regarding this proposal, please contact Miles Costanza at 951-506-2086,. Miles.Costanza@mbakerintl.com.

Sincerely,

Miles Costanza, PE

Water Department Manager

MBAKERINTL.COM

40810 County Center Dr., Suite 200 | Temecula, CA 9259:

Office: 951.676.8042 | Fax: 951.676.7240

FEE PROPOSAL

		Project Manager	Senior Engineer	Project Engineer CAD	Survey Field (2-person)	Total Estimated Hours	Labor Cost	Direct/Repro Subcontract Costs	Total Estimated Fee
		$ 245.00	$ 195.00	$ 165.00	$ 295.00				
ENGINEERING SUPPORT DURING CONSTRUCTION									
1	Construction Surveying			3	7	10	$ 2,560.00		$ 2,560.00
2	Construction Support	38	20	22		80	$ 16,840.00		$ 16,840.00
	TOTAL AMOUNT:	**38**	**20**	**25**	**7**	**90**	**$ 19,400.00**	**$ -**	**$ 19,400.00**
								TOTAL FEE	**$ 19,400**

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Jaime Arroyo, Grants Manager

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

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STAFF RECOMMENDATION:

Staff recommends that the City Council consider adopting Resolution No. 2024-61 authorizing the City Manager to submit an application to the Office of the Governor's Business and Economic Development's (Go-Biz) under the FY 2024-25 Cannabis Equity Grants Program for Local Jurisdictions in the amount of $500,000 and authorize the City Manager to execute any and all necessary documentation, including a standard agreement to accept the grant funds, if awarded.

BACKGROUND:

In 2019, the City of Coachella Cannabis Equity Program was established to support equitable opportunities in the local cannabis industry by making legal cannabis business ownership and employment opportunities more accessible to individuals negatively impacted by the prior criminalization of cannabis in Long Beach. This support includes access to resources such as direct technical assistance and grants, expedited application review, and priority consideration in the licensing process for Local Equity Applicants/Licensees. GO-Biz, in accordance with the California Cannabis Equity Act, administers the Cannabis Equity Grants Program for Local Jurisdictions to aid local equity program efforts to support equity applicants. GO-Biz requires 80 percent of the City's total grant award to be redistributed to equity applicants in the form of direct grants. The remaining 20 percent is split evenly between administrative costs and direct technical assistant costs.

DISCUSSION/ANALYSIS:

The latest grant award will be utilized to assist equity applicants with ongoing and startup costs including rent/lease payments, local licensing and regulatory fees, legal assistance, regulatory compliance, capital improvements, furniture, fixtures, and equipment. In addition, the grant award will help to continue to fund administrative costs and technical assistance to provide educational resources and one-on-one advisory services in the areas of site location and lease negotiation, financial assistance, and regulatory compliance.

ALTERNATIVES:

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

2. Not Adopt Resolution No. 2024-61 Authorizing State of California Cannabis Equity Act Grant Funding

FISCAL IMPACT:

The grant has no required match or in-kind service mandate. This recommendation has no staffing impact beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. This recommendation will result in the continued employment of City staff funded through this grant who help administer the Cannabis Equity Program in the Development Services Department.

ATTACHMENT:

Resolution No. 2024-61

RESOLUTION 2024-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA CALIFORNIA AUTHORIZING STATE OF CALIFORNIA CANNABIS EQUITY ACT GRANT FUNDING

The City Council of the City of Coachella finds:

WHEREAS, the members of the California Legislature have recognized the need for cannabis equity grant funding;

WHEREAS, funding has been provided to the Governor's Office of Business and Economic Development to provide grant funds to local governments;

WHEREAS, the City Council of the City of Coachella has adopted and operates a local equity program for commercial cannabis activity.

WHEREAS, the City Council of the City of Coachella has determined that it will use grant funds from the Governor's Office of Business and Economic Development to assist local equity applicants and licensees through its local equity program for commercial cannabis activity as described in its application for grant funds.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Coachella is authorized to execute by electronic signature on behalf of the City Council of the City of Coachella, the grant agreement with the Governor's Office of Business and Economic Development, including any extensions or amendments thereof and any subsequent grant agreement with the Governor's Office of Business and Economic Development in relation thereto.

IT IS AGREED that any liability arising out of the performance of this grant agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The Governor's Office of Business and Economic Development and the State of California disclaim responsibility for any such liability.

PASSED, APPROVED and **ADOPTED** this 13th day of November, 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. 2024-61 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13th day of November, 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: Ordinance No. 1217 - An Ordinance Increasing Compensation of the Elected City Clerk and the City Treasurer Positions

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RECOMMENDED ACTION:

It is recommended that the City Council discuss and consider adopting an ordinance to increase the salary compensation of the City Clerk and the City Treasurer.

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.

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 by an amount decided by the City Council. Any City Clerk and City Treasurer salary increase would 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.

Proposed Salary Increases:

Option:	Annual Compensation:	Monthly Compensation:
A	$7,200/year	$600/month
B	$12,000/year	$1,000/month
C	$14,400/year	$1,200/month

ALTERNATIVES:

1. Provide Staff with an alternative compensation

2. Continue this item and provide staff with direction

FISCAL IMPACTS

City Clerk and City Treasurer compensation, under this ordinance, will increase the impact to the General Fund below:

Option:	Annual Impact to the General Fund:
A	$3,600 x 2 = $7,200
B	$8,400 x 2 = $16,800
C	$10,800 x 2 = $21,600

ATTACHMENT

1. Ordinance No. 1217 - An Ordinance 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)	$300

City treasurer (per month plus health benefits in the same amount as paid to management employees and council members)	$300

The new compensation of the city clerk and the city treasurer shall be fixed as follows:

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

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 13 of November, 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

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

SUBJECT: 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.

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the attached Professional Services Agreement with Colleen Edwards, Inc. for the Coachella Youth Cultural Center to provide conceptual design services in the amount of $29,700.

BACKGROUND:

Culturas Music & Arts is a Coachella based non-profit organization promoting art and culture in the Eastern Coachella Valley. The organization was founded in 2009 and has worked to change the stigma of the Eastern Coachella Valley by providing art and music venues and working with artists, musicians, and local organizations to realize projects.

In MONTH XX, 2022, the City and Culturas Music and Arts entered into a 10-year lease agreement for the old corporate yard property located at 510 Vine Avenue to create and operate a youth cultural center that will provide vital programs and services to the youth of the City. These services include a recording studio; community library and lounge with videos and computers; outdoor community space and amphitheater for open mic, garage bands, performances, dancing, park area; storage; ADA restrooms; ceramic center; welding shop; woodshop; community garden; multipurpose dance studio; culinary kitchen; art gallery and administrative area.

DISCUSSION/ANALYSIS:

The City Council has made a commitment to repurpose old City facilities so that they can improve and increase services to the residents of the City. Staff has started identifying these buildings and established a development strategy that will determine the feasibility of each facility. The objective of this development strategy is to identify programs, services, conceptual design options, site plans and engineer estimates in order to identify possible grant funding opportunities. The following buildings have gone through this development strategy, 1) The Old City Hall Building, 2) the Old Library Building and 3) The Hidden Harvest Packing House Building. Therefore, allowing Staff

to obtain over $15 million dollars in grant funds to rehabilitate and renovate the Old Library and Hidden Harvest Packing House buildings.

Colleen Edwards, Inc. will work with Poon Designs to provide concept design services for the Coachella Youth Cultural Center Project. This phase launches the project, explores options, and results in the general design intent of the project: design concepts/options, floor plan and site plan diagrams, and other conceptual and preliminary drawings necessary to illustrate approximately the scale and relationship of the project components. The scope of services is provided below:

- Project kick-off: review property in person and associated existing project information, and discuss design goals, administrative procedures, and schedule.
- Review client-provided "as-builts": measured, technical drawings of the existing house in AutoCAD or Revit. If further as-builts are needed, Poon Design or a third party company can provide this as an Additional Service, for additional fee. See end of document.
- Research precedents and discuss inspiration.
- Prepare the following deliverables: floor plan and site plan diagrams, elevations, sketches, renderings, etc. as deemed necessary by the architect to display the design intent.
- At a preliminary level, review laws, codes, and regulations applicable to our services.
- Coordinate with general contractor, if available, to establish preliminary construction cost estimate and schedule.

This phase of work will begin with studying two conceptual options: renovation vs. new construction. One direction will be selected for further development. The final deliverables for the one direction will be the following:

- Story board of precedence, inspiration, and design themes
- Diagrammatic floor plans
- Three renderings

The schedule is provided below:

- Week 1 & 2: Verify site conditions, brainstorm, and design
- Week 3: Client presentation - review of two concepts: renovation vs. new construction
- Week 3 & 4: Development of preferred concept
- Week 5: Client presentation - developed concept

- Week 6: Meet with general contractor(s) for rough estimate and decision of continuing scope of architectural work

ALTERNATIVES:

1. Continue this item and provide staff direction

2. Not approve this item

FISCAL IMPACT:

The fiscal impact of this action would immediately be $29,700 and would require an appropriation from the General Fund (Fund 101).

ATTACHMENT(S):

1. Professional Services Agreement (PSA) with Collen Edwards, Inc.

2. Project Proposal – Colleen Edwards, Inc.

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
FOR THE COACHELLA YOUTH CULTURAL CENTER

1. PARTIES AND DATE.

This Agreement is made and entered into this 10th day of October, 2024, by and between the CITY OF COACHELLA, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236, County of Riverside, State of California ("City") and COLLEEN EDWARDS, INC. with its principal place of business at 18550 Paintbrush Trail, Desert Hot Springs, CA ("Consultant"). 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 for the residents of the City. Consultant represents that it is experienced in providing collaboration with local artists, creating a community of arts featuring a recording studio, community stage, ceramic studios, woodworking shop, culinary kitchen, coffee shop/gallery and other community art programs for at risk-youth.

City desires to engage Consultant to render such professional services for the preliminary design and construction phases ("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 and create the Youth Cultural Center 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 **November 13, 2024 to March 31, 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 Twenty-Nine Thousand Seven Hundred Dollars ($29,700). 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, or included in Exhibit "C" of this Agreement.

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, or 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:

- Colleen Edwards, CEO
- Ruben R. Gonzalez, Culturas Music and Arts Project Coordinator

3.3.5 City's Representative. The City hereby designates Gabriel Perez, Development Services 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 Colleen Edwards, CEO, 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. [***CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE***]

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.

(D) Professional Liability (Errors & Omissions): [***INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE***]Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than $1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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) Professional Liability (Errors & Omissions): [***INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE***](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) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) 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:	Colleen Edwards, Inc. 18550 Paintbrush Trail Desert Hot Springs, CA 92241 ATTN: Colleen Edwards
City:	City of Coachella 53990 Enterprise Way Coachella, CA 92236 ATTN: Dr. Gabriel Martin, City Manager

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

3.8 Federal Provisions. [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY***]When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, 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

COLLEEN EDWARDS, INC.

By: _____

Colleen Edwards
CEO

EXHIBIT "A"
SCOPE OF SERVICES

The scope of services is provided below:

- Project kick-off: review property in person and associated existing project information, and discuss design goals, administrative procedures, and schedule.

- Review client-provided “as-builts”: measured, technical drawings of the existing house in AutoCAD or Revit. If further as-builts are needed, Poon Design or a third party company can provide this as an Additional Service, for additional fee. See end of document.

- Research precedents and discuss inspiration.

- Prepare the following deliverables: floor plan and site plan diagrams, elevations, sketches, renderings, etc. as deemed necessary by the architect to display the design intent.

- At a preliminary level, review laws, codes, and regulations applicable to our services.

- Coordinate with general contractor, if available, to establish preliminary construction cost estimate and schedule.

This phase of work will begin with studying two conceptual options: renovation vs. new construction. One direction will be selected for further development. The final deliverables for the one direction will be the following:

- Story board of precedence, inspiration, and design themes

- Diagrammatic floor plans

- Three renderings

EXHIBIT "B"
SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

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 $_____,_____.00

Completion Date: _____

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	**[INSERT NAME OF CONSULTANT]**
Dated: _____	Dated: _____
By: _____	By: _____

PROPOSAL

Colleen Edwards, Inc.
18550 Paintbrush Trail
Desert Hot Springs, CA 92241

colleen.edwards.broker@gmail.com
+1 (323) 590-0233

August 30, 2024

Dr. Gabriel Martin
City Manager
City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

Culturas Music & Arts
Coachella Youth Cultural Center
2nd & Vine, Coachella, CA

Dear Dr. Martin:

Thank you for the opportunity to present this proposal for a very important project within the City of Coachella. As you know, the nonprofit organization, Culturas Music and Arts, has a long-term lease on the property located at 2nd and Vine in downtown Coachella. The leaders have an exciting vision to create a Youth Cultural Center with a variety of programming conveniently located in this central location.

This proposal is to provide development services to further the project's conceptual design. We are planning to work with a very creative architecture company, Poon Design, Inc. Their background information is available on their website https://www.poondesign.com/. They have experience with a wide variety of public, educational and cultural spaces. Please see their attached proposal and their conceptual approach for the site developed based on a recent introductory meeting with Culturas leadership.

Fee for these services includes the following charges. The scope of work is included in the attached.

Poon Design	$24,700
Project Management	$5,000
Total	$29,700

If this proposal meets your requirements, will you please indicate with your signature below? Be sure to let me know if you would like to discuss the issue further, have an introduction to the architect or have any other requirements to evaluate this proposal.

We are excited to have the opportunity to participate with this project.

Best regards,

Colleen Edwards
CEO

Approved by:

Dr. Gabriel Martin
City Manager

Cc: Ruben Gonzalez

12964 WEST WASHINGTON BOULEVARD
LOS ANGELES, CALIFORNIA 90066
310-277-8855

P O O N D E S I G N I N C .

www.poondesign.com

August 20, 2024

Colleen Edwards
Colleen Edwards, Inc.
18550 Paintbrush Trail
Desert Hot Springs, California 92241

Re: Letter Agreement for a Limited Concept Design Phase
Culturas Music & Arts, Coachella, California

Dear Colleen:

Poon Design Inc. is pleased to submit this letter agreement for a limited **Concept Design** phase for a youth cultural center, known as the *Culturas Music & Arts*, in Coachella, California. The property is located at the southeast corner of 2nd Street and Vine Avenue, as indicated in the site plan provided via email on July 18, 2024. The anticipated program potentially includes the following per the preliminary design and construction phases.

Phase 1:

- Recording studio
- Library and lounge with videos and computers
- Outdoor community space and amphitheater for open mic, garage bands, performances, dancing, park area, etc.
- Support building for dressing and storage
- Restrooms

Phase 2:

- Ceramic center
- Welding shop
- Woodshop
- Community garden
- Outdoor area for kilns and storage containers

Phase 3:

- Multipurpose dance studio
- Culinary kitchen
- Art gallery
- Coffee shop
- Administrative area
- Storage

Our Concept Design phase will illustrate a preliminary vision and options for aspects of your project, and the associated deliverables can be used to build consensus and plan future phases of implementation. Please note that the information illustrated in our Concept Design phase is diagrammatic in nature establishing overall design intent only, and is not intended for agency approvals, bidding, or construction. This Concept Design phase of work could be used to determine an approximate order-of-magnitude budget by your general contractor.

A Concept Design phase is the first step in our architectural design process. The second much larger step is the development, technical refinement, and implementation of the approved Concept Design. A proposal for this second step will be prepared at the completion of this phase.

Please see below for an outline scope of work, client's responsibilities, schedule, fee and other related items for the Concept Design work discussed.

SCOPE OF WORK: CONCEPT DESIGN

This phase launches the project, explores options, and results in the general design intent of the project: design concepts/options, floor plan and site plan diagrams, and other conceptual and preliminary drawings necessary to illustrate approximately the scale and relationship of the project components.

- Project kick-off: review property in person and associated existing project information, and discuss design goals, administrative procedures, and schedule.
- Review client-provided "as-builts": measured, technical drawings of the existing house in AutoCAD or Revit. If further as-builts are needed, Poon Design or a third party company can provide this as an Additional Service, for additional fee. See end of document.
- Research precedents and discuss inspiration
- Prepare the following deliverables: floor plan and site plan diagrams, elevations, sketches, renderings, etc. as deemed necessary by the architect to display the design intent.
- At a preliminary level, review laws, codes, and regulations applicable to our services.
- Coordinate with general contractor, if available, to establish preliminary construction cost estimate and schedule.

This phase of work will begin with studying <u>two</u> conceptual options: <u>renovation vs. new construction</u>. One direction will be selected for further development. The final deliverables for the one direction will be as follows.

- Story board of precedence, inspiration, and design themes
- Diagrammatic floor plans
- Three renderings

Our work in this phase will be conceptual, not developed in technical detail, or coordinated with any engineers. Please note that the conceptual renderings mentioned above will be diagrammatic in nature establishing overall design intent. If renderings are produced, they will either be preliminary computer renderings or hand rendered, but not executed as artist watercolors or photorealistic computer rendering.

CLIENT'S RESPONSIBILITIES

During the process, the client will be asked to provide information to guide the design process.

- The client will provide "as-builts": measured, technical drawings of existing conditions in AutoCAD or Revit.
- The client will provide a current property survey and legal description to describe physical characteristics, property lines, legal limitations, and utility locations for the entire property.

SCHEDULE

We anticipate beginning this project immediately, provided timely decision of the client to retain, negotiate the terms, and commence the work of Poon Design. This Concept Design phase will take six weeks with two presentations.

The schedule below is only an estimate at this time. Items that impact the schedule might include the client's availability and decision-making process, and the involvement of the general contractor.

Week 1 & 2:	Verify site conditions, brainstorm, and design
Week 3:	Client presentation - review of two concepts: renovation vs. new construction
Week 3 & 4:	Development of preferred concept
Week 5:	Client presentation - developed concept
Week 6:	Meet with general contractor(s) for rough estimate; Decision of continuing scope of architectural work

FEE

Based on the description above, Poon Design is pleased to submit the following fee for the limited Concept Design services: a fixed fee of $24,700.00. This fee is fixed unless scope of work materially changes, at which point architect will inform the client of the need for fee and contract adjustment.

Prior to commencing work, the client will submit a retainer which will be credited to the overall fee at the time of the final invoice. Retainer amount is $2,500.00 and due at the time of the signatures for this agreement.

In addition to the above compensation, Poon Design will be reimbursed for the following out-of-pocket expenses at the rate of 1.15 times the actual expense: to include, but not limited to, travel, meals, mileage, parking, printing and reproductions, computer plotting, materials, photography, express delivery, postage, and messenger services.

Poon Design will bill client on a monthly basis for work completed during that month. Payments are due upon receipt of invoice and no later than seven days after the date of invoice. Unpaid amounts 30 days after the date of invoice shall bear interest at the rate of 1.5% per month on outstanding balance. Payments shall be made payable and sent to:

Poon Design Inc.
12964 West Washington Boulevard
Los Angeles, California 90066

Poon Design has the right to suspend work for payment not received within 45 days from date of invoice.

CONTINUING SERVICES

The fees for the future phases of work will be presented upon approval of the Concept Design and the associated budget. The future phases can include some or all of the following.

- Schematic Design
- Design Development
- Construction Documents
- Plan Check
- Bidding
- Construction Administration

PUBLICITY AND PROMOTION

Poon Design shall have the right to include mention and photographic or artistic representations of the project among promotional and professional materials. Poon Design and our photographer shall be given access to the completed project to make such representations. As a courtesy, the client shall provide professional credit for Poon Design as the architect in any relevant client promotional materials for the project.

USE OF DOCUMENTS

Drawings, specifications, Instruments of Service, and other documents prepared by Poon Design are the architect's Instruments of Service and are for the client's use solely with respect to developing and constructing the project with Poon Design. The architect shall retain all common law, statutory and other reserved rights, including the copyright. All work products, i.e., editable AutoCAD and Revit files, 3D models, etc., remain the proprietary intellectual property of Poon Design and is not provided to the client as source files.

If Poon Design is not retained as the architect to continue the project, the client is prohibited from using any and all aspects of the Instruments of Service, unless provided in writing by Poon Design and for a potential additional fee.

LIABILITY AND INDEMNIFICATION

Poon Design requires the client to indemnify and hold harmless Poon Design against all damages, liabilities or costs, including reasonable attorneys' and expert fees and defense costs ("Claims"), arising out of or in any way connected with its services performed under this agreement or subsequent agreements, except only those Claims caused by Poon Design's sole negligence or willful misconduct in the amount of the proposed service fee. To the fullest extent permitted by law, the professional liability of Poon Design for the above scope of work is limited so that the total aggregate liability shall not exceed the total fee for services rendered on this project.

TERMINATION

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform through no fault of the party initiating the termination. Also, the agreement may be terminated upon at least seven days' written notice at either party's convenience, or in the event the project is permanently abandoned. In such event of termination, Poon Design will be entitled to all compensation earned and reimbursable expenses incurred up to the agreed upon project stop date indicated in the written notice of termination, to include minor and miscellaneous fees and reimbursable expenses after such stop date that is associated with the closing, archiving and/or transfer of the project.

MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party, in accordance with the Rules of JAMS then currently in effect. The parties shall share the fees equally, and the mediation shall be held in Los Angeles, California.

ATTORNEY FEES

In the event of any mediation, action, or proceeding brought by either party to enforce terms arising out of this agreement, the prevailing party will be entitled to recover the costs incurred in connection herewith, including attorney fees.

SIGNATURES

If this letter agreement meets with your approval, your signature below will serve as acceptance of the terms above. Until signed, the terms of this letter agreement are good for 30 days from the date of this document. Thank you and Poon Design is excited to begin the creative process.

Agreed: COLLEEN EDWARDS, INC.	Agreed: POON DESIGN INC.
_____	_____
Colleen Edwards Date	Anthony Poon, FAIA, NCARB, LEED Date Principal

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Dr. Gabriel Martin, City Manager

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

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2024-62 approving the creation and funding for a full-time Executive Assistant position in the City Manager's Department.

BACKGROUND/DISCUSSION:

On March 9, 2016, Council reclassified the Executive Assistant position to a Deputy City Clerk. At the time, the Executive Assistant reported to the City Manager and provided secretarial and administrative support. However, these duties were reduced under the Deputy City Clerk classification. The Executive Assistant position has remained unfilled and unfunded since 2016.

Staff is requesting that Council approve the Executive Assistant position to provide much-needed support to the City Council and City Manager, in order to ensure that the City Council is provided with the secretary support needed to address the concerns of the residents and businesses of the City and the administrative functions of the City Manager's office are effectively carried out

The Executive Assistant position falls under the Mid-Management bargaining unit and is already listed on the Salary Schedule as Grade 17, with a salary range of $83,129-$106,097 annually.

ALTERNATIVE:

1. Do not approve staff's recommendation and provide Staff with direction

FISCAL IMPACT:

Approval of the position would add $138,983 to the salary and benefits expenses of the City Manager's current operating budget from the General Fund (101)

ATTACHMENTS:

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

2. Job Description – Executive Assistant Position

3. Job Salary Schedule

RESOLUTION NO. 2024-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING THE CREATION AND FUNDING FOR A FULL-TIME EXECUTIVE ASSISTANT POSITION IN THE CITY MANAGER'S DEPARTMENT

WHEREAS, on March 9, 2016, Council reclassified the Executive Assistant position to a Deputy City Clerk. At the time, the Executive Assistant reported to the City Manager and provided secretarial and administrative support. However, these duties were reduced under the Deputy City Clerk classification. The Executive Assistant position has remained unfilled and unfunded since 2016;

WHEREAS, staff is requesting that Council approve the Executive Assistant position to provide much-needed support to the City Council and the City Manager to ensure that the administrative functions of the City Manager's office are effectively carried out; and

WHERAS, the Executive Assistant position falls under the Mid-Management bargaining unit and is already on the Salary Schedule as Grade 17, with a salary range of $84,129 - $101,044 annually.

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

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

Section 2. Title. Adopt Resolution No. 2024-62, a Resolution of the City Council of Coachella, California, Approving the Creation and Funding for a Full-Time Executive Assistant Position in the City Manager's Department.

PASSED, APPROVED and **ADOPTED** this 13 day of November 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. 2024-62 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 13 day of November 2024, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

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

NOVEMBER 2024 **FLSA: EXEMPT**

EXECUTIVE ASSISTANT

DEFINITION

Under the direction of the City Manager, performs a wide variety of complex and highly responsible secretarial and administrative functions at the executive level, many of which may be confidential. Completes, coordinates and assists with special projects; provides secretarial and administrative support to the City Manager and City Council; organizes office activities and coordinates communication with other City departments, outside agencies and the general public; oversees and ensures that the office administrative functions of the City's Manager's office are effectively carried out; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the City Manager. May exercise functional and technical direction over clerical staff.

CLASS CHARACTERISTICS

This class is characterized by varied tasks performed with a relatively high level of independence following a broad framework of policies and procedures. This classification is distinguished from the class of Administrative Assistant and other City clerical, secretarial administrative classes in that the nature, diversity and scope of responsibilities originating from the City Manager and City Council require the frequent use of discretion, initiative and independent judgment, as actions can have a significant effect upon City operations or public relations activities. Responsibilities include regular contact with government officials, the Mayor, Council, Management, Commission members, representatives of the business and community groups, the public and all levels of City personnel associated with a diverse organization.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

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

- Organize and manage a department office assuring efficiency of the office operations and staff; coordinate communications; relieve the administrators of administrative detail.
- Take and transcribe dictation of letters, reports, bulletins and memoranda, including material of a confidential nature.
- Compose difficult correspondence independently on a variety of matters, from shorthand notes, rough drafts, transcription machine tapes or verbal instructions.
- Monitor division budget; prepare and maintain a current log of budget expenditures and account balances for the assigned division.
- Collect statistical data and back-up material and consolidate preparation of statistical, financial and administrative reports, including the division budget.
- Interview callers, both in person and on the telephone; screen and refer to other individuals as appropriate.

DRAFT

- Provide information to administrators, other City departments, outside agencies and the public as necessary; interpret and explain City laws and guidelines, division policies, programs, rules, requirements and procedures.
- Maintain an understanding of the programs and functions of the division and their relation to the City operation as a whole.
- Attend assigned commission meetings; take and transcribe minutes as needed; perform a variety of secretarial and clerical duties for the commission as needed.
- Prepare and distribute meeting notices and agendas; attend meetings and conferences to record proceedings or receive information; prepare and distribute comprehensive minutes of meetings and conferences.
- Originate and independently prepare material for the approval of the administrators.
- Open, sort and route mail; maintain a variety of confidential information, complex files and records.
- Maintain calendar for the administrators; schedule appointments, make travel and hotel arrangements as required.
- Order, receive, inventory, store and distribute office supplies and forms.
- Operate a variety of office machines and equipment, including computer terminal and electronic typewriter.
- Prepare and revise a variety of documents, reports, catalogs and other material including payroll as required.
- Plan and design publications, advertisements and artwork for various projects and events in the City.
- Produce PowerPoint presentations as needed for City Council, City Manager and other departments.
- Organize press conferences, plan and organize City special projects and events as needed.
- Act as Secretary to the Joint Powers Authority, Coachella/Indio Waste Transfer Station; attend and record meetings, prepare agenda and transcribe minutes.
- Train and provide work direction to clerical workers as assigned.
- Performs duties of a disaster services worker in event of an emergency.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Practices and methods of office management and administration, including the use of standard office equipment.
- Computer applications related to the work, including word processing, database, and spreadsheet applications.
- Applicable Federal, State, and local laws, codes, regulations, and policies, technical processes, and procedures related to the department to which assigned.
- Record keeping principles and procedures.
- Principles and practices of data collection and report preparation.
- Business letter writing and the standard format for reports and correspondence.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Modern office practices, methods, and computer equipment.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations, and the public.
- Techniques for providing a high level of customer service to public and City staff, in person and over the telephone.

Ability to:

- Maintain confidentiality and be discreet in handling and processing confidential information and data.

- Perform responsible administrative support work with accuracy, speed, and general supervision, and the use of tact and discretion.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Compose correspondence and reports independently or from brief instructions.
- Understand and carry out complex oral and written directions.
- Research, analyze, and summarize data and prepare accurate and logical written reports.
- Take minutes of meetings and conferences; operate dictation equipment and transcribe accurately.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Make accurate arithmetic, financial, and statistical computations.
- Train and provide work direction to clerical workers as assigned.
- Evaluation and develop improvements in operations, procedures, policies, or methods.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Operate and maintain modern office equipment, including computer equipment and specialized software applications programs.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

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

Equivalent to the completion of twelfth (12th) grade supplemented by specialized secretarial training and five (5) years of increasingly responsible secretarial experience, including at least one year of administrative or lead supervisory responsibilities. Experience in public relations, public communications or related government experience.

Licenses and Certifications:

Possession of a valid California class C driver's license with satisfactory driving record and automobile insurance.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 40 pounds.

ENVIRONMENTAL ELEMENTS

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

City of Coachella - Salary Schedule
Confidential Mid-Management Employees
July 1, 2024 - June 30, 2025 ***(5% COLA Effective July 1, 2024)***
(Revised by Council 07/26/23, Resolution No. 2023-30)

	Step	A	B	C	D	E	Performance Step (5%) "O"
Economic Development	h	60.14	63.15	66.31	69.62	73.10	76.76
Manager	m	10,424.47	10,945.69	11,492.98	12,067.63	12,671.01	13,304.56
Grade 38	a	125,093.65	131,348.34	137,915.75	144,811.54	152,052.12	159,654.72
Environmental/	h	46.42	48.74	51.18	53.74	56.42	59.24
Special Programs Manager	m	8,046.11	8,448.42	8,870.84	9,314.38	9,780.10	10,269.10
Grade 32	a	96,553.34	101,381.01	106,450.06	111,772.56	117,361.19	123,229.25
Executive Assistant	h	39.97	41.96	44.06	46.27	48.58	51.01
	m	6,927.48	7,273.85	7,637.54	8,019.42	8,420.39	8,841.41
Grade 17	a	83,129.72	87,286.20	91,650.51	96,233.04	101,044.69	106,096.92
Finance Manager	h	59.85	62.84	65.99	69.28	72.75	76.39
	m	10,374.08	10,892.79	11,437.43	12,009.30	12,609.76	13,240.25
Grade 37	a	124,488.99	130,713.44	137,249.11	144,111.56	151,317.14	158,883.00
Finance Services Supervisor	h	45.08	47.34	49.70	52.19	54.80	57.54
	m	7,814.32	8,205.04	8,615.29	9,046.05	9,498.36	9,973.28
Grade 34	a	93,771.87	98,460.46	103,383.48	108,552.66	113,980.29	119,679.30
Grants Manager	h	54.62	57.35	60.22	63.23	66.39	69.71
	m	9,467.08	9,940.43	10,437.46	10,959.33	11,507.30	12,082.66
Grade 24	a	113,604.97	119,285.22	125,249.48	131,511.95	138,087.55	144,991.93
Information Technology	h	67.18	70.54	74.06	77.76	81.65	85.74
Manager	m	11,643.88	12,226.08	12,837.38	13,479.25	14,153.21	14,860.87
Grade 40	a	139,726.61	146,712.94	154,048.59	161,751.02	169,838.57	178,330.50
Management Analyst	h	44.39	46.61	48.94	51.39	53.96	56.66
	m	7,694.97	8,079.71	8,483.70	8,907.88	9,353.28	9,820.94
Grade 14	a	92,339.59	96,956.57	101,804.40	106,894.62	112,239.35	117,851.31
Parks and Recreation Services	h	54.62	57.35	60.22	63.23	66.39	69.71
Manager	m	9,467.08	9,940.43	10,437.46	10,959.33	11,507.30	12,082.66
Grade 24	a	113,604.97	119,285.22	125,249.48	131,511.95	138,087.55	144,991.93
Parks Supervisor	h	45.08	47.34	49.70	52.19	54.80	57.54
	m	7,814.32	8,205.04	8,615.29	9,046.05	9,498.36	9,973.28
Grade 34	a	93,771.87	98,460.46	103,383.48	108,552.66	113,980.29	119,679.30
Permit Technician	h	37.07	38.92	40.87	42.91	45.06	47.31
	m	6,425.60	6,746.88	7,084.23	7,438.44	7,810.36	8,200.88
Grade 12	a	77,107.23	80,962.59	85,010.72	89,261.25	93,724.31	98,410.53
Planning Manager	h	71.86	75.46	79.23	83.19	87.35	91.72
	m	12,456.15	13,078.96	13,732.91	14,419.56	15,140.53	15,897.56
Grade 41	a	149,473.86	156,947.55	164,794.93	173,034.67	181,686.41	190,770.73

STAFF REPORT
11/13/2024

TO: Honorable Mayor and City Council Members

FROM: Gabriel Perez, Development Services Director

SUBJECT: 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

SPECIFICS: Resolution No. 2024-53 requesting the Riverside Local Agency Formation Commission 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 between the cities of Indio and Coachella and Resolution No. 2024-56 Adopting a Negative Declaration for EA No. 24-02.

STAFF RECOMMENDATION

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

- Adopt Resolution No. 2024-56 approving a Negative Declaration for EA No. 24-02 for the Western Annexation; and
- Adopt 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.

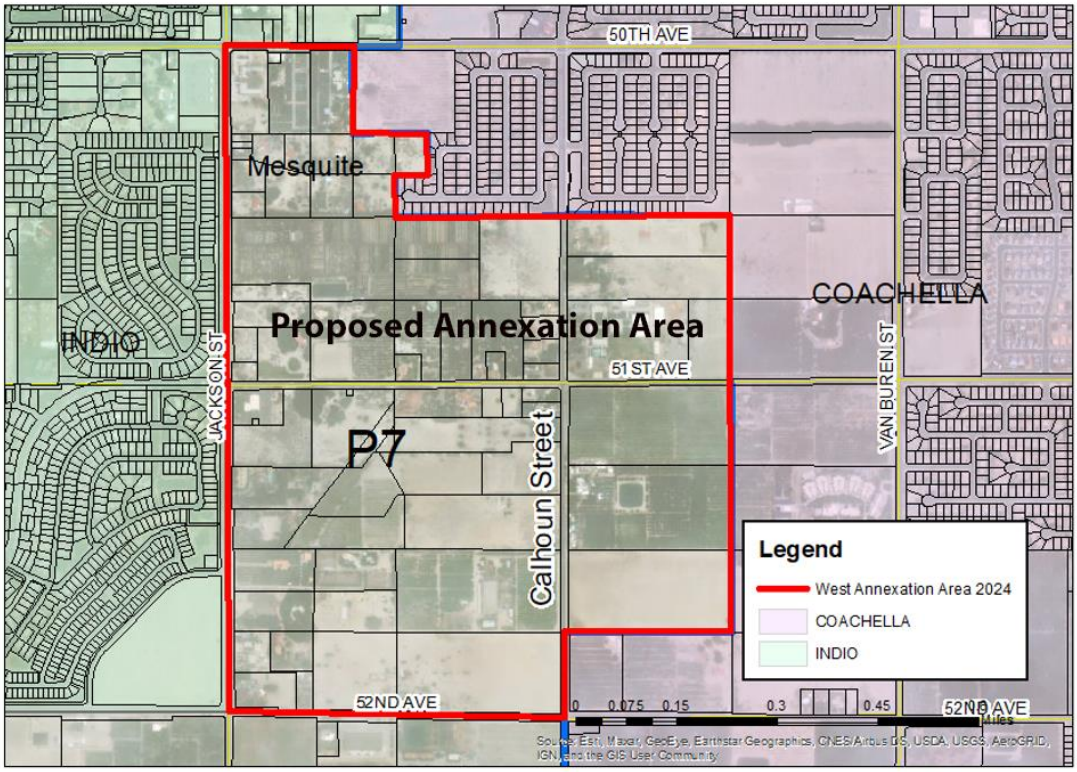
EXECUTIVE SUMMARY:

The City of Coachella has initiated the proposed annexation of the Pocket 7 (P7) and Mesquite areas that comprise approximately 388 acres located south of Avenue 50, north of Avenue 52, east of Jackson Street and east and west of Calhoun Street between the cities of Indio and Coachella as shown on Figure 1. The Riverside Local Agency Formation Commission (LAFCO) is the decision maker on the proposed annexation. LAFCO requires the City to adopt the resolution and negative declaration that has been prepared as part of the LAFCO application.

The area consists of a combination of vacant properties, agricultural uses, nurseries and single-family homes on large lots. Forest Lawn-Coachella is located at the NE corner of Avenue 52 and Jackson Street. The area also includes the Old Polo Estate and the Rancho 51 Date Garden event facilities. Other commercial uses include the Grand Paw Pet Resort located on Jackson Street and Loving All Animals Pet Adoption Center located on 51st Street, west of Calhoun Street. The

annexation area also includes the Imagine School Riverside County, located at the northeast corner of Avenue 51 and Calhoun. The Coachella Christian Church is located at the SE corner of Avenue 50 and Jackson Street. The project area also includes three parcels that are in Agricultural Preserves as shown on the exhibit below. The City of Indio is located adjacent to the subject area, west of Jackson Street and north of Avenue 50.

Figure 1: Proposed Annexation Area



BACKGROUND:

The above referenced area was added to the City's General Plan Planning area in 2023 through a General Plan Amendment and the P7 area was added to the City Sphere of Influence by LAFCO in March 2024. Pre-Zoning for P7 was approved by the City Council in October 2024. The Coachella General Plan designates the area as General Neighborhood, Estate Rancho, Rural Rancho and Suburban Retail with corresponding zoning as illustrated on Figure 3.

Discussion/Analysis

Surrounding land uses and zoning designations are as follows:

North: The area immediately north of the proposed annexation area is within the City of Indio and includes existing commercial, residential and agricultural lands. The Indio General Plan includes General Plan Land Use Designations of Suburban Residential-High and Neighborhood Center. The Suburban Residential High Designation allows a density

between 4-8 dwelling units per acre. The Neighborhood Center designation allows retail and commercial uses with a maximum floor area ratio of 0.5 and housing with a maximum density of 20 DU/AC.

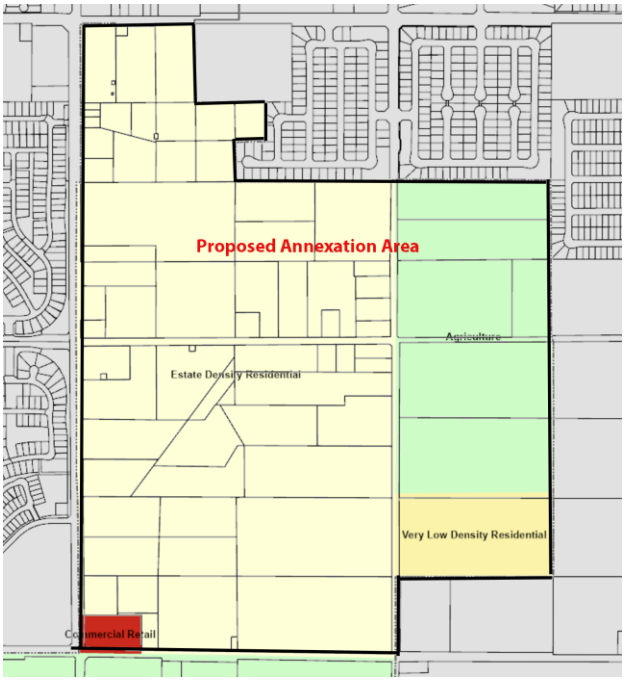
South: South of the subject area is unincorporated Riverside County that includes primarily agricultural lands with a General Plan designation of Agriculture and zoning of A-1-10 and A-1-20. (Light Agriculture-10 acre and 20-acre minimum lot sizes as shown on Figure 4.

East: East of the subject area across Calhoun Street are vacant properties within the unincorporated County. This area includes a City of Coachella General Plan designation and zoning of General Neighborhood.

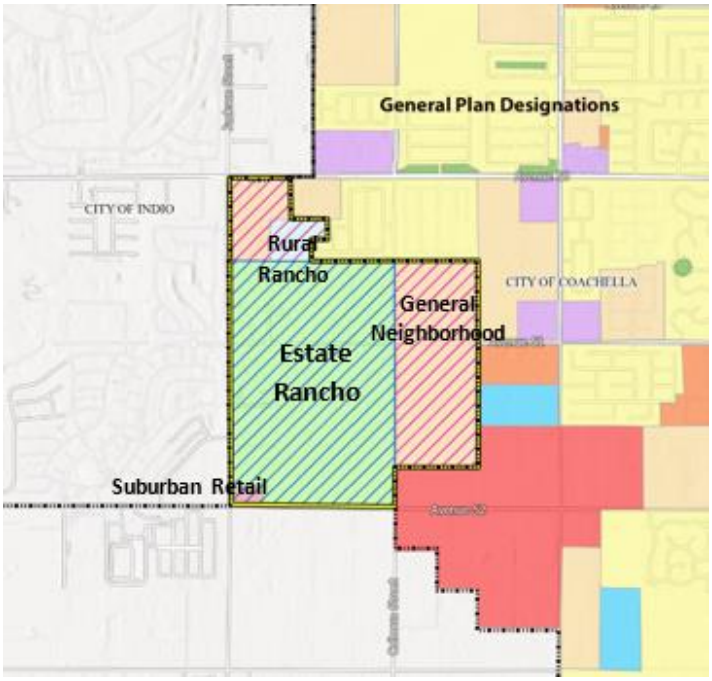
West: West of the subject area is the City of Indio and includes existing single family residential homes.

Consistency with the Riverside County and City of Coachella General Plans

Figure 2 and 3: County and City General Plan designations



County General Plan



City General Plan

Within Unincorporated Riverside County, General Plan land use designations include Agriculture, Very Low Density Residential, Estate Density Residential and Commercial Retail as shown on Figure 4.

Land use designations within the City of Coachella include General Neighborhood, Rural Rancho, Estate Rancho and the Suburban Retail land use designations. The Estate Rancho designation accommodates low intensity residential development in an estate or low-density suburban format.

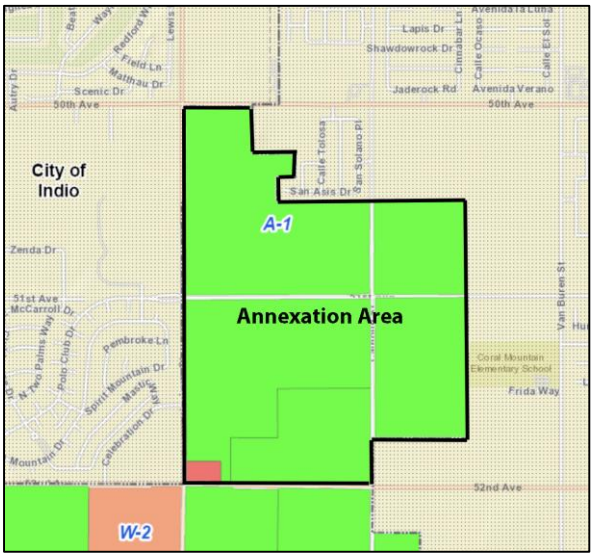
These areas are generally located on the outside edges of the City of Coachella and serve as a transition zone between more dense residential areas and the rural and agricultural landscape surrounding the City. The Estate Rancho land use designation was created in 2023 to match the existing County general plan designation because there was not a direct match for this density. Recent State legislation mandates that if there is a conflict in residential density between the General Plan and zoning, the higher density shall prevail (not necessarily the General Plan). The Estate Rancho designation allows up to 2.2 du/ac (1 unit per 20,000 square feet) while the existing County General Plan designation allows 0.5 du/ac. The City Estate Rancho designation would allow a density of 1.2 to 2 du/ac.

The Suburban Retail designation at the southeast corner of Avenue 52 and Jackson Street is intended to provide a concentration of retail business "large format" retailers in a setting that accommodates the parking requirements of such businesses. Allowed land uses for the Suburban Retail designation primarily include retail and services, sometimes with commercial uses on upper floors with a density of 0.35 to 1.0 FAR. This site currently exists as Forest Lawn-Coachella. The General Neighborhood designation allows residential densities between 8-25 dwelling units per acre and the Rural- Rancho land use designation permits densities between 1-2.5 dwelling units per acre.

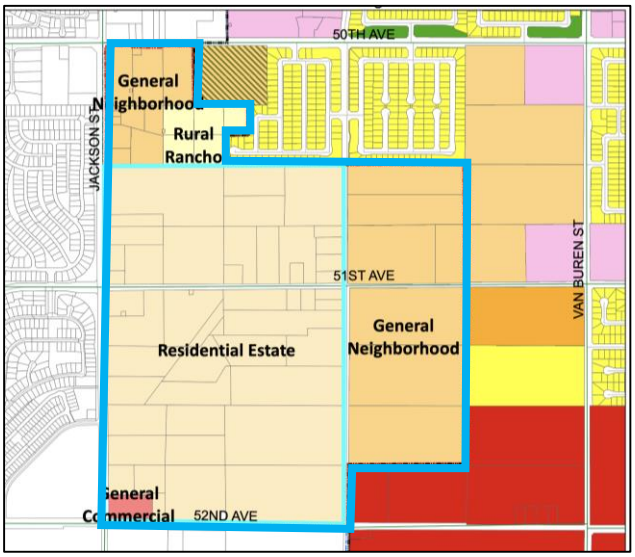
Zoning Consistency

Within unincorporated Riverside County zoning includes A-1, Light Agriculture, and CPS, Scenic Highway Commercial as illustrated on Figure 6. A-1 zoning provides for agricultural and residential land uses on a minimum 20,000 square foot lot size.

Figure 4 and 5: County Zoning and City Pre-Zoning



County Zoning



City Pre-Zoning

Pre-Zoning within the City includes Residential Estate, Rural Rancho, General Neighborhood and General Commercial zoning as shown on Figure 7.

Environmental Analysis

An Initial Study/Environmental Assessment was prepared for the proposed annexation. The initial study determined that there would be no environmental impacts resulting from the proposed annexation. 2 letters were submitted within the 30-day review period that ran from October 9, 2024, through November 8, 2024 and included in Attachment 5 from the Agua Caliente Band of Cahuilla Indians and California Department of Conservation. The California Department of Conservation letter identifies a concern of any farmland conversion for land under contract in the Williamson Act program for parcels along Avenue 52. Because the annexation is not proposing any farmland conversion, any future proposed conversion would be analyzed and processed at that time.

Correspondence

The City received one correspondence from a property owner in the Pocket 7 area stating their preference to remain in the unincorporated Riverside County.

FISCAL IMPACT:

The City would collect permitting and development impact fees as part of future development within the annexation area. Future development within the annexation area would be subject to the Coachella General Plan and Municipal Code. A fiscal impact analysis was prepared for the proposed annexation in Attachment 3, which concluded that the annexation would be revenue positive for the City. As such the project's long-term fiscal impacts will offset City services.

ALTERNATIVES:

1) Adopt Resolution No. 2024-56 (Negative Declaration) and Resolution No 2024-53 (Annexation Initiation).

2) Deny Resolutions 2024-56 and 2024-53.

3) Continue this item and provide staff with direction.

RECOMMENDED ALTERNATIVE(S):

Staff recommends that the City Council approve Alternative #1

Attachments:

1. Resolution No. 2024-56 Negative Declaration EA No. 24-02 Western Annexation Area
   Exhibit A – Negative Declaration
2. Resolution No. 2024-53 Annexation Initiation
   Exhibit A – Annexation Legal Description and Plat Map

3. Fiscal Impact Analysis
4. Plan of Services
5. Correspondence

RESOLUTION NO. 2024-56

A RESOLUTION OF THE COACHELLA CITY COUNCIL ADOPTING NEGATIVE DECLARATION (EA NO. 24-02) PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE CITY OF COACHELLA REQUEST TO THE RIVERSIDE LOCAL AGNECY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR A REORGANIZATION OF BOUNDARIES 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 TO THE CITY OF COACHELLA. APPLICANT: CITY-INITIATED

WHEREAS, the City of Coachella intends to pursue proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for a reorganization of boundaries described as follows: Annexation to the City of Coachella; Annexation to the Coachella Fire Protection District; Annexation to the Coachella Water Authority; Annexation to the Coachella Sanitary District; Detachment from Riverside County Service Area 125 (Thermal); Detachment from Riverside County Waste Resource Management District; Detachment from Coachella Valley Water District Service Area; and,

WHEREAS, the City completed Environmental Assessment/Initial Study No. 24-02 for the Proposed Project pursuant to the California Environmental Quality Act, as amended; and,

WHEREAS, based on this Environmental Assessment/Initial Study the City has determined that the Project will not have a significant impact on the environment and has prepared a Negative Declaration for this Project; and,

WHEREAS, a Notice of Intent to Adopt a Negative Declaration for the Project was posted with the County Clerk on October 9, 2024 and duly noticed and published in the Desert Sun Newspaper, a local newspaper of general circulation, on October 9, 2024; and,

WHEREAS, the proposed Negative was made available for a 30-day public review period commencing on Wednesday, October 9, 2024, ending on Friday, November 8, 2024; and,

WHEREAS, interested and concerned individuals and public agencies had the opportunity to review and comment on the proposed Negative Declaration; and,

WHEREAS, on November 13, 2024, the City Council held a duly noticed public hearing to review the proposed annexation request and the related environmental documents, at which time during the hearing members of the public were given an opportunity to testify regarding the Project; and

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

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

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein as findings of fact.

SECTION 2. Compliance with the California Environmental Quality Act. The City Council has reviewed and considered the information contained in the Negative Declaration, comments received, and other documents contained in the administrative record for the Project. The City Council finds adequacy in the CEQA documents and finds that the Negative Declaration contain a complete and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the City Council. The City Council find that the Negative Declaration, as shown in "Exhibit A" attached and made a part hereto, has been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Coachella's Local CEQA Guidelines.

SECTION 3. Findings on Environmental Impacts. Based on the whole record before it, including the Negative Declaration, Initial Study, the administrative record and all other written and oral evidence presented, the City Council finds that all environmental impacts of the Project are insignificant. The City Council finds that there is no substantial evidence in the administrative record supporting a fair argument that the annexation may result in any significant environmental impacts. The City Council find that the Negative Declaration contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the City Council.

SECTION 4. Wildlife Resources. Pursuant to Fish and Game Code Section 711.4(c), all project applicants and public agencies subject to CEQA shall pay a filing fee for each Proposed Project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a "no effect" finding is made by the California Department of Fish and Game. This fee is due and payable as a condition precedent to the County Clerk's filing of a Notice of Determination.

SECTION 5. Adoption of the Negative Declaration. The City Council hereby approves and adopts the Negative Declaration, Exhibit A, prepared for the annexation.

SECTION 6. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at Coachella Civic Center. City Clerk is the custodian of the record of proceedings.

SECTION 7. Execution of Resolution. The City of Coachella Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED APPROVED and ADOPTED this 13th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Steven A. Hernandez
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Carlos Campos
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2024-56 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 13th day of November 2024 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Delia Granados
Deputy City Clerk

INITIAL STUDY/ NEGATIVE DECLARATION

COACHELLA POCKET 7/MESQUITE ANNEXATION PROJECT

CITY OF COACHELLA

RIVERSIDE COUNTY, CALIFORNIA

Prepared for:

City of Coachella
53990 Enterprise Way
Coachella, California 92236
(760) 398-3502

Prepared by:

LSA Associates, Inc.
3111 E. Tahquitz Canyon Way, Suite 123
Palm Springs, California 92262
(760) 416-2075

LSA Project No. 20241763.01

October 2024

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LIST OF ABBREVIATIONS AND ACRONYMS

2015 Program EIR	2015 Coachella General Plan Update 2035 Environmental Impact Report
AB	Assembly Bill
AQMP	Air Quality Management Plan
Basin Plan	Colorado River Basin Water Quality Control Plan
CAP	Climate Action Plan
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CGPU	Coachella General Plan Update 2035
City	City of Coachella
CMC	Coachella Municipal Code
CRBRWQCB	Colorado River Basin Regional Water Quality Control Board
CVMSHCP	Coachella Valley Multiple Species Habitat Conservation Plan
CVUWMP	Coachella Valley Urban Water Management Plan
CVWD	Coachella Valley Water District
EIR	Environmental Impact Report
E-R	Estate Rancho
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
Form	Environmental Checklist Form
G-C	General Commercial
GHG	greenhouse gas

G-N	General Neighborhood
IS/MND	Initial Study/Mitigated Negative Declaration
LAFCO	Local Agency Formation Commission
MND	Mitigated Negative Declaration
MRZ	Mineral Resource Zone
NAHC	Native American Heritage Commission
ND	Negative Declaration
NPDES	National Pollutant Discharge Elimination System
O_3	ozone
P7	Planning Area Pocket 7
PM_{10}	particulate matter less than 10 microns in diameter
$PM_{2.5}$	particulate matter less than 2.5 microns in diameter
PRC	Public Resources Code
project	Coachella Pocket 7/Mesquite Annexation Project
R-R	Rural Rancho
RWQCB	Regional Water Quality Control Board
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCH	State Clearinghouse
SOI	Sphere of Influence
USC	United States Code
VMT	vehicle miles traveled

1.0 INTRODUCTION

1.1 PURPOSE AND SCOPE

The purpose of this Initial Study/Mitigated Negative Declaration (IS/MND) is to (1) describe the proposed Coachella Pocket 7/Mesquite Annexation Project (project), and (2) provide an evaluation of potential environmental effects associated with the project.

This IS/MND has been prepared pursuant to the California Environmental Quality Act (CEQA), as amended (Public Resources Code [PRC] §21000 et seq.) and in accordance with the *State CEQA Guidelines* (California Code of Regulations [CCR] §15000 et seq.). Consistent with *State CEQA Guidelines* Section 15071, this IS/MND includes a description of the proposed project, an evaluation of the potential environmental impacts associated with implementation of the proposed project, and findings from the environmental analysis.

Pursuant to Section 15367 of the *State CEQA Guidelines*, the City of Coachella (City) is the Lead Agency for the proposed project. The Lead Agency is the public agency that has the principal responsibility for carrying out or approving a project that may have a significant effect on the environment. The City, as the Lead Agency, has the authority for project approval and adoption or certification of the accompanying environmental documentation.

1.2 REGULATORY INFORMATION

This IS is based on an Environmental Checklist Form (Form), as suggested in Section 15063 (d) and Appendix G of the *State CEQA Guidelines*. An IS informs the decision-making body whether a project may have a significant effect on the environment. In accordance with the *State CEQA Guidelines*, Section 15064 (a)(1) states that an Environmental Impact Report (EIR) must be prepared if there is substantial evidence in light of the whole record that the project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A Negative Declaration (ND) may be prepared instead if the Lead Agency finds that there is no substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (*State CEQA Guidelines* Section 15371). According to *State CEQA Guidelines* Section 15070, a ND or *mitigated* ND shall be prepared for a project subject to CEQA when either:

1. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed project may have a significant effect on the environment, or
2. The IS identified potentially significant effects, but:
    a. Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed MND and IS is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and

b. There is no substantial evidence, in light of the whole record before the agency, that the proposed project as *revised* may have a significant effect on the environment.

1.3 DOCUMENT CONTENTS

This IS/MND contains four chapters. Chapter 1.0, Introduction, provides an overview of the project and the CEQA process. Chapter 2.0, Project Description, provides a detailed description of proposed project components and objectives. Chapter 3.0, Environmental Checklist, provides the Lead Agency's determination based upon this initial evaluation and presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible mitigation measures. If the project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less than significant level. Chapter 4.0, References, details the documents and reports this document relies upon to provide its analysis.

Chapter 3.0 provides analysis of the potential environmental effects of the proposed project for each of the following areas:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Mandatory Findings of Significance

1.4 CONTACT PERSON

The Lead Agency for the IS for the proposed project is the City. Any questions about the preparation of this IS, its assumptions, or its conclusions should be referred to the following:

Gabriel Perez, Development Services Director
City of Coachella
53990 Enterprise Way
Coachella, California 92236
(760) 398-3502
gperez@coachella.org

2.0 PROJECT DESCRIPTION

2.1 PROJECT SITE SETTING

The City of Coachella (City) is a desert community located at the eastern end of the Coachella Valley, in Riverside County, California. Settlement by non-Native Americans began in the mid-1800s, and Coachella slowly grew as it became connected with the rest of Southern California on the Southern Pacific Railroad. The Colorado River provided water for farming and irrigation. The Coachella Valley, including the City of Coachella, the City of Indio, and the unincorporated communities of Thermal and Mecca, is known for producing niche crops such as dates, grapes, lemons, oranges, avocados, figs, persimmons, and mangoes. Lastly, the Coachella Canal was one of the final milestones in the City of Coachella's development, as it contributed to dramatic growth, especially in the southern and eastern portions of the City. Today the City's agricultural wealth offers many jobs for people in the Coachella Valley; additional job types include manufacturing, construction, retail, and professional and management jobs.

2.2 PROJECT BACKGROUND

In April 2015, the City Council approved the Coachella General Plan Update 2035 (CGPU) document along with the Program Environmental Impact Report (EIR) (State Clearinghouse [SCH] No. 2009021007). In 2023, the City prepared an Addendum to the certified 2015 CGPU EIR (2015 Program EIR) to address the potential site-specific environmental impacts associated with the identification of CGPU land use designations for three areas that were evaluated as part of the CGPU Planning Area in the previously certified EIR but for which no CGPU land use designation was identified. One of the three areas analyzed in the Addendum was the area generally bounded by Jackson Street to the west, Avenue 51 to the north (at approximately 0.25 mile), Calhoun Street to the east, and Avenue 52 to the south. This area is known as Planning Area Pocket 7 (P7). Through a General Plan Amendment, General Plan land uses were identified for P7. The seven parcels east of P7 and the 21 parcels north of P7 are included in the City's Sphere of Influence (SOI), as identified in **Figure 2**.

The project site's regional location is identified in **Figure 1**. The approved General Plan land uses for the P7 area are Estate Rancho, Rural Rancho, General Neighborhood, and Suburban Retail District as shown in **Figure 2**. The Estate Rancho General Plan Land Use designation was established for this area for consistency with the Riverside County's Estate Density Residential General Plan designation. An Estate Rancho land use designation allows for a residential density of 1.02.2 dwelling units per acre and allows for single-family dwellings, limited agriculture, and animal keeping under the consistent Residential Estate (R-E) zoning district. A Suburban Retail general plan land use designation was applied to the Forest Lawn Coachella Valley parcel (Assessor's Parcel Number [APN] 779-350-009) with a maximum Floor Area Ratio of 1.0 and allows a range of local and regional serving retail uses with the consistent General Commercial zoning district.

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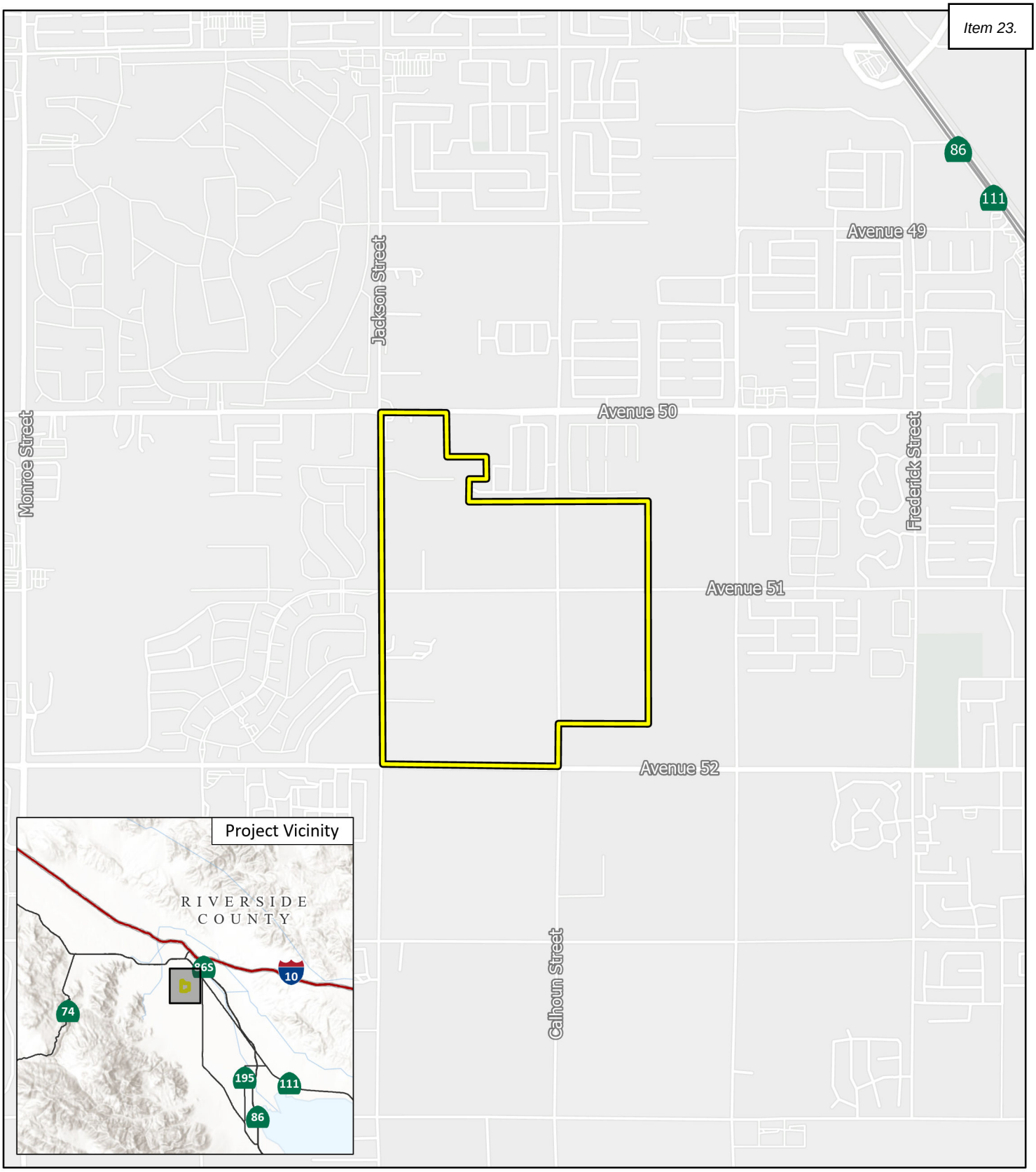

LSA

Project Site

FIGURE 1

N

0 1000 2000
FEET

SOURCE: Esri World Street Map (2023)

I:\2024\20241763\GIS\Pro\Coachella Pocket 7 Annexation Project\Coachella Pocket 7 t.aprx (9/27/2024)

Coachella Pocket 7/Mesquite Annexation Project

Regional Location

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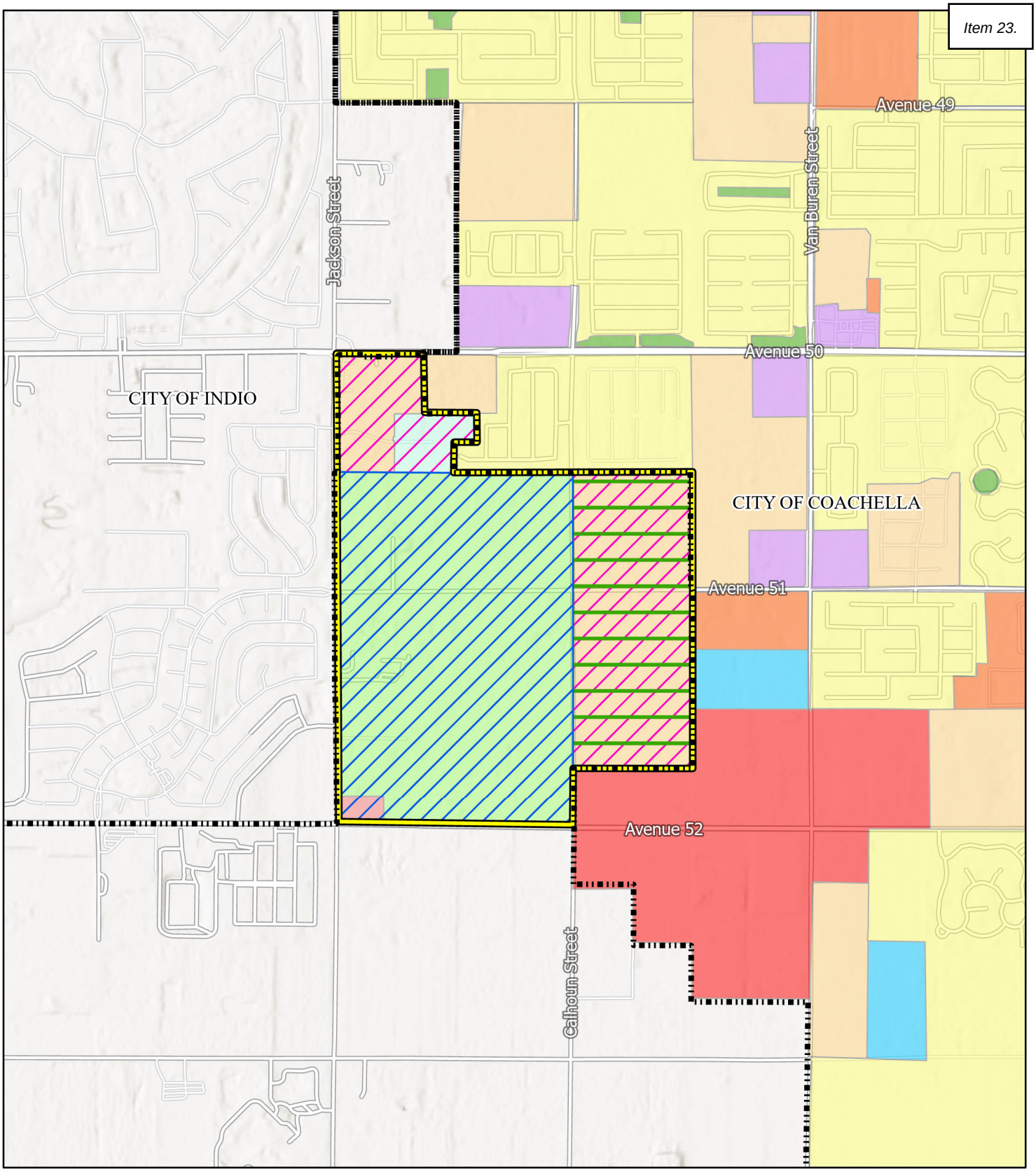

LSA

FIGURE 2

Project Site
Pocket 7 Boundary
Existing Sphere of Influence
Mesquite Area
City Boundaries

General Plan Land Use Designation
Estate Rancho
General Neighborhood
Neighborhood Center
Open Space
Regional Retail District
Rural Rancho
School
Suburban Retail District
Suburban Neighborhood
Urban Neighborhood

N

0 750 1500
FEET

Coachella Pocket 7/Mesquite Annexation Project

General Plan Land Use Designations

SOURCE: Esri World Terrain Basemap (2024); City of Coachella (2023)

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2.3 PROPOSED PROJECT

The proposed project, which is currently within the City's SOI or General Plan Planning Area, would annex 78 parcels and approximately 374 acres generally bounded by Jackson Street to the west, Avenue 50 to the north, Van Buren Street as the closest street to the east, and Avenue 52 to the south (project site), into the City of Coachella. Refer to **Figure 2** for a map identifying the proposed project site. A portion of this area, known as P7, was added to the City's General Plan Planning Area in 2023 through a General Plan Amendment. The northern and eastern portions of this area were previously included in the City's SOI and had land use overlays identified in the 2015 Certified General Plan EIR. **Figure 1** shows the regional location and project site for the proposed project. The Riverside Local Agency Formation Commission (LAFCO) is the approving agency for the proposed annexation and SOI update and is a responsible agency with regards to this environmental review pursuant to CEQA.

2.4 PROJECT APPROVALS

- This IS/ND is intended to serve as the CEQA document for all actions associated with the proposed project, including all discretionary approvals requested or required of the City to implement the project.

- The project may require approvals, permits, or authorization from other agencies classified as "Responsible Agencies" under CEQA. According to Section 15381 of the *State CEQA Guidelines*, a Responsible Agency is defined as a public agency other than the Lead Agency that will have discretionary approval power over the proposed project or some component of the project, including mitigation. Responsible Agencies are identified in **Table A**, Required Permits and Approvals.

Table A: Required Permits and Approvals

Permit/Approval	Permitting/Approving Agency	Permit/Approval Trigger
City Planning Commission	City of Coachella Planning Commission	Review and make recommendation to City Council
City Council	City of Coachella City Council	Review the recommendation by the Planning Commission
Riverside Local Agency Formation Commission (LAFCO) Application Packet	Riverside LAFCO	Annexation of land into the City and Sphere of Influence update

Source: Compiled by LSA (2024).

2.5 DOCUMENTS INCORPORATED BY REFERENCE

As permitted in Section 15150 of the *State CEQA Guidelines*, this IS/MND references several technical studies, analyses, and reports. Information from the documents that have been incorporated by reference has been briefly summarized in the appropriate section(s) of this IS/MND.

Documents incorporated by reference include, but are not limited to, the following:

- City of Coachella; General Plan Update 2035 (CGPU); and
- City of Coachella; General Plan Update 2035 (CGPU) EIR Addendum. July 2023.

- City of Coachella; 2015 CGPU Environmental Impact Report (2015 Program EIR), as amended.
- These documents are available for review at:

  City of Coachella
  Development Services Department
  53990 Enterprise Way
  Coachella, California 92236

  Hours: Monday–Thursday: 7:00 a.m. to 6:00 p.m.
  Friday: Closed

3.0 ENVIRONMENTAL CHECKLIST

3.1 ENVIRONMENTAL CHECKLIST FORM

Project Title:	Coachella Pocket 7/Mesquite Annexation Project
Lead Agency Name and Address:	City of Coachella 53990 Enterprise Way Coachella, California 92236
Contact Person: **Phone Number:** **Email:**	Gabriel Perez, Development Services Director (760) 398-3502 gperez@coachella.org
Project Location:	The project site is generally bounded by Jackson Street to the west, Avenue 50 to the north, Van Buren Street as the nearest major street to the east, and Avenue 50 to the south.
Project Sponsor's Name: **Address:**	City of Coachella 53990 Enterprise Way Coachella, California 92236
General Plan Designations:	According to the City of Coachella's (City) General Plan Land Use Map, the project site is designated Estate Rancho, Rural Rancho, General Neighborhood, and Suburban Retail District.
Zoning:	General Commercial (G-C), General Neighborhood (G-N), Estate Rancho (E-R), and Rural Rancho (R-R)

Description of Project: The proposed project would annex 78 parcels and approximately 374 acres, which are currently within the City's Sphere of Influence (SOI) or General Plan Planning Area, generally bounded by Jackson Street to the west, Avenue 50 to the north, Van Buren Street to the east, and Avenue 52 to the south. A portion of this area, known as P7, was added to the City's General Plan Planning Area in 2023 through a General Plan Amendment. The northern and eastern portions of this area were previously included in the City's SOI and had land use overlays identified in the 2015 Certified General Plan Environmental Impact Report (EIR). The Riverside Local Agency Formation Commission (LAFCO) is the approving agency for the proposed annexation and SOI update and is a responsible agency with regards to this environmental review pursuant to the California Environmental Quality Act (CEQA).

Surrounding Land Uses and Setting: The City of Coachella is a desert community located at the eastern end of the Coachella Valley, in Riverside County, California. The project area is surrounded by a variety of land uses including a general plan designated regional commercial district to the southeast, though no regional retail district uses currently exist, the Empire Polo Club to the south, and residential to the north and east, including general neighborhood, suburban neighborhood, and urban neighborhood. To the west of the project site, in the City of Indio, the land uses consist of residential uses at the Trilogy at the Polo Club Project Master Plan Area.

Other Public Agencies Whose Approval Is Required:

- City of Coachella Adoption of the IS/MND to allow for the annexation of the project site, currently within the City's SOI or the City's General Plan Planning Area (P7).
- Riverside Local Agency Formation Commission (LAFCO) Application for approval of annexation into City and SOI update.

Consultation with California Native American Tribes:

- Public Resources Code (PRC) Section 21080.3.1, et seq. (codification of Assembly Bill [AB] 52, 2013-14) requires that a Lead Agency, within 14 days of determining that it will undertake a project, must notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the project and inquire whether the Tribe wishes to initiate formal consultation. Tribes have 30 days from receipt of notification to request formal consultation. The Lead Agency then has 30 days to initiate the consultation, which then continues until the parties come to an agreement regarding necessary mitigation, agree that no mitigation is needed, or one or both parties determine that negotiation occurred in good faith, but no agreement will be made. The City originally sent letters with a written description of the project and maps depicting the project site to Native American contacts that had previously requested to be contacted by the City for potential consultation on May 22, 2024. When the Mesquite portion of the project site was added, the City sent follow-up letters to the Native American contacts on July 22, 2024. The City received three responses. The Mesa Grande Band of Mission Indians submitted a letter dated May 28, 2024, updating their contact information but did not comment on the project nor request consultation. The Agua Caliente Band of Cahuilla Indians and Twenty-Nine Palms Band of Mission Indians submitted letters, dated August 20, 2024, and July 12, 2024, respectively, requesting no further consultation. Therefore, the AB 52 consultation process has concluded and is considered completed as of August 20, 2024.

3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

3.3 DETERMINATION (TO BE COMPLETED BY THE LEAD AGENCY)

On the basis of this initial evaluation:

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Gabriel Perez Digitally signed by Gabriel Perez DN: C=US, E=gperez@coachella.org, O=City of Coachella, OU=Planning Division - Development Services Dept, CN=Gabriel Perez Date: 2024.10.07 12:54:08-07'00'

Signature

10/7/24

Date

Gabriel Perez Development Services Director

Print Name and Title

City of Coachella

Lead Agency

3.4 EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a Lead Agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off site as well as on site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the Lead Agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The Lead Agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

5. Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

    a. Earlier Analysis Used. Identify and state where they are available for review.

    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead Agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans and zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and Lead Agencies are free to use different formats; however, Lead Agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9. The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

3.5 ENVIRONMENTAL ANALYSIS

This section is intended to provide evidence to substantiate the conclusions set forth in the Environmental Checklist. The section will discuss whether or not the proposed project would result in significant environmental impacts.

3.5.1 Aesthetics

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d. Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	☐	☐	☐	☒

3.5.1.1 Impact Analysis

a. Would the project have a substantial adverse effect on a scenic vista?

No Impact. A scenic vista is the view of an area that is visually or aesthetically pleasing from a certain vantage point. It is usually viewed from some distance away. Aesthetic components of a scenic vista include (1) scenic quality, (2) sensitivity level, and (3) view access. A scenic vista can be impacted in two ways: a development project can have visual impacts by either directly diminishing the scenic quality of the vista or by blocking the view corridors or "vista" of the scenic resource. Important factors in determining whether a proposed project would block scenic vistas include the project's proposed height, mass, and location relative to surrounding land uses and travel corridors.

The City of Coachella (City) has views of major geographic features in the region including the Santa Rosa Mountains to the southwest, the Mecca Hills to the south, and the Indio Hills to the north. Because of the relatively flat topography of the proposed Coachella Pocket 7/Mesquite Annexation project site, all of these features are at least partially visible from portions of the proposed project site, which consist of residential land uses and agricultural fields. Several golf courses including the Indian Palms Club and Resort and the Plantation Golf Club are located within 1 mile of the project site. However, there are no scenic views of the golf courses from the project site because of the distance from these resources and intervening land uses.

Existing and historic land uses within the project site consist primarily of agricultural, single-family residential, and commercial land uses. The project site also contains the Forest Lawn Coachella Valley Mortuary, several Rancho Community Event Facilities, the Imagine Schools Riverside County. ~~and a campground.~~ The project site mainly consists of developed and disturbed lands. The project site has partial, distant vistas of mountains to the southwest, north, and east. No development or construction plans are planned as part of the proposed project; therefore, the proposed project would not introduce features that would affect a scenic vista. Any future development on the project site would

be subject to the Coachella General Plan Update 2035 (CGPU) policies and requirements of the City's Zoning Code. Therefore, no impact would occur with implementation of the proposed project.

b. Would the project substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a State scenic highway?

No Impact. No portions of the project site are adjacent to or within view of a State scenic highway, and, therefore, implementation of the proposed project would not result in any impacts to scenic resources within a State scenic highway. The nearest State scenic highway, State Highway 74, is approximately 13 miles west of the project site. The project site consists of developed and disturbed lands, and does not contain any prominent scenic resources, aside from common ornamental trees associated with existing residential developments. No development or construction plans are planned as part of the proposed project; therefore, the proposed project would not introduce features that would affect or damage a scenic resource within a State scenic highway.

Any future development on the project site would be subject to CGPU policies and requirements of the City's Zoning Code.[1] Therefore, no impact would occur with implementation of the proposed project.

c. Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. The project site is in a non-urbanized (suburban) area, and because no development or construction is planned as part of the proposed project, no features would be introduced with implementation of the proposed project that would degrade the existing visual character or quality from public vantage points. Any future development on the project site would be subject to CGPU policies and requirements of the City's Zoning Code. There are no components of the proposed annexation and SOI update that would degrade the existing visual character. Therefore, no impact would occur with implementation of the proposed project.

d. Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?

No Impact. No development or construction plans are planned as part of the proposed project. Any future development on the project site would be subject to lighting requirements in the City's Zoning Code and policies within the CGPU, which would limit light and glare impacts. Additionally, the project site would continue to be designated for non-industrial land uses, which are not associated with the generation of substantial amounts of light or glare. Therefore, the proposed project would not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area, and no impact would occur.

[1] California Department of Transportation (Caltrans). Scenic Highways, California State Scenic Highways. Website: https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways (accessed September 7, 2024).

3.5.2 Agricultural Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection (CAL FIRE) regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

3.5.2.1 Impact Analysis

a. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resource Agency, to non-agricultural use?

No Impact. According to the California Department of Conservation's California Important Farmland Finder Map, the Coachella Pocket 7/Mesquite Annexation project site includes Prime Farmland, Farmland of Local Importance, Urban and Built-Up Land, and Other Land;[2] however, no development or construction plans are planned as part of the proposed project. Future development on the project site would be similar in nature to development planned in the Coachella General Plan Update 2035

[2] California Department of Conservation. 2020. California Important Farmland Finder Map. Website: https://maps.conservation.ca.gov/DLRP/CIFF/ (accessed June 16, 2024).

(CGPU), and the proposed annexation would not convert lands to non-agricultural use that are not already planned for such conversion by the CGPU. Any future development on the project site would be subject to CGPU policies and requirements of the City's Zoning Code. Therefore, the proposed project would not result in impacts related to Prime Farmland, Unique Farmland, and Farmland of Local Importance.

b. Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?

No Impact. The project site includes land zoned for agricultural uses and land that is under a Williamson Act contract. Three parcels (Assessor's Parcel Numbers [APNs] 779-350-005, 779-350-006, and 779-350-011) located at the southeast corner of Planning Area Pocket 7 (P7), are under Coachella Valley Agricultural Preserve No. 29.[3] However, no development or construction plans are planned as part of the proposed project, and any future development on the project site would be similar in nature to development that already is planned by the CGPU. Any future development on the project site would be subject to CGPU policies and requirements of the City's Zoning Code, and any future development that would require cancellation of Williamson Act contracts would be required to undergo the nonrenewal process. Because no development plans or changes in land use are proposed, the proposed project would not directly conflict with existing zoning for agricultural uses or conflict with a Williamson Act contract, and no impact would occur.

c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Public Resources Code Section 51104(g)?

No Impact. The project site is not zoned for and does not include forest land or timberland. Therefore, no impact on forest land or timberland would occur.

d. Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The project site does not include forest land. Therefore, no impact on forest land would occur.

e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland to non-agricultural use?

No Impact. No development or construction is planned as part of the proposed project. The proposed project would not directly result in the conversion of any farmland to non-agricultural uses. Any future development on the project site would be subject to CGPU policies and requirements of the City's Zoning Code. Therefore, because the proposed project does not include development or construction, the proposed project would not involve other changes in the existing environment that could result in conversion of farmland to non-agricultural use, and no impact would occur.

[3] County of Riverside. n.d. ArcGIS Map Viewer. Website: https://countyofriverside.maps.arcgis.com/apps/mapviewer/index.html (accessed October 3, 2024).

3.5.3 Air Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

3.5.3.1 Impact Analysis

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

No Impact. The project site is located within the City of Coachella, which is part of the South Coast Air Basin, which includes all of Orange County and portions of Los Angeles, Riverside, and San Bernardino Counties. Air quality within the South Coast Air Basin is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). SCAQMD and the Southern California Association of Governments (SCAG) adopted the 2022 Air Quality Management Plan (AQMP)[4] in December 2022.

Consistency with the 2022 AQMP for the Basin would be achieved if a project is consistent with the goals, objectives, and assumptions in the respective plan to achieve the federal and State air quality standards. Per the SCAQMD *CEQA Air Quality Handbook* (April 1993), there are two main indicators of a project's consistency with the applicable AQMP: (1) whether the project would increase the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the 2022 AQMP; and (2) whether the project would exceed the 2022 AQMP's assumptions for 2037 or yearly increments based on the year of project buildout and phasing.

The proposed project would not result in short-term construction and long-term operational pollutant emissions that exceed any emissions thresholds established by SCAQMD because the proposed project does not include development or construction plans. Therefore, the project would not result in an increase in the frequency or severity of an air quality standards violation or cause a new air quality standards violation and the proposed project would be consistent with the first criterion.

The SCAQMD *CEQA Air Quality Handbook* indicates that consistency with AQMP growth assumptions must be analyzed for new or amended General Plan elements, Specific Plans, and significant projects.

[4] South Coast Air Quality Management District (SCAQMD). 2022. 2022 Air Quality Management Plan. Website: http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan (accessed June 16, 2024).

Significant projects include airports, electrical generating facilities, petroleum and gas refineries, designation of oil drilling districts, water ports, solid waste disposal sites, and offshore drilling facilities; therefore, the proposed project is not defined as significant. In addition, the City has determined that the project does not require a General Plan or Specific Plan Amendment. Therefore, the proposed project would be consistent with the second criterion.

No development or construction is planned as part of the proposed project. Any future development within the project site would be subject to compliance with all applicable requirements of the AQMP and CGPU policies. Based on the consistency analysis presented above, the proposed project would not conflict with or obstruct the implementation of the regional AQMP, and no impact would occur.

b. Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?

No Impact. The proposed project is a part of the South Coast Air Basin, which is currently designated as non-attainment by federal standards for ozone (O_3) and particulate matter less than 2.5 microns in diameter ($PM_{2.5}$) and non-attainment by State standards for O_3, particulate matter less than 10 microns in diameter (PM_{10}), and $PM_{2.5}$. Continued use of the proposed project parcels is anticipated, and no development or construction is planned as part of the proposed project that would result in increased air quality emissions above existing conditions. Any future development on the project site would be subject to all applicable requirements of CGPU policies and the SCAQMD. Because the proposed project would not include development or construction, the proposed project would not violate any air quality standards or contribute substantially to an existing or projected air quality violation, and no impact would occur.

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

No Impact. Continued use of the proposed project parcels is anticipated, and no construction or development is planned as part of the proposed project. No future development would be allowed with approval of the proposed project that is not already planned by the CGPU or allowed based on the City's Zoning Code. Additionally, a portion of the project area is designated Estate Rancho, which accommodates low-intensity residential development. Any future development within the project site, which would have the potential to emit odors due to construction equipment and activities, would be subject to SCAQMD requirements such as Rule 402 (Nuisance), which requires that a person shall not discharge air contaminants or other materials that would cause health or safety hazards to any considerable number of persons or the public. Residential uses allowed are not associated with the generation of substantial pollutant concentrations or a large amount of truck traffic. Any future development on the project site would be subject to all applicable requirements of CGPU policies and the SCAQMD. The proposed project would not expose sensitive receptors to substantial pollutant concentrations, and no impact would occur.

d. Would the project result in other emissions such as those leading to odors adversely affecting a substantial number of people?

No Impact. No construction or development is planned as part of the proposed project, and no future development would be allowed with approval of the proposed project that is not already planned by the CGPU or allowed based on the City's Zoning Code. Future development within the project site

would have the potential to emit odors due to construction equipment and activities. Any future development within the project site would be subject to SCAQMD requirements such as Rule 402 (Nuisance), which requires that a person shall not discharge air contaminants or other materials that would cause health or safety hazards to any considerable number of persons or the public. Because the proposed project does not include changes in land use or construction activities, the proposed project would not result in any emissions or odors, and no impact would occur.

3.5.4 Biological Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

3.5.4.1 Impact Analysis

a. Would the project have a substantial adverse effect, either directly or indirectly or through habitat modification, on any species identified as a candidate, sensitive, or special status in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. The City of Coachella (City) has habitat that supports sensitive species including sandy dunes, areas where vegetation is sparse and ground is sandy, grasslands, and agriculture lands. Although the project site includes agricultural lands, including Williamson Act farmlands as discussed in Section 3.5.2 above, which may support sensitive or special-status plant or animal species, no development or construction is planned as part of the proposed project. Therefore, the proposed project would not directly result in any impacts to sensitive or special-status plant or animal species. Any future development on the project site would be subject to Coachella General Plan Update 2035 (CGPU) policies and all applicable federal, State, and local regulations protecting sensitive or special-status animal or plant species. Therefore, because the proposed project does not include development or construction, the proposed project would not result in impacts to sensitive or special-status plant or animal species.

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

No Impact. Riparian habitat occurs in very limited amounts north of the City along the Whitewater River. There are no other sensitive habitats within the City's Planning Area. Under existing conditions, the project site comprises a mixture of residentially developed and commercially developed parcels, parcels subject to agricultural uses, vacant/disturbed parcels, the Forest Lawn Coachella Valley, and the Imagine Schools Riverside County. Based on a review of aerial imagery, no suitable riparian habitat or other sensitive natural community is present on the project site. No development or construction would occur as part of the proposed project. Any future development on the project site would be subject to CGPU policies and all applicable federal, State, and local regulations protecting riparian habitat or other sensitive natural communities. Therefore, the proposed project would not directly result in any impacts to riparian habitat or other sensitive natural communities, and no impact would occur.

c. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. According to the United States Fish and Wildlife Service's (USFWS) Wetlands Mapper,[5] the project site does not contain any federally protected wetlands. The project site is located entirely outside of streambeds, banks, and riparian habitat. Although development may occur within the project site in the future, development would be similar in nature to what is planned by the CGPU and allowed by the City's Zoning Code. Any future development on the project site would be subject to CGPU policies and applicable permits from the United States Army Corps of Engineers, the Regional Water Quality Control Board (RWQCB), and/or the California Department of Fish and Wildlife (CDFW). Therefore, because the proposed project does not include development or construction, the proposed project would not directly result in any impacts to State or federally protected wetlands.

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native or resident migratory wildlife corridors, or impeded the use of native wildlife nursery sites?

No Impact. The City's Planning Area contains undeveloped agricultural and open space that is available for use by migratory species. The project site includes agricultural lands, including Williamson Act farmlands as discussed in Section 3.5.2 above, which support migratory wildlife corridors. However, no development or construction is planned as part of the proposed project. Also, the existing condition of the project site includes roadways and fencing surrounding and within the project site that would potentially obstruct wildlife movement. Therefore, the proposed project would not directly interfere with existing wildlife movement or nursery sites. Any future development on the project site would be subject to CGPU policies aimed at preserving sensitive wildlife corridors, agriculture, and open space to ensure minimal impact on sensitive species, including the habitat of migratory species. Therefore, because the proposed project does not include development or

[5] United States Fish and Wildlife Service (USFWS). n.d. Wetlands Mapper. Website: https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper (accessed June 16, 2024).

construction, no impact to migratory wildlife corridors or native wildlife nursery sites would occur with implementation of the proposed project.

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The Coachella Municipal Code (CMC) does not include ordinances requiring tree preservation and/or protection. No development or construction is planned as part of the proposed project. Therefore, the proposed project would not directly conflict with any local policies or ordinances protecting biological resources. Any future development on the project site would be subject to CGPU policies aimed at protecting biological resources. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

f. Would the project conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?

Less Than Significant Impact. The City and its SOI are located within the area for the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The CVMSHCP identifies sensitive and endangered species and habitats in the Coachella Valley and works to preserve and protect natural habitats. The CVMSHCP identifies land that contains sensitive habitats in specific planning areas and sets to allocate these lands as undevelopable to prevent harm to sensitive or endangered species. Based on the CVMSHCP list of sensitive species, there are few sensitive or threatened species expected to occur within the City and its SOI. As shown in Figure 4.3-3: Active and Proposed MSHCP Conservation Areas near the General Plan Planning Area, of the 2015 CGPU Environmental Impact Report (2015 Program EIR),[6] the project site is not within a CVMSHCP Conservation Area.

No development or construction is planned as part of the proposed project. Therefore, the proposed project would not directly conflict with any local policies or ordinances protecting biological resources. Any future development on the project site would be subject to CGPU policies and CVMSHCP reviews, aimed at protecting biological resources. Therefore, potential impacts from implementation of the proposed project would be less than significant.

[6] City of Coachella. 2014b. *General Plan Update Final EIR,* Figure 4.3-3: Active and Proposed MSHCP Conservation Areas near the General Plan Planning Area. October.

3.5.5 Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

3.5.5.1 Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

No Impact. Archaeological resources are located throughout the City of Coachella (City). Due to the abundance of cultural resources, the City has an existing ordinance (Section 15.48.190) to prevent destruction of or impact to historical resources. Historic resources within the City are protected through federal and State regulations that prevent the removal or destruction of any historic resources within the Planning Area. No development or construction is planned as part of the proposed project. Any future development on the project site would be subject to existing regulations that prevent the removal or destruction of historic resources including the Title 17 of the Coachella Municipal Code (CMC), federal and State regulations, and policies included in the Coachella General Plan Update 2035 (CGPU). Therefore, because the proposed project does not include development or construction, no impact to historical resources would occur with implementation of the proposed project.

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

No Impact. The Mecca Hills, Thermal Canyon, and washes north of Thermal Canyon have sites of archaeologically significant trails, mining sites, and other artifacts from previous settlements. Possible sites are also located along land west of the Whitewater River, and within the Downtown core of the City. The project site consists of suburban, agricultural, and suburban retain land uses. Given the current and historic land uses and soil turnover from agricultural land uses, the potential for archaeological resources to occur in the project site soils would be low. No development or construction is planned as part of the proposed project. Any future development on the project site would be subject to existing regulations that prevent the removal or destruction of archaeological resources including federal and State regulations and policies included in the CGPU. Therefore, because the proposed project does not include development or construction, no impact to archaeological resources would occur with implementation of the proposed project.

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

No Impact. No development or construction is planned as part of the proposed project, and therefore, there is no potential for disturbance of human remains. Any future development on the project site would be subject to the Native American Graves Protection and Repatriation Act (25 United States Code [USC] 3001) and Sections 7050.5 and 7052 of the California Health and Safety Code. Therefore, because the proposed project does not include development or construction, no impact to human remains would occur with implementation of the proposed project.

3.5.6 Energy

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
b. Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

3.5.6.1 Impact Analysis

a. Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction?

No Impact. Continued use of the proposed project parcels is anticipated, and no development or construction is planned as part of the proposed project. Therefore, there is no potential for the wasteful or inefficient consumption of energy resources. Any future development on the project site would be subject to existing policies in the Coachella General Plan Update 2035 (CGPU), the California Building Code, and the City of Coachella's (City) Climate Action Plan (CAP) aimed at encouraging energy efficiency. Therefore, because the proposed project does not include development or construction, no impact related to inefficient use of energy would occur with implementation of the proposed project.

b. Would the project conflict with or obstruct a State or local plan for renewable energy resources or energy efficiency?

No Impact. Continued use of the proposed project parcels is anticipated, and no development or construction is planned as part of the proposed project. Therefore, there is no potential for conflict with a plan for renewable energy resources or energy efficiency. Any future development on the project site would be subject to existing policies in the CGPU, the California Building Code, and the City's CAP aimed at encouraging energy efficiency. Therefore, because the proposed project does not include development or construction, no impact related to conflict with renewable energy plans would occur with implementation of the proposed project.

3.5.7 Geology and Soils

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☐	☒
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv. Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or unique geologic feature?	☐	☐	☐	☒

3.5.7.1 Impact Analysis

a. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidences of known fault? (Refer to Division of Mines and Geological Special Publication 42.)

No Impact. According to Figure 4.5-3: Faults and Fault Zones, of the 2015 Coachella General Plan Update 2035 Environmental Impact Report (2015 Program EIR),[7] the project site is not located within an Alquist-Priolo Earthquake Fault Zone. However, according to the California Geological Survey's California Earthquake Hazards Zone Application, the project site is located approximately 3.8 miles southwest of the San Andreas Fault.[8] Although future development within the project site would be

[7] City of Coachella. 2014c. *General Plan Update Final EIR,* Figure 4.5-3: Faults and Fault Zones. October.

[8] California Geological Survey. 2021. California Earthquake Hazards Zone Application. Website: https://www.conservation.ca.gov/cgs/geohazards/eq-zapp (accessed June 17, 2024).

subject to potential rupture of known earthquake faults, no development or construction is planned as part of the proposed project. Therefore, there is no potential for the proposed project to indirectly or directly cause adverse effects related to rupture of a known fault. Any future development on the project site would be subject to existing policies in the Coachella General Plan Update 2035 (CGPU) and the California Building Code that would address safety concerns pertaining to rupture of a known fault. Therefore, because the proposed project does not include development or construction, no impact related to potential rupture of known earthquake faults would occur with implementation of the proposed project.

ii. Strong seismic ground shaking?

No Impact. The proposed project is located within an area that is at high risk for ground shaking during a seismic event. However, no development or construction is proposed with the proposed project. Any future development on the project site would be subject to existing construction regulations and guidelines, including the California Building Code, and policies within the CGPU that would address safety concerns pertaining to seismic ground shaking. Therefore, no impact related to strong seismic ground shaking would occur with implementation of the proposed project.

iii. Seismic-related ground failure, including liquefaction?

No Impact. As shown on Figure 4.5-5: Liquefaction Risk, of the 2015 Program EIR,[9] the project site is located within a high liquefaction susceptibility zone. However, no development or construction is proposed with the proposed project. Any future development on the project site would be subject to existing construction regulations and guidelines, including the California Building Code and the Seismic Hazards Mapping Act, and policies within the CGPU that would address safety concerns pertaining to liquefaction, including preparation of site-specific geologic or soils investigations and implementation of project-specific measures, as necessary. Therefore, no impact related to liquefaction would occur with implementation of the proposed project.

iv. Landslides?

No Impact. As shown on Figure 4.5-6: Landslide Risk, of the 2015 Program EIR,[10] the project site is not located within a high landslide risk zone. Due to the flat topography of the project site, landslide risk within or adjacent to the project site is low. No development or construction is proposed with the proposed project. Any future development on the project site would be subject to existing construction regulations and guidelines, including the California Building Code and the Seismic Hazards Mapping Act, and policies within the CGPU that would address safety concerns pertaining to landslides. Therefore, no impact related to landslides would occur with implementation of the proposed project.

b. Would the project result in substantial soil erosion or the loss of topsoil?

No Impact. Portions of the project site are located within a high-to-very-high erosion potential area, as shown in Figure 4.5-8: Erosion Potential, of the 2015 Program EIR.[11] However, no development or

[9] City of Coachella. 2014d. *General Plan Update Final EIR,* Figure 4.5-5: Liquefaction Risk. October.
[10] City of Coachella. 2014e. *General Plan Update Final EIR,* Figure 4.5-6: Landslide Risk. October.
[11] City of Coachella. 2014f. *General Plan Update Final EIR,* Figure 4.5-8: Erosion Potential. October.

construction is planned as part of the proposed project. Any future development on the project site would be subject to existing regulatory requirements for both temporary and permanent erosion control including the preparation, approval, and implementation of a Stormwater Pollution Prevention Plan, best management practices, and CGPU policies that would address potential erosion impacts. Therefore, because the proposed project does not include development or construction, no impact related to erosion would occur with implementation of the proposed project.

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslides, lateral spreading, subsidence, liquefaction, or collapse?

No Impact. Land subsidence is the gradual, local settling or shrinking of the earth's surface with little or no horizontal motion. During very large earthquakes, it is possible for subsidence or seismically induced settlement to occur in loose granular soils in flat or gently sloped portions of areas as the result of intense ground shaking.

The City's Planning Area, including the project site, is considered to have active subsidence. However, no development or construction is planned as part of the proposed project. Any future development on the project site would be required to undergo geotechnical and engineering geological investigations that address site-specific geologic hazards at the project site as stipulated by the CGPU. Therefore, because the proposed project does not include development or construction, no impact related to unstable soils would occur with implementation of the proposed project.

d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating direct or indirect substantial risks to life or property?

No Impact. The City's Planning Area is subject to potential expansive soil hazards in the vicinity of the Thermal Airport and along the Southern Pacific Railroad tracks, approximately 3 miles southeast and 1.25 miles northeast of the project site, respectively. Soils derived from weathering of consolidated sedimentary rocks in the Mecca Hills in and around the San Andreas Fault Zone are also considered to have a moderate expansion potential. The project site is not located in the vicinity of these areas and there is a low risk for the presence of expansion soils. No development or construction is planned as part of the proposed project. Any future development on the project site would be required to prepare a site-specific geotechnical investigation, implement site-specific recommendations, and be subject to the California Building Code, which contains minimum requirements for construction on expansive soil. Therefore, because the proposed project does not include development or construction, no impact related to expansive soils would occur with implementation of the proposed project.

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. No portion of the project site is within an existing sewer service area, and no development or construction is planned as part of the proposed project. Any future development on the project site requiring new septic systems would be required to follow the standards of the Riverside County Environmental Health Department, and the City's Engineering Department would review and approve

proposals for consistency with regulatory requirements. Therefore, because the proposed project does not include development or construction, no impact to septic or alternative wastewater disposal systems would occur with implementation of the proposed project.

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. The project site is located within the western portion of the City's Planning Area. The western and southern portions of the Planning Area have a low sensitivity, or probability, for having paleontological resources. No development or construction is planned as part of the proposed project. Any future development on the project site would be subject to existing regulations that prevent the removal or destruction of paleontological resources including federal and State regulations and policies included in the CGPU. Therefore, because the proposed project does not include development or construction, no impact to paleontological resources would occur with implementation of the proposed project.

3.5.8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

3.5.8.1 Impact Analysis

a. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

No Impact. Potential sources of greenhouse gas (GHG) emissions include internal combustion vehicle use, gas-powered construction equipment, heating and cooling systems, and gas-powered landscaping equipment, among others. These sources of GHG emissions are present under existing conditions on the project site. Continued use of the proposed project parcels is anticipated, and no development or construction is planned as part of the proposed project. Therefore, there is no potential for direct or indirect generation of GHG emissions. Any future development on the project site would be subject to existing policies in the Coachella General Plan Update 2035 (CGPU) aimed at limiting vehicle use and energy consumption to reduce GHG emissions. Therefore, because the proposed project does not include development or construction, no impact related to generation of GHG emissions would occur with implementation of the proposed project.

b. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. No development or construction is planned as part of the proposed project, and therefore, there is no potential to conflict with an applicable plan, policy, or regulation related to GHG emissions. Any future development on the project site would be subject to existing policies in the CGPU aimed at reducing GHG emissions. Therefore, because the proposed project does not include development or construction, no impact related to conflicts with plans, policies, or regulations adopted for the purpose of reducing GHG emissions would occur with implementation of the proposed project.

3.5.9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

3.5.9.1 Impact Analysis

a. Would the project create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials?

No Impact. Potential sources of hazardous materials include, but are not limited to, fuel spills and agricultural chemical use such as pesticides. Continued use of the proposed project parcels is anticipated, and no development or construction is planned as part of the proposed project. Therefore, there is no potential for transport, use, or disposal of hazardous materials. Any future development on the project site that would require transportation of hazardous materials would be subject to existing regulations and the City of Coachella's (City) Coachella General Plan Update 2035 (CGPU) policies requiring safe transport, ongoing vehicle inspections, State licensing of transporters, and effective response to spills. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

No Impact. The land uses associated with the existing project site (agricultural, residential, and commercial) do not require the extensive use of hazardous materials. Although pesticides may be used in limited quantities on the agricultural land uses within the project site, the limited size and capacity of these uses within the project site limit the risk of accidental release of hazardous materials within or adjacent to the project site. Within the project site, the most likely occurrence of hazardous materials release would occur at a small scale associated with domestic or commercial uses or potential use of pesticides. No development or construction is planned as part of the proposed project, and therefore, there is no potential for release of hazardous materials. Any future development on the project site would be subject to existing State and federal regulations governing the safe use, storage, disposal, and cleanup of hazardous waste. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. The project site includes the Imagine Schools Riverside County. Additionally, Coral Mountain Academy Elementary School is within 0.25 mile of the project site. However, no development or construction is planned as part of the proposed project, and therefore, there is no potential for release of hazardous materials near schools. Any future development on the project site would be subject to existing CGPU policies that include development constraints for land uses that could release emissions near schools. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

d. Would the project be located on site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. There are no registered sites containing hazardous materials pursuant to Government Code Section 65962.5 within the project site.[12] No development or construction is planned as part of the proposed project. Any future development on the project site would be subject to the Safety Element policies of the CGPU that address strategies to prevent negative environmental impacts of hazardous material sites. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

[12] California Department of Toxic Substances Control (DTSC). 2023. *Hazardous Waste and Substances Site List.* Website: https://www.envirostor.dtsc.ca.gov/public/search.asp?cmd=search&reporttype=CORTESE&site_type=CSITES,OPEN,FUDS,CLOSE&status=ACT,BKLG,COM&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST (accessed June 17, 2024).

e. For a project located within an airport land use plan or where such a plan has not been adopted within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact. As shown in Figure 4.6-1: General Plan Land Use Map with Airport Compatibility Zone, of the 2015 CGPU Environmental Impact Report (2015 Program EIR),[13] no portion of the proposed project is located within the Airport Compatibility Zones of the Thermal Airport. The project site is not within 2 miles of an airport. Therefore, no impact related to airport land uses would occur with implementation of the proposed project.

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The City's Emergency Operations Plan identifies high risk areas within the City and its vicinity for various emergencies (e.g., floods, fires, and earthquake damage) and identifies plans to address large-scale emergencies within the City (e.g., evacuations).[14] The project site and vicinity are included in the City's emergency operations plan. Continued use of the proposed project parcels is anticipated, and no development or construction is planned as part of the proposed project. Therefore, there is no potential for impairment of an adopted emergency response plan or evacuation plan. Any future development on the project site would be required to comply with existing emergency response plans and would be subject to policies in the CGPU aimed at preventing the interference with any plans and addressing hazards. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

No Impact. The project site is not located within a State Responsibility Area and has not been designated as a High or Very High Fire Hazard Severity Zone.[15] No development or construction is planned as part of the proposed project, and therefore, the proposed project would not result in risk of wildland fires. Any future development on the project site would be subject to existing CGPU policies that aim to protect structures, open space, and population from wildland fires. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

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13 City of Coachella. 2014i. *General Plan Update Final EIR*, Figure 4.6-1: General Plan Land Use Map with Airport Compatibility Zone. October.

14 City of Coachella. 2021. Emergency Operations Plan. October. Website: https://mccmeetingspublic.blob.core.usgovcloudapi.net/coachelaca-meet-9f8743b89337475fb6aa79c328ed82c4/ITEM-Attachment-001-161f355d346b474ca9e536bdf5ca124e.pdf (accessed September 6, 2024).

15 California Department of Forestry and Fire Protection (CAL FIRE). 2022. *Riverside County State Responsibility Area Fire Hazard Severity Zones*. November 21. Website: https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones/fire-hazard-severity-zones-maps (accessed June 24, 2024).

3.5.10 Hydrology and Water Quality

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☐	☒
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on or off site?	☐	☐	☐	☒
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site?	☐	☐	☐	☒
iii. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
iv. Impede or redirect flood flows?	☐	☐	☐	☒
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

3.5.10.1 Impact Analysis

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

No Impact. The project area falls under the jurisdiction of the Regional Water Quality Control Board's (RWQCB) Colorado River Basin Water Quality Control Plan (Basin Plan).[16] The project site currently conforms to the Basin Plan's water quality standards. Because the proposed project does not include any development or construction, no change to the project site's conformity to these standards would occur. The groundwater supply for the Planning Area comes from the Whitewater River Basin. The Lower Whitewater River Basin water is pulled by the Coachella Valley Water District (CVWD) and allocated to various jurisdictions including the City of Coachella (City). The Lower Whitewater River Basin currently meets demands of the project site, and expected water demands associated with the project site represent a small proportion of the overall groundwater capacity.[17] No development or construction is planned as part of the proposed project, and therefore, the proposed project would

[16] California Regional Water Quality Control Board (RWQCB). Water Quality Control Plan for the Colorado River Basin Region. 2019. Website: https://www.waterboards.ca.gov/coloradoriver/water_issues/programs/basin_planning/docs/2020/rb7bp_e2019.pdf (accessed September 8, 2024).

[17] City of Coachella. 2014a. *General Plan Update Final EIR*. October.

not have the potential to violate water quality standards or waste discharge requirements. Any future development on the project site would be subject to existing federal, State, and local water quality regulations and policies within the CGPU that are structured to preserve and protect water quality, including the Basin Plan. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede substantial groundwater management of the basin?

No Impact. As noted above, the groundwater supply for the Planning Area comes from the Whitewater River Basin. The Lower Whitewater River Basin water is extracted by the CVWD and allocated to various jurisdictions including the City of Coachella. The Lower Whitewater River Basin currently meets demands of the project site, and expected water demands associated with the project site represent a small proportion of the overall groundwater capacity. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to decrease groundwater supplies or groundwater recharge. Any future development on the project site would be subject to water supply and conservation policies included in the Coachella General Plan Update 2035 (CGPU) and Coachella Valley Urban Water Management Plan (CVUWMP) and would be required to demonstrate that sufficient water supply would be available to serve future projects. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

c. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i. Result in substantial erosion or siltation on or off site?

No Impact. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to result in erosion or siltation. Any future development on the project site would be subject to existing federal, State, and local regulatory requirements including the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Program, Streambed Alteration Agreements, and policies that address erosion impacts included in the CGPU. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site?

No Impact. The project site lies outside the Federal Emergency Management Agency (FEMA) 100-year floodplain. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to substantially increase the rate or amount of surface runoff in a manner that would result in flooding. Any future development on the project site would be required to assess site drainage patterns prior to construction as to not disrupt existing drainage patterns and would be subject to existing policies included in the CGPU that address potential impacts from drainage changes. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

iii. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

No Impact. The project site is located more than 2 miles from the Whitewater Storm Channel, located on the north and east sides of the City of Coachella. Stormwater from the project site is channeled through the stormwater system along adjacent roadways, through the City of Coachella and eventually into the stormwater channel. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to create or contribute runoff water. Any future development on the project site would be subject to existing federal, State, and local regulations that address impacts of polluted runoff and stress on the existing drainage system including the Clean Water Act, the Porter-Cologne Water Quality Control Act, RWQCB Plans, the NPDES Program, and policies included in the CGPU. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

iv. Impede or redirect flood flows?

No Impact. The project site is not located within a FEMA designated 100-year floodplain. According to the FEMA Flood Insurance Rate Map (FIRM) No. 06065C2262H, the project site is located within Zone X.[18] Zone X is designated as an area determined to be outside the 500-year floodplain. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to impede or redirect flood flows. Any future development on the project site would be subject to existing federal, State, and local regulations that address impacts of polluted runoff and stress on the existing drainage system including the Clean Water Act, the Porter-Cologne Water Quality Control Act, RWQCB Plans, the NPDES Program, and policies within the CGPU. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

d. Would the project result in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No Impact. As shown in Figure 4.7-2: Flood Hazards, of the 2015 CGPU Environmental Impact Report (2015 Program EIR),[19] the project site contains moderate and low risk flood zones. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to result in flood hazard, tsunami, or seiche zones. Any future development on the project site would be subject to policies within the CGPU. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. The City's wastewater treatment facilities are managed by the Coachella Sanitary District and are under the purview of the Colorado River Basin Regional Water Quality Control Board

[18] Federal Emergency Management Agency (FEMA). 2018. National Flood Hazard Layer FIRMette. Website: https://msc.fema.gov/portal/home (accessed June 24, 2024).

[19] City of Coachella. 2014h. *General Plan Update Final EIR,* Figure 4.7-2: Flood Hazards. October.

(CRBRWQCB). This includes the project site, despite the project site not having connection to sewer services. In order for wastewater treatment facilities to be in operation, they must comply with all requirements of the CRBRWQCB with annual reporting to monitor treatment practices. Wastewater treatment demands resulting from implementation of the CGPU must comply with requirements set forth in the CRBRWQCB. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to impact groundwater. Any future development on the project site would be subject to water supply and conservation policies included in the CGPU and the RWQCB's Colorado River Basin Water Quality Control Plan (Basin Plan). Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

3.5.11 Land Use and Planning

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

3.5.11.1 Impact Analysis

a. Would the project physically divide an established community?

No Impact. The project site, under current conditions, is dominated by suburban and agricultural land uses. The project site is surrounded by existing roadways including Jackson Street, Avenue 50, Avenue 51, Calhoun Street, and Avenue 52. Through implementation of the proposed project, no new transportation corridors or road closures are proposed. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to physically divide an established community. Land uses designated for the project site in the Coachella General Plan Update 2035 (CGPU) and the City of Coachella's (City) Zoning Code would remain. Any future development would be subject to policies in the CGPU and the City's Zoning Code. Therefore, because the proposed project does not include development or construction, no community division impact would occur with implementation of the proposed project.

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The General Plan identifies Land Use Policy 1.2 - Annexation. This policy allows the annexation of new land into the City when at least 60 percent of the land within the City limits is built with urban uses or permanently preserved open space.

The proposed project involves the annexation of parcels currently under the jurisdiction of the County of Riverside General Plan. The lands involved in the proposed project would continue to be used for agricultural, suburban residential, and suburban retail purposes, and implementation of the proposed project would not change current land uses. If utilities (e.g., sewer lines) were extended to serve the project site in the future, that action would be subject to project-level environmental analysis required under CEQA. Therefore, the proposed project would not significantly conflict with any land use plan, policy, or regulation in terms of environmental effects. There would be no impact.

3.5.12 Mineral Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?	☐	☐	☐	☒
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

3.5.12.1 Impact Analysis

a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

No Impact. No portion of the proposed project site is used for mining operations or is located within an area classified as Mineral Resource Zone (MRZ) 2 (MRZ-2), as shown in Figure 4.5-9: Mineral Resources, of the 2015 Coachella General Plan Update 2035 Environmental Impact Report (2015 Program EIR)[20] and Figure 4.12.1: Mineral Resource Areas, of the County of Riverside General Plan Environmental Impact Report (EIR).[21] No development or construction is planned as part of the proposed project, and therefore, the proposed project would not result in the loss of a known mineral resource. Any future development on the project site would be subject to State regulations and policies within the Coachella General Plan Update 2035 (CGPU) that protect mineral resources and serve to prevent the loss of availability of a known mineral resource. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. As discussed in Section 3.5.12(a) above, the proposed project would have no impact on mineral resources. Any future development on the project site would be subject to State regulations and policies within the CGPU that protect mineral resources. Therefore, no impact would occur with implementation of the proposed project.

[20] City of Coachella. 2014h. *General Plan Update Final EIR,* Figure 4.5-9: Mineral Resources. October.

[21] County of Riverside. 2003. *Riverside County General Plan Final Program EIR,* Figure 4.12.1: Mineral Resource Areas.

3.5.13 Noise

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

3.5.13.1 Impact Analysis

a. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

No Impact. The project site is bordered on all sides by roadways including Jackson Street to the west, Avenue 52 to the south, Avenues 50 and 51 at the north end of the project site, and Van Buren Street as the closest major street to the east, though the project site is not bounded by it. These roadways are major sources of noise in the project site vicinity. Agricultural land uses within and adjacent to the project site also produce occasional noise from equipment on site. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to result in increased noise levels. Any future development on the project site would be subject to existing Coachella General Plan Update 2035 (CGPU) goals and policies that would ensure development would not expose noise-sensitive receptors to noise levels in excess of the City of Coachella's (City) standards. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

No Impact. Groundborne vibration can occur from a variety of sources, including heavy equipment movement and ground disturbing activities such as earthmoving and pile driving. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not have the potential to result in vibration. Any future development on the project site would be subject to existing Coachella Municipal Code (CMC) requirements related to noise and vibration in addition to existing CGPU policies. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. As discussed in Sections 3.5.13(a) and 3.5.13(b), the proposed project does not include development or construction, and therefore, would not result in noise or vibration. Additionally, the project site is not within 2 miles of an airport. Therefore, no impact would occur with implementation of the proposed project.

3.5.14 Population and Housing

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

3.5.14.1 Impact Analysis

a. Would the project induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?

No Impact. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not result in population growth. Any future development on the project site would be subject to existing Coachella General Plan Update 2035 (CGPU) policies, California Environmental Quality Act (CEQA) review at the project level, and the City of Coachella's (City) Zoning Code. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not result in displacement of people or housing. Any future development on the project site would be subject to existing CGPU policies, CEQA review at the project level, and the City's Zoning Code. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

3.5.15 Public Services

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☐	☒
ii. Police protection?	☐	☐	☐	☒
iii. Schools?	☐	☐	☐	☒
iv. Parks?	☐	☐	☐	☒
v. Other public facilities?	☐	☐	☐	☒

3.5.15.1 Impact Analysis

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i. Fire Protection?
ii. Police Protection?
iii. Schools?
iv. Parks?
v. Other Public Facilities?

No Impact. The Riverside County Fire Department serves the unincorporated areas of Riverside County and the City of Coachella (City). The fire station closest to the project site is Station 79, located at 1377 Sixth Street, which provides fire suppression and emergency medical services.[22] The Riverside County Sheriff's Department is contracted to provide law enforcement services through the City Police Department and the police station within the City is located at 86625 Airport Boulevard.[23] Additionally, the project site is within the Coachella Valley Unified School District boundary. Coral Mountain Academy, within the Coachella Valley Unified School District, is located adjacent to the project site and the Imagine Schools Riverside County, within the Riverside County Office of Education

[22] City of Coachella. n.d-b. Fire Department. Website: https://www.coachella.org/departments/fire-department (accessed June 24, 2024).

[23] City of Coachella. n.d-c. Police Department. Website: https://www.coachella.org/departments/police-department (accessed June 24, 2024).

District, is located within the project site. Bagdouma Park is the closest park to the project site, approximately 1 mile east.[24]

No development or construction is planned as part of the proposed project. The project site is within the City's SOI or within the General Plan Planning Area (P7) and will continue to be served by the existing services. The proposed project would not require additional fire and police protection or necessitate the construction of schools, parks, or other public facilities. Any future development on the project site would be subject to existing policies in the Coachella General Plan Update 2035 (CGPU) aimed at improving public services. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

[24] City of Coachella. n.d-a. Bagdouma Park. Website: https://www.coachella.org/residents/parks-and-recreation (accessed June 26, 2024).

3.5.16 Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

3.5.16.1 Impact Analysis

a. Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. The proposed project would not change any existing land uses within the project site. No development or construction is planned as part of the proposed project, and the proposed project would not alter the land uses within the project site. The proposed project would not result in any new development, so no increase in population or increased use of existing recreational facilities would occur. There are no parks within the project site. The closest park to the project site is Bagdouma park, located approximately 1 mile east of the project site. No General Plan land use designation or zoning designation changes are proposed. Therefore, the proposed project would not increase the use of the existing campground or parks or other recreational facilities. Any future development of the project site would be subject to policies outlined in the Coachella General Plan Update 2035 (CGPU) aimed at maintaining existing park facilities or contributing to new park facilities, including Mello-Roos, which would require a separate California Environmental Quality Act (CEQA) evaluation. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

b. Would the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?

No Impact. No development or construction is planned as part of the proposed project, and the proposed project does not include recreational facilities or require the construction or expansion of recreational facilities. Any future development of the project site would be subject to policies outlined in the CGPU aimed at maintaining existing park facilities or contributing to new park facilities, including Mello-Roos, which would require a separate CEQA evaluation. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

3.5.17 Transportation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b. Conflict or be inconsistent with *CEQA Guidelines* Section 15064.3, Subdivision (b)?	☐	☐	☐	☒
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d. Result in inadequate emergency access?	☐	☐	☐	☒

3.5.17.1 Impact Analysis

a. Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

No Impact. The City of Coachella's (City) General Plan Mobility Element identifies the City's transportation network, including roadways within and adjacent to the project site. No development or construction is planned as part of the proposed project, and the proposed project would not conflict with the City's General Plan Mobility Element. The General Plan Mobility Element goals include complete streets with a balanced mobility system, traffic calming, improving the pedestrian network, a bicycle trail network, transit supportive development network, sustainable transportation, an ongoing monitoring system, and regional connectivity. The proposed project would not conflict with any of these goals. Any future development of the project site would be subject to policies outlined in the Coachella General Plan Update 2035 (CGPU) and would require CEQA evaluation to evaluate potential impacts related to vehicle miles traveled (VMT). Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

b. Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, Subdivision (b)?

No Impact. Section 15064.3 of the *State CEQA Guidelines* codifies that project-related transportation impacts are typically best measured by evaluating the project's VMT. However, because the proposed project does not include development or construction, a VMT analysis is not required. Any future development of the project site would be subject to policies outlined in the CGPU. Therefore, no impact would occur with implementation of the proposed project.

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. No development or construction is planned as part of the proposed project, and therefore, it would not increase hazards due to a design feature or incompatible use. Any future development

of the project site would be subject to policies outlined in the CGPU. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

d. Would the project result in inadequate emergency access?

No Impact. No development or construction is planned as part of the proposed project, and therefore, it would not result in inadequate emergency access. Emergency access to the project site would remain the same as existing conditions. Any future development of the project site would be subject to policies outlined in the CGPU. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

3.5.18 Tribal Cultural Resources

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Or	☐	☐	☐	☒
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

3.5.18.1 Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k)

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Impact. Consultation was undertaken with the Native American Heritage Commission (NAHC) concerning sacred land listings for the project site. An information request letter was delivered to the NAHC. The NAHC responded indicating that a search of their Sacred Lands File was negative. The consultation list from the NAHC included the following tribes:

- Agua Caliente Band of Cahuilla Mission Indians
- Augustine Band of Cahuilla Mission Indians
- Cabazon Band of Mission Indians

- Cahuilla Band of Indians
- Campo Band of Diegueno Mission Indians
- Ewiiaapaayp Band of Kumeyaay Indians
- La Posta Band of Diegueno Mission Indians
- Los Coyotes Band of Cahuilla and Cupeño Indians
- Manzanita Band of Kumeyaay Nation
- Mesa Grande Band of Diegueno Mission Indians
- Morongo Band of Mission Indians
- Quechan Tribe of the Fort Yuma Reservation
- Ramona Band of Cahuilla Indians
- Santa Rosa Band of Cahuilla Indians
- Soboba Band of Luiseno Indians
- Torres-Martinez Desert Cahuilla Indians
- Twenty-Nine Palms Band of Mission Indians

Letters were sent to the above listed tribes on May 22, 2024, and again on July 22, 2024, when the Mesquite portion of the project site was added. Mesa Grande Band of Mission Indians responded on May 28, 2024, providing updated contact information but did not comment on the project nor request consultation. The City received letters from the Agua Caliente Band of Mission Indians and Twenty-Nine Palms Band of Mission Indians on August 20, 2024, and July 12, 2024, respectively, requesting no further consultation. In summary, no requests for tribal consultation were received in response to Native American outreach.

3.5.19 Utilities and Service Systems

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e. Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

3.5.19.1 Impact Analysis

a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

No Impact. No development or construction is proposed with the project, and therefore, the proposed project would not require relocation or construction of utility facilities. Any future development on the project site would be subject to plan checks and project-specific California Environmental Quality Act (CEQA) reviews that would evaluate the individual project's infrastructure needs and impacts. Therefore, no impact would occur with implementation of the proposed project.

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

No Impact. As discussed in Section 3.5.10 above, the groundwater supply for the project site comes from the Whitewater River Basin. The Lower Whitewater River Basin water is extracted by the Coachella Valley Water District (CVWD) and allocated to various jurisdictions including the City of Coachella (City). The Lower Whitewater River Basin currently meets demands of the project site, and expected water demands associated with the project site represent a small proportion of the overall groundwater capacity. No development or construction is proposed with the proposed project, and therefore, the proposed project would not require water supplies. Any growth that would occur from the implementation of the proposed project would be consistent with previous projections as the project does not propose any changes to land use or density. Additionally, future development would be subject to existing policies in the CGPU and CVWD's Coachella Valley Water Management Plan

aimed at maintaining sufficient water supply. Therefore, no impact would occur with implementation of the proposed project.

c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact. As discussed above in Section 3.5.10, the City's wastewater treatment facilities are managed by the Coachella Sanitary District and are under the Colorado River Basin Regional Water Quality Control Board (CRBRWQCB). In order for wastewater treatment facilities to be in operation, they must comply with all requirements of the CRBRWQCB with annual reporting to monitor treatment practices. Wastewater treatment demands resulting from implementation of the Coachella General Plan Update 2035 (CGPU) must comply with requirements set forth in the CRBRWQCB. No development or construction is proposed with the proposed project, and therefore, the proposed project would not require changes to wastewater treatment facilities. Any growth that would occur from the implementation of the proposed project would be consistent with previous projections as the project does not propose any changes to land use or density. Additionally, future development would be subject to existing policies in the CGPU aimed at maintaining service from existing and planned wastewater treatment facilities. Therefore, no impact would occur with implementation of the proposed project.

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact. Prior analysis under the 2015 CGPU Environmental Impact Report (2015 Program EIR) determined that development consistent with the CGPU would increase the Planning Area's population from approximately 40,000 currently, to 135,000 by 2035. This would include the project site. Solid waste generated under the CGPU could reach 131,800 tons per year by 2035, equating to roughly 360 tons per day. The Coachella Valley Transfer Station, which receives and transfers waste from the City of Coachella and the City of Indio, currently receives an average of 328 tons of waste per day and has a capacity of 1,100 tons of waste per day. Based on these metrics, there is capacity for any additional waste generated by the project site, though no additional waste is anticipated with implementation of the proposed project. No development or construction is proposed with the proposed project, and therefore, the proposed project would not directly result in significant changes to landfill services or capacity in the City. Any future development would be subject to existing policies in the CGPU aimed at maintaining landfill services. Therefore, no impact would occur with implementation of the proposed project.

e. Would the project comply with federal, State, and local management and reduction statutes and regulations related to solid waste?

No Impact. Policies identified in the Infrastructure and Public Services Element of the CGPU (Policies 5.1 through 5.16) outline measures to reduce impacts to landfill services and capacity in the City. No development or construction is proposed with the proposed project, and therefore, the proposed project would not directly result in any activities or development that would conflict with federal, State, or local statutes related to solid waste generation in the City. Any future development would be subject to existing policies in the CGPU and all federal, State, and local statutes. Therefore, no impact would occur with implementation of the proposed project.

3.5.20 Wildfire

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

3.5.20.1 Impact Analysis

a. Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact. The project site is not located within a State Responsibility Area and has not been designated as a High or Very High Fire Hazard Severity Zone.[25] As discussed above in Section 3.5.9, the City of Coachella's (City) Emergency Operations Plan identifies high risk areas within the City and its vicinity for various emergencies, including wildfires, and identifies plans to address large-scale emergencies within the City, including evacuations.[26] The project site and vicinity are included in the City's emergency operations plan. No development or construction is planned as part of the proposed project, and therefore, there is no potential for impairment of an adopted emergency response plan or evacuation plan. Any future development on the project site would be required to comply with existing emergency response plans and would be subject to policies in the Coachella General Plan Update 2035 (CGPU) aimed at preventing the interference with any plans and addressing hazards. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

[25] California Department of Forestry and Fire Protection (CAL FIRE). 2022. *Riverside County State Responsibility Area Fire Hazard Severity Zones*. November 21. Website: https://osfm.fire.ca.gov/media/uk1pvwva/fhsz_county_sra_11x17_2022_riverside_ada.pdf (accessed June 17, 2024).

[26] City of Coachella. 2021. Emergency Operations Plan. October. Website: https://mccmeetingspublic.blob.core.usgovcloudapi.net/coachelaca-meet-9f8743b89337475fb6aa79c328ed82c4/ITEM-Attachment-001-161f355d346b474ca9e536bdf5ca124e.pdf (accessed September 6, 2024).

b. Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. The project site is not located within a State Responsibility Area and has not been designated as a High or Very High Fire Hazard Severity Zone.[27] However, the natural landscapes and agriculture lands adjacent to urban development in the Planning Area present urban-wildland interface areas at risk of wildfires. No development or construction is planned as part of the proposed project, and therefore, the proposed project would not exacerbate wildfire risks. Any future development on the project site would be subject to existing CGPU policies that aim to protect structures, open space, and population from wildland fires. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

c. Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact. As discussed in Section 3.5.20(b), the project site includes agricultural areas that present an urban-wildland interface and could be at risk of wildfires. However, no development or construction is planned as part of the proposed project, and therefore, the proposed project would not require installation or maintenance of infrastructure related to fire risk. Any future development on the project site would be subject to existing CGPU policies that aim to protect structures, open space, and population from wildland fires. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

d. Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The topography of the surrounding areas and entire project site is relatively flat. No development or construction is planned as part of the proposed project, and therefore, given the level topography on site, the proposed project would not expose people or structures to significant risks from flooding or landslides, post-fire slope instability, or drainage changes. Any future development on the project site would be subject to existing CGPU policies that aim to protect structures, open space, and population from wildland fires. Therefore, because the proposed project does not include development or construction, no impact would occur with implementation of the proposed project.

[27] California Department of Forestry and Fire Protection (CAL FIRE). 2022. Riverside County State Responsibility Area Fire Hazard Severity Zones. November 21. Website: https://osfm.fire.ca.gov/media/uk1pvwva/ fhsz_county_sra_11x17_2022_riverside_ada.pdf (accessed June 17, 2024).

3.5.21 Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☐	☒
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

3.5.21.1 Impact Analysis

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

No Impact. As articulated in Section 3.5.4, Biological Resources, the proposed project would not impact any fish or wildlife species or associated habitat. The proposed project does not include construction or development, and therefore, would have no impact on biological resources. Because the proposed project does not include development or construction, the proposed project would not eliminate important examples of the major periods of California history or prehistory. Any future development on the project site would be subject to existing state, federal, and local regulations regarding biological and cultural resources. Therefore, because the proposed project does not include development or construction, the proposed project would not result in cumulatively considerable impacts.

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerate" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

No Impact. No development or construction is planned as part of the proposed project. As discussed in Sections 3.5.1 through 3.5.20, the proposed project would result in no significant project-specific

impacts. Therefore, because the proposed project does not include development or construction, the proposed project would not result in cumulatively considerable impacts.

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

No Impact. No development or construction is planned as part of the proposed project. As discussed in Sections 3.5.1 through 3.5.20, the proposed project would result in no significant project-specific impacts. Therefore, because the proposed project does not include development or construction, the proposed project would not result in environmental effects that have the potential to cause substantial adverse effects on human beings.

4.0 REFERENCES

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RESOLUTION NO'S. 2024-53

A RESOLUTION OF APPLICATION BY THE THE CITY OF COACHELLA, CALIFORNIA REQUESTING THE RIVERSIDE LOCAL AGNECY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR A REORGANIZATION OF BOUNDARIES 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 TO THE CITY OF COACHELLA/ANNEXATION TO THE COACHELLA FIRE PROTECTION DISTRICT/ANNEXATION TO THE COACHELLA WATER AUTHORITY/ANNEXATION TO THE COACHELLA SANITARY DISTRICT/DETACHMENT FROM COUNTY SERVICE 125 AND RIVERSIDE COUNTY WASTE RESOURCE MANAGEMENT DISTRICT/DETACHMENT FROM THE COACHELLA VALLEY WATER DISTRICT SERVICE AREA.

WHEREAS, the City of Coachella intends to pursue proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for a reorganization of boundaries described as follows: Annexation to the City of Coachella; Annexation to the Coachella Fire Protection District; Annexation to the Coachella Water Authority; Annexation to the Coachella Sanitary District; Detachment from Riverside County Service Area 125 (Thermal); Detachment from Riverside County Waste Resource Management District; Detachment from Coachella Valley Water District Service Area; and,

WHEREAS, the territory proposed to be annexed is partially inhabited and a description of the boundaries of the territory is set forth in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, this proposal is consistent with the sphere of influence of the City of Coachella; and

WHEREAS, it is desired to provide that the proposed annexation and detachment be subject to the following terms and conditions:

- Payments and taxes required by changes in service responsibilities or for revenue neutrality;
- Disposition of money, property and rights of use, such as water or utility capacity rights;
- Disposition of special district responsibilities, district governing boards and employees;
- Continuation of fees and charges, and prior conditions of approval for certain proposals;
- Imposition of special and general taxes

WHEREAS, the City Council of the City of Coachella finds that the proposed Annexation and corresponding Plan of Services is internally consistent with the overall goals, objectives, policies and implementation measures of the Coachella General Plan 2035 and meets the findings required by the Municipal Code.

WHEREAS, on October 23, 2013 the City Council of the City of Coachella held a duly noticed and published Public Hearing and considered the application and approved Change of Zone No. 24-07 as the Pre-Annexation zoning of Residential Estate and General Commercial zoning for the Pocket 7 area of the Western Annexation area; and,

WHEREAS, the City completed Environmental Assessment/Initial Study No. 24-02 for the Proposed Project pursuant to the California Environmental Quality Act, as amended; and,

WHEREAS, based on this Environmental Assessment/Initial Study the City has determined that the Project will not have a significant impact on the environment and has prepared a Negative Declaration for this Project; and,

WHEREAS, a Notice of Intent to Adopt a Negative Declaration for the Project was posted with the County Clerk on October 9, 2024 and duly noticed and published in the Desert Sun Newspaper, a local newspaper of general circulation, on October 9, 2024; and,

WHEREAS, the proposed Negative was made available for a 30-day public review period commencing on Wednesday, October 9, 2024, ending on Friday, November 8, 2024; and,

WHEREAS, interested and concerned individuals and public agencies had the opportunity to review and comment on the proposed Negative Declaration; and,

NOW, THEREFORE, the City Council of the City of Coachella, California **DOES HEREBY RESOLVE** as follows:

SECTION 1. To approve the proposed Annexation including the adequacy of the corresponding Plan of Services presented to the City of Coachella as part of this application and based on the following findings:

1. The proposed reorganization of boundaries is in substantial conformance with the goals, objectives, policies and implementation measures of the Coachella General Plan 2035 (as amended). The Coachella General Plan designates the proposed annexation area as General Neighborhood, Suburban Retail, Rural Rancho and Estate Rancho as illustrated on Exhibit B.

2. The proposed reorganization is in substantial conformance with the City of Coachella Zoning Ordinance in that the proposed annexation would facilitate development of Residential Estate, Rural Residential, General Commercial and General Neighborhood zoning.

3. The proposed reorganization of the subject property can be served by the City of Coachella for domestic water, wastewater, and public safety services. A Plan of Services and Fiscal Impact Analysis documenting the City's ability to provide municipal services to the land in question has been prepared and will be forwarded to LAFCO with submittal of the

application. The Riverside County Local Agency Formation encourages the responsible expansion of City boundaries, and the proposed annexation area abuts the City of Coachella boundary along its western edge as shown on Exhibit A, and

SECTION 2. To authorize the City Manager to approve the Plan of Services in order to assist the applicant in pursuing a reorganization of boundaries request through the Riverside County Local Agency Formation Commission for 388 acres of land located south of Avenue 50, north of Avenue 52, east of Jackson Street and east and west of Calhoun Street, as shown on the attached "Exhibit A" including the following proposed changes of organization.

- Annexation to the City of Coachella
- Annexation to the Coachella Fire Protection District
- Annexation to the Coachella Water Authority
- Annexation to the Coachella Sanitary District
- Detachment from Riverside County Waste Resource Management District
- Detachment from Coachella Valley Water District Service Area
- Detachment from Riverside County Service Area 125 (Thermal)

SECTION 3. Compliance with the Environmental Quality Act ("CEQA"). The City Council has reviewed and considered the information contained in the Negative Declaration, Initial Study, comments received, and other documents contained in the administrative record for the Project. The City Council under Resolution No. 2024-56 finds that the Negative Declaration, Initial Study and administrative record contain a complete and accurate reporting of the environmental impacts associated with the Project. The City Council finds that the Negative Declaration and the Initial Study have been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Coachella's Local CEQA Guidelines.

SECTION 4. Location and Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at Coachella City Hall. The Development Services Director is the custodian of the record of proceedings.

SECTION 5. Execution of Resolution. The Mayor shall sign these Resolutions, and the City Clerk shall attest and certify to the passage and adoption thereof.

NOW, THEREFORE, Resolution 2024-53, a Resolution of Application is hereby adopted and approved by the City Council of the City of Coachella and the Riverside Local Agency Formation Commission is hereby requested to initiate proceedings for the annexation of territory as described in Exhibit A, according to the terms and conditions stated above and, in the manner, provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Coachella held on November 13, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Hernandez,
Mayor City of
Coachella

ATTEST:

Angela Zepeda, City Clerk
City of Coachella

APPROVED AS TO FORM:

Carlos L. Campos, City Attorney
City of Coachella

EXHIBIT "A"
LEGAL DESCRIPTION

LAFCO 2024-__-__
SPHERE OF INFLUENCE AMENDMENTS (ADDITIONS)
TO THE COACHELLA SANITARY DISTRICT

AND

LAFCO 2024-__-__
REORGANIZATION TO INCLUDE CONCURRENT ANNEXATIONS
TO THE COACHELLA SANITARY DISTRICT

ANNEXATION AREA

That certain parcel of land located in the County of Riverside, State of California, being a portion of Section 1 of Township 6 South, Range 7 East, San Bernardino Meridian, as shown on Official Plat thereof, more particularly described as follows:

BEGINNING at the northwest corner of said Section 1, being the intersection of Jackson Street and Avenue 50, as shown on a Record of Survey filed in Book 38 of Surveys, Page 16, Records of said County of Riverside;

1) Thence along the northerly line of said Section 1 and centerline of Avenue 50 as shown on said Record of Survey North 89°54'00" East a distance of 993.00 feet to a point of intersection with the westerly line of the west one-half of the east one-half of Lot 25 of that certain Subdivision of Section 1 as shown by a Map on file in Book 4 of Maps, Page 63, Records of said County of Riverside;

2) Thence along said westerly line South 00°09'08" East a distance of 686.44 feet to the southerly line of said Lot 25;

3) Thence along the southerly line of said Lot 25, North 89°33'52" East a distance of 330.98 feet to the southeast corner of said Lot 25, also being the southwest corner of Lot 17 of said Subdivision of Section 1;

4) Thence along the southerly line of said Lot 17, North 89°38'16" East a distance of 260.00 feet to an angle point in the westerly line of Tract No. 30871 as shown by Map on file in Book 263 of Maps, Pages 74 through 78 inclusive, Records of said County of Riverside;

5) Thence along the westerly line of said Tract No. 30871, South 00°11'03" East a distance of 330.00 feet to an angle point in the westerly line of said Tract;

6) Thence continuing along the westerly line of said Tract No. 30871 South 89°38’16” West a distance of 260.00 feet to an angle point in the westerly line of said Tract, said point also being located on the westerly line of Lot 18 of said Subdivision of Section 1;

7) Thence along the westerly line of said Tract No. 30871 and westerly line of said Lot 18, South 00°11’03” East a distance of 332.26 feet to the southwest corner of said Tract No. 30871, said point also being the southwest corner of Lot 18 of said Subdivision of Section 1;

8) Thence along the southerly line of said Tract No. 30871 and southerly line of said Lot 18, North 89°39’29” East a distance of 1327.54 feet to the southwest corner of Lot 10 of said Subdivision of Section 1;

9) Thence along the southerly line of said Lot 10 of said Subdivision of Section 1, North 89°39’32” East a distance of 1320.68 feet to the southeast corner of said Lot 10, also being the northeast corner of Lot 11 of said Subdivision of Section 1;

10) Thence along the easterly lines of Lot 11 and Lot 12 of said Subdivision of Section 1, South 00°10’59” East a distance of 1326.72 feet to the northeast corner of Lot 13 of said Subdivision of Section 1 as shown on Record of Survey filed in Book 153 of Surveys, Page 46, Records of said County of Riverside.

11) Thence along the easterly lines of Lot 13 and Lot 14 of said Subdivision of Section 1 as shown on said Record of Survey filed in Book 153 of Surveys, Page 46, South 00°06’02” East a distance of 1327.29 feet to the southeast corner of said Lot 14, said point also being the northeast corner of Lot 15 of said Subdivision of Section 1;

12) Thence along the easterly line of said Lot 15 as shown on said Record of Survey filed in Book 153 of Surveys, Page 46, South 00°27’04” East a distance of 661.08 feet to the southeast corner of said Lot 15;

13) Thence along the southerly line of said Lot 15 as shown on said Record of Survey filed in Book 153 of Surveys, Page 46, North 89° 59’ 37” West a distance of 1316.58 feet to the southwest corner of said Lot 15, said point also being the northeast corner of Lot 24 of said Subdivision of Section 1 per Parcel Map 6769 as shown by a Map on file in Book 21 of Parcel Maps, Page 16, Record of said County of Riverside

14) Thence along the easterly line of said Lot 24 also being the centerline of Calhoun Street as shown on said Parcel Map 6769, South 00°15’15” East a distance of 660.05 feet to the southeast corner of said Lot 24, said point also being the intersection of Calhoun Street and Avenue 52;

15) Thence along the southerly line of Lot 24 and Lot 32 of said Subdivision of Section 1 and centerline of Avenue 52 as shown on said Parcel Map 6769, North 89°07'41" West a distance of 2646.05 feet to the southwest corner of said Lot 32, also being the southwest corner of said Section 1 and the intersection of Avenue 52 and Jackson Street;

16) Thence along the westerly line of said Section 1 and the centerline of Jackson Street as shown on a Record of Survey filed in Book 130 of Surveys, Page 2, Records of said County of Riverside, North 00°26'25" West a distance of 2588.58 feet to the west quarter corner of said Section 1;

17) Thence continuing along the westerly line of said Section 1 and the centerline of Jackson Street as shown on a Record of Survey filed in Book 120 of Surveys, Page 47, Records of said County of Riverside, North 00°09'28" West a distance of 2675.90 feet to the **POINT OF BEGINNING.**

CONTAINING: 377.6 Acres, more or less.

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

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

This legal description was prepared
by me or under my direction.

DRAFT

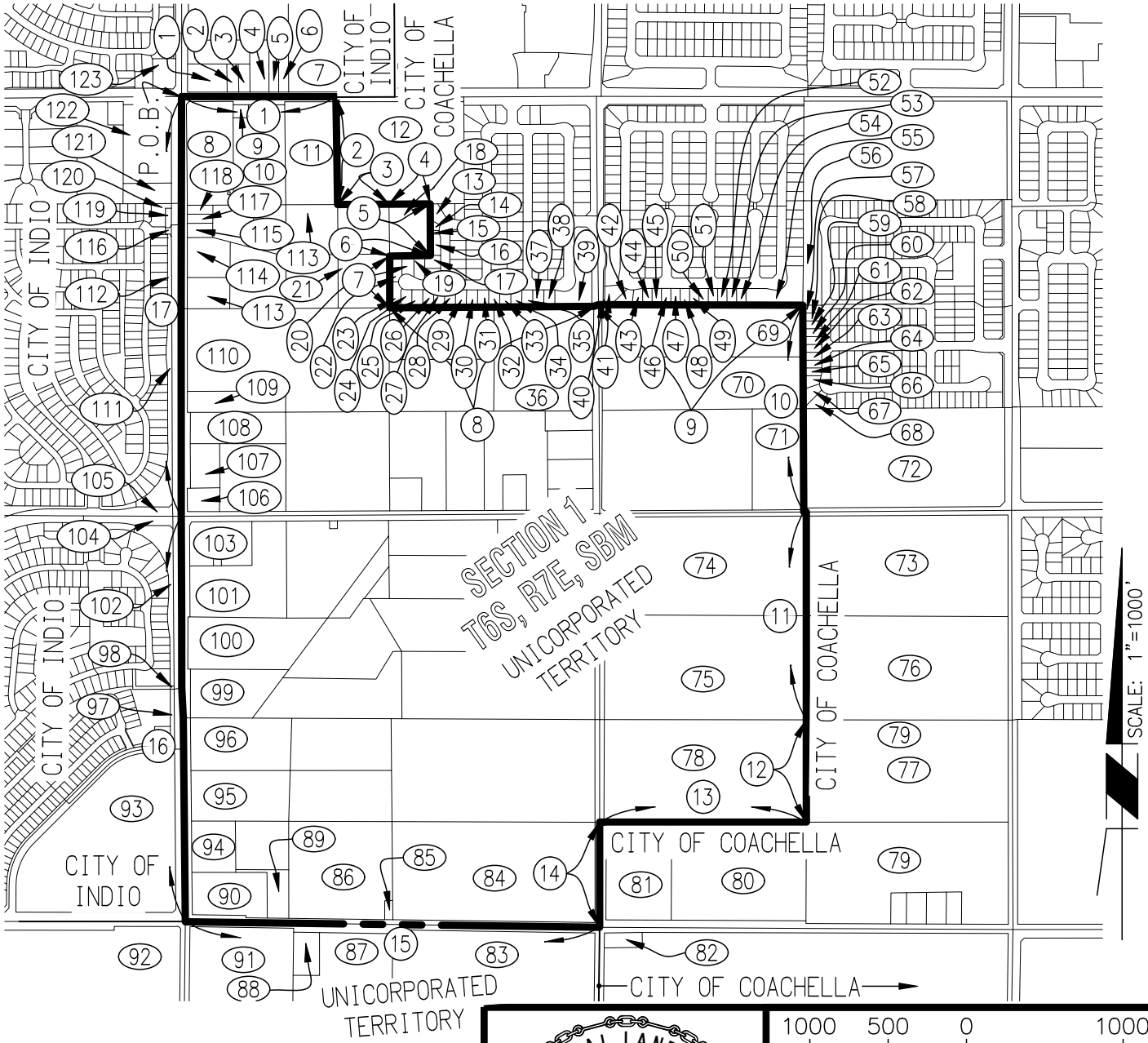
_____

Benjamin Daniel Egan, PLS 8756
Prepared: October 25, 2024

EXHIBIT "A" - PLAT

SHEET 1 OF 2

LAFCO 2024-__-__
SPHERE OF INFLUENCE AMENDMENTS (ADDITIONS) TO THE COACHELLA SANITARY DISTRICT
AND
LAFCO 2024-__-__
REORGANIZATION TO INCLUDE CONCURRENT ANNEXATIONS TO THE COACHELLA SANITARY DISTRICT



LEGEND:

- EXISTING CITY LIMIT
- PROPOSED ANNEXATION
- EXISTING SECTION LINE
- EXISTING PROPERTY LINE
- (#) DISTANCE AND BEARING
- (##) ASSESSORS PARCEL NUMBER

FOR DATA TABLES AND VICINITY MAP, SEE SHEET 2

PROFESSIONAL LAND SURVEYOR
BENJAMIN DANIEL EGAN
NO. 8756
STATE OF CALIFORNIA

DRAFT

BEN[illegible]N, PLS 8756

1000 500 0 1000
SCALE: 1"=1000'

DESCRIPTION: PORTION OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN.

EGAN CIVIL, INC.
46150 COMMERCE STREET, SUITE 100
INDIO, CA 92201
(760) 404-7663

EXHIBIT "A" - PLAT

LAFCO 2024-__-__
SPHERE OF INFLUENCE AMENDMENTS (ADDITIONS) TO THE COACHELLA SANITARY DISTRICT
AND
LAFCO 2024-__-__
REORGANIZATION TO INCLUDE CONCURRENT ANNEXATIONS TO THE COACHELLA SANITARY DISTRICT

ASSESSOR'S PARCEL NUMBERS

ID	APN
1	612-280-008
2	612-280-009
3	612-280-010
4	612-280-011
5	612-280-012
6	612-280-013
7	612-280-014
8	779-250-023
9	779-250-002
10	779-250-003
11	779-250-004
12	779-250-005
13	779-293-003
14	779-293-028
15	779-293-029
16	779-293-030
17	779-293-004
18	779-250-019
19	779-293-006
20	779-293-007
21	779-250-018
22	779-293-008
23	779-293-009
24	779-293-010
25	779-293-011
26	779-293-012
27	779-293-013
28	779-293-014
29	779-293-015
30	779-293-016
31	779-293-017
32	779-293-018
33	779-293-019
34	779-293-020
35	779-293-021
36	779-310-010
37	779-293-022
38	779-293-023
39	779-293-027
40	779-301-024

ASSESSOR'S PARCEL NUMBERS

ID	APN
41	779-301-022
42	779-301-021
43	779-301-020
44	779-301-019
45	779-301-018
46	779-301-017
47	779-301-016
48	779-301-015
49	779-301-014
50	779-301-013
51	779-301-012
52	779-301-011
53	779-301-010
54	779-301-008
55	779-301-009
56	779-610-026
57	779-620-001
58	779-620-002
59	779-620-003
60	779-620-004
61	779-620-005
62	779-620-006
63	779-620-007
64	779-620-008
65	779-620-009
66	779-620-010
67	779-620-011
68	779-620-012
69	779-320-003
70	779-320-004
71	779-320-006
72	779-320-002
73	779-340-001
74	779-340-003
75	779-340-004
76	779-340-002
77	779-360-001
78	779-360-007
79	779-360-002
80	779-360-009

ASSESSOR'S PARCEL NUMBERS

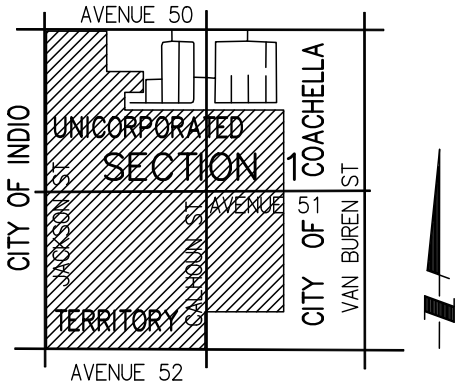
ID	APN
81	779-360-008
82	780-040-001
83	780-030-005
84	779-350-006
85	779-350-012
86	779-350-011
87	780-030-004
88	780-030-003
89	779-350-010
90	779-350-009
91	780-030-001
92	780-010-011
93	779-110-011
94	779-350-007
95	779-350-003
96	779-350-001
97	779-330-016
98	779-201-071
99	779-140-001
100	779-330-014
101	779-330-003
102	779-140-002
103	779-330-001
104	779-140-004
105	779-100-017
106	779-310-006
107	779-310-004
108	779-310-003
109	779-310-002
110	779-310-001
111	779-100-015
112	779-570-044
113	779-250-015
114	779-250-014
115	779-250-008
116	779-570-045
117	779-250-007
118	779-250-006
119	779-560-074
120	779-560-071

ASSESSOR'S PARCEL NUMBERS

ID	APN
121	779-070-019
122	779-070-018
123	614-540-077

DATA TABLE

NO	BEARING	LENGTH
1	N89°54'00"E	993.00'
2	S00°09'08"E	686.44'
3	N89°33'52"E	330.98'
4	N89°38'16"E	260.00'
5	S00°11'03"E	330.00'
6	S89°38'16"W	260.00'
7	S00°11'03"E	332.26'
8	N89°39'29"E	1327.54'
9	N89°39'32"E	1320.68'
10	S00°10'59"E	1326.72'
11	S00°06'02"E	1327.29'
12	S00°27'04"E	661.08'
13	N89°59'37"W	1316.58'
14	S00°15'15"E	660.05'
15	N89°07'41"W	2646.05'
16	N00°26'25"W	2588.58'
17	N00°09'28"W	2675.90'



VICINITY MAP
NTS

www.FinanceDTA.com

SUMMARY MEMORANDUM

November 7, 2024

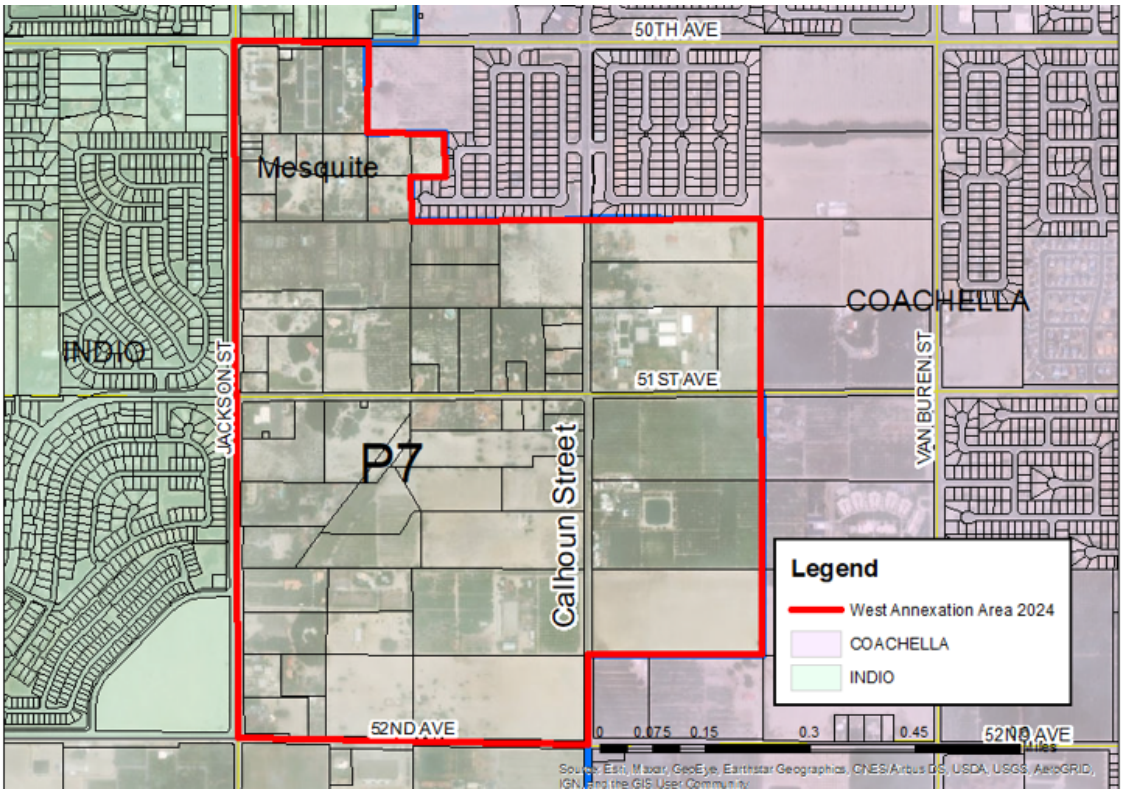
To: City of Coachella, Gabriel Martin, Ph.D.

From: David Taussig and Jerry Wen, DTA

Subject: Fiscal Impacts Resulting from the Proposed Annexation of West Annexation Area 2024 (P7 and Mesquite)

The Local Agency Formation Commission ("LAFCO") for the County of Riverside (the "County") requires the preparation and certification of a study when a jurisdiction is affected by a proposed change of organization or reorganization. The City of Coachella (the "City") is in the process of annexing certain areas designated as West Annexation Area 2024 (the "Annexation Area"), commonly known as P7 and Mesquite, depicted in Figure 1 below, currently located in unincorporated County and the City's Sphere of Influence ("SOI").

Figure 1: Boundaries of the Annexation Area



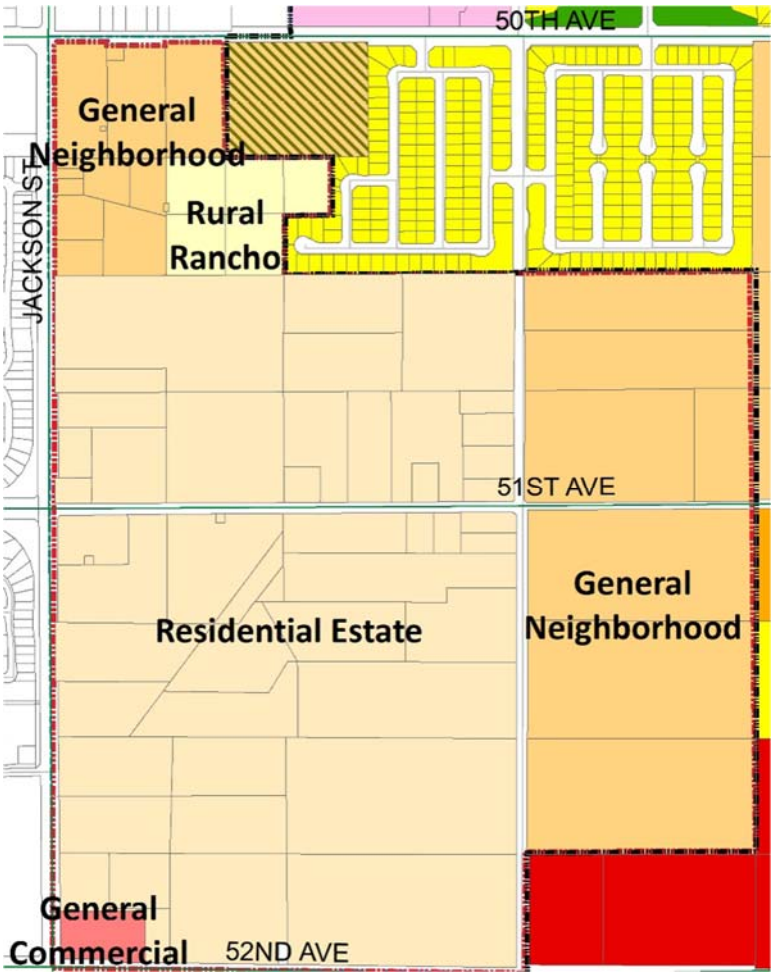
DTA has been retained to prepare a Fiscal Impact Analysis ("FIA") to evaluate whether the Annexation Area at its build-out is likely to generate an incremental net fiscal surplus or a net fiscal deficit to the City General Fund upon its annexation into the City. The intent of this memorandum ("memo") is for DTA to provide a brief summary of the projected fiscal impacts to the City's General Fund that would result from the proposed annexation of the Annexation Area.

A Description of Annexation Area

The Annexation Area encompasses approximately 355.87 acres of land abutting the City's western boundaries and is generally bounded on the north by 50th Avenue, on the west by Jackson Street, and on the south by 52nd Avenue. Pursuant to the City 2035 General Plan Update and illustrated in Figure 2 below, the Annexation Area is comprised of the following zoning designations:

- Rural Rancho: Allows for 0.4 to 1 dwelling unit ("DU") per acre in residential density;
- Residential Estate: Permissible dwelling density ranges from 1 to 2.2 DUs per acre;
- General Neighborhood: Allows for 7 to 25 DUs per acre in residential density, with 12 DUs per acre anticipated to be the average density for new projects therein; and
- General Commercial: Allows for commercial development up to the maximum floor area ratio ("FAR") of 1.00.

Figure 2: Zoning Designations within the Annexation Area



The Annexation Area is currently comprised of both developed and vacant parcels. To evaluate the fiscal impact of the Annexation Area upon its annexation into the City, DTA developed a build-out land use projection for the Annexation Area. Utilizing the 2024 County Assessor's Roll, DTA first determined if a parcel could be developed or redeveloped in the future based on its current development status and nature of such development. Pursuant to the direction from LAFCO, DTA applied applicable development density factors[1] to project the maximum allowed residential DUs and non-residential building square feet ("BSF") at the build-out of areas that are deemed developable. Table 1 below lists the projected land uses and their respective development unit count for the current developed property (the "Current Developed Area"), i.e., existing development, and future developable lands (the "Future Developable Area") within the Annexation Area.

Table 1: Projected Land Uses at Annexation Area Build-out

Zoning Designation	Gross Acres	Development Density Factor	DUs/Business/BSF
Current Developed Area			
Rural Rancho	11.92	N/A	5 DUs
Residential Estate	148.34	N/A	36 DUs and 5 Businesses
General Neighborhood	86.91	N/A	13 DUs and 3 Businesses
General Commercial	3.12	N/A	1 Business
Subtotal Non-Developable Area	**250.29**	**N/A**	**54 DUs and 9 Businesses**
Future Developable Area			
Rural Rancho	0.00	1 DU/Acre	0 DUs
Residential Estate	74.01	2.2 DUs/Acre	163 DUs
General Neighborhood	31.57	12 DUs/Acre	379 DUs
General Commercial	0.00	1.00 FAR	0 BSF
Subtotal Developable Area	**105.58**	**N/A**	**542 DUs**
Grand Total Annexation Area	**355.87**	**N/A**	**596 DUs and 9 Businesses**

B Analytic Methodology and Assumptions

Notably, only recurring revenues and costs are analyzed in this FIA. Costs that are considered non-recurring, such as capital expenditures, are excluded from the analysis. This is because new development is generally required to construct its own new capital improvements, such as roads or parks, or pay Development Impact Fees ("DIFs") that enable the City or another developer to construct these improvements. As these are one-time costs that will not recur, there is no expectation that new development will need to pay for these capital expenditures a second time. Likewise, revenues that are non-recurring, such as DIFs paid by developers, are also excluded from the FIA. In sum, the model reflects the estimated recurring annual deficit or surplus to the City's General Fund that will result from the annexation of the Annexation Area into the City.

[1] The City indicates that homebuilders within the General Neighborhood zoning have elected to build at a dwelling density toward the lower end of the permissible range, as illustrated by the new community adjacent to the Annexation Area currently being constructed by Pulte Homes at 7.7 DUs per acre. The City deems the average residential density at 12 DUs per acre to be an appropriate metric to project the maximum DUs at the build-out of developable lands within the General Neighborhood zoning.

DTA chooses its analytical assumptions in accordance with industry standards and documents those decisions carefully. The following list explains how some of these assumptions were derived:

- Discounting Revenues: Certain revenues are not expected to increase one-to-one with new development. Thus, a 15% discount rate has been applied to various General Fund revenues to reflect the estimated ratio of fixed revenues (not impacted by future development) to variable revenues. In addition, DTA conservatively applies a 100% discount on the intergovernmental revenues received by the City given that the allotment of such revenues generally involves complex socioeconomic and demographic factors that are difficult to forecast. A 100% discount is also applied to miscellaneous General Fund revenues since DTA conservatively deemed those revenues to be static.
- Discounting Expenses: Certain expenditures are not expected to increase one-to-one with new development. Thus, a 15% discount rate has been applied to various General Fund expenditures to reflect the estimated ratio of fixed expenditures (not impacted by future development) to variable expenditures. Even though the public safety service costs are not expected to increase one-to-one with new development, DTA has conservatively assumed that **no discount factors** would be applied to such expenditures.
- Residential Population: There are currently approximately 159 residents residing within the Annexation Area[2]. Future residential population projection at the build-out of the Future Developable Area is based on the current Citywide average household size of 4.15 persons[3].
- Tax Sharing (Secured Property Taxes): Property tax revenue estimates were derived using apportionment factors provided by the County Auditor-Controller as applied to the general 1% *ad valorem* property tax levy. Currently, total secured property tax revenues received by the County General Fund from the Annexation Area will equal approximately 13.04% of the basic 1% [Proposition ("Prop") 13] property tax levy from the Tax Rate Area ("TRA") encompassing the Annexation Area. Please note that the gross tax increment, as calculated by the County Auditor-Controller, has been reduced to account for the projected Education Revenue Augmentation Fund ("ERAF") property tax shifts. Although the City and County have not entered into a property tax sharing agreement, the County indicated that it would retain 75% of its current 1% property tax apportionment from the Annexation Area after its annexation into the City, with the City receiving the remaining 25%.

  Notably, the Annexation Area is located within the boundaries of the County's Eastern Coachella Valley Enhanced Infrastructure Financing District (the "ECV EIFD"), with the County proposing to dedicate 20% of its annual property tax increment therefrom to the ECV EIFD. Although the County has not officially determined whether the 20% ECV EIFD property tax increment dedication would occur before or after the property tax sharing has been initiated with the City, DTA conservatively

[2] Source: Environics Analytics, EmploymentProfiles by NAICS Codes 2024 for the Annexation Area.
[3] Source: California Department of Finance, Housing and Population Information, January 1, 2024.

assumed the County will first pledge 20% of its 1% property tax increment from the Annexation Area to the ECV EIFD and apportion 25% of the remaining 1% property tax increment to the City. Under this framework, the City is assumed to receive approximately 2.61% of the basic 1% property tax levy from the Annexation Area for the purpose of this FIA.

In addition, the Coachella Fire Protection District, a component unit of the City for financial reporting purposes, will receive approximately 5.44% of the basic 1% property tax levy from the Annexation Area.

- Property Tax In Lieu of Vehicle License Fees ("VLFs"): The approval of Prop 1A in California in 2004 enacted a constitutional amendment that introduced a new methodology to calculate property taxes in lieu of VLFs. Per California Revenue and Taxation Code §97.70, the property tax in lieu of VLF amount now grows in proportion to the growth rate of gross assessed valuation in a city or county. Property taxes in lieu of VLF revenues are projected to grow with the change in the Citywide gross assessed valuation of taxable property from the prior Fiscal Year ("FY"). Property taxes in lieu of VLF revenues constitute an addition to other property tax apportionments and were calculated for the purposes of this FIA at $2.19 per $1,000 increase in assessed valuation on a Citywide basis.
- Valuation: The estimated valuation of future DUs is based on the projected sales price per DU for comparable home products being proposed in the KPC Coachella Specific Plan, with 10% and 20% discount factors applied to reflect the difference in the potential amenities offered by the residential developments within the Annexation Area and KPC Coachella Specific Plan.
- Taxable Sales: Of the nine businesses currently within the Annexation Area, Moon Valley Nurseries is deemed to be the only establishment that generates meaningful taxable sales. For the purpose of this FIA, the $8.51M average annual sales per store is utilized to estimate the annual sales taxes to the City after the annexation of the Annexation Area.
- Transient Occupancy Tax ("TOT"): There are currently three venues within the Annexation Area that will generate TOTs to the City General Fund after its annexation into the City:
    - Old Polo Estate: An upscale private estate wedding venue located at 51270 Jackson Street;
    - The Ranch at Coachella: A gated private luxury vacation rental estate on a 5-acre site located at 51600 Jackson Street; and
    - Rancho 51 Festival Campgrounds: An 8-acre date ranch located at 83272 51st Avenue providing glamping experience.
- Water and Sewer Services: The Annexation Area is located within the service area of the Coachella Water Authority and Coachella Sanitary District. The City indicated that existing development within the Annexation Area currently do not receive water and sewer services from the City. For the purpose of this FIA, DTA assumes that future residential development will receive water and sewer services from the City

through the construction of the necessary water and sewer improvements to connect to the existing City water and sewer systems.

For additional details regarding the specific assumptions and methodology utilized to calculate the fiscal impacts for the Project, please see Attachment 1 below.

C The City's General Fund – Net Fiscal Impact Summary

As listed in Table 2 below, the overall net fiscal impact to the City's General Fund resulting from the revenues anticipated to be generated by the build-out of Annexation Area, as compared with the cost of public services associated with the build-out of Annexation Area, will be an annual recurring fiscal surplus of $773,534 upon its annexation into the City.

Table 2: General Fund Fiscal Impact Summary

Fiscal Impact Category	Amount	Percent of Total
Recurring City Funds Revenues [1]		
Secured Property Tax	$337,553	13.3%
Unsecured Property Tax	$9,708	0.4%
Property Transfer Tax	$22,248	0.9%
Property Tax In Lieu of Vehicle License Fee	$918,571	36.1%
Direct Sales Tax	$170,213	6.7%
Indirect Sales Tax	$182,807	7.2%
Transient Occupancy Tax	$630,823	24.8%
Utility Users' Tax	$197,464	7.8%
Business Licenses	$9,096	0.4%
Franchise Fees	$53,028	2.1%
Licenses and Permits	$667	0.0%
Fines and Forfeitures	$11,045	0.4%
Investment Income	$2,186	0.1%
Subtotal	**$2,545,409**	**100.0%**
Recurring City Funds Expenditures [2]		
Public Works	$337,094	19.0%
Development Services	$167,040	9.4%
Police Services	$585,825	33.1%
Animal Control	$22,733	1.3%
Emergency Services	$4,151	0.2%
Fire Services	$239,366	13.5%
General Government	$415,666	23.5%
Subtotal	**$1,771,875**	**100.0%**
Net Fiscal Impact		
Total Annual Recurring General Fund Surplus/(Deficit)	**$773,534**	**NA**
Total Annual Revenue/Expenditure Ratio	**1.44**	**NA**

NOTES:

[1] Please see Attachments 1-D through 1-I for the derivation of these calculations.

[2] Please see Attachments 1-J and 1-K for the derivation of these calculations.

* ***All figures subject to rounding***

As reflected in Figure 3 below, the largest two projected City General Fund revenue sources attributable to the Annexation Area at build-out are property taxes (including property tax in lieu of VLFs) and Transient Occupancy Tax ("TOT"). Property taxes alone will generate 50.6% of the City's revenues from the Project, with TOT adding an additional 24.8%. Conversely, the largest projected City General Fund expenditures will be for police (33.1%) and general government (23.5%), as reflected in Figure 4 below.

Figure 3: Recurring General Fund Revenues at Annexation Area Build-Out

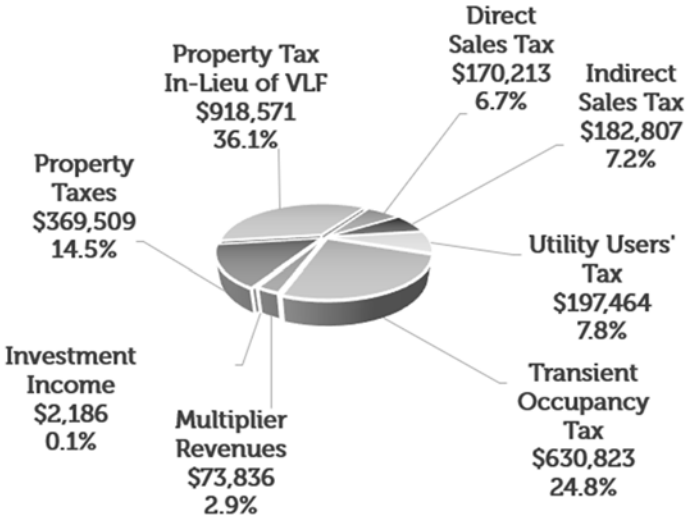
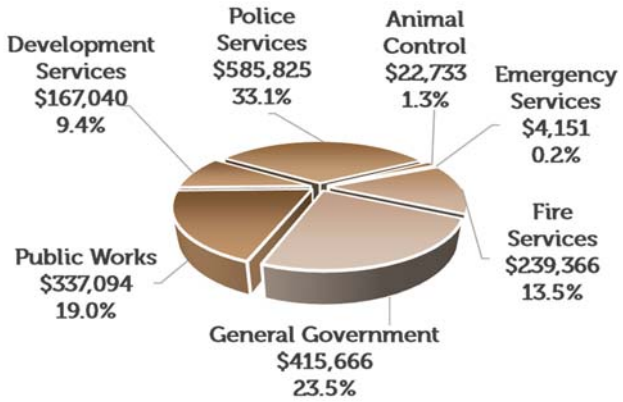


Figure 4: Recurring General Fund Expenditures at Annexation Area Build-Out



If you have any further questions regarding this Executive Summary, please feel free to contact David Taussig or Jerry Wen at (800) 969-4DTA.

Enclosures:

1. Attachment 1 – FIA

ATTACHMENT 1

City of Coachella
Fiscal Impacts Resulting from the Proposed Annexation of West Annexation Area 2024

FIA

ATTACHMENT 1-A
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024
BASE PROGRAM
CITY FUND REVENUES (BY TYPE)

I Demographics and Other Data

2024 Estimated City Population [1]	43,173
2024 Estimated City Employees [2]	8,711
2024 Persons Served Population [3]	47,529

Notes:
[1] California Department of Finance, Housing and Population Information, January 1, 2024.
[2] Environics Analytics, EmploymentProfiles by NAICS Codes 2024 for the City of Coachella.
[3] Assumes City population plus 50% of employees.

II City Revenue Sources (by Type)

Revenue Type	General Fund	Revenue Type	Fiscal Impact Basis	Discount	Fiscal Impact Revenue Factor
Tax Revenue	**$15,913,912**		**Persons Served**		**$0.00**
Property Tax - Securred	$587,583	Recurring	Case Study	0%	NA
Property Tax - Supplemental	$120,000	Recurring	Case Study	0%	NA
Property Tax - Unsecurred	$25,000	Recurring	Case Study	0%	NA
Property Tax In Lieu	$213,016	Recurring	Case Study	0%	NA
RPTTF Residual	$322,000	Recurring	Case Study	0%	NA
Real Property Transfer Tax	$110,000	Recurring	Case Study	0%	NA
Transient Occupancy Tax	$1,150,000	Recurring	Case Study	0%	NA
Sales and Use Tax - Measure U	$6,967,462	Recurring	Case Study	0%	NA
Sales Tax	$5,575,992	Recurring	Case Study	0%	NA
Delinquent Tax	$10,000	Recurring	Case Study	0%	NA
Construction Tax	$832,859	Recurring	Case Study	0%	NA
Utility Users Tax	$3,400,000	Recurring	Case Study	0%	NA
Business Licenses	**$734,000**	**Recurring**	**Per Employee**	**15%**	**$71.62**
Franchise Fees	**$1,200,000**	**Recurring**	**Persons Served**	**15%**	**$21.46**
Interest Income	**$75,000**	**Recurring**	**Case Study**	**0%**	**NA**
Charges for Service	**$697,752**	**Recurring**	**NA**	**100%**	**NA**
Building/Planning/Engineering Fees	**$503,195**	**Recurring**	**NA**	**100%**	**NA**
Licenses and Permits	**$15,000**	**Recurring**	**Persons Served**	**15%**	**$0.27**
VLF/Property Tax Compensation	**$6,408,020**	**Recurring**	**Case Study**	**0%**	**NA**
Fines and Forfeitures	**$250,000**	**Recurring**	**Persons Served**	**15%**	**$4.47**
Intergovernmental	**$814,890**	**Recurring**	**NA**	**100%**	**NA**
Motor Vehicle License Fees	**$54,000**	**Recurring**	**Case Study**	**NA**	**NA**
Other / Miscellaneous	**$491,750**	**Recurring**	**Persons Served**	**100%**	**$0.00**
Cannabis Business Tax	**$900,000**	**Recurring**	**Case Study**	**0%**	**NA**
Transfers In	**$5,891,519**	**Non-Recurring**	**NA**	**0%**	**NA**
Total Revenues	**$37,349,038**	**NA**	**NA**	**NA**	**NA**
Total Recurring Revenues	**$31,457,519**	**NA**	**NA**	**NA**	**NA**

ATTACHMENT 1-B
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024
BASE PROGRAM
CITY FUND EXPENDITURES (BY TYPE)

I Demographics and Other Data

2024 Estimated City Population [1]	43,173
2024 Estimated City Employees [2]	8,711
2024 Persons Served Population [3]	47,529

Notes:
[1] California Department of Finance, Housing and Population Information, January 1, 2024.
[2] Environics Analytics, EmploymentProfiles by NAICS Codes 2024 for the City of Coachella.
[3] Assumes City population plus 50% of employees.

II City Expenditures (by Type)

Expenditure Type	General Fund	Fire Protection District [1]	Total Expenditures	Expenditure Type	Fiscal Impact Basis	Discount	Fiscal Impact Expenditure Factor
General Government							
City Council	$267,195	NA	$267,195	Recurring	Case Study	0%	NA
City Clerk	$167,548	NA	$167,548	Recurring	Case Study	0%	NA
City Attorney	$810,600	NA	$810,600	Recurring	Case Study	0%	NA
City Manager	$305,999	NA	$305,999	Recurring	Case Study	0%	NA
Public Information Officer	$363,761	NA	$363,761	Recurring	Case Study	0%	NA
General Government	$4,411,341	NA	$4,411,341	Recurring	Case Study	0%	NA
Finance	$1,405,070	NA	$1,405,070	Recurring	Case Study	0%	NA
Information Technology	$1,040,051	NA	$1,040,051	Recurring	Case Study	0%	NA
Human Resources	$399,094	NA	$399,094	Recurring	Case Study	0%	NA
Economic Development	$475,828	NA	$475,828	Recurring	Case Study	0%	NA
Engineering	$1,188,400	NA	$1,188,400	Recurring	Case Study	0%	NA
Non-General Government							
Public Works	$7,627,932	NA	$7,627,932	Recurring	Persons Served	15%	$136.42
Development Services	$3,780,084	NA	$3,780,084	Recurring	Persons Served	15%	$67.60
Police Services	$11,268,079	NA	$11,268,079	Recurring	Persons Served	0%	$237.08
Animal Control	$514,500	NA	$514,500	Recurring	Persons Served	15%	$9.20
Emergency Services	$80,000	NA	$80,000	Recurring	Persons Served	0%	$1.68
Fire Services	$3,242,928	$1,361,311	$4,604,239	Recurring	Persons Served	0%	$96.87
Total Expenditures	**$37,348,410**	**$1,361,311**	**$38,709,721**	**NA**	**NA**	**NA**	**NA**
Total Recurring Expenditures	**$37,348,410**	**$1,361,311**	**$38,709,721**	**NA**	**NA**	**NA**	**NA**

Notes:
[1] Represents the net expenditures reflecting revenues from the General Fund transfers-in of $3,242,928 and allocated CFD special taxes of 1,163,299.

ATTACHMENT 1-C
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
LAND USE AND DEMOGRAPHICS SUMMARY

Land Use Data

I	**Developable Land Use Description**	
A	**Projected Residential Land Uses**	**Number of Units [1]**
	General Neighborhood	379
	Residential Estate	163
II	**Existing Land Use Description**	
A	**Existing Residential Land Uses**	**Number of Households [2]**
	General Neighborhood	13
	Rural Rancho	5
	Residential Estate	36
B	**Existing Non-Residential Land Uses**	**Number of Gross Acres [3]**
	General Neighborhood	61.29
	Residential Estate	64.21
	General Commercial	3.12

Demographic Data

I	**Residential Land Use Population**	
A	**Projected Residential Land Uses**	**Persons per Household [4]**
	General Neighborhood	4.15
	Residential Estate	4.15

Population and Employees (Calculations)

I	**Residential Population**		
A	**Projected Residential Land Uses**	**Number of Units**	**Estimated Residential Population**
	General Neighborhood	379	1,572
	Residential Estate	163	676
B	**Existing Residential Land Uses**		**Projected Residential Population [6]**
	General Neighborhood		38
	Rural Rancho		15
	Residential Estate		106
II	**Direct Employees**		
A	**Existing Non-Residential Land Uses**		**Estimated Direct Employees [6]**
	General Neighborhood		81
	Residential Estate		40
	General Commercial		6

Population and Employees (Totals)

I	**Total Projected Residential Population**	**2,407**
II	**Total Projected Direct Employees**	**127**
III	**Total Persons Served Population [7]**	**2,471**

ATTACHMENT 1-C
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
LAND USE AND DEMOGRAPHICS SUMMARY

NOTES:

[1] Based on the residential density of 12 and 2.2 dwelling units per acre for the General Neighborhood and Residential Estate zonings, respectively.
[2] Source: Environics Analytics, EmploymentProfiles by NAICS Codes 2024 for the Annexation Area.
[3] Source: County of Riverside Assessor Office.
[4] California Department of Finance, Housing and Population Information, January 1, 2024.
[6] Source: Environics Analytics, EmploymentProfiles by NAICS Codes 2024 for the Annexation Area.
[7] An employee is typically assumed to be equivalent to 50% of a resident given they would spend only eight active hours in the City per day versus a resident who is active for 16 hours per day.

* *All figures subject to rounding*

ATTACHMENT 1-D
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
PROPERTY TAX REVENUE ANALYSIS

General Property Tax Assumptions

I Property Tax Allocation (as a Portion of the 1% General Property Tax Levy) [1]

		Prior to Annexation to City	Upon Annexation to City	
A	Category / Code	County of Riverside [2]	County of Riverside	City of Coachella [3]
	General Fund	10.437341%	7.828006%	2.609335%
	Coachella Fire Protection District	NA	NA	5.442458%
	Total			**8.051793%**

II Homeowner's Exemption

Homeowner's Exemption (Annually)	$7,000
Percent of Sale Units Taking Homeowner's Exemption [4]	90%

Assessed Valuation Assumptions

I	**Projected Residential Land Uses**	
A	**General Neighborhood**	
	Number of Units [5]	379
	Estimated Sales Price per Unit [6]	$511,875
	Total Estimated Net Taxable Value	$191,612,925
B	**Residential Estate**	
	Number of Units [5]	163
	Estimated Sales Price per Unit [6]	$1,184,000
	Total Estimated Net Taxable Value	$191,965,100
II	**Existing Residential Land Uses**	
A	**General Neighborhood**	
	Total Net Taxable Value [7]	$3,237,339
B	**Rural Rancho**	
	Total Net Taxable Value [7]	$1,311,868
C	**Residential Estate**	
	Total Net Taxable Value [7]	$10,074,690
I	**Existing Non-Residential Land Uses**	
A	**General Neighborhood**	
	Total Net Taxable Value [7]	$7,591,063
B	**Residential Estate**	
	Total Net Taxable Value [7]	$10,600,084
C	**General Commercial**	
	Total Net Taxable Value [7]	$2,834,185
II	**Total Land Use Net Taxable Value (Includes Takeout from Homeowner's Exemption)**	**$419,227,254**

Other Property Tax Revenue Assumptions

I	**Unsecured Property Taxes - Assumptions [8]**	
A	**Unsecured Taxes as a % of Secured**	
	Residential Property	2.50%
	Non-Residential Property	10.00%
II	**Property Tax Transfer - Assumptions [8]**	
A	**Turnover Rate**	
	Residential Property	10.00%
	Non-Residential Property	3.00%
B	**Other Assumptions**	
	Transfer Tax as a % of Assessed Value [9]	0.11%
	Property Transfer Tax Passed Through to City of Coachella [10]	50.00%
III	**Motor Vehicle Licensing Fees - Assumptions**	
	Vehicle Licensing Fees per Capita	NA
IV	**Property Tax In-Lieu of Vehicle License Fee - Assumptions**	

ATTACHMENT 1-D
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
PROPERTY TAX REVENUE ANALYSIS

Total City of Coachella Gross Assessed Value [11]	$2,924,559,096
City of Coachella Property Tax In-Lieu of Vehicle License Fee [12]	$6,408,020
Property Tax In-Lieu of Vehicle License Fee Increase per $1,000 Assessed Value	$2.19

Fiscal Impact Calculation

I	Fiscal Impact Category	Annual Fiscal Impact Amount
A	**Secured Property Tax**	
A.1	Projected Residential Land Uses	
	General Neighborhood	$154,283
	Residential Estate	$154,566
A.2	Existing Residential Land Uses	
	General Neighborhood	$2,607
	Rural Rancho	$1,056
	Residential Estate	$8,112
A.3	Existing Non-Residential Land Uses	
	General Neighborhood	$6,112
	Residential Estate	$8,535
	General Commercial	$2,282
B	**Unsecured Property Tax**	
B.1	Projected Residential Land Uses	
	General Neighborhood	$3,857
	Residential Estate	$3,864
B.2	Existing Residential Land Uses	
	General Neighborhood	$65
	Rural Rancho	$26
	Residential Estate	$203
B.3	Existing Non-Residential Land Uses	
	General Neighborhood	$611
	Residential Estate	$854
	General Commercial	$228
C	**Property Transfer Tax**	
C.1	Projected Residential Land Uses	
	General Neighborhood	$10,539
	Residential Estate	$10,558
C.2	Existing Residential Land Uses	
	General Neighborhood	$178
	Rural Rancho	$72
	Residential Estate	$554
C.3	Existing Non-Residential Land Uses	
	General Neighborhood	$125
	Residential Estate	$175
	General Commercial	$47
D	Property Tax In-Lieu of Vehicle License Fee	
	Projected Residential and Non-Residential Land Uses [13]	$918,571
II	**Total Property Tax Revenues**	**$1,288,080**

ATTACHMENT 1-D
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
PROPERTY TAX REVENUE ANALYSIS

NOTES:

[1] Based on Tax Rate Area (TRA) data provided by the County of Riverside Auditor-Controller's Office. TRA allocations adjusted for the Educational Revenue Augmentation Fund ("ERAF").
[2] Assumes the County of Riverside will first pledge 20% of its 1% property tax increment from the Annexation Area to the Eastern Coachella Valley Enhanced Infrastructure Financing District ("ECV EIFD").
[3] Assumes the City of Coachella will receive 25% of County of Riverside's remaining 1% property tax increment after the aforementioned dedication to the ECV EIFD in Note No. 2.
[4] Estimate, subject to change.
[5] Please see Attachment 1-C. Subject to change.
[6] Based on the comparable assessed value assumptions utilized in the KPC Coachella Specific Plan Project.
[7] Source: County of Riverside Assessor Office.
[8] Based on typical DTA baseline assumptions.
[9] Source: California Revenue & Taxation Code §11901, et seq.
[10] City of Coachella Municipal Code §4.20.020.
[11] Source: County of Riverside Auditor-Controller Office.
[12] Source: City of Coachella Fiscal Year 2024/2025 Adopted Budget.
[13] Property Tax in-lieu of Vehicle Licensing Fees applies to incremental property value.

* ***All figures subject to rounding***

ATTACHMENT 1-E

COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)

BASE PROGRAM

SALES TAX REVENUE ANALYSIS

Indirect Sales Tax Assumptions

I	**Indirect Sales Tax Assumptions - Residential**	
A	**Projected Residential Land Use Mortgage/Rent Assumptions**	
A.1	General Neighborhood	
	Projected Sales Price per Unit [1]	$511,875
	Average Mortgage (20% Down Payment)	$409,500
	Annual Mortgage Payment (5% for 30 Years)	$26,379
	Additional Annual Taxes & Insurance (2.00%)	$10,238
A.2	Residential Estate	
	Projected Sales Price per Unit [1]	$1,184,000
	Average Mortgage (20% Down Payment)	$947,200
	Annual Mortgage Payment (5% for 30 Years)	$61,017
	Additional Annual Taxes & Insurance (2.00%)	$23,680
B	**Existing Residential Land Use Mortgage/Rent Assumptions**	
B.1	General Neighborhood	
	Projected Sales Price per Unit [2]	$249,026
	Average Mortgage (20% Down Payment)	$199,221
	Annual Mortgage Payment (5% for 30 Years)	$12,834
	Additional Annual Taxes & Insurance (2.00%)	$4,981
B.2	Rural Rancho	
	Projected Sales Price per Unit [2]	$262,374
	Average Mortgage (20% Down Payment)	$209,899
	Annual Mortgage Payment (5% for 30 Years)	$13,521
	Additional Annual Taxes & Insurance (2.00%)	$5,247
B.3	Residential Estate	
	Projected Sales Price per Unit [2]	$279,853
	Average Mortgage (20% Down Payment)	$223,882
	Annual Mortgage Payment (5% for 30 Years)	$14,422
	Additional Annual Taxes & Insurance (2.00%)	$5,597
C	**Projected Residential Land Use Disposable Income Assumptions**	
C.1	General Neighborhood	
	Average Household Income (3:1 Income to Household Payment Ratio)	$109,851
	Retail Taxable Expenditures (as a % of Disposable Income) [3]	23.92%
C.2	Residential Estate	
	Average Household Income (3:1 Income to Household Payment Ratio)	$254,092
	Retail Taxable Expenditures (as a % of Disposable Income) [3]	15.46%
D	**Existing Residential Land Use Disposable Income Assumptions**	
D.1	General Neighborhood	
	Average Household Income (3:1 Income to Household Payment Ratio)	$53,442
	Retail Taxable Expenditures (as a % of Disposable Income) [3]	30.52%
D.2	Rural Rancho	
	Average Household Income (3:1 Income to Household Payment Ratio)	$56,307
	Retail Taxable Expenditures (as a % of Disposable Income) [3]	30.52%
D.3	Residential Estate	
	Average Household Income (3:1 Income to Household Payment Ratio)	$60,058
	Retail Taxable Expenditures (as a % of Disposable Income) [3]	30.52%
I	Indirect Sales Tax Assumptions - Employees	
	Annual Spending per Employee [4]	$7,540
II	Retail Taxable Sales Capture	
	City of Coachella Retail Taxable Purchase Capture	50%

ATTACHMENT 1-E
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
SALES TAX REVENUE ANALYSIS

Direct Sales Tax Assumptions

I	**Existing Non-Residential Direct Sales Tax Assumptions**	
A	**Existing Non-Residential Land Uses**	**Taxable Sales per Acre [5]**
	General Neighborhood	$0.00
	Residential Estate	$132,544
	General Commercial	$0.00

Other Sales Tax Assumptions

I	**Percent to the City of Coachella General Fund**	
	City of Coachella Municipal Code §4.24.050	1.00%
	Measure U	1.00%
	Total	**2.00%**

Fiscal Impact Calculation

I	**Fiscal Impact Category**	**Annual Fiscal Impact Amount**
A	**Indirect Sales Tax**	
A.1	**Projected Residential Land Uses**	
	General Neighborhood	$99,608
	Residential Estate	$64,046
A.2	**Existing Residential Land Uses**	
	General Neighborhood	$2,120
	Rural Rancho	$859
	Residential Estate	$6,598
A.3	**Employee Taxable Sales**	
	Direct Employees	$9,576
B	**Direct Sales Tax**	
B.1	**Existing Non-Residential Land Uses**	
	General Neighborhood	$0
	Residential Estate	$170,213
	General Commercial	$0
II	**Total Sales Tax Revenues**	**$353,020**

NOTES:
[1] Based on the comparable assessed value assumptions utilized in the KPC Coachella Specific Plan Project.
[2] Based on the average assessed valuation per dwelling unit. Source: County of Riverside Assessor Office.
[3] Source: Bureau of Labor Statistics, 2022 Consumer Expenditure Survey.
[4] Based on the average daily spending of $29 on coffee, breakfast, and lunch.
Source: "State of Hybrid Work 2023, United States," Owl Labs.
[5] Based on typical DTA baseline assumptions.
* *All figures subject to rounding*

ATTACHMENT 1-F
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
TRANSIENT OCCUPANCY TAX REVENUE ANALYSIS

Transient Occupancy Tax Assumptions		
I	**Venue Assumptions [1]**	
A	**Old Polo Estate**	
	Rental Rate (per Night)	$6,516
	Occupancy Rate	50.00%
B	**Rancho 51 [1]**	
	Average Weekly Visitors	600
	Visitor Rate (per Night)	$175
C	**The Ranch at Coachella**	
	Rental Rate (per Night)	$1,973
	Occupancy Rate	50.00%
II	**Transient Occupancy Tax Rate Assumptions**	
	City of Coachella Municipal Code §4.28.030	9.00%
IV	**Annual Revenue**	
	Old Polo Estate	$1,189,134
	Rancho 51	$5,460,000
	The Ranch at Coachella	$360,013

Fiscal Impact Calculation		
I	**Fiscal Impact Category**	**Annual Fiscal Impact Amount**
A	**Transient Occupancy Tax**	
	Old Polo Estate	$107,022
	Rancho 51	$491,400
	The Ranch at Coachella	$32,401
II	**Total Transient Occupancy Tax Revenues**	**$630,823**

NOTES:
[1] Source: DTA research.

ATTACHMENT 1-G
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
UTILITY USERS' TAX REVENUE ANALYSIS

Utility Assumptions

I Utility Usage Assumptions

		Telephone	Electricity	Natural Gas	Water	Sewer
A	Projected Residential Land Uses	($ per Unit) [1]	($ per Unit) [2]	($ per Unit) [2]	($ per Unit) [2]	($ per Unit) [3]
	General Neighborhood	$1,920	$2,412	$720	$624	$597
	Residential Estate	$1,920	$2,412	$720	$624	$597
		Telephone	Electricity	Natural Gas	Water	Sewer
B	Existing Residential Land Uses	($ per Unit) [1]	($ per Unit) [2]	($ per Unit) [2]	($ per Unit) [4]	($ per Unit) [5]
	General Neighborhood	$1,920	$2,412	$720	$0	$0
	Rural Rancho	$1,920	$2,412	$720	$0	$0
	Residential Estate	$1,920	$2,412	$720	$0	$0
C	Existing Non-Residential Land Uses	($ per Business) [1]	(kWh per Sq. Ft.) [6]	(Cu. Ft. per Sq. Ft.) [7]	(Gal. per Unit) [4]	(Gal. per Unit) [5]
	General Neighborhood	$1,920	9.0	21.9	$0	$0
	Residential Estate	$1,920	0.00	0.00	$0	$0
	General Commercial	$1,920	7.6	39.1	$0	$0

II Energy Price Assumptions

A	Non-Residential Land Uses	Commodity Charge
	Electricity Costs per kWh [8]	$0.1181
	Natural Gas Rate per 1,000 Cu. Ft. [9]	$13.19

Gross Utility Receipts

I	Projected Residential Land Uses	
A	General Neighborhood	
	Telephone	$727,680
	Electricity	$914,148
	Natural Gas	$272,880
	Sewer	$226,218
	Water	$236,496
B	Residential Estate	
	Telephone	$312,960
	Electricity	$393,156
	Natural Gas	$117,360
	Sewer	$97,291
	Water	$101,712
II	Existing Residential Land Uses	
A	General Neighborhood	
	Telephone	$24,960
	Electricity	$31,356
	Natural Gas	$9,360
B	Rural Rancho	
	Telephone	$9,600
	Electricity	$12,060
	Natural Gas	$3,600
C	Residential Estate	
	Telephone	$69,120
	Electricity	$86,832
	Natural Gas	$25,920
III	Non-Residential Land Uses	
A	General Neighborhood	
	Telephone	$19,200
	Electricity	$178,208
	Natural Gas	$48,431
B	Residential Estate	
	Telephone	$9,600
	Electricity	$0
	Natural Gas	$0
C	General Commercial	
	Telephone	$1,920
	Electricity	$12,198
	Natural Gas	$7,009

Utility Users' Tax Assumptions

I	Utility Users' Tax Rate Assumptions	
	Telephone (Municipal Code §4.30.040)	5.00%
	Electricity (Municipal Code §4.30.050)	5.00%
	Natural Gas (Municipal Code §4.30.060)	5.00%
	Sewer (Municipal Code §4.30.090)	5.00%
	Water (Municipal Code §4.30.080)	5.00%

ATTACHMENT 1-G
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
UTILITY USERS' TAX REVENUE ANALYSIS

Fiscal Impact Calculation

		Annual Fiscal Impact Amount
I	**Fiscal Impact Category**	
A	**Utility User's Tax - Telephone**	
A.1	**Projected Residential Land Uses**	
	General Neighborhood	$36,384
	Residential Estate	$15,648
A.2	**Existing Residential Land Uses**	
	General Neighborhood	$1,248
	Rural Rancho	$480
	Residential Estate	$3,456
A.1	**Existing Non-Residential Land Uses**	
	General Neighborhood	$960
	Residential Estate	$480
	General Commercial	$96
B	**Utility User's Tax - Electricity**	
B.1	**Projected Residential Land Uses**	
	General Neighborhood	$45,707
	Residential Estate	$19,658
B.2	**Existing Residential Land Uses**	
	General Neighborhood	$1,568
	Rural Rancho	$603
	Residential Estate	$4,342
B.3	**Existing Non-Residential Land Uses**	
	General Neighborhood	$8,910
	Residential Estate	$0
	General Commercial	$610
C	**Utility User's Tax - Natural Gas**	
C.1	**Projected Residential Land Uses**	
	General Neighborhood	$13,644
	Residential Estate	$5,868
C.2	**Existing Residential Land Uses**	
	General Neighborhood	$468
	Rural Rancho	$180
	Residential Estate	$1,296
C.1	**Existing Non-Residential Land Uses**	
	General Neighborhood	$2,422
	Residential Estate	$0
	General Commercial	$350
D	**Utility User's Tax - Sewer**	
D.1	**Projected Residential Land Uses**	
	General Neighborhood	$11,311
	Residential Estate	$4,865
E	**Utility User's Tax - Water**	
E.1	**Projected Residential Land Uses**	
	General Neighborhood	$11,825
	Residential Estate	$5,086
II	**Total Utility Users' Tax Revenues**	**$197,464**

NOTES:
[1] Based on the current base cost of AT&T Family Cell Phone plan and Business Unlimited Premium plan with two lines.
[2] Source: DTA research.
[3] Source: Coachella Sanitary District.
[4] Existing properties do not currently receive water services from the Coachella Water Authority.
[5] Existing properties do not currently receive sewer services from the Coachella Sanitary District.
[6] Source: Table C15, 2018 Commercial Buildings Energy Consumption Survey, U.S. Energy Information Administration.
[7] Source: Table C25, 2018 Commercial Buildings Energy Consumption Survey, U.S. Energy Information Administration.
[8] Source: https://www.electricitylocal.com/states/california/coachella/
[9] Source: https://naturalgaslocal.com/states/california/coachella/
* ***All figures subject to rounding***

ATTACHMENT 1-H
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
MULTIPLIER REVENUE SOURCES ANALYSIS

Multiplier Revenue Assumptions

I	Revenue Category	Multiplier Factor [1]	Revenue Projection Basis
	Business Licenses	$71.62	Per Employee
	Franchise Fees	$21.46	Persons Served
	Licenses and Permits	$0.27	Persons Served
	Fines and Forfeitures	$4.47	Persons Served

Fiscal Impact Calculation

I	Fiscal Impact Category	Annual Fiscal Impact Amount
	Business Licenses	$9,096
	Franchise Fees	$53,028
	Licenses and Permits	$667
	Fines and Forfeitures	$11,045
II	**Total Multiplier Revenues**	**$73,836**

NOTES:

[1] Source: City of Coachella Approved Budget, Fiscal Year 2024-2025.

* *All figures subject to rounding*

ATTACHMENT 1-I
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
INVESTMENT INCOME REVENUES ANALYSIS

Assumptions

I	**Investment Income Assumptions**	
	Investment Period for Recurring Non-Interest General Fund Revenues	1 Month
	Local Agency Investment Fund (LAIF) Rate of Return [1]	2.06%
	Local Agency Investment Fund (LAIF) Percentage of Earnings Cost [1]	50.00%

Fiscal Impact Calculation

	Fiscal Impact Category	Annual Fiscal Impact Amount
I	Total Property Tax Revenues (Attachment 1-D)	$1,288,080
	Total Sales Tax Revenues (Attachment 1-E)	$353,020
	Total Transient Occupancy Tax Revenues (Attachment 1-F)	$630,823
	Total Utility Users' Revenues (Attachment 1-G)	$197,464
	Total Multiplier Revenues (Attachment 1-H)	$73,836
II	**Projected Recurring General Fund Revenues Available for Investment**	**$2,543,223**
III	**Plus: Investment Income (Less Earnings Cost)**	**$2,186**
IV	**Total Recurring General Fund Revenues**	**$2,545,409**

NOTES:

[1] Estimate. Subject to change.

* *All figures subject to rounding*

ATTACHMENT 1-J
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
MULTIPLIER EXPENDITURES ANALYSIS

Multiplier Expenditure Assumptions

I	Expenditure Category	Multiplier Factor [1]	Expenditure Projection Basis
	Public Works	$136.42	Persons Served
	Development Services	$67.60	Persons Served
	Police Services	$237.08	Persons Served
	Animal Control	$9.20	Persons Served
	Emergency Services	$1.68	Persons Served
	Fire Services	$96.87	Persons Served

Fiscal Impact Calculation

I	Fiscal Impact Category	Annual Fiscal Impact Amount
	Public Works	$337,094
	Development Services	$167,040
	Police Services	$585,825
	Animal Control	$22,733
	Emergency Services	$4,151
	Fire Services	$239,366
II	**Total Multiplier Expenditures**	**$1,356,209**

NOTES:

[1] Source: City of Coachella Approved Budget, Fiscal Year 2024-2025.

* ***All figures subject to rounding***

ATTACHMENT 1-K
COACHELLA, CALIFORNIA: WEST ANNEXATION AREA 2024 (P7 AND MESQUITE)
BASE PROGRAM
GENERAL GOVERNMENT EXPENDITURES ANALYSIS

Assumptions

I	General Government Overhead Expenditures	
	Total Recurring Fund Expenditures (excluding General Government Overhead) [1]	$26,513,523
	Recurring General Government Overhead Expenditures (as a % of Total Recurring Fund Expenditures) [2]	40.9%
	Marginal Increase in General Government Costs	75%

Fiscal Impact Calculation

	Fiscal Impact Category	Annual Fiscal Impact Amount
	Total Multiplier Expenditures (Attachment 1-I)	$1,356,209
II	**Projected Recurring General Fund Expenditures**	**$1,356,209**
III	**Plus: General Government Costs**	**$415,666**
IV	**Total Recurring Expenditures**	**$1,771,875**

NOTES:

[1] Source: City of Coachella Approved Budget, Fiscal Year 2024-2025.

[2] General Government Overhead Expenditures defined as costs for Legislative, Administration, Finance, Development Services, and other General Government.

* *All figures subject to rounding*

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PLAN OF SERVICES
CITY OF COACHELLA

ANNEXATION OF PROPOSED WEST ANNEXATION AREA (P7 AND MESQUITE)

November 5, 2024

Public Finance
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Development Economics
Clean Energy Bonds

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CITY OF COACHELLA

PLAN OF SERVICES
ANNEXATION OF PROPOSED WEST ANNEXATION AREA
(P7 AND MESQUITE)

Prepared for:

City of Coachella

53990 Enterprise Way

Coachella, CA 92236

Approved by:

By: _____

Its: _____

Date: _____

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I INTRODUCTION

DTA has been retained to prepare a Plan of Services ("POS") for the City of Coachella (the "City") to serve the proposed annexation of certain areas designated as West Annexation Area 2024 (the "Annexation Area"), commonly known as P7 and Mesquite. The entire Annexation Area is currently located within the unincorporated portion of the County of Riverside (the "County") and the City's Sphere of Influence ("SOI").

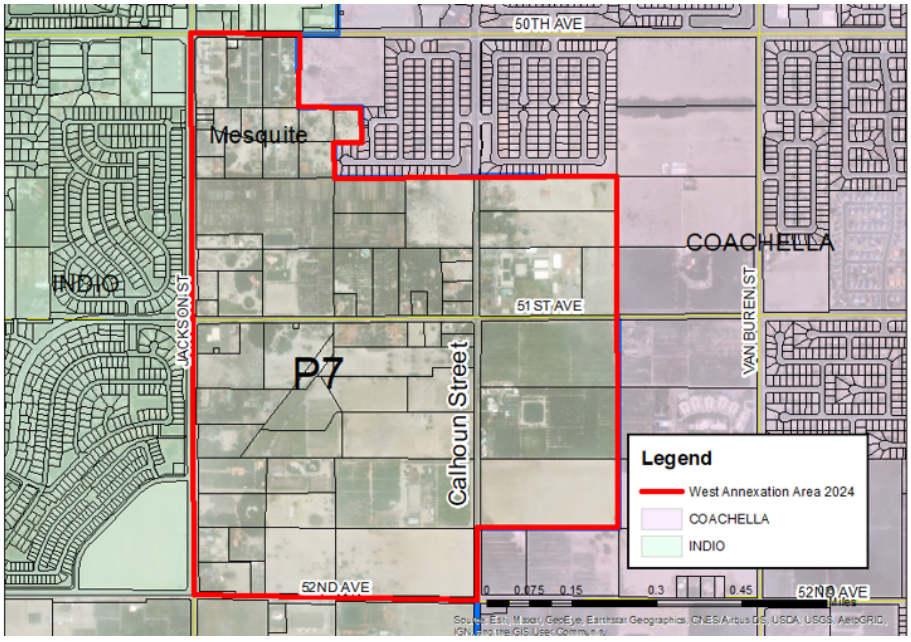
A Purpose of the Plan of Services

The City is in the process of submitting an annexation application (the "Annexation Application") to the County Local Agency Formation Commission ("LAFCO") for the annexation of the Annexation Area into the City. LAFCO requires the preparation and certification of a study, called a POS, when a jurisdiction is to be impacted by a proposed change of organization or reorganization, such as an annexation of additional properties into its jurisdiction. The intent of this POS is to provide LAFCO with sufficient information to assess the capabilities of the City related to providing municipal services to the Annexation Area once it has been absorbed by the City. In addition, the POS includes information on the fiscal impacts of such annexation action on the City General Fund.

B Description of the Annexation Area

As depicted in Figure 1 below, the Annexation Area encompasses approximately 355.87 acres of land abutting the City's western boundaries and is generally bounded on the north by 50th Avenue, on the west by Jackson Street, and on the south by 52nd Avenue.

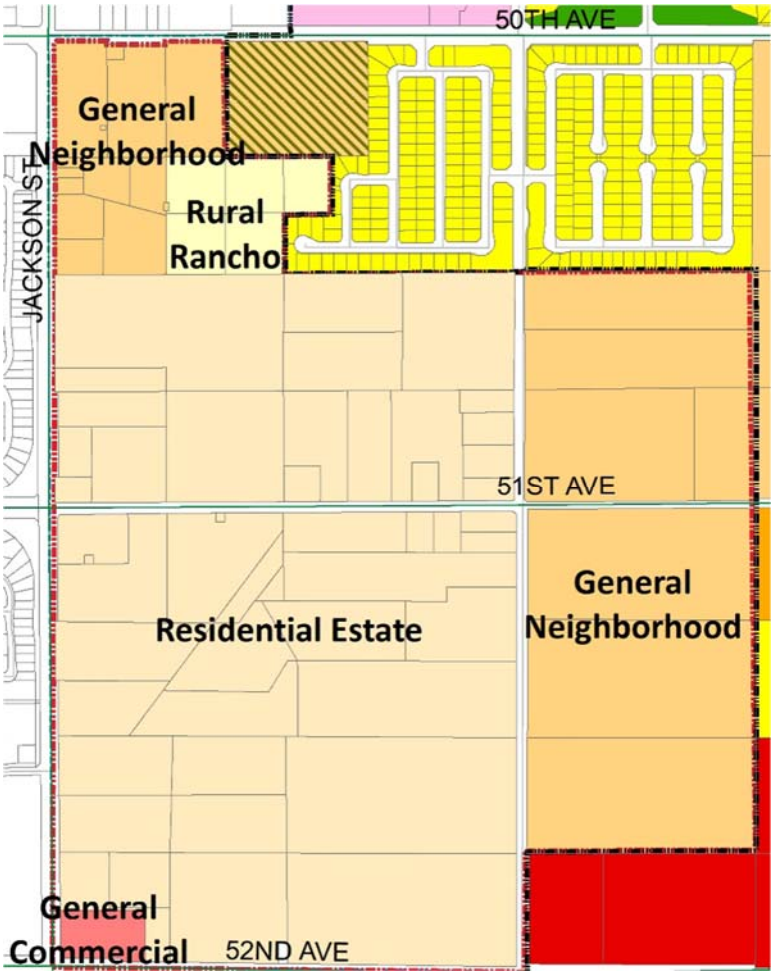
Figure 1: Boundaries of the Annexation Area



Pursuant to the City 2035 General Plan Update and illustrated in Figure 2 below, the Annexation Area is comprised of the following zoning designations:

- Rural Rancho: Allows for 0.4 to 1 dwelling unit ("DU") per acre in residential density;
- Residential Estate: Permissible dwelling density ranges from 1 to 2.2 DUs per acre;
- General Neighborhood: Allows for 7 to 25 DUs per acre in residential density, with 12 DUs per acre anticipated to be the average density for new projects therein; and
- General Commercial: Allows for commercial development up to the maximum floor area ratio ("FAR") of 1.00.

Figure 2: Zoning Designations within the Annexation Area



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The Annexation Area is currently comprised of both developed and vacant parcels. To evaluate the required municipal services of the Annexation Area upon its annexation into the City, DTA developed a build-out land use projection for the Annexation Area. Utilizing the 2024 County Assessor's Roll, DTA first determined if a parcel could be developed or redeveloped in the future based on its current development status and nature of such development. Pursuant to the direction from LAFCO, DTA applied applicable development density factors[1] to project the maximum allowed residential DUs and non-residential building square feet ("BSF") at the build-out of areas that are deemed developable. Table 1 below lists the projected land uses and their respective development unit count for the current developed property (the "Current Developed Area"), i.e., existing development, and future developable lands (the "Future Developable Area") within the Annexation Area.

Table 1: Projected Land Uses at Annexation Area Build-out

Zoning Designation	Gross Acres	Development Density Factor	DUs/Business/BSF
Current Developed Area			
Rural Rancho	11.92	N/A	5 DUs
Residential Estate	148.34	N/A	36 DUs and 5 Businesses
General Neighborhood	86.91	N/A	13 DUs and 3 Businesses
General Commercial	3.12	N/A	1 Business
Subtotal Non-Developable Area	**250.29**	**N/A**	**54 DUs and 9 Businesses**
Future Developable Area			
Rural Rancho	0.00	1 DU/Acre	0 DUs
Residential Estate	74.01	2.2 DUs/Acre	163 DUs
General Neighborhood	31.57	12 DUs/Acre	379 DUs
General Commercial	0.00	1.00 FAR	0 BSF
Subtotal Developable Area	**105.58**	**N/A**	**542 DUs**
Grand Total Annexation Area	**355.87**	**N/A**	**596 DUs and 9 Businesses**

1 The City indicates that homebuilders within the General Neighborhood zoning have elected to build at a dwelling density toward the lower end of the permissible range, as illustrated by the new community adjacent to the Annexation Area currently being constructed by Pulte Homes at 7.7 DUs per acre. The City deems the average residential density at 12 DUs per acre to be an appropriate metric to project the maximum DUs at the build-out of developable lands within the General Neighborhood zoning.

II PLAN OF SERVICES BEFORE AND AFTER ANNEXATION OF ANNEXATION AREA

The list of municipal services necessary to serve the Annexation Area are the following:

- General Government and Administrative Services;
- Fire Protection and Emergency Response Services;
- Sheriff/Police and Public Safety Services;
- Library;
- Parks and Recreation;
- Animal Control;
- Street Lighting;
- Landscape Maintenance;
- Water;
- Wastewater;
- Transportation;
- Flood Control and Drainage;
- Utilities;
- Schools; and
- Solid Waste Management.

Table 2, below, provides a summary of which public agencies are currently responsible for providing each type of municipal service, prior to the annexation, as well as which public agency is anticipated to be providing that same service after the annexation. In addition, one-time Development Impact Fees ("DIFs") will be collected by a number of public agencies to fund the capital costs of public facilities, as summarized in Section III of this Study.

Table 2: Municipal Services Providers for Proposed Annexation Area

Municipal Services	Current Municipal Provider	Future Municipal Provider After Annexation
General Government and Administrative Services[2]	County of Riverside	City of Coachella
Fire Protection and Emergency Response Services	▪ Riverside County Fire Department; and ▪ Riverside County Emergency Medical Service ("EMS") Agency.	Coachella Fire Protection District
Sheriff/Police and Public Safety	Riverside County Sheriff's Department	City of Coachella Police Department
Library	Riverside County Library System	Riverside County Library System

[2] Including General municipal administration, planning and community development services, economic development, local road operation and maintenance ("O&M"), street lighting O&M, local parks O&M, and human resources, among other services.

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SECTION I
PLAN OF SERVICES BEFORE AND AFTER ANNEXATION OF ANNEXATION AREA

Municipal Services	Current Municipal Provider	Future Municipal Provider After Annexation
Parks and Recreation		
▪ Regional Facilities	▪ Riverside County Regional Park and Open-Space District; and ▪ Desert Recreation District	▪ Riverside County Regional Park and Open-Space District; and ▪ Desert Recreation District
▪ Local Facilities	None	▪ City of Coachella Public Works Department; and/or ▪ Special Assessment Districts such as Landscaping and Lighting Maintenance Districts ("LLMDs")
Animal Control	Riverside County Department of Animal Services	Riverside County Department of Animal Services
Street Lighting	Imperial Irrigation District ("IID")/Riverside County Transportation Department	▪ IID/City of Coachella Public Works Department; and/or ▪ Special Assessment Districts such as LLMDs
Landscape Maintenance	Special Assessment Districts such as LLMD No. 89-1-Consolidated, Community Service Areas, or a Community Services District.	▪ City of Coachella Public Works Department; and/or ▪ Special Assessment Districts such as LLMDs
Water	Coachella Water Authority	Coachella Water Authority
Wastewater	Coachella Sanitary District	Coachella Sanitary District
Transportation		
▪ Freeways and Interchanges	Caltrans	Caltrans
▪ Local Public Roads	Riverside County Transportation Department	City of Coachella Public Works Department
▪ Regional Transit	Riverside County Transportation Commission ("RCTC")	RCTC
▪ Local Transit	Sunline Transit Agency	Sunline Transit Agency
Flood Control and Drainage		
▪ Regional Facilities	Coachella Valley Water District	Coachella Valley Water District
▪ Local Facilities	None	▪ City of Coachella Public Works Department; and/or ▪ Special Assessment Districts such as LLMDs
Utilities		
▪ Cable/Internet Provider/Phone	Spectrum and Frontier	Spectrum and Frontier
▪ Power	IID	IID
▪ Natural Gas	Southern California Gas Company	Southern California Gas Company
Schools	Coachella Valley Unified School	Coachella Valley Unified School
Solid Waste Management	Burrtec Waste Industries, Inc. through franchise agreement with Riverside County Department of Waste Resources.	Burrtec Waste Industries, Inc. through franchise agreement with the City of Coachella.

A written narrative describing the pre-annexation and post-annexation provision of each service listed above follows:

A General Government and Administrative Services

A.1 Before Annexation

The County currently provides general government and administrative services to the Annexation Area. These include certain services that the County only provides in the unincorporated County, such as planning and community development services, economic development, arterial, collector and other local road operation and maintenance ("O&M"), local parks O&M and human resources, among other services. In addition, the County provides certain services on a Countywide basis to both cities and the unincorporated County, such as criminal justice services related to jails and courts, which include district attorney, public defender and probation services, as well as health and welfare services and other Countywide functions.

A.2 After Annexation

The City will assume responsibility for all of the administrative and general government services that had been previously provided by the County exclusively for unincorporated County areas. As discussed above, these would include planning and community development services, economic development, local road and street light O&M, etc. within the Annexation Area. However, the other services currently provided by the County on a Countywide basis, such as criminal justice services related to jails and courts, which include district attorney, public defender and probation services, and health and welfare services, will continue to be the County's responsibility within the Annexation Area.

B Fire Protection and Emergency Response Services

B.1 Before Annexation

The Riverside County Fire Department ("RCFD") currently provides fire protection and emergency response services to the Annexation Area. The Annexation Area is primarily served by Fire Station No. 86, located at 46990 Jackson Street in the City of Indio, which is approximately 1.8 miles north of the Annexation Area. The Riverside County EMS Agency provides medical care outside of and prior to receiving treatment by a physician or nurse practitioner in a hospital, clinic, or office.

B.2 After Annexation

The Coachella Fire Protection District ("CFPD"), a component unit of the City for financial reporting purposes, will provide the fire protection and emergency response services to the Annexation Area after its annexation via a cooperative agreement with the RCFD and Cal Fire. The Annexation Area will continue to be primarily served by the RCFD Fire Station No. 86. Based on its proximity to an existing RCFD fire station, the Annexation Area is anticipated to be adequately served by fire

protection services.

Pursuant to the findings in the Initial Study/Negative Declaration ("IS/ND") prepared for the Annexation Area, no additional facilities or personnel are required to serve the Annexation Area "as-is", i.e., assuming no additional developments in the future. Any additional fire protection facilities needed to serve future developments will be funded through the collection of applicable Fire Facilities Impact Fees. Please see Section III for the current Fire Facilities Impact Fees and FIA for the estimated annual recurring fire protection service expenditures associated with the build-out of the Annexation Area, and the fiscal revenues generated therefrom, to fund such services.

C Law Enforcement

C.1 Before Annexation

The Riverside County Sheriff's Department ("RCSD") currently provides public safety services to the Annexation Area. The Annexation Area is primarily served by the Thermal Station, located at 86625 Airport Boulevard in City of Thermal, which is approximately 6.7 miles southeast of the Annexation Area.

C.2 After Annexation

The City of Coachella Police Department ("CPD"), via its contract with the RCSD, will provide comprehensive law enforcement services to the Annexation Area after its annexation. The Annexation Area will continue to be primarily served by the RCSD's Thermal Station. Based on its proximity to an existing RCSD patrol station, the Annexation Area is anticipated to be adequately served by police protection services.

Pursuant to the findings in the IS/ND prepared for the Annexation Area, no additional facilities or personnel are required to serve the Annexation Area "as-is", i.e., assuming no additional developments in the future. Any additional police facilities needed to serve future developments will be funded through the collection of applicable Police Facilities Impact Fees. Please see Section III for the current Police Facilities Impact Fees and FIA for the estimated annual recurring police expenditures associated with the build-out of the Annexation Area, and the fiscal revenues generated therefrom, to fund such services.

D Library

D.1 Before Annexation

Currently, the Annexation Area is served by the Riverside County Library system. The nearest County library is the Coachella Library, located at 1500 6th Street in Coachella.

D.2 After Annexation

The Riverside County Library system will continue to serve the Annexation Area after its annexation into the City. Notably, the City will be responsible for constructing any new libraries required to serve the Annexation Area through the collection of applicable Library Facilities Impact Fees. Please see Section III for the current Library Facilities Impact Fees.

E Parks and Recreation

E.1 Before Annexation

The Riverside County Regional Park and Open-Space District ("RCRPD") provides regional park services to all residents and employed persons within the County, including parks located in both incorporated and unincorporated areas. The closest regional park is Lake Cahuilla Veterans Regional Park, which is a 710-acre park located 6 miles southeast of Old Town La Quinta with 96 campsites near the Santa Rosa Mountains and a 135-acre lake. However,RCRPD's mandate is only to provide regional park facilities, so it does not support the construction, operations or maintenance of local parks anywhere within its jurisdiction, including within the Annexation Area.

The Annexation Area is also located within the boundaries of the Desert Recreation District ("DRD"), formerly known as the Coachella Valley Recreation and Park District. The DRD, encompassing over 1,800 square miles, is the largest park and recreation district in California. The DRD currently has over 30 parks and recreation facilities and provide recreational services to approximately 300,000 residents within its boundaries. The DRD facilities closest to the Annexation Area, both located within the City limits, are Bagdouma Park, a 46-acre multi-sport complex at 51723 Douma Street, and the newly constructed Rancho Las Flores Park at 48400 Van Buren Street.

The Annexation Area currently does not have any local public parks or recreational facilities.

E.2 After Annexation

The City will operate and maintain any new local public parks and/or recreational facilities within the Annexation Area after their construction through its Public Works Department, the formation of new special assessment districts such as landscaping and lighting maintenance districts ("LLMDs"), or combination of both. The Parks and Recreation Division of City's Public Works Department currently supports the operations and maintenance of four community parks within the City, which are available for use by residents and employed persons located within the Annexation Area.

There are currently 38 LLMDs within the City, with each LLMD encompassing a discrete service area. In connection with the creation of each individual LLMD, an

Engineer's Report was prepared to identify the services to be provided therein and the annual assessments required for funding such services. Authorized services for a LLMD can include the common area landscape maintenance, street lighting, and storm system maintenance.

Pursuant to the findings in the IS/ND prepared for the Annexation Area, no additional facilities or personnel are required to serve the Annexation Area "as-is", i.e., assuming no additional developments in the future. Any additional park lands and facilities needed to serve future developments will be funded through the collection of applicable Park Land Impact Fees and Park Facilities Impact Fees. Please see Section III for the current Park Land Impact Fees and Park Facilities Impact Fees.

F Animal Control

F.1 Before Annexation

The Riverside County Department of Animal Services ("RCDAS") currently operates four animal shelters within the County, with Animal Samaritans being the closest shelter located at 72050 Pet Land Place in the City of Thousand Palms.

F.2 After Annexation

The RCDAS will continue to provide animal control and shelter services to the Annexation Area after its annexation into the City.

G Street Lighting

G.1 Before Annexation

The Imperial Irrigation District ("IID") and the Riverside County Transportation Department are responsible for operating and maintaining streetlights within the Annexation Area.

G.2 After Annexation

Pursuant to the findings in the IS/ND prepared for the Annexation Area, no additional facilities or personnel are required to serve the Annexation Area "as-is", i.e., assuming no additional developments in the future. Upon annexation, IID and the City will be responsible for operating and maintaining streetlights in the Annexation Area. The operation and maintenance of those streetlights that are City's responsibility will be provided through its Public Works Department, the formation of new special assessment districts such as LLMDs, or a combination of both.

H Landscape Maintenance

H.1 Before Annexation

Landscape maintenance services within the right-of-way in unincorporated areas of the County may be provided through applicable special assessment districts, such as Landscaping and Lighting Maintenance District No. 89-1-Consolidated, community

service areas, or a community services district.

H.2 After Annexation

Pursuant to the findings in the IS/ND prepared for the Annexation Area, no additional facilities or personnel are required to serve the Annexation Area "as-is", i.e., assuming no additional developments in the future. Upon annexation, the City's Public Works Department and/or new special assessment districts, such as LLMDs, will be responsible for providing operations and maintenance services for the landscaping of all right-of-way, parkways and medians within the Annexation Area.

I Water

I.1 Before Annexation

Coachella Water Authority ("CWA") provides drinking water service to retail customers within the Annexation Area. CWA indicated that none of the properties within the Annexation Area are currently connected to the CWA water system to receive water services.

I.2 After Annexation

CWA will continue to be the retail drinking water service provider for the Annexation Area after its annexation into the City. Pursuant to the findings in the IS/ND prepared for the Annexation Area, no additional facilities or personnel are required to serve the Annexation Area "as-is", i.e., assuming no additional developments in the future. Future residential developments will need to construct the required improvements to connect to the CWA water system if they intend to receive water services from CWA. Any additional water facilities needed to serve future developments will be funded through the collection of applicable Water Connection Fees. Please see Section III for the current Water Connection Fees.

J Wastewater

J.1 Before Annexation

Coachella Sanitary District ("CSD") provides wastewater services to the Annexation Area. CSD indicated that none of the properties within the Annexation Area are currently connected to the CWA wastewater system to receive sewer services.

J.2 After Annexation

CSD will continue to provide wastewater services to the Annexation Area after its annexation into the City. Pursuant to the findings in the IS/ND prepared for the Annexation Area, no additional facilities or personnel are required to serve the Annexation Area "as-is", i.e., assuming no additional developments in the future. Future residential developments will need to construct the required improvements to connect to the CSD wastewater collection system if they intend to receive sewer services from CSD. Any additional sewer facilities needed to serve

future developments will be funded through the collection of applicable Sanitary District Connection Fees. Please see Section III for the current Sanitary District Connection Fees.

K Transportation

K.1 Before Annexation

Caltrans currently operates and maintains freeways located in the unincorporated County, while, as noted in Section A.1 of this study, arterials, collectors and other local public roads are operated and maintained by the Riverside County Transportation Department. Riverside County Transportation Commission ("RCTC") provides regional public transit in the unincorporated County, with Sunline Transit Agency providing the local transit services.

K.2 After Annexation

Caltrans, RCTC, and Sunline Transit Agency will continue to provide freeway and public transit services to the Annexation Area once the annexation has been completed. As noted previously in Section A.2, the City's Public Works Department will be responsible for the operations and maintenance of local public roads within the Annexation Area.

Pursuant to the findings in the IS/ND prepared for the Annexation Area, no additional facilities or personnel are required to serve the Annexation Area "as-is", i.e., assuming no additional developments in the future. Any additional local transportation facilities needed to serve future developments will be funded through the collection of applicable Bus Shelter Impact Fees and Street & Transportation Impact Fees. Please see Section III for the current Bus Shelter Impact Fees and Street & Transportation Impact Fees.

L Flood Control and Drainage

L.1 Before Annexation

The Coachella Valley Water District ("CVWD") provides operations and maintenance services for regional flood control facilities. There are currently no local flood control facilities within the Annexation Area.

L.2 After Annexation

The CVWD will continue to manage regional flood control facilities on behalf of the Annexation Area. Pursuant to the findings in the IS/ND prepared for the Annexation Area, no additional facilities or personnel are required to serve the Annexation Area "as-is", i.e., assuming no additional developments in the future. The City will operate and maintain future local flood control facilities through its Public Works Department, the formation of new special assessment districts such as LLMDs, or a combination of both.

M Utilities

M.1 Before Annexation

The current providers of cable television, internet and telephone services within the area are Spectrum and Frontier Communications. Electricity is supplied by IID and natural gas by the Southern California Gas Company.

M.2 After Annexation

All utility services in the Annexation Area will continue to be maintained by the same private parties.

N Schools

N.1 Before Annexation

The local primary and secondary schools are being operated by the Coachella Valley Unified School ("CVUD").

N.2 After Annexation

Both primary and secondary school services will continue to be the responsibility of CVUD.

O Solid Waste Management

O.1 Before Annexation

Burrtec Waste Industries, Inc. currently provides waste and recycling services to the Annexation Area site through a franchise agreement with the County Department of Waste Resources.

O.2 After Annexation

Burrtec Waste Industries, Inc. will continue to provide waste and recycling services to the Annexation Area site after its annexation, although its franchise agreement will be executed with the City rather than with the County.

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III FISCAL IMPACT

Fiscal impacts arising from a land development plan can be broadly categorized as one of two types, specifically one-time impacts or recurring impacts.

A One-Time Fiscal Impacts

DIFs are one-time fees utilized to fund a project's fair share of a municipality's infrastructure and capital needs, and are generally paid upon issuance of grading permits or building permits. **It is assumed that one-time revenues would directly offset one-time costs.** Projected residential uses within the Annexation Area are subject to the following DIFs collected by the City:

- Park Land Impact Fee: Collected to provide necessary parkland and open space for the additional residential population generated by new developments. Current fees are imposed at $3,056.94 per single-family unit ("SFU") and $2,567.83 per multi-family unit ("MFU").
- Library Facilities Impact Fee: Collected to provide library access to books, internet, and other reading and learning materials for the additional residents generated by new developments. Current fees are assessed at $577.88 and $485.42 per SFU and MFU, respectively.
- Bus Shelter Impact Fee: Collected to provide sufficient bus shelters at designated bus stops to accommodate transit expansion, with the current fee imposed at $85 per residential unit.
- Park Improvement Impact Fee: Collected to provide sufficient park facilities and equipment for the additional residents generated by new developments. Current fees are assessed at $6,480.35 and $5,443.49 per SFU and MFU, respectively.
- Street & Transportation Impact Fee: Collected to provide for street improvements based on trip demand placed on the road system by new developments. Current fees are imposed at $3,357.48 and $1,738.69 per SFU and MFU, respectively.
- Police Facilities Impact Fee: Collected to provide police facilities and service equipment for increased police needs to serve new developments. Current fees are assessed at $306.54 and $257.49 per SFU and MFU, respectively.
- General Government Facilities Impact Fee: Collected to provide general government facilities needed to serve additional residents generated by new developments. Current fees are imposed at $2,357.61 and $1,980.39 per SFU and MFU, respectively.
- Fire Facilities Impact Fee: Collected to provide fire protection and medical services facilities and equipment needed to serve additional residential population generated by new developments. Current fees are assessed at $1,750.03 and $1,470.02 per SFU and MFU, respectively.

- Water Connection Fee: Collected to provide adequate water facilities to meet the demands of new communities, with the current fee imposed at $3,948.17 per equivalent dwelling unit ("EDU"). The determination of EDUs is based on the number and size of water connections required.
- Sanitary District Connection Fee: Collected to provide adequate sanitation facilities to meet the demands of new communities, with the current fee imposed at $4,141.56 per EDU. A SFU is deemed to be one EDU, with a MFU converted to the applicable EDU based on its "equivalence" as an SFU.
- Art in Public Places Impact Fee: Collected to provide continued community access to public art. Current fees are assessed at 0.25% of the residential unit valuation.

Notably, the Transportation Uniform Mitigation Fee ("TUMF") and Multiple Species Habitat Conservation Plan Fee ("MSHCPF") are excluded from the above list, as both fees are collected through the City. The TUMF will be paid directly to the Western Riverside Council of Governments and MSHCPF to the Western Riverside County Regional Conservation Authority. The fees listed above focus on City-based fees only. Actual fees will be calculated by the City at the time of issuance of a building permit. Fees may vary due to exemptions, credits or other variables.

B Recurring Fiscal Impact

As detailed in the Fiscal Impact Analysis Summary Memorandum (the "FIA Memo") submitted under a separate cover, **the Annexation Area site is anticipated to generate an annual recurring incremental fiscal surplus at buildout of $78,199 based on the generation of $1,850,074 in annual recurring revenues and $1,771,875 in recurring annual costs (See Section C of the FIA Memo).** Overall, the annual General Fund revenues generated are projected to equal 1.04 times the associated General Fund costs. If the fiscal impact analysis for a project reflects a revenue/cost Ratio >1, the project is expected to generate a positive net fiscal impact for the municipality's funds.

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Public Finance
Public-Private Partnerships
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NOVEMBER 1, 2024

VIA EMAIL: GPEREZ@COACHELLA.ORG
CITY OF COACHELLA
DEVELOPMENT SERVICES
ATTN: GABRIEL PEREZ
53990 ENTERPRISE WAY
COACHELLA, CA 92236

Dear Mr. Perez:

INITIAL STUDY AND NEGATIVE DECLARATION FOR THE COACHELLA POCKET 7 MESQUITE ANNEXATION PROJECT, SCH# 2024100426

The Department of Conservation's (Department) Division of Land Resource Protection (Division) has reviewed the Initial Study and Negative Declaration for the Coachella Pocket 7 Mesquite Annexation Project (Project).

The Division monitors and maps farmland conversion on a statewide basis, provides technical assistance regarding the Williamson Act, and administers various agricultural land conservation programs. Public Resources Code, section 614, subdivision (b) authorizes the Department to provide soil conservation advisory services to local governments, including review of CEQA documents.

Protection of the state's agricultural land resources is part of the Department's mission and central to many of its programs. The CEQA process gives the Department an opportunity to acknowledge the value of the resource, identify areas of Department interest, and offer information on how to assess potential impacts or mitigation opportunities.

The Department respects local decision-making by informing the CEQA process, and is not taking a position or providing legal or policy interpretation.

We offer the following comments for consideration with respect to the project's potential impacts on agricultural land and resources within the Department's purview.

PROJECT ATTRIBUTES

The proposed project would annex 78 parcels and approximately 374 acres, which are currently within the City's Sphere of Influence (SOI) or General Plan Planning Area, generally bounded by Jackson Street to the west, Avenue 50 to the north, Van Buren Street to the east, and Avenue 52 to the south. A portion of this area, known as P7, was added to the City's General Plan Planning Area in 2023 through a General Plan

Amendment. The northern and eastern portions of this area were previously included in the City's SOI and had land use overlays identified in the 2015 Certified General Plan Environmental Impact Report (EIR).

The project site contains Prime Farmland as designated by DOC's Farmland Mapping and Monitoring Program, and a portion of the project site is subject to a Williamson Act contract.

PROJECT CONSIDERATIONS

The conversion of agricultural land represents a permanent reduction and impact to California's agricultural land resources. The Department generally advises discussion of the following in any environmental review for the loss or conversion of agricultural land:

- Type, amount, and location of farmland conversion resulting directly and indirectly from implementation of the proposed project.
- Impacts on any current and future agricultural operations in the vicinity; e.g., land-use conflicts, increases in land values and taxes, loss of agricultural support infrastructure such as processing facilities, etc.
- Incremental impacts leading to cumulative impacts on agricultural land. This would include impacts from the proposed project, as well as impacts from past, current, and likely future projects.
- Implementation of any City or County Agricultural Mitigation Plans, Programs, or Policies.
- Proposed mitigation measures for impacted agricultural lands within the proposed project area.
- The project's compatibility with lands within an agricultural preserve and/or enrolled in a Williamson Act contract.

WILLIAMSON ACT

Where, as here, the project site is located on land subject to a Williamson Act contract, the Department advises that the environmental review discuss the compatibility of the project with the contract and local Williamson Act program requirements.

MITIGATING AGRICULTURAL LAND LOSS OR CONVERSION

Consistent with CEQA Guidelines, the Department advises that the environmental review address mitigation for the loss or conversion of agricultural land. An agricultural conservation easement is one potential method for mitigating loss or conversion of agricultural land. (*See* Cal. Code Regs., tit. 14, § 15370 [mitigation includes "compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements."]; *see also King and Gardiner Farms, LLC v. County of Kern* (2020) 45 Cal.App.5th 814.)

Mitigation through agricultural conservation easements can take at least two forms: the outright purchase of easements or the donation of mitigation fees to a local, regional, or statewide organization or agency whose purpose includes the acquisition and stewardship of agricultural easements. The conversion of agricultural land may be viewed as an impact of at least regional significance. Hence, the search for replacement lands may not need to be limited strictly to lands within the project's surrounding area. A helpful source for regional and statewide agricultural mitigation banks is the California Council of Land Trusts. They provide helpful insight into farmland mitigation policies and implementation strategies, including a guidebook with model policies and a model local ordinance. The guidebook can be found at:

California Council of Land Trusts

Of course, the use of conservation easements is only one form of mitigation, and the Department urges consideration of any other feasible measures necessary to mitigate project impacts.

Thank you for giving us the opportunity to comment on the Initial Study and Negative Declaration for the Coachella Pocket 7 Mesquite Annexation Project. Please provide the Department with notices of any future hearing dates as well as any staff reports pertaining to this project. If you have any questions regarding our comments, please contact Farl Grundy, Associate Environmental Planner via email at Farl.Grundy@conservation.ca.gov.

Sincerely,

Monique Wilber

Monique Wilber

Conservation Program Support Supervisor

AGUA CALIENTE BAND OF CAHUILLA INDIANS

TRIBAL HISTORIC PRESERVATION

03-017-2024-001

November 07, 2024

[VIA EMAIL TO:gperez@coachella.org]
City of Coachella
Mr. Gabriel Perez
53-990 Enterprise Way
Coachella, CA 92236

Re: Notice of Intent to Adopt a Negative Declaration for Coachella Pocket 7/Mesquite Annexation Project

Dear Mr. Gabriel Perez,

The Agua Caliente Band of Cahuilla Indians (ACBCI) appreciates your efforts to include the Tribal Historic Preservation Office (THPO) in the Coachella West Annexation project. A records check of the ACBCI cultural registry revealed that the project area is not located within the boundaries of the ACBCI Reservation. However, it is within the Tribe's Traditional Use Area.We currently have no concerns regarding this project. This letter shall conclude our consultation efforts.

* Please provide us updates or notifications for the approval of the annexation and future projects within Pocket 7 to consult on.

Again, the Agua Caliente appreciates your interest in our cultural heritage. If you have questions or require additional information, please call me at (760) 883-1137. You may also email me at ACBCI-THPO@aguacaliente.net.

Cordially,

Luz Salazar
Cultural Resources Analyst
Tribal Historic Preservation Office
AGUA CALIENTE BAND
OF CAHUILLA INDIANS

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