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

September 09, 2026
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, or via Zoom.**
  - **In Person:**

    Anyone wishing to speak in person during the public comment period or on a particular item is required to fill out a Request to Speak Form. In order to be recognized, a Request to Speak Form must be turned in to the City Clerk prior to the start of the public comment period or before the agenda item is taken up by Council on which you wish to provide a comment.
  - **In Real Time via Zoom:**

    If participating in real time via Zoom, during the public comment period, participants must be visible on camera and use the **"raise hand"** function on Zoom.
  - **In Writing via Email:**

    If providing a written comment by email, you may submit your public comment to the City Council by emailing cityclerk@coachella.org. To comment by email, submit your comments no later than 12 p.m. on the day of the meeting by emailing your name, agenda item (if applicable), and your comment. Any correspondence received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter, during the meeting and upon request one (1) hard copy of the written

public comments will be available for the public's view, and written comments will be retained for the official records. Written comments will not be read aloud at City Council meetings.

- 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. PUBLIC EMPLOYEE APPOINTMENT (Govt. Code Section 54957(b)(1))
   Title: City Attorney

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

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

PLEDGE OF ALLEGIANCE:

CLOSED SESSION ANNOUNCEMENTS:

CITY COUNCIL CONFLICT OF INTEREST DISCLOSURE:

PUBLIC COMMENTS (NON-AGENDA ITEMS) (LIMITED TO A MAXIMUM OF 30 MINUTES. IF ADDITIONAL TIME IS REQUIRED FOR PUBLIC COMMENTS, THEY WILL BE HEARD AFTER. PUBLIC HEARING CALENDAR):

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.

PROCLAMATIONS/PRESENTATIONS:

3. Presentation by Friends of the Children I Coachella Valley

4. Find Food Bank Presentation on Hunger Action Month 2026

5. Animal Samaritans Proposal for Pet Spay/Neuter Services

6. TCC Coachella Prospera: GRID Alternatives Energy for All Program

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.)

7. Regular City Council Meeting Minutes of August 26, 2026, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation

8. Voucher Listing- EFT's/Utility Billing Refunds/FY 2025-26 and FY 2026-27 Expenditures as of September 9, 2026, $7,272,592.56

9. Resolution 2026-52, Authorizing the City Manager to act as the authorized agent to file and execute all related project application documents for Fiscal Years 2025, 2026, and 2027 Emergency Management Preparedness Grant (EMPG).

10. Letter Agreement with Pacific Energy Concepts (PEC) in the amount of $31,644.82 for the Electric Vehicle Charging Stations and appropriate $31,644.82 from unallocated general fund reserves, Project No. PW 2026-05

11. Professional Service Agreement with Albert A. Webb Associates, in an amount not-to-exceed $1,325,000, to provide Professional Engineering Services for the Connect Coachella ATP Project, City Project ST-138.

12. Authorize the City Manager to Execute a Professional Services Agreement with Precision Backflow for Backflow Testing Services in an Amount not to Exceed $21,560.00 and Authorize a 10% Contingency

13. Letter Agreement with Segura Home Solutions Corp. in the amount of $80,440 for the City Hall and Library Painting Project, Project No. PW 2026-06.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

14. Addition of Anti-Nepotism Language to City Commissions Applications

15. Construction Contract with JB Bostick, LLC. in the amount of $224,681.00 plus 10% contingency for the Construction of the Avenida de Platina Neighborhood Paving Rehabilitation, City Project No.ST-135.

16. Authorize the direct purchase of Skatepark equipment from American Ramp Company, in an amount not-to-exceed $225,000 for the Dateland Skatepark, City Project P-27.

17. Approve Sponsorship and In-kind Services Request for the 2026 Synergy Zine and Live Art Festival by Culturas Music and Arts in the Amount of $25,000

18. Approve a Professional Services Agreement and a Contract Option for the Greater Coachella Valley Chamber of Commerce Business Support Services for Fiscal Year 2026-27

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

19. Introduction and First Reading of Ordinance No. 1232, Regulating the Sale and Distribution of Kratom Products

20. Introduction and First Reading of Ordinance No. 1233, adding Chapter 8.65 ("Smoke-Free Areas") to Title VIII of the Coachella Municipal Code to establish smoke-free areas intended to protect public health and the environment.

21. Community Facilities District (CFD No. 2005-01) Annexation Area No. 37 – (Casa Sienna)

a) Resolution No. 2026-53 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 37) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

b) Resolution No. 2026-55 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 37 (Casa Sienna).

c) Resolution No. 2026-54 Canvassing The Results of The Election Held Within CFD No. 2005-01 Annexation Area No. 37 (Casa Sienna).

d) Ordinance No. 1236 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 37 Annexed to Said District (1st Reading)

REPORTS AND REQUESTS:

Council Discussion on Future Agenda Items

Council Comments/Report of Miscellaneous Committees.

Department Director Reports

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.

Americans with Disabilities Act: The meetings are accessible to persons with disabilities. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact the office of the City Clerk at 760-398-3502 extension 102 or via email cityclerk@coachella.org. Notification 24 hours prior to the meeting will help the City make reasonable arrangements.

Closed Caption and Translation: Closed Caption and Translation are accessible through City website live-stream and Zoom Webinar audio-visual platform and accessible in real-time to all teleconference attendees. Members of the public must activate the "Show Captions" feature on their device for closed caption; and may use the "Options Arrow" to select from the list of available languages for translation.

City of Coachella

Karrie

Executive Director

Vicki

Advancement Manager





Children in our Valley face barriers no child should have to navigate alone.

Families with children are the fastest-growing segment of those experiencing homelessness in the Coachella Valley.

1 in 6

children face hunger

42.7%

of children live at or below the Federal Poverty Line

21.5%

of children age 3+ have received one or more mental health diagnoses

2025 HARC Coachella Valley Community Health Survey

FRIENDS of the CHILDREN Coachella Valley

We Show Up for Children.
We Start Early, and We Stay.

- Select children who face multiple systemic obstacles, 4-6 years of age.
- Commit to each child for the long term. 12+ years, no matter what.
- Each child is paired with a paid professional mentor, a “*Friend*”.
- **Each Friend spends 4 hours every week 1:1 with youth, kindergarten through high school graduation.**

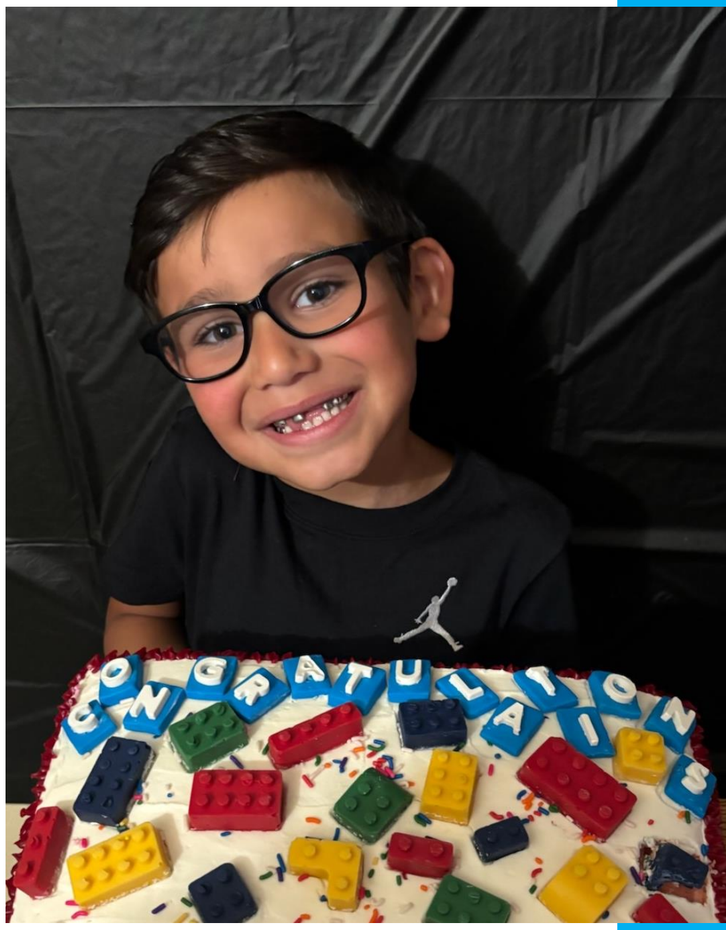


FRIENDS of the CHILDREN Coachella Valley

4 Hours Every Week. 12+ Years No Matter What







FR1ENDS of the CH1LDREN
Coachella Valley

In the Classroom, in the Community, and with Caregivers







FR1ENDS of the CH1LDREN
Coachella Valley

School Partnerships

In Partnership with Two School Districts

24 children selected 2024 – 2025

24 children selected 2025 – 2026

COACHELLA VALLEY UNIFIED SCHOOL DISTRICT

DESERT SANDS UNIFIED SCHOOL DISTRICT

Currently serving 48 Children and their Families

FR1ENDS of the CH1LDREN Coachella Valley



Paid Professional Mentors "Friends"

Cohort One



Ms. Belinda



Mr. Q



Ms. Marbella

Cohort Two



Mr. Sebastian



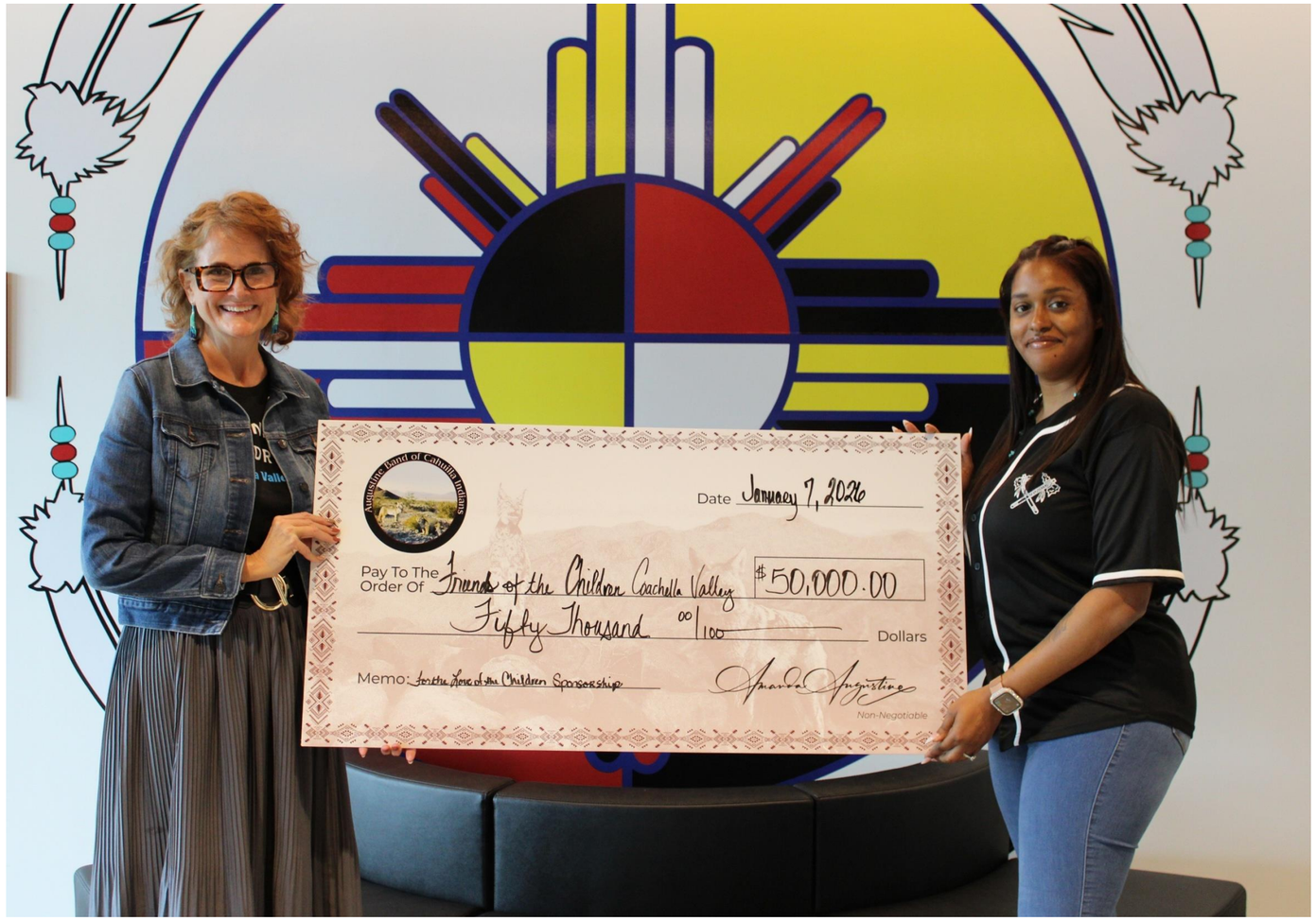
Ms. Tiffany



Mr. Norman

FRIENDS of the CHILDREN Coachella Valley

Our Model Makes Economic Sense



$1 = $7

The Harvard Business School Association of Oregon said that for every $1 invested in Friends of the Children, the community benefits over $7 in saved social costs.

Helping one child saves the community $900,000 in social costs.

FRIENDS of the CHILDREN
Coachella Valley

Local Impact Since 2024

48

children enrolled in a 12+ year relationship with a Friend

14,976

one-to-one mentoring hours invested to date

98%

of teachers and caregivers report significant milestones achieved with children enrolled



What's Possible with a Friend

Outcomes from our proven national model

92%

of youth pursue education, service, or employment

93%

of youth avoid juvenile justice system involvement

98%

of youth wait to parent until after their teen years

FRIENDS of the CHILDREN
Coachella Valley

Board of Directors

FRIENDS of the CHILDREN
Coachella Valley



KENNETH CHURCHILL

Board Chair
Entrepreneur
Founder, West Coast Cannabis Club



DR. ANGELA RANDOLPH

Vice Chair
Director of State and Federal Programs
Desert Sands Unified School District



GARY LEVINGSTON

Treasurer
Founder of
Gary Levingston Productions



FRANK C. FIGUEROA

Secretary
Financial Operational Manager
University of California, Riverside



ERIC CUNNINGHAM

Lead Organizer
TEDxRanchoMirage



RANDY FLORENCE

Retired, Past CEO
Palm Desert
Chamber of Commerce



ANGELA GROVES

Chief Officer of Development and Sustainability,
Friends of the Children National



DENISE RODRIGUEZ BOWMAN, MSW

Founder and Executive Director
SpeakHeart Alliance



ANYSE SMITH

Staff Attorney
Starting Over, Inc.



JOE SMITH

Retired Television Broadcaster

Thank You!

@friendscoachellavalley





FRIENDS of the CHILDREN

Coachella Valley

Coachella Impact Report 2026

- Percentage of Coachella residents facing food insecurity: **19.8%**
  (Feeding America's 2024 Map the Meal Gap in partnership with NielsenIQ, the American Community Survey, and the Bureau of Labor Statistics)

Annual Client Engagements in Coachella: 112,580

- Total FIND Free Community Mobile Markets (CMMs) in Coachella: **3**
  - Total people served at FIND CMMs in Coachella: **20,192**
  - Coachella residents served at all 46 FIND CMMs: **92,388**
- Total FIND Partner Agencies in Coachella: **6**
  - Total people served at FIND Partner Agencies in Coachella: **89,741**
- Total FIND Homebound clients in Coachella: **18**
- Total FIND volunteers residing in Coachella: **398**

Annual Food Distribution in Coachella:

- Total food distributed through FIND CMMs in Coachella: **150,864 lbs.**
- Total food distributed in Coachella, including FIND partner agencies: **2,108,309 lbs.**
  (FIND contributes 75% - 100% of Coachella Partner Agencies' food pantry supply)
- Total food provided through FIND specialty senior food box program (CSFP) in Coachella: **115,926 lbs.**
- Total fresh produce provided through all FIND sites, including Partner Agencies, in Coachella: **952,250 lbs.**

Outreach Services in Coachella: Serving 231 Residents

- Outreach services provided to Coachella residents:
  - Medi-Cal
  - Section 8
  - Unemployment
  - Disability
  - Rental Assistance
  - Utility Assistance
- Ending Hunger for a Lifetime programs (root causes of hunger) and financial support provided to Coachella students: **$6,500**
  - FIND SUCCESS Studentsl: **13 high school students**

SB1383 Partnership with Coachella:

- Total CC Tier 1 retailers: **5**
- Total food collected in CC since program inception: **175,557 lbs.**

Call Us
760.775.3663
Visit Our Web
www.findfoodbank.org
Email Us
publicrelations@findfoodbank.org

GRID ALTERNATIVES

COACHELLA PROSPERA

Energy For All Program

Funded through Coachella Prospera

A nonprofit organization installing solar for qualified low-income homeowners.

Programa Energia para Todos

Financiado a través de Coachella Prospera

Una organización sin fines de lucro que instala paneles solares para propietarios de viviendas de bajos in[illegible]s que cumplen los requisitos.

California Department of Conservation

CALIFORNIA STRATEGIC GROWTH COUNCIL

You Obtain/ Usted Obtiene:

No-cost:

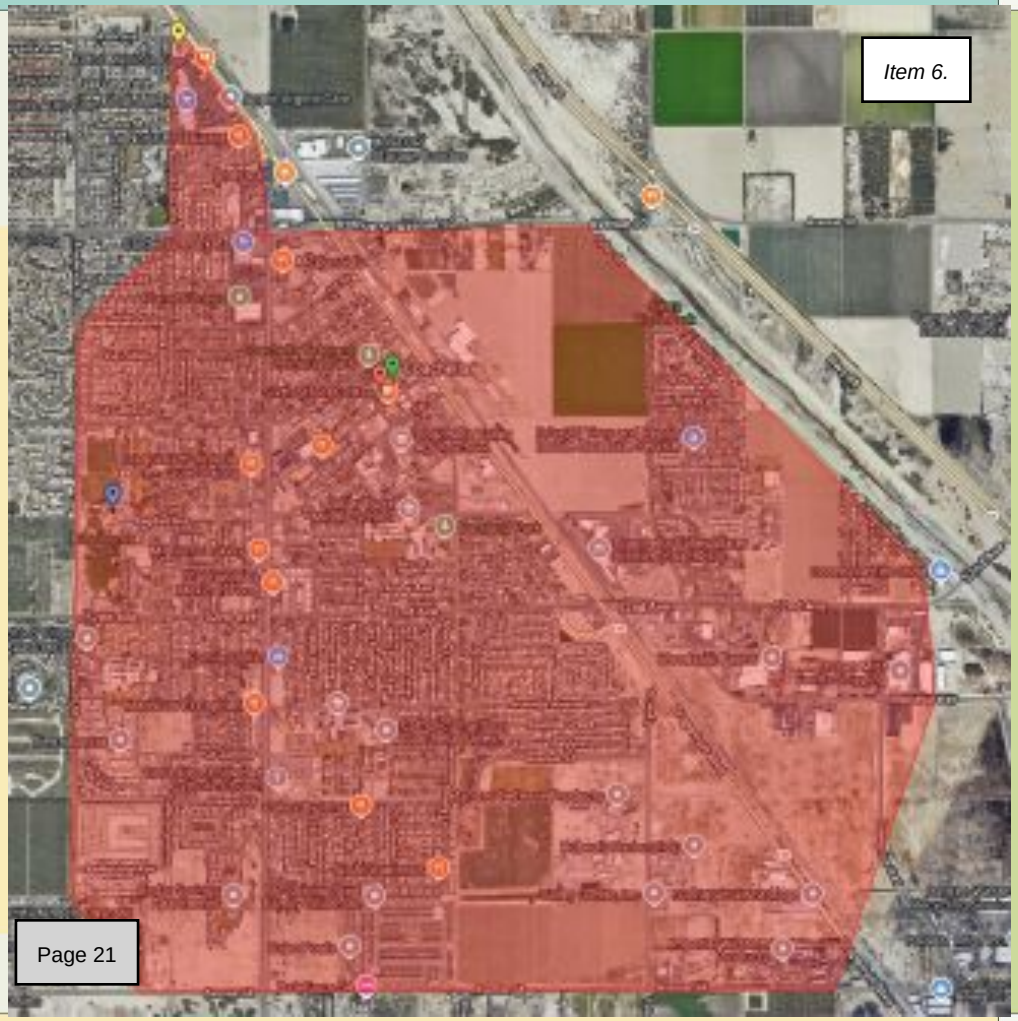
- Solar Panels
- Roof Repairs (if needed)
- Electrical Panel Upgrades (if needed)

Sin-Costo:

- Paneles Solares
- Reparos de techo (si se ocupa)
- Actualizaciones del panel eléctrico (si se ocupa)

Qualifying Area/ Zona de Clasificación:

coachellaprospera.com/map



How to Qualify:

1. Own and live in home
2. Household income at or below income limits
3. Must live in Coachella Prospera Project Area
4. Property suitable for solar*

Household size/Tamano de Hogar	Income Limit/ Limite de Ingresos
1	$68.900
2	$78,750
3	$88,600
4	$98,400
5	$106,300
6	$114,150
7	$122,050
8	$129,900

Como calificar:

1. Ser propietario y residir en la vivienda
2. Ingresos familiares iguales o menos a los límites establecidos
3. Debe residir en la zona del proyecto Coachella Prospera
4. Propiedad apta para instalación solar*

Contract Terms:

- 10 year Labor Warranty - Repairs and Monitoring included
- No liens on your home

Terminos del Contrato:

- Garantía de mano de obra de 10 años: reparaciones y monitoreo incluidos
- Sin gravámenes sobre su casa

Required Documents:

- ❏ Proof of Income 2025/2026
- ❏ Proof of Homeowner's Insurance
- ❏ IID Bill (most recent)
- ❏ Previous 12 months of electrical usage
  - ❏ This can be obtained from your online IID account or by calling IID directly at (760) 335-3640.
- ❏ Application

Documentos requeridos:

- ❏ Comprobante de Ingresos 2025/2026
- ❏ Comprobante de Aseguranza del Hogar
- ❏ Factura de IID
- ❏ Últimos 12 meses de uso eléctrico
  - ❏ Esto se puede obtener entrando a su cuenta de IID en línea o llamando directamente a IID al (760) 335-3640
- ❏ Aplicación

GRID ALTERNATIVES

Current Projects

- Applications Approved: **30**
- Design/Roof/Electrical Upgrades Pending: **18**
- Installed (+ to be installed by the end of the month): **12**

GRID ALTERNATIVES

Apply Now!

Refer your friends / family, receive $500 (limited time only).

Aplica Ahora!

Recomienda a tus amigos / familia, recibe $500 (por tiempo limitado).

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MINUTES

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

August 26, 2026
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

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

Mayor Dr. Figueroa called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 5:00 p.m.

ROLL CALL:

Present: Councilmember Martinez, Councilmember Delgado (arrived at 5:07 p.m.), Councilmember Virgen, Mayor Pro Tem Perez, and Mayor Dr. Figueroa

Absent: City Treasurer

APPROVAL OF AGENDA:

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

Motion: To approve the agenda with the modification of postponing item #3 and item #10 to the 9/21/2026 Council meeting

Made by: Mayor Pro Tem Perez
Seconded by: Councilmember Martinez
Approved: 4-0

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

1. Francisco S. Molina

ADJOURN TO CLOSED SESSION:

1. PUBLIC EMPLOYEE APPOINTMENT (Govt. Code Section 54957(b)(1))
   Title: City Attorney

2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
   One (1) or More Potential Cases

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

The City Council reconvened into open session at 6:03 p.m.

PLEDGE OF ALLEGIANCE:

James Rodriguez led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

CITY COUNCIL CONFLICT OF INTEREST DISCLOSURE:

None

PUBLIC COMMENTS (NON-AGENDA ITEMS) (LIMITED TO A MAXIMUM OF 30 MINUTES. IF ADDITIONAL TIME IS REQUIRED FOR PUBLIC COMMENTS, THEY WILL BE HEARD AFTER. PUBLIC HEARING CALENDAR):

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.

1. Jose Esparza
2. Francisco S. Molina
3. James Rodriguez
4. Ash B.
5. Karla Rocha (Zoom)

PROCLAMATIONS/PRESENTATIONS:

3. Proclamations Presented to Coachella Boxing Club Boxers

Item #3 postponed to 9/21/2026 Council Meeting

4. Coachella Valley Lakers Sponsorship Opportunity Presentation

WRITTEN COMMUNICATIONS:

1. Ayleen Ortiz
2. Consuelo Marquez

CONSENT CALENDAR:

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

5. Regular City Council Meeting Minutes of August 12, 2026, 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. Second Reading of Ordinance No. 1231 Adding Chapter 17.92 to Title XVII of the Coachella Municipal Code to Prohibit Data Center Uses Within the City of Coachella

7. Receive and File the City of Coachella Fiscal Year 2026-27 Adopted Annual Budget Document

8. Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad Company for the Connect Coachella Project, City Project ST-138.

9. Amendment #2 Agreement with IDS Group to Provide Additional Design Services for the Library Annex Project, City Project F-33 in an amount not to Exceed $28,951.00

Motion: To approve the Consent Calendar except item #6

Made by: Mayor Dr. Figueroa
Seconded by: Councilmember Martinez
Approved: 5-0

AYES: Councilmember Martinez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Perez, and Mayor Dr. Figueroa
NOES: None
ABSTAIN: None

Public Comment Item #6:

1. Francisco S. Molina
2. Ash B.
3. James Rodriguez
4. Karla (Zoom)

Motion: To approve Second Reading of Ordinance No. 1231 Adding Chapter 17.92 to Title XVII of the Coachella Municipal Code to Prohibit Data Center Uses Within the City of Coachella

Made by: Mayor Dr. Figueroa
Seconded by: Councilmember Martinez
Approved: 5-0

AYES: Councilmember Martinez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Perez, and Mayor Dr. Figueroa
NOES: None
ABSTAIN: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

10. Authorize Resolution No. 2026-50 Approving the City of Coachella's Application for Climate Bond Grant Funds for the Urban Greening Program

Item #10 postponed to 9/21/2026 Council Meeting

11. Authorize the City Manager to Execute a Professional Services Agreement with Waterworks Engineers, LLC for Engineering Services for the Design of Hexavalent Chromium Treatment Plants at Seven Well Sites in an amount not to exceed $4,581,756.00 and Approve Additional Expenditures for a Total Request of $4,810,843.80.

Public Comment:

1. James Rodriguez

Motion: To authorize the City Manager to Execute a Professional Services Agreement with Waterworks Engineers, LLC for Engineering Services for the Design of Hexavalent Chromium Treatment Plants at Seven Well Sites in an amount not to exceed $4,581,756.00 and Approve Additional Expenditures for a Total Request of $4,810,843.80.

Made by: Councilmember Martinez
Seconded by: Councilmember Virgen
Approved: 5-0

AYES: Councilmember Martinez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Perez, and Mayor Dr. Figueroa
NOES: None
ABSTAIN: None

12. Citywide Short-Term Vacation Rental Calls for Service Report

Public Comment:

1. James Rodriguez
2. Karla (Zoom)

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

REPORTS AND REQUESTS:

Council Discussion on Future Agenda Items

Council Comments/Report of Miscellaneous Committees.

Department Director Reports

- Economic Development – Overview of Senior Center Services
- Public Works – City Hall Building Maintenance Update

  – Rancho Las Flores Update & Closed Fields
- Development Services – Coachella Business Corridor Transformation Plan (CBCTP) Update

City Manager's Comments.

ADJOURNMENT:

Mayor Dr. Figueroa adjourned the meeting at 8:46 p.m.

_____
Angela Zepeda
City Clerk

Replaced Checks Listing
City of Coachella

Bank: wfb
Account: 7100772636

Orig check	Date	Voided	Check amt	EFT	Paid to	Repl check	Date	Reason
120126	7/24/2024	7/23/2026	8.89	No	DENISE DELGADO	125749	7/23/2026	Stale dated
123754	10/22/2025	7/23/2026	65.46	No	ADRIAN MORENO	125750	7/23/2026	Stale dated
123768	10/22/2025	7/23/2026	301.00	No	RENE ROSALES	125751	7/23/2026	Stale dated
		Bank total:	375.35					
		Checks total:	**375.35**					

Date: **July 23, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

Bank : ewfb EFT FOR WELLS FARGO BANK -S

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3677	7/23/2026	48014	ALBERT A. WEBB ASSOC	ARIV0013356	6/27/2026	PE6/27 COA ACTIVE TRNSPR	19,509.00	
				ARIV0013397	6/28/2026	PE6/28 AVE 50 WIDENING IMI	17,574.70	37,083.70
3678	7/23/2026	53291	ANGENIOUS ENGINEERIN	19-07B-054	6/30/2026	PE6/30 SR-86/AVE 50 INTERC	35,750.09	
				19-07A-066	6/30/2026	PE6/30 AVE 50 BRIDGE	12,270.22	
				26-02-002	6/30/2026	PE6/30 AVE 50 CORRIDOR W	9,271.27	57,291.58
3679	7/23/2026	56178	CITIGUARD, INC.	83538	7/6/2026	JUNE2026 SECURITY SVCS @	10,276.00	
				83540	7/6/2026	JUNE2026 SECURITY SVCS @	6,300.00	
				83539	7/1/2026	JUNE2026 SECURITY SVCS @	3,120.00	19,696.00
3680	7/23/2026	56817	EMPLOYMENT RISK MAN	PER-00155-4Q2	7/9/2026	APR-JUNE2026 DOLLAR ONE	124.00	124.00
3681	7/23/2026	55817	VESTIS SERVICES, LLC	JUNE2026	6/30/2026	PE6/30, CUST #792282344, UI	2,467.56	
				JUNE2026 CC	6/30/2026	PE6/30, CUST #792567364, M/	1,160.66	
				JUNE2026 GRF	6/30/2026	PE6/30, CUST #6136434, UNIF	177.72	3,805.94
3682	7/23/2026	54272	WILLDAN	002-38563	6/10/2026	JUNE2026 BLDG AND SAFET	9,517.50	9,517.50
3683	7/23/2026	00384	WILLDAN FINANCIAL SER	010-66653	7/20/2026	PE6/30 COST ALLOCATION PI	885.00	885.00
3684	7/23/2026	54719	YUNEX LLC	90010527	6/30/2026	RPLC'D RRFB & PPB @ AVE 5	16,516.70	
				5610008784	7/9/2026	JUNE2026 TRAFFIC SIGNAL C	9,418.65	
				5610008598	6/22/2026	MAY2026 TRAFFIC SIGNAL C/	7,262.05	
				90010629	7/9/2026	JUNE2026 TRAFFIC SIGNAL M	3,028.50	
				90010462	6/22/2026	MAY2026 TRAFFIC SIGNAL M.	3,028.50	39,254.40
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		167,658.12

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125752	7/23/2026	48669	AUTOZONE	05552262889	6/30/2026	TOTAL PRO BATTERY	137.65	
				05552251646	6/25/2026	ACDELCO VEHICLE BATTERY	133.45	
				05552247896	6/23/2026	BOSCH OXYGEN SENSOR	35.74	
				05552175831	5/20/2026	DORMAN OIL DRAIN PLUG	-7.38	
				05552175832	5/20/2026	NEEDA FORD PLASTIC OIL DI	-11.59	287.87
125753	7/23/2026	00836	BIO-TOX LABORATORIES	49167	6/23/2026	5/18, 6/1 LAB SERVICES	569.00	
				49214	6/23/2026	5/18+26 LAB SERVICES	479.00	1,048.00
125754	7/23/2026	54517	BLACK KNIGHT TECHNOL	997550777071B	7/15/2026	JUNE2026 SITXPRO SBSCRP	250.00	250.00
125755	7/23/2026	44494	BURRTEC WASTE & REC	N145018859	6/30/2026	CUST #140034626, 53462 ENT	440.04	440.04
125756	7/23/2026	46356	C.V. CONSERVATION COI	June 2026	7/16/2026	JUNE2026 LDMF MULTI-SPEC	15,325.20	15,325.20
125757	7/23/2026	53746	CANNABIZ CONSULTING	AP-JL2026	7/15/2026	AP-JL2026 SOCIAL EQUITY SI	2,526.25	2,526.25
125758	7/23/2026	53220	COACHELLA ACE HARDW	10726/1	6/29/2026	SPRYPNT 2X SAT NUTMEG	7.82	7.82
125759	7/23/2026	52279	COUNTY OF RIVERSIDE	25-26Q4	6/23/2026	APR-JUNE2026 EMERGENCY	36,562.50	36,562.50
125760	7/23/2026	09650	CVAG	June2026	7/16/2026	JUNE2026 TUMF FEES	26,100.00	26,100.00
125761	7/23/2026	12870	DEPARTMENT OF JUSTIC	062955	6/30/2026	JUNE2026 BLOOD ALCOHOL /	175.00	
				058551	6/30/2026	JUNE2026 FINGERPRINTS	49.00	224.00
125762	7/23/2026	51494	GARDA CL WEST, INC.	20671529	6/30/2026	JUNE2026 EXCESS LIABILITY	585.40	585.40
125763	7/23/2026	51757	INDIO EMERGENCY MEDI	64220	7/17/2026	JUNE2026 SVCS: G. CAMACH	125.00	
				64130	7/17/2026	JUNE2026 SVCS: G. CAMACH	30.00	155.00
125764	7/23/2026	45257	LIEBERT CASSIDY WHITM	MY-JN Svcs	6/30/2026	5/1-6/30 WORKPLACE VIOLEI	100.00	100.00
125765	7/23/2026	24600	LOPES HARDWARE	0002392	6/23/2026	TIES, RATCHET, DIGITAL KIT(	415.19	415.19
125766	7/23/2026	49857	MANPOWER US INC.	40206807	7/5/2026	WE 6/28: ACOSTA+HERNAND	4,153.29	4,153.29
125767	7/23/2026	01395	PJ'S DESERT TROPHIES	29219	6/22/2026	2"X10" NAME PLATES	36.98	
				29224	6/26/2026	2"X10" NAME PLATE	18.49	55.47
125768	7/23/2026	52596	PLANIT PRINT WORKS	948076	6/30/2026	POST TO PLAN ROOM- HWY	33.00	33.00
125769	7/23/2026	52344	QUADIENT FINANCE USA	CD 7/12/26	7/12/2026	JUNE2026 POSTAGE BY PHO	2,075.08	2,075.08
125770	7/23/2026	54571	RIVERSIDE COUNTY	2026-03	1/28/2026	FY25/26 CITY OF COACHELL/	25,000.00	25,000.00
125771	7/23/2026	11080	RIVERSIDE COUNTY REC	26-177365	6/30/2026	JUNE2026 RECORDINGS	50.00	50.00
125772	7/23/2026	55229	RRM DESIGN GROUP	2939-02-HS26-5	7/16/2026	PE6/30 ADU CODE UPDATES	2,326.25	2,326.25
125773	7/23/2026	00102	SUNLINE TRANSIT AGEN(	INV09981	6/30/2026	JUNE2026 CNG FUEL	1,103.68	1,103.68
125774	7/23/2026	56667	USA TODAY MEDIA CORP	0007784743	6/30/2026	JUNE2026 PUBLISHED ADS	7,329.60	7,329.60
125775	7/23/2026	44775	VISTA PAINT CORPORATI	2026-442561-00	6/29/2026	GOOF OFF GRAFFITI REMOV	103.27	103.27

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125776	7/23/2026	49778	WEST COAST ARBORIST	246360	6/30/2026	6/16-30 TREE MAINT @ PARK	14,247.00	
				246375	6/30/2026	6/16-30 TREE MAINT @ DIST	5,607.00	
				246300	6/30/2026	6/16-30 TREE MAINT @ DIST	4,777.00	
				246374	6/30/2026	6/16-30 TREE MAINT @ DIST	3,293.00	
				246301	6/30/2026	6/16-30 TREE MAINT @ DIST	3,115.00	
				246296	6/30/2026	6/16-30 TREE MAINT @ DIST	2,733.00	
				246372	6/30/2026	6/16-30 TREE MAINT @ DIST	2,314.00	
				246298	6/30/2026	6/16-30 TREE MAINT @ DIST	1,958.00	
				246373	6/30/2026	6/16-30 TREE MAINT @ DIST	1,750.00	
				246371-A	6/28/2026	6/28 EMERGENCY TREE RMV	1,350.00	
				246297	6/30/2026	6/16-30 TREE MAINT @ DIST	890.00	
				246295	6/30/2026	6/16-30 TREE MAINT @ DIST	712.00	
				246294	6/30/2026	6/16-30 TREE MAINT @ DIST	623.00	
				246302	6/30/2026	6/16-30 TREE MAINT @ DIST	267.00	43,636.00
						Sub total for WELLS FARGO BANK:		169,892.91

33 checks in this report.

Grand Total All Checks: 337,551.03

Date: **July 23, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

Bank : ewfb EFT FOR WELLS FARGO BANK -

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3685	7/23/2026	54859	AMAZON CAPITAL SERVI(	1YTK-6QXX-4Q	7/6/2026	ZEBRA MILDLINER SOFT COL	41.31	
				1G99-VR7K-T1M	7/20/2026	WIRELESS HDMI RECEIVER,	644.25	
				1GVQ-TPQ3-7W	7/15/2026	500FT OUTDOOR ARMORED	1,705.16	
				1M7R-CDXH-NJ	7/15/2026	VARIDESK PRO PLUS 36	461.83	
				1PGW-WNDQ-H	7/16/2026	SAMSUNG 75IN CLASS QLED	4,525.42	
				1MG1-FPHR-TK	7/20/2026	GVIEWIN FOR IPHONE 12 & II	10.86	7,388.83
3686	7/23/2026	49989	ANDREAS LLC	88515	7/6/2026	BUSINESS CARDS: G. ROMO	125.20	125.20
3687	7/23/2026	45929	BECK OIL, INC.	219711	7/15/2026	PE7/15 ENG DEPT FUEL	204.83	
				219712	7/15/2026	PE7/15 BLDG/PLANNING DEP	359.24	
				219714	7/15/2026	PE7/15 LLMD DEPT FUEL	100.39	
				219718	7/15/2026	PE7/15 STREETS DEPT FUEL	571.59	
				219722	7/15/2026	PE7/15 PARKS DEPT FUEL	903.05	
				219733	7/15/2026	PE7/15 VEHICLE MAINT DEPT	544.70	
				219740	7/15/2026	PE7/15 CODE ENF DEPT FUE	848.14	
				219753	7/15/2026	PE7/15 BLDG MAINT DEPT FU	271.86	
				219769	7/15/2026	PE7/15 GRAFFITI DEPT FUEL	306.74	4,110.54
3688	7/23/2026	50977	BRISAS AIR CONDITIONIN	2026-9102	7/20/2026	INSTLL'D COMMERCIAL SWA	18,875.00	
				2026-9103	7/20/2026	INSTLL'D 3-TON HEAT PUMP	19,225.00	
				2026-9104	7/20/2026	TRBLSHT/RPLC'D BLOWER M	2,995.00	
				2026-9105	7/20/2026	SVC'D WINDOW UNIT/MINI SI	300.00	
				2026-9108	7/20/2026	SVC'D A/C UNITS/MINI SPLITS	3,699.45	45,094.45
3689	7/23/2026	02320	CALPERS	1000000183616	7/14/2026	#6373819375, AUG2026 HEAL	148,967.45	
				1000000183616	7/14/2026	#6373819375, AUG2026 HEAL	9,341.96	158,309.41
3690	7/23/2026	56842	CLEARGOV INC	2026-20030	7/1/2026	JULY2026/27 BUDGETING, FI	118,730.00	118,730.00
3691	7/23/2026	44036	DE LAGE LANDEN PUBLI(	597962747	7/21/2026	ACC #4412793, COLOR COPIE	455.67	
				598004357	7/21/2026	ACC #4209609, COLOR COPIE	392.10	847.77
3692	7/23/2026	02139	DLT SOLUTIONS, LLC	SI742291	7/22/2026	AUG2026/27 ARCH ENG & CN	15,422.11	15,422.11
3693	7/23/2026	02271	ESRI, INC.	900293497	7/13/2026	8/15/26-27 ARCGIS ONLINE AI	6,100.00	6,100.00
3694	7/23/2026	00207	GRAINGER INC	9975193831	7/6/2026	TACTICAL FLASHLIGHT	210.69	
				9975712911	7/6/2026	MFR# PMAE4016A UHF	78.43	289.12

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

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
3695	7/23/2026	53475	RUDYS ELECTRIC	21145	7/10/2026	RPLC'D PALM TREE FLOOD L	1,008.00	
				21146	7/10/2026	RPR'D ENTRANCE LIGHTING	1,312.75	
				21147	7/10/2026	RPLC'D ENTRANCE LIGHTIN(	1,686.00	
				21148	7/10/2026	RPLC'D ENTRANCE LIGHTIN(	885.00	
				21135	7/14/2026	AVE 50 MEDIAN LIGHT REHAI	72,128.75	
				21140	7/10/2026	INSTLL'D CIRCUITS/CONDUIT	5,173.00	
				21141	7/10/2026	RPR'D WATER HEATER @ BG	560.00	
				21142	7/10/2026	RPR'D OFFICE CIRCUITS @ 1	455.00	
				21143	7/10/2026	INSTLL'D LED RETROFIT LAM	562.50	
				21144	7/10/2026	RPR'D VOLLEYBALL COURT I	705.00	84,476.00
3696	7/23/2026	52471	SPICER CONSULTING GR	2335	7/22/2026	FY26/27 ADMIN FOR SPECIAL	8,530.46	8,530.46
3697	7/23/2026	54432	US BANK N.A.	3295059	7/10/2026	COACHELLA RDA SER 2016A	845,252.15	
				3295060	7/10/2026	COACHELLA RDA SER 2016B	606,725.00	
				3295065	7/10/2026	RDA SUBORDINATE TAX ALL(	383,167.02	
				3295071	7/10/2026	RDA SUBORDINATE TAX ALL(	723,347.25	2,558,491.42
						Γ FOR WELLS FARGO BANK -SEPARATE CHECK:		3,007,915.31

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125777	7/23/2026	55124	ADMINSURE INC.	SUBRO-19059	7/15/2026	JULY2026 GENERAL & AUTO	1,184.11	1,184.11
125778	7/23/2026	49813	ALARCON, ALEXANDER	Trvl Exp 7/12	7/20/2026	TRVL EXP 7/12, IMSA FORUM	49.86	49.86
125779	7/23/2026	56276	BARROSO, ITZEL	7/3 Reimb	7/15/2026	REIMBURSEMENT FOR WOR	415.98	415.98
125780	7/23/2026	42459	BRUDVIK, INC.	62268	7/8/2026	7/2 GENERATOR+ETC RNTLS	1,784.00	1,784.00
125781	7/23/2026	44451	CALIFORNIA BUILDING O	1001070	7/21/2026	7/22 WEBINAR- BLDG CODE I	95.00	95.00
125782	7/23/2026	02048	CDW GOVERNMENT, INC	AK2GN6C	7/17/2026	SONICWALL CONTENT FLTR	575.00	575.00
125783	7/23/2026	53426	CELL BUSINESS EQUIPMI	597958603	7/21/2026	ACC 1338330, 7/15-8/14, SHAI	581.50	581.50
125784	7/23/2026	53220	COACHELLA ACE HARDW	10737/1	7/2/2026	50CT 17" UV BLACK EHD	77.82	
				10739/1	7/4/2026	PRSR WHR BLK 3200PSI 25'	82.19	
				10744/1	7/7/2026	FILL VALVE KIT KOHLER	27.17	
				10749/1	7/9/2026	ACE STEEL EXT POLE, ETC	58.69	
				10755/1	7/10/2026	MAXPOWER CAR WASH 100(	40.20	286.07
125785	7/23/2026	44959	COMPUTER CONSULTAN	41533	7/15/2026	JL2026/27 MICROSOFT 365 C	8,000.00	
				41550	7/18/2026	6/30, 7/7 HYBRID SETUP	250.00	8,250.00
125786	7/23/2026	56859	CONTRERAS, YESENIA	Refund	7/21/2026	DEPOSIT REFUND- 7/18 BGD	200.00	200.00
125787	7/23/2026	56158	CULLIGAN QUENCH	INV11088078	7/1/2026	AC D347648, JULY2026 RNTL,	44.56	44.56
125788	7/23/2026	56860	DE LA CERDA, ADELA	Refund	7/16/2026	DEPOSIT REFUND- 7/11 LIBR/	300.00	300.00
125789	7/23/2026	53007	DESERT PROMOTIONAL	112044	7/8/2026	LONG SLEEVE T-SHIRTS W/ S	541.88	
				112050	7/8/2026	POLOS+JACKET W/ EMBROI[	193.37	
				112095	7/10/2026	EMBROIDERY	60.00	795.25

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125790	7/23/2026	13700	DEWEY PEST CONTROL	18136934	7/1/2026	AC1126447, JULY-SEPT2026,	99.00	
				18139510	7/1/2026	AC1404426, JULY-SEPT2026,	264.00	
				AC1434611-JL/S	7/1/2026	AC1434611, JULY-SEPT2026,	705.00	
				18141125	7/1/2026	AC102942, JULY-SEPT2026, 1	175.50	
				18141766	7/1/2026	AC1008112, JULY-SEPT2026,	135.00	
				18146227	7/1/2026	AC103361, JULY2026, 1540 7T	80.00	
				18149567	7/1/2026	AC1452292, JULY-SEPT2026,	159.00	
				18149568	7/1/2026	AC1450610, JULY2026, DE OF	160.00	
				18154810	7/1/2026	AC2028126, JULY-SEPT2026,	240.00	
				18154811	7/1/2026	AC2012540, JULY2026, 51301	1,200.00	
				18154812	7/1/2026	AC2012536, JULY2026, 48400	1,200.00	
				18157737	7/1/2026	AC241000, JULY-SEPT2026, 1	111.00	
				18166552	7/1/2026	AC1318239, JULY-SEPT2026,	99.00	
				18166553	7/1/2026	AC1318244, JULY-SEPT2026,	99.00	
				18166558	7/1/2026	AC1318235, JULY-SEPT2026,	99.00	
				18166561	7/1/2026	AC1318236, JULY-SEPT2026,	132.00	
				18166603	7/1/2026	AC1281215, JULY2026, SIERR	301.00	
				18166608	7/1/2026	AC1281218, JULY2026, 51251	900.00	
				18177074	7/1/2026	AC1178382, JULY-SEPT2026,	135.00	
				18177076	7/1/2026	AC1161434, JULY-SEPT2026,	195.00	
				18180440	7/1/2026	AC1067451, JULY-SEPT2026,	135.00	
				AC934340-JL/SF	7/1/2026	AC934340, JULY-SEPT2026, S	450.00	
				AC1062335-JL/S	7/1/2026	AC1062335, JULY-SEPT2026,	453.00	
				AC1315475-JL/S	7/1/2026	AC1315475, JULY-SEPT2026,	705.00	8,231.50
125791	7/23/2026	51601	ESTRADA, CASTULO	Refund	7/16/2026	DEPOSIT REFUND- 7/10 LIBR	300.00	300.00
125792	7/23/2026	56580	FLEX TECHNOLOGY GRC	INV238082-F	7/14/2026	ACC CB CC3502, COLOR CO	150.08	150.08
125793	7/23/2026	02272	FRANKLIN TRUCK PARTS	IN378172	7/6/2026	CHEVROLET R SPR	800.65	800.65
125794	7/23/2026	56701	HERITAGE LANDSCAPE S	0028089888-001	7/1/2026	NDS VALVE BOX LID GREEN,	58.89	
				0028207395-001	7/8/2026	SEDGEHAMMER 1.33OZ	238.47	
				0028230636-001	7/9/2026	KOMELON 10" MEASURING V	84.39	
				0028234671-001	7/9/2026	50LB TURF AMS	1,132.68	
				0028235638-001	7/9/2026	RB DIAPHRAGM & BONNET A	314.43	1,828.86
125795	7/23/2026	02301	INDIO COLLISION	51107	7/8/2026	BODY REPAIR ON 2023 FORD	5,620.11	5,620.11
125796	7/23/2026	45051	LAMAR OF PALM SPRING	118393123	7/6/2026	7/6-8/2 POSTER ADVERTISIN	870.00	
				118393126	7/6/2026	7/6-8/2 POSTER ADVERTISIN	1,300.00	2,170.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125797	7/23/2026	24600	LOPES HARDWARE	0002432	7/3/2026	6FT EXTENSION POLES, 10G	458.59	
				0002470	7/14/2026	2001 LOCKS	247.82	706.41
125798	7/23/2026	42240	MULTI W. SYSTEMS, INC.	32630868	7/10/2026	SUBMERSIBLE PUMP 3HP	7,318.92	7,318.92
125799	7/23/2026	52757	OLLIN STRATEGIES	422	7/15/2026	JULY2026 CONSULTING SVCS	5,000.00	5,000.00
125800	7/23/2026	55202	PEREZ JIMENEZ, JOSE LI	Refund	7/21/2026	DEPOSIT REFUND- 7/18 BGD	100.00	100.00
125801	7/23/2026	56861	PEREZ, ANDREA	Refund	7/21/2026	DEPOSIT REFUND- 7/18 LIBR	300.00	300.00
125802	7/23/2026	01395	PJ'S DESERT TROPHIES	29251	7/15/2026	2"X10" NAME PLATES	129.41	129.41
125803	7/23/2026	52596	PLANIT PRINT WORKS	948178	7/7/2026	POST TO PLAN ROOM- AVE 5	176.34	
				948233	7/9/2026	CONST SETS- AVE 50 BRIDGI	2,727.65	
				948295	7/13/2026	BID SETS- AVE 50 BRIDGE	959.64	3,863.63
125804	7/23/2026	52306	QUINN COMPANY	35646501	7/8/2026	7/2-6 LIGHT TOWER RNTL	226.03	
				35646701	7/8/2026	7/2-6 LIGHT TOWER RNTL	226.03	
				35646801	7/8/2026	7/2-6 LIGHT TOWER RNTL	226.03	
				35647101	7/8/2026	7/2-6 LIGHT TOWER RNTL	270.65	
				35647201	7/8/2026	7/2-6 LIGHT TOWER RNTL	226.03	
				35647501	7/8/2026	7/2-6 LIGHT TOWER RNTL	226.03	
				35647701	7/8/2026	7/2-6 LIGHT TOWER RNTL	226.03	
				35647901	7/8/2026	7/2-6 LIGHT TOWER RNTL	226.03	
				35648001	7/8/2026	7/2-6 LIGHT TOWER RNTL	226.03	
				35654501	7/6/2026	7/2-6 UTV OFF-RD UTILITY VE	245.15	
				35654801	7/6/2026	7/2-6 UTV OFF-RD UTILITY VE	245.15	2,569.19
125805	7/23/2026	56220	REIF, KENDRA	Edu Reimb	7/20/2026	FY26/27 EDUCATION REIMBU	2,153.00	2,153.00
125806	7/23/2026	54500	RELIABLE TRANSLATION	34285	7/8/2026	7/8 CC MTG SVCS	1,470.00	
				34362	7/15/2026	7/15 PLANNING COMM MTG S	392.00	1,862.00
125807	7/23/2026	44161	ROBERT HALF	66412508	7/14/2026	WE 7/10: C. STAVISKI	2,140.40	2,140.40
125808	7/23/2026	56858	ROMO, GUSTAVO	Trvl Exp 7/14-16	7/21/2026	TRVL EXP 7/14-16, NALEO CC	234.49	234.49
125809	7/23/2026	47658	RUIZVA L. PEST CONTRO	167	7/15/2026	JULY2026 SVCS @ FIRE STAT	95.00	95.00
125810	7/23/2026	35000	SMART & FINAL	708566	7/16/2026	HALF STEAM PAN & PALLET (	481.16	481.16
125811	7/23/2026	35430	SOUTH COAST A.Q.M.D.	4743688	6/16/2026	ID 4581, PAVEMENT STRIPER	1,167.46	
				4744637	6/16/2026	ID 4581, FY26/27, EMISSIONS	176.41	1,343.87
125812	7/23/2026	52204	TPX COMMUNICATIONS	191323212-0	7/16/2026	ACC 33325, 7/16-8/15	340.96	340.96
125813	7/23/2026	51899	VASQUEZ, ROSA	7/15 Reimb	7/15/2026	REIMBURSEMENT FOR WOR	161.98	161.98
125814	7/23/2026	55530	VENLO RV	103206	7/7/2026	12.7GAL PROPANE	49.04	49.04
125815	7/23/2026	42100	ZUMAR INDUSTRIES INC	12042	7/7/2026	SNS PER COACHELLA SPEC	572.96	572.96

Sub total for WELLS FARGO BANK:	63,084.95

52 checks in this report.

Grand Total All Checks: 3,071,000.26

Date: **July 23, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125816	8/12/2026	56864	BAUTISTA MANZO, MARTIN	Ref000260871	8/4/2026	UB Refund Cst #00045554	64.98	64.98
125817	8/12/2026	56863	DAWSON, MICHAEL	Ref000260870	8/4/2026	UB Refund Cst #00045063	19.84	19.84
125818	8/12/2026	56865	LOPEZ, MARGARITA	Ref000260872	8/4/2026	UB Refund Cst #00052961	75.46	75.46
125819	8/12/2026	56866	MORA, RULY	Ref000260873	8/4/2026	UB Refund Cst #00058689	17.73	17.73
125820	8/12/2026	56867	MORALES DELGADO, JULIS	Ref000260874	8/4/2026	UB Refund Cst #00060340	28.49	28.49
125821	8/12/2026	56868	PULTE GROUP CO, LLC	Ref000260875	8/4/2026	UB Refund Cst #00060834	33.48	33.48
125822	8/12/2026	56869	PULTE GROUP CO, LLC	Ref000260876	8/4/2026	UB Refund Cst #00060835	83.71	83.71
125823	8/12/2026	56857	THE CARITAS CORPORATIO	Ref000260878	8/4/2026	UB Refund Cst #00061046	78.53	78.53
125824	8/12/2026	56870	THE CARITAS CORPORATIO	Ref000260877	8/4/2026	UB Refund Cst #00061011	6.30	6.30
						Sub total for WELLS FARGO BANK:		408.52

9 checks in this report.

Grand Total All Checks: 408.52

Date: **August 12, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

City of Coachella

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-00-0000-101000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
3	08/12/2026	PRINTED	055945	BOUND, INC.	960.00			
4	08/12/2026	PRINTED	042506	BURRTEC WASTE INDUSTRIES,	543.96			
5	08/12/2026	PRINTED	053086	CENTER FOR EMPLOYMENT TRA	43,664.55			
6	08/12/2026	PRINTED	007950	CITY OF COACHELLA	99,646.15			
7	08/12/2026	PRINTED	009600	COACHELLA VALLEY UNIFIED	63,222.49			
8	08/12/2026	PRINTED	011800	COUNTY OF RIVERSIDE	177,198.13			
9	08/12/2026	PRINTED	009650	CVAG	21,661.47			
10	08/12/2026	PRINTED	000118	DEPARTMENT OF TRANSPORTAT	4,170.03			
11	08/12/2026	PRINTED	048672	DESERT RECREATION DISTRIC	11,588.80			
12	08/12/2026	PRINTED	055946	GRID ALTERNATIVES	114,966.45			
13	08/12/2026	PRINTED	020450	IMPERIAL IRRIGATION DISTR	67,167.87			
14	08/12/2026	PRINTED	054362	LINDE GAS & EQUIPMENT INC	48.70			
15	08/12/2026	PRINTED	056192	SOUTHERN CALIFORNIA MOUNT	31,433.65			
16	08/12/2026	PRINTED	054601	THE LEAP INSTITUTE	10,862.00			
17	08/12/2026	PRINTED	038250	TOPS N BARRICADES	2,600.00			
18	08/12/2026	PRINTED	039645	VALLEY OFFICE EQUIPMENT,	884.75			
19	08/12/2026	PRINTED	044966	VERIZON WIRELESS	13,392.80			
20	08/12/2026	PRINTED	046835	AIR AND HOSE SOURCE, INC.	106.53			
21	08/12/2026	PRINTED	048669	AUTOZONE	199.48			
22	08/12/2026	PRINTED	055591	CICCS/EAP	181.80			
23	08/12/2026	PRINTED	053220	COACHELLA ACE HARDWARE	759.64			
24	08/12/2026	PRINTED	053007	DESERT PROMOTIONAL &	98.66			
25	08/12/2026	PRINTED	048977	EVERON, LLC	3,586.28			
26	08/12/2026	PRINTED	015900	FIESTA FORD, INC.	33.28			
27	08/12/2026	PRINTED	056580	FLEXTG LLC	1,080.29			
28	08/12/2026	PRINTED	044042	GUSTAVO GALLEGOS	417.30			
29	08/12/2026	PRINTED	056858	GUSTAVO ROMO	34.50			
30	08/12/2026	PRINTED	056701	HERITAGE LANDSCAPE SUPPLY	2,029.42			
31	08/12/2026	PRINTED	020450	IMPERIAL IRRIGATION DISTR	444.67			
32	08/12/2026	PRINTED	053626	JANETH LARA	120.00			
33	08/12/2026	PRINTED	044767	KUNA FM	180.00			
34	08/12/2026	PRINTED	049857	MANPOWER US INC.	11,711.16			
35	08/12/2026	PRINTED	049099	OTIS ELEVATOR COMPANY	1,998.72			
36	08/12/2026	PRINTED	050595	PACIFIC LIGHTWAVE INC	799.00			
37	08/12/2026	PRINTED	055862	PALM SPRINGS ART MUSEUM I	1,000.00			
38	08/12/2026	PRINTED	002028	PETE'S ROAD SERVICE, INC.	243.67			
39	08/12/2026	PRINTED	001395	PJ'S DESERT TROPHIES & GI	190.31			
40	08/12/2026	PRINTED	046837	PRECISION BACKFLOW	69.00			
41	08/12/2026	PRINTED	042443	RDO EQUIPMENT CO.	318.11			
42	08/12/2026	PRINTED	054500	RELIABLE TRANSLATIONS COR	1,766.54			
43	08/12/2026	PRINTED	055923	RIVERSIDE COUNTY SHERIFF	44,384.00			
44	08/12/2026	PRINTED	056221	RIVERSIDE UNIVERSITY HEAL	300.00			
45	08/12/2026	PRINTED	035430	SOUTH COAST A.Q.M.D.	760.14			
46	08/12/2026	PRINTED	055590	STANDARD INSURANCE COMPAN	9,098.70			
47	08/12/2026	PRINTED	055659	STAPLES	629.52			
48	08/12/2026	PRINTED	038250	TOPS N BARRICADES	6,898.02			
49	08/12/2026	PRINTED	045053	TYLER TECHNOLOGIES, INC.	1,600.00			
50	08/12/2026	PRINTED	001732	WAXIE SANITARY SUPPLY	1,323.05			
51	08/12/2026	PRINTED	049778	WEST COAST ARBORISTS, INC	7,120.00			
52	08/12/2026	PRINTED	048971	XPRESS GRAPHICS & PRINTIN	405.94			
4000	08/12/2026	EFT	053429	ALIANZA COACHELLA VALLEY		41,704.68		08/12/2026
4001	08/12/2026	EFT	056338	BLAIR AIR, INC.		2,975.00		08/12/2026

Report generated: 08/12/2026 11:06
User: bayon
Program ID: apchkrcn

City of Coachella

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-00-0000-101000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
4002	08/12/2026	EFT	000749	COUNTY OF RIVERSIDE		1,199,000.98		08/12/2026
4003	08/12/2026	EFT	052988	KOUNKUEY DESIGN INITIATIV		41,035.55		08/12/2026
4004	08/12/2026	EFT	042709	LANDMARK CONSULTANTS, INC		1,420.00		08/12/2026
4005	08/12/2026	EFT	054985	MUNISERVICES LLC		4,851.03		08/12/2026
4006	08/12/2026	EFT	054777	WILMINGTON TRUST N. A.		2,000.00		08/12/2026
4007	08/12/2026	EFT	054859	AMAZON CAPITAL SERVICES,		9.23		08/12/2026
4008	08/12/2026	EFT	049989	ANDREAS LLC		297.63		08/12/2026
4009	08/12/2026	EFT	045929	BECK OIL, INC.		8,619.79		08/12/2026
4010	08/12/2026	EFT	049486	BRC CONSTRUCTION		26,890.00		08/12/2026
4011	08/12/2026	EFT	043862	BRENNTAG PACIFIC, INC		4,248.22		08/12/2026
4012	08/12/2026	EFT	056271	CHARTER COMMUNICATIONS		1,812.30		08/12/2026
4013	08/12/2026	EFT	056178	CITIGUARD, INC.		671.50		08/12/2026
4014	08/12/2026	EFT	043672	DESERT VALLEY SERVICES IN		159.23		08/12/2026
4015	08/12/2026	EFT	044713	FARMER BROTHERS CO.		836.13		08/12/2026
4016	08/12/2026	EFT	000207	GRAINGER INC		333.81		08/12/2026
4017	08/12/2026	EFT	000996	HOME DEPOT		902.11		08/12/2026
4018	08/12/2026	EFT	042709	LANDMARK CONSULTANTS, INC		7,500.00		08/12/2026
4019	08/12/2026	EFT	052802	RED WING BUSINESS ADVANTA		1,607.98		08/12/2026
4020	08/12/2026	EFT	032950	SAFETY-KLEEN SYSTEMS, INC		344.22		08/12/2026
4021	08/12/2026	EFT	050629	VINTAGE ASSOCIATES, INC		55,279.00		08/12/2026
4022	08/12/2026	EFT	048364	WEST COAST TURF		7,851.77		08/12/2026
4023	08/12/2026	EFT	053800	WILMINGTON TRUST N. A.		220,521.35		08/12/2026
4024	08/12/2026	EFT	054719	YUNEX LLC		1,214.36		08/12/2026
	75 CHECKS			CASH ACCOUNT TOTAL	763,899.53	1,632,085.87		

City of Coachella

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
75 CHECKS	FINAL TOTAL	763,899.53	1,632,085.87

** END OF REPORT - Generated by BRENDA AYON **

Date: **August 12, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
125825	8/26/2026	56881	AGUILAR, RICARDO	Ref000260893	8/17/2026	UB Refund Cst #00061713	65.20	65.20
125826	8/26/2026	56880	CAMBER RAMIREZ, ELEN	Ref000260892	8/17/2026	UB Refund Cst #00061314	5.43	5.43
125827	8/26/2026	56871	CHURCH OF GOD	Ref000260879	8/17/2026	UB Refund Cst #00001760	197.63	197.63
125828	8/26/2026	56882	DIAZ, FRANCISCO	Ref000260894	8/17/2026	UB Refund Cst #00045734	0.88	0.88
125829	8/26/2026	56874	MENDEZ, ARTURO	Ref000260882	8/17/2026	UB Refund Cst #00055340	28.94	28.94
125830	8/26/2026	56873	OSUNA, SHARON	Ref000260881	8/17/2026	UB Refund Cst #00052430	74.93	74.93
125831	8/26/2026	56828	PULTE GROUP CO, LLC	Ref000260884	8/17/2026	UB Refund Cst #00060831	7.93	7.93
125832	8/26/2026	56868	PULTE GROUP CO, LLC	Ref000260885	8/17/2026	UB Refund Cst #00060834	44.08	44.08
125833	8/26/2026	56869	PULTE GROUP CO, LLC	Ref000260886	8/17/2026	UB Refund Cst #00060835	44.08	44.08
125834	8/26/2026	56877	PULTE GROUP CO, LLC	Ref000260889	8/17/2026	UB Refund Cst #00061161	6.34	6.34
125835	8/26/2026	56878	PULTE GROUP CO, LLC	Ref000260890	8/17/2026	UB Refund Cst #00061167	34.92	34.92
125836	8/26/2026	56879	PULTE GROUP CO, LLC	Ref000260891	8/17/2026	UB Refund Cst #00061168	49.99	49.99
125837	8/26/2026	56875	REGALADO, VICTOR	Ref000260887	8/17/2026	UB Refund Cst #00060866	65.78	65.78
125838	8/26/2026	56872	SANTANA, LUISA MARIA	Ref000260880	8/17/2026	UB Refund Cst #00041077	22.27	22.27
125839	8/26/2026	56488	SHETH, SAHIL	Ref000260883	8/17/2026	UB Refund Cst #00057741	30.16	30.16
125840	8/26/2026	56876	THE CARITAS CORPORAT	Ref000260888	8/17/2026	UB Refund Cst #00061069	6.20	6.20
						Sub total for WELLS FARGO BANK:		684.76

16 checks in this report.

Grand Total All Checks: 684.76

Date: **August 26, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

City of Coachella

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-00-0000-101000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
4025	08/31/2026	EFT	056483	ADVANCED AVANT-GARDE, INC		6,037.50		08/31/2026
4026	08/31/2026	EFT	056705	ASPEN RENTALS, INC		17,400.00		08/31/2026
4027	08/31/2026	EFT	043462	BEST BEST & KRIEGER, LLP		129,228.44		08/31/2026
4028	08/31/2026	EFT	043862	BRENNTAG PACIFIC, INC		3,463.46		08/31/2026
4029	08/31/2026	EFT	056233	CORONA ENVIRONMENTAL		1,110.00		08/31/2026
4030	08/31/2026	EFT	043672	DESERT VALLEY SERVICES IN		253.82		08/31/2026
4031	08/31/2026	EFT	000207	GRAINGER INC		816.04		08/31/2026
4032	08/31/2026	EFT	000996	HOME DEPOT		1,439.70		08/31/2026
4033	08/31/2026	EFT	053475	RUDYS ELECTRIC		210.00		08/31/2026
4034	08/31/2026	EFT	048436	UNIVAR SOLUTIONS USA INC.		2,685.09		08/31/2026
4035	08/31/2026	EFT	048014	ALBERT A. WEBB ASSOCIATES		17,568.75		08/31/2026
4036	08/31/2026	EFT	052366	ALTA LANGUAGE SERVICES, I		58.00		08/31/2026
4037	08/31/2026	EFT	054859	AMAZON CAPITAL SERVICES,		2,267.16		08/31/2026
4038	08/31/2026	EFT	049989	ANDREAS LLC		1,374.63		08/31/2026
4039	08/31/2026	EFT	053291	ANGENIOUS ENGINEERING		86,194.59		08/31/2026
4040	08/31/2026	EFT	056705	ASPEN RENTALS, INC		34,800.00		08/31/2026
4041	08/31/2026	EFT	045929	BECK OIL, INC.		4,084.51		08/31/2026
4042	08/31/2026	EFT	043862	BRENNTAG PACIFIC, INC		9,592.78		08/31/2026
4043	08/31/2026	EFT	050977	BRISAS AIR CONDITIONING I		21,435.00		08/31/2026
4044	08/31/2026	EFT	002320	CALPERS		158,594.98		08/31/2026
4045	08/31/2026	EFT	056178	CITIGUARD, INC.		30,795.00		08/31/2026
4046	08/31/2026	EFT	044307	CIVICPLUS LLC		5,065.99		08/31/2026
4047	08/31/2026	EFT	044036	DE LAGE LANDEN PUBLIC		193.47		08/31/2026
4048	08/31/2026	EFT	043672	DESERT VALLEY SERVICES IN		884.52		08/31/2026
4049	08/31/2026	EFT	002139	DLT SOLUTIONS, LLC		995.00		08/31/2026
4050	08/31/2026	EFT	050593	EAN SERVICES, LLC		192.70		08/31/2026
4051	08/31/2026	EFT	053799	ENTERPRISE FM TRUST		49,323.04		08/31/2026
4052	08/31/2026	EFT	000207	GRAINGER INC		2,419.71		08/31/2026
4053	08/31/2026	EFT	053123	GRANICUS LLC		36,131.89		08/31/2026
4054	08/31/2026	EFT	000996	HOME DEPOT		386.40		08/31/2026
4055	08/31/2026	EFT	042525	MUSCO SPORTS LIGHTING, LL		950.00		08/31/2026
4056	08/31/2026	EFT	056597	OPTIMIZED INVESTMENT PART		4,045.61		08/31/2026
4057	08/31/2026	EFT	054812	PAX FITNESS REPAIR, LLC		225.00		08/31/2026
4058	08/31/2026	EFT	049479	POLYDYNE INC.		4,634.06		08/31/2026
4059	08/31/2026	EFT	049100	RONALD A. GOLDMAN		725.00		08/31/2026
4060	08/31/2026	EFT	052784	THE PUN GROUP LLP		16,465.40		08/31/2026
4061	08/31/2026	EFT	055354	THE VAN DYKE CORPORATION		94,959.56		08/31/2026
4062	08/31/2026	EFT	054432	US BANK N.A.		40,660.10		08/31/2026
4063	08/31/2026	EFT	055817	VESTIS SERVICES, LLC		4,959.75		08/31/2026
4064	08/31/2026	EFT	048364	WEST COAST TURF		10,072.46		08/31/2026
4065	08/31/2026	EFT	051697	WESTERN WATER WORKS SUPPL		6,315.33		08/31/2026
4066	08/31/2026	EFT	054433	WEX BANK		2,180.13		08/31/2026
4067	08/31/2026	EFT	054272	WILLDAN		7,250.00		08/31/2026
126840	08/31/2026	PRINTED	044502	ALDCO AIR CONDITIONING &	3,350.00			
126841	08/31/2026	PRINTED	003650	BARBARA SINATRA CHILDREN'	462.00			
126842	08/31/2026	PRINTED	000836	BIO-TOX LABORATORIES	3,331.00			
126843	08/31/2026	PRINTED	053220	COACHELLA ACE HARDWARE	92.43			
126844	08/31/2026	PRINTED	052375	CORE & MAIN LP	483.94			
126845	08/31/2026	PRINTED	009950	CVWD	55,698.49			
126846	08/31/2026	PRINTED	050103	D&H WATER SYSTEMS	4,273.88			
126847	08/31/2026	PRINTED	055841	DESERT VALLEY POWER SYSTE	2,305.00			
126848	08/31/2026	PRINTED	055683	DUDEK	27,442.21			

Report generated: 08/31/2026 14:43
User: bayon
Program ID: apchkrcn

City of Coachella

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-00-0000-101000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
126849	08/31/2026	PRINTED	014700	BABCOCK LABORATORIES, INC	8,246.00			
126850	08/31/2026	PRINTED	056879	EMERSON LLLP	5,303.43			
126851	08/31/2026	PRINTED	036050	EMPLOYMENT DEVELOPMENT DE	25.00			
126852	08/31/2026	PRINTED	051141	FENCEWORKS RENTAL SYSTEMS	4,789.54			
126853	08/31/2026	PRINTED	025500	GRANITE CONSTRUCTION COMP	328.91			
126854	08/31/2026	PRINTED	051892	HERC RENTALS INC.	8,476.32			
126855	08/31/2026	PRINTED	000932	INDIO CAR WASH, INC.	330.00			
126856	08/31/2026	PRINTED	053801	INFOSEND, INC.	2,988.30			
126857	08/31/2026	PRINTED	001948	KIMBALL MIDWEST	269.11			
126858	08/31/2026	PRINTED	055272	LAWRENCE Y. SALAS	1,160.00			
126859	08/31/2026	PRINTED	049857	MANPOWER US INC.	10,900.12			
126860	08/31/2026	PRINTED	055376	PHPE SERVICES	450.00			
126861	08/31/2026	PRINTED	056322	PRIMO BRANDS	198.03			
126862	08/31/2026	PRINTED	056534	S.R. BRAY LLC	100.00			
126863	08/31/2026	PRINTED	035000	SMART & FINAL	344.40			
126864	08/31/2026	PRINTED	056212	SUN CITY NURSERY	526.35			
126865	08/31/2026	PRINTED	038800	UNDERGROUND SERVICE ALERT	306.47			
126866	08/31/2026	PRINTED	049778	WEST COAST ARBORISTS, INC	5,004.00			
126867	08/31/2026	PRINTED	054464	WHITE CAP, L.P.	306.20			
126868	08/31/2026	PRINTED	046835	AIR AND HOSE SOURCE, INC.	162.31			
126869	08/31/2026	PRINTED	001355	AMERICAN PROMOTIONAL EVEN	400.00			
126870	08/31/2026	PRINTED	054881	ANAHI FERNANDEZ	2,235.73			
126871	08/31/2026	PRINTED	056872	ARLENE PAZ	300.00			
126872	08/31/2026	PRINTED	048669	AUTOZONE	391.13			
126873	08/31/2026	PRINTED	044494	BURRTEC WASTE & RECYCLING	95.38			
126874	08/31/2026	PRINTED	042506	BURRTEC WASTE INDUSTRIES,	40,734.21			
126875	08/31/2026	PRINTED	044451	CALIFORNIA BUILDING OFFIC	500.00			
126876	08/31/2026	PRINTED	002048	CDW GOVERNMENT, INC.	4,089.00			
126877	08/31/2026	PRINTED	053220	COACHELLA ACE HARDWARE	590.81			
126878	08/31/2026	PRINTED	056000	CODEX CREATION COMMITTEE	45,000.00			
126879	08/31/2026	PRINTED	044959	COMPUTER CONSULTANTS, INC	35,125.00			
126880	08/31/2026	PRINTED	056158	CULLIGAN QUENCH	89.12			
126881	08/31/2026	PRINTED	056388	CVHS ATHLETIC BOOSTER CLU	1,000.00			
126882	08/31/2026	PRINTED	009950	CVWD	59,677.50			
126883	08/31/2026	PRINTED	050103	D&H WATER SYSTEMS	222.77			
126884	08/31/2026	PRINTED	056878	DANIELA Y. CHAVARRIA	390.00			
126885	08/31/2026	PRINTED	001848	DAVE BANG ASSOCIATES, INC	90,983.84			
126886	08/31/2026	PRINTED	056605	DECALS DESIGNS, INC	480.00			
126887	08/31/2026	PRINTED	042761	RIVERSIDE COUNTY ENVIRONM	170.00			
126888	08/31/2026	PRINTED	056874	DESERT ARC	1,000.00			
126889	08/31/2026	PRINTED	001089	DESERT ELECTRIC SUPPLY	7,916.40			
126890	08/31/2026	PRINTED	013300	DESERT FIRE EXTINGUISHER	792.30			
126891	08/31/2026	PRINTED	013700	DEWEY PEST CONTROL INC.	3,841.00			
126892	08/31/2026	PRINTED	055813	EWING IRRIGATION PRODUCTS	1,071.78			
126893	08/31/2026	PRINTED	051141	FENCEWORKS RENTAL SYSTEMS	8,692.92			
126894	08/31/2026	PRINTED	056580	FLEXTG LLC	150.08			
126895	08/31/2026	PRINTED	056144	FRIENDS OF THE CHILDREN	595.00			
126896	08/31/2026	PRINTED	051604	FRONTIER	3,011.93			
126897	08/31/2026	PRINTED	051494	GARDA CL WEST, INC.	1,480.67			
126898	08/31/2026	PRINTED	056869	GEAR IT FORWARD, INC	1,000.00			
126899	08/31/2026	PRINTED	056871	GLORIA CAMACHO	128.26			
126900	08/31/2026	PRINTED	042739	HDL COREN & CONE	4,827.50			

City of Coachella

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-00-0000-101000- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
126901	08/31/2026	PRINTED	056701	HERITAGE LANDSCAPE SUPPLY	4,431.52			
126902	08/31/2026	PRINTED	020450	IMPERIAL IRRIGATION DISTR	59,220.70			
126903	08/31/2026	PRINTED	051757	INDIO EMERGENCY MEDICAL G	145.00			
126904	08/31/2026	PRINTED	053801	INFOSEND, INC.	2,968.72			
126905	08/31/2026	PRINTED	053625	INTERSTATE ALL BATTERY CE	122.15			
126906	08/31/2026	PRINTED	053626	JANETH LARA	300.00			
126907	08/31/2026	PRINTED	056876	JUAN M. MARTINEZ	1,594.92			
126908	08/31/2026	PRINTED	053151	KLOB-FM	290.00			
126909	08/31/2026	PRINTED	047328	KONICA MINOLTA	641.01			
126910	08/31/2026	PRINTED	045257	LIEBERT CASSIDY WHITMORE	6,645.00			
126911	08/31/2026	PRINTED	049857	MANPOWER US INC.	12,914.37			
126912	08/31/2026	PRINTED	056873	MARGARITO BELTRAN	624.50			
126913	08/31/2026	PRINTED	055020	MARTIN MARIETTA MATERIALS	337.07			
126914	08/31/2026	PRINTED	055038	MEDINA ZENDEJAS COMMUNICA	2,800.00			
126915	08/31/2026	PRINTED	055926	MTR	11,800.00			
126916	08/31/2026	PRINTED	056877	PALAFOX CONCRETE PUMPING	600.00			
126917	08/31/2026	PRINTED	002028	PETE'S ROAD SERVICE, INC.	3,287.65			
126918	08/31/2026	PRINTED	052596	PLANIT PRINT WORKS	380.89			
126919	08/31/2026	PRINTED	046837	PRECISION BACKFLOW	95.00			
126920	08/31/2026	PRINTED	052306	QUINN COMPANY	4,668.33			
126921	08/31/2026	PRINTED	054500	RELIABLE TRANSLATIONS COR	1,056.08			
126922	08/31/2026	PRINTED	056867	REYNALDO J CARREON MD FOU	1,000.00			
126923	08/31/2026	PRINTED	044161	ROBERT HALF	8,026.50			
126924	08/31/2026	PRINTED	035000	SMART & FINAL	344.40			
126925	08/31/2026	PRINTED	035450	SOCALGAS	438.45			
126926	08/31/2026	PRINTED	035430	SOUTH COAST A.Q.M.D.	2,850.89			
126927	08/31/2026	PRINTED	055590	STANDARD INSURANCE COMPAN	8,090.60			
126928	08/31/2026	PRINTED	055659	STAPLES	456.59			
126929	08/31/2026	PRINTED	050384	STOTZ EQUIPMENT	356.31			
126930	08/31/2026	PRINTED	042899	SUN BADGE CO.	388.28			
126931	08/31/2026	PRINTED	000102	SUNLINE TRANSIT AGENCY	990.13			
126932	08/31/2026	PRINTED	051093	T-MOBILE USA, INC.	165.00			
126933	08/31/2026	PRINTED	052125	TAG/AMS, INC.	345.00			
126934	08/31/2026	PRINTED	038250	TOPS N BARRICADES	3,420.19			
126935	08/31/2026	PRINTED	056870	TOTAL YOUTH DEVELOPMENT	1,000.00			
126936	08/31/2026	PRINTED	052204	TPX COMMUNICATIONS	335.73			
126937	08/31/2026	PRINTED	045053	TYLER TECHNOLOGIES, INC.	7,200.00			
126938	08/31/2026	PRINTED	055885	V.M. POOL SERVICES AND RE	650.00			
126939	08/31/2026	PRINTED	039640	VALLEY LOCK & SAFE	4,050.29			
126940	08/31/2026	PRINTED	055816	VERIZON	1,462.05			
126941	08/31/2026	PRINTED	044966	VERIZON WIRELESS	302.43			
126942	08/31/2026	PRINTED	044775	VISTA PAINT CORPORATION	687.84			
126943	08/31/2026	PRINTED	049778	WEST COAST ARBORISTS, INC	11,517.00			
126944	08/31/2026	PRINTED	054464	WHITE CAP, L.P.	389.40			
126945	08/31/2026	PRINTED	000384	WILLDAN FINANCIAL SERVICE	13,397.24			
	149 CHECKS			CASH ACCOUNT TOTAL	647,423.00	818,444.57		

City of Coachella

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
149 CHECKS	FINAL TOTAL	647,423.00	818,444.57

** END OF REPORT - Generated by BRENDA AYON **

Date: **August 31, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

apCkHist
09/02/2026 8:29AM

Check History Listing
City of Coachella

Bank code: wfb

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
125841	09/09/2026	56886 DAMIAN BAILON			Ref000260898	08/31/2026	29.36	29.36
125842	09/09/2026	56894 ADRIANA CRUZ			Ref000260907	08/31/2026	301.71	301.71
125843	09/09/2026	56883 DANIEL FIGUEROA			Ref000260895	08/31/2026	5.94	5.94
125844	09/09/2026	56893 JOANN HOPE GONZALES			Ref000260906	08/31/2026	16.74	16.74
125845	09/09/2026	56887 JOVANY GUILLEN CASTRO			Ref000260899	08/31/2026	8.52	8.52
125846	09/09/2026	56888 CRISTIAN LOPEZ			Ref000260900	08/31/2026	81.97	81.97
125847	09/09/2026	56889 NELLIE LUNETTA			Ref000260901	08/31/2026	17.04	17.04
125848	09/09/2026	56890 PATRICIA NUGENT			Ref000260903	08/31/2026	85.30	85.30
125849	09/09/2026	56884 JULIO PAZ			Ref000260896	08/31/2026	1.44	1.44
125850	09/09/2026	56892 PULTE HOME CO, LLC			Ref000260905	08/31/2026	27.12	27.12
125851	09/09/2026	56891 PULTE HOMES CO, LLC			Ref000260904	08/31/2026	37.58	37.58
125852	09/09/2026	56885 PATRICIA SEGURA			Ref000260897	08/31/2026	30.07	30.07
125853	09/09/2026	56876 THE CARITAS CORPORATI			Ref000260902	08/31/2026	76.88	76.88
						wfb Total:		**719.67**

13 checks in this report

Total Checks: **719.67**

Date: **September 9, 2026**

Finance Director: Lincoln Bogard

City Manager: Gustavo Romo

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., Public Works Director/City Engineer

PREPARED BY: Brianna Greenwood, P.E., Senior Civil Engineer

SUBJECT: Resolution 2026-52, Authorizing the City Manager to act as the authorized agent to file and execute all related project application documents for Fiscal Years 2025, 2026, and 2027 Emergency Management Preparedness Grant (EMPG).

STAFF RECOMMENDATION:

Approve Resolution 2026-52, Authorizing the City Manager to act as the authorized agent to file and execute all related project application documents for Fiscal Years 2025, 2026, and 2027 Emergency Management Preparedness Grant (EMPG).

FISCAL IMPACT:

No fiscal impact. If awarded, the funds will go towards allocated expenses and will decrease the general fund apportionment.

EXECUTIVE SUMMARY:

The County of Riverside has released its Emergency Management Performance Grant (EMPG). The identified maximum per capital allocation the City of Coachella is eligible to receive varies per year from approximately $4,000-$10,000. The program requires a 50% match.

Staff recommends approving the resolution to authorize the City Manager to execute the application documents and requesting these funds be used to recover costs for the City's annual service contract with the County of Riverside Emergency Management Department for an Emergency Services Coordinator.

ATTACHMENTS:

1. Resolution 2026-52

RESOLUTION NO. 2026-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO ACT AS THE AUTHORIZED AGENT TO FILE AND EXECUTE ALL RELATED PROJECT APPLICATION DOCUMENTS FOR FISCAL YEARS 2025, 2026, AND 2027 EMERGENCY MANAGEMENT PREPAREDNESS GRANT (EMPG) ON BEHALF OF THE CITY OF COACHELLA.

WHEREAS, by the City Council of the City of Coachella, a public entity established under the laws of the State of California, that the EMPG application be submitted to the County of Riverside for consideration;

WHEREAS, that the City of Coachella, a public entity, established under the laws of the State of California, hereby identifies the City Manager as the authorized agent to sign all related grant documents pertaining to the EMPG;

WHEREAS, Emergency Management is a prime concern of the all emergency management organization;

WHEREAS, the City has the resources available to provide a 100% in-kind match and complete the project;

PASSED, APPROVED and **ADOPTED** this 9th day of September 2026.

_____
Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

_____
City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution No. 2026-52 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 9th day of September, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., Public Works Director/City Engineer

PREPARED BY: Brianna Greenwood, P.E., Senior Civil Engineer

SUBJECT: Letter Agreement with Pacific Energy Concepts (PEC) in the amount of $31,644.82 for the Electric Vehicle Charging Stations and appropriate $31,644.82 from unallocated general fund reserves, Project No. PW 2026-05

STAFF RECOMMENDATION:

Authorize City Manager to execute a Letter Agreement with Pacific Energy Concepts (PEC) in the amount of $31,644.82 for the Electric Vehicle Charging Stations and appropriate $31,644.82 from unallocated general fund reserves, Project No. PW 2026-05.

FISCAL IMPACT:

With this action, Council authorizes the allocation of $31,644.82 from unallocated general fund reserves.

EXECUTIVE SUMMARY:

In 2014, four electric vehicle charging stations were installed at the Corporate Yard. EV Chargers have an average lifecycle of 10-15 years. After inspecting the existing stations, it was determined they need to be replaced. Staff underwent an informal bid process to determine the best overall price and equipment to achieve the Cities charging needs. Pacific Energy concepts was determined to be the most responsive bidder for the proposed scope of work. The proposed work order with Pacific Energy Concepts includes removing the existing charging stations and installing the new charging stations. This work includes cable management and five years prepaid Flipturn software that will assist the Fleet Department manage the charging stations. Staff recommends authorizing this letter agreement to ensure electric fleet vehicles continue to receive charging at the Corporate Yard and reduce interruptions in service.

ATTACHMENTS:

1. Letter Agreement with Pacific Energy Concepts

City of **Coachella**

53-990 Enterprise Way, Coachella, California 92236

Phone (760) 398-5744 * Fax (760) 398-1630 * www.coachella.org

September 9, 2026

Pacific Energy Concepts

210 W 3rd St, Vancouver, WA 98660

Re: Corporate Yard Electric Vehicle Charging Stations, Project # PW 2026-05

Dear Mr. Wilson:

This letter shall be our Agreement regarding the Corporate Yard Electric Vehicle Charging Stations described below ("'Services") to be provided by Pacific Energy Concepts (PEC) a Limited Liability Company, ("Contractor") *as* an independent contractor to the City of Coachella for the Corporate Yard Electric Vehicle Charging Stations, Project # PW 2026-05 ("Project").

The Services to be provided include the following: remove and replace four (4) EV charging stations at the Corporate Yard. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of 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, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall not exceed **Thirty-One Thousand Six Hundred Forty-Four Dollars and Eighty-two Cents ($31,644.82).**

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

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' [illegible]ion coverage for such employees which meets all requirements of state law.

Invoices shall be submitted to the City as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall be completed on December 31, 2026. The City may terminate this Letter of Agreement up to December 31, 2026 without cause. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. To the fullest extent permitted by Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expe1t witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volm1teers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

CITY OF COACHELLA

Approved by:

_____

Gustavo Romo
City Manager

CONTRACTOR

Reviewed and Accepted by Contractor:

_____

Signature

_____

Name

_____

Title

_____

Date

EV PROJECT WORK ORDER

Attn: City of Coachella

Date: August 31, 2026

Dear Cesar Talamantes,

Pacific Energy Concepts is pleased to have been chosen as your energy efficiency specialists and look forward to assisting you with this project. Please call anytime if you have any questions.

Scope of Work

Proposal Name: City of Coachella
Site Location: 53-462 Enterprise Way, Coachella, CA 92236

Equipment to be Installed

	Manufacturer	Charger	Mounting	Qty
1	Autel	AC Pro, 50A	Pedestal	4

See scope of work or project overview for more details

Assumptions and Clarifications

1. Current wiring meets electric codes.
2. There is adequate available ampacity within the building electrical distribution system.
3. Any existing exterior infrastructure is in good condition and does not have structural integrity issues that may impact this project.
4. All work will be performed during normal business hours unless outlined per the scope of work.
5. PEC team will have access to the building with no restrictions to defined work areas during those hours.
6. Any work discovered outside the above-mentioned scope will require a change order.
7. Additional installation equipment required that is not accounted for as per the scope will require a change order.
8. Any deficiencies to existing wiring or infrastructure that need to be addressed shall result in and require a change order.
9. Landscaping repairs or modifications are not included in the scope of work unless specifically mentioned.
10. Please note that all work in panels or on equipment shall be performed while it is in a de-energized state. We will notify and coordinate any required shutdowns with you prior to the start of work to mitigate any downtime or distruption.

Scope of Work

1. Remove and dispose of (4) existing GE EV Charging Stations
2. Provide and install (4) Autel AC Pro 50A charging stations to be installed on (2) pedestals
3. Cable management included
4. Activation and commissioning of four (4) new charging stations included
5. Proposal assumes all existing infrastrucure in place for new installation; no new electrical infrastructure included
6. (5) Years prepaid Flipturn software included
7. PEC to provide project management

Job Specific Exclusions from Scope of Work

1. Painting
2. ADA Requirements
3. Any additional requirements by inspector
4. Civil work
5. Load calculations of existing equipment main gear.

Standard Exclusions from Scope of Work

The following is excluded from the scope of work, except where authorized by written change order signed by the parties:

1. Correction or repairs to any existing building, wiring, or electrical problems or code violations
2. Charges from Utility Company.
3. Work or materials not described in the inclusions above.
4. New switching methods unless specifically stated in scope of work of this project.
5. Some minor landscape repairs may be needed as a result of this work. No allowances for landscaping repairs have been included.
6. Stepping stones or other finish may be desired for improved access to the chargers. No allowances for any such work are included in this proposal.
7. Energized electrical work
8. Substantial material cost increases beyond our control.
9. Additional excavation work due not specified in the scope of work.

Project Cost & Incentives

Project Cost	$	31,644.82	excludes applicable taxes
Less Estimated Incentive	$	-	
Net System Investment	**$**	**31,644.82**	
Taxes (if applicable)	$	-	
Total Net Investment	**$**	**31,644.82**	

Payment terms 50% Down Payment + 50% Due Upon Completion
Required Down Payment $15,822.41
Balance Due Upon Completion $15,822.41

210 West 3rd Street Vancouver, WA 98660 / Phone: 360-571-3 ile: 360-573-1430 / www.pecnw.com

Terms & Conditions

1. Owner's Obligations

The owner is responsible for the following:

1.1 Providing reasonable access to the worksite:
Prior to the start of the work, Owner shall provide an easily accessible work site. Owner will allow free access to work areas for PEC and will allow areas for the storage of materials and debris. Owner shall provide and maintain utilities services to the work site, unless required otherwise by the work.

1.2 Obtaining and paying for necessary approvals, easements, assessments and charges except for those permits and fees, which are the responsibility of PEC under the terms of this work order.

1.3 Paying all amounts due under the terms of this work order in a timely manner.

1.4 Providing timely responses to request for additional information, design submittals, or the like from PEC.

1.5 During the processing of the incentives, signing any incentive documents in a timely manner; if incentive documents are not signed in a timely manner, owner is accepts all the risk of lost incentives and responsibility for the resulting additional or remaining balance on the project.

1.6 Making available to PEC all plans, schematics, specifications, drawings, blueprints, and similar construction documents (the "construction documents") necessary for PEC to complete the

2. PEC

PEC is responsible for the following:

2.1 Designing, specifying, and ordering the custom solution set forth in the scope of work.

2.2 Completing the scope of work in a good and workmanlike manner and consistent with the scope of work.

2.3 Disposing of agreed upon items removed during this project in accordance with applicable federal, state, and local laws.

3. Time of Performance

3.1 PEC will use its best efforts to commence performance of the work and achieve substantial completion of the work on or about the dates specified in the scope of work. If no time of performance is specified in the scope of work above, PEC shall commence performance and prosecute the work within a commercially reasonable time and at a commercially reasonable pace of work, in conformance with the local custom and practice of contractors performing similar work, and subject to schedule constraints or influences outside of PEC's control. Regardless, PEC does not, in any event, guarantee commencement or substantial completion of the work, or any portions of it, on or before a specific date.

3.2 PEC shall not be responsible for delays which are beyond its control. Delays beyond PEC's control include without limitation, the following: modified or additional work ordered by Owner; act or neglect of an architect, engineer, surveyor, another contractor, or other professional; fire; flood; wind; adverse weather conditions not suitable for the performance of the work or portions of it; delays in material deliveries or unavailability of materials; delays caused by issues relating to plans or drawings provided by someone other than PEC; delays caused by any lender; and any other delay not caused by PEC or outside its control. PEC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM DELAYS IN THE PERFORMANCE OF THE WORK INCLUDING WITHOUT LIMITATIONS THOSE ARISING OUT OF CLAIMS FOR LOSS OF USE OR LOST PROFITS.

4. Changes to Work

4.1 Owner agrees that, in the event it makes changes, modifications, additions or deletions to the scope of work, including without limitation the addition of products not included in the scope of work above (collectively, "Changes"), and subject to PEC agreeing to such Changes, PEC shall be entitled to additional schedule time and reimbursement of any related costs and expenses regardless of whether such Changes are set forth in a written Change Order signed by the parties.

4.2 Owner agrees that in the event of any Changes to the scope of work required by any regulatory authorities or inspectors with the local jurisdictions or by any plans and drawings prepared by anyone other than PEC, PEC shall be entitled to additional schedule time and reimbursement of any related costs and expenses regardless of whether such Changes are set forth in a written Change Order signed by the parties.

4.3 Owner agrees that in the event of any Changes to the scope of work resulting from PEC encountering any differing conditions, of which PEC did not have actual notice prior to executing this work order, PEC shall be entitled to additional schedule time and reimbursement of any related costs and expenses regardless of whether such Changes are set forth in a written Change Order signed by the parties.

5. Incentives and Rebates

5.1 Where incentives are available, the scope of work and the project cost includes incentive management, application processing and required meetings with the representatives of the incentive program/utility. PEC does not promise or guarantee Owner's eligibility for, or receipt of, any incentives, or guarantee the amounts of any incentives actually received by Owner. Any description of incentives provided by PEC is merely an estimate of potential incentives and incentive amounts, and not a guarantee that such information is true and accurate representation of those for which an Owner may qualify. In the event, for any reason, any anticipated incentives or savings are not realized by Owner, Owner shall remain financially liable to PEC for such amounts, as part of the total project cost, including any deferred savings provided to Owner in anticipation of such incentives or savings.

5.2 Owner agrees to fully maintain the lighting system throughout the time of the incentive program and utility pre-inspection. Owner warrants that information it provides to PEC to determine incentive estimates is true and accurate, including but not limited to lighting hours of operation, existing fixture types and wattages, and space use types. Owner will be responsible for any resulting incentive reduction if these requirements are not met.

5.3 Owner agrees to provide any requested incentive documentation to PEC or requesting party (incentive program or utility) not later than one week of PEC's request for the same.

5.4 Owner understands and acknowledges that incentive payments are dependent on timely submission of required documentation.

6. Warranty

6.1 The warranty related to any products or materials (collectively, "products") supplied by PEC is expressly limited to the warranty provided by the product's manufacturer, if any. Product warranties vary depending on the manufacturer of the fixture, and type of fixture. These warranties are offered by and through the manufacturer. PEC's obligation to the Owner is limited to assisting in the processing of warranty claims to the manufacturer. Please consult your sales representative for further information pertaining to each type of fixture used in your project.

6.2 PEC warrants its labor, including that of its subcontractors, in installing the products as part of its scope of work against defects in the installation of the products. PEC shall repair and replace any such products which are installed in a manner contrary to both the construction documents and accepted practice within the industry. PEC's warranty as to its labor is provided for one year from the date of installation.

7.Cancellation

7.1 Subject to written approval from PEC, Owner may cancel an accepted work order. In the event Owner requests and PEC approves a cancellation request, PEC shall be entitled to recover the following from Owner, all of which shall be due and payable immediately by Owner to PEC:

a. all amounts previously invoiced to Owner;

b. the reasonable value of PEC's work, including labor, design or consulting services, expenses incurred by PEC, materials ordered, procured or supplied by PEC or its subcontractors, and PEC's earned profit and overhead related to such amounts, to the extent not previously invoiced by PEC, including amounts related to any additional work resulting from any Changes.

8. Indemnity

210 West 3rd Street Vancouver, WA 98660 / Phone: 360-571-3 ile: 360-573-1430 / www.pecnw.com

8.1 To the fullest extent of the law, each party agrees to defend, indemnify, and hold the other harmless and, if requested by either party, its consultants, agents and employees of any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, including without limitation injury to or death of persons, including employees, subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, caused, in whole or in part, by any act or omission, or alleged act or omission, of either party, its employees or agents, but only to the extent that such claims, suits, losses or liability are caused by negligence or by the negligence of those acting on the behalf of either party. Each party's indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

9. Payment Terms

9.1 Payment is due upon receipt of invoice, except if project is being financed, in which case payment is due in accordance with the Lease Agreement, but only upon PEC's written

9.2 Any project that exceeds 30 days to complete will be subject to monthly invoicing on a percentage completed basis.

9.3 In the event Owner fails to make timely payment, PEC may assess a monthly service charge equal to 1.5% of the outstanding balance as to any outstanding balances more than 30 days past due.

9.4 Materials will not be ordered until required down payment is received by PEC.

10. Dispute Resolution

10.1 Any dispute or claim that arises out of or that relates to this work order, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Clark County, Washington.

10.2 The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate through the organization named above or any other mediation process or mediator as the parties may agree upon.

10.3 Unless the parties otherwise agree in writing, and to the extent allowed by law, in the event that the agreement to arbitrate herein is found not to apply (for any reason), the parties agree that any claim must be resolved exclusively by the state or federal courts located in Clark County, Washington. The Parties expressly consent to venue and personal jurisdiction of such courts for the purposes of litigating all such claims.

10.4 This work order shall be governed by the laws of the State of Washington.

10.5 LIMITATION OF LIABILITY:

a. THIS SECTION IS PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY TO ALL CLAIMS, EVEN IF PEC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY OR DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. THE FOLLOWING PROVISIONS AFFECT OWNER'S RIGHT TO BRING CERTAIN TYPES OF CLAIMS AGAINST PEC AND THE TYPE AND AMOUNT OF DAMAGES THAT OWNER MAY SEEK TO RECOVER FROM PEC. OWNER SHOULD READ THESE PROVISIONS, AS WELL AS THIS ENTIRE WORK ORDER, CAREFULLY AND, AT OWNER'S EXPENSE, CONSULT WITH APPROPRIATE LEGAL COUNSEL. OWNER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PEC SHALL NOT UNDER ANY CIRCUMSTANCES HAVE ANY LIABILITY WHATSOEVER TO OWNER OR TO ANY THIRD- PARTY (WHETHER JOINTLY, SEVERALLY, OR INDIVIDUALLY) FOR ANY (a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, (b) LOSS OF USE, DATA, OPPORTUNITY, GOODWILL, REPUTATION, PROFIT, OR REVENUE, OR (c) COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY FEES), FOR ANY CLAIMS ARISING FROM OR RELATING TO THIS WORK ORDER.

b. OWNER FURTHER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF PEC IS FOUND LIABLE IN ANY CLAIM, PEC'S TOTAL LIABILITY TO OWNER OR TO ANY THIRD- PARTY (WHETHER JOINTLY, SEVERALLY, OR INDIVIDUALLY) FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY OR ANY OTHER CAUSE, ARISING OUT OF, OR RELATING TO ANY WORK PERFORMED BY PEC OR PEC'S SUBCONTRACTORS, THE WORK OR THE PROJECT, IS LIMITED TO THE LESSER OF THE FOLLOWING:

i. THE WORK ORDER PRICE, AS DETERMINED BY THE PROVISIONS OF THIS WORK ORDER; OR

ii. THE AMOUNTS OF ACTUAL INSURANCE COVERAGE, AS DETERMINED BY PEC'S INSURER(S), UNDER CONTRACTOR'S APPLICABLE INSURANCE POLICIES

11. Miscellaneous Provisions

11.1 In the event Owner is a partnership, limited liability company, corporation, or the like, this project work order shall be binding upon and shall inure to the benefit of the Parties' successors and assigns. Without limiting the foregoing, in the event of a merger or consolidation where Owner is not the consolidated or surviving entity, or in the event of the transfer of all or substantially all of Owner's assets, then the surviving or resulting entity or the transferee of Owner's assets shall be bound by and shall have the benefit of the provisions of this project work order, and Owner shall take all actions necessary to ensure that such entity or transferee shall be bound by and shall have the benefit of the provisions of this project work order, and Owner shall take all actions necessary to ensure that such entity or transferee is bound by the provisions of this project work order, and Owner shall take all actions necessary to ensure that such entity or transferee is bound by the provisions of this work order.

11.2 This project work order shall be interpreted fairly, and not for or against either party.

11.3 If any provision of this project work order is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this project work order is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11.4 This project work order may not be modified or cancelled except in writing signed by the parties hereto.

11.5 In the event that an arbitration, suit or action is filed to enforce or interpret the parties' rights or obligations herein, each party shall be responsible for its own costs and attorney fees, including an equal share of the arbitrator's fee, associated with the same or on appeal of the same.

I read and agree that the above specifications and terms are acceptable. I hereby authorize this project; payments shall be made as outlined above.

☑ Proposal Acceptance:

Name: Cesar Talamantes

Date: Monday, August 31, 2026

Invoicing Contact: _____

Signature _____

Purchase Order# _____

****Signature above indicates approval of terms as noted****

Version-4.22-45890

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STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., Public Works Director/City Engineer

PREPARED BY: Brianna Greenwood, P.E., Senior Civil Engineer

SUBJECT: Professional Service Agreement with Albert A. Webb Associates, in an amount not-to-exceed $1,325,000, to provide Professional Engineering Services for the Connect Coachella ATP Project, City Project ST-138.

STAFF RECOMMENDATION:

Authorize City Manager to Execute Professional Service Agreement with Albert A. Webb Associates, in an amount not-to-exceed $1,325,000, to provide Professional Engineering Services for the Connect Coachella ATP Project, City Project ST-138.

FISCAL IMPACT:

No fiscal impact to the FY 26/27 CIP Budget. Funding for the PS&E phase is through the Active Transportation Program (ATP).

BACKGROUND:

The City of Coachella was awarded State funding for Design and Right-of-Way Services for the Active Transportation Program (ATP) Connecting Coachella Project ST-138. The total funds are in the amount of $2,529,412.00, with an amount of $2,150,000 in grant funding and $379,412.00 in local match. The project has completed the PA&ED phase and is currently in the R/W and PS&E phase.

The proposed project will add 3.6 miles of a Class I multi-modal path along Grapefruit Blvd from Avenue 48 to Avenue 54, 2.6 miles of Class II bike lanes along Avenue 54 from Van Buren to City limits, 1.4 miles of sidewalk, and 14 crosswalk enhancements. The project will connect to the Coachella Valley Link Multi-Use Trail (CV Link) and the Arts and Music Line Connect Multimodal Pathway. Infrastructure improvements also include a roundabout; lighted bollards; 6-to-12-foot landscape buffer with shade trees; high-visibility crosswalks; enhanced signals; and raised medians and ADA ramps to improve pedestrian/bicycle safety at crossings. New shade structures, benches, drinking fountains, bike repair kiosks, trash cans, and art installation will enhance the path as well.

DISCUSSION/ANALYSIS:

In July 2026, the City posted a request for proposals from qualified professional engineering consulting firms. On August 13, 2026, proposals were received from five consulting firms. Staff reviewed the proposals and evaluated based on experience, schedule and familiarity with the area and project. As a result, Albert A Webb Associates was selected as the top firm for this project.

Company Name:	**Average Rank**
Albert A Webb Associates	91.5
Kimley Horn	84.3
MSA Consulting	85.3
Alta	87.0
Sikand Engineering	66.5

Albert A Webb Associates was selected based on an evaluation of all proposals and received the highest score due to their knowledge of the project, experience with similar projects and their proposed schedule will meet the grant deadline. Albert A Webb Associates is a multi-disciplinary engineering and landscape architecture firm with many trades in-house, and partnering with, STC Traffic, Inc., Geocon Consultants, Inc., Visual Concepts Lighting, Inc., and Underground Solutions, Inc. Their expertise and high-quality team can deliver the project design within the grant schedule and budget.

ATTACHMENTS:

1. Professional Service Agreement – Albert A. Webb Associates
2. Albert A. Webb Associates Proposal

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of September, 2026 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 ("City") and Albert A. Webb Associates, a Corporation with its principal place of business at 3788 McCray Street, Riverside, CA 92506 ("Consultant"). The City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

The City desires to engage Consultant to render such services for the Connect Coachella project, Project # ST-138 ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from September 9, 2026 to October 31, 2029, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

DRAFT

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

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

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

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

3.2.8.1 Period of Performance and Liquidated Damages. 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 Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of **Zero Dollars ($0.00) per day** for each and every calendar day

of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and

volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($1,325,000)** without written approval of the **City Manager.** Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Labor Code Requirements.

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
Attn: Dilesh Sheth, Senior Vice President

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Andrew Simmons, Engineering Department

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans,

specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City's sole risk.

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

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

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

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

City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

CITY OF COACHELLA

Approved by:

_____
Gustavo Romo
City Manager

Approved as to Form:
BEST, BEST & KRIEGER

_____
City Attorney

Attest:

_____
Angela Zepeda
City Clerk

ALBERT A. WEBB ASSOCIATES

By: _____
Brian P. Knoll
Chief Operations Officer

By: _____
Todd Smith
Chief Financial Officer

DRAFT

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF SERVICES

EXHIBIT "C"

COMPENSATION

ALBERT A. WEBB ASSOCIATES

Proposal to Provide Professional Engineering Services, Preparation of Plans, Specifications, and Engineer's Estimates for the

CONNECT COACHELLA CITY PROJECT NO. ST-138

August 13, 2026













webbassociates.com

3788 McCray Street
Riverside, CA 92506
951.686.1070

Prepared for:
City of Coachella

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LETTER OF TRANSMITTAL

August 13, 2026

Andrew Simmons, PE, City Engineer
City of Coachella
53462 Enterprise Way
Coachella, CA 92236

RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES — CONNECT COACHELLA CITY PROJECT NO. ST-138

Mr. Simmons,

Grapefruit Boulevard and Avenue 54 carry traffic at posted speeds of 50 mph through the heart of Coachella with virtually no continuous walking or biking facilities. Connect Coachella is the opportunity to transform these corridors into a safe, recognizable active-transportation spine, linking CV Link, the Arts and Music Line, schools, transit, parks, Tribal communities, and downtown Coachella into a connected network that serves residents every day.

Enclosed is Albert A. Webb Associates' (WEBB) proposal to deliver final Plans, Specifications, and Engineer's Estimates (PS&E) for City Project No. ST-138. WEBB will inherit the 50% design files, reconcile them against current field conditions, and carry the project through 60%, 100%, final Mylar submittals, bidding support, construction support, and record drawings, all within the City's 18-month schedule from Notice of Award. We offer three core strengths that make us the right partner for this effort:

1. Field-Verified Design, Not Inherited Assumptions

WEBB will reconcile the 50% CAD files, the RFP, any issued addenda, ATP application commitments, current topographic survey, right-of-way records, and utility records into a single City-confirmed basis of design before advancing any plan sheets. Field reconnaissance has already identified conditions that must be resolved during design rather than during construction: 92kV IID transmission lines, an active Kinder Morgan oil line, Williams Communications fiber, and 24-inch culverts near the proposed Grapefruit Boulevard/Avenue 54 signal; power poles measured roughly 13 feet from the edge of pavement on Avenue 54 against the Caltrans Highway Design Manual 20-foot clear recovery zone; and a finding that the 12-foot Class I trail shown between Grapefruit Boulevard and Polk Street is not feasible as drawn, with practical alternatives already developed for City review. Resolving these issues at the design table protects the City's budget, schedule, and ATP-funded delivery commitments.

2. Direct Experience with the Grapefruit Boulevard/Avenue 54 Signal

WEBB designed a nearly identical configuration at Case Road and Ellis Road in the City of Perris, including a new traffic signal, upgraded railroad crossing, pedestrian and bicycle crossing, signal preemption timing, and utility relocations, coordinating with CPUC, SCRRA, the City, and utility owners. Those improvements are in construction and expected to complete by the end of 2026. WEBB also coordinated with UPRR on the Arts and Music Line. No other team brings this level of directly applicable railroad-adjacent signal experience to this specific intersection.

3. Deep Coachella Valley Fluency and a Single In-House Multidisciplinary Team

WEBB has served public agency clients in the region for decades. For CVAG, WEBB delivered the Arts and Music Line: approximately 15 miles of enhanced bikeways across La Quinta, Indio, Coachella, unincorporated Riverside County, and tribal lands, including 9 miles of protected Class I and Class IV facilities and connections to CV Link, with WEBB helping secure $36 million in ATP grant funds. WEBB also authored the Active Transportation Design Guidelines for Coachella Valley cities and holds working relationships with IID, Coachella Water Authority, and CVAG's CV Sync signal coordination program. Civil, traffic and signal, survey and right-of-way, landscape architecture, lighting, and construction support all sit under one roof, shortening decision cycles and eliminating the coordination gaps that put schedules at risk.

The enclosed proposal includes our technical qualifications, proposed project team, and detailed w
The proposed project team includes the following subconsultants:

- Geocon West, Inc., 24711 Redlands Blvd Unit A, Loma Linda, CA 92354, P: 951.304.2300, F: 909.283.7160, Lisa Battiato, CEG, LEED AP, Senior Geologist and Regional Manager, will provide geotechnical services. Geocon is not a DBE.
- STC Traffic, Inc., 5973 Avenida Encinas, Suite 218, Carlsbad, CA 92008, P: 760.602.4290, F: 760.670.3445, Jason Stack, TE, PTOE, President and Founder, will provide railroad crossing, signal preemption, and CPUC coordination services. STC Traffic is not a DBE.
- Visual Concepts Lighting, Inc., 4858 Mercury Street, Suite 210, San Diego, CA 92111, P: 858.278.4503, fax not applicable, Kenny Perez Jr., Senior Project Manager/C.O.O., will provide lighting design and electrical engineering. Visual Concepts Lighting is not a DBE.
- Underground Solutions, Inc., 120 N Andreasen Dr., Escondido, CA 92029, P: 760.294.9449, F: 760.294.9494, Thomas Mueller, V.P. Field Operations, will provide potholing/GPR services. Underground Solutions is not a DBE.

These firms will serve as subconsultants to WEBB. Memoranda from principals of Geocon, Inc., STC Traffic Inc., Visual Concepts Lighting, Inc., and Underground Solutions, Inc., confirming their assigned services are included in the appendix, as required.

WEBB is a California corporation with its corporate office located at 3788 McCray Street, Riverside, CA 92506. The firm's telephone number is 951.686.1070, and its fax number is 951.788.1256. During the proposal evaluation period, the City's primary contact will be Dilesh Sheth, PE, TE, who can be contacted at 951.248.4237 or dilesh.sheth@webbassociates.com.

WEBB acknowledges receipt of Addendum No. 1 received on July 16 and Addendum No. 2 received on July 21. Copies of all issued addenda are included with this proposal. This proposal shall remain valid for 180 days from the submittal date.

By signing below, I certify that I am authorized to bind Albert A. Webb Associates to the terms of this proposal. I further attest that all information submitted in this proposal is true and correct. We look forward to the opportunity to bring the Connect Coachella vision to life for the residents of Coachella.

Sincerely,

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President
dilesh.sheth@webbassociates.com
951.248.4237

A. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES OF OFFEROR

WEBB Overview

Albert A. Webb Associates (WEBB) has been a trusted provider of civil engineering services to public sector clients across California since 1945. Our longevity reflects a foundation of financial stability and adaptability through decades of evolving economic landscapes. As a mid-sized consulting firm with offices in Riverside and Murrieta, WEBB is strategically positioned to serve the diverse needs of our clients effectively.

We offer comprehensive in-house professional services, bringing decades of experience to public and private sector clients throughout Inland Southern California. Our team specializes in addressing the unique challenges faced by cities, water and special districts, counties, regional agencies, and industry partners. From project development and planning to design, entitlement, funding assistance, permitting, construction management, and inspection, our services span the entire project lifecycle.

WEBB's enduring legacy, financial strength, and dedicated team of experts make us the preferred partner for public sector entities in California. We are committed to delivering excellence, ensuring the success of every project, and fostering lasting professional partnerships.

WEBB's Financial Condition

WEBB is a financially secure California corporation that demonstrates long-term stability and a strong foundation for growth. Our sound financial management practices ensure we have the resources to execute projects of all sizes and complexities confidently. We maintain healthy liquidity reserves, providing security and the ability to navigate unforeseen challenges without disrupting project timelines or deliverables.

As a privately held company, WEBB is not owned or controlled by any other organization and has no financial interest in other entities. We typically do not provide detailed financial statements. Still, we are willing to offer relevant information upon request to assure our clients of our financial strength and capability to complete the required services successfully.



Engineering and Planning Excellence Since 1945

WEBB offers the following services:

- Traffic and Transportation Engineering
- Land Survey and Mapping
- Landscape Architecture
- Water Resources and Stormwater Engineering
- Environmental Services
- Land Development Engineering
- Construction Management and Inspection
- Land Development Planning and Entitlement

Learn more by visiting *webbassociates.com/services*

Corporate Headquarters:
3788 McCray Street
Riverside, CA 92506
951.686.1070

Legal Form of Company: Corporation

160+ Associates

40+ Licensed Professionals

WEBB's Experience Performing Similar Work

WEBB brings direct relevant experience designing complex transportation, active-transportation, utility, and public-realm improvements throughout the Coachella Valley and Southern California. At the **Case Road and Ellis Road Intersection**, WEBB integrated a new traffic signal, railroad-crossing improvements, roadway widening, pedestrian and bicycle rail crossings, utility relocations, and signal-to-railroad preemption through coordination with CPUC, SCRRA, the City of Perris, property owners, and utility agencies, closely paralleling the challenges at Grapefruit Boulevard and Avenue 54. The **Arts and Music Line** demonstrates WEBB's experience designing Class I, Class II, and Class IV facilities while coordinating school access, CV Link connections, drainage, utilities, right-of-way, environmental requirements, and PS&E across multiple jurisdictions. Through the **Avenue 50 and Avenue 52 Widening Improvements**, WEBB prepared engineered plans that integrated roadway widening, multimodal facilities, drainage, driveways, striping, and extensive utility coordination within active Coachella Valley corridors. The **Madison Street Improvements** provide applicable experience with alignment alternatives, roundabout feasibility, right-of-way coordination, and early investigation of utility rights that helped avoid costly relocations. The **Civic Center Storm Drain and Oasis Street Beautification** demonstrate WEBB's ability to coordinate transportation, drainage, landscaping, pedestrian improvements, and streetscape features as one constructable system. WEBB's ongoing work on the **Rancho Las Flores Park Expansion** also provides current familiarity with City Staff, standards, review expectations, and community priorities. Taken together, these experiences enable WEBB to anticipate field conflicts, coordinate effectively with agencies and utility providers, and prepare complete plans that reduce construction uncertainty.

Experience with Government Agencies and Private Entities

WEBB has an established working relationship with the full range of public agencies and private entities that typically hold jurisdiction over projects of this type in the Coachella Valley, and we routinely navigate their approval, permitting, and funding requirements.

Local and regional agency experience includes:

- City of Coachella — currently delivering the Rancho Las Flores Park Expansion and Urban Greening projects
- Coachella Valley Association of Governments (CVAG) — the Arts and Music Line and La Quinta Evacuation Channel
- Coachella Valley Water District (CVWD) — an extensive portfolio of water, sewer, stormwater, and drainage projects (e.g., the Eastern Coachella Valley Stormwater Master Plan and EIR and North Indio Channel)
- Neighboring Cities — Indio, Palm Springs, Rancho Mirage, Cathedral City, and others, on street, drainage, traffic-signal, and pedestrian/bicycle safety improvements

This work has required close coordination with Caltrans (state highway and encroachment approvals), state and regional transportation and funding bodies such as Riverside County Transportation Commission (RCTC) and CVAG, and utility purveyors, including CVWD and dry utilities, for utility coordination and relocation. Our environmental team regularly leads projects through the CEQA process, preparing EIRs, Mitigated Negative Declarations, and supporting documentation, and coordinating with resource and regulatory agencies as needed.

Our specialized competence spans the disciplines directly relevant to this RFP: civil and roadway design engineering, active transportation and complete-streets design, traffic engineering and traffic studies, drainage and storm drain design, water quality management planning, land survey and mapping, landscape architecture, and construction management. We also have specific experience preparing and delivering grant-funded improvements (e.g., Highway Safety Improvement Program and Measure J projects), positioning us to help the City meet the documentation and compliance requirements associated with external funding.

Past Joint Work

SUBCONSULTANT	PROJECTS	SUBCONSULTANT'S RESPONSIBILITY	WEBB'S RESPONSIBILITY
Geocon West, Inc.	Avenue 50 Widening Street Improvements, City of Indio HSIP Cycle 12 Improvements, City of Lake Elsinore CVWD Parking Lot Rehab, City of Palm Desert Walnut Street Rehab, City of Carson	Soil boring and pavement coring Soil and pavement analysis Pavement recommendations Soil strength and slope recommendations Inspection during construction	Civil design Traffic signing and striping design Traffic signal design
STC Traffic, Inc.	PLC North Offsite Improvements, City of Perris Speedway Commerce Center, San Bernardino County Palm Canyon/Indian Canyon Improvements, City of Palm Springs	Railroad crossing interconnect design Railroad crossing preemption design Coordination with SCRRA and CPUC Traffic signal turn-on support Fiber optic interconnect design Traffic signal coordination design and implementation	Civil design Traffic signing and striping design Traffic signal design
Visual Concepts Lighting, Inc.	Avenue 50 Widening Street Improvements, City of Indio Washington Street Connector, City of La Quinta East Palm Canyon Safety Improvements, City of Palm Springs	Lighting analysis Street light design Electrical design Sidewalk-level lighting design	Civil design Traffic signing and striping design Traffic signal design Landscape design
Underground Solutions, Inc.	Palm Canyon/Indian Canyon Improvements, City of Palm Springs Landau/McCallum Signal Improvements, City of Cathedral City	Utility potholing Potholing report	Civil design Traffic signing and striping design Traffic signal design

References



ARTS AND MUSIC LINE

Coachella Valley Association of Governments

WEBB is currently collaborating with CVAG on the Arts and Music Line Project, a project aimed at delivering approximately 15 miles of enhanced bikeways across La Quinta, Indio, Coachella, a portion of unincorporated Riverside County, and tribal lands. This endeavor encompasses creating nine miles of protected Class I and Class IV bicycle facilities, effectively separating bicycles and golf carts from motor vehicle traffic. It incorporates over six miles of traditional Class II bike lanes and Class III shared bikeways. A key aspect of the project is establishing bikeway connections to 11 disadvantaged schools, along with connecting to CV Link via the La Quinta Evacuation Channel from Avenue 48 to the Whitewater Channel, located north of Highway 111 and east of Jefferson Street. WEBB played a crucial role in securing $36 million in ATP Grant funds for CVAG. Our team was responsible for preparing preliminary designs, environmental documentation for CEQA, and the development of the PS&E package at 65% and 90–100% plan stages on schedule. WEBB worked on NEPA compliance, and has been doing utility coordination, drainage studies, right-of-way management, and final design. WEBB's innovative proposal introduces cutting-edge elements, such as bicycle signals with comprehensive protection for bicycle movements, raised or recessed bike/pedestrian crossings, bicycle signal indicators to notify cyclists of traffic signal status, as well as artistic lighting and colored concrete. It also features bridge undercrossing bike paths and connections to CV Link and the Coachella Festival grounds. This project is set to be a remarkable effort, not only within the local community, but also on a state and national scale. CVAG challenged our design team to make the project appealing, creative, and innovative to attract riders. Our response to this challenge involved incorporating visually pleasing elements like patterned pavement coatings, programmable lighting, and sound features throughout the project corridor. Throughout the process, WEBB remains committed to the project schedule and accommodates any additional project requirements and needs. Furthermore, WEBB has developed the Active Transportation Design Guidelines for the Coachella Valley Cities, ensuring a consistent approach to design and facility standards across various jurisdictions.

Project Highlights

Reference:

Randy Bowman
Assistant Director of Transportation
73710 Fred Waring Drive, Suite 200, Palm Desert, CA 92260
rbowman@cvag.org
760.346.1127 Ext. 125

Duration:

2020 - 2025

Project Team:

Dilesh Sheth, PE, TE
Nicholas Lowe, PE, TE
Myung Choo, PE, TE
Joy Schwiebert, EIT
Jessie Corea, PLA
Eric Lewis, PE, TE
Stephanie Standerfer
Eliza Laws
Sara Sadeghi, PTP, MSCRP
Joseph Caldwell, PE, QSD, QSP, CFM
Allison Edgerley, EIT
Jason Ardery, PE, TE, LLS, CPESC, QSD, QSP
Michael Johnson, LLS
Jon Ros, LLS
Carlos Silva, LLS
Jordan Moretti
Andres Lopez
Riley Skvarca



CIVIC CENTER STORM DRAIN PROJECT AND OASIS STREET BEAUTIFICATION PROJECT

City of Indio

WEBB supported the City of Indio with the Civic Center Storm Drain and Oasis Street Beautification Project, a downtown infrastructure improvement that combined drainage, complete streets, bicycle and pedestrian mobility, ADA accessibility, and streetscape beautification into one coordinated public works investment. The project addressed long-standing flooding issues in the Civic Center/Downtown area while improving the safety, function, and appearance of key corridors serving residents, businesses, civic facilities, and visitors.The project began as a storm drain solution for a flood-prone area with flat grades, limited conveyance, and recurring ponding during storm events. WEBB prepared storm drain and street improvement plans that incorporated new storm drain pipes, catch basins, laterals, pretreatment systems, underground retention, rain gardens, and drainage swales. These improvements were designed to capture, treat, store, and infiltrate stormwater within a constrained urban setting, improving drainage performance, supporting groundwater recharge, enhancing water quality, and reducing nuisance flooding. As the project advanced, the City used the underground drainage work as the foundation for a broader complete street improvement. Rather than restoring the roadway surface to its previous condition, the project expanded to include improvements along Oasis Street and nearby downtown corridors, including curb extensions, curb ramps, enhanced pedestrian crossings, signing and striping, bicycle improvements, traffic calming features, street lighting, landscape and irrigation, rain gardens, and urban greening. These complete street elements improved multimodal access and created a safer, more comfortable corridor for pedestrians, bicyclists, motorists, transit users, and people accessing downtown businesses and civic destinations. Curb extensions and pedestrian enhancements shortened crossing distances and helped calm traffic, while bicycle improvements and updated striping supported safer circulation through the downtown area. ADA upgrades improved accessibility at intersections and along pedestrian routes, and lighting, trees, landscaping, and hardscape enhancements strengthened visibility, comfort, and corridor identity. The Civic Center Storm Drain and Oasis Street Beautification Project demonstrates how drainage and complete street improvements can be delivered together to create lasting public benefit. By pairing stormwater infrastructure with bicycle, pedestrian, accessibility, and beautification improvements, the project transformed a recurring flooding and maintenance challenge into a safer, more functional, and more attractive downtown corridor.

Project Highlights

Reference:

Donn Uyeno, PE
Principal Civil Engineer
100 Civic Center Mall, Indio,
California 92201
duyeno@indio.org
760.391.4028

Duration:

2022 - 2025

Project Team:

Dilesh, Sheth, PE, TE
Nicholas Lowe, PE, TE
Son Le
Nicole Volpe, PLA, ASLA
Daniel Gonzalez, PLA
Joe Axtell
Jessie Corea, PLA
Guillermo Gonzalez, PLA, ASIC



PLC NORTH – OFFSITE INFRASTRUCTURE IMPROVEMENTS

IDI Logistics

Coordinating complex infrastructure improvements along one of Perris's most active industrial corridors required extensive planning, permitting, and agency collaboration. The PLC North project transformed approximately four miles of roadway and drainage facilities, including a new bridge, three railroad crossings, interchange upgrades, six traffic signals, and multimodal enhancements that support growing logistics activity in the region.

WEBB led the planning, design, environmental documentation, and construction management efforts to help the client meet a critical occupancy deadline. By anticipating challenges related to right-of-way acquisition, environmental clearances, and coordination with Caltrans, Metrolink, and the California Public Utilities Commission, WEBB successfully delivered the required improvements ahead of schedule. The team addressed evolving design constraints stemming from concurrent rail projects, bridge constructability issues, and funding adjustments while maintaining compliance with federal and state requirements. The final project items are expected to complete construction by the end of 2026.

The resulting infrastructure provides safer and more efficient travel for trucks, commuters, and pedestrians, improves drainage performance, and enhances connectivity to regional transportation networks. Through close coordination with the City of Perris and multiple reviewing agencies, WEBB helped advance a transformative project that supports both economic development and long-term mobility within the community.



Project Highlights

Reference:

John Pourkazemi
City Engineer
1015 S G. St, Perris, CA 92570
jpourkazemi@cityofperris.org
951.943.6100 Ext. 116

Duration:

2019 - 2025

Project Team:

Dilesh Sheth, PE, TE
Nicholas Lowe, PE, TE
Son Le
Eliza Laws
Andrew Vollrath, EIT
Ryan Daniel, PE
STC Traffic



CITY OF INDIO

AVENUE 50 WIDENING AND AVENUE 52 STREET IMPROVEMENTS

DURATION

2019 - Ongoing

Avenue 50 is a vital east–west corridor in the Coachella Valley, and increasing traffic demands created an urgent need for safer access, added capacity, and reliable multimodal connections within the City of Indio and its neighboring communities. WEBB delivered roadway and active transportation improvements that widened approximately 2 miles of Avenue 50 from two to four lanes while adding multi-use paths, sidewalks, decomposed granite trails, underground drainage basins, driveway adjustments, and updated striping. These enhancements support long-term mobility in Indio and improve everyday travel for residents and visitors.

The project required extensive coordination with the City of Indio, adjacent agencies, and multiple utility providers to relocate and underground existing overhead infrastructure, including more than 40 wood power poles. This effort reduced future utility conflicts and improved corridor reliability. With the project located next to the Coachella Festival fairgrounds, the upgraded roadway will ease congestion during major events and strengthen regional access year-round. The resulting design enhances safety, expands multimodal options, and supports the City of Indio's vision for a modern and resilient transportation network.

CLIENT CONTACT

Tim Wassil, PE, PMP, CCM
Public Works Director
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CITY OF PERRIS

PERRIS VALLEY STORM DRAIN TRAIL, PHASE 2

DURATION

2021 - 2023

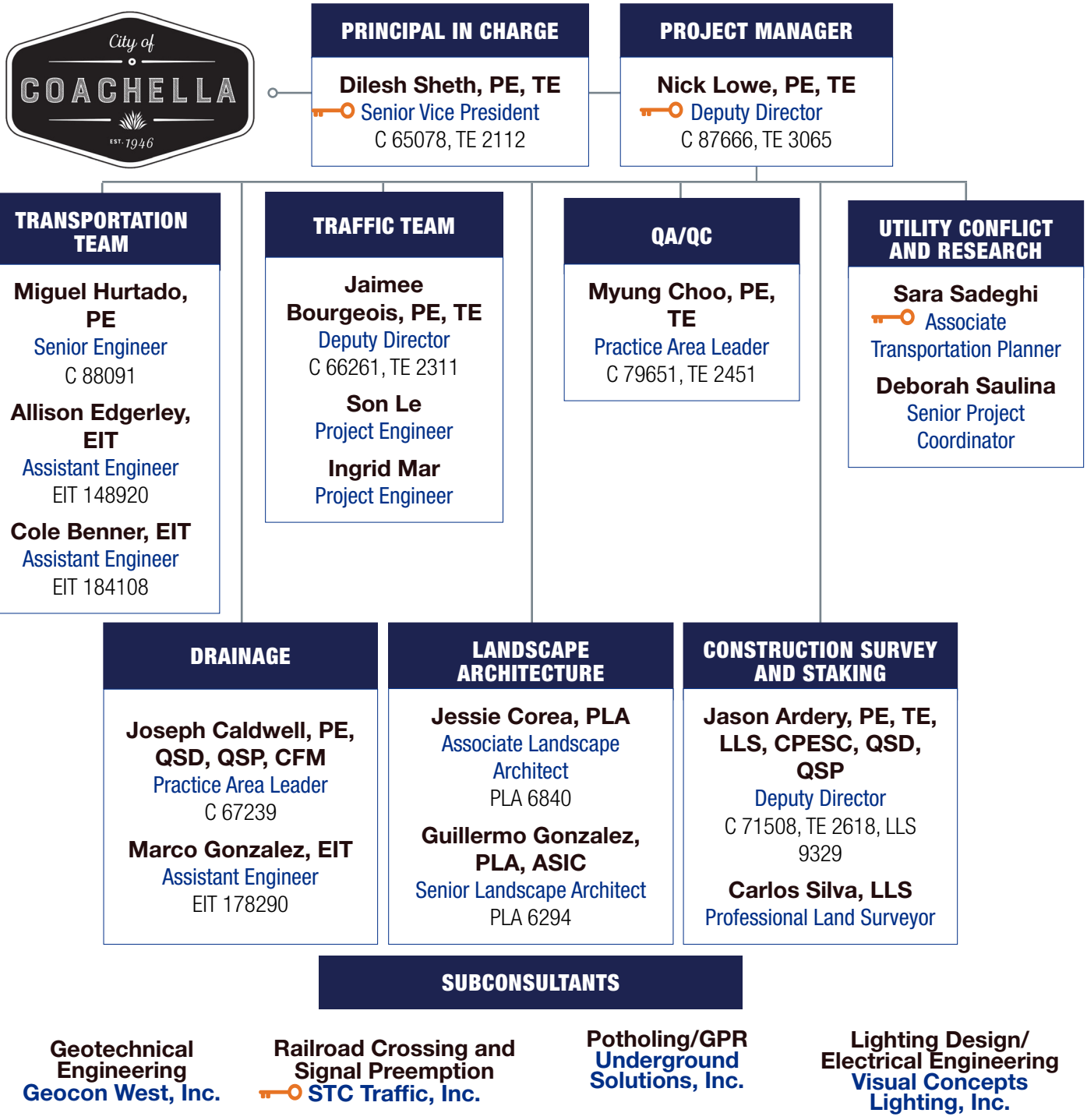
The Perris Valley Storm Drain Channel Trail, Phase 2, advances regional connectivity while addressing complex engineering and environmental challenges. The project, divided into two segments, extends from Nuevo Road to the Caltrans I-215 property line and continues across the San Jacinto River to the Metrolink station. In 2023, WEBB prepared final plans, specifications, and estimates for Segment 2, providing solutions that balanced functional trail design with ecological protection. A key challenge involved addressing concerns from the Regional Conservation Authority and wildlife agencies regarding a proposed truss bridge's impact on wildlife movement. WEBB evaluated three alternative designs and selected the Arizona Crossing as the preferred solution, integrating engineering functionality with environmental sensitivity. WEBB revised the trail alignment to accommodate the Arizona Crossing, conducted detailed field surveys along critical sections, and completed a hydrology study to assess pre- and post-project conditions. The team facilitated inter-agency coordination, securing preliminary approvals from Flood Control, Caltrans, RCA, and wildlife agencies, and obtained a new Caltrans Encroachment Permit. Through innovative design strategies and careful project management, WEBB successfully advanced the PVSD Channel Trail, creating a safe, multi-modal route that strengthens regional connectivity while respecting environmental constraints.

CLIENT CONTACT

Jessica Galloway
Project Manager
jgalloway@cityofperris.org
951.956.2120 Ext 241

B. PROPOSED STAFFING AND PROJECT ORGANIZATION

We have assembled a project team of highly experienced engineering and technical personnel with extensive experience with active transportation and bikeway infrastructure projects. Our Principal in Charge, Dilesh Sheth, PE, TE, and Project Manager, Nick Lowe, PE, TE, have worked on multiple Class I bike path and Class II bike lane PS&E projects together and are committed to providing the hands-on leadership the City needs for this project. We assure you that our key personnel will be available as proposed throughout the project's duration. We understand and acknowledge the importance of continuity and commit to not removing or replacing any designated 'key' personnel without prior written approval from the City.



Key Personnel Availability and Commitment

KEY PERSONNEL	CURRENT ASSIGNMENTS	AVAILABILITY
Dilesh Sheth, PE, TE	Arts and Music Line, Coachella Valley Association of Governments - 20% CV Link Community Connectors, Coachella Valley Association of Governments - 10% Avenue 50 Between Jefferson and Madison, City of Indio - 5% Prologis Moorpark Battery Storage Site Planning, City of Moorpark - 5% PLC North Offsite Infrastructure Improvements, IDI Logistics - 5% Perris Valley Storm Drain Trail, Phase 2, City of Perris - 5% Jackson Avenue 50, City of Indio - 10% Coachella Avenue 50 Improvements, City of Coachella - 10% Traffic and Transportation Department - 15%	15%
Nick Lowe, PE, TE	Coachella Active Transportation and Urban Greening, City of Coachella - 15% Avenue 50 and 52 Widening, City of Indio - 20% Indio Boulevard Pedestrian and Bicycle Improvements, City of Indio - 10% HSIP Cycle 12 Railroad Canyon Road Safety Improvements, City of Lake Elsinore - 10% Cactus/San Bernardino Improvements, City of Rialto - 10%	35%
Sara Sadeghi	Arts and Music Line, Coachella Valley Association of Governments - 40% Indio Boulevard Pedestrian and Bicycle Improvements, City of Indio - 10% Washington Street Connector to Arts and Music Line Project, City of La Quinta - 10% HSIP Cycle 12 Railroad Canyon Road Safety Improvements, City of Lake Elsinore - 10%	30%
Jason Stack, TE, PTOE (STC Traffic)	8th Street Bike and Pedestrian Rail Crossing Improvements, National City - 20% Southeast Gateway Line, Metro - 10%	70%
Christian Lambarth, PE, TE, PTOE (STC Traffic)	Southeast Gateway Line, Metro - 15% North Hollywood to Pasadena BRT Project, Metro - 20%	65%
Adam Lemberg, IMSA III (STC Traffic)	Case Road Improvements Project, City of Perris - 10% America Plaza Pedestrian Enhancements, MTS - 10%	80%

Subconsultants

Geocon West, Inc.
Geotechnical Engineering

24711 Redlands Blvd Unit A, Loma Linda, CA 92354

Geocon has provided geologic services in California for over 48 years, including seismic hazard analyses, subsurface fault, landslide, liquefaction, geotechnical investigations and assessments, geologic mapping, and geotechnical evaluation of levee stability. Geocon has determined methods and designs necessary for slope stabilization, seepage, mitigation of collapsible soils, induced soil settlement, expansive soils, subsurface dewatering, and drainage. WEBB has worked with Geocon for over 30 years.

STC Traffic, Inc.
Railroad Crossing, SIgnal Preemption, and CPUC Coordination

5973 Avenida Encinas, Suite 218, Carlsbad, CA 92008

STC Traffic was founded in 2007 to provide specialized traffic engineering and Intelligent Transportation Systems expertise throughout Southern California. Since then, the firm has become a trusted municipal partner, delivering practical solutions to complex transportation challenges. STC operates as an extension of City staff, providing traffic engineering, transportation planning, and ITS expertise. STC's multidisciplinary team includes licensed traffic and civil engineers, certified planners, IMSA-certified signal technicians, ITS and network engineers, and former public works inspectors, supporting a full-service approach from design through implementation. STC remains focused on emerging technology and data-driven solutions that improve mobility, enhance safety, and strengthen communities.

Underground Solutions, Inc.
Potholing/GPR

120 N Andreasen Dr., Escondido, CA 92029

USI is a Southern California underground utility locating company established by experienced utility contracting professionals. Its operators provide safe, accurate utility locating using high-velocity air-driven excavation technology that creates precise access holes without damaging existing utilities.

Visual Concepts Lighting, Inc.
Lighting Design and Electrical Engineering

4858 Mercury Street #210, San Diego, CA 92111

Visual Concepts Lighting, Inc. is a full-service electrical engineering firm specializing in sustainable outdoor lighting design. Its experience spans streetscapes, residential landscapes, and municipal facilities. The firm guides clients from lighting concepts through construction-ready plans. With more than 30 years of electrical field experience and 45 years of design experience, Visual Concepts Lighting develops practical electrical and lighting systems that reflect client goals while helping reduce costly change orders during construction.

C. WORK PLAN

Project Understanding

Connect Coachella is the City's priority investment for transforming a high-speed, incomplete corridor into a safe and recognizable active-transportation spine. The project will extend the existing downtown multimodal path along Grapefruit Boulevard, connect to CV Link at Avenues 48 and 54 and the Arts and Music Line, and improve access to schools, transit, employment, parks, public services, Tribal communities, and surrounding neighborhoods.

The ATP application establishes significant commitments, including approximately 3.6 miles of Class I multimodal path, 5.2 lane miles of Class II bicycle lanes, 1.4 miles of sidewalk, 14 enhanced crosswalks, 30 curb ramps, and approximately 64,000 square feet of landscaping. Lighting, shade, trailheads, seating, drinking fountains, wayfinding, bicycle amenities, public art, and other placemaking features are also expected to function as part of one connected and accessible system.

The project must address challenging existing conditions. Grapefruit Boulevard and Avenue 54 are posted at 50 mph and currently lack continuous, comfortable facilities for walking and bicycling. The corridor also includes drainage constraints, railroad interfaces, major utilities, limited right-of-way, high-voltage IID facilities, traffic signals, and active roadway operations. These conditions affect the trail alignment, Avenue 54 cross sections, the Grapefruit Boulevard/Avenue 54 signal and railroad crossing, the Tyler Street roundabout, the Park Lane reconfiguration, and connections to other regional facilities.

Although the project has advanced to approximately 50 percent design, completing it will require more than continuing the existing plans. The inherited design must be verified against the latest field conditions, survey and right-of-way information, ATP commitments, utility records, agency requirements, and the City's operational and maintenance needs. Decisions affecting utilities, property rights, drainage, roadway geometry, railroad facilities, and constructability must be resolved early so they do not become costly changes during final design or construction.

WEBB will establish a single, City-confirmed basis of design by reconciling the latest CAD files, RFP, and addenda, ATP application, current survey, right-of-way information, utility records, agency correspondence, and documented field observations. This process will identify missing improvements, utility conflicts, property impacts, infeasible cross sections, and unresolved design decisions before they affect the 60 percent plans, quantities, cost estimate, or schedule.

Project Approach

WEBB's approach is based on a straightforward principle: the best way to minimize construction problems is to identify and resolve them while the project is still being designed. Our engineered plans will be developed from verified field conditions, not solely from record drawings, utility maps, or inherited design files. The work will begin with a disciplined validation of the existing design, followed by early resolution of utility, right-of-way, drainage, railroad, accessibility, and constructability issues.

Field-verified design: WEBB's discipline leads will review the corridor in the field with the current plans, survey, utility information, and known project constraints. We will compare what is shown in the design files with observable conditions such as pavement edges, drainage paths, driveways, structures, utility poles, cabinets, valves, railroad equipment, landscaping, guardrail, access points, and adjacent development. Field findings will be documented through photographs and an issue log and incorporated into the project base files. This designer-led review allows potential conflicts to be addressed before plan details, quantities, and construction costs are finalized.



Field verification is essential

Early utility investigation and conflict resolution: WEBB will request updated utility information, prepare a composite utility base map, and maintain

a utility conflict matrix identifying the owner, facility, potential conflict, verification needed, responsible party, and required resolution date. High-risk conflicts, particularly near signal foundations, railroad equipment, drainage improvements, IID poles, and constrained cross sections, will be verified through targeted potholing before the affected design is finalized. Our established working relationships with local utility providers help us identify the appropriate contacts, prepare complete requests, clarify requirements, and reduce avoidable processing delays. Utility coordination will begin early enough to incorporate relocations, protection measures, service requirements, and owner comments into the PS&E rather than leaving them for the contractor to resolve.



Kinder Morgan Petroleum Pipeline

Early railroad coordination: Coordination with CPUC, Union Pacific Railroad, Amtrak, and other affected agencies will be treated as a critical-path activity. WEBB will initiate coordination at the beginning of design, establish agency contacts and review procedures, and request an early diagnostic meeting to confirm requirements for the crossing improvements. The roadway signal, railroad warning system, signal interconnection and preemption, pedestrian and bicycle gates, utilities, drainage, right-of-way, and construction sequencing will be developed concurrently. WEBB will prepare progressive design submittals and maintain a railroad coordination log documenting comments, responsibilities, decisions, and outstanding actions. Our approach is informed by the Arts and Music Line, where WEBB successfully coordinated with UPRR regarding improvements along the railroad corridor, and the Case Road and Ellis Road Railroad Crossing, where WEBB coordinated with CPUC and the railroad owner/operator on crossing upgrades, signal preemption, pedestrian and bicycle accommodations, and utility conflicts. This experience helps WEBB anticipate railroad requirements, prepare complete sub and reduce avoidable review cycles and schedule delays.



UPRR Railroad Crossing

Right-of-way and easement verification: WEBB will compare the proposed improvements with current survey, parcel, right-of-way, and easement information at the beginning of design. Potential needs for permanent right-of-way, utility easements, temporary construction easements, maintenance access, or railroad permissions will be identified and mapped before the 60 percent design is completed. Where feasible, the design will be refined to reduce property impacts. When additional rights are unavoidable, the City will receive early exhibits and supporting information so acquisition and coordination can proceed without delaying final design or construction.

Integrated constructability reviews: Civil, traffic, signal, railroad, drainage, utility, landscape, electrical, accessibility, and right-of-way elements will be reviewed together. WEBB will check whether the improvements can be built in the sequence shown, whether access can be maintained, whether utility relocations precede construction, and whether proposed grading and drainage work with actual site conditions. Particular attention will be given to signal-foundation conflicts, railroad interfaces, trail drainage, fixed-object clearances, guardrail, driveway transitions, irrigation, lighting, ADA improvements, traffic control, and contractor access.

Coordinated, construction-ready PS&E: At each milestone, WEBB will reconcile the plans, specifications, quantities, bid items, measurement and payment provisions, and the engineer's estimate. Formal interdisciplinary and constructability reviews will be conducted before the 60 percent, 100 percent, and final submittals, with comments documented through closure. This process is intended to reduce bid ambiguity, field redesign, utility conflicts, requests for information, change orders, and schedule disruptions during construction.

Key Issues

1. Trail Alignment and Design

There are minimal to no existing pedestrian or bicycle facilities in the Project area, and the Project's foremost goal is to provide a safe and functional facility for those vulnerable users. Proper placement and design of the proposed Class I trail is imperative to the long-term success of the Project. Grapefruit Boulevard is classified as a Major Arterial with Bike Facilities in the City's 2035 General Plan. While the proposed Class I trail is not incorporated into that roadway classification, adequate cross-sectional width should be provided to ensure Grapefruit Boulevard can be eventually widened to its ultimate 6-lane configuration. The Class I trail should also be designed to seamlessly integrate with future widening plans, including trail elevation and slope. However, there are challenges with simply placing the Class I trail at the proposed ultimate location. Existing topography and drainage patterns may have the trail placed in a low-lying area where it could be difficult to maintain due to erosion and soil transport. Proposed ultimate trail elevations may require steepened slopes and a potential need for erosion control measures. Sheet flows may also gradually erode the soil adjacent to the Class I trail and cause undermining and damage to the trail. For this Project, the Class I trail should be placed at the ultimate location only if there are no significant issues with low-lying areas or grading. Where necessary, the trail should be designed with erosion control measures in mind to prevent undermining and reduce maintenance. WEBB has the in-house expertise to collect field topography, analyze drainage patterns, identify ultimate alignments, and design a safe and sustainable trail.



Existing swale and utilities in trail alignment

2. Grapefruit Boulevard/Avenue 54 Traffic and Railroad Crossing

The intersection of Grapefruit Boulevard and Avenue 54 will be the most complex design task of this Project. The intersection is to be outfitted with a new six- or eight-phase traffic signal that includes channelized right-turn lanes for the Grapefruit Boulevard approaches. The existing Union Pacific railroad tracks lie approximately 190' to the east of the intersection and have frequent freight and passenger rail traffic. This close proximity requires close coordination with the California Public Utilities Commission (CPUC), Union Pacific, and Amtrak. CPUC handles railroad crossing construction and maintenance throughout the state, while Union Pacific is the track and right-of-way owner. Amtrak's Sunset Limited rail service line also operates on the tracks. Coordination with these stakeholders will need to occur early and often to keep all parties notified of Project status, plan submittals, and design conflicts.

The traffic signal will need to be designed concurrently with railroad crossing improvements. It is expected that the CPUC will require the existing railroad crossing equipment to be upgraded to the latest standards with the Project. The traffic signal will need to be interconnected with the railroad crossing cabinet and be programmed to meet the latest Federal Railroad Administration (FRA) and CPUC requirements for crossing safety and operations.

A field review conducted in July 2026 identified several existing overhead and underground utilities in the vicinity of the proposed traffic signal and existing railroad crossing. These utilities include overhead 92kV Imperial Irrigation District (IID) transmission lines, IID distribution lines, 24-inch culverts, an active Kinder Morgan oil line, a Williams Communications fiber-optic line, a high pressure gas line, sewer, water, and telecom. The significant number of traffic signal poles and railroad crossing appurtenances required for the Project improvements will require thorough utility research and utility potholing during design. While some utilities may be relocated, it is preferable to identify clear, acceptable locations for pole foundations.



Utilities near UPRR crossing

Fortunately, WEBB has completed the design of a nearly identical intersection at the intersection of Case Road and Ellis Road in the City of Perris. The intersection work included a new traffic signal, an upgraded railroad crossing, roadway widening improvements, pedestrian and bicycle railroad crossings, and utility relocations. The intersection has a similar skew and geometry, including a nearby railroad crossing. Work on this intersection included coordination with CPUC, Southern California Regional Rail Authority (SCRRA), the City of Perris, nearby property owners, and utility agencies. The signal also includes direct coordination with the adjacent railroad crossing controller and the preparation of railroad preemption timing calculations. The improvements in Perris are under construction and are expected to be completed by the end of 2026. WEBB's direct experience with this type of intersection improvement will greatly benefit the Project's timeline, budget, and impact. Please see Appendix D for a comparison between the two projects.

3. Utility Conflicts along Avenue 54

Avenue 54 between Frederick Street and Harrison Street is proposed to be widened to accommodate new Class II buffered bike lanes. However, the nearby wood power poles and accompanying guardrail installations may conflict with the proposed improvements. The Caltrans Highway Design Manual (HDM) specifies a minimum of 20' of clear recovery zone for conventional highways with posted speeds greater than 35 mph. This means that there should be at least a 20' distance between the edge of the traveled way and the face of a fixed object for safety purposes. Measurements during a recent field review determined that the existing poles are approximately 13' from the edge of the pavement on Avenue 54. The poles are within the clear recovery zone, but are currently shielded by small sections of diagonally-aligned guardrail. The Project's proposed roadway width is 40,' which brings the edge of pavement nearly adjacent to the power poles and provides only 8' of clear distance between the edge of vehicular travel way and the poles. This leaves no room for any type of guardrail installation, as guardrail generally requires at least 18" from the back of the guardrail post to the face of the fixed object.



Existing power pole and guardrail

WEBB's solution for these utility pole conflicts is to reduce the width of the proposed roadway to make room for a safety-enhancing guardrail at each affected power pole location. It appears that only a few feet of space will be needed. Reducing the travel lanes to 11' instead of 12' and reducing one or both of the bike lane buffers should be adequate. This revision would allow the power poles to be property shielded with guardrail while maintaining buffered bicycle lanes. Other alternatives such as relocating the power poles or widening the south side of Avenue 54 would add significant cost and right-of-way impacts to the Project and are not currently recommended.

The proposed 12' Class I trail on Avenue 54 from Grapefruit Boulevard to Polk Street also appears to have conflicts with the existing wood power poles. In addition, these poles support 92kV transmission lines which can be prohibitively expensive to relocate. A recent field measurement revealed that the existing poles are approximately 9' to 10' from the existing back of curb. The proposed Class I trail is shown to be curb adjacent which brings the trail in direct conflict with the power poles. The HDM has a minimum width of 8' for Class I trails with 10' of width being preferred. The HDM also requires a 2' shoulder and a 2' minimum clearance to obstructions. Furthermore, the minimum separation between the Class I trail and the edge of vehicular travel way is 5'. As currently shown in the RFP, the 12' Class I trail between Grapefruit Boulevard and Polk Street is not feasible.



10' measurement from pole to curb

Potential solutions that do not involve the relocation of the existing power poles would significantly change the proposed cross section of the street. One alternative is to replace the Class I trail in this area with a sidewalk and install Class II bike lanes in the street. This would require the removal of a westbound travel lane. Bicycles traveling westbound could utilize a ramp located near the railroad crossing to access the proposed pedestrian and bicycle railroad crossing gates. This solution would preserve the existing curb and median locations while providing both pedestrian and bicycle facilities. However, vehicular capacity would be reduced.

A second alternative requires the removal and reconstruction of existing curb improvements. Reconstructing the curb approximately 10' to the south would provide enough clearance for the 12' Class I trail and its required shoulders and roadway spacing. Landscaping can be installed between the road and the trail to provide physical separation. Similar to the previously discussed alternative, a westbound vehicle lane would be removed and roadway capacity will be reduced.

Finally, the eastern-most segment of the Avenue 54 improvements proposes a 12' Class I trail adjacent to the westbound travel lane. Fortunately, there is a substantial amount of landscaped area in this segment that can be relocated between the street and the Class I trail. This reconfiguration may also provide improved Class I trail alignment with the ramp from the CV Link mainline. Please see **Appendix E** for potential project layout revisions.

Scope of Work

WEBB provides this scope of work for the City of Coachella in support of the Connect Coachella City Project No. ST-138. Our team brings a depth of experience in civil engineering, active transportation design, and bikeway infrastructure planning PS&E development, ensuring a comprehensive and efficient approach tailored to the project's unique requirements.

TASK 1. PROJECT MANAGEMENT

▸ 1.1 Kickoff and PDT Meetings

We will schedule and attend meetings in the planning phase as follows:

a. Kick-off Meeting including Subconsultants and Agencies
b. Monthly Project Development Team (PDT) Meetings

We will schedule, chair, and prepare meeting agendas and minutes for all meetings. The agendas will be submitted to the City for review at least one working day before the meeting. The minutes will be distributed within five working days after the meeting to all attendees, all invited individuals, and the City's Project Manager. The minutes shall include, but not be limited to, a list of attendees, a summary of discussion items, a decision log, any pertinent information, action items, and follow-up to action items.

We will prepare project schedules for the major phases (PS&E, Utility Coordination, and Right-of-Way/Construction Support) utilizing Microsoft Project. The project schedules will be divided into tasks and subtasks in full detail, including, but not limited to, City review timelines, critical path activities, and outside dependencies such as permits, utilities, and third-party agencies.

▸ 1.2 Project Management and Coordination

We will plan, organize, direct, and monitor project work activities and resources in accordance with the contract scope, schedule, and budget for the Connect Coachella project. This task involves ongoing general project management with the City, subconsultants, and stakeholders, including preparing contract documents, memos, letters, emails, and making phone calls, as well as maintaining project files. This activity commences after receipt of the Notice-to-Proceed, continues through the submittal of key final project deliverables, and concludes upon completion of construction and closeout. For this scope of work, we assume a project duration of 18 months.

❒ Task 1 Deliverables

- ☑ Project Management
- ☑ PDT Meetings (assumption of 18 meetings)
- ☑ Meeting Agendas and Minutes (electronic)
- ☑ Monthly Status Reports (electronic)
- ☑ Project Schedules (three)
- ☑ Monthly Invoices
- ☑ Quality Control Documentation

TASK 2. FIELD TOPOGRAPHIC SURVEY AND BASEMAP

▸ 2.1 Field Topographic Survey

WEBB's in-house field survey and base mapping team will conduct a thorough survey of the project extents to aid the City in meeting the project's goals.

- Field locate and recover an existing benchmark and establish a survey datum for the project. Vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD88), and Horizontal control will be North American Datum of 1983 (NAD83) State Plane Coordinates, Zone VI, unless otherwise requested.
- Conduct a field topographic survey of project limits to obtain existing ground surface elevations along Grapefruit Boulevard, extending approximately 40 feet beyond the edge of pavement on the east side of the street. In addition, the survey will include Avenue 54, where roadway widening and curb return improvements are proposed, extending approximately 20 feet beyond the edge of pavement on the north side of the street. Survey to include existing curb, gutter flowline, crown line, edge of pavement, ADA ramps, driveways, median, meters, catch basins, utilities boxes/ vaults, overhead utility lines (near potential conflicting improvements), walls, fence, landscaped areas, streetlights, and utility poles. Intersections that require curb ramp improvements, roundabout improvements, lane reconfigurations, trail amenities, and median construction will undergo a thorough topographic survey to obtain all features and elevations needed for design.
- Provide a minimum 1" = 40' scale digital topographic survey of the project areas with one-foot contours.
- Process and draft field survey data and prepare electronic CAD files for the existing ground features (FT) file, Civil 3D existing ground surface (TO) file, and existing (XP) file for design teams' use.

In areas where only signing and striping improvements are proposed, field topography is not needed. These areas will be added to the CAD existing plan (XP) file using the latest scaled and geolocated Nearmap aerial images.

▸ 2.2 R/W Research and Basemap

- Utilizing available public records research tools, research and compile reference materials pertaining to the alignment, including reference Record Maps, Corner Records, Tie Sheets, Right-of-Way, and Easement Documents.
- Perform a field survey to locate and recover existing survey monuments and establish survey control for the project. Horizontal control and basis of bearings shall be based on the California State Plane Coordinate System, North American Datum of 1983 (NAD83), Zone VI.
- Utilizing available record data obtained from public records research, together with copies of deeds/right-of-way dedications provided by the City of Coachella and County of Riverside, analyze and map the right-of-way lines for the project alignment and compare the measured right-of-way distances to record distances to ensure reasonable horizontal control (if record distances are not available, measured distances to the adjacent record monuments will be shown).
- Prepare a base map delineating existing right-of-way lines obtained from our records research, field survey data, and documents provided. Documents used to establish property/right-of-way lines will be noted.

Right-of-Way will be mapped based on available record data. Existing right-of-way dedicated by separate document(s) shall be provided by the City of Coachella. Cost to obtain and provide Title Reports to identify and obtain right-of-way documents is not included in this scope of work.

This scope of work does not include a record of survey. If it becomes necessary to file a record of survey and/or set survey monuments, separate authorization will be needed.

▸ 2.3 Field Review

The WEBB design team will conduct field review(s) as necessary to acquire additional design information regarding the proposed improvement

locations, existing conditions, traffic and user patterns, and unforeseen conditions. The team will take photos, record video, take measurements, and take notes as needed for reference during design. Any obvious maintenance or unsafe conditions identified in the field during the review will be communicated to the City.

TASK 3. GEOTECHNICAL SURVEY

Our geotechnical subconsultant will perform the following tasks as part of their geotechnical analysis for the Connect Coachella Project:

- Prepare and submit a boring location plan for City review and approval.
- Mark the boring locations and notify Underground Surface Alert of Southern California to mark any subsurface utility locations near our proposed excavation locations. Additionally, the civil engineer should provide plans depicting the locations of all utilities in the project area.
- Prepare and submit a no-fee encroachment permit for the work.
- Hire a traffic control subcontractor to provide manned traffic control during drilling.
- Excavate six (6) borings with percolation tests along the Grapefruit Boulevard trail and amenity areas, three (3) borings at the Tyler Street roundabout area, and four (4) borings along Avenue 54 in the street widening areas. In addition, five (5) soil samples will be collected in the proposed landscaped areas to aid in landscape planting determination. Measure the thickness of the asphaltic concrete and aggregate base and photograph pavement conditions. Borings will be logged in accordance with USCS criteria. Excavations will be backfilled with native soil upon completion and capped with asphalt cold patch within the roadway.
- Perform laboratory testing, which is anticipated to simulate conditions encountered during the investigation with respect to the proposed improvements.
- Prepare a geotechnical report for the project, providing the core and boring logs, a plan depicting the geologic conditions encountered and boring locations, laboratory test results, recommendations for pavement sections, subgrade preparation, earthwork and embankment recommendations, settlement and slope stability, and use of onsite soils as fill.

❒ Task 3 Deliverables

- ☑ Geotechnical Report with Test Results
- ☑ Recommendations for Pavement Sections
- ☑ Earthwork Recommendations

TASK 4. UTILITY RESEARCH AND COORDINATION

▸ 4.1 Utility Research and Mapping

Record request forms will be sent to all utility owners requesting as-built facilities and available record drawings. Additional research will be performed with the City, IID, SoCalGas, Kinder Morgan, and telecom providers to identify the locations and potential existence of public and private utility facilities within the project limits. This will include water and sewer facilities, electrical distribution lines and poles, gas lines, and communication infrastructure.

Upon compiling as-built information from utility owners, we will conduct a site visit to identify all existing improvements shown on the as-builts to verify their accuracy and note facilities such as manholes and valves identified in the as-built plans but not visible in the field. These conditions will be flagged and sent to our project survey team.

We will utilize as-built data and maps obtained from the utility companies to prepare existing utility base mapping and identify all utilities on the plans within the project limits. The utility mapping developed for the PS&E will be verified through topographic surveys.

▸ 4.2 Utility Service Coordination

We will coordinate with IID and Coachella Water Authority to provide new electrical service locations for the two new traffic signals and to provide irrigation and water service points for the Project's landscaping and trail amenity improvements. as needed. This includes coordination with these agencies to notify them of improvements, preparation of agency forms and electronic files, and finalizing work orders and service locations.

▸ 4.3 Utility Conflict Coordination

We will perform the typical "ABC" process of utility letters, which includes:

- Utility "A" Letter: Record request forms will be sent to each utility to request as-built mapping of their facilities as discussed in Task 4.1 above.
- Utility "B" Letter: Maps showing the utility mapping and the proposed improvements

will be sent to the utility companies for verification.
- Utility "C" Letter: Final plans, along with a letter, will be sent to the utility companies showing the existing utilities and the final design.

We will call the utility companies as needed until we receive a written response from each potentially conflicting utility. We will identify all known utilities that potentially conflict with the planned project improvements and determine special requirements for facilities, including protection, relocation, right-of-way easements, and construction constraints. We will coordinate with utility companies to schedule utility relocations before the start of construction, where feasible, and to sequence relocations with the City's construction phasing.

▸ 4.4 Utility Potholing

Potholing will be performed to locate utilities that may pose conflicts in high-risk areas, including where traffic signal pole foundations and multi-use paths are proposed. We have retained an underground investigation subconsultant to determine the depths, material types, and sizes of known critical facilities. Upon completion of all pothole services, the project survey team will be notified to field- survey each potholed location. It is assumed that a maximum of approximately 30 potholes, distributed at critical conflict locations along Grapefruit Boulevard and Avenue 54, will be performed for this project and are included in the scope of work; this assumption can be refined in coordination with the City during design.

❒ Task 4 Deliverables

- ☑ Records obtained from the City and outside agencies
- ☑ Utility locations shown on the base mapping
- ☑ IID work orders for new traffic signals
- ☑ CWA points of service for irrigation
- ☑ Certified List of Utilities per Dig-Alert
- ☑ Utility Conflict Mapping Procedure ("ABC" Letters)
- ☑ Utility Pothole Field Surveys and Summary

TASK 5. PRELIMINARY ENGINEERING AND CONCEPTUAL DESIGN

▸ 5.1 Alignment and Feasibility Analysis

WEBB will review the field topo, right-of-way locations, existing utility information, trail and improvement sizing and separation requirements, and City input to determine a preferred alignment for the Class I trail along Grapefruit Boulevard and Avenue 54. WEBB will also use that information to confirm the intersection improvements, incl the Tyler Street roundabout sizing and location.

A conceptual layout will be prepared showing the field topo information, existing right-of-way, existing utilities, and proposed trail lighting and landscaping improvements. Cross sections will be provided for key areas. The layout will include roadway widening areas, intersection improvements, the Class I trail alignment, and railroad crossing geometrics.

▸ 5.2 Architectural Renderings

Renderings of the proposed improvements will be prepared based on the conceptual layout and will be included in the conceptual layout package. Renderings shall be in color and include trail improvements, landscaping, and trail amenities.

▸ 5.3 Stakeholder Coordination

WEBB will present the findings and improvement recommendations to the City. It is expected that the layout will be modified up to two times based on City input.

❒ Task 5 Deliverables

- ☑ Conceptual Layouts and Design
- ☑ Architectural Renderings

TASK 6. FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) (60%, 100%, MYLAR)

▸ 6.1 Roadway Plans

Roadway improvement plans will be prepared at 1"=40' scale with details at 1"=10' or 1"=5' scale as needed. Existing features and utilities will be shown in gray while proposed improvements will be shown in black. Callouts for items to be protected in place, relocated, salvaged, or removed will be provided. Dimensions will be provided throughout the extents of improvements and at key locations. The planset will include a title sheet, general notes, construction notes, cross-section details at key locations, demolition plans, improvement plans, and detail sheets. Trail plans may include a profile along the length of the improvements if deemed necessary. Design details for all ADA curb ramps, driveways, and key locations will be provided and include elevations, grades, and tie-in points. Grading areas will be shown with slope elevations and grades. Roadway centerline and top-of-curb profiles will be provided for all roadway improvement areas.

The roadway improvement plans will include four primary locations. The Grapefruit Boulevard Class I trail will include trail design, grading details, lighting locations, amenity and hardscape locations, ramps,

and other features necessary for a safe, continuous corridor. The Park Lane reconfiguration will include demolition of existing pavement and hardscape along with expansion of hardscape and inclusion of trail improvements.

The Tyler Street roundabout will include careful design of drainage and ADA paths of travel along with considerations for vehicular traffic. It is assumed that the provided geometric layout for the Tyler Street roundabout have been analyzed with a fastest path analysis to determine proper deflection, radii, and other design alignments. If it is determined that the roundabout has not been analyzed appropriately or has geometric errors, a separate scope and budget will be prepared to conduct a full and proper analysis to finalize the geometric layout.

Avenue 54 roadway widening areas will include match pavement designs to extend the edge of pavement to the necessary width. More importantly, design and material recommendations for power pole shielding will be provided using the latest HDM requirements and Caltrans Standard Plans. Shielding length, type, and sizing will be calculated based on Caltrans methodologies. Curb ramp construction details and sidewalk designs will be provided where needed.

▸ 6.2 Traffic Signal Modification Plans (6 Locations)

There are six (6) identified locations for traffic signal modifications: Grapefruit/Avenue 48, Grapefruit/Avenue 49, Grapefruit/Gateway Center, Grapefruit/Park Lane, Grapefruit/Sunset Drive, and Avenue 54/Harrison. These locations appear to need minor traffic signal modifications, including new crosswalks, pedestrian signal heads, pedestrian audible push buttons, push-button posts, and minor signal timing revisions. Changes are not expected for existing signal phasing, signal poles, signal controller equipment, signal timing, or other non-trail-related improvements.

Traffic signal modification plans are to be at 1”=20’ scale and show the entire intersection, pole locations, conduit runs, equipment locations, pole schedule, conductor schedule, and applicable construction notes. It is expected that the modifications to the traffic signals will be related only to the adjacent trail improvements. The design of other unrelated items such as CCTV cameras, V2X controllers, interconnect, and signal head backplates are not included in this scope. Plans to be prepared in accordance with the latest C Standard Plans and Specifications, CAMUTCD standards, and City requirements. Signal timing sheet modifications will utilize the existing signal timing sheets. Signal timing changes will be coordinated with CVAG to ensure compatibility with the existing CV Sync traffic signal coordination project.

▸ 6.3 Signing and Striping Plans

Signing and striping plans shall be prepared in a 1” = 40’ scale format and will show existing and proposed striping, pavement legends, sign types and locations, and all other ancillary details. Bicycle improvements will be incorporated to provide smooth transitions between differing bicycle facility types. The corridor improvements will also be analyzed to determine if additional warning signage is needed for driveways. The signing & striping plans will conform with Caltrans Standard Plans and Specifications, CAMUTCD standards, and the City’s requirements.

▸ 6.4 Avenue 54/Polk Street New Traffic Signal

A new traffic signal is expected to be required at the intersection of Avenue 54/Polk Street. Traffic signal plans are to be at 1”=20’ scale and show the entire intersection, pole locations, conduit runs, equipment locations, pole schedule, conductor schedule, and applicable construction notes. Bicycle phasing may be included in the plans. Plans to be prepared in accordance with the latest Caltrans Standard Plans and Specifications, CAMUTCD standards, and City requirements. Signal timing sheets will be prepared and will assume free, uncoordinated operation.

▸ 6.5 Grapefruit/Ave 54 New Traffic Signal and RR Crossing

A new traffic signal is expected to be required at the intersection of Grapefruit/Avenue 54 adjacent to the UPRR crossing. Traffic signal plans are to be at 1”=20’ scale and show the entire intersection, pole locations, conduit runs, equipment locations, pole schedule, conductor schedule, and applicable construction notes. Railroad crossing improvement plans will be at 1”=20’ scale and show the proposed medians, track crossings, gate arms, crossing equipment and signage, and tracks. Interconnect with the adjacent railroad crossing will be included. Railroad crossing preemption, phasing, and timing calculations will be prepared to ensure safe crossings. Plans to be prepared in accordance with the latest Caltrans Standard Plans and Specifications, CAMUTCD standards, and City requirements. Signal timing sheets will

be prepared and will be coordinated with CVAG to ensure compatibility with the existing CV Sync traffic signal coordination project. It is anticipated that the intersection lane layout and crosswalk locations will change from the RFP exhibit due to track operations and safety considerations.

▸ 6.6 Landscape Construction Documents

Preparation of landscape construction documents will utilize feedback from the conceptual design provided by the city and specify precise materials, model numbers, dimensions, irrigation components, planting, associated details, and specifications for all elements proposed. A separate Title Sheet, including the project title, overall landscape scope of work, sheet index, vicinity map, and overall site plan/key plan, will be included. The scope shall encompass all landscape components as described in the RFP and shall be submitted at the 60%, 100%, and mylar stages. The scope and specific components of the Landscape Construction Documents shall be as follows:

a. Landscape Construction Plans shall consist of construction layout plans with dimensions, material callouts, and schedules, and details necessary to document the installation of hardscape improvements and site amenities identified within the path user amenity zones, roundabouts, and related hardscape interfaces per the approved Conceptual Landscape Plan. The drawings shall include paving materials, suggested spaces for artwork (artwork not included), trailhead monuments/signs, shade structures, site furnishings, signage designs, applicable construction details, and technical specifications required to support permitting and construction. This scope also assumes coordination with the lighting and electrical engineering consultant.

b. Landscape Irrigation Plans for the project area shall be prepared in accordance with the latest applicable Model Water Efficient Landscape Ordinance (MWELO), local water agency requirements, and governing codes. The irrigation documentation shall include irrigation legends, notes, schedules, technical specifications, and construction details necessary for a complete and coordinated irrigation system. The irrigation design shall either coordinate use of an existing water and power connection as determined during the "Research" phase or coordinate with the civil engineering team to propose new electrical and water meter service locations. This task will include supporting hydraulic calculations and irrigation run time scheduling recommendations for establishment and pre-establishment periods.

c. Landscape Planting Plans for the project area shall be prepared for the areas as suggested by the RFP. The approved Conceptual Landscape Plan and selected plant palette shall set the basis for design. The planting plans shall include plant layout, plant legends, schedules, notes, details, and technical specifications necessary for construction and permitting. Plant schedules shall identify botanical and common plant names, container sizes, quantities, water use classifications, spacing, and other pertinent planting information.

▸ 6.7 Trail Lighting Plans

Trail lighting plans will include electrical site plans, fixture details, conduit and conductor routing, electrical panel schedules, load and voltage drop calculations, and photometric analysis. Lighted areas are to include trail and amenity areas.

▸ 6.8 Project Specifications

The City of Coachella will provide its boilerplate Specifications and Technical Provisions in Microsoft Word format. We will compile the project specifications, including the project-specific scope of work in the Technical Specifications, and provide Special Technical Provisions beyond the City's standard Technical Provisions, as needed. WEBB will provide a bid schedule, special provisions, and technical specifications at the 100% and Final submittals. The specifications shall be signed by a civil engineer registered in the State of California, certifying that the specifications are complete and ready for bidding. The latest edition of the Caltrans Standard Specifications will be used on the project.

▸ 6.9 Cost Estimate

We will provide a construction quantity and cost estimate with each set of plans submitted. The unit costs shall be based on the most recent cost information for similar projects in the area, compiled by us and approved by the City. The estimated items of work with quantities shall include, but not be limited to, itemizing all removals, clearing and grubbing, relocations, sidewalk and trail, curb and gutter, driveway approaches, asphalt concrete (AC), application/painting of pavement legends and striping, signs, traffic signals, traffic control, lighting, and drainage improvements.

❒ Task 6 Deliverables

- ☑ 60%, 100%, and Mylar Street Improvement Plans
- ☑ 60%, 100%, and Mylar Traffic Signal Plans
- ☑ 60%, 100%, and Mylar Signing & Striping Plans
- ☑ 60%, 100%, and Mylar Lighting Plans
- ☑ 60%, 100%, and Mylar Landscape Construction Plans
- ☑ 100% and Final Technical Specifications and Special Provisions
- ☑ 60%, 100% and Final Construction Cost Estimates

TASK 7. BID SUPPORT SERVICES

WEBB will attend up to 1 pre-bid meeting with the City, prospective bidders, and other stakeholders to provide background on the project and answer any questions. The pre-bid meeting is expected to be held at Coachella City Hall or the project site.

WEBB will provide official electronic responses to bidder inquiries during the bidding period. It is expected that the City will facilitate the receipt and distribution of questions and responses. WEBB aims to provide responses to inquiries within 48 hours of receipt. Addenda to the PS&E documents will be prepared during the advertisement period, if required.

TASK 8. CONSTRUCTION SUPPORT SERVICES

WEBB will support the project throughout construction to ensure the project is completed smoothly and successfully. It is assumed the City will pay for Tribal Monitoring, if required.

WEBB will attend up to 1 pre-construction meeting with the City, contractors, and other stakeholders to provide technical support and information and to answer any questions. It is expected that the pre-construction meeting will be held at Coachella City Hall or at the project site.

WEBB will review equipment and material submittals (up to 10) throughout the course of project construction. Reviews will verify submittal compliance with plans, specifications, and the intent of the project. It is expected that the City will facilitate the receipt and distribution of the submittals. WEBB aims to provide submittal review responses within 72 hours of receipt.

WEBB will respond to contractor RFIs and change orders (up to 10) throughout the course of roadway construction. It is expected that the City will facilitate the receipt and distribution of RFIs, change order requests, and responses. WEBB aims to provide RFI responses within 72 hours of receipt and change order responses within 96 hours of receipt.

TASK 9. CONSTRUCTION STAKING

WEBB to provide construction staking services through the course of construction. Construction staking services include coordination with the City and contractor, office support, establishing survey control, staking of all improvements and project limits. It is expected that this project will require 16 staking mobilizations with a minimum 48-hour advance notice. Services also include survey monument preservation which includes preparation of pre-construction and post-construction corner records. Corner records to be signed and stamped by a licensed land surveyor and submitted to Riverside County for recordation. It is expected that 12 survey monuments may be disturbed due to construction.

TASK 10. RECORD DRAWINGS

WEBB will review contractor markups and RFIs upon receipt at the end of construction. WEBB will conduct field reviews of the completed project to verify conditions and deviations from the plans. We assume no responsibility for the accuracy of the information provided by the contractor. WEBB will prepare as-built record drawings of the plans and submit them to the City within 45 days of receipt of markups.

TASK 11. OPTIONAL TASKS

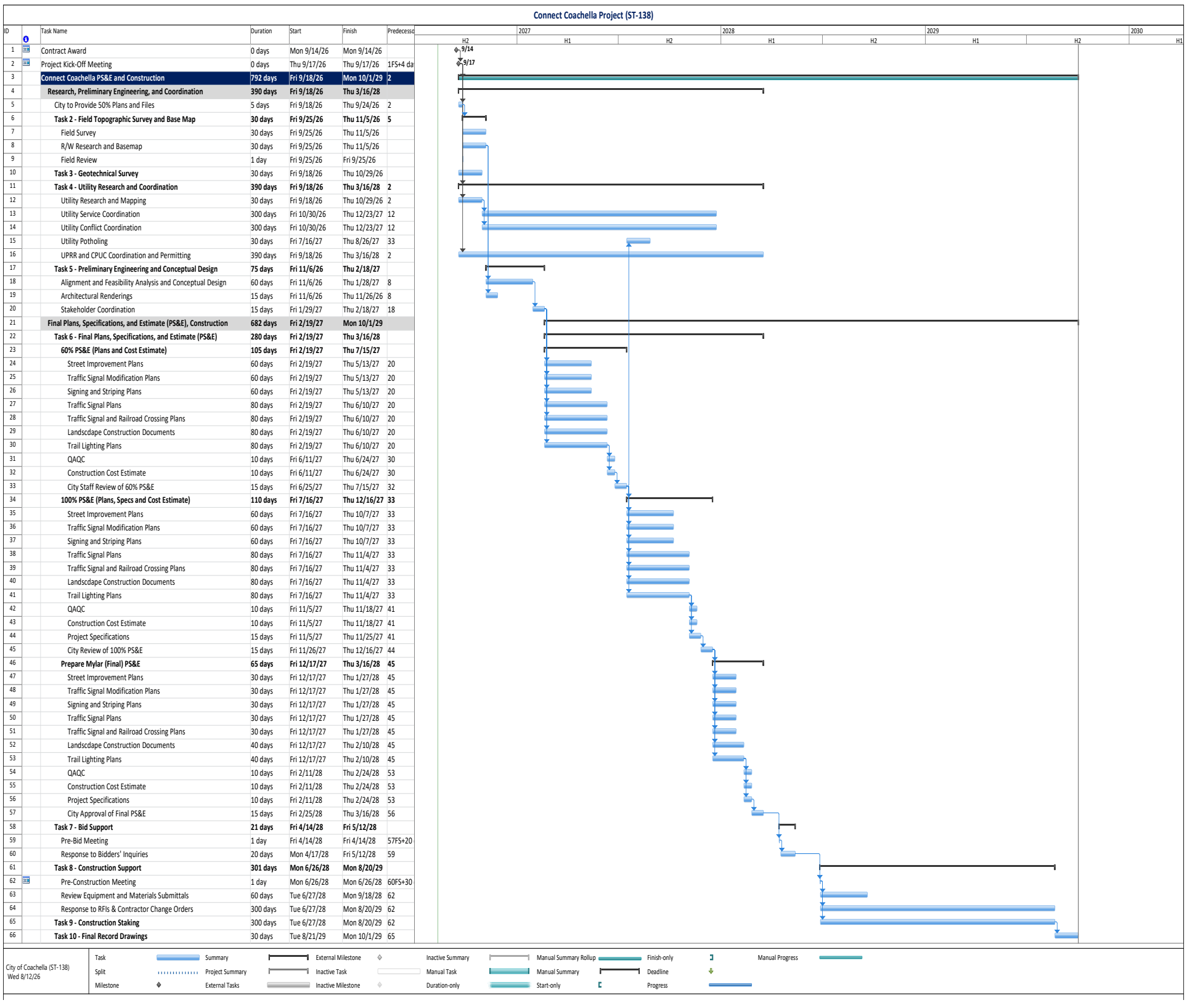
► 11.1 Utility Certification

WEBB will finalize and confirm utility clearances with the proposed improvements and document the findings per Caltrans LAPM requirements. WEBB Will coordinate with Caltrans for final and approved utility certification.

► 11.2 Right of Way Certification

WEBB will finalize and confirm existing right of way with the proposed improvements and document the findings per Caltrans LAPM requirements. WEBB Will coordinate with Caltrans for final and approved right of way certification.

Project Schedule



EXCEPTIONS/DEVIATIONS

WEBB has no exceptions or deviations to the RFP.



ALBERT A. WEBB ASSOCIATES

APPENDIX A: WEBB RESUMES

DILESH SHETH, PE, TE

SENIOR VICE PRESIDENT | TRAFFIC AND TRANSPORTATION



EXPERIENCE:
Industry: 32 Years
WEBB: 26 Years

REGISTRATIONS:
Civil Engineer C 65078 CA
Traffic Engineer TE 2112 CA

EDUCATION:
BS, Civil Engineering
University of Saurastra Rajkot, India

AFFILIATIONS:
American Public Works Association, Coachella Valley
Institute of Transportation Engineering Riverside and San Bernardino Counties

CURRENT LOCATION:
3788 McCray Street, Riverside, CA 92506

Dilesh Sheth, PE, TE, is the Senior Vice President and Director of WEBB's Traffic and Transportation Department, where he oversees a diverse portfolio of multimodal transportation, mobility, and infrastructure projects. With more than 31 years of professional experience, Dilesh provides strategic direction and technical oversight for the planning, design, and delivery of complex transportation systems that enhance safety, accessibility, and quality of life throughout Southern California. His leadership reflects a deep commitment to creating context-sensitive, community-oriented infrastructure that integrates engineering excellence with long-term sustainability.

Over the past three decades, Dilesh has guided multidisciplinary teams of engineers, planners, and designers in delivering transformative Complete Streets, Active Transportation, and Safety Improvement projects for cities, counties, and regional agencies. His experience spans the full spectrum of transportation design, roadways, bridges, roundabouts, drainage systems, traffic signals, utilities, lighting, signing and striping, bikeways, pedestrian corridors, and benefit district programs, ensuring projects are both technically sound and operationally efficient.

Beyond design, Dilesh is recognized for his strategic funding expertise, helping agencies navigate and secure competitive federal and state programs, including the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and Safe Streets and Roads for All (SS4A) initiatives. Under his direction, WEBB has successfully obtained over $120 million in ATP funding and $24 million in HSIP and CVAG grants, enabling partner agencies to advance their multimodal and safety priorities from planning through construction. Dilesh's leadership combines technical precision, funding strategy, and community collaboration, empowering agencies to deliver transportation networks that are safer, more inclusive, and better connected.

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Principal in Charge
Dilesh provides leadership for planning, environmental, and design of 15 miles of enhanced bikeways and pedestrian corridors linking multiple cities in the Coachella Valley. He directed design of 9 miles of Class IV protected facilities and oversaw integration of innovative safety features, including lighting, raised crossings, and bicycle signals. Dilesh also guided ATP grant applications that secured $36 million in funding, positioning the project as a regional model for creative and sustainable mobility infrastructure.

Madison Street Improvements from Avenue 50 to 52
City of Indio | Principal in Charge/Project Manager
As Principal in Charge/Project Manager, Dilesh led the one-mile Madison Street Improvement Project, overseeing the coordination of roadway, drainage, environmental, utility, and right-of-way elements. He oversaw alignment studies, geometric refinements, and feasibility analyses to meet General Plan Circulation Element requirements for Indio and La Quinta. He resolved complex right-of-way and shared-

corridor conflicts, including negotiating with Imperial Irrigation District to avoid costly relocation of 92KV transmission lines. Dilesh delivered a multi-agency-approved, constructible design while maintaining access for major community events.

Perris Valley Storm Drain Trail, Phase 2
City of Perris | Principal in Charge
Dilesh led design and environmental documentation for a multi-segment Class I trail connecting Nuevo Road to the Metrolink Station. He directed alignment planning, drainage integration, and river crossing design, balancing technical, environmental, and community considerations. His leadership ensured cohesive coordination across multiple disciplines to deliver a regional trail that strengthens multimodal connectivity.

Highway Safety Improvement Program Application and Highway Safety Improvement Program Traffic Signal Improvements
City of Cathedral City | Project Manager
Dilesh managed design and environmental documentation for the HSIP-funded Traffic Signal Improvement Project, which included 20 signalized intersections citywide. He coordinated preparation of environmental documentation, secured Caltrans approvals, and directed design in accordance with Caltrans and City standards. His leadership facilitated expedited approvals and successful project delivery under federal-aid requirements.

Active Transportation Program Applications
Los Angeles Neighborhood Initiative | Principal in Charge
Dilesh directed preparation of two successful Active Transportation Program (ATP) Cycle 6 grant applications, the Skid Row Connectivity and Safety Project and the Boyle Heights Community Connectivity Project, totaling $85 million in awarded funding. He led development of safety countermeasures, concept layouts, and cost estimates, and coordinated extensively with the City of Los Angeles and LANI to align design concepts with funding criteria and community objectives.

Indian Canyon Two-Way Conversion, Pedestrian, and Bicycle Safety Enhancements
City of Palm Springs - Public Works | Principal in Charge
Dilesh provided executive oversight and technical guidance for safety and multimodal enhancements along Indian Canyon Drive. He directed the implementation of pedestrian countdown heads, accessible signals, protected turn phasing, and ADA curb ramp improvements across nine intersections. Under his leadership, the project integrated safety, accessibility, and streetscape improvements to support downtown mobility goals.

North Palm Canyon Drive Curb Extension and LED Crosswalk
City of Palm Springs | Principal in Charge
Dilesh oversaw intersection improvement design and funding coordination for downtown Palm Springs. He led studies and CVAG grant applications, supervised design of traffic signal and street improvements, and managed utility coordination to enhance pedestrian visibility and safety along ten signalized intersections.

NICHOLAS LOWE, PE, TE

DEPUTY DIRECTOR | TRAFFIC AND TRANSPORTATION



Nick Lowe, MS, PE, TE, is a Deputy Director with WEBB's Traffic and Transportation Department. Nick assists clients with street improvements, traffic signal upgrades, and signing and striping modifications. He also develops temporary traffic control plans for construction while working closely with public agencies, contractors, and construction managers to safely expedite projects, thus minimizing impacts to traffic and businesses. Nick and his team also currently work with multiple public agencies as on-call engineers to help agencies keep projects moving forward.

In addition, Nick assists other engineers on street light installations, sewer and water plans, and expert witness testimony. He is also well-versed in the AutoTURN vehicle simulation program which assists in transportation improvements for constrained travel areas such as intersection curb returns and driveways. With increasing traffic pressure amid booming growth throughout Southern California, Nick's work on regional transportation solutions provides a tangible benefit to the public through improvements in safety, mobility, and quality of life. Nick is active in several industry associations.

Nick also provides grant funding assistance to cities including Carson, Los Angeles, Lake Elsinore, Palm Springs, and Cathedral City and has helped these cities secure nearly $100 million in funding to install bicycle and pedestrian infrastructure, advanced dilemma zone detection, flashing beacons, and left turn phasing at over 50 signalized intersections.

EXPERIENCE:
Industry: 14 Years
WEBB: 13 Years

REGISTRATIONS:
Civil Engineer C 87666 CA
Traffic Engineer TE 3065 CA

EDUCATION:
MS, Civil Engineering
University of Southern California
BS, Civil Engineering
Stevens Institute of Technology

AFFILIATIONS:
Institute of Transportation Engineers
American Society of Civil Engineers
Intelligent Transportation Society of California

CURRENT LOCATION:
3788 McCray Street, Riverside, CA 92506

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Project Engineer
Nick served as Project Engineer for the CVAG Arts and Music Line, a transformative 15-mile bikeway corridor connecting multiple cities and regional destinations. His contributions included development of protected bicycle facilities, raised crossings, and bicycle signal design to improve user safety and comfort. He also supported grant coordination and innovative design features integrating lighting, sound, and accessibility enhancements. The project successfully secured $36 million in ATP funding, advancing regional multimodal connectivity.

Avenue 50 Widening and Avenue 52 Street Improvements
City of Indio | Project Manager
Nick manages the design of roadway widening and bicycle trail improvements for Avenue 50 and Avenue 52 in the Cities of Indio and La Quinta. He oversees coordination among multiple agencies and utility companies to facilitate undergrounding, drainage, and multi-use path construction along this two-mile corridor adjacent to the Coachella Festival fairgrounds. The project will enhance event traffic flow, regional mobility, and multimodal connectivity for future travel demand.

Madison Street Improvements from Avenue 50 to 52
City of Indio | Project Engineer
Nick served as Project Engineer for the Madison Street Improvements project, preparing traffic signal and signing and striping plans to support corridor widening and intersection upgrades. His work included alignment studies, design documentation, and coordination with multiple agencies to deliver a comprehensive set of Plans, Specifications, and Estimates (PS&E). The project enhanced safety, capacity, and multimodal access along a key arterial connecting the Cities of Indio and La Quinta.

Landau Boulevard at McCallum Way Traffic Signal Intersection Improvements
City of Cathedral City | Project Manager
Nick managed the design of intersection improvements and a new traffic signal at Landau Boulevard and McCallum Way, enhancing safety near a local school. His leadership included oversight of geometric design, pavement reconstruction, ADA-compliant curb ramps, lighting simulations, and signing and striping plans. Nick's comprehensive approach ensured that the project addressed both operational efficiency and pedestrian safety in this high-traffic area.

Indian Canyon Bicycle and Pedestrian Improvements
City of Palm Springs | Project Engineer
As lead Project Engineer, Nick managed design efforts for a major bicycle and pedestrian improvement project in downtown Palm Springs. The work included modifications to more than 20 traffic signals, a one-way to two-way conversion, and design of the City's first signalized scramble crosswalk. Nick directed field reviews, custom curb ramp design for constrained intersections, and stakeholder coordination with City Staff and local businesses to ensure safe, context-sensitive mobility improvements.

Calhoun Street Improvement Project
City of Indio | Project Engineer
Nick prepared signing and striping plans and assisted with street improvement design for Calhoun Street between Dr. Carreon Boulevard and Highway 111. His work improved pedestrian safety and accessibility through new ADA-compliant curb ramps and driveway adjustments, enhancing the connectivity and comfort of this important urban corridor.

Palm Canyon Pedestrian Safety Improvements
City of Palm Springs - Public Works | Project Engineer
Nick led the design for this complex downtown mobility project, which included over 20 signal modifications, pedestrian and bicycle enhancements, and conversion of one-way streets to two-way operation. His work focused on signal coordination, ADA ramp design for constrained conditions, and implementation of the City's first scramble crosswalk. Through extensive collaboration with City Staff and stakeholders, Nick helped deliver a safer and more accessible transportation network in the heart of Palm Springs.

Washington Street Connector to Arts and Music Line
City of La Quinta | Civil Plans Lead Engineer
Nick leads the civil design for this multi-use trail project along Washington Street from Eisenhower Drive to Avenue 48, integrating pedestrian, bicycle, and streetscape improvements. The work includes a 14-foot-wide concrete trail, retaining walls, trail-level lighting, and signal modifications with dedicated bicycle phasing. Nick coordinates closely with City Staff and local HOAs to balance design aesthetics, safety, and long-term maintenance needs while enhancing connectivity to CVAG's Art and Music Line.

MYUNG CHOO, PE, TE

PRACTICE AREA LEADER | TRAFFIC AND TRANSPORTATION



EXPERIENCE:
Industry: 26 Years
WEBB: 22 Years

REGISTRATIONS:
Civil Engineer C 79651 California
Traffic Engineer TE 2451 California

EDUCATION:
BS, Civil Engineering
University of California, Berkeley

AFFILIATIONS:
Institute of Transportation Engineers

Myung Choo, PE, TE, is the Practice Area Leader in WEBB's Traffic and Transportation Department. In his role, he develops the technical abilities of the WEBB Team to better assist clients in achieving their traffic and transportation goals. With experience in a wide range of transportation and traffic engineering projects, including street improvements, roundabouts, traffic signals, signing and striping, temporary traffic control, traffic impact analysis, travel demand modeling, and safety analysis, clients will benefit from his extensive knowledge of best practices, design standards, and agency procedures.

Among his duties, he presents findings and recommendations on traffic matters to elected officials, municipal commissions, community groups, and the general public. He has experience working throughout Southern California, designing and implementing transportation improvements and cost-effective safety measures.

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Design Engineer
As Design Engineer for the Art and Music Line project, Myung led traffic and transportation design efforts for 15 miles of enhanced bikeways across multiple jurisdictions. He prepared design plans for 9 miles of protected bicycle facilities and more than 6 miles of standard bike lanes, focusing on safety, accessibility, and consistent user experience. His work included developing concepts for bicycle signals, raised crossings, corridor lighting, and other features that improve separation from vehicle traffic and support access to major destinations such as the Empire Polo Grounds. Myung provided technical analyses, coordinated with agencies on standards and approvals, and supported the ATP grant by contributing engineering data and design strategies that helped secure $36 million in funding.

Nohl Ranch Bike and Pedestrian Trail Project Approval and Environmental Documentation Phase
City of Anaheim | Project Manager
Myung served as Project Manager for the preliminary design and environmental documentation phase of a 1-mile long Class I bike path and adjacent pedestrian trail that will begin at the intersection of North Avenida Bernardo and Imperial Highway and end at the intersection of Nohl Ranch Road and Anaheim Hills Road. The objective of this project is to develop a precise alignment and obtain an approved environmental document. The trail design was challenging due to the existing infrastructure, multiple schools and other buildings, existing utilities within the proposed alignment, and the steep topography of the area.

East Broadway Complete Streets
City of Long Beach | Lead Roadway Design
Myung was in charge of preparing street improvement plans, traffic signal modification plans, and signing and striping plans for a two-mile roadway rehabilitation and complete streets project. The proposed design reduces the number of through lanes from four to two, while adding cycle tracks. This project required significant coordination between the City, transit agency (Long Beach Transit), and residents/business owners along the corridor. The roadway design was challenging due to several factors, including a very flat vertical profile (less than 0.25%), abandoned/buried railroad tracks, steep existing cross-slopes (more than 8%), and no additional right-of-way available.

SARA SADEGHI, PTP, MSCRP

ASSOCIATE TRANSPORTATION PLANNER | TRAFFIC AND TRANSPORTATION



Sara Sadeghi, PTP, MSCRP, is an Associate Transportation Planner with WEBB's Traffic and Transportation department. She plays a key role in managing complex multimodal planning and design efforts across Southern California, including serving as a core team member for the 15-mile Arts and Music Line active transportation project in the Coachella Valley. She has successfully managed and prepared transportation grant applications including ATP, SB 821, and HSIP for various agencies, and develops safety plans and multimodal design projects that enhance pedestrian and bicyclist safety. Her experience includes complete streets planning, Safe Routes to School programs, traffic calming, transportation impact and operations analyses, speed survey preparation, and development of PS&E documentation for signing and striping projects.

EXPERIENCE:
Industry: 9 Years
WEBB: 5 Years

REGISTRATIONS:
Professional Transportation Planner

EDUCATION:
BA, Architecture
Art University of Isfahan, Iran
MA, Urban Design
Art University of Isfahan, Iran
MS, Transportation Planning
University of Texas, Austin

AFFILIATIONS:
American Planning Association
Institute of Transportation Engineering
Women's Transportation Seminar

CURRENT LOCATION:
3788 McCray Street, Riverside, CA 92506

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Assistant Project Manager
As Assistant Project Manager, Sara supported CVAG in advancing the 15-mile Art and Music Line, which includes 9 miles of protected bikeways and more than 6 miles of conventional bicycle lanes across multiple jurisdictions. She coordinated extensively with CVAG, local agencies, tribal governments, and subconsultants to integrate safety and design elements such as bicycle signals, raised crossings, and festival-oriented lighting and sound features that enhance corridor visibility and accessibility. Sara also contributed to securing $36 million in ATP funding and ensuring technical consistency throughout this multi-jurisdictional project.

Washington Street Connector to Arts and Music Line
City of La Quinta | Project Manager
Sara is the Project Manager for the design of a quarter-mile multi-use trail along Washington Street from Eisenhower Drive to Avenue 48, providing a new 14-foot-wide concrete path that enhances connectivity to the Art and Music Line. She oversees design components including removal of the existing sidewalk, slope grading, installation of a retaining wall, trail-level lighting, and landscape enhancements, as well as traffic signal modifications incorporating dedicated bicycle phasing and right-turn lane striping. Sara also coordinates closely with the adjacent HOA to address long-term maintenance needs and aesthetic considerations within the final design.

Safe Route to Schools
City of Palm Springs | Transportation Planner
Sara served as Transportation Planner for the Palm Springs Safe Routes to School initiative, leading collision analysis to identify critical safety concerns around schools and developing targeted countermeasures for predominant crash patterns. She helped create a prioritized list of improvements addressing network gaps, school access, first and last mile connections to transit, and segments identified through the High Injury Network. Her work included preparing planning-level cost estimates, project fact sheets, and conceptual cross-sections, segment layouts, and intersection concepts to support future funding and implementation.

SARA SADEGHI, PTP, MSCRP

ASSOCIATE TRANSPORTATION PLANNER | TRAFFIC AND TRANSPORTATION

Active Transportation Program Applications

Los Angeles Neighborhood Initiative | Project Manager

Sara served as Project Manager for two successful ATP Cycle 6 applications for the Skid Row Connectivity and Safety Project for 47 million and the Boyle Heights Community Connectivity Project for 38 million, prepared in partnership with the City of Los Angeles and LANI. She led development of safety countermeasures, conceptual multimodal alignments, corridor layouts, and planning-level cost estimates while coordinating closely with client and agency partners. The Skid Row project delivers 2.5 miles of Class IV bikeways, pedestrian improvements, and traffic calming, while the Boyle Heights project provides 5 miles of bicycle and pedestrian enhancements that strengthen multimodal access to schools, transit, and key community destinations.

On-Call Traffic Engineering Services

City of Carson | Associate Transportation Planner

As Associate Transportation Planner, Sara supported traffic operations and safety evaluations by reviewing roadway conditions, identifying mobility and collision risks, and assisting in developing data-driven recommendations to improve traffic flow and neighborhood safety. She contributed to the City's SBCCOG funding application by compiling project information, documenting benefits, and preparing supporting justification materials to strengthen the regional funding submittal. Sara also developed the Neighborhood Traffic Management Plan (TMP) toolbox, creating tailored traffic calming strategies and implementation tools to help the City address speeding, cut-through traffic, and residential safety concerns.

JAIMEE BOURGEOIS, PE, TE

DEPUTY DIRECTOR | TRAFFIC AND TRANSPORTATION



EXPERIENCE:
Industry: 27 Years
WEBB: 1 Year

REGISTRATIONS:
Civil Engineer C 66261 CA
Traffic Engineer TE 2311 CA

EDUCATION:
MS, Civil Engineering
University of California, Davis
BS, Civil Engineering
University of California, Davis

AFFILIATIONS:
WTS
Orange County and Inland Empire Chapters
Orange County Traffic Engineering Council
Institute of Transportation Engineers

Jaimee Bourgeois, PE, TE, is a Deputy Director with WEBB's Traffic and Transportation Department. She has extensive experience in traffic engineering, transportation planning, and public works, having leadership roles for public agencies and private firms.

Jaimee is experienced in the design of traffic signals, signing and striping, temporary traffic control, pedestrian hybrid beacons, street lighting, and bicycle infrastructure, ranging from Class I to Class IV bikeways. She prioritizes the safety of vulnerable road users while also considering liability risk for the client. Her technical expertise also includes signal operations, and the operations of a traffic management center. She has prepared numerous engineering and traffic surveys (E&TS) supporting posted speed limits and is well-versed in Assembly Bill 43 and 382.

Jaimee's expertise is rounded off with her experience in transportation planning. She has led major transportation projects and initiatives, including but not limited to traffic impact studies, active transportation plans, local roadway safety plans, transit need assessments, vehicle miles traveled (VMT) analysis, traffic impact fee nexus studies, grant applications, and parking studies; as well as feasibility and preliminary engineering studies for infrastructure improvements.

As it relates to all aspects of her technical expertise, Jaimee's strongest attribute is her ability to effectively engage with members of the community, local and regional agency staff, and elected officials. She can simplify very technical topics, actively listen with a sympathetic ear, and develop practical solutions.

Jaimee's leadership extends beyond engineering. She has served as Director of Public Works and Transportation for a major municipality, overseeing over 150 employees and a multimillion-dollar operating budget. She is committed to fostering innovation, collaboration, and sustainable transportation solutions. Jaimee's ability to integrate technical expertise with strategic planning ensures that projects enhance community safety, mobility, and overall quality of life.

PROJECT EXPERIENCE:

Washington Street Connector to Arts and Music Line
City of La Quinta | Traffic Plans Lead Engineer
Jaimee led the traffic engineering design for this multi-use trail project along Washington Street from Eisenhower Drive to Avenue 48, integrating pedestrian, bicycle, and streetscape improvements. The work includes a 14-foot-wide concrete trail, retaining walls, trail-level lighting, and signal modifications with dedicated bicycle phasing. Jaimee coordinates closely with the WEBB team and City Staff for the signing and striping and traffic signal modification plans.

Avenue 50 Widening and Avenue 52 Street Improvements
City of Indio | Lead Engineer
Jaimee led the design of the signing and striping and traffic signal modifications for roadway widening and bicycle trail improvements for Avenue 50 in the Cities of Indio and La Quinta. The project involves roadway widening, utility undergrounding, drainage improvements, and multi-use path construction along a two-mile corridor adjacent to the Coachella Festival fairgrounds. The project will enhance event traffic flow, regional mobility, and multimodal connectivity for future travel demand.

On-Call Traffic Engineering Services
City of Lake Elsinore | Project Engineer
Jaimee is assisting the City of Lake Elsinore with various traffic engineering services, including Engineering and Traffic surveys, signing and striping design for Summerhill Road, Caltrans encroachment permit processing and design of a new traffic signal, plan checking, and various operational and safety assessments.

On-Call Traffic Engineering Services
City of Carson | Project Manager
Jaimee is assisting the City of Carson with various traffic engineering services, including the Lincoln Village Neighborhood Traffic Management Plan, the traffic analysis and conceptual traffic design for the proposed Carson Mobility Hub, multi-way stop warrant analysis, sight triangle exhibits, plan checking and various operational and safety assessments.

SON LE

PROJECT ENGINEER | TRAFFIC AND TRANSPORTATION



EXPERIENCE:
Industry: 16 Years
WEBB: 8 Years

EDUCATION:
BS, Civil Engineering
California State University, Long Beach

Son Le is a Project Engineer with WEBB's Traffic and Transportation Department. He specializes in designing temporary traffic control, new and modified traffic signals, street lighting, and roadway signing and striping. He is highly knowledgeable about industry design standards, and he is often asked to support projects that are on a tight deadline or require creative solutions. Son is a dedicated engineer with a superb work ethic and customer satisfaction record. His roles have included working on projects independently to completion or as a member of a team. Son's background, knowledge, and experience is weighted toward relevant safety standards pertaining to civil engineering, particularly with respect to transportation safety.

PROJECT EXPERIENCE:

Landau Boulevard at McCallum Way Traffic Signal Intersection Improvements
City of Cathedral City | Project Engineer
Son supported the design of intersection improvements and a new traffic signal at Landau Boulevard and McCallum Way, enhancing safety near a local school. He assisted with geometric design, signal components, lighting, and signing and striping plans in accordance with City standards. His technical accuracy and responsiveness contributed to a smooth and efficient design process.

Antonio Parkway Recycled Water Traffic Control Plans
Santa Margarita Water District | Designer
Son was responsible for designing the traffic control and detour plans for the Antonio Parkway Recycled Waterline project. He collaborated with the client to revise plans as needed during construction and developed solutions to protect work zones on a high-speed roadway. Son's designs maintained safe traffic flow and ensured continuous access to surrounding residential areas and schools during the limited summer construction window.

Highway Safety Improvement Program Application and Highway Safety Improvement Program Traffic Signal Improvements
City of Cathedral City | Project Engineer
As Project Engineer, Son contributed to the HSIP-funded Traffic Signal Improvement Project by preparing key signal design elements and ensuring they met Caltrans and City requirements. He assisted with environmental documentation and coordinated technical inputs for federal-aid submittals. His attention to detail and ability to work efficiently under tight timelines supported the project's successful progression.

On-Call Traffic Engineering Services
City of Palm Springs | Project Engineer
As Project Engineer, Son supported the City of Palm Springs' traffic engineering services by reviewing signing and striping, traffic signal, and traffic control plans to ensure compliance with applicable standards and safe roadway operations. He prepared temporary traffic control plans for special events and city improvement projects, coordinating with City Staff to maintain efficient traffic flow and minimize disruptions to the public. His technical reviews and planning support helped facilitate timely approvals and safe implementation of traffic management strategies across multiple projects.

SON LE

PROJECT ENGINEER | TRAFFIC AND TRANSPORTATION

On-Call Traffic Engineering Services

City of Lake Elsinore | Project Engineer

As Project Engineer, Son supported the City of Lake Elsinore's traffic engineering services by reviewing signing and striping, traffic signal, and traffic control plans for compliance with applicable standards and City requirements. He prepared engineered signing and striping, traffic signal, and traffic control plans for various municipal improvement projects, applying established traffic engineering practices to enhance roadway safety and operational efficiency. His technical coordination and plan development contributed to streamlined project approvals and effective implementation of traffic management improvements throughout the City.

On-Call Traffic Engineering Services

City of Carson | Project Engineer

As Project Engineer, Son supported the City of Carson's traffic engineering services by reviewing signing and striping, traffic signal, and traffic control plans to ensure compliance with applicable standards and safe roadway operations. He conducted various traffic engineering studies and analyses to evaluate roadway performance and inform operational improvements. Son also responded to public inquiries regarding traffic safety, parking, and roadway conditions, providing technical insight that helped the City address community concerns and implement effective traffic management solutions.

On-Call Engineering Services

City of Indio | Project Engineer

As Project Engineer, Son supported engineering services for the City of Indio by reviewing signing and striping, traffic signal, and traffic control plans to ensure compliance with applicable standards and safe roadway operations. He also assisted City Staff in addressing public concerns and complaints related to traffic safety and roadway conditions, providing technical insight to inform responsive solutions. His reviews and coordination efforts supported efficient project implementation and helped maintain effective communication between the City and the community.

INGRID MAR

PROJECT ENGINEER | TRAFFIC AND TRANSPORTATION



EXPERIENCE:
Industry: 22 Years
WEBB: 9 Years

EDUCATION:
BS, Electrical Engineering/Control Systems
California State University, Long Beach

Ingrid Mar is a Project Engineer with WEBB's Traffic and Transportation Department. Her expertise includes designing temporary traffic control plans, signing and striping plans, and signal plans. Ingrid excels at coordinating with public agencies and interfacing with clients to foster strong relationships and ensure project success.

In addition, Ingrid has provided staff augmentation services and has a proven track record of maintaining city infrastructure, ensuring that streets are safe and traffic devices operate effectively. She has collaborated with law enforcement to address traffic congestion, managed radar speed sign installations, and evaluated historical traffic collision data to develop strategies for reducing future incidents. Her technical experience also includes preparing speed surveys, issuing encroachment permits, reviewing traffic plans, analyzing sight distances, and determining the need for stop signs or traffic signals.

Additionally, Ingrid plays an integral role in grant writing for various cities. Her efforts have helped secure significant funding, including over $4 million for the City of Cathedral City and more than $3.2 million for the City of Lake Elsinore. Ingrid's contributions have been instrumental in advancing transportation projects and enhancing community infrastructure.

PROJECT EXPERIENCE:

Perris Valley Storm Drain Trail, Phase 2
City of Perris | Design Engineer
As a Design Engineer, Ingrid contributed to the development of traffic and pedestrian safety improvements to support the trail corridor. She prepared signing and striping plans and pedestrian signal plans, coordinating designs to enhance visibility, wayfinding, and safe crossings for trail users and motorists. Her work incorporated applicable traffic engineering standards and design practices to support multimodal connectivity along the corridor. Ingrid's contributions helped advance a safer and more accessible trail environment for the surrounding community.

4th Street Gravity Sewer Pipeline
Eastern Municipal Water District | Designer
As project designer, Ingrid prepared detailed traffic control and construction support plans for a gravity sewer pipeline located within active travel lanes. She developed solutions that shifted traffic into striped median areas and incorporated temporary traffic signal phasing modifications, maintaining safe and efficient traffic operations throughout construction.

Recycled Water Program – Segment 3
Jurupa Community Services District | Designer
Ingrid led the design of comprehensive traffic control and detour plans for this complex, multi-phase recycled water project. She developed 47 distinct traffic control stages to maintain continuous access to adjacent properties and ensure safe traffic flow along the corridor. Her designs accounted for school proximity and community sensitivity, balancing construction efficiency with public safety and mobility.

INGRID MAR

PROJECT ENGINEER | TRAFFIC AND TRANSPORTATION

City of Carson | Project Engineer

As Project Engineer, Ingrid Mar supports the review and preparation of critical traffic control and roadway safety documents. Her responsibilities include plan checking traffic control plans, signing and striping plans, and traffic signal plans. As well as preparing traffic control and signing and striping designs to ensure compliance with applicable standards. She also performs speed survey analysis to inform regulatory speed determinations and roadway safety improvements. Through her technical expertise and thorough plan reviews, Ingrid helps the City maintain safe, efficient, and compliant traffic operations across its transportation network.

On-Call Traffic Engineering Services

City of Cathedral City | Project Engineer

As Project Engineer, Ingrid Mar supports traffic engineering initiatives that enhance roadway safety and operational efficiency. She prepares traffic signal modification plans and conducts speed-survey analysis to evaluate roadway conditions and support regulatory speed determinations. Ingrid applies safe engineering judgement and adherence to applicable traffic engineering standards to develop practical, compliant solutions. Her work helps the City implement targeted traffic improvements to promote safer, more efficient circulation.

On-Call Traffic Engineering Services

City of Palm Springs | Project Engineer

As Project Engineer, Ingrid designs traffic signal modification and striping plans and conducts field reviews for these projects. These projects aim to secure grant funding and address traffic and transportation issues throughout the City. Key projects include:

- Indian Canyon Two-Way Conversion, Pedestrian, & Bicycle Safety Enhancements - Ingrid supported engineering services for this comprehensive corridor improvement project spanning nine intersections. Her contributions included traffic signal and striping design incorporating pedestrian countdown heads, pedestrian detection, accessible pedestrian signals (APS), leading pedestrian intervals (LPI), protected left-turn phasing, high-visibility crosswalks, advanced stop lines, street lighting, and curb bulb-outs with ADA-compliant ramps. These improvements enhanced pedestrian and bicyclist safety while improving overall traffic operations.
- North Palm Canyon Drive Pedestrian Safety Enhancement Project - This project improved safety at 10 signalized intersections along North Palm Canyon Drive from Tachevah Drive to Ramon Road. Ingrid supported corridor safety studies, preparation of Coachella Valley Association of Governments (CVAG) funding applications, and the design of traffic signal and street improvements. Her work included integration of ADA-compliant ramps and coordination with utility providers to facilitate constructability and minimize disruptions.
- Vista Chino (SR-111) and Via Miraleste and North Palm Canyon Drive (SR-111) and Via Escuela Intersection Improvement Project - Ingrid assisted with intersection safety studies, CVAG grant application support, and preparation of traffic signal and street improvement plans. She coordinated ADA ramp design, utility adjustments, and Caltrans Encroachment Permit applications, ensuring compliance with state requirements and streamlined agency approvals.

MIGUEL HURTADO, PE

SENIOR ENGINEER | TRAFFIC AND TRANSPORTATION



EXPERIENCE:
Industry: 17 Years
WEBB: 1 Year

REGISTRATIONS:
Civil Engineer 88091 CA

EDUCATION:
BS, Civil Engineering
California State Polytechnic University, Pomona
MA, Public Administration
California State University, Fullerton

Miguel Hurtado is a Senior Project Engineer with WEBB's Traffic and Transportation Department. He has over 15 years of experience delivering roadway, streetscape, and multimodal transportation improvements for public agency clients throughout Southern and Northern California, with project construction values exceeding $35 million.

Miguel's experience includes urban and rural roadway design, arterial widening, pedestrian and active transportation improvements, intersection and safety enhancements, storm drain infrastructure, ADA compliance, and bridge replacement support. He has prepared PS&E packages, performed geometric roadway and hydrology design, coordinated with utilities and multidisciplinary design teams, managed budgets and schedules, performed QA/QC reviews, and worked directly with clients and stakeholders.

Miguel works closely with WEBB's in-house planning, surveying, traffic, drainage, and construction management teams to deliver coordinated, high-quality transportation solutions that meet agency standards, schedules, and budgets.

PROJECT EXPERIENCE:

Market Street Pedestrian and Streetscape Enhancements
City of Long Beach | Project Engineer
As Project Engineer, Miguel was responsible for a corridor-wide street narrowing and pedestrian enhancement project that included storm drain upgrades and ADA improvements. His role included coordinating with the City and subconsultants and managing design hours and budget tracking in support of the Project Manager.

Roadway Rehabilitation and Streetscape Improvements (Multiple Projects)
City of Long Beach | Project Engineer
Miguel provided design engineering support for more than $25 million in roadway, storm drain, parking lot, traffic, lighting, and landscape improvements on major City corridors. His work included preparation of PS&E documents and coordination with multidisciplinary design teams.

Regional Sports Park and Ballpark Improvements
City of Ontario | Project Engineer
For this fast-tracked project, Miguel supported arterial widening, reconstruction of major roadways, and the design of new interior roads serving a regional sports complex and adjacent commercial development. He coordinated closely with City Staff, utility designers, grading teams, and storm drain engineers throughout design.

Pedestrian Safety Corridor Improvements
City of Long Beach | Project Manager
In his role as Project Manager, Miguel led a three-mile corridor improvement project incorporating raised crosswalks, lane reconfigurations, and multimodal safety enhancements. His responsibilities included schedule and budget management, invoice review, and QA/QC oversight.

ALLISON EDGERLEY, EIT

ASSISTANT ENGINEER | TRAFFIC AND TRANSPORTATION



Allison Edgerley, EIT, is an Assistant Engineer with WEBB's Traffic and Transportation Department, specializing in roadway design and multimodal transportation improvements. She has supported key projects such as the Old Avenue 48 spur of the Arts and Music Line and the Avenue 50 Street Widening from Jefferson Street to Botella Place, assisting with alignment development, design plans, and drainage and right-of-way coordination. Allison also has experience in water, wastewater, and storm drain facility design, hydrology and hydraulics studies, water quality design, erosion control plans, SWPPP reports, and grading plans, bringing broad civil engineering expertise to her transportation work.

EXPERIENCE:
Industry: 13 Years
WEBB: 13 Years

REGISTRATIONS:
EIT 148920 CA

EDUCATION:
BS, Civil Engineering
California State Polytechnic University, Pomona

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Assistant Engineer
Assisted in the design of a multi-jurisdictional bikeway project, providing input on trail alignment, grading, and drainage to integrate infrastructure and recreational components.

District 4 Regional Park Feasibility Study
Riverside County Regional Park and Open-Space District | Assistant Engineer
Supported the feasibility study through the evaluation and documentation of existing infrastructure systems, contributing to the technical assessment and preparation of the final report for park development considerations.

Engineering Services Mountain Gate TR 36430-1F
D.R. Horton, Inc. | Assistant Engineer
Prepared detailed water quality and drainage designs and assisted in storm drain plan preparation for this residential subdivision.

Engineering Services Mountain Gate TR 36430-1F
D.R. Horton, Inc. | Assistant Engineer
Prepared residential precise grading and house plotting plans to support infrastructure construction and home-building activities.

Perris Valley Storm Drain Trail, Phase 2
City of Perris | Assistant Engineer
Supported the design of bike and pedestrian trail improvements, including coordination of storm drain, grading, and utility considerations along the corridor.

Final Eng TR 29997 Mill Creek
Assistant Engineer
Supported final design efforts through house plotting and residential precise grading plan preparation for single-family development.

Ethanac and Byers Entitlement
Capstone Advisors | Assistant Engineer
Prepared conceptual grading, water quality management, and drainage designs to support entitlement applications for a mixed-use industrial development within the City of Menifee.

Perris Airport Entitlement
MC Blackacre LLC | Assistant Engineer
Provided entitlement-level grading, water quality, and drainage design services for the proposed industrial warehouse development on 77+ acres at the southeast corner of Goetz Road and Ellis Avenue in the City of Perris, supporting preliminary planning and approval efforts.

Calimesa Blvd and Singleton Road Entitlement
Birtcher Development | Assistant Engineer
Prepared conceptual grading, water quality, and drainage plans to support entitlement processing for a proposed industrial development.

River's Edge Ranch Entitlement
The River's Edge | Assistant Engineer
Provided conceptual grading, water quality, and drainage design support for the entitlement package of a small, 20-acre residential and mixed-use community.

Ackerstone Final Design
Acker-Stone | Assistant Engineer
Performed precise grading and water quality design revisions to support the final engineering phase of site development improvements.

Engineering Services for Romoland Sultanas
Lennar Homes, Inc. | Assistant Engineer
Developed plans for on-site sewer, domestic water, recycled water, and storm drain systems to support residential infrastructure improvements.

Capstone Advisors Consulting Services
Capstone Advisors | Assistant Engineer
Prepared engineering plans for off-site and on-site improvements including street, domestic water, and storm drain systems, as well as supporting drainage reports for entitlement and design coordination.

COLE BENNER, EIT

ASSISTANT ENGINEER | TRAFFIC AND TRANSPORTATION



Cole Benner, EIT, is an Assistant Engineer with WEBB's Traffic and Transportation Department, where he supports the design and development of civil engineering projects. Cole assists project managers and teams produce detailed plans, specifications, and estimates, ensuring all deliverables align with agency standards and project goals.

His work includes analyzing design alternatives, developing cost-effective solutions, and reviewing design details to enhance constructability and project quality. Cole brings strong problem-solving and communication skills to each assignment and is committed to continuous learning and collaboration within interdisciplinary teams.

EXPERIENCE:
Industry: 5 Years
WEBB: 1 Year

REGISTRATIONS:
Engineer in Training EIT 184108 CA

EDUCATION:
MS, Civil and Environmental Engineering
University of California, Berkeley
BS, Civil Engineering
University of California, Berkeley

PROJECT EXPERIENCE:

Avenue 50 Street Improvement Project - Phase 2
City of Indio | Associate Engineer
WEBB is currently partnering with the City of Indio on Phase 2 of the Avenue 50 Street Improvement Project between Madison Avenue and Botella Way. The project will enhance multimodal transportation along the corridor while improving safety and accessibility for pedestrians, cyclists, and the large number of attendees traveling through the area during the Coachella and Stagecoach festivals. Cole supports project delivery by preparing roadway improvement plans, construction cost estimates, and Plans, Specifications, and Estimates (PS&E).

Avenue 50 Street Improvement Project - Phase 1
City of Indio and City of La Quinta | Assistant Engineer
In partnership with the Cities of Indio and La Quinta, WEBB designed improvements to the Avenue 50 corridor between Jefferson Street and Madison Street, including sidewalks, separated bike lanes, and multi-use trails that improve connectivity, promote active transportation, and enhance safety for pedestrians and cyclists. Cole contributed to the design by developing horizontal and vertical roadway geometry and coordinating extensively with the local electric utility to identify underground utility alignments that minimized the number and extent of required easements while accommodating project constraints.

Barberry Avenue Starbucks Left-Turn Pocket
Town of Yucca Valley | Assistant Engineer
Cole supported the Town of Yucca Valley in preparing PS&E for the addition of a left-turn pocket serving a recently completed Starbucks development. He assisted in revising the original raised median design to a painted median, reflecting the Town's preferred roadway configuration.

CV Link Community Connectors Alternative Corridor Analysis
Coachella Valley Association of Governments (CVAG) | Assistant Engineer
WEBB is supporting CVAG in planning and developing the CV Link Community Connectors Project. Cole prepared construction cost estimates for bicycle and pedestrian improvements across 104 roadway segments, organized into 29 alternative projects, to support future Active Transportation Program (ATP) grant applications. Working closely with partner consultants, he helped develop standardized estimating templates that improved consistency, streamlined estimate preparation, and provided flexibility to accommodate future scope and cost revisions.

DEBORAH SAULINA

SENIOR PROJECT COORDINATOR | TRAFFIC AND TRANSPORTATION



EXPERIENCE:
Industry: 20 Years
WEBB: 12 Years

Deborah is a Senior Project Coordinator with extensive experience supporting transportation, traffic, utility, infrastructure, and land development projects for public agency clients throughout Southern California. She specializes in utility research and coordination, agency liaison services, project administration, proposal development, invoicing support, stakeholder communication, document management, and project delivery support. Deborah excels at tracking project deliverables, schedules, and interdepartmental tasks to help keep projects on time and within scope while maintaining clear communication among project teams, public agencies, utility providers, and stakeholders. She has extensive experience coordinating with agencies and utility owners including IID, CVWD, Southern California Gas, Frontier, Spectrum, Verizon, and Caltrans to identify and resolve utility conflicts and support successful project delivery. Known for her strong organizational skills, attention to detail, proactive follow-up, problem-solving abilities, and commitment to quality, Deborah is a key resource in facilitating collaboration and maintaining momentum on complex multidisciplinary projects.

PROJECT EXPERIENCE:

Jackson Street Improvements – Avenue 49 to Avenue 52 (TS1901)
City of Indio | Project Coordinator/Utility Coordinator
Deborah coordinated utility research, conflict identification, and agency communication for a major roadway widening and infrastructure improvement project. She served as the liaison among utility providers, public agencies, right-of-way specialists, and the project team while managing utility tracking, potholing coordination, project documentation, and stakeholder communication. Her efforts helped resolve utility conflicts and support project progression through design and right-of-way acquisition phases.

Indio Sports Park
City of Indio | Project Coordinator/Utility Coordinator
Deborah coordinated utility and agency communications for development of the Indio Sports Park, including site improvements, roadway enhancements, utility infrastructure, and public amenities. She collaborated with IID, project consultants, survey teams, and City staff to obtain utility information, process easements, and support utility relocation efforts. Her coordination helped secure critical easements and maintain effective communication among stakeholders throughout design and construction.

The Civic Center Storm Drain (SD2201) and Oasis Street Beautification (ST2303) Projects
City of Indio | Project Coordinator/Utility Coordinator
Deborah supported utility investigations, conflict analysis, and coordination activities for a storm drain improvement and streetscape enhancement project. She coordinated with utility owners, consultants, and City staff to facilitate communication, project tracking, plan development support, and bid-phase activities. Her work helped identify utility conflicts and advance the project through design, bidding, and construction support.

JESSIE COREA, PLA

ASSOCIATE LANDSCAPE ARCHITECT I LANDSCAPE ARCHITECTURE



Jessie Corea is a landscape architect with over ten years of experience delivering commercial, industrial, land development, and public park projects. His expertise spans all phases of project delivery, from schematic design and design development through construction documentation, ensuring cohesive, well-managed, and site-responsive outcomes.

Jessie's approach is rooted in collaboration. He works closely with clients, multidisciplinary teams, and community stakeholders to create landscapes that are functional, resilient, and reflective of the communities they serve. His designs are informed by a strong understanding of site-sensitive planning, construction methodologies, and budget-conscious strategies, allowing him to craft thoughtful solutions that balance aesthetics with technical feasibility.

Jessie's project management style emphasizes clear communication and teamwork throughout the entire project lifecycle, ensuring that all aspects such as programming, budget, environmental compliance, and schedule are aligned and executed efficiently. His ability to manage complex stakeholder input and deliver high-quality outcomes makes him a valuable asset to any public space or conservation-focused project.

EXPERIENCE:
Industry: 13 Years
WEBB: 8 Years

REGISTRATIONS:
Landscape Architect 6840 CA

EDUCATION:
BS, Landscape Architecture
California State Polytechnic University, Pomona
AA, Liberal Arts
Chaffey Community College
AA, Math/Sciences
Chaffey Community College

AFFILIATIONS:
International Council of Shopping Centers
American Society of Landscape Architects

PROJECT EXPERIENCE:

Western Gage Median Park
Los Angeles Neighborhood Initiative | Lead Project Designer
As Lead Project Designer, Jessie helped manage and guide the landscape architecture team through the design of the Western and Gage Pocket Park in South Los Angeles. The project addressed long-standing issues of pedestrian disconnection, safety, and lack of accessible green space at the intersection of Western and Gage Avenues.

Grounded in extensive community engagement, Jessie helped capture residents' concerns about traffic safety, inadequate public amenities, and the need for welcoming and equitable spaces. LADOT and LAPD traffic studies confirmed the intersection's hazards caused by traffic congestion, freeway spillover, and poor pedestrian infrastructure, which were strongly echoed by local stakeholders.

Jessie's project management approach ensured effective coordination among community members, city departments, and technical consultants. The final design reflects both the functional requirements and the lived experiences and aspirations of the South LA community it serves.

Rancho Las Flores Park Expansion
City of Coachella | Project Manager
As Project Manager, Jessie led WEBB's Landscape Architecture team in the design and delivery of a 15-acre expansion to Rancho Las Flores Park, creating a vibrant, inclusive, and culturally reflective public space for the City of Coachella.

Jessie directed a robust community outreach process to engage residents and stakeholders, resulting in a concept grounded in three guiding principles: inclusion, connectivity, and expansion. The design integrates

Coachella's local history, regional identity, and artistic character while addressing the community's diverse recreational needs.

Throughout all project phases, from schematic design through construction documentation, Jessie ensured seamless coordination among interdisciplinary teams, including civil, structural, and MEP consultants and city representatives. His leadership kept the project on schedule and aligned with city objectives and community expectations.

Green Valley Park
RainTree Investment Corporation | Project Designer
Jessie served as Project Designer for Green Valley Park, helping transform an underutilized stormwater detention basin into a multifunctional community park. He helped integrate active and passive recreation while preserving the site's stormwater management function, organizing flood-tolerant amenities in lower areas and locating playgrounds, picnic shelters, and gathering spaces on higher ground. During bidding and construction, Jessie supported value engineering efforts by refining details, evaluating material substitutions, and helping maintain the design vision while addressing budget challenges.

Skid Row Connectivity and Safety Project, Active Transportation Program Grant Applications
Los Angeles Neighborhood Initiative | Project Manager
Jessie served as Project Manager for the Skid Row Connectivity and Safety Project, a transformative active transportation effort in Downtown Los Angeles that addressed long-standing issues of disconnection, blight, and underinvestment. The project improves mobility, safety, and equity for pedestrians, cyclists, residents, and businesses throughout the neighborhood.

The proposed improvements included over 23,000 linear feet of Class IV bike lanes, new bike infrastructure such as racks, lockers, bike share and e-bike stations, significant sidewalk reconstruction and widening, 76 upgraded ADA ramps, 57 enhanced crosswalks with safety features, hydration stations, urban street furniture, and the planting of 500 street trees along nearly 10,000 linear feet of road diet implementation.

Jessie collaborated closely with WEBB's Traffic and Transportation team to develop a comprehensive Active Transportation Program grant application booklet for the City of Los Angeles 14th District and the Los Angeles Neighborhood Initiative. His project management responsibilities included coordinating cross-discipline input, organizing stakeholder meetings, leading site planning efforts, and producing high-quality graphics and visual communication materials. The final deliverable presented a compelling vision for a safer and more connected Skid Row corridor.

GUILLERMO GONZALEZ, PLA, ASIC

SENIOR LANDSCAPE ARCHITECT | IRRIGATION DESIGN SPECIALIST | RECYCLED WATER EXPERT | LANDSCAPE ARCHITECTURE



EXPERIENCE:
Industry: 13 Years
WEBB: 12 Years

REGISTRATIONS:
Landscape Architect PLA 6294 CA

EDUCATION:
BS, Landscape Architecture
California Polytechnic University, Pomona
AS, Architecture
Riverside Community College

AFFILIATIONS:
American Society of Irrigation Consultants
Irrigation Association

Guillermo Gonzalez is a licensed Senior Landscape Architect with WEBB's Landscape Architecture Department. He has over a decade of experience designing and managing diverse projects across parks and open spaces, streetscapes, and commercial, industrial, institutional, and residential developments. His streetscape design experience emphasizes creating cohesive, pedestrian-oriented environments that enhance mobility, safety, and visual character while integrating infrastructure seamlessly into the public realm. Guillermo thrives in multidisciplinary environments and brings a unique blend of engineering precision and landscape architecture principles, balancing stability, efficiency, and functionality with sustainability, aesthetics, and community impact.

A recognized expert in irrigation planning and design, Guillermo specializes in recycled water systems, guiding projects from conceptual design through construction. He holds a Recycled Water Site Supervisor Certification and serves as a consulting plan checker for Eastern Municipal Water District, where he provides technical guidance across all phases of recycled water planning and contributes to developing district standards and guidelines.

With in-depth knowledge of Southern California flora and a strong command of local and state irrigation regulations, Guillermo ensures regulatory compliance, design integrity, and ecological sensitivity throughout every project phase. He remains actively involved in professional development through the American Society of Irrigation Consultants, where he has served as a panelist speaker and received an honor award for Innovative Irrigation Design Methods with Recycled Water in 2025. He is also involved with the Irrigation Association, contributing to advocacy committees and staying at the forefront of emerging technologies and best practices in sustainable irrigation.

PROJECT EXPERIENCE:

Green Valley Park
RainTree Investment Corporation | Architect of Record/Lead Irrigation Designer
Guillermo served as Co-Landscape Architect of Record and Lead Irrigation Designer for Green Valley Park, leading the conceptual design in coordination with Raintree and the City of Perris. He contributed to all phases of final design, including preparation of construction documents, planting and irrigation plans, and development of custom landscape details and specifications to supplement limited city standards. Guillermo also supported construction administration by handling material submittals and responding to RFIs, ensuring design intent was maintained in the field. His contributions enabled a cohesive, constructible design and supported efficient project delivery from concept through construction.

Mecca Neighborhood Park and Greening Project - Triangle Park
County of Riverside | Project Designer/Irrigation and Site Design
Guillermo supported the project as the lead designer for the conceptual plan used to pursue grant funding. His role included site design, irrigation design, and development of design concepts that responded to community needs and project goals. He also participated in the project interview, helping communicate the value of the park improvements to the community and the design considerations that shaped the proposed improvements.

JOSEPH CALDWELL, PE, QSD, QSP, CFM

PRACTICE AREA LEADER | WATER RESOURCES



Joseph Caldwell, PE, QSD, QSP, CFM, is the Practice Area Leader with WEBB's Water Resources Department. He leads staff development and oversees the department's quality assurance/quality control program, ensuring all projects meet technical standards from concept through final design.

Joseph specializes in master drainage planning, backbone drainage infrastructure, and water quality systems for regional flood control projects. A Certified Professional in Erosion and Sediment Control and Storm Water Quality, he brings expertise in hydrology, hydraulics, and environmental compliance.

His experience includes designing regional flood control basins, levees, and miles of backbone drainage infrastructure, as well as hydrologic and hydraulic modeling of the San Jacinto River from Railroad Canyon to the existing Army Corps levee in the City of San Jacinto. Joseph's extensive knowledge of local agency design standards and strong professional relationships enable efficient project delivery and approval.

EXPERIENCE:
Industry: 24 Years
WEBB: 24 Years

REGISTRATIONS:
Civil Engineer C 67239 CA
Civil Engineer 030017 NV
Civil Engineer C 76114 AZ
Civil Engineer 14217483 UT
Civil Engineer 0066347 CO

CERTIFICATIONS:
Qualified SWPPP Developer QSD 00076
Qualified SWPPP Practitioner QSP 00076
Certified Floodplain Manager CFM

EDUCATION:
BS, Civil Engineering
Brigham Young University
MS, Civil Engineering
Brigham Young University

AFFILIATIONS:
American Society of Civil Engineers
American Public Works Association
Floodplain Management Association

PROJECT EXPERIENCE:

Heacock Channel March Joint Powers Authority
Riverside County Flood Control and Water Conservation District | Project Manager
Joseph managed Phase 3 of the Heacock Channel Design Project, leading the preparation of final improvement plans, traffic control plans, and hydrology/hydraulic analyses for approximately 3,600 LF of channel. He coordinated all project activities, including design team meetings, quality control, and permitting, ensuring regulatory compliance and approval readiness. His leadership facilitated efficient project delivery and alignment with regional flood control objectives.

San Jacinto River Stage 3 Master Plan
Riverside Flood Control and Water Conservation District | Project Manager
As Project Manager, Joseph led the evaluation of hydrologic models and conceptual designs for floodplain management, infrastructure impacts, and environmental compliance. He coordinated stakeholder engagement, developed planning studies, and presented recommendations to the Advisory Board, including MSHCP compliance, CEQA strategy, and development constraints.

Hemet MDP Line C, Stage 4
Riverside County Flood Control and Water Conservation District | Project Manager
Joseph managed the Stage 4 extension of Hemet MDP Line C, delivering surface flood relief and protection for a heavily developed urban area. He oversaw preliminary design reports, utility coordination, and preparation of final design plans and specifications for a backbone drainage facility, ensuring constructability and compliance with master plan requirements. His leadership facilitated critical flood mitigation for the City of Hemet.

Perris Valley Commerce Center Specific Plan and EIR
City of Perris | Project Engineer
Joseph completed hydrologic and hydraulic analyses for the Perris Valley Commerce Center Specific Plan, developing planning-level cost estimates and conceptual drainage infrastructure plans. He prepared GIS-based mapping and exhibits to support the City's planning, entitlement, and environmental review processes, ensuring consistency with regional flood control standards and Specific Plan objectives.

Eastern Coachella Valley Stormwater Master Plan and EIR
Coachella Valley Water District | Project Manager
Joseph managed the development of the Eastern Coachella Valley Stormwater Master Plan, coordinating subconsultant activities and providing technical oversight of hydrologic and hydraulic analyses. He led the preparation of the Master Plan reports, developed planning-level cost estimates, and ensured the study aligned with regional flood control objectives and CVWD design standards.

Bedford Wash Channel
Riverside County Flood Control and Water Conservation District | Project Manager
Joseph led preliminary planning and engineering for the Bedford Wash Channel extension, transitioning the design from a fully concrete channel to a soft-bottom system while meeting flood control criteria. He coordinated environmental permitting, sediment transport analysis, and structural integrity evaluations, ensuring minimal habitat impact. His oversight delivered a technically sound and environmentally sensitive flood control solution.

Homeland/Romoland Master Drainage Plan and EIR
Riverside County Flood Control District and Water Conservation District | Project Engineer
Joseph performed hydrologic and hydraulic calculations in support of the Homeland/Romoland Master Drainage Plan and EIR, preparing planning-level cost estimates and conceptual layouts for proposed facilities. He developed GIS-based exhibits to support environmental documentation and stakeholder coordination, ensuring consistency with District criteria and long-range flood control planning needs.

University Wash Storm Drain Project
Riverside County Flood Control and Water Conservation District | Technical Advisor
Joseph provided technical guidance for the design of a 2,450-LF, 90-inch storm drain through a developed industrial corridor. He coordinated planning, analysis, and construction logistics with local businesses to minimize operational disruptions while ensuring hydraulic efficiency and regulatory compliance. His oversight enabled the storm drain to be successfully integrated into existing infrastructure with minimal impact.

North Indio Regional Flood Control Channel
Coachella Valley Water District | Technical Advisor
Joseph served as Technical Advisor for over three miles of concrete-lined flood control channels, overseeing hydraulic analysis, preliminary design, and environmental documentation. He guided the preparation of final design plans, specifications, CLOMR, and LOMR submissions while coordinating public outreach and right-of-way acquisition. His contributions enhanced regional flood protection and ensured project readiness for construction.

San Jacinto Valley MDP Line E Preliminary Design Report
San Jacinto Master Developer, LLC | QA/QC
Joseph prepared updated MDP hydrology based on the original master drainage plan and provided technical oversight during preliminary design evaluations. He served as the liaison with the Riverside County Flood Control and Water Conservation District, coordinating design assumptions, review processes, and approval pathways to support project advancement.

MARCO GONZALEZ

ASSISTANT ENGINEER | WATER RESOURCES



Marco Gonzalez, EIT, is an Assistant Engineer with WEBB's Water Resources Department. In his role, Marco contributes to project designs across all phases, from initial planning through construction. He has supported various public works projects, including stormwater, water reclamation, and water and wastewater treatment systems.

Marco's technical expertise includes developing plans, hydraulics and hydrology reports, and project specifications for storm drainage projects. He has also actively supported projects involving water distribution and sewer collection systems for tract developments and other water resources initiatives, providing essential technical analysis and design support to ensure projects are delivered efficiently and in compliance with regulatory standards.

EXPERIENCE:
Industry: 7 Years
WEBB: 5 Years

REGISTRATIONS:
Engineer in Training EIT 178290 CA

EDUCATION:
BS, Civil Engineering
California State Polytechnic University, Pomona
AA, Physics, Math, Liberal Studies
Los Angeles City College

PROJECT EXPERIENCE:

The Civic Center Storm Drain (SD2201) and Oasis Street Beautification (ST2303) Projects
City of Indio | Design Engineer
Marco served as the design engineer for the Civic Center Storm Drain Project, supporting improvements to downtown Indio's drainage system. He prepared final improvement plans, hydrology and hydraulic reports, cost estimates, and project specifications for approximately 10,000 LF of reinforced concrete pipe. Marco's work included integrating the new storm drain mainline along Requa Avenue with the MaxWell Plus drainage system and connecting to an underground retention system within the greenbelt between Jackson Street and Marshall Street, ensuring efficient stormwater conveyance and long-term system performance.

JASON ARDERY, PE, TE, LLS, CPESC, QSD, QSP

DEPUTY DIRECTOR | LAND SURVEY AND MAPPING



Jason Ardery is a licensed Civil Engineer, Traffic Engineer, and Land Surveyor with over 20 years of experience delivering public and private infrastructure projects across Southern California. As Deputy Director of Land Survey and Mapping at WEBB, Jason brings a unique blend of technical precision and leadership, with a strong emphasis on land surveying and its critical role in planning, entitlement, and construction.

Throughout his career, Jason has led multidisciplinary teams of engineers, surveyors, and planners in successfully executing municipal infrastructure, residential subdivisions, commercial centers, and industrial developments. His deep understanding of boundary and topographic surveys, ALTA/NSPS Land Title Surveys, construction staking, and legal mapping has been instrumental in ensuring project accuracy, regulatory compliance, and timely delivery.

Jason's surveying expertise is complemented by his leadership in entitlement processes, including General Plan Amendments, Specific Plans, Tentative Maps, and Williamson Act cancellations. He played a pivotal role on the City of Eastvale's General Plan Advisory Committee, helping shape the city's first General Plan—a testament to his commitment to public service and community development.

In addition to his technical credentials, Jason holds CPESC, QSD, and QSP certifications and is a certified sUAS Remote Pilot, enabling him to integrate drone-based surveying into modern workflows. He is a graduate of Cal Poly Pomona with a BS in Civil Engineering and remains active in professional organizations such as ASCE and CLSA. Jason also serves as President of his homeowners' association, further demonstrating his dedication to civic engagement.

EXPERIENCE:
Industry: 24 Years
WEBB: 22 Years

REGISTRATIONS:
Civil Engineer C 71508 CA
Traffic Engineer 2618 CA
Licensed Land Surveyor 9329 CA

CERTIFICATIONS:
Certified Professional in Erosion and Sediment Control 6561
Qualified SWPPP Developer/ Practitioner 20935
FAA Part 107 Certified Drone Operator

EDUCATION:
BS, Civil Engineering
California State Polytechnic University, Pomona

AFFILIATIONS:
American Society of Civil Engineers
California Land Surveyors Association

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Technical Advisor
Jason served as Technical Advisor, providing quality review of utility information incorporated into design drawings and advising on right-of-way and easement requirements. He led the research and evaluation of existing land rights, coordinated the preparation and review of legal descriptions and plats, and worked closely with Land Survey and Mapping and design team staff to align survey data with project needs. His coordination supported accurate right-of-way acquisition, reduced risk during final design, and ensured legally defensible mapping for project delivery.

Riverside Transmission Reliability Project
Vernola Trust | Principal in Charge
As Principal in Charge, Jason provided leadership and oversight on this complex project involving Southern California Edison (SCE) and the City of Riverside. The project required evaluating the impacts of a proposed overhead powerline alignment across multiple private properties. Jason oversaw the engineering support provided to property owners, ensuring thorough analysis of SCE easement restrictions, existing and

proposed easements, and access conditions. Under his direction, the team assessed developable land, prepared net and gross acreage calculations, and developed a range of technical exhibits to support property owner interests throughout the alignment process.

City of Santa Ava vs Rim Portofino
Murphy & Evertz | Technical Expert
As Technical Expert, Jason supported this litigation-related effort through the preparation and review of a boundary survey for the subject property. His responsibilities included the detailed analysis of the Litigation Guarantee, review of deeds and easement documents, and extensive research of existing maps, survey records, and supporting documentation. Jason also oversaw plotting existing property lines and easements based on record data to support the legal evaluation of property boundaries.

Caltrans 42B4956 vs Aim High
California Department of Transportation | Technical Expert
As Technical Expert, Jason provided specialized support for this Caltrans-led project focused on the construction of a new bypass connection between State Highways 138 and 18. Jason comprehensively reviewed development potential and property impacts in pre- and post-construction conditions. His analysis addressed key factors including property boundaries and areas, land use and zoning regulations, setbacks, access modifications, grading constraints, drainage patterns, floodplain considerations, and existing utility infrastructure. His technical insight ensured informed decision-making and minimized adverse impacts to surrounding properties.

Eastvale Civic Center
City of Eastvale | Project Manager
Jason served as Project Manager, leading the WEBB team in delivering civil engineering and surveying services for the Eastvale Civic Center. The team identified underground utilities, easements, and property boundaries using entitlement-phase data and field surveys to support design efforts. WEBB prepared street, storm drain, waterline, signing and striping, and street lighting plans for the extension of Schleisman Road, including a roundabout and intersection improvements at Hamner Avenue. Jason also coordinated with the adjacent Hamner Place development and managed a team of subconsultants to provide a complete and coordinated design package. WEBB continues to support the City through construction.

Goodman Commerce Center
City of Eastvale | Project Manager and Principal Engineer
Jason served as Project Manager for the Goodman Commerce Center, a major commercial and industrial business park in northern Eastvale. The project featured extensive site enhancements, including water quality basins, a pedestrian walking trail, benches, LED light bollards, low-water-use landscaping, buffer planting zones, and decorative rock features. Jason oversaw WEBB's delivery of landscape architecture, entitlement processing, final engineering, and mapping services for Business Park Parcels 3 and 4. The project also involved a General Plan Amendment to change the land use designation from High Density Residential to Light Industrial, Business Park, and Commercial Retail, supporting the City's long-term vision for economic growth and development.

Vernola Marketplace Apartment Community
Bridge Investment Group | Project Manager and Principal Engineer
Jason served as Project Manager for the Vernola Marketplace Apartment Community, a 17-acre multi-phase residential development in the City of Jurupa Valley. He led WEBB's civil engineering scope, managing entitlement approvals and all site engineering tasks. Jason oversaw the preparation of phased Rough Grading Plans to accommodate a Riverside County Flood Control easement, and a Precise Grading Plan in compliance with City standards. He directed the design of On-Site Water and Sewer Plans and coordinated separate Off-Site Utility Plans to connect with Jurupa Community Services District infrastructure, ensuring the project met all requirements for domestic water, sanitary sewer, and fire protection.

CARLOS SILVA, LLS

PROFESSIONAL LAND SURVEYOR | LAND SURVEY AND MAPPING



Carlos Silva, LLS, is a Professional Land Surveyor in WEBB's Land Survey and Mapping Department. He brings 20 years of experience in all aspects of surveying, both in the field and office. As a project surveyor, his responsibilities include right-of-way mapping, survey records, legal descriptions and exhibits, and ALTA surveys.

EXPERIENCE:
Industry: 28 Years
WEBB: 4 Years

REGISTRATIONS:
Licensed Land Surveyor 9552 CA

CERTIFICATIONS:
Certified LS Survey Party Chief, Operating Engineers Local 12

EDUCATION:
San Bernardino Community College

AFFILIATIONS:
California Land Surveyors Association, Riverside/San Bernardino Local Chapter

PROJECT EXPERIENCE:

Highway 86 Water Transmission Pipeline Phase 3 and 4
Coachella Valley Water District | Land Surveyor
Carlos served as a Land Surveyor responsible for right-of-way mapping along a six-mile stretch of Highway 86, extending south from the Riverside County line. His efforts supported the alignment and design of major water transmission infrastructure.

Chino Wells 4 and 6 Treatment Project
Hazen and Sawyer | Land Surveyor
Carlos provided boundary mapping for the project site and surrounding parcels, ensuring accurate documentation for the planning and development of new well treatment facilities.

Indio Sports Park
City of Indio | Land Surveyor
As a Land Surveyor, Carlos performed boundary and topographic mapping for the proposed sports park, supporting land use planning and design for the recreational facility.

Hillwood-New Perris Commerce Center
City of Perris | Land Surveyor
Carlos was responsible for preparing ALTA surveys and boundary mapping for this large-scale industrial development, enabling entitlement and permitting processes.



PREEMPTION DESIGN LEAD

Jason Stack TE, PTOE

Jason is the founder of STC Traffic and has over 27 years of experience managing traffic engineering and ITS projects. He is a recognized expert in grade crossing preemption and traffic operations and systems projects. He has led planning, design, and implementation efforts for the most complex grade crossing systems in California, including every type of system service and improvement. He has authored systemwide design criteria, standards, and safety studies for Metrolink, NCTD, Caltrain, and CPUC.

Years of Experience: 27

Years with STC: 19

Location: Carlsbad, CA

Education

B.S. Civil Engineering, University of Massachusetts at Lowell, 1999

Professional Registrations

Professional Engineer (Traffic) CA, #2790

Professional Traffic Operations Engineer, USA, #4174

Relevant Experience

City of Perris, Case Road Improvements Project, 2020-Present

Preemption Design Lead. STC is providing traffic engineering services to support construction of roadway improvements on Case Road adjacent to the Metrolink Perris Valley Line. Project improvements include modified traffic signals at three intersections. The Ellis Avenue and Mapes Road intersections include grade crossings and the traffic signals require interconnection with rail signaling for preemption. Jason is responsible for document review, development of preemption phasing and timing, and coordination with Metrolink and CPUC.

City of National City, 8th Street Bike & Pedestrian Enhancements, 2025-Present

Project Manager. Jason is overseeing the delivery of a fully integrated bike path, roadway, and rail system at the intersection of a BNSF at-grade railroad crossing. Project stakeholders include MTS, NBSD, BNSF, SANDAG, CPUC, the Port of San Diego, and Caltrans. Jason was responsible for studying the operating condition of the intersection with project improvements, outlining the impacts and performance characteristics of various improvements, and determining optimal roadway geometrics and control features.

City of Vista, Inland Rail Trail Bikeway Project, 2019-2020

Principal Lead. The intersection at Mar Vista and Philips Street was critical to the safe operation of the railroad crossing signals and new street traffic signal. STC completed the project under a critical path turnaround. Jason reviewed the grade crossing traffic signal design, designed the preemption operation, and implemented the new preemption operation with advanced preemption circuitry, gaining approval from the City of Vista, NCTD, CPUC, and SANDAG within a constrained timeframe.

City of Encinitas, Chesterfield Grade Crossing Improvements, 2015-2019

Principal Lead. As part of the San Elijo Lagoon Double Track Project, modifications were required to the at-grade rail crossing at Chesterfield Drive between two closely spaced, signalized intersections. STC was tasked with implementation and integration of an advanced 16-phase traffic operations plan to ensure safe, efficient preemption of the crossing and clearance of vehicles. Jason supervised: traffic signal timing and operations; equipment upgrades; systems integration, testing and verification; and coordination with project stakeholders, including SANDAG, NCTD, CPUC, and City of Encinitas.



SYSTEMS AND OPERATIONS LEAD

Adam Lemberg IMSA III

Adam has over 29 years of experience installing, troubleshooting, and maintaining traffic signals and communication networks. Prior to joining STC, Adam worked for McCain, Inc. for 14 years, where he installed many of the advanced traffic management systems in Southern California and the infrastructure necessary for network communications. Adam is a regional expert in traffic signal and ITS systems and technologies, experienced in managing sophisticated intersections and highly recognized for his ability to build communications networks and solve complex electrical and communications problems.

Years of Experience: 29
Years with STC: 13
Location: Carlsbad, CA

Certifications
IMSA Level 3 - Traffic Signal Senior Field Technician

Relevant Experience

City of Perris, Case Road Improvements Project, 2020-Present

Principal Systems Engineer. STC is providing traffic engineering services to support construction of roadway improvements on Case Road adjacent to the Metrolink Perris Valley Line. Project improvements include modified traffic signals at three intersections. The Ellis Avenue and Mapes Road intersections include grade crossings and the traffic signals require interconnection with rail signaling for preemption. Adam is responsible for traffic signal operations and activation support, including signal timing development, bench testing, implementation, and fine-tuning.

City of San Diego, Sassafras Street Widening, 2022-2023

Principal Systems Engineer. STC provided traffic engineering and construction support for traffic signal improvements associated with the street widening. Adam was responsible for development of signal timing and signal programming for new, modified, and preempted signals, design and configuration of the railroad peer-to-peer interconnect circuit and traffic signal communications, and signal turn-on support, testing, and commissioning.

City of Vista, Inland Rail Trail Bikeway Project 2019-2020

Principal Systems Engineer. STC provided construction support services for a newly designed traffic signal in the City of Vista at a SPRINTER at-grade crossing, which required highly specialized signal timing and traffic signal operations. Adam was responsible for providing direction to the contractor before and during construction for proper wiring and installation; coordinating with the rail side to perform field tests and observe and verify the intended operation and adjust as necessary; providing activation day support for the turn-on and verifying and adjusting as necessary; and providing post-activation observations and adjustments.

SBCTA, Redlands Passenger Rail Project, 2016-2022

Principal Systems Engineer. STC was responsible for coordinating and executing traffic engineering design at 26 grade crossings, fiber optic communications design, and Customer Information Systems (CIS) design for five station platforms. The fiber optic system was designed to connect hundreds of network devices. Adam was responsible for configuration/integration support for the traffic signals, communications, and surveillance systems, and signal timing development, bench testing, implementation, and fine-tuning.



TRAFFIC ENGINEERING DESIGN LEAD

Christian Lambarth PE, TE, PTOE

Christian has over 17 years of experience managing traffic engineering projects throughout Southern California, specializing in traffic operation analysis and design of traffic signals, signing and striping, traffic control, street lighting, and traffic signal interconnect. Christian leads traffic engineering design projects for STC's on-call contracts and has provided design and construction support for regionally significant rail projects.

Years of Experience: 17

Years with STC: 10

Location: Carlsbad, CA

Education

B.S. Civil Engineering, Michigan State University, East Lansing, 2009

Professional Registrations

Professional Engineer (Civil) CA, #86675

Professional Engineer (Traffic) CA, #2927

Professional Traffic Operations Engineer, USA, #5180

Relevant Experience

City of Perris, Case Road Improvements Project, 2020-2021

Traffic Design. STC provided traffic engineering services to support construction of roadway improvements on Case Road adjacent to the Metrolink Perris Valley Line. Project improvements included modified traffic signals at three intersections. The Ellis Avenue and Mapes Road intersections included grade crossings and required interconnection with rail signaling for preemption. Christian oversaw review of existing preemption interconnect, phasing and timing, proposed geometric layouts in consideration of Metrolink and CPUC standards and traffic operations, and traffic signal modification plans. The project required coordination with the City, Metrolink, and CPUC for permitting.

Metro, Southeast Gateway Line, 2024-Present

Traffic Design Lead. As part of the West Santa Ana Branch Transit Corridor project, the Southeast Gateway Line is a new light rail transit line that will connect southeast LA County to downtown Los Angeles. Christian is managing development of 30% preliminary design for traffic signal modifications, including new relocated signal, poles, and traffic controllers with interconnect and utility conflicts for nineteen intersections and development of traffic signal phasing and railroad/LRT preemption.

SBCTA, Redlands Passenger Rail Project, 2016-2022

Traffic Design Lead. STC supported construction of the new Arrow rail line in San Bernardino/Redlands, a $300 million extension of the Metrolink line along nine miles of existing right-of-way. Christian led traffic engineering elements of the project, including coordination and oversight for design of traffic signals, signing and striping, and traffic control for 26 at-grade crossings, and development of the Traffic Signal Operations Plan, which included evaluation of all at-grade crossings along the corridor and adjacent traffic signals to determine need for preemption and queue management.

Metrolink, As-Needed Design Review Services, 2023-Present

Traffic Design Lead. Christian provides as-needed grade crossing design review services to support multiple projects through various stages of design. Efforts include review of the GO 88-B application for intersection modifications at the City of Irwindale Azusa Canyon Road grade crossing, review of design plans and traffic operations analysis for intersection and grade crossing improvements at 3 separate locations in the City of Lancaster, preemption design review for City of Palmdale Avenue P Crossing, and design review and traffic and pedestrian study review for City of Palmdale Avenue R Crossing.

GEOCON

LISA BATTIATO, CEG, APM, LEED AP

REGIONAL MANAGER/SENIOR ENGINEERING GEOLOGIST



Ms. Lisa Battiato has 30 years of experience providing geologic consulting services throughout California. Her expertise includes geotechnical investigations, seismic hazard evaluations, fault, landslide, and liquefaction assessments, geologic mapping, pavement distress mitigation, geotechnical services for roadway and utility projects, levee stability evaluation, and project management.

EXPERIENCE

- 30 years
- 19 years with Geocon

EDUCATION

- BS, Geology, University of California, Riverside

REGISTRATIONS

- CA: Certified Engineering Geologist, No. 2316
- CA: Professional Geologist, No. 7512

CERTIFICATIONS

- Accredited Pavement Manager
- LEED Accredited Professional
- Envision Sustainability Credential
- Geothermal Professional
- OSHA 40-Hour

PROFESSIONAL ORGANIZATIONS

- APWA
- AEG
- ASCE
- Cal APA

LOCATION

- 31855 Date Palm Drive, Suite 3, Cathedral City, CA 92234

PROJECT ROLE AND COMMITMENT

- Senior Engineering Geologist
- 70%

BIKE PATH ON HATCH ROAD & SULLIVAN ROAD, TWENTYNINE PALMS, CALIFORNIA

Geocon performed a limited geotechnical investigation for the City of Twentynine Palms Bike Path project to support the design of approximately 2.1 miles of Class II bike lane and pedestrian improvements. The investigation included subsurface exploration, laboratory testing, engineering analysis, and geotechnical recommendations for pavement design. Ms. Battiato served as the Certified Engineering Geologist, preparing and certifying the geotechnical report documenting subsurface conditions and engineering recommendations to support project design and PS&E development.

CV LINK MULTI-MODAL TRANSPORTATION CORRIDOR, COACHELLA VALLEY, CALIFORNIA

Geocon is currently providing geotechnical services during construction of seven segments of the CV Link Multi-Modal Transportation Corridor. Services include geotechnical observation during fill placement, retaining wall backfill, and subgrade preparation, as well as special inspections, laboratory testing, and reporting. Ms. Battiato serves as the Project Manager, overseeing project coordination and Geocon's geotechnical services.

JEFFERSON STREET AND VARNER ROAD IMPROVEMENTS, INDIO, CALIFORNIA

Ms. Battiato provided geotechnical services and project management services for the geotechnical investigation prepared for the widening and improvements on Jefferson Street and Varner Road. The proposed improvements included two dry wells along the west side of Jefferson and construction of a CMU wall along the west side of Jefferson north of Varner Road. Curbs, gutter and sidewalks were planned along the widening on both sides of Jefferson and along the north side of Varner. Ms. Battiato oversaw the field exploration program and prepared the geotechnical report.

MISSION TRAIL, WILDOMAR, CALIFORNIA

Geocon performed a preliminary geotechnical investigation for the proposed Mission Trail commercial and light industrial development in Wildomar, California. The investigation included subsurface exploration, laboratory testing, engineering analyses, and geotechnical recommendations to support project design, grading, foundations, and site improvements. Ms. Battiato managed the project and prepared the final geotechnical investigation report documenting subsurface conditions and engineering recommendations.

GEOCON

JELISA ADAMS, GE

VICE PRESIDENT/PRINCIPAL ENGINEER



Ms. Adams has more than 20 years of experience performing and managing geotechnical investigations throughout the Orange County, Los Angeles, San Diego, and San Bernardino areas. Her experience encompasses a wide range of projects including public infrastructure, city and state facilities, commercial and residential developments, educational institutions, multi-story structures with subterranean parking levels, seismic upgrades and retrofits, and the installation and monitoring of geotechnical instrumentation.

EXPERIENCE
- 20 years
- 20 years with Geocon

EDUCATION
- BS, Structural Engineering, University of California, San Diego, 2006

REGISTRATIONS
- CA: Geotechnical Engineer, No. 3092
- CA: Professional Engineer, Civil, No. 74946

CERTIFICATIONS
- GeoKon Certified Instrument Installer
- Nuclear Density Gauge
- OSHA 40-Hour
- OSHA 8-Hour Refresher
- Radiation Safety Officer

ORGANIZATIONS
- ASCE
- ASFE

LOCATION
- 2807 McGaw Ave., Irvine, CA 92614

PROJECT ROLE AND COMMITMENT
- Principal Geotechnical Engineer
- 30%

McBean Parkway Bridge Widening and Bicycle Path, Santa Clarita, California

Geocon performed a geotechnical investigation for the proposed widening of the existing McBean Parkway Bridge over the Santa Clara River. The proposed project would widen the west side of the bridge by approximately 30 feet to accommodate an additional southbound traffic lane and a separate bicycle path. Our scope of services included drilling six exploratory borings, performing laboratory tests on soil samples, engineering analyses, and the preparation of a foundation report. Ms. Adams served as senior engineer for the project and provided engineering calculations, and drilling and digging sampling.

North Indio Pavement Improvements, Indio, California

Geocon performed the geotechnical investigation for the North Indio Pavement Improvements Project, which was initiated to reduce particulate air pollution by paving unpaved and deteriorated residential streets recently annexed by the City of Indio. Ms. Adams provided engineering oversight and technical review of the geotechnical investigation, including the review of technical reports and recommendation letters documenting Geocon's evaluation of existing pavement conditions, subgrade soil sampling, R-value testing, and preliminary percolation testing.

Superior Avenue Pedestrian/Bike Crossing, Newport Beach, California

Geocon performed special inspection and materials testing services for the Superior Avenue Pedestrian/Bike Crossing project in Newport Beach, California. Services included concrete slump testing, concrete cylinder fabrication, and field density testing during bridge construction activities. As Project Manager, Ms. Adams coordinated project activities, client communication, project meetings, scheduling, and overall project management to support the timely delivery of Geocon's services.

Concrete Alley and Street Replacement, Newport Beach, California

Geocon performed a geotechnical investigation, geotechnical observation, and testing services for various streets in Newport Beach in support of pavement improvements. As the Project Manager and Senior Project Engineer, Ms. Adams was responsible for quality control over geotechnical investigation, site activities, and project deliverables.

Company Cameo's



Ken Perez Sr-President

Ken has been in the electrical field for more than 40 years with experience in both construction as well as electrical engineering design. For the last 20 years, he has been working on the engineering side of the industry with an emphasis in lighting design. His actual field experience has given him a tremendous edge over his competition in that he knows firsthand HOW an electrical system is installed, which he is then able to more clearly translate this to the design documents. This approach has enabled him to keep costly change orders down to a minimum for his client's benefit. He has continued his knowledge in lighting fundamentals and electrical engineering by staying active with on-going classes in his field of expertise. These classes include Lighting Fundamentals through the IESNA and state sponsored classes for Energy Conservation Measures. Ken serves as Vice President of the IES in San Diego.

Ken's experience has caught the attention of many municipal agencies and has been called upon to offer expert advice on lighting ordinances as well as lighting design guide criteria. He also serves as a lighting judge for certain venues and teaches outdoor Lighting Fundamentals for the San Diego chapter of the IESNA.

EDUCATION

- 40 years of field experience as an electrician installing lighting and power systems.
- 29 years engineering design experience in the consulting electrical engineering field.
- Lighting applications certification (AGI-32) thru "Lighting Analyst Inc".
- Lighting fundamentals thru "Illumination Engineering Society of North America".
- UCSD-1998, HVAC, DDC Controls Certification
- Mesa College-1978, National Electrical Code
- On-going classes in lighting fundamental, applications, Title-24 and UBC, NEC, CEC etcetera.

ORGANIZATION

- IES-Illumination Engineering Society – Past Vice President for over 5 years

PROJECTS/REFERENCES

CVAG - Coachella Valley Association of Governments-

CVAG Arts and Music Line **–** A 10-mile path of travel through the City of La Quinta, Coachella and Indio, that interconnects with the CV Link and takes you into the Polo Fields for the Golden Voice concerts AKA "Coachella" festival. Provided electrical engineering for artistic lighting that brings intrigue, invokes powerful emotions with illumination, utilizing color changing custom light fixtures in collaboration with Circular Dimensions for lighted art treatments.

City of Vista- Paseo Santa Fe Streetscape. Provided lighting design and electrical engineering for a 4-block section of South Santa Fe Dr. providing enhanced public street lighting and electrical elements. Skip Hammann-City of Vista Development Services, Project Manager. (760) 802-5605

City of San Marcos- We have provided many street light design services and park lighting and electrical design services over the course of many years, such as Buelow Park, Hollandia Dairy park, Conner Park, Sunset Park and have also provided assistance with street light design standards and design criteria. Mike Rafael-City of San Marcos Engineering Division. Senior Civil Engineer-Transportation. (760) 744-1050 ext 3274



Kenneth M. Perez II-Senior Project Manager/COO

Kenny Jr, our senior team member, boasts 18 years of expertise in designing and managing diverse projects. His commitment to staying current with sustainable lighting technology is evident in authored ordinances for Rancho Sante Fe Association and Roripaugh Ranch in Temecula, CA. As our Title-24 expert, he remains at the forefront of the outdoor lighting measures, actively engaging with industry trends through the Illumination Engineering Society of North America. Beyond work, Kenny Jr. enjoys exploring San Diego's landscapes with his wife and two sons. In his leisure time, he finds pleasure in sports and showcases musical talent through guitar and piano.

EDUCATION

- Graduate with Honors at Center City High School 2002
- Lighting applications certification (AGI-32) thru "Lighting Analyst Inc".
- Lighting fundamentals thru "Illumination Engineering Society of North America"
- AutoCad Certification thru "Virtual Design & Construction Institute"
- Project Management thru "UC San Diego"
- On-going classes in lighting fundamental, applications, Title-24 and UBC, NEC, CEC etcetera.
- CALCTP Certified Employer
- 18 years engineering design experience in the consulting electrical engineering field.

ORGANIZATIONS

- IESNA-Illuminating Engineering Society of North America
- BIA – San Diego/Southern California

PROJECTS/REFERENCE

CVAG - Coachella Valley Association of Governments-

CVAG Arts and Music Line **–** A 10-mile path of travel through the City of La Quinta, Coachella and Indio, that interconnects with the CV Link and provides a safe path of travel into the Polo Fields for the Golden Voice concerts AKA "Coachella" festival. Provided lighting design for artistic lighting that brings intrigue, invokes powerful emotions with illumination, utilizing color changing custom light fixtures in collaboration with Circular Dimensions for lighted art treatments. Randy Bowman – CVAG Assistant Director – Transportation. rbowman@cvag.org

City of Indio-

Oasis Streetscape Enhancement – Provided lighting design and electrical engineering for 5 blocks on Oasis Street between Indio Blvd. and Highway 111, within the city of Indio's downtown corridor. Project included civil improvements, landscape improvements and lighting improvements. Lighting improvements included street lighting, pedestrian lighting and landscape lighting. Dilesh Sheth – Albert Webb & associates - Senior Vice President. 951-248-4237

City of Carlsbad –

Stagecoach & Calavera Park Pickleball Court upgrades. Providing lighting design and electrical engineering for the installation of pickleball courts for both parks. Utilizing sustainable lighting designs and existing power sources to provide light levels for competitive play. Oscar Johnson – MIG – Project Manager/Landscape Architect. 714-871-3638 x4090



Thomas C. Mueller

VP Field Operations

Thomas (T.C.) Mueller has over thirty (30) years of hands-on general engineering contracting experience in the counties of San Diego, Orange, LA, Riverside and San Bernardino area with emphasis on safety and production. Familiarity with various types of utility installation, soil conditions, excavation equipment, traffic control and safe practices. Experience installing utilities is found to be invaluable in determining locations and depths of existing utilities when potholing and locating.

Education

1989 Orange Glen High School – Escondido, CA

Licenses/Certifications

10-Hr OSHA, Competent Person/Confined Space, HAZCOM-MSDS, Jobsite Safety Inspection, Staking University Certificate of Locating Competency (Electro-magnetic instruments) Louisiana Tech University Certificate of Utility Investigation

Years of Experience

30+ years

Firms

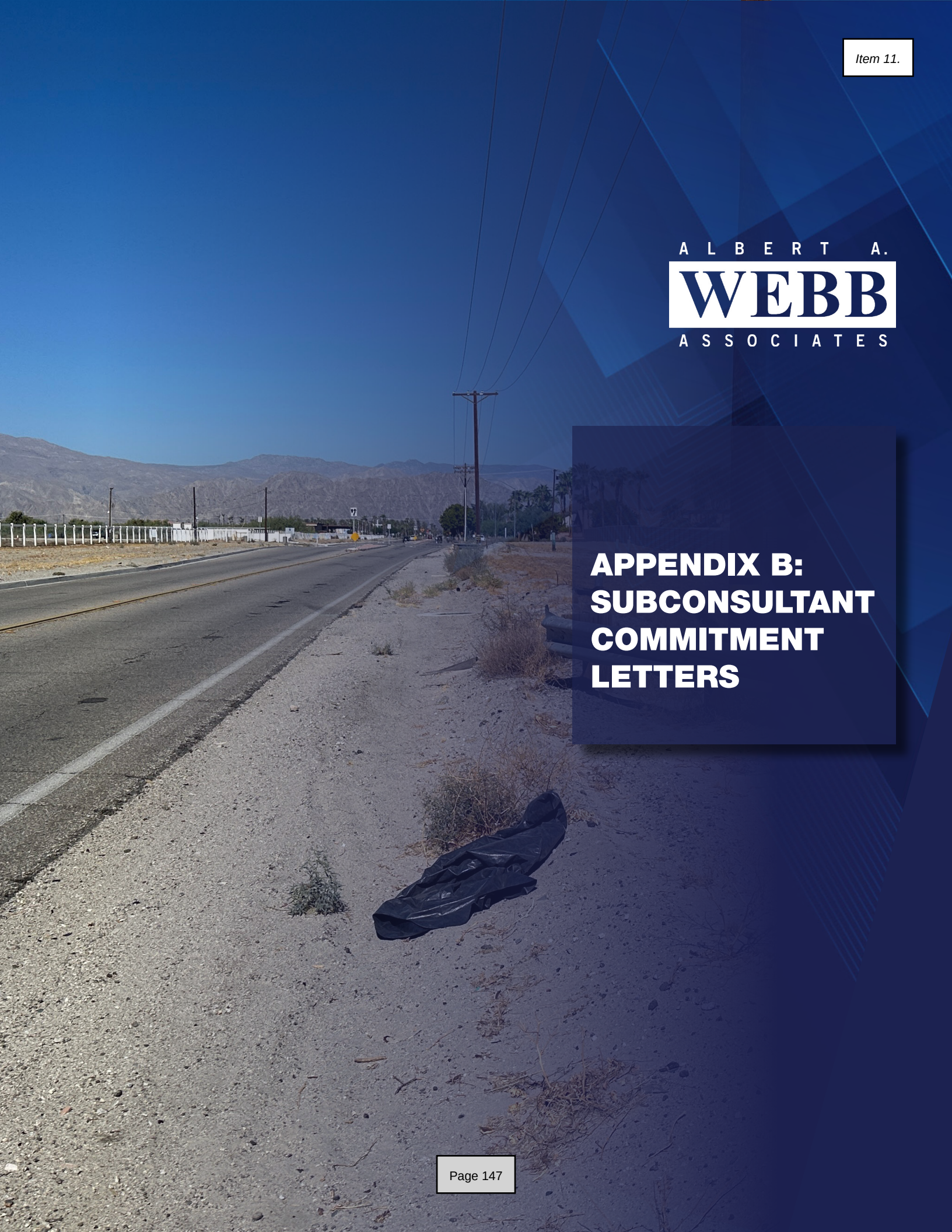
Underground Solutions, 2003 – Current

Garver West
2000 - 2003

Southern Contracting, Inc
1989 - 2000

RELEVANT EXPERIENCE

Customer	Project Name	Year	City/County	Description
Albert Webb Associates	Line 6 Stage 3	2026	Palm Springs	Utility Potholing via Air Excavation Potholing
Albert Webb Associates	Marshall Creek Stage 1	2026	Beaumont	Utility Potholing via Air Excavation Potholing
Albert Webb Associates	CVWD – Talavera Phase 1	2024	Indio	Utility Potholing via Air Excavation Potholing
Albert Webb Associates	Maintenance Yard	2024	Thermal	Utility Potholing via Air Excavation Potholing
Albert Webb Associates	Landau Blvd & McCallum	2023	Cathedral City	Utility Potholing via Air Excavation Potholing
Albert Webb Associates	Carver Tract Phase 2	2023	Indio	Utility Potholing via Air Excavation Potholing
Albert Webb Associates	Jackson Street Phase 2	2022	Indio	Utility Potholing via Air Excavation Potholing
Krieger Stewart, Inc	CVWD – Sun City Water Main	2025	Palm Desert	Utility Potholing via Air Excavation Potholing
Krieger Stewart, Inc	DWA/CVWD Interconnection Phase 2	2026	Cathedral City	Utility Potholing via Air Excavation Potholing
Krieger Stewart, Inc	CVWD NPW	2025	Palm Desert	Utility Potholing via Air Excavation Potholing
Krieger Stewart, Inc	CVWD – Johnson Street Drainage	2021	Mecca	Utility Potholing via Air Excavation Potholing



ALBERT A. WEBB ASSOCIATES

APPENDIX B: SUBCONSULTANT COMMITMENT LETTERS

GEOCON
WEST, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

LETTER OF COMMITMENT

Nick Lowe
Deputy Director, Traffic and Transportation
Albert A. Webb Associates
3788 McCray Street
Riverside, California 92506

Subject: **Connect Coachella City Project ST-138**

Geocon West, Inc. (Geocon) is pleased to support Albert A. Webb Associates on the Connect Coachella City Project ST-138.

Should Albert A. Webb Associates be selected for this project, Geocon is committed to providing the geotechnical engineering services required to support the preparation of the Plans, Specifications, and Engineer's Estimate (PS&E) for the proposed bicycle and roadway improvements.

Geocon understands the project objectives and is prepared to provide experienced personnel, technical expertise, and the resources necessary to successfully complete our scope of work. Our Cathedral City office will support this effort and work collaboratively with Albert A. Webb Associates and the City of Coachella to help deliver a successful project.

We appreciate the opportunity to participate in this important project and look forward to contributing to its successful completion.

Sincerely,

Geocon West, Inc.

Jelisa Adams, GE
Vice President & Principal Engineer

Lisa Battiato, CEG
Senior Geologist / Regional Manager

Memorandum

Date: 8/6/2026

To: Nick Lowe, PE, TE, Deputy Director – Albert A. Webb Associates

From: Jason Stack, TE, PTOE, President – STC Traffic, Inc.

Subject: Request for Proposals for Professional Engineering Services for the Connect Coachella City Project NO. ST-138

STC Traffic, Inc. (STC) is pleased to join the Albert A. Webb Associates team for Professional Engineering Services for the Connect Coachella City Project NO. ST-138. STC is committed to providing traffic signal and rail preemption design services.

Scope of services include:

- Preliminary Engineering/Basis of Design
- Operations Analysis
- Traffic Engineering Design (PS&E)
- Traffic Signal Operations/Programming Design
- UPRR and CPUC Coordination & Permitting Support

Sincerely,

Jason Stack, TE, PTOE

August 11, 2026

Ms. Kiera Braham, Asst. Business Development Coordinator
Albert Webb Associates
3788 McCray St.
Riverside, CA 82506

Reference: Connect Coachella ST-138 Project
Letter of Commitment

To whom it may concern:

Underground Solutions, Inc. is pleased to join the Albert Webb Associates team to pursue the above-referenced project with the City of Coachella. This letter confirms our commitment to perform GPR/Electromagnetic Utility Locating, and/or Air/Vacuum Excavation Potholing Services, as required by scope.

Itis our understanding that our level of participation will be determined based on final negotiated scope ofwork and fee should Albert Webb be selected for this contract.

Thank you for the opportunity to work with you and Albert Webb Associates on this project.

Sincerely,

Underground Solutions, Inc.

Michael E, Arme
President

120 N. Andreasen Drive, Escondido, CA 92029
www.usipothole.com
ph# 760.294-9449 fx# 760.294.9494

TRANSMITTAL

To: **Albert A. Webb Associates**

FROM: Kenny Perez Sr. – Visual Concepts Lighting, Inc

DATE: 8/10/2026

SUBJECT: **Connect Coachella RFP – City Project ST-138**

To Whom it may concern,

Visual Concepts Lighting, Inc. (VCL) is pleased to provide this letter confirming our commitment to support Webb as a subconsultant for the Connect Coachella Project for the City of Coachella.

VCL understands that the project includes the development of more than three miles of Class I active transportation trails, trail user amenity areas, bridge under crossings, and associated public improvements. VCL is committed to providing the professional lighting design and electrical engineering services necessary to support the project through its anticipated design phases.

Our anticipated scope of services includes lighting design and photometric analysis for the proposed trail system, trail user amenity areas, and bridge under crossings, as well as development of the associated electrical construction documents. VCL will coordinate our work with Webb and the project design team to integrate the lighting improvements with the overall active transportation, civil, landscape, structural, and other project improvements.

VCL has the staff and resources necessary to perform the anticipated services and is committed to maintaining the personnel and availability necessary to meet the project schedule established by Webb and the City of Coachella.

4858 Mercury Street Suite 210, San Diego, CA 92111
Phone: 858-278-4503
kperezjr@vcl-inc.com

We appreciate the opportunity to participate as a member of Webb's consultant team and look forward to contributing our lighting and electrical expertise to the successful delivery of the Connect Coachella Project.

Thanks,

Visual Concepts Lighting INC
Kenny Perez Sr
President
858-278-4503
kperez@vcl-inc.com

4858 Mercury Street Suite 210, San Diego, CA 92111
Phone: 858-278-4503
kperezjr@vcl-inc.com



ALBERT A. WEBB ASSOCIATES

APPENDIX C: ADDENDUM

CITY OF COACHELLA
53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236
PHONE (760) 398-3502 • WWW.COACHELLA.ORG

DATE: July 16, 2026

TO: All Prospective Bidders and Plan Holders

RE: Connect Coachella City Project No. ST-138

ADDENDUM NUMBER 1

The following shall be considered as incorporated into the Request for Proposals (RFP) for the above referenced project. Portions of RFP not specifically mentioned in this Addendum remain in force.

RFI Questions:

1. Can the City please confirm if the plans attached to the RFP should be treated as the latest plans?

   Response: The plans attached are not the latest plans. The latest plans will be shared with the selected firm.

2. Has the City coordinated with Caltrans prior to this phase of the project?

   Response: No, there has only been grant administration coordination at this phase of the project.

3. Are the firm(s) that prepared the concept layouts precluded from proposing on this RFP?

   Response: No.

4. Are any temporary construction easements anticipated or required?

   Response: There are no temporary construction easements required.

5. There does not appear to be enough room for the traffic signal poles at the intersection of Grapefruit and Sunset. Is an easement anticipated for signal equipment?

   Response: There is an existing traffic signal at the intersection of Grapefruit Blvd and Sunset. There is no easement anticipated.

6. Are mylar plans required, or are digital plans acceptable?

   Response: Mylar plans are required.

An Affirmative Action/Equal Opportunity Employer

7. Are landscaping and irrigation plans required for the proposed landscape buffer?

   Response: Yes, landscaping and irrigation plans are required for new proposed landscaping.

8. What kinds of plants are desired for the landscape buffer?

   Response: This is to be determined during the design phase, a plant palette has not been selected at this time. Landscaping shall be drought tolerant and complement existing landscaping.

9. Is a separate plan set for the park/rest area improvements expected in the scope of work?

   Response: One plan set will be required for all the proposed improvements.

10. Do the 50% design files include accurate right-of-way information, or will the selected consultant need to conduct record map research?

    Response: Selected consultant shall verify all right-of-way.

11. What is the content of the 50% design files that the consultant would receive?

    Response: The files contain all the project improvements and boundary. The files are in CAD.

12. Are the roundabout and other roadway improvements at Tyler St included in this scope of work?

    Response: Yes, the roundabout and other roadway improvements at Tyler St are included in this scope of work.

13. Is there any railroad crossing plan preparation anticipated at Avenue 54?

    Response: Yes, there is one at grade pedestrian/bicyclists crossing anticipated for this project. Coordination with UPRR will be a part of this scope of work.

14. Are all the improvements shown in Appendix A included in this scope of work? Or are there other areas to be done by others?

    Response: All the improvements shown in Appendix shall be included in this scope of work. There is no work to be done by others.

15. *Can the font size within graphics, captions, sidebars etc. be smaller than 11 pt font if still reasonably legible?*

    Response: Yes, that is acceptable.

16. *How many copies of Part 1 and Part 2 are required?*

    Response: Three copies of each part are required.

Addendum No. 1 Page 2

17. *In Section 3.2.10.5 in the Insurance section (page 19) the Sample Agreement states that all policies must contain standard separation of insureds provisions – this coverage does not exist for Professional Liability and Workers Compensation policies. Can the City please revise this language so that this requirement does not apply to Professional Liability and Workers Compensation policies?*

Response: This may be revised at the time of award with the selected firm.

18. *Section 3.2.10.3 of Section IV – Proposed Professional Services Agreement requires that the Professional Liability insurance policy provide contractual liability coverage. However, there is a Contractual Liability Exclusion in all Professional Liability policies which specifically excludes from coverage any liability the insured assumes by way of a contract if the insured would not have that liability in the absence of the contract. Given the foregoing, please advise if the City can agree to remove the contractual liability requirement from section 3.2.10.3.*

Response: This may be revised at the time of award with the selected firm.

The Consultant is hereby notified; Addendum No. 1 must be acknowledged as stipulated under section 2.2 Addenda/Clarifications and acknowledged as part of the Proposal. Failure to do so shall result in the City designating said bid as "Non-Responsive."

APPROVED:

Andrew Simmons, P.E.
City Engineer

7/16/2026
Date

END OF ADDENDUM NUMBER 1

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1

Bidder:

Albert A. Webb Associates
Company Name

July 16, 2026
Date

Signature

Addendum No. 1 Page 3

CITY OF COACHELLA
53-990 ENTERPRISE WAY, COACHELLA, CALIFORNIA 92236
PHONE (760) 398-3502 • WWW.COACHELLA.ORG

DATE: July 21, 2026

TO: All Prospective Bidders and Plan Holders

RE: Connect Coachella City Project No. ST-138

ADDENDUM NUMBER 2

The following shall be considered as incorporated into the Request for Proposals (RFP) for the above referenced project. Portions of RFP not specifically mentioned in this Addendum remain in force.

The purpose of this addendum is to formally extend the deadline for submitting proposals to allow adequate time due to the complexity of the project. The proposal submission deadline is hereby extended from July 30, 2026 at 2:00 P.M. to August 13, 2026 at 2:00 P.M.

The Consultant is hereby notified; Addendum No. 2 must be acknowledged as stipulated under section 2.2 Addenda/Clarifications and acknowledged as part of the Proposal. Failure to do so shall result in the City designating said bid as "Non-Responsive."

APPROVED:

_____ 7/21/2026
Andrew Simmons, P.E. Date
City Engineer

END OF ADDENDUM NUMBER 2

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 2

Bidder:

Albert A. Webb Associates — July 21, 2026
Company Name **Date**

Dilert Sheth
Signature

An Affirmative Action/Equal Opportunity Employer

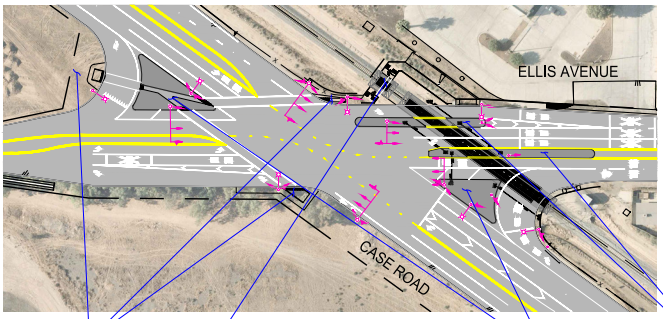


ALBERT A. WEBB ASSOCIATES

APPENDIX D: EXHIBITS

CITY OF COACHELLA - CITY PROJECT ST-138
GRAPEFRUIT/AVE 54 INTERSECTION IMPROVEMENT EXHIBIT

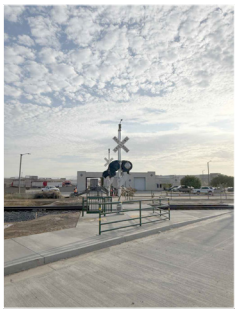
1" = 100'
100 0 100



CASE ROAD & ELLIS AVENUE
CITY OF PERRIS



CASE RD & ELLIS AVE
NEW RAILROAD XING



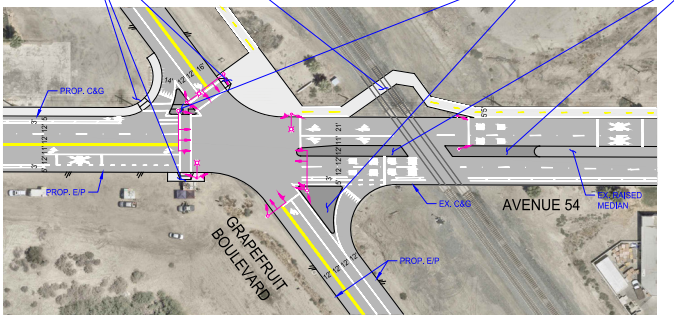
CASE RD & ELLIS AVE
PED RAILROAD XING

PROPOSE ADA COMPLIANT CURB RETURN

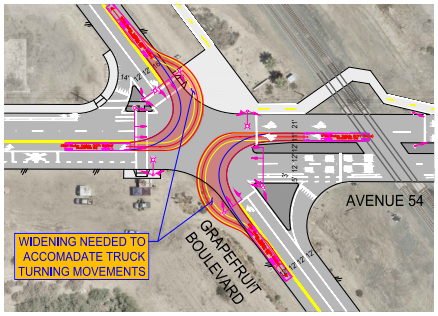
PROPOSE PED RR XING

PROPOSE RAISED PORKCHOP MEDIAN

RAISED MEDIAN



GRAPEFRUIT BOULEVARD & AVENUE 54
CITY OF COACHELLA



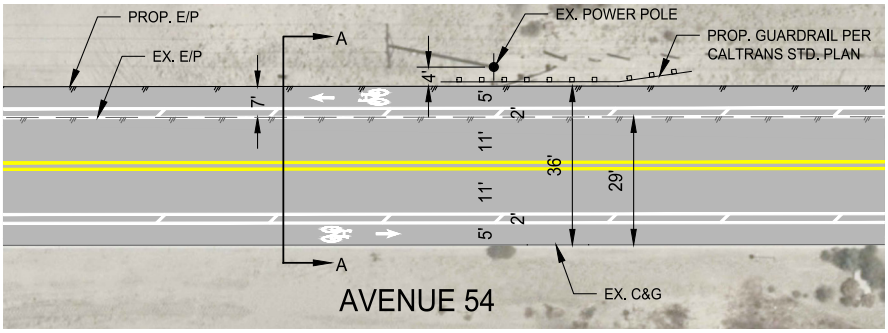
GRAPEFRUIT BLVD & AVE 54
TRUCK TURN CONFLICT

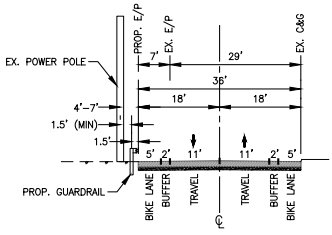


GRAPEFRUIT BLVD & AVE 54
EXISTING RAILROAD XING

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256

CITY OF COACHELLA - CITY PROJECT ST-138
AVENUE 54 WIDENING IMPROVEMENT EXHIBIT





AVENUE 54 TYPICAL SECTION A-A
NOT TO SCALE

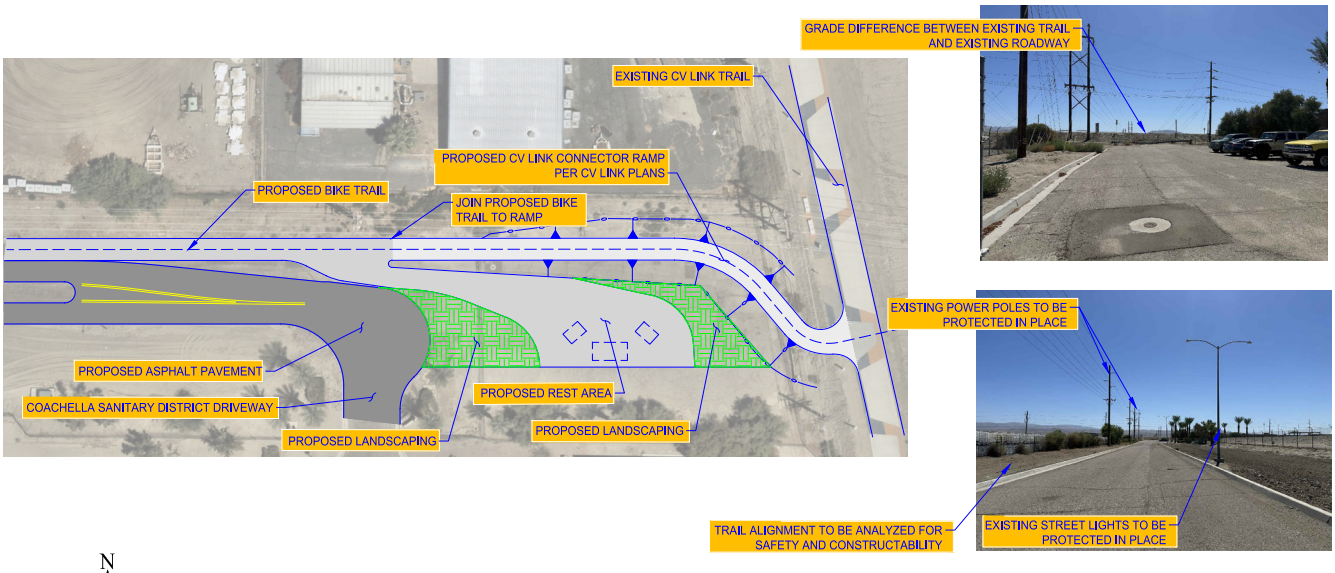


AVENUE 54
FACING EAST
BETWEEN FREDERICK ST & CESAR CHAVEZ ST

1" = 20'
20 0 20

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256

CITY OF COACHELLA - CITY PROJECT ST-138
AVENUE 54 / CV LINK CONNECTION IMPROVEMENT EXHIBIT



N
W WEBB E
S

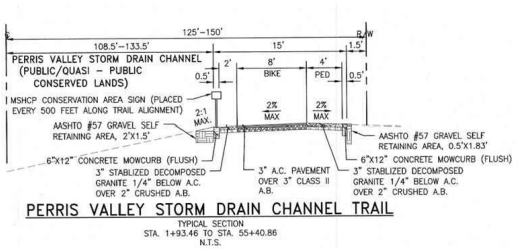
NOT TO SCALE

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256

CITY OF COACHELLA - CITY PROJECT ST-138
CLASS I TRAIL SECTION EXHIBIT

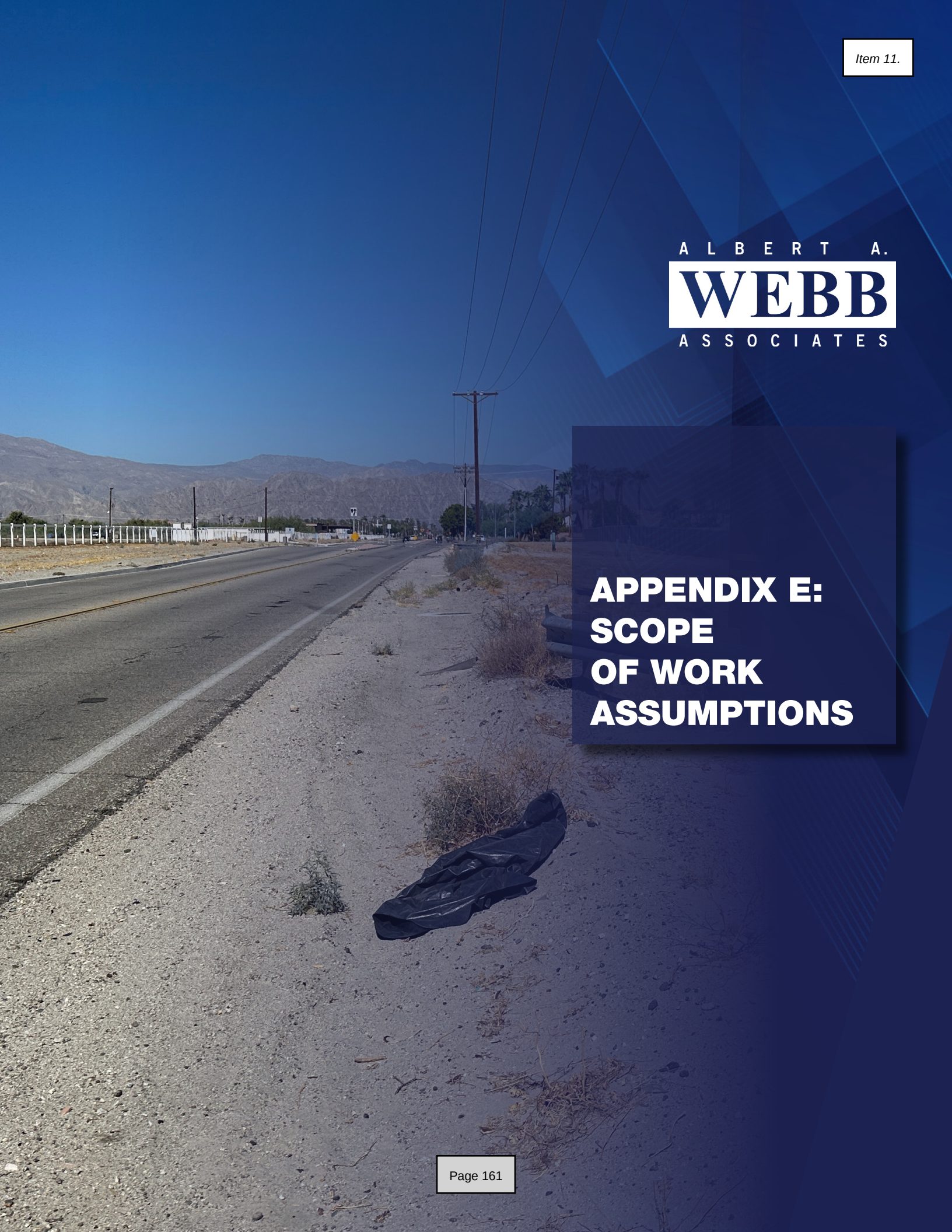


PERRIS VALLEY STORM DRAIN TRAIL
CONSTRUCTED IN 2026



PERRIS VALLEY STORM DRAIN CHANNEL TRAIL
TYPICAL SECTION
STA. 1+93.46 TO STA. 55+40.86
N.T.S.

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256



ALBERT A. WEBB ASSOCIATES

APPENDIX E: SCOPE OF WORK ASSUMPTIONS

List of Assumptions

Below is a list of assumptions WEBB is making for this project and its related scope of work. Deviations from these assumptions may require a contract amendment and could affect the project schedule.

General

1. The City will provide all existing plans, designs, and documentation related to the project for WEBB's use. Any questions related to the files will be coordinated through the City.

2. No environmental documentation, analysis, or survey is required.

3. Coordination or design of relocation or undergrounding of existing IID electrical facilities is not included.

4. The City will assist with acquiring utility maps from utility agencies in the event that a utility requires fees or is unresponsive.

5. All improvements will be within the existing right-of-way. No acquisitions or easements are expected.

6. Public outreach efforts and preparation of exhibits for public use are not included.

7. Public meetings such as workshops, city council, and planning commission are not included.

Civil Design

1. No drainage improvements are anticipated. Sheet flows will continue on their current drainage patterns to existing shoulders or existing facilities.

2. The Tyler Street roundabout layout provided in the RFP is assumed to have been designed using a fastest path analysis and a civil design with only minor geometric revisions is included.

3. Retaining wall design is not anticipated and not included.

Traffic Design

1. The City will provide the latest as-built drawings of the impacted traffic signals in the project area.

2. The City will provide physical access to the traffic signal cabinets for the impacted traffic signals in the project area for equipment inventory and verification.

3. WEBB will only include the design of traffic signal improvements related to the proposed bicycle and pedestrian improvements. Additional improvements related to vehicle operations, communications, interconnect, and controller upgrades are not included.

4. It is assumed that signal warrants have already been met at the intersections of Avenue 54/Grapefruit and Avenue 54/Polk.

Landscaping Design

1. The WEBB team will be able to meet with the City maintenance staff for an irrigation investigation of all existing systems affecting the project areas.

2. Structural engineering and electrical engineering are not included for amenity features.

3. A maximum of 3 architectural renderings in the concept plan.

Lighting Design

1. Lighting improvements will be only for the trail and trail-related areas and not include any improvements for the street. Custom lighting fixtures are not included.

2. All lighting improvements will be hardwired. Solar-powered lights are not anticipated.

3. No lighting improvements are anticipated to be constructed on or within the existing overpass structures.

Survey and Staking

1. Traffic control and traffic control plans for survey or staking purposes are not included.

2. A record of survey is not included.

3. Dipping of manholes is not included.

4. Title reports and preparation of Legal and Plats are not included.

ALBERT A. WEBB ASSOCIATES

Cost Proposal for the

CONNECT COACHELLA CITY PROJECT NO. ST-138

August 13, 2026













webbassociates.com

3788 McCray Street
Riverside, CA 92506
951.686.1070

Prepared for:
City of Coachella

Item	Description	Dilesh R. Sheth, Principal II	Nicholas R. Lowe, Principal II	Jaimee Bourgeois, Principal II	Myung G. Choo, Principal II	Sara Safeghi, Associate III	Miguel Hurtado, Senior I	Allison Edgerley, Associate I	Cole Benner, Assistant V	Son H. Le, Senior I	Ingrid T. Mar, Senior I	Deborah A. Saulina, Assistant V	Joseph C. Caldwell, Principal II	Marco T. Gonzalez, Associate I	Guillermo Gonzalez, Assistant V	Jesse Cores, Assistant IV	Jason Ardery, Principal III	Carlos Silva, Senior II	Andres Lopez, Senior II	Riley Skvarca, Assistant V	Asia Lazo, Project Coordinator	2-Man Survey Party	Total Hours	Subtotal - Labor	Underground Solutions	STC Traffic, Inc.	Geocon, Inc.	Visual Concepts Lighting	Expenses	Total/task[1]
	Billout Rate	$ 302	$ 302	$ 302	$ 302	$ 233	$ 250	$ 210	$ 189	$ 250	$ 250	$ 189	$ 302	$ 210	$ 189	$ 170	$ 302	$ 259	$ 259	$ 189	$ 135	$ 314								
Task 1	**Project Management and Coordination**	**46**	**66**	**4**		**82**						**58**			**29**								**285**	**$ 70,581**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 250**	**$ 70,831**
1.1	Kickoff Meeting	4	4	4		4						2			4								22	$ 5,690					$ 250	$ 5,940
1.2	Monthly PDT Meetings (18)	18	18			18						36			9								99	$ 23,571						$ 23,571
1.3	Project Management	8	20			36						4			8								76	$ 19,112						$ 19,112
1.4	Schedule and Coordination	16	24			24						16			8								88	$ 22,208						$ 22,208
Task 2	**Field Topographic Survey and Basemap**	**2**	**12**		**1**		**3**	**11**	**12**	**12**		**3**			**17**	**8**	**15**	**74**	**37**	**57**	**2**	**162**	**428**	**$ 113,188**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,210**	**$ 116,398**
2.1	Field Topographic Survey	1	3		1		3	3				3			1		3	4	33	57	1	136	249	$ 67,747					$ 2,396	$ 70,143
2.2	R/W Research and Basemap	1	1														12	70	4		1	26	115	$ 31,693					$ 564	$ 32,257
2.3	Field Review		8					8	12	12					16	8							64	$ 13,748					$ 250	$ 13,998
Task 3	**Geotechnical Survey**		**1**				**2**		**2**			**1**	**1**	**1**									**8**	**$ 1,881**	**$ -**	**$ -**	**$ 45,634**	**$ -**	**$ -**	**$ 47,515**
3.1	Geotechnical Survey and Analysis		1				2		2			1	1	1									8	$ 1,881			$ 45,634			$ 47,515
Task 4	**Utility Research and Coordination**	**21**	**16**	**8**	**3**	**16**		**22**	**86**	**26**		**75**			**12**								**285**	**$ 62,041**	**$ 43,307**	**$ 16,500**	**$ -**	**$ -**	**$ -**	**$ 121,848**
4.1	Utility Research and Mapping	1	1		1				54			24											81	$ 15,648						$ 15,648
4.2	Utility Service Coordination		2			8			12	8		24			12								66	$ 13,540						$ 13,540
4.3	Utility Conflict Coordination	4	4		2	8		16				16											50	$ 11,268						$ 11,268
4.4	Utility Potholing		1					6	12	2		3											24	$ 4,897	$ 43,307					$ 48,204
4.5	UPRR and CPUC Coordination and Permitting	16	8	8					8	16		8											64	$ 16,688		$ 16,500				$ 33,188
Task 5	**Prelim. Engineering and Conceptual Design**	**8**	**12**	**8**	**8**	**8**	**60**	**144**		**40**		**2**	**12**	**8**	**24**	**64**							**398**	**$ 89,074**	**$ -**	**$ 16,500**	**$ -**	**$ 8,250**	**$ -**	**$ 113,824**
5.1	Alignment and Feasibility Analysis + Concept	4	8	4	8		60	140		40			12	8	16	40							340	$ 76,776		$ 16,500		$ 8,250		$ 101,526
5.2	Architectural Renderings					4		4							8	24							40	$ 7,364				$ -		$ 7,364
5.3	Stakeholder Coordination	4	4	4		4						2											18	$ 4,934				$ -		$ 4,934
Task 6	**Plans, Specifications, Estimate (PS&E)**	**56**	**134**	**62**	**149**	**58**	**264**	**116**	**788**	**324**	**208**	**27**	**16**	**8**	**146**	**386**							**2742**	**$ 611,737**	**$ -**	**$ 44,000**	**$ -**	**$ 29,150**	**$ -**	**$ 684,887**
6.1	Street Improvement Plans (60%)	8	32		64		88	12	320			1	8	4									537	$ 119,853				$ -		$ 119,853
6.2	Traffic Signal Modification Plans (60%)			6	2					120													128	$ 32,416				$ -		$ 32,416
6.3	Signing & Striping Plans (60%)		2	8							96												106	$ 27,020				$ -		$ 27,020
6.4	Avenue 54/Polk Street Traffic Signal (60%)			2	1	2				24													29	$ 7,372				$ -		$ 7,372
6.5	Grapefruit/Avenue 54 Traffic Signal and Railroad Crossing (60%)	8	8	4		4																	24	$ 6,972		$ 11,000		$ -		$ 17,972
6.6	Landscape Construction Documents (60%)							8							62	182							252	$ 44,338				$ -		$ 44,338
6.7	Trail Lighting Plans (60%)		8			8			16			1											33	$ 7,493				$ 11,000		$ 18,493
6.8	Cost Estimate (60%)					8	8	20							4	12							52	$ 10,860				$ -		$ 10,860
6.9	Street Improvement Plans (100%)	8	24		40		88		280			1	8	4									453	$ 100,109				$ -		$ 100,109
6.10	Traffic Signal Modification Plans (100%)			6	2					80													88	$ 22,416				$ -		$ 22,416
6.11	Signing & Striping Plans (100%)			8							80												88	$ 22,416				$ -		$ 22,416
6.12	Avenue 54/Polk Street Traffic Signal (100%)			2	1	1				40													44	$ 11,139				$ -		$ 11,139
6.13	Grapefruit/Avenue 54 Traffic Signal and Railroad Crossing (100%)	8	8	4		4																	24	$ 6,972		$ 5,500		$ -		$ 12,472
6.14	RR Traffic Signal Operation Programming (100%)		2	2						16													20	$ 5,208		$ 16,500		$ -		$ 21,708
6.15	Landscape Construction Documents (100%)							8							48	124							180	$ 31,832				$ -		$ 31,832
6.16	Trail Lighting Plans (100%)		8			8			16			1											33	$ 7,493				$ 14,300		$ 21,793
6.17	Cost Estimate (100%)					8	8	20							4	12							52	$ 10,860				$ -		$ 10,860
6.18	Project Specifications (100%)	8	4	2	8		24		40			16			8	24							134	$ 28,820				$ -		$ 28,820
6.19	Street Improvement Plans (Mylar)	8	24		24		24	24	80			4											188	$ 43,828				$ -		$ 43,828
6.20	Traffic Signal Modification Plans (Mylar)			6	2					20													28	$ 7,416				$ -		$ 7,416
6.21	Signing & Striping Plans (Mylar)			4							32												36	$ 9,208				$ -		$ 9,208
6.22	Avenue 54/Polk Street Traffic Signal (Mylar)			2	1	1				16													20	$ 5,139				$ -		$ 5,139
6.23	Grapefruit/Avenue 54 Traffic Signal and Railroad Crossing (Mylar)	4	4	2		2																	12	$ 3,486		$ 5,500		$ -		$ 8,986
6.24	RR Traffic Signal Operation Programming (Final)		2	2						8													12	$ 3,208		$ 5,500				$ 8,708
6.25	Landscape Construction Documents (Mylar)							4							8	24							36	$ 6,432				$ -		$ 6,432
6.26	Trail Lighting Plans (Mylar)		4			4			4			1											13	$ 3,085				$ 3,850		$ 6,935
6.27	Cost Estimate (Final)					8	8	20							8								44	$ 9,576						$ 9,576
6.28	Project Specifications (Final)	4	4	2	4		16		32			2			4	8							76	$ 16,770				$ -		$ 16,770
Task 7	**Bid Support Services**	**4**	**6**						**8**	**2**		**2**			**2**								**24**	**$ 5,788**	**$ -**	**$ -**	**$ -**	**$ 2,200**	**$ 250**	**$ 8,238**
7.1	Pre-Bid Meeting	4	4						4														12	$ 3,172				$ -	$ 250	$ 3,422
7.2	Response to Bidders' Inquiries		2						4	2		2			2								12	$ 2,616				$ 2,200		$ 4,816
Task 8	**Construction Support Services**	**4**	**12**	**5**	**3**		**8**		**32**	**18**		**8**			**24**	**6**							**120**	**$ 26,864**	**$ -**	**$ -**	**$ -**	**$ 2,200**	**$ 250**	**$ 29,314**
8.1	Pre-Construction Meeting	4	4						4														12	$ 3,172				$ -	$ 250	$ 3,422
8.2	Review Equipment and Material Submittals		4	1	1		8		8	6		4			12	2							46	$ 10,188				$ -		$ 10,188
8.3	Response to RFIs and Change Orders		4	4	2				20	12		4			12	4							62	$ 13,504				$ 2,200		$ 15,704
Task 9	**Construction Staking**								**8**	**2**		**4**					**9**		**50**	**32**	**15**	**144**	**264**	**$ 71,725**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,086**	**$ 74,811**
9.1	Survey Control								2			2							4	10		40	58	$ 16,242				$ -	$ 705	$ 16,947
9.2	Traffic Signals/Lights/Crossings									2		1							4	3	2	12	24	$ 6,330				$ -	$ 282	$ 6,612
9.3	Curb, Gutter, Street Improvements								6			1							18	19	8	76	128	$ 34,520				$ -	$ 1,409	$ 35,929
9.4	Pre-Construction Corner Records																6		16		3	8	33	$ 8,873				$ -	$ 345	$ 9,218
9.5	Post-Construction Corner Records																3		8		2	8	21	$ 5,760				$ -	$ 345	$ 6,105
Task 10	**Record Drawings**	**2**	**8**	**4**					**32**	**16**		**4**			**2**	**8**							**76**	**$ 16,770**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 16,770**
10.1	Final Record Drawings	2	8	4					32	16		4			2	8							76	$ 16,770				$ -		$ 16,770
Total																							**4630**	**$ 1,069,649**	**$ 43,307**	**$ 77,000**	**$ 45,634**	**$ 41,800**	**$ 7,046**	**$ 1,284,436**
Task 11	**Optional Certifications**	**20**	**12**			**76**		**40**				**8**					**4**	**8**					**168**	**$ 40,564**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 40,564**
11.1	Utility Certification	12	8			40		24				4											88	$ 21,156				$ -		$ 21,156
11.2	Right-of-Way Certification	8	4			36		16				4					4	8					80	$ 19,408				$ -		$ 19,408
Total		**163**	**279**	**91**	**164**	**240**	**337**	**333**	**968**	**440**	**208**	**192**	**29**	**17**	**256**	**472**	**28**	**82**	**87**	**89**	**17**	**306**	**4798**	**$ 1,110,213**	**$ 43,307**	**$ 77,000**	**$ 45,634**	**$ 41,800**	**$ 7,046**	**$ 1,325,000**

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Castulo Estrada, Utilities Director

PREPARED BY: Castulo Estrada, Utilities Director

SUBJECT: Authorize the City Manager to Execute a Professional Services Agreement with Precision Backflow for Backflow Testing Services in an amount not to exceed $21,560.00 and Authorize a 10% Contingency.

STAFF RECOMMENDATION:

Approve and authorize the City Manager to execute a Professional Services Agreement with Precision Backflow for Backflow Testing Services in an amount not to exceed $21,560.00 and a 10% contingency.

FISCAL IMPACT:

Funding is included in the FY 26/27 budget.

BACKGROUND:

The City of Coachella maintains a Cross-Connection Control Program to protect the City's potable water distribution system from actual and potential cross-connections that could result in the contamination of the public water supply. In accordance with the State Cross-Connection Control Policy Handbook (State CCCPH) and the City's Cross Connection Control Management Plan (CCCMP), approved backflow prevention assemblies (BPAs) are required at locations where a potential health or non-health hazard exists. These assemblies must be properly installed, maintained, and periodically field tested to verify that they are functioning as intended and continue to provide the required level of protection to the City's water system.

To fulfill these regulatory and program requirements, the City solicited proposals for professional backflow testing services. The selected contractor will be responsible for conducting field testing of backflow prevention assemblies, documenting test results, identifying assemblies that do not meet applicable standards, and providing the necessary documentation to support the City's ongoing Cross-Connection Control Program. Regular testing and documentation are essential to maintaining compliance with the State CCCPH and protecting the City's potable water supply from potential contamination.

DISCUSSION/ANALYSIS:

On June 17, 2026, the City issued and posted a Request for Proposals (RFP) for backflow testing services. The deadline for proposal submissions was July 7, 2026. The City received five proposals in response to the RFP. In accordance with the City's procurement procedures, the submitted proposals were evaluated, and Precision Backflow was determined to be the lowest responsible proposer. Staff recommends awarding a Professional Services Agreement to Precision Backflow in an amount not to exceed $21,560.00 and authorizing a 10% contingency.

ATTACHMENTS:

1. Proposal from Precision Backflow
2. Professional Services Agreement
3. Bid Register

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025, 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 53462 Enterprise Way, Coachella, CA 92236 County of Riverside, State of California ("City") and Precision Backflow, with its principal place of business at 83453 Ruby Ave. Indio, CA 92201 ("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 required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for Backflow Testing Services ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from September 9, 2026 to December 31, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twenty-One Thousand Five Hundred Sixty Dollars and No Cents ($21,560.00)**

without written approval of the City Council or City Manager, as applicable. 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 and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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: Jose M. Carrillo.

3.3.5 City's Representative. The City hereby designates the Cástulo Estrada, 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 Cástulo Estrada, City's Representative or his/her designee.

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

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

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

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

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

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq*.); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations

under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than $1,000,000 per occurrence and no less than $2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than $1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): 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): (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: Precision Backflow
83453 Ruby Ave.,
Indio, CA 92201 ATTN: Jose M. Carrillo

City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: Castulo Estrada

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.

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COACHELLA AND PRECISION BACKFLOW

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:

_____
Gustavo Romo
City Manager

Approved as to Form:

City Attorney

_____
City Attorney

Attest:

_____
Angela M. Zepeda
City Clerk

Precision Backflow

By: _____

Its: Owner

Printed Name: Jose M. Carrillo

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

September 1, 2026 – December 31, 2026

EXHIBIT "C"
COMPENSATION

CITY OF COACHELLA
BID OPENING LOG

PROJECT NAME: Backflow Testing Services
PROJECT NO. :

BID OPENING DATE: TUESDAY, JULY 7, 2026 TIME: 4:00 p.m.

BID NO.	BIDDER	RECEIVED TIME	RECEIVED BY	BID BOND	ADDENDUM/S (1)	COMMENTS	TOTAL BID AMOUNT
1	EMCOR Services, Mesa Energy	10:40 AM	Itzel B.				$ 77,040.00
2	California Water Operators llc	7:31AM	Itzel B.				$ 61,600.00
3	Precision Backflow	5:07PM	Itzel B.			Was received on 7/6/26	$ 21,560.00
4	G&G Environmental Compliance, Inc.		Mail				$ 80,850.00
5	Tactix Enterprises Inc	9:37AM	Itzel B.				$ 77,000.00
6							$
7							$
8							$
9							$
10							$
11							$
12							$
13							$
14							$
15							$

NUMBER OF BIDS FILED BY OPENING TIME: __5__ APPARENT LOW BIDDER : Precision Backflow

SIGNED BY: ___ITZEL B.___ TITLE: __ASSISTANT ENGINEER__ DATE __7/7/26__

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., Public Works Director/City Engineer

PREPARED BY: Brianna Greenwood, P.E., Senior Civil Engineer

SUBJECT: Letter Agreement with Segura Home Solutions Corp. in the amount of $80,440 for the City Hall and Library Painting Project, Project No. PW 2026-06.

PROJECT DESCRIPTION:

Repaint City Hall and Coachella Library. Project will include pressure washing, patching, and priming entire exterior of the City Hall and Library and applying two coats of paint.

STAFF RECOMMENDATION:

Authorize City Manager to execute a Letter Agreement with Segura Home Solutions Corp. in the amount of $80,440 for the City Hall and Library Painting Project, Project No. PW 2026-06.

FISCAL IMPACT:

No fiscal impact. This work is within budget and has been included in the FY 26/27 budget.

EXECUTIVE SUMMARY:

The City requested informal bids in accordance with City standards and in accordance with the California Public Contract Code. The project received proposals from three companies for this project.

Proposal results:

Company Name:	City:	Bid Amount:
Segura Home Solutions	Coachella	$80,440.00
Ben Castillo Custom Painting	Indio	$143,520.00
Jimenez Painting Company	Pacoima	$343,975.94

Staff reviewed the proposal and determined Segura Home Solutions is the lowest, responsive, responsible bidder. Staff recommends awarding the work to Segura Home Solutions.

ATTACHMENTS:

1. Letter Agreement with Segura Home Solutions

City of **Coachella**

53-990 Enterprise Way, Coachella, California 92236

Phone (760) 398-5744 * Fax (760) 398-1630 * www.coachella.org

September 9, 2026

Segura Home Solutions Corp.

53003 Calle Empalme, Coachella, CA 92236

Re: City Hall and Library Exterior Painting, Project # PW 2026-06

Dear Mr. Segura:

This letter shall be our Agreement regarding the City Hall and Library Exterior Painting described below ("'Services") to be provided by Segura Home Solutions Corp., a Corporation, ("Contractor") *as* an independent contractor to the City of Coachella for the City Hall and Library Painting, Project # PW 2026-06 ("Project").

The Services to be provided include the following: providing labor and material to prep and paint the exterior of the City Hall and Library. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor shall perform all Services under this Letter of 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, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall not exceed **Eighty Thousand Four Hundred Forty Dollars and Zero Cents ($80,440.00).**

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

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers' [illegible]on coverage for such employees which meets all requirements of state law.

Invoices shall be submitted to the City as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall be completed by December 31, 2026. The City may terminate this Letter of Agreement up to December 31, 2026 without cause. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. To the fullest extent permitted by Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expe1t witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volm1teers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

CITY OF COACHELLA

Approved by:

_____

Gustavo Romo
City Manager

CONTRACTOR

Reviewed and Accepted by Contractor:

_____

Signature

_____

Name

_____

Title

_____

Date

Exhibit 'A'

53003 Calle Empalme, Coachella, Ca 92236

Business Name: Segura Home Solutions Corp
Contractor Name: Francisco Segura Jr.
Business Phone Number: (760) 223-9148
Business email:segurahomesolutions@gmail.com

License Number: 1099737
Liability Insurance: Pacific United Insurance Services Policy #: CK01CAC000467-03
Workers Comp: Valley Forge Insurance Company Policy #:8036000260
Bond information: River Insurance Company
Bond Number: 04CF644621
Bond Amount: $25,000 Effective Date06/06/2026

PROPOSAL

08/19/2026

Client Information:

City of Coachella

Proposal for Property: Coachella City Hall

*This job is being bid at Prevailing wages.

Project Description: Coachella City Hall Exterior Painting

- Power wash building.
- Prep and protect all surrounding areas of the building.
- Scrape all loose and peeling paint.
- Minimal patch repair prime all necessary areas.
- Prep all window frames.
- Prime and paint all flashing.
- Apply two coats of paint to all exterior surfaces.
- Apply two coats of paint to all window frames.
- Paint all building lettering.

Estimated project time Frame: Approximately two (2) weeks.

Scope of Work Pricing:
Contractor will perform the above work for the proposed ***TOTAL SUM OF $32,734***

Acceptance of Contract-

Any work outside the scope of this proposal will require approved written change order before additional work is performed. A deposit may be required for any change orders and to be paid in full once change order is executed. This proposal is approved and accepted by client. Each party understands that there are NO verbal agreements. Acceptance of this proposal authorizes Segura Home Solutions Corp to proceed with the work described herein. The above prices, specifications and conditions are satisfactory and are hereby accepted.

Approved and Accepted By:_____ **Date:**_____
(Client)



53003 CALLE EMPALME, COACHELLA, CA 92236

BUSINESS NAME: SEGURA HOME SOLUTIONS CORP
CONTRACTOR NAME: FRANCISCO SEGURA JR.
BUSINESS PHONE NUMBER: (760) 223-9148
BUSINESS EMAIL:SEGURAHOMESOLUTIONS@GMAIL.COM

LICENSE NUMBER: 1099737
LIABILITY INSURANCE: PACIFIC UNITED INSURANCE SERVICES POLICY #: CK01CAC000467-03
WORKERS COMP: VALLEY FORGE INSURANCE COMPANY POLICY #:8036000260
BOND INFORMATION: RIVER INSURANCE COMPANY
BOND NUMBER: 04CF644621
BOND AMOUNT: $25,000 EFFECTIVE DATE06/06/2026

PROPOSAL

08/19/2026

Client Information:

City of Coachella

Proposal for Property: Coachella Library

*This job is being bid at Prevailing wages.

Project Description: Coachella Library Exterior Painting

Scope of Work:

- Prepare and protect the entire exterior work area.
- Prep the entire exterior of the building and patio for painting.
- Scrape all loose, peeling, or failing paint as necessary.
- Minimal Patch and repair all necessary surface imperfections and damaged areas.
- Prime all repaired and patched areas.
- Apply two coats of paint to all fascia.
- Apply two coats of paint to all overhangs.
- Apply two coats of paint to all exterior stucco walls.
- Complete the exterior using selected colors.
- Perform final cleanup and leave the work area clean upon completion.
- Excluded work-wooden patio beams, black metal cross

Estimated project time Frame: Approximately two (2) weeks.

Scope of Work Pricing:

Contractor will perform the above work for the proposed ***TOTAL SUM OF $ 47,706***

Acceptance of Contract-

Any work outside the scope of this proposal will require approved written change order before additional work is performed. A deposit may be required for any change orders and to be paid in full once change order is executed. This proposal is approved and accepted by client. Each party understands that there are NO verbal agreements. Acceptance of this proposal authorizes Segura Home Solutions Corp to proceed with the work described herein. The above prices, specifications and conditions are satisfactory and are hereby accepted.

Approved and Accepted By:_____ **Date:**_____
(Client)

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Delia Granados, Deputy City Clerk

PREPARED BY: Delia Granados, Deputy City Clerk

SUBJECT: Addition of Anti-Nepotism Language to City Commissions Applications

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PROJECT DESCRIPTION:

This item is proposing to add anti-nepotism language to the City's Commissions applications.

STAFF RECOMMENDATION:

Staff Recommends that the City Council review and provide feedback and direction on the attached Commission Application with new proposed anti-nepotism language.

FISCAL IMPACT:

None.

BACKGROUND:

On July 22, 2026, staff presented a revision to the City's anti-nepotism policy. The City Council adopted Resolution No. 2026-49 Amending Section 6.10 of the City of Coachella Personnel Rules and Regulations Regarding Anti-Nepotism. On August 12, 2026, the City Council directed staff to bring back an item to add anti-nepotism language to the City's Commissions application at a future agenda. The intent of the added language is to prevent any perception of nepotism for new commission appointees by councilmembers in a similar fashion as the City's anti-nepotism policy for new hires.

DISCUSSION/ANALYSIS:

Staff reviewed anti-nepotism practices at various public agencies and found that language can be placed on a commission application to prevent the occurrence of nepotism within City commissions. After much review and consideration, staff added new anti-nepotism language to the commission application, which is identified in red track changes on the draft application attached. The language on the commission application includes the following: "to promote public confidence and avoid the appearance of nepotism or favoritism, residents are not eligible for

appointment if they are a relative or household member of any City Councilmember. ‘Relative’ means a spouse, domestic partner, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, in-law, step-relative, or person residing in the same household as the Councilmember. Applicants must disclose any such relationship.”

Staff further added an attestation clause as proof to the truthfulness of the information on the application and to hold applicants accountable.

CONCLUSION:

Staff Recommends that the City Council review and provide feedback and direction on the attached Commission Application with new proposed anti-nepotism language.

ATTACHMENT(S):

Draft Redlined Commission Application

CITY OF COACHELLA

COMMISSION APPLICATION

NAME: _____

ADDRESS: _____

TELEPHONE: _____ **E-MAIL:** _____

COMMISSION:

(PLEASE PLACE A CHECK MARK NEXT TO THE COMMITTEE YOU ARE APPLYING FOR TO AVOID DELAY OR REJECTION OF THE APPLICATION)

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

To be eligible for appointment to any Commission you must be a resident of the City of Coachella. In addition, to promote public confidence and avoid the appearance of nepotism or favoritism, residents are not eligible for appointment if they are a relative or household member of any City Councilmember. "Relative" means a spouse, domestic partner, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, in-law, step-relative, or person residing in the same household as the Councilmember. Applicants must disclose any such relationship. Members may only serve on one commission/committee.

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

PLEASE FURNISH BRIEF RESPONSES TO THE QUESTIONS BELOW:

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

6. Are you related to any member of the City Council, or do you reside in the same household as any member of the City Council? ☐ No ☐ Yes

I declare under penalty of perjury that all information submitted in connection with this commission application is true, correct, and complete to the best of my knowledge and belief. I understand that any misrepresentation, omission, or false information may result in denial of this application, removal from consideration, or revocation of any commission or committee appointment.

_____ _____

Signature Date

……..

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

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

PLEASE RETURN THIS COMPLETED APPLICATION TO:

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

cityclerk@coachella.org

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., Public Works Director/City Engineer

PREPARED BY: Brianna Greenwood, P.E., Senior Civil Engineer

SUBJECT: Construction Contract with JB Bostick, LLC. in the amount of $224,681.00 plus 10% contingency for the Construction of the Avenida de Platina Neighborhood Paving Rehabilitation, City Project No.ST-135.

STAFF RECOMMENDATION:

Authorize City Manager to execute a Construction Contract with JB Bostick, LLC. in the amount of $224,681.00 plus 10% contingency for the Construction of the Avenida de Platina Neighborhood Paving Rehabilitation, City Project No.ST-135.

FISCAL IMPACT:

No fiscal impact, the project has been included in the City's approved CIP FY 26/27 budget. The contract amount of $224,681.00 and contingency in an amount of $22,468.10 will be funded with Measure A and SB1.

BACKGROUND:

The project has been included in the FY 26/27 pavement management plan in the Measure A and SB1 project lists. The project will grind and overlay 4" of asphalt of approximately 50,000 square feet within the Avenida de Platina Neighborhood, generally located north of Avenue 50 west of Cesar Chavez. The project also includes speed hump removal and reconstruction, signage and striping improvements, lowering and final grade adjustment of manholes, cleanouts, water valves, frames and collars, and all associated work.

DISCUSSION/ANALYSIS:

The City requested public bids in accordance with City standards and in compliance with the California Public Contract Code. On July 24, 2026, the City issued the Notice Inviting Bids with a non-mandatory job walk held on August 4, 2026. The project bid opening was held on August 19, 2026 at 10:00 a.m., with twelve companies submitting a bid for this project.

Bid opening results:

Company Name:	**City:**	**Bid Amount:**
JB Bostick, LLC.	Anaheim	$224,681.00
R.J. Noble Company	Orange	$254,928.80
Prestige Paving Company, Inc.	La Mirada	$255,776.06
Granite Construction Company	Indio	$276,000.00
Vance Corporation	Bloomington	$280,983.00
Romero General Construction Corp.	Escondido	$297,297.00
Hardy & Harper, Inc.	Lake Forest	$315,000.00
LCR Earthwork & Eng. Corp.	Jurupa Valley	$315,885.00
Rove Engineering, Inc.	El Centro	$317,031.50
NPG, Inc.	Perris	$338,698.00
Onyx Paving Company, Inc.	Anaheim	$345,000.00
LC Paving & Sealing, Inc.	Escondido	$359,718.00

Staff has reviewed the bid and determined that JB Bostick, LLC. is the lowest, responsive, responsible bidder. The total project cost, including construction and a 10% contingency is as follows:

Project Item:	**Project Cost:**
Construction	$ 224,681.00
Construction Contingency (10%)	$ 22,468.10
TOTAL PROJECT COST:	$ 247,149.10

ATTACHMENTS:

1. Construction Contract for JB Bostick, LLC.
2. Bid Tabulation

CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), is made and entered into this 9th day of September, 2026, by and between City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53462 Enterprise Way, Coachella, California 92236, sometimes hereinafter called the "City" and **JB Bostick, LLC, a Limited Liability Company, with its principal place of business at 2870 East La Cresta Avenue, Anaheim, CA 92806**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

AVENIDA DE PLATINA NEIGHBORHOOD PAVEMENT REHABILITATION PROJECT
CITY PROJECT NO. ST-135

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **30 Working Days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Hundred Twenty-Four Thousand Six Hundred Eighty-One Dollars and Zero Cents ($224,681.00)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Working Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the

Contractor will pay the City the sum of **$1,500.00 for each and every Working Day** of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture, if the improvements are not completed by the date set forth in the Invitation to Bid. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The “Contract Documents” include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Drug-Free Workplace Certification
Asbestos-Free Material Certification
Recycled Content Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction
General Conditions
Special Conditions
Technical Specifications
Addenda
Construction Plans and Drawings
City of Coachella Standard Specifications and Procedures (Latest)
City of Coachella Standard Infrastructure Drawings (Latest) including Surface Improvement Standards and Water Standards
Standard Specifications for Public Works Construction “Greenbook” (Latest), Except Sections 1-9
Standard Plans for Public Works Construction “Greenbook” (Latest)
Caltrans Standard Specifications (Latest), except Division 1
Caltrans Standard Plans (Latest)
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Approved and fully executed Change Orders
Permits
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates may be obtained online at **http://www.dir.ca.gov** and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF COACHELLA

By:_____
Gustavo Romo, City Manager

ATTEST:

By: _____
Angela Zepeda, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

JB BOSTICK, LLC.

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

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

A - 341573
Contractor's License Number and Classification

1000000734
DIR Registration Number

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

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, , before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Coachella, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 53462 Enterprise Way, Coachella, California 92236 (hereinafter referred to as the "City") has awarded to _____**,** (hereinafter referred to as the "Contractor") an agreement for **Avenida De Platina Neighborhood Pavement Rehabilitation Project, City Project No. ST-135**, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ **DOLLARS, ($_____)**, said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor

remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

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

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Coachella, a municipal corporation organized and operating under the laws of the State of California (hereinafter designated as the "City"), by action taken or a resolution passed on _____Date_____ ,_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Avenida De Platina Neighborhood Pavement Rehabilitation Project, City Project No. ST-135** (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ **Dollars ($**_____**)** lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining

or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____,_____ , before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, ____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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☐ Individual
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_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

END OF PAYMENT BOND

CITY OF COACHELLA
Avenida Platina Neighborhood Pavement Rehabilitation Project
Project No. ST-135

Bid Schedule				JB Bostik, LLC		R.J. Noble Company		Prestige Paving Company, Inc.		Granite Construction Company		Vance Corporation		Romero General Construction Corp.		Hardy & Harper, Inc.		LCR Earthwork & Engineering, Corp.		Rove Engineering, Inc.		NPG, Inc.		Onyx Paving Company, Inc.		LC Paving & Sealing, Inc.	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	$3,500.00	$3,500.00	$22,500.00	$22,500.00	$6,028.00	$6,028.00	$6,812.00	$6,812.00	$17,900.00	$17,900.00	$25,000.00	$25,000.00	$11,000.00	$11,000.00	$40,000.00	$40,000.00	$30,377.00	$30,377.00	$29,925.00	$29,925.00	$15,000.00	$15,000.00	$30,000.00	$30,000.00
2	Dust Control/Stormwater Best Management Practices (BMP's)	1	LS	$1,500.00	$1,500.00	$950.00	$950.00	$4,790.00	$4,790.00	$200.00	$200.00	$7,780.00	$7,780.00	$2,950.00	$2,950.00	$3,164.00	$3,164.00	$3,000.00	$3,000.00	$10,623.00	$10,623.00	$6,977.00	$6,977.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
3	Traffic Control/Site Protection	1	LS	$2,500.00	$2,500.00	$35,000.00	$35,000.00	$1,796.00	$1,796.00	$1,000.00	$1,000.00	$7,400.00	$7,400.00	$42,643.15	$42,643.15	$41,550.00	$41,550.00	$20,000.00	$20,000.00	$29,553.00	$29,553.00	$4,000.00	$4,000.00	$63,845.00	$63,845.00	$20,000.00	$20,000.00
4	Grind/Remove Existing Asphalt, Agg. Base, and/or Subgrade to 4" Depth (F)	51,220	SF	$0.60	$30,732.00	$0.64	$32,780.80	$1.07	$54,805.40	$1.00	$51,220.00	$0.95	$48,659.00	$0.93	$47,634.60	$0.95	$48,659.00	$1.00	$51,220.00	$1.10	$56,342.00	$2.50	$128,050.00	$0.85	$43,537.00	$1.50	$76,830.00
5	Construct 4" AC Over Re-compacted Subgrade (F)	51,220	SF	$2.95	$151,099.00	$2.40	$122,928.00	$2.88	$147,513.60	$3.40	$174,148.00	$3.00	$153,660.00	$2.58	$132,147.60	$3.35	$171,587.00	$3.25	$166,465.00	$2.90	$148,538.00	$2.50	$128,050.00	$3.40	$174,148.00	$3.65	$186,953.00
6	Lower and Adjust Existing Water Valve Frame & Cover to Grade Per COC Std. W-12 & 12.1	3	EA	$2,000.00	$6,000.00	$1,950.00	$5,850.00	$2,305.34	$6,916.02	$2,100.00	$6,300.00	$2,700.00	$8,100.00	$2,300.00	$6,900.00	$2,000.00	$6,000.00	$1,500.00	$4,500.00	$2,050.00	$6,150.00	$2,862.00	$8,586.00	$2,100.00	$6,300.00	$985.00	$2,955.00
7	Lower and Adjust Existing Sewer Manhole Frame & Cover to Grade Per COC Std. D-10	3	EA	$2,000.00	$6,000.00	$2,000.00	$6,000.00	$2,365.34	$7,096.02	$3,000.00	$9,000.00	$2,700.00	$8,100.00	$3,200.00	$9,600.00	$2,000.00	$6,000.00	$1,500.00	$4,500.00	$1,270.00	$3,810.00	$2,862.00	$8,586.00	$2,100.00	$6,300.00	$2,000.00	$6,000.00
8	Lower and Adjust Existing Sewer Cleanout Frame & Cover to Grade Per CVWD Std S-6	2	EA	$2,125.00	$4,250.00	$1,950.00	$3,900.00	$2,305.50	$4,611.00	$2,100.00	$4,200.00	$2,700.00	$5,400.00	$3,200.00	$6,400.00	$2,000.00	$4,000.00	$1,500.00	$3,000.00	$1,271.00	$2,542.00	$2,862.00	$5,724.00	$2,100.00	$4,200.00	$1,885.00	$3,770.00
9	Remove Existing Speed Hump	3	EA	$200.00	$600.00	$150.00	$450.00	$312.67	$938.01	$340.00	$1,020.00	$570.00	$1,710.00	$340.55	$1,021.65	$1,100.00	$3,300.00	$1,000.00	$3,000.00	$378.00	$1,134.00	$1,000.00	$3,000.00	$400.00	$1,200.00	$800.00	$2,400.00
10	Construct Fire Department Approved Speed Hump per COC Std. S-32.2	3	EA	$1,500.00	$4,500.00	$4,200.00	$12,600.00	$3,673.67	$11,021.01	$3,700.00	$11,100.00	$3,500.00	$10,500.00	$4,000.00	$12,000.00	$2,730.00	$8,190.00	$2,500.00	$7,500.00	$4,880.50	$14,641.50	$3,200.00	$9,600.00	$4,600.00	$13,800.00	$4,175.00	$12,525.00
11	Paint Speed Humps, Crosswalks, Pavement Markings, Red Curb, & Install RPM's per Plan	1	LS	$10,000.00	$10,000.00	$8,220.00	$8,220.00	$8,225.00	$8,225.00	$8,700.00	$8,700.00	$9,310.00	$9,310.00	$8,700.00	$8,700.00	$9,000.00	$9,000.00	$8,500.00	$8,500.00	$9,386.00	$9,386.00	$3,100.00	$3,100.00	$9,200.00	$9,200.00	$9,125.00	$9,125.00
12	Remove and/or Relocate Post & Sign per Plan	2	EA	$500.00	$1,000.00	$375.00	$750.00	$239.50	$479.00	$100.00	$200.00	$107.00	$214.00	$100.00	$200.00	$150.00	$300.00	$450.00	$900.00	$217.00	$434.00	$500.00	$1,000.00	$110.00	$220.00	$415.00	$830.00
13	F&I Post & Sign (Speed Hump) per COC Std. S-32	6	EA	$500.00	$3,000.00	$500.00	$3,000.00	$259.50	$1,557.00	$350.00	$2,100.00	$375.00	$2,250.00	$350.00	$2,100.00	$375.00	$2,250.00	$550.00	$3,300.00	$583.50	$3,501.00	$350.00	$2,100.00	$375.00	$2,250.00	$555.00	$3,330.00
TOTAL					$224,681.00		$254,928.80		$255,776.06		$276,000.00		$280,983.00		$297,297.00		$315,000.00		$315,885.00		$317,031.50		$338,698.00		$345,000.00		$359,718.00

Indicates Staff correction of the math.

Indicates Apparent Low Bidder

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Andrew Simmons, P.E., Public Works Director/City Engineer

PREPARED BY: Brianna Greenwood, P.E., Senior Civil Engineer

SUBJECT: Authorize the direct purchase of Skatepark equipment from American Ramp Company, in an amount not-to-exceed $225,000 for the Dateland Skatepark, City Project P-27.

STAFF RECOMMENDATION:

Authorize the direct purchase of Skatepark equipment from American Ramp Company, in an amount not-to-exceed $225,000 for the Dateland Skatepark, City Project P-27.

FISCAL IMPACT:

The Dateland Skatepark Project has been budgeted in the FY 26/27 CIP budget and is funded by the TCC Grant. No additional appropriations are required.

BACKGROUND:

On February 10, 2025, the City of Coachella entered into a standard agreement with the Strategic Growth Council (SGC) for the Transformative Climate Communities (TCC) grant award in the amount of $22,125,000. The Coachella Prospera initiative is comprised of multiple projects to be implemented in a five-square mile area in the selected areas of the City, and each project and plan is led by a partnering organization in support of a shared vision of climate resiliency. As a part of this initiative, the City is the lead in several of these projects including the Dateland Skatepark.

DISCUSSION/ANALYSIS:

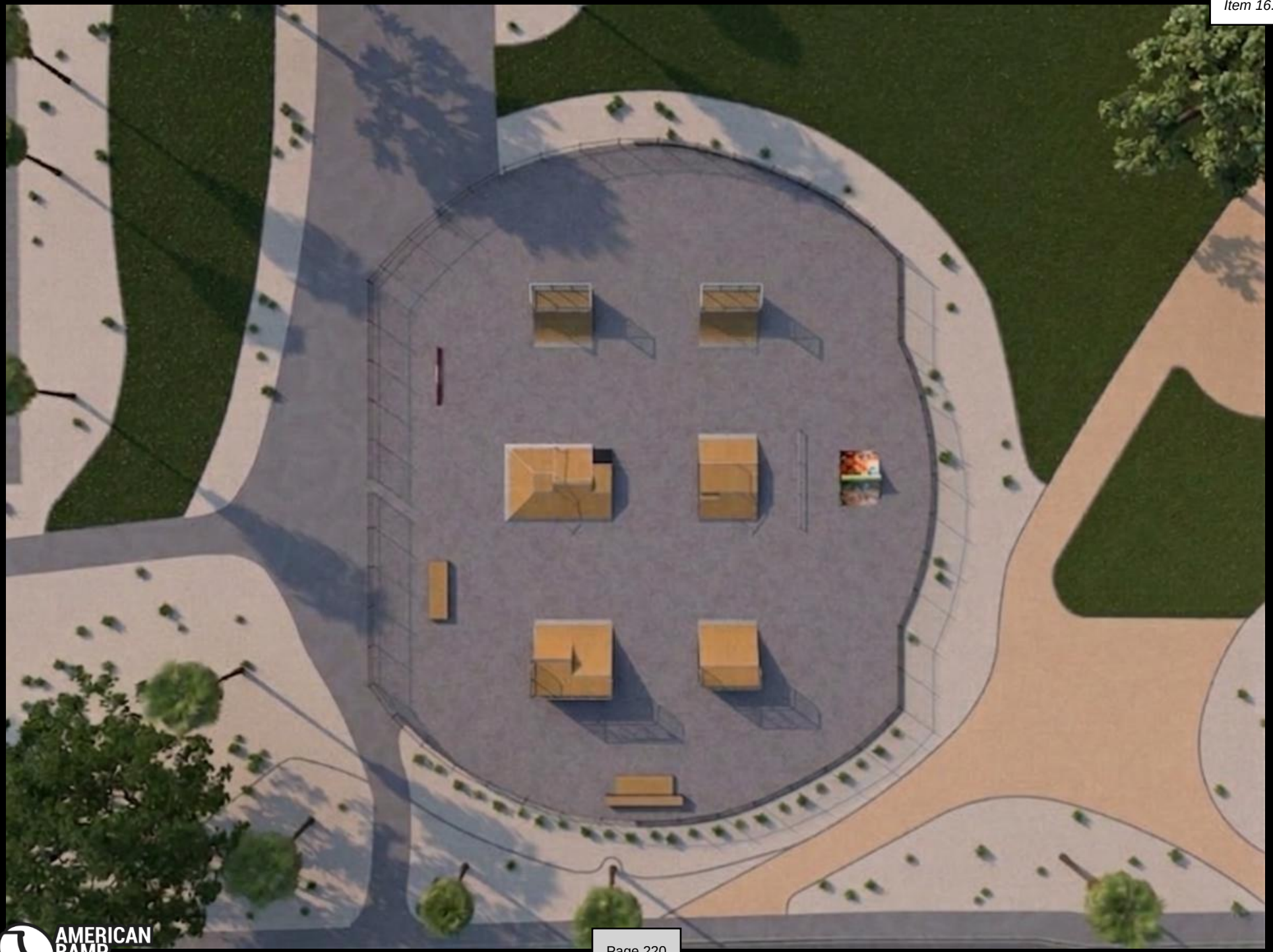
A cooperative purchasing agency (Sourcewell) has completed a formal bid process and awarded bids to American Ramp Company. As a member of Sourcewell, the City may piggyback and take advantage of this service agreement and requests authorization to make the direct purchases that have been quoted in the attachments.

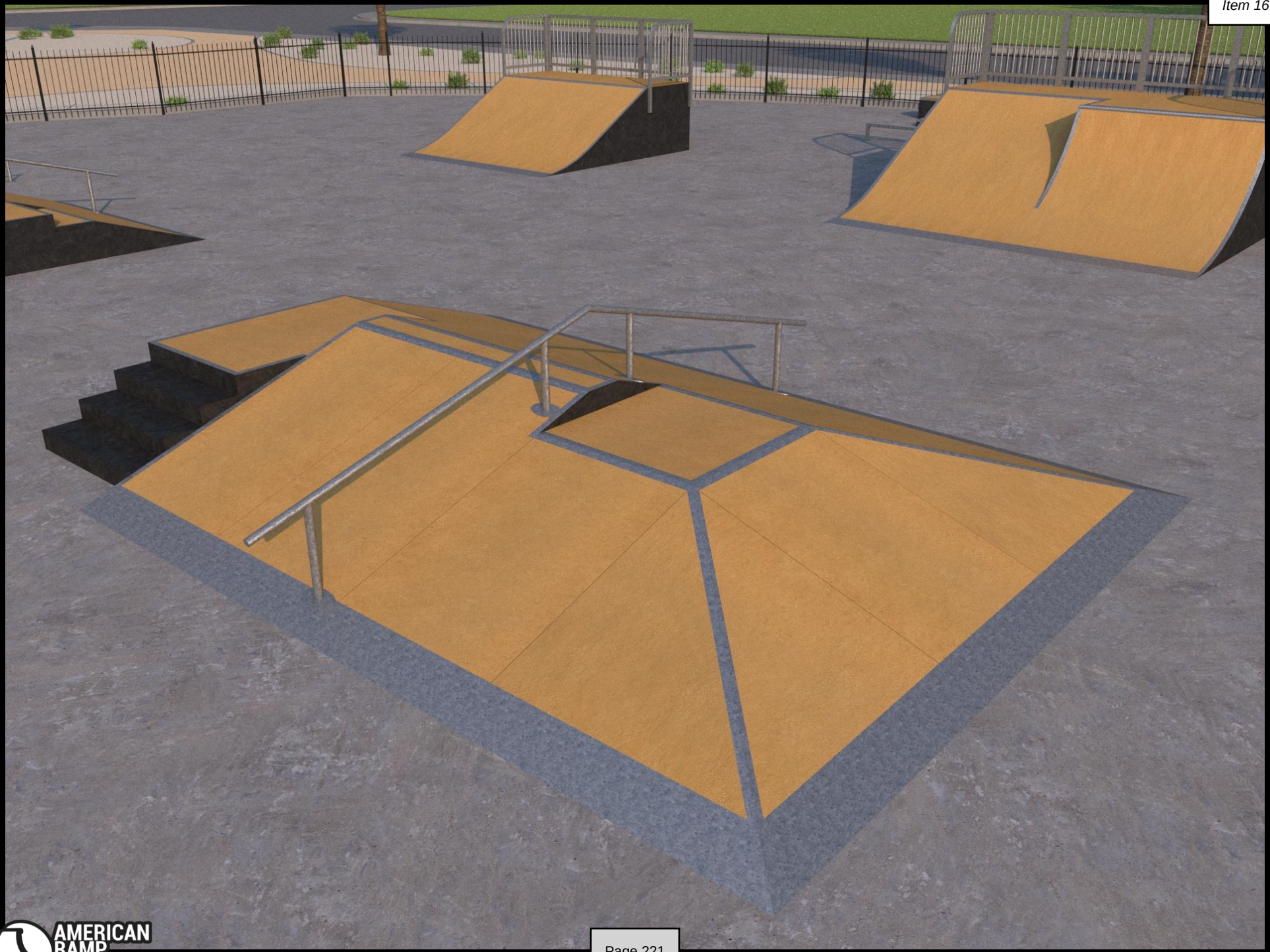
American Ramp Company proposes to provide the City with “turn-key” services (i.e., public outreach, design, manufacturing, and installation) for development of approximately 9,000-square

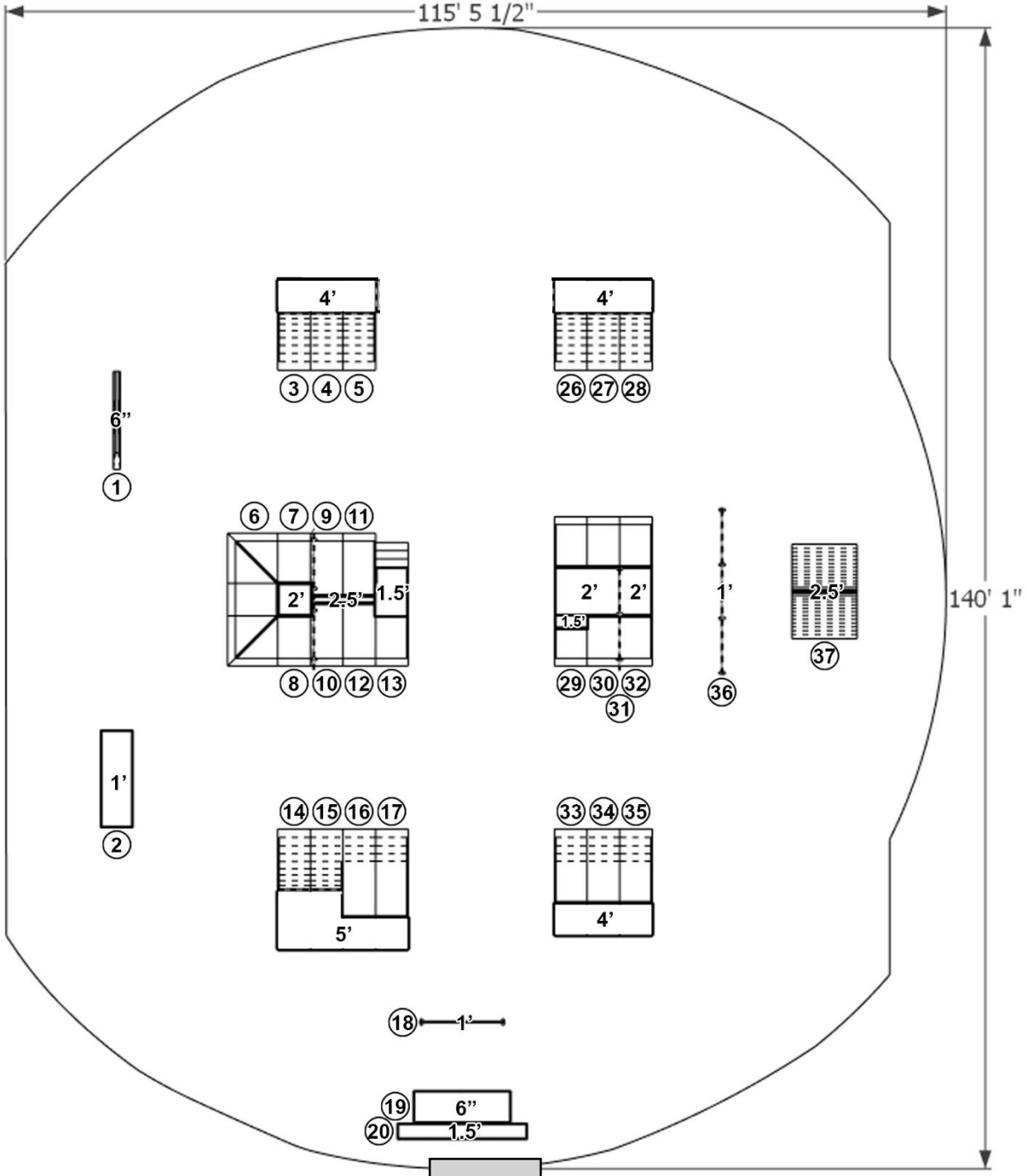
foot skate park at Dateland Park. The purchase would include above ground amenities in their X Series line that includes a triple-layer riding surface with a classic look. This product is manufactured by American Ramp Company and installed at the project site. This product offers a 20-year warranty on all steel ramp components, 15-year warranty on all HDPE Substrate, and a 5-year warranty on phenolic surface.

ATTACHMENTS:

1. American Ramp Company Scope Letter






115' 5 1/2"
140' 1"
4'
3 4 5
4'
26 27 28
6"
1
6 7 9 11
2'
2.5'
1.5'
8 10 12 13
2'
2'
1.5'
29 30 32
31
1'
36
2.5'
37
1'
2
14 15 16 17
5'
33 34 35
4'
18
1'
19
6"
20
1.5'

601 S. McKinley Ave., Joplin, MO 64801
Local: 417-206-6816
Fax: 417-206-6888
sales@americanrampcompany.com

AMERICAN RAMP COMPANY

Quote #	Design #	Customer	Date	Designer
Q29939.1	9603	City of Coachella	08-28-26	Chuck Dodge

Item	Obstacle	Height	Width	Length	X Series
1	Julia's Curb	6"	10"	12.0'	
2	Grindbox	1.0'	4.0'	12.0'	
3	Quarter Pipe	4.0'	4.0'	11.0'	
4	Quarter Pipe	4.0'	4.0'	11.0'	
5	Quarter Pipe	4.0'	4.0'	7.0'	
6	Pyramid Section (Wedge)	2.0'	6.0'	16.0'	
7	Wedge, Flat, Wedge	2.0'	4.0'	16.0'	
8	Grind Rail, Kinked (Round)	1.5'	2"	18.0'	
9	Bank Ramp (Wedge)	2.5'	4.0'	8.0'	
10	Bank Ramp (Wedge)	2.5'	4.0'	8.0'	
11	Bank Ramp (Wedge)	2.5'	4.0'	8.0'	
12	Bank Ramp (Wedge)	2.5'	4.0'	8.0'	
13	Wedge, Flat, Stair	2.0'	4.0'	15.0'	
14	Quarter Pipe	5.0'	4.0'	15.0'	
15	Quarter Pipe	5.0'	4.0'	15.0'	
16	Bank Ramp	5.0'	4.0'	15.0'	
17	Bank Ramp	5.0'	4.0'	15.0'	
18	Grind Rail (Square)	1.0'	3"	10.0'	
19	Grindbox	6"	4.0'	12.0'	
20	Grindbox (2' Wide)	1.5'	2.0'	16.0'	
26	Quarter Pipe	4.0'	4.0'	7.0'	
27	Quarter Pipe	4.0'	4.0'	11.0'	
28	Quarter Pipe	4.0'	4.0'	11.0'	
29	Euro Gap	2.0'	4.0'	18.0'	
30	Wedge, Flat, Wedge	2.0'	4.0'	18.0'	
31	Grind Rail, Kinked (Round)	1.5'	2"	13.0'	
32	Wedge, Flat, Wedge	2.0'	4.0'	18.0'	
33	Bank Ramp	4.0'	4.0'	13.0'	
34	Bank Ramp	4.0'	4.0'	13.0'	
35	Bank Ramp	4.0'	4.0'	13.0'	
36	Grind Rail (Round)	1.0'	2"	20.0'	
39	DIY Spine	2.5'	8.0'	11.5'	

TOTAL	$189,601.11
Sourcewell Discount	-$15,168.08
Sales Tax @ 8.75%	$10,688.83
Remove and Dispose of Existing Ramps	$39,878.14
GRAND TOTAL	**$225,000.00**

601 S. McKinley Ave., Joplin, MO 64801
Local: 417-206-6816
Fax: 417-206-6888
sales@americanrampcompany.com

Quote #	Design #	Customer	Date	Designer
Q29939.1	9603	City of Coachella	08-28-26	Chuck Dodge

Notes:

- This design is intended to be a concept only. Layout and ramp list to be confirmed prior to installation.
- This turnkey quote includes equipment, shipping, and installation.
- This quote includes a Sourcewell discount (if procured through Sourcewell Purchasing Co-Op).
- This quote includes prevailing wage.
- This quote includes sales tax on material only at 8.75%. If not applicable, call for revised quote.
- Quote includes removal and disposal of existing ramps.
- Quote is good for 30 days.

Purchase through our competitively bid government Sourcewell contract.



STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Andrew R. Simmons, Director of Public Works/City Engineer

PREPARED BY: Andrew R. Simmons, Director of Public Works/City Engineer

SUBJECT: Approve Sponsorship and in-kind services request for the 2026 Synergy Zine and Live Art Festival by Culturas Music and Arts in the Amount of $25,000.

PROJECT DESCRIPTION:

Synergy Music and Arts Festival was established in 2012 with the unveiling of the Shady Lane Mural. Since then, the Synergy Festival has been convening artists, musicians, and the community to celebrate culture by featuring live music performances, a low-rider car show, art created by local artists, and other creative activities for all ages.

STAFF RECOMMENDATION:

Staff recommends that the City Council considers approving a sponsorship request for the Synergy Zine and Art Festival by Culturas Music and Arts in the Amount of $19,000 and provide approximately $6,000 of in-kind support services for a total event contribution of $25,000, which is in line with the approved budgeted allocation for this event. This total does not include staff overtime expenses which are budgeted under salaries and benefits and are not billed directly to the event. The total estimated cost of overtime for staffing the event is approximately $4,000.

FISCAL IMPACT:

No Fiscal Impact. The Synergy Zine Festival has been included in the approved 26/27 fiscal budget funded from the General Fund. The City has budgeted $25,000 in funds for the Synergy Zine Festival in the approved 26/27 fiscal year budget. A proposed Sponsorship of $19,000 with approximately $6,000 in estimated support services will total $25,000 in total event expenses, in accordance with the approved budget.

DISCUSSION/ANALYSIS:

This year's Synergy Zine and Live Art Festival is taking place on Saturday, November 14, 2026 from 10:00 am until 6:00 p.m. at Dateland Park and will feature live bands, a music disc jockey, food vendors, art displays, merchandise vendors, and car show (this year's event will not have a beer garden).

Culturas Music and Arts is also requesting the following "in-kind" items, which have an approximate total value of $6,000:

1. Road closures along Shady Lane between Bagdad Street and Avenue 52 - $3,000
2. Five (5) Portable Bathrooms with Wash Stations - $1,500
3. Trash Bins - $500
4. Two (2) Small Generators for DJ and Car Show - $1,000
5. City support Staff – (Overtime costs for events are covered in annual salary estimates and are not billed directly to the event)

Additionally, Culturas Music and Arts is also requesting that the City supply a stage and sound system for the event this year which was not included in the annual proposed budget. The additional cost for these items is estimated to be about $15,000.

Culturas Music and Arts has requested a total sponsorship of $20,200 and their in-kind requests are an additional $21,000. The total request from Culturas Music and Arts, is in excess of $45,000 when combined with the expected overtime costs for the event. Staff does not recommend this level of contribution since it is in excess of the approved annual budget for the event.

CONCLUSION:

City Staff recommends approving sponsorship and in-kind services for a total amount of $25,000 for the Synergy Zine Festival, which includes a $19,000 sponsorship and $6,000 of in-kind services.

Alternatively, City council could sponsor the full cost of the event and all requested in-kind services including procurement of a stage and sound system at a total cost of $41,200. This level of sponsorship would require an additional General Fund allocation of $16,200.

ATTACHMENT(S):

Synergy Music and art Festival – Sponsorship request.

Synergy Music & Arts Festival – November 14,2026 Dateland Park Coachella

Budget Overview

Total Cash Budget: $20,200

Coordination & Staffing

- Live Art Coordinator Stipend **$1,200**
- Additional Coordinator Stipends **$1,000**
- Kids Ballet Program (snacks, drinks, stipends) **$800**

Art Programs & Supplies

- Paint supplies, water, snacks, artist fees for live art panels. **$7,000**
- Kids arts supplies (crafts, paint, markers, paper) **$800**
- Community performers (music, dance, cultural groups) **$3,500**
- Car show trophies (lowrider culture awards) **$1,000**

Music & Entertainment

- DJ services **$600**

Promotion & Visibility

- Promotional shirts (volunteers, artists, staff) **$1,500**
- Promotional flyers (community outreach) **$500**

Event Infrastructure

- Canopy, chairs, tables for visitors .....,,,,,, **$900**
- Fire permit .....,,,,,,. **$600**
- Environmental permit .....,,,,,,,,, **$500**
- Event insurance ..... ,,,,,,**$300**

In-Kind Support Requested

- Street closures: Bagdad Ave & Shady Lane through Ave 52
- Five (5) porta potties with wash basins
- Small stage with sound system
- **Two generators (one for DJ, one for vendor support)**
- Barricades, cones, and safety signage
- City support for traffic control and public safety presence

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Why This Festival Matters

The Synergy Music & Arts Festival uplifts the cultural, artistic, and community spirit of the Eastern Coachella Valley. In a region where access to the arts is limited, Synergy creates a **free, welcoming space** where families, youth, artists, and culture-keepers can gather, express themselves, and feel seen.

Synergy **breaks stigmas** by showcasing the beauty, talent, and creativity that thrive in our neighborhoods. It invites people from **throughout the entire Coachella Valley** to come together, connect, and experience the richness of our community. The festival builds **true community**, offering a space for **self-expression**, healing, and cultural pride through art, music, dance, storytelling, and tradition.

This festival provides **paid opportunities** for local artists, dancers, musicians, and community performers who rarely receive public platforms. It honors **lowrider culture**, **youth dancers**, and **community storytellers**, strengthening intergenerational connection and belonging.

Synergy also supports **economic opportunities** for small businesses and vendors, while offering safe, family-friendly programming that promotes wellness, unity, and joy.

Most importantly, Synergy shows our youth that **their stories, their art, and their culture matter**. It is an investment in the future of the Eastern Coachella Valley—building confidence, creativity, and collective joy.

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Celina Jimenez, Director of Economic Development

PREPARED BY: Celina Jimenez, Director of Economic Development

SUBJECT: Approve a Professional Services Agreement and a Contract Option for the Greater Coachella Valley Chamber of Commerce Business Support Services for Fiscal Year 2026-27

STAFF RECOMMENDATION:

Staff is seeking direction from the City Council on selecting and approving a professional services agreement and contract option for the Greater Coachella Valley Chamber of Commerce to operate the Coachella Community Business and Resource Center with either a three or four-day service model for fiscal year 2026-27.

FISCAL IMPACT:

The Greater Coachella Valley Chamber of Commerce is offering two contract service options for the Coachella Community Business and Resource Center:

1. Option (A) Four-Day Service Model: $50,000 | 9AM – 4PM
2. Option (B) Three-Day Service Model: $40,000 | 9AM – 4PM

BACKGROUND:

On July 8, 2026, the City Council approved a contribution of $28,000 for the Greater Coachella Valley Chamber of Commerce (the Chamber) in an effort to continue the coordination of upcoming special events and requested that the Chamber return at a later date with further justification to consider additional funds.

The Chamber is proposing to operate a Coachella Community Business & Resource Center as a comprehensive business support, education, outreach, and shared workspace program serving businesses throughout the City of Coachella. This proposed structure consolidates the Chamber's traditional Business Services agreement with the expanded Community Business and Resource Center model. In prior years, the Chamber's standard Business Services program was provided as a separate $6,000-dollar annual line item. Under this proposal, that separate line item would be

eliminated and the full scope of those services would be incorporated into the annual operating rate for the Community Business and Resource Center. The annual investment therefore includes both the Chamber's existing business support services and a significantly expanded level of local access, education, outreach, workspace, partner resources, and wraparound business assistance.

DISCUSSION/ANALYSIS:

Under either service option, the Chamber will provide:

Business Services

- Business assistance, support, and referrals
- Ribbon cuttings and business milestone recognition
- Business resource connections
- Workforce development and hiring resources
- Marketing and business-growth assistance
- Connections to financing, technical assistance, and other business programs
- Chamber program and event connections
- Business advocacy and representation
- Proactive outreach to businesses throughout the City of Coachella
- Follow-up and coordination of business service requests

These services represent the full scope of the Business Services program previously contracted separately at $6,000 annually and are included within the rates below at no additional cost.

Community Business & Resource Center

- Staffed Chamber office during designated operating hours
- Free shared desk and workspace access for businesses and entrepreneurs
- Wi-Fi access
- Printing and basic office services
- Conference room and meeting space
- Professional space for meetings and collaboration
- Access to Chamber staff for business assistance and resource navigation
- Coordination of partner office hours and resource sessions

Wraparound Business Support

The Chamber will coordinate with regional and local partners to help make additional business resources more consistently available within Coachella.

- Potential services may include:
- Workforce development
- Employee recruitment and training
- Business planning and technical assistance
- Marketing, branding, and communications
- Access to capital and financial resources
- Entrepreneurship and startup assistance

- Licensing and regulatory assistance
- Government procurement and contracting
- Technology and digital-business support
- Internship and apprenticeship resources

The goal will be to create a local point of access to services that businesses may otherwise need to travel outside of Coachella to receive.

Business Education & Training
The Chamber will coordinate and host regular seminars, workshops, trainings, and business education programs at the Coachella office.

- Programming will be informed by needs identified through direct outreach and interaction with local businesses and may include topics such as marketing, workforce development, access to capital, technology, business growth, employment regulations, customer service, government contracting, and other areas relevant to the local business community.

- Educational programs will be advertised and promoted as accessible to businesses throughout the City of Coachella, with outreach conducted through Chamber communications, direct business outreach, social media, newsletters, partner organizations, printed materials, and other appropriate channels.

Visitor Center Services
During designated operating hours, the lobby will continue to serve as the Chamber office and administrative location. At no additional cost, the Chamber will also continue operating the lobby as a visitor center, providing information about Coachella businesses, attractions, dining, events, lodging, and other community resources.

ANNUAL SERVICE OPTIONS

Option (A) Four-Day Service Model: $50,000 Annually

The Coachella Community Business & Resource Center will be staffed and open:

9:00 AM–4:00 PM, four days per week

The annual rate includes the complete scope of services outlined above, including:

- Full Business Services program previously provided under the separate $6,000 annual agreement
- Four days per week of staffed office operations
- Free shared workspace access during operating hours
- Business outreach and direct assistance
- Regular training and educational programming
- Wraparound partner services
- Business resource coordination

- Conference and meeting space
- Visitor center operations
- Ongoing promotion of available business resources and programming throughout Coachella

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Option (B) Three-Day Service Model: $40,000 Annually

The Coachella Community Business & Resource Center will be staffed and open:

9:00 AM–4:00 PM, three days per week

The annual rate includes the same overall scope of Business Services, wraparound support, education and training, outreach, shared workspace, resource coordination, and visitor services outlined above.

The primary difference between the two service models is the number of days each week that the office, staff, and shared workspace are available for regular public access.

BUSINESS SERVICE SUPPORT SUMMARY

1. Option (A) Four-Day Service Model: $50,000 [9AM – 4PM]
2. Option (B) Three-Day Service Model: $40,000 [9AM – 4PM]

The proposed model expands upon those traditional services by providing the City of Coachella with a more comprehensive and locally accessible business support system that combines direct business services, proactive outreach, regular education and training, free shared workspace, regional resource partners, wraparound business assistance, and continued visitor center operations. The ultimate goal is to provide businesses throughout Coachella with a consistent and recognizable place to access services, receive support, participate in education and training, connect with resources, and build stronger pathways for business growth and success.

ATTACHMENT(S):

1. Professional Services Agreement – GCVCC Business Support Services

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20___, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and **THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE**, a **CORPORATION**, with its principal place of business at **45149 SMURR STREET, SUITE A, INDIO, CA 92201** ("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 required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing and offering **BUSINESS SUPPORT** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the **BUSINESS SUPPORT SERVICES** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

a. The Chamber shall a. Proactively represent the City of Coachella to potential business and industry which will add to the tax base of the City.

b. Encourage tourist interest in Coachella and promote tourism through the Visitor Center with destination visitors and local residents. The Chamber will provide visitor information services for the benefit of its residents as well as all business, retail, restaurant, hotel

and other related establishments.

c. Establish, coordinate and operate various "Business Services" as described in Exhibit "A", attached hereto and incorporated herein by this referenced. Provide quarterly reports to the City Council on economic development and Chamber activities

3.2 Purpose

a. The purpose of this agreement is to enter into a partnership between the City of Coachella and the Greater Coachella Valley Chamber of Commerce for the purpose of undertaking the planning and implementation of economic development, marketing and business development services and providing assistance to retain business and generally strengthen and expand the business climate and economic opportunities in the City of Coachella.

b. The City will provide such assistance and guidance as may be required to support the objective set forth in this Agreement and will provide the funding and in-kind services for the services and activities set forth in this agreement.

c. The Chamber will provide professional and qualified staff and volunteers that will work to disseminate appropriate information to existing and prospective businesses and community members and operate within agreed upon hours.

3.2.1 Term. The term of this Agreement shall be from **JULY 1, 2026** to **JUNE 30, 2027**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.3 Compensation.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed _____ **($XX,XXX)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to 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.

3.3.3 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.

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

3.4 Responsibilities of Consultant.

3.4.1 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.

3.4.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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

3.4.4 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: **BRANDON MARLEY, PRESIDENT + CEO**.

3.4.5 City's Representative. The City hereby designates its **CITY MANAGER**, 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.

3.4.6 Consultant's Representative. Consultant hereby designates **BRANDON MARLEY, PRESIDENT + 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.

3.4.7 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.

3.4.8 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.

3.4.9 Period of Performance.

3.4.9.1 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.

3.4.9.2 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.

3.4.9.3 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.

3.4.10 Laws and Regulations; Employee/Labor Certification.

3.4.10.1 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.

3.4.10.2 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.

3.4.10.3 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.

3.4.10.4 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.

3.4.10.5 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.

3.4.10.6 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.

3.4.11 Insurance.

3.4.11.1 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.

3.4.11.2 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): 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.

3.4.11.3 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): (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.

3.4.11.4 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.

3.4.11.5 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.

3.4.11.6 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.

3.4.11.7 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.

3.4.11.8 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.

3.4.11.9 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.

3.4.11.10 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.

3.4.11.11 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.

3.4.11.12 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.

3.5 Labor Code Requirements.

3.5.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 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.

3.5.2 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.

3.5.3 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.

3.5.4 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.

3.6 Termination of Agreement.

3.6.1.1 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.

3.6.1.2 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.

3.6.1.3 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.

3.7 Indemnification.

3.7.1 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.

3.7.2 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.

3.8 General Provisions.

3.8.1 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.

3.8.2 Independent Contractors and Subcontracting.

3.8.2.1 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.

3.8.2.2 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.

3.8.3 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: THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE
45149 Smurr Street
Indio, CA 92201
ATTN: Brandon Marley, President + CEO

City: CITY OF COACHELLA
53990 Enterprise Way
Coachella, CA 92236
ATTN: 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.

3.8.4 Ownership of Materials and Confidentiality.

3.8.4.1 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.

3.8.4.2 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.

3.8.4.3 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.

3.8.4.4 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.

3.8.4.5 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.

3.8.4.6 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.

3.8.5 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.

3.8.6 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.

3.8.7 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.

3.8.8 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.

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

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

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

3.8.12 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.

3.8.13 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.

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

3.8.15 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.

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

3.8.17 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.

3.8.18 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.

3.8.19 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.

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

3.8.21 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.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COACHELLA AND THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE

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:

_____

GUSTAVO J. ROMO
CITY MANAGER

Approved as to Form:

_____

Best Best & Krieger LLP
City Attorney

Attested By:

_____

Angela Zepeda
City Clerk

THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE

By: _____

Its: President and CEO

Printed Name: Brandon Marley

EXHIBIT "A"
[Schedule of Services & Scope of Work]

To be determined based on the contract option selected by the City Council

Under either service option, the Chamber will provide:

Business Services

- Business assistance, support, and referrals
- Ribbon cuttings and business milestone recognition
- Business resource connections
- Workforce development and hiring resources
- Marketing and business-growth assistance
- Connections to financing, technical assistance, and other business programs
- Chamber program and event connections
- Business advocacy and representation
- Proactive outreach to businesses throughout the City of Coachella
- Follow-up and coordination of business service requests

These services represent the full scope of the Business Services program previously contracted separately at $6,000 annually and are included within the rates below at no additional cost.

Community Business & Resource Center

- Staffed Chamber office during designated operating hours
- Free shared desk and workspace access for businesses and entrepreneurs
- Wi-Fi access
- Printing and basic office services
- Conference room and meeting space
- Professional space for meetings and collaboration
- Access to Chamber staff for business assistance and resource navigation
- Coordination of partner office hours and resource sessions

Wraparound Business Support

The Chamber will coordinate with regional and local partners to help make additional business resources more consistently available within Coachella.

- Potential services may include:
- Workforce development
- Employee recruitment and training
- Business planning and technical assistance
- Marketing, branding, and communications
- Access to capital and financial resources
- Entrepreneurship and startup assistance
- Licensing and regulatory assistance
- Government procurement and contracting

- Technology and digital-business support
- Internship and apprenticeship resources

The goal will be to create a local point of access to services that businesses may otherwise need to travel outside of Coachella to receive.

Business Education & Training
The Chamber will coordinate and host regular seminars, workshops, trainings, and business education programs at the Coachella office.

- Programming will be informed by needs identified through direct outreach and interaction with local businesses and may include topics such as marketing, workforce development, access to capital, technology, business growth, employment regulations, customer service, government contracting, and other areas relevant to the local business community.

- Educational programs will be advertised and promoted as accessible to businesses throughout the City of Coachella, with outreach conducted through Chamber communications, direct business outreach, social media, newsletters, partner organizations, printed materials, and other appropriate channels.

Visitor Center Services
During designated operating hours, the lobby will continue to serve as the Chamber office and administrative location. At no additional cost, the Chamber will also continue operating the lobby as a visitor center, providing information about Coachella businesses, attractions, dining, events, lodging, and other community resources.

EXHIBIT "B"
[Schedule of Services & Scope of Work]

To be determined based on the contract option selected by the City Council

1. Option (A) Four-Day Service Model: $50,000
2. Option (B) Three-Day Service Model: $40,000

EXHIBIT "C"
COMPENSATION AND RATES OF SERVICES

Option (A) Four-Day Service Model: $50,000 Annually

The Coachella Community Business & Resource Center will be staffed and open:

9:00 AM–4:00 PM, four days per week

The annual rate includes the complete scope of services outlined above, including:

- Full Business Services program previously provided under the separate $6,000 annual agreement
- Four days per week of staffed office operations
- Free shared workspace access during operating hours
- Business outreach and direct assistance
- Regular training and educational programming
- Wraparound partner services
- Business resource coordination
- Conference and meeting space
- Visitor center operations
- Ongoing promotion of available business resources and programming throughout Coachella

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Option (B) Three-Day Service Model: $40,000 Annually

The Coachella Community Business & Resource Center will be staffed and open:

9:00 AM–4:00 PM, three days per week

The annual rate includes the same overall scope of Business Services, wraparound support, education and training, outreach, shared workspace, resource coordination, and visitor services outlined above.

CONTRACT OPTION TO BE DETERMINED BY THE CITY COUNCIL

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Kendra Reif, Community Development Director

PREPARED BY: Kendra Reif, Community Development Director

SUBJECT: Introduction and First Reading of Ordinance No. 1232, Regulating the Sale and Distribution of Kratom Products

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STAFF RECOMMENDATION:

Staff recommends that the City Council introduce for first reading, by title only, and waive further reading of Ordinance No. 1232 of the City Council of the City of Coachella, California, Regulating the Sale and Distribution of Kratom Products.

Alternative Actions:

1. Direct staff to revise the proposed ordinance based on City Council direction and return the ordinance for first reading at a future meeting.
2. Continue the item and direct staff to obtain additional information, conduct further stakeholder outreach, or evaluate alternative regulatory approaches before returning with a revised ordinance for City Council consideration.
3. Decline to introduce the proposed ordinance.

FISCAL IMPACT:

Implementation of the ordinance is anticipated to be accomplished using existing staff resources. Any enforcement costs would be absorbed within existing departmental budgets to the extent feasible. Administrative citation revenues may partially offset future enforcement costs.

EXECUTIVE SUMMARY:

The proposed ordinance would add Chapter 8.70 to the Coachella Municipal Code to regulate the sale, distribution, furnishing, marketing, display, and possession for sale of kratom products, 7-hydroxymitragynine products, commonly known as "7-OH," and synthesized or semi-synthesized kratom alkaloid products. The ordinance is modeled on Riverside County Ordinance No. 1004, while adapting the enforcement provisions to the City's municipal code framework and local enforcement needs.

Riverside County's ordinance prohibits sales to persons under 21 years of age, prohibits products with more than 2% 7-OH as a percentage of total kratom alkaloids, and prohibits child attractive packaging and marketing. The ordinance is intended to address emerging public health and safety concerns associated with concentrated 7-OH and kratom-derived products sold in retail settings, including smoke shops, convenience stores, gas stations, and online markets. The FDA has stated that 7-OH is a concentrated byproduct of kratom with potential for abuse due to its ability to bind to opioid receptors, and the FDA has recommended scheduling action for certain 7-OH products under the federal Controlled Substances Act.

BACKGROUND:

Kratom, or Mitragyna speciosa, is a tropical plant native to Southeast Asia. Products derived from kratom leaves are commonly sold in powder, capsule, tablet, gummy, drink, extract, and shot form. Kratom contains several alkaloids, including mitragynine and 7-hydroxymitragynine. According to the FDA, 7-OH occurs naturally in kratom only as a minor constituent, generally comprising less than 2% of the total alkaloid content in natural kratom leaves; however, 7-OH has substantially greater mu-opioid receptor potency than mitragynine and other opioids such as morphine.

The recent regulatory concern has focused less on traditional kratom leaf products and more on products containing added, enhanced, concentrated, synthesized, or semi-synthesized 7-OH. The FDA has issued warning letters to companies marketing products containing 7-OH, including tablets, gummies, drink mixes, and shots, and has stated that 7-OH is not lawful in dietary supplements, cannot lawfully be added to conventional foods, and is not contained in any FDA-approved drug product.

The FDA has also warned consumers that products containing 7-OH may cause serious harm, including addiction, anxiety, depression, gastrointestinal distress, insomnia, seizures, and withdrawal symptoms. The FDA has identified the retail availability of these products, particularly in smoke shops, gas stations, corner stores, and online sales channels, as a public health concern.

At the state level, the California Department of Public Health and the California Department of Alcoholic Beverage Control have also taken enforcement and educational actions concerning kratom and 7-OH products. ABC has reported that CDPH considers food and dietary supplements containing kratom and/or 7-OH to be adulterated under federal and state law, and that CDPH has seized more than $5 million worth of kratom and 7-OH products.

In October 2025, Riverside County adopted Ordinance No. 1004 to regulate the sale and distribution of kratom products in the unincorporated county area. The County ordinance was intended to prohibit the sale, distribution, or possession of kratom and 7-OH products containing more than 2% 7-OH in the alkaloid fraction, recognizing the public health risks associated with elevated concentrations of 7-OH. The proposed Coachella ordinance follows that regional policy approach while creating a standalone City ordinance applicable within the City.

The ordinance also includes enforcement provisions tailored to the City's enforcement authority. Violations may be prosecuted as misdemeanors or infractions, or addressed through administrative citations, civil actions, injunctive relief, nuisance abatement, or other remedies authorized by the

Coachella Municipal Code or applicable law. The ordinance also authorizes lawful seizure and disposal of violating products after appropriate administrative, civil, or criminal determination; recognizes potential business license and permit remedies; and authorizes cost recovery for investigation, enforcement, abatement, storage, testing, disposal, and related costs.

These provisions are intended to provide City enforcement officials with practical tools to address retail sale and distribution of prohibited products while preserving due process and ensuring that any seizure, disposal, license action, or cost recovery is handled in accordance with applicable law. The ordinance does not purport to regulate lawful medical, pharmaceutical, or research activities otherwise authorized by state or federal law.

The proposed local regulations are also consistent with the regional approach adopted by Riverside County. Riverside County Ordinance No. 1004 includes the same core public health concepts: restricting sales to minors, limiting products with elevated 7-OH concentration, and prohibiting packaging attractive to children. Adoption of a City ordinance would allow the City to regulate and enforce these requirements within the City limits.

The proposed ordinance is intended to establish local standards and is not intended to authorize the sale, distribution, or marketing of any product that is otherwise prohibited or unlawful under federal or state law. By adopting regulations consistent with those recently enacted by Riverside County, the City seeks to provide clear enforcement authority within the City's jurisdiction while promoting regional consistency for retailers and protecting the health and safety of Coachella residents.

ENVIRONMENTAL REVIEW:

The City Council finds that this Ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) and 15060(c)(2), as applicable because the regulation of Kratom product sales will not result in a direct or reasonably foreseeable physical change in the environment.

CONCLUSION:

Based on staff’s research and analysis, staff finds that adoption of the proposed ordinance is in the public’s best interest. Therefore, staff recommends that the City Council introduce for first reading, by title only, and waive further reading of Ordinance No. 1232 of the City Council of the City of Coachella, California, Regulating the Sale and Distribution of Kratom Products.

ATTACHMENTS:

1. Proposed Ordinance No. 1232

ORDINANCE NO. 1232

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ADDING CHAPTER 8.70 TO TITLE 8 HEALTH AND SAFETY OF THE COACHELLA MUNICIPAL CODE TO REGULATE THE SALE AND DISTRIBUTION OF KRATOM PRODUCTS WITHIN THE CITY OF COACHELLA

WHEREAS, Article XI, Section 7 of the California Constitution authorizes cities to adopt and enforce ordinances and regulations to protect the public health, safety, and welfare; and

WHEREAS, the City of Coachella ("City") possesses broad police powers to regulate businesses, commercial activities, and other matters affecting the public health, safety, welfare, and the environment; and

WHEREAS, Government Code Sections 37100 and 38771 authorize the City to adopt ordinances necessary to protect the public health, safety, and welfare to declare and abate public nuisances; and

WHEREAS, kratom (Mitragyna speciosa) and products containing hydroxymitragynine (also known as 7-OH) have raised public health and public safety concerns relating to potency, dependency, youth access, impaired driving, and marketing practices attractive to children; and

WHEREAS, the City Council of the City of Coachella ("City Council") desires to protect the public safety, health, and welfare of the City's residents by adopting local regulations consistent with the regional-approach provided for under Riverside County Ordinance No. 1004; and

WHEREAS, the City Council finds that adoption of this Ordinance is a proper exercise of the City's police powers to protect the public safety, health, and welfare; and

WHEREAS, the City Council further finds that adoption of this Ordinance serves the best interests of the residents of Coachella.

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

SECTION 1. INCORPORATION OF RECITALS. The City Council hereby finds that all of the foregoing recitals presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council.

SECTION 2. FINDINGS AND PURPOSE

It is the intent of the City Council to prohibit the sale, distribution, or possession for sale, marketing, labeling, display, or maintaining for sale of kratom and hydroxymitragynine (also known as 7-OH) products within the City of Coachella that contain more than 2% of 7-OH in the alkaloid fraction, recognizing the significant health risks associated with elevated concentrations of this alkaloid.

Kratom (mitragyna speciosa) is a tropical tree native to Southeast Asia, and its leaves are often consumed in powdered or extract form for their stimulant and sedative effects. The active compounds in kratom include mitragynine and 7-OH. While mitragynine is present in higher concentrations, 7-OH is more potent and is largely responsible for the stronger pain-relieving, sedative, and euphoric effects.

Research has shown 7-OH has euphoric and mood-enhancing effects, particularly at higher doses, which can increase its appeal for recreational use. Research has also shown that 7-OH binds to opioid receptors in the brain with greater affinity than morphine, making it significantly more powerful in relieving pain. This greater potency raises significant concerns about its safety profile, especially regarding the potential for addiction, overdose, and adverse physical and psychological effects, including nausea, vomiting, and potential psychosis. These risks are compounded when products contain higher concentrations of 7-OH.

Health advisories have raised concerns over the safety of kratom products, particularly those with higher concentrations of 7-OH, which may increase the potential for abuse and harm to public health. The United States Food and Drug Administration (FDA) has issued several warning letters to various companies for illegally marketing products containing enhanced levels of 7-OH culminating in a formal request to the U.S. Drug Enforcement Administration (DEA) on July 29, 2025, to place 7-OH products on the controlled substance list.

Health officials, including the FDA, have raised concerns over the safety of kratom products, particularly those with higher concentrations of 7-OH, which may increase the potential for abuse and harm to public health.

At least one county in California, and several cities in California, has recently taken steps to regulate or ban kratom products, recognizing the need to protect public safety, especially among vulnerable populations.

The City Council, in its commitment to safeguarding the health and well-being of its residents by ensuring that products available for sale do not pose undue health risks, hereby restricts the sale and distribution of kratom and 7-OH products containing more than 2% of 7-OH in the alkaloid fraction, thereby reducing potential risks to public health and safety.

SECTION 3. CHAPTER 8.70 ADDED TO TITLE 8 OF THE COACHELLA MUNICIPAL CODE.

Title 8 of the Coachella Municipal Code is hereby amended to add Chapter 8.70 to read in its entirety as follows:

CHAPTER 8.70 – REGULATION OF KRATOM PRODUCTS

8.70.010 – Intent and Purpose.

A. The purpose and expressed intent of this Chapter is to regulate within the City of Coachella the sale and distribution of kratom products and 7-OH products in order to reduce public health and safety risks associated with unregulated, high-potency, synthesized, and semi-synthesized kratom products. The City Council recognizes the health and safety risks posed by these readily accessible products and hereby exercises its authority to regulate kratom products pursuant to Article XI,

Section 7 of the California Constitution and other applicable laws authorizing the City to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

B. Additionally, the purpose and expressed intent of this Chapter is to establish reasonable regulations governing the sale and distribution of kratom products and 7-OH products in order to protect public health, safety, and welfare, including by restricting sales to persons under twenty-one (21) years of age, requiring age verification, limiting the concentration of 7-OH, prohibiting products that are attractive to children, and restricting products containing synthesized or semi-synthesized kratom alkaloids, constituents, or derivatives.

8.70.020 – Definitions.

As used in this Chapter, the following terms shall have the following meanings:

"7-OH product" means a product containing hydroxymitragynine.

"Attractive to children" means any of the following:

1. Use of images that are attractive to children, including, but not limited to, images of any of the following, except as part of required health warnings:

a. Cartoons, toys, or robots.

b. Any real or fictional humans.

c. Fictional animals or creatures.

d. Fruits or vegetables, except when used to accurately describe ingredients or flavors contained in a product.

2. Likeness to images, characters, or phrases that are popularly used to advertise to children.

3. Imitation of candy packaging or labeling, or other packaging and labeling of cereals, sweets, chips, or other food products typically marketed to children.

4. The terms "candy" or "candies" or variants in spelling such as "kandy" or "kandee."

5. Brand names or close imitations of brand names of candies, cereals, sweets, chips, or other food products typically marketed to children.

6. Any other image, packaging, labeling, or marketing that a reasonable person would conclude is primarily designed or likely to appeal to children, based on the totality of the packaging, labeling, and marketing context.

7. Any other packaging used that is attractive to children considering all relevant facts and circumstances.

"Kratom leaf" means the leaf of the kratom plant, also known as mitragyna speciosa, in any form.

"Kratom leaf extract" means the material obtained by extraction of kratom leaves by any means.

"Kratom product" means a product consisting of kratom leaf, kratom leaf extract, or both; any part of a leaf of the plant mitragyna speciosa in fresh, dehydrated or dried form or a kratom extract or any product that contains any kratom alkaloid or metabolite.

"Semi-synthesized" means an alkaloid, alkaloid derivative, kratom constituent, or kratom derivative that has been chemically or biosynthetically converted, altered, enhanced, concentrated, or otherwise modified from a naturally occurring kratom alkaloid or constituent, including through a process that confers a structural change in the alkaloid or constituent.

"Synthesized" means an alkaloid or alkaloid derivative that has been created by chemical synthesis or biosynthetic means (including but not limited to: fermentation, recombinant techniques, yeast derived enzymatic techniques) rather than traditional food preparation techniques such as heating or extracting. It also includes alkaloids that have been further exposed to chemicals or processes that would confer a structural change in the alkaloids contained within the extract.

"Total kratom alkaloids" means the sum of mitragynine, speciociliatine, speciogynine, paynantheine, and 7-OH in a kratom product.

8.70.030 – Prohibition on Sale and Distribution of Kratom and 7-OH Products.

A. Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer for sale, provide, furnish, give away, or distribute a kratom product or 7-OH product to a person under twenty-one (21) years of age.

B. Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer for sale, provide, furnish, give away, or distribute a kratom product or 7-OH product with a level of 7-OH that is greater than two percent (2%) of the total kratom alkaloids in the product.

C. Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer for sale, provide, furnish, give away, or distribute a kratom product or 7-OH product that is attractive to children.

D. Any individual, business, or other entity that sells, attempts to sell, offers for sale, provides, furnishes, gives away, or distributes a kratom product or 7-OH product shall conduct age verification to ensure compliance with subsection A. Age verification shall be conducted by reviewing a valid government-issued photo identification establishing that the purchaser or recipient is at least twenty-one (21) years of age.

E. Except as otherwise authorized by law, no individual, business, or other entity shall sell, attempt to sell, offer for sale, provide, furnish, give away, distribute, possess for sale, market, label, display,

or maintain for sale any kratom product or 7-OH product that contains or is adulterated with synthesized or semi-synthesized kratom alkaloids, kratom constituents, or kratom derivatives.

F. Nothing in this Chapter shall apply to lawful medical, pharmaceutical, scientific, or research activities authorized under applicable federal or state law.

8.70.040 – Violations and Penalties.

A. Any person or entity violating any provision of this Chapter may be charged as a misdemeanor or an infraction, at the discretion of the City Attorney or other official authorized by law. In the event a misdemeanor charge is filed, the City Attorney is authorized, to the extent permitted by law, to reduce the charge to an infraction.

B. In addition to, or in lieu of, criminal enforcement, violations of this Chapter may be enforced by administrative citation, civil action, injunctive relief, nuisance abatement, or any other administrative, civil, equitable, or criminal remedy authorized by the Coachella Municipal Code or other applicable law.

C. A violation of this Chapter may be punished as a misdemeanor by a fine not exceeding one thousand dollars ($1,000.00), or by imprisonment in the County jail for a period not exceeding six (6) months, or by both such fine and imprisonment, to the extent permitted by law. A violation charged as an infraction shall be punishable as provided by law.

D. Each person or entity that violates this Chapter is guilty of a separate offense for each and every day, or portion thereof, during which the violation is committed, continued, maintained, or permitted.

E. The remedies provided in this Chapter are cumulative and not exclusive, and nothing in this Chapter shall preclude the City from pursuing any other remedy or penalty authorized by the Coachella Municipal Code or applicable law.

8.70.050 – Product Seizure, Evidence, and Disposal.

A. Any kratom product, 7-OH product, synthesized or semi-synthesized kratom alkaloid product, package, container, advertisement, record, document, or other item that is sold, offered for sale, provided, furnished, distributed, possessed for sale, marketed, labeled, displayed, or maintained in violation of this Chapter may be seized, impounded, held as evidence, or otherwise handled in accordance with applicable law.

B. Any administrative citation, seizure, impoundment, disposal, business license action, cost recovery determination, or other administrative enforcement action taken under this Chapter shall be subject to the notice, hearing, appeal, and judicial review procedures set forth in Chapter 3.28 of this Code governing administrative appeals, unless a different procedure is required by this Code or applicable law.

C. Before any seized product or item is destroyed or otherwise disposed of, the City shall provide notice and an opportunity for administrative review in accordance with Chapter 3.28 of this Code governing administrative appeals, unless the product or item is contraband, evidence in a criminal

matter, subject to a court order, abandoned, or otherwise authorized for disposal under applicable law.

D. Any item seized pursuant to this Chapter shall be handled in accordance with applicable law enforcement, code enforcement, evidentiary, administrative, and due process requirements.

E. Upon a final administrative, civil, or criminal determination that a seized product or item violates this Chapter, or upon other lawful authorization, such product or item may be destroyed or otherwise disposed of in a manner approved by the Chief of Police or designee and consistent with applicable law.

F. Nothing in this section limits the authority of a peace officer, code enforcement officer, or other authorized enforcement official to seize contraband, evidence, or other property pursuant to any other applicable law.

8.70.060 – Business License and Permit Remedies.

A. A violation of this Chapter may constitute grounds for denial, suspension, revocation, or nonrenewal of any City business license, business tax certificate, permit, entitlement, approval, or other City authorization held by or requested by the violator, to the extent authorized by this Code and applicable law.

B. The City may withhold issuance or renewal of a City business license, business tax certificate, permit, entitlement, approval, or other City authorization for any business or property where violations of this Chapter have occurred until all violations are corrected and all final penalties, fines, and recoverable administrative costs have been paid, to the extent authorized by this Code and applicable law.

C. The remedies set forth in this section are cumulative and shall not limit the City's authority to impose any other administrative, civil, criminal, licensing, permitting, or nuisance abatement remedy available under this Code or applicable law.

8.70.070 – Cost Recovery.

A. The City may recover all costs incurred in investigating, enforcing, prosecuting, and abating violations of this Chapter, including, but not limited to, staff time, inspection costs, attorneys' fees where authorized by law, administrative costs, abatement costs, storage costs, testing costs, disposal costs, and any other costs recoverable under this Code or applicable law.

B. Cost recovery under this section may be pursued by administrative process, civil action, collection action, nuisance abatement proceeding, lien, special assessment, or any other method authorized by this Code or applicable law.

SECTION 4. CEQA DETERMINATION.

The City Council finds that this Ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) and 15060(c)(2), as applicable because the regulation of Kratom product sales will not result in a direct or reasonably foreseeable physical change in the environment.

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days after adoption.

SECTION 7. PUBLICATION.

The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Coachella, pursuant to all legal requirements.

SECTION 8. CERTIFICATION.

The City Clerk shall certify to the adoption of this Ordinance and shall cause it to be published in accordance with California Government Code Section 36933.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Coachella on the 9th day of September 2026.

_____
Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

_____
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1232 was duly introduced at a regular meeting of the City Council on the 9th day of September 2026 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Kendra Reif, Community Development Director

PREPARED BY: Kendra Reif, Community Development Director

SUBJECT: Introduction and First Reading of Ordinance No. 1233, adding Chapter 8.65 ("Smoke-Free Areas") to Title VIII of the Coachella Municipal Code to establish smoke-free areas intended to protect public health and the environment.

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce for first reading, by title only, and waive further reading of Ordinance No. 1233 of the City Council of the City of Coachella, California, adding Chapter 8.65 ("Smoke-Free Areas") to Title VIII of the Coachella Municipal Code to establish smoke-free areas intended to protect public health and the environment.

Alternative Actions:

1. Direct staff to revise the proposed ordinance based on City Council direction and return the ordinance for first reading at a future meeting.
2. Continue the item and direct staff to obtain additional information, conduct further stakeholder outreach, or evaluate alternative regulatory approaches before returning with a revised ordinance for City Council consideration.
3. Decline to introduce the proposed ordinance.

FISCAL IMPACT:

Implementation of the ordinance is anticipated to be accomplished using existing staff resources. Any enforcement costs would be absorbed within existing departmental budgets to the extent feasible. Administrative citation revenues may partially offset future enforcement costs.

EXECUTIVE SUMMARY:

The proposed draft Ordinance would add Chapter 8.65 ("Smoke-Free Areas") to Title VIII of the Coachella Municipal Code, and bans smoking (including vape and cannabis) and the use of any tobacco product or cannabis product in designated areas, including but not limited to: sidewalks, plazas, parks, playgrounds, service lines, hospitals, health care and child care facilities, restaurants,

business buildings, theaters and event spaces, and within 25 feet of entrances, air intakes, and operable windows. Multi-unit residential leases must include smoke-free provisions beginning January 1, 2027. The ordinance separately prohibits smoking on essentially all City-owned, leased, occupied, or operated property, including City Hall, community centers, libraries, senior centers, parking lots, plazas, and adjacent sidewalks. Exemptions cover private residences not open to the public, private moving vehicles, traditional indigenous ceremonies, private smoking events, smoking on golf courses, and within specially designated smoking areas under certain circumstances. The measure protects public health, reduces litter and fire hazards, and improves air quality.

BACKGROUND:

The City has prepared the proposed ordinance establishing smoke-free regulations intended to protect public health, reduce exposure to secondhand smoke, and address environmental impacts associated with smoking-related waste. The proposed ordinance would add Chapter 8.65 ("Smoke-Free Areas") to Title VIII of the Coachella Municipal Code.

The proposed ordinance is intended to expand protections in public spaces and multi-unit residential settings by regulating smoking, tobacco products, cannabis products, and electronic smoking devices in designated locations throughout the City.

The proposed ordinance was developed in response to continuing public health concerns associated with secondhand smoke exposure, smoking-related litter, and fire hazards, while also providing clear operational standards and enforcement mechanisms.

Under Health & Safety Code § 104495 and Government Code § 36900 et seq., the City may adopt stricter smoke-free rules than state law. The U.S. Surgeon General confirms no safe level of secondhand-smoke exposure, and tobacco waste harms the environment. City Attorney Ryan Guiboa prepared the final ordinance text to ensure legal consistency and enforceability.

DISCUSSION:

The draft ordinance includes proposed regulations and standards addressing the following:

- Prohibiting smoking and the use of tobacco, cannabis products, and electronic smoking devices in designated public places and recreational areas;
- Establishing smoke-free requirements for multi-unit residential properties;
- Prohibiting smoking within specified distances from entrances, exits, windows, and ventilation systems;
- Regulating smoking during public events and in service areas;
- Requiring property owners and operators to post signage in both English and Spanish, and maintain compliance;
- Establishing enforcement procedures and administrative authority; and
- Providing limited exemptions for specific circumstances, including ceremonial Indigenous uses and certain private smoking events.

The ordinance is intended to provide consistent regulations that promote public health and environmental protections while balancing operational considerations for residents, businesses, property owners, and event organizers.

ENVIRONMENTAL REVIEW:

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15060(c)(2) because it is not a "project" as defined in CEQA Guidelines Section 15378. The Ordinance establishes public health regulations governing smoking, vaping, and the use of tobacco and cannabis products in specified locations throughout the City and does not authorize or result in any direct or reasonably foreseeable physical change to the environment.

In the alternative, if the Ordinance were determined to constitute a "project" under CEQA, it is exempt pursuant to CEQA Guidelines Section 15061(b)(3), the common sense exemption, because it can be seen with certainty that there is no possibility that adoption of this Ordinance may have a significant effect on the environment. The Ordinance establishes operational regulations intended to protect public health, improve air quality, reduce smoking-related litter, and decrease fire hazards and does not authorize any physical development or expansion of existing uses.

CONCLUSION:

Based on staff's research and analysis, staff finds that adoption of the proposed ordinance is in the public's best interest. Therefore, staff recommends that the City Council introduce for first reading, by title only, and waive further reading of Ordinance No. 1233 of the City Council of the City of Coachella, California, adding Chapter 8.65 ("Smoke-Free Areas") to Title VIII of the Coachella Municipal Code to establish smoke-free areas intended to protect public health and the environment.

ATTACHMENTS:

1. Proposed Ordinance No. 1233

ORDINANCE NO. 1233

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ADDING CHAPTER 8.65 ("SMOKE-FREE AREAS") TO TITLE VIII OF THE COACHELLA MUNICIPAL CODE AND ESTABLISHING SMOKE-FREE AREAS TO PROTECT PUBLIC HEALTH AND THE ENVIRONMENT, AND DETERMINING THAT THE PROPOSED IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15378

WHEREAS, use of tobacco products causes death and disease and continues to be an urgent public health challenge; and

WHEREAS, the United States Surgeon General has determined there is no safe level of exposure to secondhand smoke; and

WHEREAS, secondhand smoke contains more than 7,000 chemicals, including hundreds that are toxic and approximately 70 that cause cancer; and

WHEREAS, secondhand-smoke exposure can reach hazardous levels in outdoor areas depending on proximity, wind direction, and the presence of barriers or enclosures; and

WHEREAS, California Health and Safety Code section 104495 authorizes cities to enact restrictions on smoking that are more stringent than state law; and

WHEREAS, discarded cigarette and cigar butts are non-biodegradable litter, toxic to wildlife, and a common cause of outdoor fires; and

WHEREAS, electronic smoking devices are not a safe alternative to smoking because they also contain high levels of toxic chemicals; and

WHEREAS, prohibiting the use of electronic smoking devices in designated areas also provides an identifiable public health benefit; and

WHEREAS, laws restricting smoking and the use of tobacco products, including electronic smoking devices, have recognizable benefits to public health; and

WHEREAS, this ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15061(b)(3), because it has no potential for resulting in physical changes to the environment, directly or indirectly; and

WHEREAS, the City of Coachella City Council finds and determines that regulating smoking and the use of tobacco products, including electronic smoking devices, is necessary to protect the health, safety, and welfare of residents, workers, and visitors.

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

SECTION 1. INCORPORATION OF RECITALS. The City Council hereby finds that all of the foregoing recitals presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council.

SECTION 2. CHAPTER 8.65 ADDED TO COACHELLA MUNICIPAL CODE TITLE VIII.

Title VIII of the Coachella Municipal Code is amended to add Chapter 8.65 to read in its entirety as follows:

CHAPTER 8.65

8.65.010 – Purpose

The purpose of this chapter is to safeguard the public health, comfort, and environment by regulating smoking, and reducing exposure to secondhand smoke, in public places and multi-unit residences.

8.65.020 – Definitions

A. "Administrator" means the City Manager or their designee.
B. "Cannabis " means all parts of the plant Cannabis sativa Linnaeus, cannabis indica, or cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from Cannabis. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "Cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code."
C. "Cannabis product" means any product containing, made of, or derived from cannabis, natural or synthetic, that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, and any component or accessory of such a product.
D. "Electronic smoking device" means any device that can be used to aerosolize, vaporize, or otherwise deliver nicotine or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, vape pen, or electronic cigar, and any component, part, or accessory of such a device.
E. "Enclosed area" means an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has either
    1. any type of overhead cover whether or not that cover includes vents or other openings and at least three (3) walls or other vertical constraint to

airflow including, but not limited to, vegetation of any height, whether or not those boundaries include vents or other openings; or

2. four (4) walls or other vertical constraints to airflow including, but not limited to, vegetation that exceed six (6) feet in height, whether or not those boundaries include vents or other openings.

F. “Multi-unit residence” means a property containing two or more residential units, including apartments, condominiums, townhomes, senior-living facilities, and long-term-care homes, regardless of ownership pattern.
G. "Place of Worship" means any church, synagogue, mosque, temple, chapel, or other building or site regularly used for religious services or activities.
H. “Public place” means any place, public or private, that is open and accessible to the general public, including but not limited to streets, sidewalks, plazas, parks, recreational areas, outdoor dining areas, public buildings, public event venues, and service areas.
I. “Recreational area” means any park, playground, sports field, trail, recreational facilities, athletic fields, sports courts, skate parks, splash pads, dog parks, community gardens, picnic areas, open space preserves, trails, trailheads, swimming pool or similar facility open to the public for recreational purposes; provided, however, that golf-course grounds are excluded from this definition for purposes of this chapter.
J. “Service area” means any area where a service is offered or where one or more persons wait to obtain a service, whether or not such service includes the exchange of money, including but not limited to bus stops, rideshare pick-up zones, cab stands, ATM lines, and ticket or retail queues.
K. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated tobacco, cannabis, or other plant product intended for inhalation, whether natural or synthetic, and whether in cigarettes, cigars, pipes, hookahs, or any other form. “Smoking” includes the use of an electronic smoking device.
L. “Tobacco product” means any product containing, made of, or derived from tobacco or nicotine, natural or synthetic, that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, and any component or accessory of such a product.
M. “Unenclosed area” means any area that is not an enclosed area.
N. "Youth Recreational Facility" means any recreational area primarily intended for use by persons under eighteen (18) years of age.

8.65.030 – Prohibitions

Smoking and the use of any tobacco product or cannabis product are prohibited in the following locations and within twenty-five (25) feet thereof unless a greater distance is required by this chapter or state law:

A. All recreational areas and all adjacent public rights of way, parking lots, sidewalks, plazas, restrooms, concession areas, spectator seating areas, and other public amenities located within or serving such facilities.
B. Any public place during a City-permitted special event or assembly.
C. All health care facilities and hospitals, as defined in Section 1250 of the California

Health and Safety Code, including waiting rooms, public hallways and lobbies, smoking is prohibited, excluding any specially designated smoking areas.

D. All child care facilities, including those in private homes, during operating hours in rooms where children are present.
E. All public meeting rooms, hearing rooms, conference rooms, chambers and places of public assembly in which public business is conducted, when the public business requires or provides direct participation or observation by the general public.
F. All theaters, auditoriums, or other enclosed facilities which are open to the public for the primary purpose of exhibiting any motion picture, stage drama, musical recital, athletic events or any other performance or event, excluding any specially designated smoking areas.
G. All eating establishments, excluding any specially designated smoking areas.
H. All buildings and structures intended for use by business entities for professional services, excluding any specially designated smoking areas.
I. Any entrance, exit, operable window, or air-intake vent of any building, including a multi-unit residence.
J. Any multi-unit residence in accordance with Section 8.65.060.
K. Any other unenclosed area that the Administrator designates as smoke-free to protect the public health.
L. Any transit stop.
M. All government-owned building.
N. Any outdoor public gathering area.
O. Within one hundred (100) feet of any public or private elementary school, middle school, high school, preschool, licensed daycare center, or youth recreational facility.
P. Within fifty (50) feet of any hospital, medical clinic, urgent care center, senior center, assisted living facility, nursing home, or place of worship while services or organized activities are occurring.
Q.

8.65.031 – Smoke-Free City Facilities

Smoking and the use of any tobacco product or cannabis product shall be prohibited on all property owned, leased, occupied, or operated by the City, including but not limited to:

A. City Hall;
B. Police facilities;
C. Fire stations;
D. Public works facilities;
E. Community centers;
F. Libraries;
G. Senior centers;
H. Maintenance yards;
I. Parking lots;
J. Public plazas;
K. Public sidewalks immediately adjacent to City buildings;
L. Any other City-owned or City-controlled property not specifically exempted by this chapter.

8.65.033 – Fire Hazard Areas

Smoking and the use of any tobacco product or cannabis product shall be prohibited in any

public open space, landscaped area, wash, drainage corridor, natural preserve, trail, or other location designated by the Fire Chief or City Manager as presenting an elevated wildfire or fire hazard.

8.65.034 – City-Sponsored Events

Smoking and the use of any tobacco product or cannabis product shall be prohibited at all City-sponsored, City-sponsored in partnership, City-funded, or City-permitted public events, including but not limited to:

A. Festivals;
B. Concerts;
C. Farmers markets;
D. Holiday celebrations;
E. Sporting events;
F. Parades;
G. Community fairs;
H. Youth programs;
I. Public ceremonies; and
J. Any other event conducted on public property or pursuant to a City-issued special event permit.

Event organizers shall provide smoke-free signage at all public entrances and include notice of the smoke-free requirements in promotional materials, vendor agreements, and event permits where feasible.

8.65.040 – Smoking Waste

No person shall discard any tobacco product, cannabis product, ash, electronic smoking device, or other smoking waste in any public place or on any private property not the person's own except in a non-combustible, closed receptacle designed for that purpose.

8.65.050 – Exemptions

The prohibitions specified in this chapter shall not apply under the following circumstances:

A. Unenclosed areas of single-family detached residences when such areas are not open to the public or being used for a business purpose.
B. A moving private passenger vehicle that is not parked or idling in a service area, and does not contain a passenger who is a minor.
C. The ceremonial use of tobacco or other plant products by Indigenous persons as part of their traditional spiritual or cultural practices.
D. Outdoor areas of golf courses while the course is in use for the game of golf, provided that smoking waste is disposed of in non-combustible receptacles and no other smoking prohibition under state law applies.
E. Smoking lounges otherwise authorized pursuant to this Code.
F. Private Smoking Events. Smoking may occur solely within the boundaries of a private smoking event when all of the following requirements are satisfied. This

exemption is self-effectuating and applies only if each condition is met at all times during the event.

1. Private, Invitation-Only Attendance. The event is not open to the general public. Attendance is by invitation or pre-registration only, with controlled access at all entry points.
2. Age Restrictions.
    a) Cigar/Tobacco Events: All attendees must be at least eighteen (18) years of age, unless a higher minimum applies under state law.
    b) Cannabis Events: All attendees, workers, and vendors must be twenty-one (21) years of age or older.
3. Location, Enclosure, and Visibility.
    a) Smoking shall occur only within an enclosed or clearly barricaded event area delineated by temporary fencing, stanchions, walls, or equivalent barriers, with monitored entry points.
    b) Smoking shall not be visible from any public place or non-participant area at ground level.
4. Odor, Ventilation, and Setbacks. The organizer shall implement measures sufficient to prevent detectable smoke or odor at the property line and to protect occupants of adjacent properties.

8.65.060 – Smoke-Free Multi-Unit Residences

A. All leases for units in multi-unit residences entered into on and after January 1, 2027 must contain the prohibitions set forth in this section.
B. Smoking and the use of any tobacco product or cannabis product is prohibited in every unit of a multi-unit residence, whether the unit is rented or owned.
C. Smoking and the use of any tobacco product or cannabis product is prohibited in all indoor and outdoor common areas of a multi-unit residence, including but not limited to hallways, lobbies, laundry rooms, parking areas, recreation rooms, pools, courtyards, balconies, patios, and porches.
D. Smoking and the use of any tobacco product or cannabis product is prohibited within twenty-five (25) feet of any doorway, window, opening, or vent of a multi-unit residence.

8.65.070 – Property Owner and Operator Responsibilities

A. Every property owner or manager, event organizer, business operator, or controlling agent shall ensure compliance with this chapter on any premise, subject to the prohibitions specified in Section 8.65.030, under their control.
B. Required measures include, but are not limited to:
    1. Removing all ashtrays and other smoking paraphernalia from any area where smoking is prohibited;
    2. Conspicuously posting "No Smoking" or "Smoke-Free Area" signs in places under their control where smoking and the use of any tobacco product or cannabis product is prohibited.
        a) Signs shall contain the international no-smoking symbol and language substantially stating: “Smoke-Free Area: Smoking,

vaping, chewing tobacco, and the use of cannabis products are prohibited pursuant to Chapter 8.65 of the Coachella Municipal Code."

b) Signs shall:
   i. Be written in both English and Spanish;
   ii. Be weather resistant;
   iii. Be a minimum of eight (8) inches by ten (10) inches in size;
   iv. Be placed where they are unobstructed and clearly visible to the public;
   v. Be posted at every primary entrance and in sufficient number to give reasonable notice; and
   vi. Remain legible at all times;
c) Signs shall be posted
d) Damaged or missing signs shall be replaced within thirty (30) days after discovery.

3. Providing tenants, employees, guests, visitors, and event patrons with written notice of the prohibitions.
   a) The City shall post reasonable signage at City-owned recreation areas.

C. A property owner or manager, event organizer, business operator, or controlling agent may request the Administrator's written approval of a designated smoking area at a large outdoor venue, subject to conditions necessary to protect public health and prevent litter.

8.65.080 – Enforcement; Penalties

A. This chapter shall be enforced by any code enforcement officer or other authorized enforcement agent.
B. It is unlawful and a public nuisance for any person to violate any provision or fail to comply with any requirement of this chapter. Any person violating any provision of this chapter or failing to comply with any requirement is deemed guilty of an infraction in accordance with Chapter 1.08 of this Code.
C. The Administrator may adopt rules and regulations and approve forms to implement and enforce this chapter.
D. Unless otherwise provided by this Code, violations of this chapter shall be subject to the following administrative fines, issued pursuant to Title 3 of this code:
   1. First Violation: One hundred dollars ($100.00);
   2. Second Violation of the same provision within twelve (12) months: Two hundred dollars ($200.00);
   3. Third Violation of the same provision within twelve (12) months: Five hundred dollars ($500.00);
   4. Each additional violation of the same provision within twelve (12) months: One thousand dollars ($1,000.00).

E. Each separate violation of this chapter may be cited independently. A person who violates more than one provision of this chapter during the same occurrence may

be cited for each separate violation. Each day that a violation continues shall constitute a separate and distinct offense.

F. Any person violating the same provision of this section four or more times is guilty of a criminal infraction in accordance with Chapter 3.44 of this Code and may be charged with a misdemeanor.
G. The administrative remedies provided herein are cumulative and are in addition to any other remedies available under federal law, state law, or this Code.
H. Nothing in this chapter shall prevent the City from seeking civil, criminal, or equitable relief where authorized by law.
I. The Administrator, or designee, may suspend or revoke any Special Event Permit, issued pursuant to this Code, upon finding that the permittee knowingly or repeatedly allowed violations of this chapter after receiving notice from City staff or law enforcement.

8.65.085 – Public Education

The Administrator may prepare educational materials, conduct public outreach, and develop informational programs to assist residents, businesses, and visitors in complying with this chapter.

8.65.090 – Non-Retaliation

No person shall discharge, refuse to hire, or in any manner retaliate against any individual who exercises any right under this chapter or who seeks to enforce its provisions.

8.65.095 – Appeals

Any person aggrieved by the requirements of this chapter may appeal a determination pursuant to Title 3 of this Code.

8.65.100 – Severability

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter and the application of such provision to other persons and circumstances shall not be affected thereby.

SECTION 3. CEQA DETERMINATION. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15060(c)(2) because it is not a "project" as defined in CEQA Guidelines Section 15378. The Ordinance establishes public health regulations governing smoking, vaping, and the use of tobacco and cannabis products in specified locations throughout the City and does not authorize or result in any direct or reasonably foreseeable physical change to the environment.

In the alternative, if the Ordinance were determined to constitute a "project" under CEQA, it is exempt pursuant to CEQA Guidelines Section 15061(b)(3), the common sense exemption, because it can be seen with certainty that there is no possibility that adoption of this Ordinance may have a significant effect on the environment. The Ordinance establishes operational

regulations intended to protect public health, improve air quality, reduce smoking-related litter, and decrease fire hazards and does not authorize any physical development or expansion of existing uses.

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

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective thirty

(30) days from its adoption.

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Coachella, pursuant to all legal requirements.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Coachella on the 9th day of September 2026.

_____
Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

_____
City Attorney

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

I HEREBY CERTIFY that the foregoing Ordinance No. 1233 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on this 9th day of September, 2026 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Delia Granados
Deputy City Clerk

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Kendra Reif, Community Development Director

PREPARED BY: Kendra Reif, Community Development Director

Anahi Fernandez, Management Analyst

SUBJECT: Community Facilities District (CFD No. 2005-01) Annexation Area No. 37 – (Casa Sienna)

SPECIFICS:

a) Resolution No. 2026-53 Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation No. 37) in the City of Coachella CFD No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

b) Resolution No. 2026-55 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 37 (Casa Sienna).

c) Resolution No. 2026-54 Canvassing The Results of The Election Held Within CFD No. 2005-01 Annexation Area No. 37 (Casa Sienna).

d) Ordinance No. 1236 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 37 Annexed to Said District (1st Reading)

STAFF RECOMMENDATION:

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

1) Adopt Resolution No. 2026-53 and Direct City Clerk to orally verify proof of publication of notices pursuant to Mello-Roos CFD Act of 1982, and confirm absence of any landowner protest;
2) Adopt Resolution No. 2026-55 Calling a Special Election.
3) Adopt Resolution No. 2026-54 Canvassing the Results of The Election within CFD No. 2005-01 Annexation Area No. 37 (Casa Sienna).
4) Introduce for 1st Reading, by title only, Ordinance No. 1236 Authorizing the Levy of a Special Tax within Annexation Area No. 37 Annexed to CFD No. 2005-01.

BACKGROUND:

On September 14, 2005 the City Council adopted Resolution No. 2005-93 establishing the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended. The District and several annexations of territory have been established in the City of Coachella over the past 19 years. The annexation areas consist of new residential subdivisions and multi-family residential development projects.

On July 22, 2026, the City Council adopted Resolution No. 2026-45 stating its intention to annex certain property (APNs# 778-113-001 and 778-113-002), consisting of the Casa Sienna Project (formerly known as Sixth Street) ("Annexation Area No. 37") into the District pursuant to the Act. A copy of Resolution No. 2026-45 which includes a description and map of Annexation Area No. 37, and the rate and method of apportionment and manner of collection of the special tax are on file with the City Clerk.

DISCUSSION/ANALYSIS

Pursuant to the conditions of approval imposed on the Casa Sienna Project which includes construction of a new 53-unit senior multi-family residential community on 0.86 acres generally located south-east of 6th Street and north-east of Tripoli Avenue, the project site must be annexed into the City-wide Community Facilities District (CFD No. 2005-01).

The resolution of intention affirmed the Annexation Area No. 37 Map, and the rate and method of tax collection for the annexed property. The CFD special taxes are collected through the annual property tax rolls and, for this project, may be subject to a subsequent Agreement for deferral of special taxes. There is currently one landowner, and they have filed a "Petition and Waiver" with the City Clerk's Office certifying their desire to annex to the District under shortened timelines. Attached for the City Council's review and approval are the following resolutions and Ordinance action items:

Resolution 2026-53 of the City Council Determining the Validity of Prior Proceedings relating to Annexation of Property (Annexation Area No. 37) in the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services).

Resolution 2026-55 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Calling a Special Election within Annexation Area No. 37.

Resolution 2026-54 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Canvassing the Results of the Election Held Within Annexation Area No. 37 Annexed to Said District.

Ordinance No. 1236 - An Ordinance of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Authorizing the Levy of a Special Tax Within Annexation Area No. 37 Annexed to Said District (First Reading).

During the public hearing, staff will provide the Mayor, or designee, with specific instructions on the necessary procedures and public announcements for conducting the above public hearings, and adopting the resolution and ordinance actions.

FISCAL IMPACT:

The attached resolutions and ordinance actions would pave the way to annex the Casa Sienna site (Annexation No. 37) into the City-wide CFD which would collect an annual special tax that pays for Law Enforcement, Fire and Paramedic Services. The current rate and apportionment method would collect $1,607.23 plus CPI per every dwelling unit that is constructed within the developed single-family residential project. Ultimately, these funds will be used to augment the operating costs for police, fire, and paramedic services in the City of Coachella.

ATTACHMENTS:

1. Resolution No. 2026-53 Determining Validity of Prior Proceedings_
2. Resolution No. 2026-55 Calling Special Election_
3. Resolution No. 2026-54_Canvassing Results
4. Ordinance No. 1236 (1st Reading)
5. Exhibit A - Rate and Method (CFD 2005-01)
6. Exhibit B - CFD Annexation Map 37

RESOLUTION NO. 2026-53

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS RELATING TO ANNEXATION OF PROPERTY (ANNEXATION NO. 37) INTO CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES)

WHEREAS, the City Council (the "Council") of the City of Coachella, California (the "City"), has heretofore adopted Resolution No. 2026-45 stating its intention to annex certain property, consisting of Casa Sienna – ("Annexation Area No. 37"), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act"); and

WHEREAS, a copy of Resolution No. 2026-45 incorporating a description and map of the proposed boundaries of Annexation Area No. 37, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 37, which will be used to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 37, prior to the annexation of Annexation Area No. 37, respectively, to the District and do not supplant services already available within the territory of proposed to be included in Annexation Area No. 37, are on file with the City Clerk and incorporated herein by reference; and

WHEREAS, Resolution No. 2026-45 set September 9, 2026 as the date of the public hearing on the annexation of Annexation Area No. 37 to the District and this Council held the said public hearing as required by law; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 37 to the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearings evidence was presented to the Council on said matters before it, and this Council at the conclusion of said hearings is fully advised in the premises;

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

Section 1. Pursuant to Section 53325.1(b) of the Government Code, the Council finds and determines that the proceedings prior hereto were valid and in conformity with the requirements of the Act.

Section 2. The description and map of the boundaries of Annexation Area No. 37 on file in the City Clerk's office and as described in said Resolution No. 2026-45 and incorporated herein by reference, shall be the boundaries of Annexation Area No. 37. The map of the proposed boundaries of Annexation Area No. 37 has been recorded in the Office of the County Recorder of

Riverside County, California in Book 99, page 84 of the Book of Maps of Assessments and Community Facilities Districts (Instrument Number 2026-0251427).

Section 3. Except where funds are otherwise available, there shall be levied annually in accordance with procedures contained in the Act, a special tax sufficient to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 37 prior to the annexation thereof to the District and do not supplant services already available within the territory proposed to be included in Annexation Area No. 37. The rate and method of apportionment of the special tax and manner of collection is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. The special tax shall be utilized to pay for authorized services.

Section 4. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all real property in Annexation Area No. 37, and this lien shall continue in force and effect until the special tax obligation is canceled in accordance with law or until collection of the tax by the City ceases.

Section 5. Council finds that the proposed public services are necessary to meet the increased demand put upon the City as a result of the development within Annexation Area No. 37.

Section 6. The Council finds that there is not an ad valorem property tax currently being levied on property within Annexation Area No. 37 for the exclusive purpose of financing law enforcement, fire and paramedic services.

Section 7. Written protests against annexation of Annexation Area No. 37, or against the furnishing of specified services or facilities or the levying of a specified special tax within Annexation Area No. 37, have not been filed by by 50% or more of the registered voters, or six registered voters, whichever is more, residing within the existing District, or if 50% or more of the registered voters or six registered voters, whichever is more, residing within the territory proposed for Annexation No. 37, or the owners of one-half or more of the area of land in the territory included in the existing District and not exempt from special tax, or the owners of one-half or more of the area of land in the territory proposed for Annexation No. 37 and not exempt from the special tax.

Section 8. The Office of the City Manager, 53-990 Enterprise Way, Coachella, California 92236, (760) 398-3502, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.1 of the Government Code.

Section 9. The City Clerk is directed to certify and attest to this Resolution and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax.

PASSED, APPROVED and ADOPTED this 9th day of September, 2026.

_____
Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa
City Attorney

State of California)
County of Riverside) ss
City of Coachella)

I HEREBY CERTIFY that the foregoing Resolution 2026-53 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held and on the 9th day of September, 2026 by the following vote of Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Delia Granados
Deputy Ciy Clerk

EXHIBIT "A"

RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAX

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.

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

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

"City" means the City of Coachella.

"City Council" means the City Council of the City.

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

"County" means the County of Riverside.

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

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

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

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

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

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

"State" means the State of California.

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

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

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

B. ASSIGNMENT TO LAND USE CLASSES

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

C. MAXIMUM SPECIAL TAX

1. Developed Single-Family Residential Property

a. Maximum Special Tax
The Maximum Special Tax for each Assessor's Parcel classified as Developed Single-Family Residential Property shall be $846.76 for Police Services and $511.34 for Fire/Paramedic Services.

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

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

2. Developed Multi-Family Residential Property

a. Maximum Special Tax
The Maximum Special Tax for each Assessor's Parcel classified as Developed Multi-Family Residential Property shall be $846.76 for Police Services and $511.34 for Fire/Paramedic Services multiplied by the number of separate dwelling units applicable to such Assessor's Parcel.

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

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

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

E. EXEMPTIONS: EXCLUSIONS

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

F. APPEALS AND INTERPRETATIONS

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

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

G. MANNER OF COLLECTION

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

H. PREPAYMENT OF THE SPECIAL TAX

The Special Tax may not be prepaid.

I. TERM OF THE SPECIAL TAX

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

RESOLUTION NO. 2026-55

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) CALLING A SPECIAL ELECTION

WHEREAS, the City Council (the "Council") of the City of Coachella, California (the "City"), has heretofore adopted Resolution No. 2026-45 stating its intention to annex certain properties, consisting of Casa Sienna ("Annexation Area No. 37"), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act"); and

WHEREAS, a copy of Resolution No. 2026-45 incorporating a description and map of the proposed boundaries of Annexation Area No. 37, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 37, which will be used to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 37 prior to the annexation of Annexation Area No. 37, respectively, to the District and do not supplant services already available within the territory of proposed to be included in Annexation Area No. 37, are on file with the City Clerk and incorporated herein by reference; and

WHEREAS, on September 9, 2026, this Council held a noticed hearing as required by law relative to the proposed annexation of Annexation Area No. 37 into the District; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 37 into the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearing evidence was presented to this Council on said matters before it, and this Council at the conclusion of said hearing was and is fully advised in the premises; and

WHEREAS, this Council adopted its Resolution No. 2026-53 determining the validity of prior proceedings relating to such annexations; and

WHEREAS, the proposed special tax to be levied upon property within Annexation Area No. 37 to finance the above referenced public services has not been precluded by protest of 50% or more of the registered voters, or six registered voters, whichever is more, residing within the existing District, or if 50% or more of the registered voters or six registered voters, whichever is more, residing within the territory proposed for Annexation No. 37, or the owners of one-half or more of the area of land in the territory included in the existing District and not exempt from special tax, or the owners of one-half or more of the area of land in the territory proposed for Annexation No. 37 and not exempt from the special tax; and

WHEREAS, this Council wishes to present to the respective qualified electors of Annexation Area No. 37 a proposition to levy special taxes on property within Annexation Area No. 37;

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

Section 1. Pursuant to Government Code Section 53339.7, the Council hereby submits to the qualified electors of Annexation Area No. 37 the proposition to levy special taxes on property as described in the ballot, in the form established in Exhibit "A" attached hereto, within Annexation Area No. 37 in accordance with the rate and method specified in Resolution 2026-45 of the Council. The ballot is attached as hereto.

Section 2. A special election is hereby called for Annexation Area No. 37 on the ballot measure set forth in Section 1 above.

Section 3. The date of the special elections shall be on the 9th day of September, 2026. The voter ballots shall be returned to the City Clerk at 53990 Enterprise Way, Coachella, California 92236, no later than 6:00 o'clock p.m. on September 9, 2026.

Section 4. The Council finds and determines that there were no registered voters residing within the territories of Annexation Area No. 37 at the time of the protest hearing and ninety (90) days prior thereto. The requirements of Section 53326 of the Government Code having been waived by the sole landowner or sole landowners, the ballot for the special election shall be mailed or hand delivered to the landowner or landowners within each of Annexation Area No. 37.

Section 5. Annexation Area No. 37 shall constitute a single election precinct for the purpose of holding said election.

Section 6. The Council hereby directs that the election be conducted by the City Clerk of the City of Coachella, as the elections official.

PASSED, APPROVED and ADOPTED this 9th day of September, 2026.

_____
Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa
City Attorney

State of California)
County of Riverside) ss
City of Coachella)

I HEREBY CERTIFY that the foregoing Resolution No. 2026-55 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held and on the 9th day of September, 2026, by the following vote of Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Delia Granados
Deputy City Clerk

Exhibit "A"

City of Coachella
Community Facilities District No. 2005-1
(Law Enforcement, Fire and Paramedic Services)
Annexation No. 37

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot, signed, in the enclosed envelope to the office of the City Clerk of the City of Coachella no later than 6:00 p.m. on September 9, 2026, either by mail or in person. The City Clerk's office is located at Coachella Civic Center, 53990 Enterprise Way, Coachella, California, 92236.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return to the City Clerk of the City of Coachella and obtain another.

BALLOT MEASURE:
Shall the City of Coachella, by and for its Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Coachella adopted by its Council on July 22, 2026?

YES: ☐

NO: ☐

By executing in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner/Authorized Representative Signature: _____

_____

RESOLUTION NO. 2026-54

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) CANVASSING THE RESULTS OF THE ELECTION HELD WITHIN ANNEXATION AREA NO. 37 ANNEXED TO SAID DISTRICT.

WHEREAS, the City Council of the City of Coachella, California (the "Council") has previously conducted proceedings pertaining to the annexation of certain properties, consisting of Casa Sienna ("Annexation Area No. 37"), into the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District"), the rate and method of apportionment of a special tax to finance a portion of the cost of providing certain public services, and the calling of an election in regard to the foregoing; and

WHEREAS, on September 9, 2026, an election was held within Annexation Area No. 37 regarding the rate and method of apportionment of the proposed special tax; and

WHEREAS, at such election the proposal for the rate and method of apportionment and manner of collection of the special tax for Annexation Area No. 37 was approved by the qualified electors of Annexation Area No. 37;

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

Section 1. It is hereby determined that the election conducted within Annexation Area No. 37 was duly and validly conducted.

Section 2. Annexation Area No. 37 is hereby annexed into the District.

Section 3. The Council, acting as the legislative body of the District, is authorized to levy the special tax on behalf of the District, as specified in Resolution No. 2026-53 determining the validity of prior proceedings adopted by the City Council on September 9, 2026.

PASSED, APPROVED and ADOPTED this 9th day of September, 2026.

_____
Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa
City Attorney

State of California)
County of Riverside) ss
City of Coachella)

I HEREBY CERTIFY that the foregoing Resolution No. 2026-54 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held and on the 9th day of September, 2026, by the following vote of Council:.

_____

Delia Granados
Deputy City Clerk

ORDINANCE NO. 1236

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING AS THE LEGISLATIVE BODY OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 37 ANNEXED TO SAID DISTRICT

WHEREAS, on July 22, 2026 the City Council (the "Council") of the City of Coachella, California (the "City"), adopted Resolution No. 2026-45 stating its intention to annex certain properties, consisting of Casa Sienna ("Annexation Area No. 37"), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act"); and

WHEREAS, notice was published as required by law relative to the intention of the Council to annex Annexation Area No. 37 into the District; and

WHEREAS, on September 9, 2026 this Council held a noticed public hearing as required by law relative to the determination to proceed with the annexation of Annexation Area No. 37 into the District and the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 37 to finance certain public services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 37 were heard and a full and fair hearing was held; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2026-53 determining the validity of prior proceedings relative to the annexation of Annexation Area No. 37 into the District and authorized the levy of a special tax within Annexation Area No. 37; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2026-55 which called an election within Annexation Area No. 37, for September 9, 2026 on the proposition of levying a special tax; and

WHEREAS, on September 9, 2026 an election was held within Annexation Area No. 37, in which the eligible electors approved by more than two-thirds vote the proposition of levying a special tax;

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

Section 1. A special tax is levied within the boundaries of Annexation Area No. 37 Exhibit "B", pursuant to the formula set forth in Exhibit "A" attached hereto and incorporated by reference in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 37, prior to the annexation of Annexation Area No. 37, respectively, into the District.

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

Section 3. All of the collections of the special tax shall be used as provided for in the Act and Resolution No. 2026-53 of the Council.

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

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

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

PASSED, APPROVED AND ADOPTED this 9th day of September, 2026.

_____
Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Ordinance No. 1236 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held and on the 9th day of September, 2026, by the following vote of Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Delia Granados
Deputy City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT

NOTICE OF ADOPTION OF ORDINANCE NO. 1236

NOTICE IS HEREBY GIVEN that on September 9, 2026, the City Council of the City of Coachella, in its capacity as the legislative body of the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services), held a public hearing and adopted Ordinance No. 1236. A summary of Ordinance No. 1236 follows and is marked as Exhibit "A". At said time and place the testimony of all interested persons or taxpayers for or against said ordinance was heard.

Ordinance No. 1236 was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Delia Granados
Deputy City Clerk

Dated: September 9, 2026

EXHIBIT "A"

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

IN THE MATTER OF Authorizing the Levy of a Special Tax Within Annexation Area No. 37 Annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services)	)))))))	**ORDINANCE NO. 1236 SUMMARY**

The ordinance authorizes the levy of an annual special tax within Annexation Area No. 37 annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District"), collected in the same manner as ordinary ad valorem taxes, in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 37, prior to the annexation of Annexation Area No. 37, respectively, to the District, which is necessary to meet increased demands placed upon the City as a result of development or rehabilitation occurring within Annexation Area No. 37.

_____
Delia Granados
Deputy City Clerk

Dated: September 9, 2026

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's parcel number.

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

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

"City" means the City of Coachella.

"City Council" means the City Council of the City.

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

"County" means the County of Riverside.

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

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

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

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

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

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

"State" means the State of California.

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

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

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

B. ASSIGNMENT TO LAND USE CLASSES

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

C. MAXIMUM SPECIAL TAX

1. Developed Single-Family Residential Property

a. Maximum Special Tax
The Maximum Special Tax for each Assessor's Parcel classified as Developed Single-Family Residential Property shall be $846.76 for Police Services and $511.34 for Fire/Paramedic Services.

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

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

2. Developed Multi-Family Residential Property

a. Maximum Special Tax
The Maximum Special Tax for each Assessor's Parcel classified as Developed Multi-Family Residential Property shall be $846.76 for Police Services and $511.34 for Fire/Paramedic Services multiplied by the number of separate dwelling units applicable to such Assessor's Parcel.

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

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

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

E. EXEMPTIONS: EXCLUSIONS

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

F. APPEALS AND INTERPRETATIONS

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

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

G. MANNER OF COLLECTION

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

H. PREPAYMENT OF THE SPECIAL TAX

The Special Tax may not be prepaid.

I. TERM OF THE SPECIAL TAX

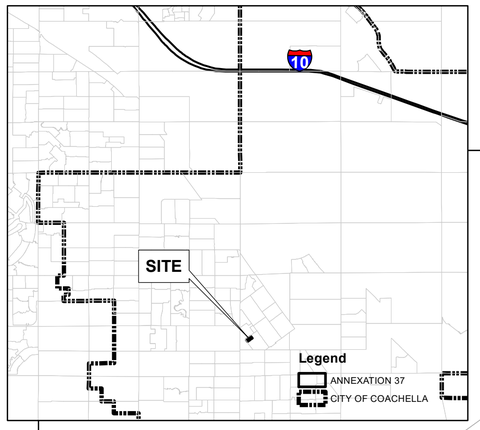
The Annual Maximum Special Tax shall be levied in perpetuity or unit Law Enforcement, Fire and Paramedic Services are no longer being provided by the City within the CFD, whichever is earlier.

ANNEXATION MAP NO. 37
COMMUNITY FACILITIES DISTRICT NO. 2005-1
(LAW ENFORCEMENT, FIRE, AND PARAMEDIC SERVICES)

SHEET 1 OF 1

CITY OF COACHELLA
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 37 OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES), CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF COACHELLA AT A REGULAR MEETING THEREOF, HELD ON THE _____, DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF COACHELLA

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK ___.M. IN THE BOOK _____ PAGES _____ OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

_____
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

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

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	778-113-001
2	778-113-002

WILLDAN

STAFF REPORT
9/9/2026

TO: Honorable Mayor and City Council Members

FROM: Gustavo Romo, City Manager

PREPARED BY: Kendra Reif, Community Development Director

Anahi Fernandez, Management Analyst

SUBJECT: Community Facilities District (CFD No. 2005-01) Annexation Area No. 37 – (Casa Sienna)

SPECIFICS:

a) Resolution No. 2026-55 on Behalf of CFD No. 2005-01 Calling a Special Election within Annexation Area No. 37 (Casa Sienna).

b) Resolution No. 2026-54 Canvassing The Results of The Election Held Within CFD No. 2005-01 Annexation Area No. 37 (Casa Sienna).

c) Ordinance No. 1236 on Behalf of CFD No. 2005-01 Authorizing the Levy of a Special Tax within Annexation Area No. 37 Annexed to Said District (1st Reading)

STAFF RECOMMENDATION:

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

1) Direct City Clerk to orally verify proof of publication of notices pursuant to Mello-Roos CFD Act of 1982, and confirm absence of any landowner protest;
2) Adopt Resolution No. 2026-55 Calling a Special Election.
3) Adopt Resolution No. 2026-54 Canvassing the Results of The Election within CFD No. 2005-01 Annexation Area No. 37 (Casa Sienna).
4) Introduce for 1st Reading, by title only, Ordinance No. 1236 Authorizing the Levy of a Special Tax within Annexation Area No. 37 Annexed to CFD No. 2005-01.

BACKGROUND:

On September 14, 2005 the City Council adopted Resolution No. 2005-93 establishing the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended. The District and several annexations of territory have been established in the City of Coachella over the past 19 years. The annexation areas consist of new residential subdivisions and multi-family residential development projects.

On July 22, 2026, the City Council adopted Resolution No. 2026-45 stating its intention to annex certain property (APNs# 778-113-001 and 778-113-002), consisting of the Casa Sienna Project (formerly known as Sixth Street) ("Annexation Area No. 37") into the District pursuant to the Act. A copy of Resolution No. 2026-45 which includes a description and map of Annexation Area No. 37, and the rate and method of apportionment and manner of collection of the special tax are on file with the City Clerk.

DISCUSSION/ANALYSIS

Pursuant to the conditions of approval imposed on the Casa Sienna Project which includes construction of a new 53-unit senior multi-family residential community on 0.86 acres generally located south-east of 6th Street and north-east of Tripoli Avenue, the project site must be annexed into the City-wide Community Facilities District (CFD No. 2005-01).

The resolution of intention affirmed the Annexation Area No. 37 Map, and the rate and method of tax collection for the annexed property. The CFD special taxes are collected through the annual property tax rollsThere is currently one landowner, and they have filed a "Petition and Waiver" with the City Clerk's Office certifying their desire to annex to the District under shortened timelines. Attached for the City Council's review and approval are the following resolutions and Ordinance action items:

Resolution 2026-55 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Calling a Special Election within Annexation Area No. 37.

Resolution 2026-54 of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Canvassing the Results of the Election Held Within Annexation Area No. 37 Annexed to Said District.

Ordinance No. 1236 - An Ordinance of the City Council acting on Behalf of the City of Coachella Community Facilities District No. 2005-01 (Law Enforcement, Fire and Paramedic Services) Authorizing the Levy of a Special Tax Within Annexation Area No. 37 Annexed to Said District (First Reading).

During the public hearing, staff will provide the Mayor, or designee, with specific instructions on the necessary procedures and public announcements for conducting the above public hearings, and adopting the resolution and ordinance actions.

FISCAL IMPACT:

The attached resolutions and ordinance actions would pave the way to annex the Casa Sienna site (Annexation No. 37) into the City-wide CFD which would collect an annual special tax that pays for Law Enforcement, Fire and Paramedic Services. The current rate and apportionment method would collect $1,607.23 plus CPI per every dwelling unit that is constructed within the developed single-family residential project. Ultimately, these funds will be used to augment the operating costs for police, fire, and paramedic services in the City of Coachella.

ALTERNATIVES:

1. Adopt the attached resolutions and introduce Ordinance 1236 for 1st Reading, by title only.
2. Continue this item and provide staff with direction.
3. Take no action.

RECOMMENDED ALTERNATIVE(S):

Staff recommends alternative #1.

Attachments:

1. R̄esolution No. 2026-55 Calling Special Election_
2. Resolution No. 2026-54_Canvassing Results
3. Ordinance No. 1236 (1st Reading)
4. Exhibit A - Rate and Method (CFD 2005-01)
5. Exhibit B - CFD Annexation Map 37

RESOLUTION NO. 2026-55

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) CALLING A SPECIAL ELECTION

WHEREAS, the City Council (the "Council") of the City of Coachella, California (the "City"), has heretofore adopted Resolution No. 2026-45 stating its intention to annex certain properties, consisting of Casa Sienna ("Annexation Area No. 37"), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act"); and

WHEREAS, a copy of Resolution No. 2026-45 incorporating a description and map of the proposed boundaries of Annexation Area No. 37, and setting forth the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 37, which will be used to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 37 prior to the annexation of Annexation Area No. 37, respectively, to the District and do not supplant services already available within the territory of proposed to be included in Annexation Area No. 37, are on file with the City Clerk and incorporated herein by reference; and

WHEREAS, on September 9, 2026, this Council held a noticed hearing as required by law relative to the proposed annexation of Annexation Area No. 37 into the District; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 37 into the District were heard and a full and fair hearing was held; and

WHEREAS, at said hearing evidence was presented to this Council on said matters before it, and this Council at the conclusion of said hearing was and is fully advised in the premises; and

WHEREAS, the proposed special tax to be levied upon property within Annexation Area No. 37 to finance the above referenced public services has not been precluded by protest of 50% or more of the registered voters, or six registered voters, whichever is more, residing within the existing District, or if 50% or more of the registered voters or six registered voters, whichever is more, residing within the territory proposed for Annexation No. 37, or the owners of one-half or more of the area of land in the territory included in the existing District and not exempt from special tax, or the owners of one-half or more of the area of land in the territory proposed for Annexation No. 37 and not exempt from the special tax; and

WHEREAS, this Council wishes to present to the respective qualified electors of Annexation Area No. 37 a proposition to levy special taxes on property within Annexation Area No. 37.

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

Section 1. Pursuant to Government Code Section 53339.7, the Council hereby submits to the qualified electors of Annexation Area No. 37 the proposition to levy special taxes on property as described in the ballot, in the form established in Exhibit "A" attached hereto, within Annexation Area No. 37 in accordance with the rate and method specified in Resolution 2026-45 of the Council and attached hereto as Exhibit "B".

Section 2. A special election is hereby called for Annexation Area No. 37 on the ballot measure set forth in Section 1 above.

Section 3. The date of the special elections shall be on the 9th day of September, 2026. The voter ballots shall be returned to the City Clerk at 53990 Enterprise Way, Coachella, California 92236, no later than 6:00 o'clock p.m. on September 9, 2026.

Section 4. The Council finds and determines that there were no registered voters residing within the territories of Annexation Area No. 37 at the time of the protest hearing and ninety (90) days prior thereto. The requirements of Section 53326 of the Government Code having been waived by the sole landowner or sole landowners, the ballot for the special election shall be mailed or hand delivered to the landowner or landowners within each of Annexation Area No. 37.

Section 5. Annexation Area No. 37 shall constitute a single election precinct for the purpose of holding said election.

Section 6. The Council hereby finds that all minor defects in the proceedings are hereby corrected as authorized by Section 53323 of the Government Code of the State of California, and that all proceedings prior hereto were valid and taken in conformity with the requirements of law, and specifically the provisions of the Community Facilities District Law, and this finding is made pursuant to the provisions and authorization of Section 53325.1 of the Government Code of the State of California.

Section 7. The Council hereby directs that the election be conducted by the City Clerk of the City of Coachella, as the elections official.

PASSED, APPROVED and ADOPTED this 9th day of September, 2026.

_____
Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa
City Attorney

State of California)
County of Riverside) ss
City of Coachella)

I HEREBY CERTIFY that the foregoing Resolution No. 2026-55 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held and on the 9th day of September, 2026, by the following vote of Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Delia Granados
Deputy City Clerk

Exhibit "A"

City of Coachella
Community Facilities District No. 2005-1
(Law Enforcement, Fire and Paramedic Services)
Annexation No. 37

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot, signed, in the enclosed envelope to the office of the City Clerk of the City of Coachella no later than 6:00 p.m. on September 9, 2026, either by mail or in person. The City Clerk's office is located at Coachella Civic Center, 53990 Enterprise Way, Coachella, California, 92236.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return to the City Clerk of the City of Coachella and obtain another.

BALLOT MEASURE:
Shall the City of Coachella, by and for its Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Coachella adopted by its Council on July 22, 2026?

YES: ☐

NO: ☐

By executing in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner/Authorized Representative Signature: _____

_____

Exhibit "B"

Rate and Method of Apportionment of Special Tax

RESOLUTION NO. 2026-54

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING ON BEHALF OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) CANVASSING THE RESULTS OF THE ELECTION HELD WITHIN ANNEXATION AREA NO. 37 ANNEXED TO SAID DISTRICT.

WHEREAS, the City Council of the City of Coachella, California (the "Council") has previously conducted proceedings pertaining to the annexation of certain properties, consisting of Casa Sienna ("Annexation Area No. 37"), into the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District"), the rate and method of apportionment of a special tax to finance a portion of the cost of providing certain public services, and the calling of an election in regard to the foregoing; and

WHEREAS, on September 9, 2026, an election was held within Annexation Area No. 37 regarding the rate and method of apportionment of the proposed special tax; and

WHEREAS, at such election the proposal for the rate and method of apportionment and manner of collection of the special tax for Annexation Area No. 37 was approved by the qualified electors of Annexation Area No. 37.

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

Section 1. It is hereby determined that the election conducted within Annexation Area No. 37 was duly and validly conducted.

Section 2. All votes voted in the special election on the proposition with respect to the annual levy of special taxes on taxable property within the District to pay the costs of the services to be provided by the District were voted in favor thereof, and such proposition carried.

Section 3. The effect of the results of the special election, as specified in Section 2 hereof, is that Annexation Area No. 37 is hereby annexed into the District and the City Council, as the legislative body of the District, is authorized to annually levy special taxes on taxable property within the District in an amount sufficient to pay the costs of the services to be provided by the District at the special tax rates and pursuant to the methodology for determining and apportioning such special taxes which are set forth in rate and method of apportionment of the special tax.

PASSED, APPROVED and ADOPTED this 9th day of September, 2026.

_____

Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa
City Attorney

State of California)
County of Riverside) ss
City of Coachella)

I HEREBY CERTIFY that the foregoing Resolution No. 2026-54 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held and on the 9th day of September, 2026, by the following vote of Council:.

_____

Delia Granados
Deputy City Clerk

ORDINANCE NO. 1236

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA ACTING AS THE LEGISLATIVE BODY OF CITY OF COACHELLA COMMUNITY FACILITIES DISTRICT NO. 2005-1 (LAW ENFORCEMENT, FIRE AND PARAMEDIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN ANNEXATION AREA NO. 37 ANNEXED TO SAID DISTRICT

WHEREAS, on July 22, 2026 the City Council (the "Council") of the City of Coachella, California (the "City"), adopted Resolution No. 2026-45 stating its intention to annex certain properties, consisting of Casa Sienna ("Annexation Area No. 37"), into City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act"); and

WHEREAS, notice was published as required by law relative to the intention of the Council to annex Annexation Area No. 37 into the District; and

WHEREAS, on September 9, 2026 this Council held a noticed public hearing as required by law relative to the determination to proceed with the annexation of Annexation Area No. 37 into the District and the rate and method of apportionment and manner of collection of the special tax to be levied within Annexation Area No. 37 to finance certain public services; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the annexation of Annexation Area No. 37 were heard and a full and fair hearing was held; and

WHEREAS, the Council subsequent to said hearing adopted Resolution No. 2026-55 which called an election within Annexation Area No. 37, for September 9, 2026 on the proposition of levying a special tax; and

WHEREAS, on September 9, 2026 an election was held within Annexation Area No. 37, in which the eligible electors approved by more than two-thirds vote the proposition of levying a special tax;

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

Section 1. A special tax is levied within the boundaries of Annexation Area No. 37 Exhibit "B", pursuant to the formula set forth in Exhibit "A" attached hereto and incorporated by reference in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 37, prior to the annexation of Annexation Area No. 37, respectively, into the District.

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

Section 3. All of the collections of the special tax shall be used as provided for in the Act and Resolution No. 2026-55 of the Council.

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

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

Section 6. The special taxes authorized to be levied shall be secured by the lien imposed pursuant to Sections 3117.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien to secure each levy of the special tax, shall attach to all non-exempt real property in the District and shall continue in force and effect until the lien is canceled in accordance with law or until collection of the tax by the legislative body ceases.

Section 7. This ordinance relating to the levy of the special tax takes effect and shall be in force from and after 30 days from the date of final passage. A copy of this ordinance shall be transmitted to the Clerk of the Board of Supervisors of Riverside County, the Assessor and the Treasurer-Tax Collector of Riverside County.

The foregoing Ordinance was introduced and the title thereof read at the regular meeting of the City Council the 9th day of September 2026 and by unanimous vote of the Council members present, further reading was waived.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing Ordinance was duly passed and adopted by the City Council at a regular meeting thereof, this the ___ day of September 2026, by the following vote, to wit:

AYES:	Council Members:
NOES:	Council Members:
ABSTAIN:	Council Members:
ABSENT:	Council Members:

_____
Dr. Frank Figueroa
Mayor

ATTEST:

_____
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

_____
Ryan Guiboa
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Ordinance No. 1236 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held and on the 9th day of September, 2026, by the following vote of Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Delia Granados
Deputy City Clerk

EXHIBIT "A"

RATE AND METHOD OF APPORTIONMENT

NOTICE OF ADOPTION OF ORDINANCE NO. 1236

NOTICE IS HEREBY GIVEN that on September 9, 2026, the City Council of the City of Coachella, in its capacity as the legislative body of the City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services), held a public hearing and adopted Ordinance No. 1236. A summary of Ordinance No. 1236 follows and is marked as Exhibit "A". At said time and place the testimony of all interested persons or taxpayers for or against said ordinance was heard.

Ordinance No. 1236 was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Delia Granados
Deputy City Clerk

Dated: September 9, 2026

EXHIBIT "A"

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

IN THE MATTER OF Authorizing the Levy of a Special Tax Within Annexation Area No. 37 Annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services)	))))))	**ORDINANCE NO. 1236 SUMMARY**

The ordinance authorizes the levy of an annual special tax within Annexation Area No. 37 annexed to City of Coachella Community Facilities District No. 2005-1 (Law Enforcement, Fire and Paramedic Services) (the "District"), collected in the same manner as ordinary ad valorem taxes, in an amount necessary to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within Annexation Area No. 37, prior to the annexation of Annexation Area No. 37, respectively, to the District, which is necessary to meet increased demands placed upon the City as a result of development or rehabilitation occurring within Annexation Area No. 37.

_____
Delia Granados
Deputy City Clerk

Dated: September 9, 2026