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# CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBERS  
78-495 Calle Tampico, La Quinta

**REGULAR MEETING ON TUESDAY, FEBRUARY 7, 2017**  
**3:00 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION**

## **CALL TO ORDER**

ROLL CALL: Councilmembers: Fitzpatrick, Peña, Radi, Sanchez, Mayor Evans

## **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

At this time, members of the public may address the City Council on any matter not listed on the agenda. Please complete a "Request to Speak" form and limit your comments to three minutes. The City Council values your comments; however in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by GC 54954.2(b).

## **CONFIRMATION OF AGENDA**

## **CLOSED SESSION**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY LOCATED AT 77895 CALLE MONTEZUMA (APN 773-101-005)  
 CITY NEGOTIATOR: FRANK J. SPEVACEK, CITY MANAGER  
 PROPERTY OWNER: MICHAEL A. FISCHER SR., MICHAEL A. FISCHER JR.  
 UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT AND/OR DISPOSITION OF THE PROPERTY IDENTIFIED
  
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR THE SIX PROPERTIES LISTED BELOW  
 CITY NEGOTIATOR: FRANK J. SPEVACEK, CITY MANAGER  
 NEGOTIATING PARTIES: OWNERS AS LISTED BELOW  
 UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

1. 46300 DUNE PALMS ROAD – ENGLISH CONGREGATION OF JEHOVAH’S WITNESSES
  2. 46400 DUNE PALMS ROAD (PORTIONS) – CHIN FAMILY PROPERTIES, LIMITED
  3. 46400 DUNE PALMS ROAD, UNIT 58 – LETICIA ARIAS
  4. 46400 DUNE PALMS ROAD, UNIT 83 – JOSE AND IMELDA BENAVIDES
  5. 46400 DUNE PALMS ROAD, UNIT 82 – MARIA C. MARRUFO
  6. 46400 DUNE PALMS ROAD, UNIT 84 – GARCIA ROMERO
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY LOCATED AT: SILVERROCK RESORT (APNs 770-200-026; 776-150-021; 776-150-023; 770-060-056; 770-060-057; 770-060-058; 770-060-059; 770-060-061; 770-060-062; 777-490-004; 777-490-006; 777-490-007; 777-490-012 AND 777-490-014)
- CITY NEGOTIATOR: FRANK J. SPEVACEK, CITY MANAGER  
 NEGOTIATING PARTIES: ROBERT S. GREEN, SILVERROCK DEVELOPMENT COMPANY  
 UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT FOR THE SALE OF REAL PROPERTY

*RECESS TO CLOSED SESSION*

*RECONVENE*

**REPORT ON ACTIONS(S) TAKEN IN CLOSED SESSION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

At this time, members of the public may address the City Council on any matter not listed on the agenda. Please complete a "Request to Speak" form and limit your comments to three minutes. The City Council values your comments; however in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by GC 54954.2(b).

**ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS**

1. MAINTENANCE FOREMAN ADOLFO CABRERA RETIREMENT PROCLAMATION

**CONSENT CALENDAR**

NOTE: Consent Calendar items are routine in nature and can be approved by one motion.

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### **MAYOR’S AND COUNCIL MEMBERS’ ITEMS**

### **REPORTS AND INFORMATIONAL ITEMS (Update as needed)**

1. CVAG COACHELLA VALLEY CONSERVATION COMMISSION (Evans)
2. CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE (Evans)
3. CVAG EXECUTIVE COMMITTEE (Evans)
4. EAST VALLEY COALITION (Evans)
5. GREATER PALM SPRINGS CONVENTION AND VISITORS BUREAU (Evans)
6. LEAGUE OF CALIFORNIA CITIES DELEGATE (Evans)
7. COACHELLA VALLEY WATER DISTRICT POLICY COMMITTEE (Evans)

- 8. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (Evans)
- 9. ECONOMIC DEVELOPMENT SUBCOMMITTEE (Evans & Radi)
- 10. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (Fitzpatrick)
- 11. COACHELLA VALLEY MOUNTAINS CONSERVANCY (Fitzpatrick)
- 12. CHAMBER OF COMMERCE INFO EXCHANGE COMMITTEE (Fitzpatrick)
- 13. DESERT RECREATION DISTRICT COMMITTEE (Fitzpatrick and Radi)
- 14. COACHELLA VALLEY UNIFIED SCHOOL DISTRICT COMMITTEE (Fitzpatrick and Peña)
- 15. AD HOC COMMITTEE TO EVALUATE CITY CANNABIS OPTIONS (Peña and 1 Vacancy)
- 16. CVAG PUBLIC SAFETY COMMITTEE (Peña)
- 17. CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE (Peña)
- 18. JACQUELINE COCHRAN REGIONAL AIRPORT AUTHORITY (Peña)
- 19. CVAG TRANSPORTATION COMMITTEE (Radi)
- 20. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) (Radi)
- 21. SUNLINE TRANSIT AGENCY (Radi)
- 22. DESERT SANDS SCHOOL DISTRICT COMMITTEE (Radi and Sanchez)
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**ADJOURNMENT**

\*\*\*\*\*

The next regular meeting of the City Council will be held on February 21, 2017 at 4:00 p.m. at the City Hall Council Chambers, 78-495 Calle Tampico, La Quinta, CA 92253.

**DECLARATION OF POSTING**

I, Susan Maysels, City Clerk, of the City of La Quinta, do hereby declare that the foregoing Agenda for the La Quinta City Council meeting was posted on the City's website, near the entrance to the Council Chambers at 78-495 Calle Tampico, and the bulletin boards at the Stater Brothers Supermarket at 78-630 Highway 111, and the La Quinta Cove Post Office at 51-321 Avenida Bermudas, on February 3, 2017.

DATED: February 3, 2017

SUSAN MAYSELS, City Clerk  
City of La Quinta, California

### **Public Notices**

- The La Quinta City Council Chamber is handicapped accessible. If special equipment is needed for the hearing impaired, please call the City Clerk's office at 777-7103, twenty-four (24) hours in advance of the meeting and accommodations will be made.
- If special electronic equipment is needed to make presentations to the City Council, arrangements should be made in advance by contacting the City Clerk's office at 777-7103. A one (1) week notice is required.
- If background material is to be presented to the Councilmembers during a City Council meeting, please be advised that eight (8) copies of all documents, exhibits, etc., must be supplied to the City Clerk for distribution. It is requested that this take place prior to the beginning of the meeting.
- Any writings or documents provided to a majority of the City Council regarding any item(s) on this agenda will be made available for public inspection at the Community Development counter at City Hall located at 78-495 Calle Tampico, La Quinta, California, 92253, during normal business hours.



**CITY COUNCIL  
MINUTES  
TUESDAY, JANUARY 17, 2017**

A regular meeting of the La Quinta City Council was called to order at 4:00 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, Peña, Radi, Sanchez, Mayor Evans  
ABSENT: None

**PLEDGE OF ALLEGIANCE**

Councilmember Peña led the audience in the pledge of allegiance.

**CONFIRMATION OF AGENDA** – Confirmed

**PUBLIC COMMENT ON MATTERS NOT ON AGENDA** - None

**ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS**

**1. PRESENTATION BY QUEEN SCHEHERAZADE AND HER COURT ON BEHALF OF THE RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL**

A presentation by Queen Scheherazade and her court was made on behalf of the upcoming Riverside County Fair and National Date Festival. 2017 representatives are all La Quinta High School students:

- Ngan Nyuyen - Queen Scheherazade
- Alyssah Moffatt – Princess Dunyazade
- Maya Jones - Princess Jasmine

**2. EAST VALLEY COALITION UPDATE**

Robert Wright, Coalition Manager presented a power point presentation on the progress of the East Valley Coalition with stimulating economic development in La Quinta.

**CONSENT CALENDAR**

- 1. APPROVE MINUTES OF DECEMBER 20, 2016**
- 2. APPROVE MINUTES OF JANUARY 3, 2017**
- 3. APPROVE APPROPRIATION OF FUNDS FOR THE LIBRARY HEATING VENTILATION AND AIR CONDITIONING CONTROL SYSTEM**

4. **APPROVE REVISED FOURTH AMENDMENT TO SUNLINE JOINT POWERS TRANSPORTATION AGENCY AGREEMENT**
5. **ACCEPT STATE FUNDING GRANT FROM SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT FOR FRONT LINE LAW ENFORCEMENT SERVICES AND APPROVE LOCAL EXPENDITURE PLAN**
6. **APPROVE DEMAND REGISTERS DATE DECEMBER 30, 2016 AND JANUARY 6, 2017**
7. **AWARD CONTRACT TO CONSTRUCT THE CITY HALL MISCELLANEOUS AMERICANS WITH DISABILITIES ACT IMPROVEMENTS PROJECT (PROJECT NO. 2016-05)**
8. **ACCEPT ART DONATION FROM JANICE OSBORNE**

Councilmember Radi thanked Janice Osborne for her art donation.

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to approve the Consent Calendar as recommended. Motion passed unanimously.

**BUSINESS SESSION**

1. **INTERVIEW AND APPOINT A RESIDENT TO FILL ONE VACANCY ON THE PLANNING COMMISSION FOR A TERM ENDING JUNE 30, 2017**

The following applicants gave a brief presentation on their qualifications:

- o Mary Caldwell
- o Javier Lopez
- o Leila Namvar
- o Ray Rooker

City Clerk Maysels collected, tabulated and announced the votes as follows:

Councilmember Fitzpatrick:	Caldwell
Councilmember Peña:	Caldwell
Councilmember Radi:	Caldwell
Councilmember Sanchez:	Caldwell
Mayor Evans:	Caldwell

MOTION - A motion was made and seconded by Councilmembers Fitzpatrick/Radi to appoint Mary Caldwell to the Planning Commission for a term ending June 30, 2017. Motion passed unanimously.



## **2. APPOINT TWO REPRESENTATIVES TO THE DESERT RECREATION DISTRICT COMMITTEE**

MOTION – A motion was made and seconded by Councilmembers Sanchez/Peña to appoint Councilmembers Fitzpatrick and Radi as City representatives on the Desert Recreation District Committee for a period of one year. Motion passed unanimously.

STUDY SESSION – None

PUBLIC HEARINGS – None

### **DEPARTMENTAL REPORTS**

All reports are on file in the City Clerk's Office.

Community Resources Director Escobedo explained that, depending on the weather forecast tomorrow, the 19<sup>th</sup> Hole Block Party event schedule for the evening of January 20<sup>th</sup> may have to be rescheduled to next week due to possible heavy rains. Staff will keep Council informed. Mr. Escobedo also explained the Community Services Commission's decision to decline the invitation by Desert X to participate in the Desert Exhibition of Art Project this year, but to reconsider participation next year.

Assistant Police Chief Walton explained that the ordinance adopted by Council on December 15, 2015 establishing a standardized emergency access to gated communities by law enforcement (Knox key system) now has 100% compliance by all gated communities. He thanked Council on behalf of grateful La Quinta Officers.

Fire Chief La Clair reported on recent department activity and the tour provided to new Councilmembers.

### **MAYOR'S AND COUNCIL MEMBER'S ITEMS**

Mayor Evans announced that there is a survey on the City's website regarding residents' opinions on short-term vacation rentals, and urged residents to complete it.

Mayor Evans also noted that late Supervisor John Benoit's memorial, which was attended by all Councilmembers, was a fitting celebration of his life.

### **REPORTS AND INFORMATIONAL ITEMS**

La Quinta's representative for 2017, Mayor Evans reported on her participation in the following organizations meeting:

- CVAG COACHELLA VALLEY CONSERVATION COMMISSION

La Quinta's representative for 2017, Councilmember Fitzpatrick reported on her participation in the following organization meeting:

- COACHELLA VALLEY MOUNTAINS CONSERVANCY

La Quinta’s representative for 2017, Councilmember Radi reported on his participation in the following organization meeting:

- RIVERSIDE COUNTY TRANSPORTATION COMMISSION

La Quinta’s representative for 2017, Councilmember Sanchez reported on his participation in the following organizations meeting:

- IID ENERGY CONSUMERS’ ADVISORY COMMITTEE

**CLOSED SESSION**

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY LOCATED AT: SILVERROCK RESORT (APNs 770-200-026; 776-150-021; 776-150-023; 770-060-056; 770-060-057; 770-060-058; 770-060-059; 770-060-061; 770-060-062; 777-490-004; 777-490-006; 777-490-007; 777-490-012; 777-490-014  
CITY NEGOTIATOR: FRANK J. SPEVACEK, CITY MANAGER  
NEGOTIATING PARTIES: ROBERT S. GREEN, SILVERROCK DEVELOPMENT COMPANY  
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT FOR THE SALE OF REAL PROPERTY**
  
- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF AVENUE 52 AND AVENIDA BERMUDAS (APN 770-184-010)  
CITY NEGOTIATOR: FRANK J. SPEVACEK, CITY MANAGER  
PROPERTY OWNER: CITY OF LA QUINTA  
UNDER NEGOTIATION: PRICE AND TERM OF PAYMENT AND/OR DISPOSITION OF THE PROPERTY IDENTIFIED**

*MAYOR EVANS RECESSED THE CITY COUNCIL MEETING AT 5:32 P.M. TO (1) THE SUCCESSOR AGENCY TO THE LA QUINTA REDEVELOPMENT AGENCY MEETING, (2) THE LA QUINTA HOUSING AUTHORITY MEETING, AND (3) CITY COUNCIL CLOSED SESSION*

*COUNCILMEMBER PEÑA RECUSED HIMSELF, LEFT THE ROOM AND DID NOT PARTICIPATE IN THE DISCUSSION REGARDING CLOSED SESSION ITEM NO. 2 DUE TO A POTENTIAL CONFLICT OF INTEREST BASED ON THE PROXIMITY OF THIS PROPERTY TO PROPERTY HE OWNS.*

*MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 7:35 P.M. WITH ALL MEMBERS PRESENT*

**REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:**

City Attorney Ihrke reported that Councilmember Peña recused himself on Closed Session Item No. 2 due to a potential conflict as noted above. No actions were taken in Closed Session that requires reporting pursuant to Government Code section 54957.1 (Brown Act).

**ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Fitzpatrick/Radi to adjourn at 7:36 p.m. Motion passed unanimously.

Respectfully submitted,

SUSAN MAYSELS, City Clerk  
City of La Quinta, California

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**CITY COUNCIL  
MINUTES  
SPECIAL MEETING – COMMUNITY WORKSHOP  
TUESDAY, JANUARY 25, 2017**

A special meeting of the La Quinta City Council was called to order at 5:15 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, Peña, Radi, Sanchez, Mayor Evans

ABSENT: None

There were a total of 46 attendees – 22 residents, 1 reporter (The Desert Sun), 5 Councilmembers, and 18 City employees.

**PLEDGE OF ALLEGIANCE**

Mayor Evans led the audience in the pledge of allegiance.

**PUBLIC COMMENT ON MATTERS NOT ON AGENDA** – None

**CONFIRMATION OF AGENDA** – Confirmed

**CLOSED SESSION** – None

**ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS** – None

**CONSENT CALENDAR** – None

**BUSINESS SESSION** – None

**STUDY SESSION**

**1. MEASURE G INVESTMENT OPTIONS**

Mayor Evans explained the purpose of the workshop and introduced the facilitator, Ms. Cynthia Henson.

Ms. Henson requested attendees to line up according to years lived in La Quinta, state their name, the number of years they have lived in the City, and one word describing their feeling about La Quinta. The total cumulative years lived in La Quinta of all attendees was 423 years; the shortest span was 2 years and the longest 42 years. The words used to describe why they live in the City were: fun, vistas, progressive,

opportunity, paradise, spiritual, recreation, welcoming, community, family, motivating, growth, and relationships.

Participants were distributed “Measure G Investment Priorities Workshop” questioner and asked to complete it.

City Manager Spevacek provided a comprehensive background on the City’s finances using the provided 10-year revenue projection chart.

Finance Director Campos provided details on future revenues and expenditures, and the variable factors that impact them.

City Manager Spevacek explained the Executive Team’s ideas on the identified “Big Rock” project topics:

- Police and Fire Services Increase Fund
- Expand Code Compliance and Enforcement
- X-Park – La Quinta Skate Park (*operations*)
- Fritz Burns Pool Refurbishment
- North La Quinta Parkways (*accelerated conversion*)
- Replace City Entry Monuments
- Highway 111 Corridor Median Refurbishment
- La Quinta Auto Center Parkway Refurbishment
- Eisenhower Drive Drainage Improvements
- Washington Street and Lake La Quinta Drive Drainage Improvements
- Village Drainage Improvements
- Washington Street and Avenue 50 Drainage Improvements
- New Corporate Facility Yard
- Economic Development Investments Village / Highway 111
- Expanded Community Marketing Activities

*COUNCILMEMBER PEÑA LEFT THE COMMUNITY WORKSHOP AT 6:00 P.M.*

Ms. Henson instructed the attendees to discuss and come up with any additional “Big Rock” projects that could be funded with Measure G revenues.

Design and Development Director Jonasson explained the grant funds awarded to the City for village-area projects.

Attendees identified the following additional “Big Rock” projects:

- Amphitheatre (*civic center or village area*)
- Theatre
- Pool Complex (*North La Quinta*)

- Indoor Sports Complex
- Community Center in North La Quinta
- Pickle Ball Courts
- Neutral Convention “Center” (*multi-use facility*)
- Park Improvement Program
- Bike and Pedestrian Connection to CV Link
- In-house Marketing Agency
- Electronic Version of the GEM
- Off-street Parking at the top of the La Quinta Cove (*Calle Tecate*)

Ms. Henson directed the attendees to rank the top three projects that are most important to them.

The following projects were ranked as the top five most important:

- Police and Fire Services Increase Fund (*19 points*)
- Washington Street and Lake La Quinta Drive Drainage Improvements (*15 points*)
- North La Quinta Parkways (*accelerated conversion*) (*11 points*)
- Washington Street and Avenue 50 Drainage Improvements (*9 points*)
- Eisenhower Drive Drainage Improvements (*8 points*)

Marketing and Events Supervisor Marcie Graham presented an overview of the City’s advertising strategies and different venues residents can use to communicate with the City and obtain information about the City via the web, social media, Go Request, magazines, newspaper, television, street signs, etc.

Community Resources Director Chris Escobedo and Financial Services Analyst Rosemary Hallick introduced “The PACE Palette,” a motivational exercise and an excellent tool to assist individuals in small and large groups to understand the value of having different temperaments working together. This tool helps individuals look at their own strengths, while understanding the importance of different approaches to problem solving, organizing work, risk taking and interacting with people. The City utilizes The PACE Palette to better understand staff’s strengths, retain qualified employees, accomplish productivity, and encourage and reward activities that promote the City’s vision, mission, and values as a highly performing organization.

Ms. Henson handed out The PACE Palette to all attendees and asked them to complete the exercise. She reviewed the results with the group and briefly discussed the strengths and challenges of each of the four personality color types: red – adventure, yellow – responsibility, blue – harmony, and green – curiosity.

Residents thanked Mayor Evans, Councilmembers, City Manager, and City staff for creating opportunities for effective community involvement.

Mayor Evans and Councilmembers expressed their gratitude to all participants for giving their time, and encouraged residents to stay involved and to continue to provide input to Councilmembers and staff, and to attend future workshops.

Ms. Henson requested attendees to line up in a circle and each use one word to describe their feeling about tonight's workshop.

**PUBLIC HEARINGS** – None

**ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Fitzpatrick/Radi to adjourn at 7:58 p.m. Motion passed: ayes 4, noes 0, absent 1 (Peña)

Respectfully submitted,

MONIKA RADEVA, Deputy City Clerk  
City of La Quinta, California



# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

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**AGENDA TITLE:** ADOPT RESOLUTION TO AMEND PRINCIPAL PLANNER CLASSIFICATION  
WORKING TITLE TO SENIOR PLANNER

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### RECOMMENDATION

Adopt a Resolution to amend the Principal Planner Classification Plan working title to Senior Planner.

### EXECUTIVE SUMMARY

- The Principal Planner in the Design and Development Department (Department) has left for a position with an Orange County city and the City will be recruiting to fill this position.
- This action only changes the working title of the position and does not affect the pay-rate or job requirements. This amendment will allow the City to competitively recruit.

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

The City's Classification and Salary Plan (Plan) establishes job classifications and salary schedules. The Plan is adopted via resolution and the City's personnel policy requires that amendments be adopted by Council resolution.

The Planning Division requested an assessment of the planning classifications. Human Resources reviewed present and future needs in accordance with the American Planning Association's (APA) recommended guidelines on job titles and duties. The review determined that reclassifying the current Principal Planner position to Senior Planner would broaden the recruitment pool, as the Senior Planner title is more common in the industry. In the past, the City has not had a Senior Planner position.

### ALTERNATIVES

Staff does not recommend an alternative since this action would align the City's planning positions with current industry practice and improve recruiting outcomes.

Prepared by: Angela Scott, Human Resources Analyst

Approved by: Chris Escobedo, Community Services Director

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**RESOLUTION NO. 2017 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING CLASSIFICATION PLAN WORKING TITLE PRINCIPAL PLANNER TO SENIOR PLANNER**

**WHEREAS**, the City Council previously approved and adopted the 2016/17 Classification Plan; and

**WHEREAS**, the City's Personnel Policy Section 2.05, Preparation and Amendment of Classification Plan, requires amendments to the Classification Plan be adopted by a Resolution of the City Council; and

**WHEREAS**, amendment of the current working title of Principal Planner to Senior Planner will allow the City to offer a competitive salary, improve the ability to recruit a talented pool of applicants, and accomplish the same functions associated with a Principal Planner.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of La Quinta, California, as follows:

SECTION 1. The City does hereby approve and adopt the revisions to the Classification Plan for Fiscal Year 2016/17, attached hereto as Exhibit A and incorporated herein by reference.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the La Quinta City Council held on this 7<sup>th</sup> day of February, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

LINDA EVANS, Mayor  
City of La Quinta, California

Resolution No. 2017-  
Classification Plan  
Adopted: February 7, 2017  
Page 2 of 2

**ATTEST:**

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SUSAN MAYSELS, City Clerk  
City of La Quinta, California

(CITY SEAL)

**APPROVED AS TO FORM:**

---

WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

**CITY OF LA QUINTA**  
**AUTHORIZED POSITIONS - SALARY RATINGS**  
**EFFECTIVE ~~JUNE 27, 2016~~ FEBRUARY 7, 2017**

**EXHIBIT A**

<u>CLASSIFICATION SPECIFICATION</u>	<u>AUTHORIZED WORKING TITLE</u>	<u>RATING</u>
<b><u>Administrative</u></b>		
<i>Administrative Assistant</i>	Office Assistant	A11
<i>Administrative Technician</i>	Administrative Technician	B21
	Executive Assistant	B22
<b><u>Code Administration</u></b>		
<i>Code Administration Technician</i>	Permit Technician	B22
<i>Code Administration Specialist</i>	Animal Control/Code Compliance Officer	B23
	Building Inspector	B23
	Public Works Inspector	B23
<i>Code Administration Supervisor</i>	Animal Control/Code Compliance Supervisor	B32
	Permit Operations Supervisor	B32
	Plans Examiner/Inspection Supervisor	B32
<i>Code Administration Coordinator</i>	Construction Manager/Inspection Supervisor	C43
<b><u>Maintenance &amp; Operations</u></b>		
<i>Maintenance &amp; Operations Worker</i>	Buildings Worker	A11
	Parks Worker	A11
	Maintenance Worker I	A11
	Maintenance Worker II	A12
<i>Maintenance &amp; Operations Technician</i>	Traffic Signal Technician	B21
	Buildings Coordinator	B23
<i>Maintenance &amp; Operations Coordinator</i>	Maintenance Foreman	B24
	Parks Foreman	B24
	Traffic Signal Maintenance Supervisor	B24
<i>Maintenance &amp; Operations Superintendent</i>	Buildings Superintendent	B32
	Parks Superintendent	B32
<b><u>Management Administration</u></b>		
<i>Management Assistant</i>	Community Resources Coordinator	B21
	Management Assistant	B21
	Vacation Rental/License Assistant	B22
	Account Technician	B22
	Finance Assistant	B22
<i>Management Specialist</i>	Marketing & Events Supervisor	B24
	Management Specialist	B24
	Deputy City Clerk	B24
	Accountant	B32

EXHIBIT A

**CITY OF LA QUINTA  
 AUTHORIZED POSITIONS - SALARY RATINGS  
 EFFECTIVE FEBRUARY 7, 2017**

<u>CLASSIFICATION SPECIFICATION</u>	<u>AUTHORIZED WORKING TITLE</u>	<u>RATING</u>
<i>Management Coordinator</i>	Financial Services Analyst	C41
	Human Resources Coordinator	C41
<i>Management Analyst</i>	Associate Planner	C42
	Business Analyst	C42
	Community Programs/Wellness Supervisor	C42
	Human Resources Analyst	C42
	Management Analyst	C42
	Associate Engineer	C43
	<del>Principal Planner</del> <b>Senior Planner</b>	C44
<b><u>Management</u></b> <i>Manager</i>	Accounting Manager	D61
	Community Resources Manager	D61
	Customer Service Center Manager	D61
	Maintenance Manager	D61
	Planning Manager	D61
	Public Safety Manager	D61
	Building Official	D61
	City Clerk	D62
	Principal Engineer	D62
	<i>Director</i>	Community Resources Director
Facilities Director		E82
Design & Development Director/City Engineer		E82
Finance Director/Treasurer		E82
<i>City Manager</i>	City Manager	F101*

\* City Manager salary is determined by City Council contract

# City of La Quinta

CITY COUNCIL MEETING: February 07, 2017

## STAFF REPORT

**AGENDA TITLE:** APPROVE DEMAND REGISTERS DATED JANUARY 10, 13, 20, AND 27, 2017

### RECOMMENDATION

Approve demand registers dated January 10, 13, 20, and 27, 2017.

**EXECUTIVE SUMMARY** – None

### FISCAL IMPACT

Demand of Cash:

City	\$	4,176,694.05
Successor Agency of RDA	\$	4,912.50
Housing Authority	\$	5,625.00
Housing Authority Commission	\$	-
	\$	<u>4,187,231.55</u>

### BACKGROUND/ANALYSIS

Between Council meetings, routine bills and payroll must be paid. Attachment 1 details the weekly demand registers for January 10, January 13, January 20 and January 27, 2017.

Warrants Issued:

113598-113598	\$	34,910.00
113599-113692	\$	1,379,417.10
113693-113760	\$	142,516.16
113761-113829	\$	1,798,379.74
Voids	\$	535.16
Wire Transfers	\$	447,312.24
P/R Ck 37178-37179 & Direct Dep.	\$	345,561.95
Payroll Tax Transfers	\$	38,599.20
	\$	<u>4,187,231.55</u>

In the amounts listed above, four checks were voided. Check Nos.113206, 112773, 112856 were voided and re-issued because the checks were misplaced. Check No.113433 was voided because it was previously paid.

The most significant expenditures on the demand register listed above are as follows:

<b>Vendor</b>	<b>Account Name</b>	<b>Amount</b>	<b>Purpose</b>
Coachella Valley Art Scene	Contingency - Art	\$ 34,910.00	19TH Hole Block Party
Greater Palm Springs CVB	PSDRCVB	\$ 47,750.00	Quarterly Advertising Service
Conserve Landcare	Various	\$ 74,606.48	Landscape Services
Riverside County Sheriff	Various	\$ 1,027,357.90	OCT - Police Services
Burrtec Waste & Recycling Inc.	Due To Waste Management	\$ 1,584,648.93	FY 16/17 Property Tax Payment

**Wire Transfers:** Seven wire transfers totaled \$447,312.24. Of this amount, \$406,926.39 was to Landmark Golf, and \$35,150.57 was for CalPERS. (See Attachment 2 for a full listing).

### ALTERNATIVES

Council may approve, partially approve, or reject the demand registers.

Prepared by: Derrick Armendariz, Account Technician

Approved by: Karla Campos, Finance Director

Attachment: 1. Demand Registers  
2. Wire Transfers



# ATTACHMENT 1 Demand Register

Packet: APPKT00960 - DA 1/10/16



City of La Quinta, CA

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND COACHELLA VALLEY ART SCE	113598	Production Services for the 19th Hole Bl	Contingency - Art Event	101-3001-60512	34,910.00
				<b>Fund 101 - GENERAL FUND Total:</b>	<b>34,910.00</b>
				<b>Grand Total:</b>	<b>34,910.00</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
101 - GENERAL FUND	34,910.00
<b>Grand Total:</b>	<b>34,910.00</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
101-3001-60512	Contingency - Art Event	34,910.00
<b>Grand Total:</b>		<b>34,910.00</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	34,910.00
<b>Grand Total:</b>	<b>34,910.00</b>



City of La Quinta, CA

# Demand Register

Packet: APPKT00965 - DA 01/13/17

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
ACCOUNTTEMPS	113599	12/16/16- TEMP SIGNAL TECH	Temporary Agency Services	101-6001-60125	204.80
ACCOUNTTEMPS	113599	12/23/16- TEMP SIGNAL TECH	Temporary Agency Services	101-6001-60125	307.20
ACCOUNTTEMPS	113599	12/23/16- TEMP ACCOUNTANT	Temporary Agency Services	101-1006-60125	1,161.34
ALLIANT INSURANCE SERVIC	113600	10/16-12/16- SPECIAL EVENT INSURAN	Rental Expense	101-3003-60157	423.00
ALPHA CARD	113601	01/06/17- WC FIT CARDS	Operating Supplies	101-3002-60420	212.74
AMERICAN FORENSIC NURSE	113603	11/30/16- BLOOD DRAW	Blood/Alcohol Testing	101-2001-60174	195.00
AMSPROTECTME.COM	113604	01/01-03/31/17- ALARM MONITORING	Security & Alarm	101-3008-60123	330.00
AMSPROTECTME.COM	113604	01/01-03/31/17- ALARM MONITORING	Security & Alarm	101-3008-60123	165.00
AMSPROTECTME.COM	113604	01/01-03/31/17- ALARM MONITORING	Security & Alarm	101-3008-60123	165.00
AMSPROTECTME.COM	113604	01/01-03/31/17- ALARM MONITORING	Security & Alarm	101-3008-60123	165.00
AMSPROTECTME.COM	113604	01/01-03/31/17- FIRE ALARM MONITO	Fire Station	101-2002-60670	510.00
AMSPROTECTME.COM	113604	01/01-03/31/17- FIRE ALARM MONITO	Security & Alarm	101-3008-60123	255.00
AMSPROTECTME.COM	113604	01/01-03/31/17- FIRE ALARM MONITO	Security & Alarm	101-3008-60123	255.00
ANSAFONE CONTACT CENTE	113605	12/26/16- PM10 ANSWERING SERVICE	PM 10 - Dust Control	101-7006-60146	124.53
AVALARA, INC	113608	12/23/16- REFUND OVERPAYMENT	Cash Over/Short	101-0000-42300	24.00
BANK OF NEW YORK MELLO	113610	10/01-12/31/16- ADMIN FEE QE 12/30/	Administration	101-1006-60102	1,500.00
BIO-TOX LABORATORIES	113611	12/13/16- BLOOD ANALYSIS	Blood/Alcohol Testing	101-2001-60174	358.80
BIO-TOX LABORATORIES	113611	12/13/16- BLOOD ANALYSIS	Blood/Alcohol Testing	101-2001-60174	1,377.00
CALPERS LONG-TERM CARE	113613	LONG TERM CARE	LT Care Insurance Pay	101-0000-20949	196.05
CAPITAL ONE COMMERCIAL	113615	12/29/16- ICS-300 SUPPLIES	Disaster Prep Supplies	101-2002-60406	202.04
CARTER, ANDREA & ASSOCIA	113616	01/2017- JAN GEM & PRESS RELEASE	Marketing & Tourism Promo	101-3007-60461	450.00
CHAMBER, THE	113617	MONTHLY GEM NEWSLETTER	Professional Services	101-1002-60103	10,000.00
CHAMBER, THE	113617	MONTHLY GEM NEWSLETTER	Professional Services	101-1002-60103	8,000.00
CHAMBER, THE	113617	02/2017- GEM ADVERTISING	Marketing & Tourism Promo	101-3007-60461	2,916.66
COACHELLA VALLEY CONSER	113619	12/2016- MITIGATION FEE	MSHCP Mitigation Fee	101-0000-20310	12,005.00
COACHELLA VALLEY CONSER	113619	12/2016- MITIGATION FEE	CVMSHCP Admin Fee	101-0000-43631	-120.05
CPRS ADMINISTRATORS SECT	113622	01/25/17- CPRS MEMBERSHIPS	Membership Dues	101-3005-60351	455.00
DESERT SANDS UNIFIED SCH	113625	09/15-10/12/16- SCHOOL OFFICER BP#	School Officer	101-2001-60168	18,582.49
EISENHOWER MEDICAL CEN	113626	11/22/16- SEXUAL ASSAULT EXAM	Sexual Assault Exam Fees	101-2001-60193	900.00
EMPLOYMENT DEVELOPMEN	113627	09/2016- SUI QTR 3	State Unemployment Insura	101-1004-50244	2,711.17
FRANCHISE TAX BOARD	113628	GARNISHMENT	Garnishments Payable	101-0000-20985	125.00
FRONTIER COMMUNICATION	113629	12/28/16-1/27/17- SPORTS COMPLEX P	Phone - Sports Complex	101-3005-61303	34.19
FUSON, JACOB	113632	09/17/16- CERT EXAMINATION REIMB	Travel & Training	101-6003-60320	195.00
GARDAWORLD	113633	01/01/17- ARMORED TRANSPORTATIO	Professional Services	101-1006-60103	101.03
GAS COMPANY, THE	113634	10/19-11/18/16- WC GAS	Utilities - Gas	101-3008-61100	30.08
GONSALVES, JOE A & SON	113635	01/2017- LEGISLATIVE SERVICE	Contract Services - Administr	101-1002-60101	3,500.00
GRAPHTEK INTERACTIVE	113636	DIGITAL MARKETING SERVICES	Marketing & Tourism Promo	101-3007-60461	10,833.00
GREATER PALM SPRINGS CVB	113637	01/03/17- CVB FUNDING QTR 3	PSDRCVB	101-3007-60151	47,750.00
HENSON CONSULTING GROU	113639	12/2016- CONSULTING SERVICE	Professional Services	101-1004-60103	4,287.50
HOME DEPOT CREDIT SERVIC	113640	12/06/16- BUCKETS	Volunteers - Fire	101-2002-60110	39.60
HOME DEPOT CREDIT SERVIC	113640	12/06/16- FS LIGHTS	Fire Station	101-2002-60670	58.16
HOME DEPOT CREDIT SERVIC	113640	12/06/16- PAINT & MATERIALS	Fire Station	101-2002-60670	187.84
HOME DEPOT CREDIT SERVIC	113640	12/19/16- FS 93 PAINT SUPPLIES	Fire Station	101-2002-60670	128.10
HOME DEPOT CREDIT SERVIC	113640	12/06/16- CHESS GAME MATERIALS	Special Events	101-3003-60149	49.77
HOME DEPOT CREDIT SERVIC	113640	12/27/16- TRAIL MAINLINE REPAIR	Materials - Irrigation & Light	101-3005-60424	13.80
HOME DEPOT CREDIT SERVIC	113640	11/28/16- ADAMS PARK COURT REPAIR	Materials - Irrigation & Light	101-3005-60424	19.48
HOME DEPOT CREDIT SERVIC	113640	12/02/16- CC CAMPUS MATERIALS	Materials - Irrigation & Light	101-3005-60424	21.89
HOME DEPOT CREDIT SERVIC	113640	12/22/16- RAINSUIT	Small Tools/Equipment	101-3005-60432	28.05
HOME DEPOT CREDIT SERVIC	113640	12/06/16- SHOP DOLLYS	Small Tools/Equipment	101-3008-60432	55.49
HOME DEPOT CREDIT SERVIC	113640	12/16/16- DRYWALL	Maint.-Other Equipment	101-3008-60665	39.77
HOME DEPOT CREDIT SERVIC	113640	12/21/16- WC WATER FILTER	Maint.-Other Equipment	101-3008-60665	196.04
HOME DEPOT CREDIT SERVIC	113640	12/12/16- WORK LIGHT	Maint.-Other Equipment	101-3008-60665	74.52
HOME DEPOT CREDIT SERVIC	113640	11/30/16- SAW & TOOLS	Maint.-Other Equipment	101-3008-60665	807.84

Demand Register

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
HOME DEPOT CREDIT SERVIC	113640	12/22/16- VACUMM REPLACEMENT	Maint.-Other Equipment	101-3008-60665	217.90
HOME DEPOT CREDIT SERVIC	113640	12/06/16- PADLOCK	Repair & Maintenance	101-3008-60691	5.93
HOME DEPOT CREDIT SERVIC	113640	12/16/16- CAUCUS DOOR REPAIR	Repair & Maintenance	101-3008-60691	213.66
HOME DEPOT CREDIT SERVIC	113640	12/12/16- CVRB PAINT SUPPLIES	Repair & Maintenance	101-3008-60691	83.66
HOME DEPOT CREDIT SERVIC	113640	12/06/16- MATERIALS	Repair & Maintenance	101-3008-60691	39.70
HOME DEPOT CREDIT SERVIC	113640	12/19/16- REPAIR PARTS	Repair & Maintenance	101-3008-60691	222.99
HOME DEPOT CREDIT SERVIC	113640	12/21/16- BINS	Repair & Maintenance	101-3008-60691	86.23
HOME DEPOT CREDIT SERVIC	113640	12/20/16- SHOP SUPPLIES	Repair & Maintenance	101-3008-60691	112.09
HOME DEPOT CREDIT SERVIC	113640	11/30/16- FAUCET/SUPPLIES FOR CITY	Repair & Maintenance	101-3008-60691	129.99
HOME DEPOT CREDIT SERVIC	113640	12/06/16- CLEANING SUPPLIES	Repair & Maintenance	101-3008-60691	199.10
HOME DEPOT CREDIT SERVIC	113640	11/30/16- REPAIR MATERIALS	Repair & Maintenance	101-3008-60691	43.11
HOME DEPOT CREDIT SERVIC	113640	12/02/16- REFUND	Repair & Maintenance	101-3008-60691	-70.92
INTERNATIONAL CODE COU	113643	12/22/16- PUBLICATION	Subscriptions & Publications	101-6003-60352	27.54
IRC INC	113644	12/01/16-01/01/17- PRE EMPLOYMENT	Consultants	101-1004-60104	54.50
JOHNSON MACHINERY CO.	113646	12/13/16- PARK WOOD CHIP DELIVERIE	Consultants	101-3005-60104	959.90
LA QUINTA FARMS LLC	113648	VACANT LAND DUST CONTROL	PM 10 - Dust Control	101-7006-60146	23,628.27
LA QUINTA RESORT & CLUB	113649	01/11/17- TOURISM MARKETING	Marketing & Tourism Promo	101-3007-60461	15,000.00
LANCE, SOLL, & LUNGHARD L	113650	12/31/16- STATE CONTROLLER REPORT	Auditors	101-1006-60106	3,905.00
LAW, JULIE HOANG SILLDORF	113652	01/07/17- RENTAL DEPOSIT REFUND	Miscellaneous Deposits	101-0000-22830	100.00
MIRACLE-EAR	113654	10/31/16- REFUND OVERPAYMENT	Cash Over/Short	101-0000-42300	250.00
NAI CONSULTING INC	113656	PROF SVC	Consultants	101-7006-60104	580.00
OFFICE DEPOT	113657	12/19/16- BUSINESS CARDS COUNCIL	Printing	101-1001-60410	239.76
OFFICE DEPOT	113657	12/19/16- BUSINESS CARDS CLAYTON	Printing	101-6001-60410	79.92
OFFICE DEPOT	113657	12/19/16- BUSINESS CARDS PENA	Printing	101-1001-60410	79.92
OFFICE DEPOT	113657	12/13/16- OPERATING SUPPLIES	Operating Supplies	101-1005-60420	259.19
OFFICE DEPOT	113657	12/15/16- WC COPY PAPER	Forms	101-1007-60402	180.40
OFFICE DEPOT	113657	12/16/16- CITY WIDE PAPER	Forms	101-1007-60402	381.70
OFFICE DEPOT	113657	12/22/16- OFFICE SUPPLIES	Office Supplies	101-1005-60400	158.08
OFFICE DEPOT	113657	12/23/16- COUNCIL MTG SUPPLIES	Office Supplies	101-1001-60400	22.99
OFFICE DEPOT	113657	12/22/16- COUNCIL MTG SUPPLIES	Office Supplies	101-1001-60400	102.58
OFFICE TEAM	113658	12/16/16- TEMP PERMIT TECH	Temporary Agency Staff	101-6006-60125	504.00
OFFICE TEAM	113658	12/30/17- TEMP OFFICE ASSISTANT	Temporary Agency Services	101-6004-60125	672.00
PATTON DOOR & GATE	113659	12/19/16- FS#93 DOOR REPAIR	Fire Station	101-2002-60670	125.00
PENA, JOHN	113660	10/05-10/07/16- TRAVEL REIMB	Travel & Training	101-1001-60320	190.90
PLUG & PAY TECHNOLOGIES I	113661	12/2016- WC CREDIT CARD FEES	Credit Card Fees	101-3003-60122	20.85
PRINTING PLACE, THE	113662	12/30/16- SURPLUS INVENTORY STICKE	Operating Supplies	101-1007-60401	615.60
PROPER SOLUTIONS INC	113663	12/30/16- TEMP OFFICE ASSISTANT	Temporary Agency Services	101-6001-60125	426.24
PROPER SOLUTIONS INC	113663	12/30/16- TEMP ADMIN ASSISTANT	Temporary Agency Services	101-1005-60125	512.82
RASA/ERIC NELSON	113664	12/28/16- PLAN CHECK 2016-0001 SVC	Map/Plan Checking	101-7002-60183	190.00
RASA/ERIC NELSON	113664	12/28/16- PLAN CHECK 2016-004 SVC	Map/Plan Checking	101-7002-60183	400.00
RIVERSIDE COUNTY INFORM	113665	11/2016- MOTORCYCLE RADIOS	Sheriff - Other	101-2001-60176	616.44
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16- SHERIFF PATROL	Sheriff - Patrol	101-2001-60161	594,445.04
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16- PATROL DEPUTY OT	Patrol Deputy Overtime	101-2001-60162	10,313.39
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16- TARGET TEAM	Target Team	101-2001-60163	178,404.97
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16- COMMUNITY SERVICE	Community Services Officer	101-2001-60164	41,125.83
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16-GANG TASK FORCE	Gang Task Force	101-2001-60166	11,675.20
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16-NARCOTICS TASK FORC	Narcotics Task Force	101-2001-60167	11,675.20
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16- MOTOR OFFICER	Motor Officer	101-2001-60169	86,123.92
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16- DEDICATED SARGEAN	Dedicated Sergeant	101-2001-60170	32,048.00
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16- DEDICATED LIEUTENA	Dedicated Lieutenant	101-2001-60171	18,120.00
RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16- SHERIFF-MILEAGE	Sheriff - Mileage	101-2001-60172	35,884.16
RIVERSIDE DEPARTMENT OF	113667	GARNISHMENT	Garnishments Payable	101-0000-20985	200.00
ROOSTERS FRIED CHICKEN	113668	01/12/17- WC SENIOR LUNCHEON	Operating Supplies	101-3002-60420	534.60
ROYAL GYM SERVICES	113669	01/03/17- WC GYM PREV MAINT	Operating Supplies	101-3002-60420	315.00
SESAC	113670	01/01-12/31/17- MUSIC LICENSE	Marketing & Tourism Promo	101-3007-60461	793.00
SHRED-IT USA - SAN BERNAD	113671	12/2016- LQPD SHREDDING	LQ Police Volunteers	101-2001-60109	18.36
SMITH PIPE & SUPPLY CO	113672	12/21/16- VALVE BOX COVERS	Materials - Irrigation & Light	101-3005-60424	40.82
STAPLES ADVANTAGE	113674	12/07/16- OFFICE SUPPLIES	Office Supplies	101-1004-60400	9.17
STAPLES ADVANTAGE	113674	12/07/16- OFFICE SUPPLIES	Fire Station	101-2002-60670	6.15
STAPLES ADVANTAGE	113674	12/07/16- OFFICE SUPPLIES	Office Supplies	101-3001-60400	26.80

Demand Register

Packet: APPKT00965 - DA 01/13/17

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
STAPLES ADVANTAGE	113674	12/29/16- OFFICE SUPPLIES	Office Supplies	101-3001-60400	30.01
STEWART, PATRICIA	113675	01/03/17- BRIDGE REFUND	Wellness Center Leisure Enri	101-0000-42214	80.00
SUNLINE TRANSIT AGENCY	113676	INV00644- OCT COMMISSION	Due to SunLine	101-0000-20305	182.00
SUNLINE TRANSIT AGENCY	113676	12/20/16- SUN BUS PASSES	Due to SunLine	101-0000-20305	1,393.00
SUNLINE TRANSIT AGENCY	113676	INV00713- NOV COMMISSION	Due to SunLine	101-0000-20305	161.00
TIME WARNER CABLE	113679	12/16-01/15/17- FS#70 CABLE	Utilities - Cable	101-2002-61400	45.70
TRAFFEX ENGINEERS INC	113682	TRAFFIC ENGINEERING SERVICES FY16/	Contract Traffic Engineer	101-7006-60144	19,488.75
TYCO INTEGRATED SECURITY	113683	01/05/17- REFUND OVERPAYMENT	Cash Over/Short	101-0000-42300	50.00
UNITED WAY OF THE DESERT	113684	CONTRIBUTION	United Way Deducutions	101-0000-20981	30.00
US DEPARTMENT OF EDUCAT	113686	GARNISHMENT	Garnishments Payable	101-0000-20985	232.06
VACATION RENTAL COMPLIA	113687	SHORT TERM VACATION RENTAL PRGM	Professional Services	101-6001-60103	3,600.00
WALLACE & ASSOCIATES CO	113688	WALLACE & ASSOCIATES	Consultants	101-7006-60104	5,330.00
WELLNESS WORKS	113690	11/28/16- EAP NOV. 2016	Consultants	101-1004-60104	262.50
WELLNESS WORKS	113690	12/28/16- EAP DEC 2016	Consultants	101-1004-60104	259.00
ZASUETA CONTRACTING INC	113692	12/29/16- LQ PARK SLIDE REPLACEMEN	Consultants	101-3005-60104	4,551.00
<b>Fund 101 - GENERAL FUND Total:</b>					<b>1,241,629.59</b>

Fund: 201 - GAS TAX FUND

HD SUPPLY CONSTRUCTION	113638	12/13/16- MATERIALS	Materials	201-7003-60431	363.71
HOME DEPOT CREDIT SERVIC	113640	12/14/16- MAINT YARD PROPANE	Operating Supplies	201-7003-60420	43.14
HOME DEPOT CREDIT SERVIC	113640	12/05/16- MATERIALS CREDIT	Materials	201-7003-60431	-300.13
HOME DEPOT CREDIT SERVIC	113640	12/05/16- MATERIALS	Materials	201-7003-60431	300.13
HOME DEPOT CREDIT SERVIC	113640	11/28/16- TOOLS	Small Tools/Equipment	201-7003-60432	60.38
SPARKLETTES	113673	12/30/16- DRINKING WATER	Office Supplies	201-7003-60400	196.42
STAPLES ADVANTAGE	113674	12/23/16- CHAFING FUEL	Office Supplies	201-7003-60400	48.16
STAPLES ADVANTAGE	113674	12/24/16- CREDIT	Office Supplies	201-7003-60400	-48.16
TOPS'N BARRICADES INC	113680	12/15/16- STOP SIGN	Traffic Signs	201-7003-60429	14.04
TOPS'N BARRICADES INC	113680	12/20/16- SIGNAL AHEAD SIGN	Traffic Signs	201-7003-60429	304.99
TOPS'N BARRICADES INC	113680	12/21/16- SIGN POST	Traffic Signs	201-7003-60429	34.51
TOPS'N BARRICADES INC	113680	12/22/16- SIGN POSTS	Traffic Signs	201-7003-60429	202.61
TOPS'N BARRICADES INC	113680	12/27/16- SIGNS	Traffic Signs	201-7003-60429	451.98
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>1,671.78</b>

Fund: 202 - LIBRARY FUND

AMSPROTECTME.COM	113604	01/01-03/31/17- ALARM MONITORING	Security & Alarm	202-3004-60123	165.00
AMSPROTECTME.COM	113604	01/01-03/31/17- ALARM MONITORING	Security & Alarm	202-3006-60123	165.00
AMSPROTECTME.COM	113604	01/01-03/31/17- FIRE ALARM MONITO	Security & Alarm	202-3004-60123	255.00
AMSPROTECTME.COM	113604	01/01-03/31/17- FIRE ALARM MONITO	Security & Alarm	202-3006-60123	255.00
HOME DEPOT CREDIT SERVIC	113640	12/22/16- RENTAL DEPOSIT RETURN	Repair & Maintenance	202-3004-60691	-18.68
HOME DEPOT CREDIT SERVIC	113640	12/22/16- CARPET CLEANER RENTAL	Repair & Maintenance	202-3004-60691	50.00
HOME DEPOT CREDIT SERVIC	113640	12/20/16- EXTERIOR LED BULBS	Repair & Maintenance	202-3004-60691	173.07
HOME DEPOT CREDIT SERVIC	113640	12/22/16- REPAIR MATERIALS	Repair & Maintenance	202-3004-60691	24.24
LOCK SHOP INC, THE	113653	12/29/16- LIBRARY SERVICE CALL	Repair & Maintenance	202-3004-60691	129.96
STAPLES ADVANTAGE	113674	12/25/16- LAPTOP FOR LQ MUSEUM	Machinery & Equipment	202-3006-80100	356.39
<b>Fund 202 - LIBRARY FUND Total:</b>					<b>1,554.98</b>

Fund: 212 - SLESF (COPS) FUND

RIVERSIDE COUNTY SHERIFF	113666	10/13-11/09/16- COPS BURGLARY/THE	COPS Burglary/Theft Preven	212-0000-60179	7,542.19
<b>Fund 212 - SLESF (COPS) FUND Total:</b>					<b>7,542.19</b>

Fund: 215 - LIGHTING & LANDSCAPING FUND

ATCO MANUFACTURING CO	113606	12/20/16- L & S MATERIAL	Materials	215-7004-60431	235.80
CONSERVE LANDCARE	113620	12/12/2016- TREE REMOVAL	Technical	215-7004-60189	485.00
CONSERVE LANDCARE	113620	12/20/16- TREE REMOVAL	Technical	215-7004-60189	1,685.00
HOME DEPOT CREDIT SERVIC	113640	12/12/16- GRAFFITI PAINT SUPPLIES	Supplies-Graffiti	215-7004-60423	22.58
HOME DEPOT CREDIT SERVIC	113640	12/15/16- GRAFFITI PAINT	Supplies-Graffiti	215-7004-60423	84.70
HOME DEPOT CREDIT SERVIC	113640	12/12/16- GRAFFITI SUPPLIES	Supplies-Graffiti	215-7004-60423	21.15
HOME DEPOT CREDIT SERVIC	113640	12/27/16- GRAFFITI PAINT	Supplies-Graffiti	215-7004-60423	26.06
HOME DEPOT CREDIT SERVIC	113640	11/30/16- GRAFFITI SUPPLIES	Supplies-Graffiti	215-7004-60423	105.94
HORIZON LIGHTING	113642	CITYWIDE LIGHTING MAINT SVC PRJ LM	Consultants	215-7004-60104	6,100.00
WILLDAN FINANCIAL SERVIC	113691	01/2017-03/2017- L & L ADMINISTRATI	Administration	215-7004-60102	3,855.37
<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>					<b>12,621.60</b>

**Demand Register**

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 224 - TUMF</b>					
COACHELLA VALLEY ASSOC O	113618	12/2016- TUMF FEE	TUMF Payable to CVAG	224-0000-20320	23,886.72
<b>Fund 224 - TUMF Total:</b>					<b>23,886.72</b>
<b>Fund: 237 - SUCCESSOR AGCY PA 1 ADMIN</b>					
US BANK	113685	12/23/16- 2013 BOND ANNUAL REVIE	Consultants	237-9001-60104	1,500.00
US BANK	113685	12/23/16- 2013 BOND ANN'L REVIEW	Consultants	237-9001-60104	1,500.00
<b>Fund 237 - SUCCESSOR AGCY PA 1 ADMIN Total:</b>					<b>3,000.00</b>
<b>Fund: 241 - HOUSING AUTHORITY</b>					
CAHA, BECKY	113612	12/2016- HOUSING CONSULTANTS	Professional Services	241-9101-60103	5,625.00
<b>Fund 241 - HOUSING AUTHORITY Total:</b>					<b>5,625.00</b>
<b>Fund: 248 - SA 2004 LO/MOD BOND FUND</b>					
ALTUM GROUP, THE	113602	WASHINGTON APT REHAB PRJ	Design	248-0000-60185	1,912.50
<b>Fund 248 - SA 2004 LO/MOD BOND FUND Total:</b>					<b>1,912.50</b>
<b>Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS</b>					
ATHENS TECHNICAL SPECIALI	113607	ATSI- 2600 tester calibration	Construction	401-0000-60188	678.69
BAKER, MICHAEL INTERNATI	113609	11/2016- ADAM ST INTERSECTION IMP	Design	401-0000-60185	2,000.00
BAKER, MICHAEL INTERNATI	113609	EISENHOWER DRAINAGE PRJ 2015-12B	Design	401-0000-60185	8,448.20
COUNTY OF RIVERSIDE	113621	01/11/17- EXEMPTION FEE ADA IMPRO	Design	401-0000-60185	50.00
DDL TRAFFIC INC.	113623	Replacement Batteries for BBS suplime	Construction	401-0000-60188	3,024.00
ITERIS	113645	12/22/16- VIDEO CONNECTORS	Construction	401-0000-60188	42.66
KRIBBS, BRUCE	113647	01/02/16- ADA RAMPS BERMUDAS & C	Contingency	401-0000-60510	4,900.00
LANDMARK GEO-ENGINEERS	113651	DESERT CLB ESTATES PRJ1617PMPT	Technical	401-0000-60108	2,450.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	65.00
NAI CONSULTING INC	113656	LQ VILLAGE A ROAD DIET PRJ151603P	Professional Services	401-0000-60103	1,225.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	756.22
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	65.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	745.43
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	1,422.68
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	1,550.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	562.50
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	1,477.86
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	870.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	210.00
NAI CONSULTING INC	113656	MADISON ST AVE50 - AVE52 PRJ091002	Professional Services	401-0000-60103	375.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	1,950.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	177.50
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	17,305.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	1,060.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Professional Services	401-0000-60103	532.50
NAI CONSULTING INC	113656	SRR TEMP SHEEP FENCE PRJ201607D	Design	401-0000-60185	3,770.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Design	401-0000-60185	6,330.00
NAI CONSULTING INC	113656	PROFESSIONAL SVCS AGREEMENT FY16	Design	401-0000-60185	4,350.00
WALTERS WHOLESALE ELECT	113689	01/03/17- REPLACEMENT BULBS	Construction	401-0000-60188	544.06
<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>					<b>66,937.30</b>
<b>Fund: 501 - EQUIPMENT REPLACEMENT</b>					
FUELMAN	113631	01/02/16- VEHICLE FUEL	Fuel & Oil	501-0000-60674	1,117.01
HOME DEPOT CREDIT SERVIC	113640	12/20/16- EAST CONF LIGHTS	Cvc Ctr Bldg Repl/Repair	501-0000-71103	113.00
HOME DEPOT CREDIT SERVIC	113640	12/15/16- CAUCUS DOOR REPAIR	Cvc Ctr Bldg Repl/Repair	501-0000-71103	52.77
STAPLES ADVANTAGE	113674	12/21/16- FLEET SUPPLIES	Parts & Maintenance Supplie	501-0000-60675	213.04
STAPLES ADVANTAGE	113674	12/21/16- FLEET FIRST AID KITS	Parts & Maintenance Supplie	501-0000-60675	323.78
TOPS'N BARRICADES INC	113680	12/29/16- VEHICLE LIGHT REFLECTOR	Parts & Maintenance Supplie	501-0000-60675	307.80
TOPS'N BARRICADES INC	113680	12/29/16- VEHICLE LIGHT REFLECTOR	Parts & Maintenance Supplie	501-0000-60675	307.80
TOWER ENERGY GROUP	113681	12/16/16- VEHICLE FUEL	Fuel & Oil	501-0000-60674	1,562.34
<b>Fund 501 - EQUIPMENT REPLACEMENT Total:</b>					<b>3,997.54</b>
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
CANON FINANCIAL SERVICES	113614	01/01/17- COPIERS CONTRACT CHARGE	Copiers	502-0000-60662	753.62
CANON FINANCIAL SERVICES	113614	01/01/17- COPIERS CONTRACT CHARGE	Copiers	502-0000-60662	1,572.94
DESERT C A M INC	113624	01/03/17- COUNCIL MTG VIDEO	Consultants	502-0000-60104	131.25

Demand Register

Packet: APPKT00965 - DA 01/13/17

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
FRONTIER-INTERNET	113630	12/25/16-01/24/17- INTERNET SVC	Technical	502-0000-60108	85.00
MIRACLE-EAR	113654	10/31/16- REFUND OVERPAYMENT	Technology Enhancement Su	502-0000-43611	5.00
MONOPRICE INC	113655	01/04/17- SERVER RACKS	Machinery & Equipment	502-0000-80100	1,476.43
TELEPACIFIC COMMUNICATI	113678	12/2016- PHONE LINES	Cell/Mobile Phones	502-0000-61301	3,278.56
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>7,302.80</b>
<b>Fund: 503 - PARK EQUIP &amp; FACILITY FND</b>					
HOME DEPOT CREDIT SERVIC	113640	12/21/16- SPORTS COMPLEX REPAIR	Parks	503-0000-71060	38.99
HOME DEPOT CREDIT SERVIC	113640	12/21/16- SPORTS COMPLEX LATCH	Parks	503-0000-71060	20.75
<b>Fund 503 - PARK EQUIP &amp; FACILITY FND Total:</b>					<b>59.74</b>
<b>Fund: 601 - SILVERROCK RESORT</b>					
GARDAWORLD	113633	11/30/16- SRR ARMORED TRANSPORTA	Bank Fees	601-0000-60455	3.35
HOME DEPOT CREDIT SERVIC	113640	11/30/16- SRR SUPPLIES	Repair & Maintenance	601-0000-60660	95.01
SWRCB	113677	10/01/16-09/30/17- SRR ANNUAL FEE	Tamarisk Removal Pump Rep	601-0000-60214	1,577.00
<b>Fund 601 - SILVERROCK RESORT Total:</b>					<b>1,675.36</b>
<b>Grand Total:</b>					<b>1,379,417.10</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	1,241,629.59
201 - GAS TAX FUND	1,671.78
202 - LIBRARY FUND	1,554.98
212 - SLESF (COPS) FUND	7,542.19
215 - LIGHTING & LANDSCAPING FUND	12,621.60
224 - TUMF	23,886.72
237 - SUCCESSOR AGCY PA 1 ADMIN	3,000.00
241 - HOUSING AUTHORITY	5,625.00
248 - SA 2004 LO/MOD BOND FUND	1,912.50
401 - CAPITAL IMPROVEMENT PROGRAMS	66,937.30
501 - EQUIPMENT REPLACEMENT	3,997.54
502 - INFORMATION TECHNOLOGY	7,302.80
503 - PARK EQUIP & FACILITY FND	59.74
601 - SILVERROCK RESORT	1,675.36
<b>Grand Total:</b>	<b>1,379,417.10</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-20305	Due to SunLine	1,736.00
101-0000-20310	MSHCP Mitigation Fee	12,005.00
101-0000-20949	LT Care Insurance Pay	196.05
101-0000-20981	United Way Deductions	30.00
101-0000-20985	Garnishments Payable	557.06
101-0000-22830	Miscellaneous Deposits	100.00
101-0000-42214	Wellness Center Leisure	80.00
101-0000-42300	Cash Over/Short	324.00
101-0000-43631	CVMSHCP Admin Fee	-120.05
101-1001-60320	Travel & Training	190.90
101-1001-60400	Office Supplies	125.57
101-1001-60410	Printing	319.68
101-1002-60101	Contract Services - Admi	3,500.00
101-1002-60103	Professional Services	18,000.00
101-1004-50244	State Unemployment Ins	2,711.17
101-1004-60103	Professional Services	4,287.50
101-1004-60104	Consultants	576.00
101-1004-60400	Office Supplies	9.17
101-1005-60125	Temporary Agency Servi	512.82
101-1005-60400	Office Supplies	158.08
101-1005-60420	Operating Supplies	259.19
101-1006-60102	Administration	1,500.00
101-1006-60103	Professional Services	101.03
101-1006-60106	Auditors	3,905.00
101-1006-60125	Temporary Agency Servi	1,161.34
101-1007-60401	Operating Supplies	615.60
101-1007-60402	Forms	562.10
101-2001-60109	LQ Police Volunteers	18.36
101-2001-60161	Sheriff - Patrol	594,445.04
101-2001-60162	Patrol Deputy Overtime	10,313.39
101-2001-60163	Target Team	178,404.97
101-2001-60164	Community Services Offi	41,125.83
101-2001-60166	Gang Task Force	11,675.20
101-2001-60167	Narcotics Task Force	11,675.20
101-2001-60168	School Officer	18,582.49
101-2001-60169	Motor Officer	86,123.92
101-2001-60170	Dedicated Sargeant	32,048.00
101-2001-60171	Dedicated Lieutenant	18,120.00
101-2001-60172	Sheriff - Mileage	35,884.16
101-2001-60174	Blood/Alcohol Testing	1,930.80
101-2001-60176	Sheriff - Other	616.44



**Account Summary**

Account Number	Account Name	Expense Amount
101-2001-60193	Sexual Assault Exam Fee	900.00
101-2002-60110	Volunteers - Fire	39.60
101-2002-60406	Disaster Prep Supplies	202.04
101-2002-60670	Fire Station	1,015.25
101-2002-61400	Utilities - Cable	45.70
101-3001-60400	Office Supplies	56.81
101-3002-60420	Operating Supplies	1,062.34
101-3003-60122	Credit Card Fees	20.85
101-3003-60149	Special Events	49.77
101-3003-60157	Rental Expense	423.00
101-3005-60104	Consultants	5,510.90
101-3005-60351	Membership Dues	455.00
101-3005-60424	Materials - Irrigation & L	95.99
101-3005-60432	Small Tools/Equipment	28.05
101-3005-61303	Phone - Sports Complex	34.19
101-3007-60151	PSDRCVB	47,750.00
101-3007-60461	Marketing & Tourism Pr	29,992.66
101-3008-60123	Security & Alarm	1,335.00
101-3008-60432	Small Tools/Equipment	55.49
101-3008-60665	Maint.-Other Equipment	1,336.07
101-3008-60691	Repair & Maintenance	1,065.54
101-3008-61100	Utilities - Gas	30.08
101-6001-60103	Professional Services	3,600.00
101-6001-60125	Temporary Agency Servi	938.24
101-6001-60410	Printing	79.92
101-6003-60320	Travel & Training	195.00
101-6003-60352	Subscriptions & Publicati	27.54
101-6004-60125	Temporary Agency Servi	672.00
101-6006-60125	Temporary Agency Staff	504.00
101-7002-60183	Map/Plan Checking	590.00
101-7006-60104	Consultants	5,910.00
101-7006-60144	Contract Traffic Engineer	19,488.75
101-7006-60146	PM 10 - Dust Control	23,752.80
201-7003-60400	Office Supplies	196.42
201-7003-60420	Operating Supplies	43.14
201-7003-60429	Traffic Signs	1,008.13
201-7003-60431	Materials	363.71
201-7003-60432	Small Tools/Equipment	60.38
202-3004-60123	Security & Alarm	420.00
202-3004-60691	Repair & Maintenance	358.59
202-3006-60123	Security & Alarm	420.00
202-3006-80100	Machinery & Equipment	356.39
212-0000-60179	COPS Burglary/Theft Pre	7,542.19
215-7004-60102	Administration	3,855.37
215-7004-60104	Consultants	6,100.00
215-7004-60189	Technical	2,170.00
215-7004-60423	Supplies-Graffiti	260.43
215-7004-60431	Materials	235.80
224-0000-20320	TUMF Payable to CVAG	23,886.72
237-9001-60104	Consultants	3,000.00
241-9101-60103	Professional Services	5,625.00
248-0000-60185	Design	1,912.50
401-0000-60103	Professional Services	30,349.69
401-0000-60108	Technical	2,450.00
401-0000-60185	Design	24,948.20
401-0000-60188	Construction	4,289.41
401-0000-60510	Contingency	4,900.00
501-0000-60674	Fuel & Oil	2,679.35

**Account Summary**

Account Number	Account Name	Expense Amount
501-0000-60675	Parts & Maintenance Su	1,152.42
501-0000-71103	Cvc Ctr Bldg Repl/Repair	165.77
502-0000-43611	Technology Enhanceme	5.00
502-0000-60104	Consultants	131.25
502-0000-60108	Technical	85.00
502-0000-60662	Copiers	2,326.56
502-0000-61301	Cell/Mobile Phones	3,278.56
502-0000-80100	Machinery & Equipment	1,476.43
503-0000-71060	Parks	59.74
601-0000-60214	Tamarisk Removal Pump	1,577.00
601-0000-60455	Bank Fees	3.35
601-0000-60660	Repair & Maintenance	95.01
<b>Grand Total:</b>		<b>1,379,417.10</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	1,310,567.30
091002P	375.00
091004P	745.43
111205P	1,477.86
121301D	2,000.00
141501P	65.00
141512P	177.50
151602P	562.50
151603P	1,225.00
151606P	210.00
151611P	65.00
151612D	8,448.20
151612P	1,592.50
1617ADAD	4,350.00
1617PMPCG	4,900.00
1617PMPP	17,305.00
1617PMPT	2,450.00
1617STID	6,380.00
1617TMICT	4,289.41
201601P	1,422.68
201602P	756.22
201603P	1,950.00
201604P	870.00
201606P	1,550.00
201607D	3,770.00
999901D	1,912.50
<b>Grand Total:</b>	<b>1,379,417.10</b>



City of La Quinta, CA

# Demand Register

Packet: APPKT00975 - DA 01/20/17

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
ACCOMTEMP	113693	12/30/16- TEMP ACCOUNTANT	Temporary Agency Services	101-1006-60125	929.07
ANN MARIE COHEN	113697	01/13/17- SUN STYLE TAI CHI	Instructors	101-3002-60107	163.80
AUDIO VISUAL MEETING PR	113698	01/20/17- AUDIO VISUAL 19TH HOLE BL	Contingency - Art Event	101-3001-60512	4,625.00
AYON, UBALDO	113700	01/08/17- TUITION REIMB	Training & Education/MOU	101-1004-60322	1,982.25
BERETTO, LUCILLA	113702	01/13/17- PILATES	Instructors	101-3002-60107	253.20
CASH/PETTY CASH	113705	01/19/17-ETHICS TRAINING SNACKS	Travel & Training	101-1004-60320	25.50
CASH/PETTY CASH	113705	01/19/17-TOLL FEE TRAVEL EXPENSE	Travel & Training	101-1006-60320	6.79
CASH/PETTY CASH	113705	01/19/17-OFFICE HEATER	Office Supplies	101-1006-60400	15.60
CASH/PETTY CASH	113705	01/19/17-OFFICE SUPPLIES	Office Supplies	101-1006-60400	44.80
CASH/PETTY CASH	113705	01/19/17-COP HOLIDAY DINNER	LQ Police Volunteers	101-2001-60109	36.67
CASH/PETTY CASH	113705	01/19/17-CERTS SOCIAL GIFT CARD	Volunteers - Fire	101-2002-60110	25.00
CASH/PETTY CASH	113705	01/19/17-DECOR FOR CERT PARTY	Volunteers - Fire	101-2002-60110	28.04
CASH/PETTY CASH	113705	01/19/17-TRAVEL MEAL EXPENSE	Travel & Training	101-2002-60320	61.85
CHAMBER, THE	113706	MONTHLY GEM NEWSLETTER	Professional Services	101-1002-60103	8,000.00
COACHELLA VALLEY WATER	113707	01/17/17- WATER SERVICE	Utilities - Water	101-2002-61200	1,312.69
COACHELLA VALLEY WATER	113707	01/17/17- WATER SERVICE	Utilities - Water -Monticello	101-3005-61201	528.88
COACHELLA VALLEY WATER	113707	01/17/17- WATER SERVICE	Utilities - Water -Fritz Burns	101-3005-61204	74.09
COACHELLA VALLEY WATER	113707	01/17/17- WATER SERVICE	Utilities - Water -Seasons Par	101-3005-61208	18.28
COACHELLA VALLEY WATER	113707	01/17/17- WATER SERVICE	Utilities - Water -Community	101-3005-61209	120.15
COACHELLA VALLEY WATER	113707	01/17/17- WATER SERVICE	Utilities - Water	101-3008-61200	124.93
COACHELLA VALLEY WATER	113707	01/12/17- WATER SERVICE	Utilities - Water -Desert Prid	101-3005-61206	313.61
COACHELLA VALLEY WATER	113707	01/17/17- WATER SERVICE	PM 10 - Dust Control	101-7006-60146	35.66
DATA TICKET, INC.	113708	12/2016- PARKING CITATIONS	Administrative Citation Servi	101-6004-60111	888.56
DATA TICKET, INC.	113708	12/2016- CODE CITATION	Administrative Citation Servi	101-6004-60111	583.00
DEPARTMENT OF JUSTICE	113709	12/2016- INSTRUCTOR FINGERPRINT	Instructors	101-3002-60107	64.00
DEPARTMENT OF JUSTICE	113709	12/2016- BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	35.00
DESERT SUN PUBLISHING CO	113710	12/09-12/16/16- ADVERTISING	Advertising	101-1005-60450	224.00
DESERT SUN PUBLISHING CO	113710	12/09-12/16/16- PUBLIC HEARING	Advertising	101-6002-60450	462.00
DESERT SUN PUBLISHING CO	113710	12/09-12/16/16- PUBLIC HEARING	Advertising	101-6002-60450	588.00
DESERT SUN PUBLISHING CO	113710	12/09-12/16/16- PUBLIC HEARING	Advertising	101-6002-60450	346.00
DESERT SUN PUBLISHING CO	113710	12/09-12/16/16- PUBLIC HEARING	Advertising	101-6002-60450	358.00
DUNE, CLARE	113711	01/13/17- CHAIR MASSAGE	Instructors	101-3002-60107	21.00
ECIVIS INC	113712	01/01/17- GRANTS NETWORK LICENSE	Professional Services	101-1002-60103	1,900.00
EISENHOWER OCCUPATIONA	113713	01/04/17- PRE EMPLOYMENT EXAM	Consultants	101-1004-60104	560.00
FOUR SEASONS ESCROW INC	113714	01/17/17- BARTON LAND ESCROW DEP	Developer Deposits	101-0000-22810	9,900.00
GAS COMPANY, THE	113717	11/28-12/28/16- FS #93 GAS	Utilities - Gas	101-2002-61100	115.89
GIZMO BEACH	113718	01/01/17- GOLF TOUR WEBSITE MAINT	Operating Supplies	101-3003-60420	95.52
GIZMO BEACH	113718	01/13/17-GOLF TOUR WEBSITE UPDATE	Operating Supplies	101-3003-60420	1,083.75
GRAPHTEK INTERACTIVE	113719	02/28/17-01/31/18- WEBSITE HOSTING	Operating Supplies	101-2001-60420	290.00
IIMC	113721	01/01/17- CMC CERTIFICATION RADEVA	Membership Dues	101-1005-60351	125.00
JNS MEDIA SPECIALISTS	113723	PRINT & MEDIA MARKETING SVCS	Marketing & Tourism Promo	101-3007-60461	10,088.24
KEPLER, KRISTOFFER	113724	01/13/17- PERSONAL TRAINER	Instructors	101-3002-60107	448.00
MAUREEN KANE & ASSOCIAT	113727	03/14-03/17/17- CCAC TTC TRAINING R	Travel & Training	101-1005-60320	1,550.00
MEDEIROS, JOYCELEEN	113728	01/13/17- TAI CHI CHUAN	Instructors	101-3002-60107	196.00
MISELL, STACY	113729	01/13/17- ZUMBA	Instructors	101-3002-60107	67.20
MOYA, DANIEL	113732	01/05/17- BOARD UP UNSECURED DWE	Lot Cleaning	101-6004-60120	300.00
NI GOVERNMENT SERVICES I	113734	12/2016- SATELLITE PHONES	Mobile/Cell Phones	101-2002-61304	154.75
OFFICE DEPOT	113735	12/28/16- OFFICE SUPPLIES	Office Supplies	101-3001-60400	31.99
OFFICE TEAM	113736	12/23/16- TEMP PERMIT TECH	Temporary Agency Staff	101-6006-60125	504.00
OFFICE TEAM	113736	12/30/16- TEMP PERMIT TECH	Temporary Agency Staff	101-6006-60125	504.00
OFFICE TEAM	113736	01/09/17- TEMP OFFICE ASSISTANT	Temporary Agency Services	101-6004-60125	672.00
OFFICE TEAM	113736	01/06/17- TEMP PERMIT TECH	Temporary Agency Staff	101-6006-60125	504.00
OLD TOWN LA QUINTA, LLC	113737	01/11/17- HEALTH PERMIT REIMB	Contingency - Art Event	101-3001-60512	193.00

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Vendor Name.	Payment Number	Description (Item)	Account Name	Account Number	Amount
ONTRAC	113738	12/31/16- OVERNIGHT MAIL	Postage	101-1007-60470	39.49
PROPER SOLUTIONS INC	113739	12/09/16- TEMP ADMIN ASSISTANT	Temporary Agency Services	101-1005-60125	372.96
PROPER SOLUTIONS INC	113739	12/23/16- TEMP ADMIN ASSISTANT	Temporary Agency Services	101-1005-60125	372.96
PROPER SOLUTIONS INC	113739	01/06/17- TEMP ADMIN ASSISTANT	Temporary Agency Services	101-6001-60125	395.16
PROPER SOLUTIONS INC	113739	01/06/17- TEMP ADMIN ASSISTANT	Temporary Agency Services	101-1005-60125	279.72
RIVERSIDE COUNTY SHERIFF	113741	10/25-11/24/16- MOTOR & COP GAS	Sheriff - Other	101-2001-60176	549.24
ROJAS, MIGUEL ANGEL	113742	01/13/17- TAEKWONDO	Instructors	101-3002-60107	2,515.63
RYAN, JOAN F	113743	01/13/17- WATERCOLER	Instructors	101-3002-60107	302.40
SACKS, DONNA	113744	01/13/17- MEDITATION	Instructors	101-3002-60107	96.00
SALCEDO, KATHLEEN	113745	01/13/17- ZUMBA DAY	Instructors	101-3002-60107	468.65
SHIRY, TERESA	113746	01/13/17- BALLROOM DANCING	Instructors	101-3002-60107	529.20
SMART & FINAL	113747	12/07/16- WC LUNCHEON SUPPLIES	Operating Supplies	101-3002-60420	176.52
SNYDER, JANICE	113748	01/13/17- PERSONAL TRAINER	Instructors	101-3002-60107	691.20
STAPLES ADVANTAGE	113750	12/21/16- OFFICE SUPPLIES	Office Supplies	101-1002-60400	29.90
STAPLES ADVANTAGE	113750	12/21/16- OFFICE SUPPLIES	Repair & Maintenance - EOC	101-2002-60671	213.80
STAPLES ADVANTAGE	113750	12/29/16- CLAENDARS FOR CONF ROO	Office Supplies	101-6001-60400	106.89
STAPLES ADVANTAGE	113750	12/31/16- OFFICE SUPPLIES	Citywide Conf Room Supplie	101-1007-60403	107.98
STAPLES ADVANTAGE	113750	01/05/17- OFFICE SUPPLIES	Office Supplies	101-1006-60400	28.59
TIME WARNER CABLE	113751	11/21-12/20/16- FS#93 CABLE	Utilities - Cable	101-2002-61400	9.73
TIME WARNER CABLE	113751	12/21/16-01/20/17- FS#93 CABLE	Utilities - Cable	101-2002-61400	9.73
TRUE, ARTHUR ALLEN	113753	01/13/17- SUNSET YOGA	Instructors	101-3002-60107	301.00
VIELHARBER, KAREN	113756	01/13/17- FLEX YOGA	Instructors	101-3002-60107	1,586.20
WELLS FARGO BUSINESS CAR	113758	12/15- LEAGUE OF CA CITIES ACEDEMY	Travel & Training	101-1001-60320	263.68
WELLS FARGO BUSINESS CAR	113758	12/09- LEAGUE OF CA CITIES ACADEMY	Travel & Training	101-1001-60320	575.00
WELLS FARGO BUSINESS CAR	113758	12/05- AGENDA REVIEW WITH COUNCI	Travel & Training	101-1001-60320	43.80
WELLS FARGO BUSINESS CAR	113758	11/30- SRR UPDATE WITH MAYOR	Travel & Training	101-1001-60320	108.72
WELLS FARGO BUSINESS CAR	113758	12/01- UPDATE WITH MAYOR	Travel & Training	101-1001-60320	26.57
WELLS FARGO BUSINESS CAR	113758	12/13- POLICE SERVICE DISCUSSION	Travel & Training	101-1002-60320	33.54
WELLS FARGO BUSINESS CAR	113758	12/15- UPDATE WITH CODE ADMIN	Travel & Training	101-1002-60320	61.39
WELLS FARGO BUSINESS CAR	113758	10/18/16- PACE PALLETES REVERSAL	Operating Supplies	101-1004-60420	309.88
WELLS FARGO BUSINESS CAR	113758	10/18/16- PACE PALETES REVERSAL	Office Supplies	101-1004-60400	-309.88
WELLS FARGO BUSINESS CAR	113759	12/01- BLUETOOTH DEVICE TAX	Sales Taxes Payable	101-0000-20304	-4.42
WELLS FARGO BUSINESS CAR	113759	12/20- USB DMX ADAPTER TAX	Sales Taxes Payable	101-0000-20304	-8.53
WELLS FARGO BUSINESS CAR	113759	12/13- CSMFO ACCT MANAGER POSTIN	Advertising	101-1004-60450	275.00
WELLS FARGO BUSINESS CAR	113759	12/13- CSMFO CONFERENCE	Travel & Training	101-1006-60320	151.68
WELLS FARGO BUSINESS CAR	113759	12/13- CSMFO CONFERENCE	Travel & Training	101-1006-60320	370.00
WELLS FARGO BUSINESS CAR	113759	12/13- CERT SOCIAL	Volunteers - Fire	101-2002-60110	82.26
WELLS FARGO BUSINESS CAR	113759	12/08- DESERT BUILDER PANEL EVENT	Travel & Training	101-6001-60320	55.00
WELLS FARGO BUSINESS CAR	113759	12/08- DESERT BUILDER PANEL EVENT	Travel & Training	101-6003-60320	55.00
WELLS FARGO BUSINESS CAR	113759	12/08- DESERT BUILDER PANEL EVENT	Travel & Training	101-7002-60320	55.00
WELLS FARGO BUSINESS CAR	113759	11/30- HIGHWAY CAPACITY MANUAL	Subscriptions & Publications	101-7006-60352	279.00
WELLS FARGO BUSINESS CAR	113759	12/27- MANUAL FOR TECHNICAL LIBRA	Subscriptions & Publications	101-7006-60352	138.60
WIMMER, ED	113760	01/2017- APWA LUNCH MEETING	Travel & Training	101-7006-60320	25.00
<b>Fund 101 - GENERAL FUND Total:</b>					<b>63,348.00</b>
<b>Fund: 201 - GAS TAX FUND</b>					
ALSCO INC	113696	12/02/16- UNIFORM RENTAL	Uniforms	201-7003-60690	41.50
CALIF COMMERCIAL ASPHAL	113703	12/29/16- ASPHALT COLD MIX	Asphalt	201-7003-60430	269.57
MOWERS PLUS INC	113731	01/06/17- REPLACEMENT CHAINSAW	Small Tools/Equipment	201-7003-60432	538.74
SPARKLETTTS	113749	12/30/16- DRINKING WATER	Office Supplies	201-7003-60400	91.40
UNDERGROUND SERVICE AL	113754	01/01/17- DIG ALERT 35	Materials	201-7003-60431	52.50
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>993.71</b>
<b>Fund: 202 - LIBRARY FUND</b>					
COACHELLA VALLEY WATER	113707	01/12/17- WATER SERVICE	Water - Inside	202-3006-61200	123.01
FRESH COAT	113715	01/05/17- MUSEUM 2ND FLOOR PAINT	Repair & Maintenance	202-3006-60691	4,895.00
IMPERIAL IRRIGATION DIST	113722	01/10/17- ELECTRICITY SERVICE	Utilities - Electricity	202-3004-61101	1,630.45
WELLS FARGO BUSINESS CAR	113759	12/20- GOBO PROJECTOR	Machinery & Equipment	202-3006-80100	376.32
WELLS FARGO BUSINESS CAR	113759	12/20- USB DMX ADAPTER	Machinery & Equipment	202-3006-80100	115.14
WELLS FARGO BUSINESS CAR	113759	12/20- VENUE MAGIC SOFTWARE	Machinery & Equipment	202-3006-80100	399.00

**Demand Register**

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
WELLS FARGO BUSINESS CAR	113759	12/20- PRO SOUND AND STAGE LIGHTI	Machinery & Equipment	202-3006-80100	583.19
				<b>Fund 202 - LIBRARY FUND Total:</b>	<b>8,122.11</b>
<b>Fund: 215 - LIGHTING &amp; LANDSCAPING FUND</b>					
ALSCO INC	113696	12/05/16- UNIFORM RENTAL	Uniforms	215-7004-60690	498.15
ALSCO INC	113696	12/05/16- UNIFORM CREDIT	Uniforms	215-7004-60690	-173.55
COACHELLA VALLEY WATER	113707	01/12/17- WATER SERVICE	Utilities - Water - Medians	215-7004-61211	768.50
COACHELLA VALLEY WATER	113707	01/17/17- WATER SERVICE	Utilities - Water - Medians	215-7004-61211	2,605.86
HORIZON LIGHTING	113720	CITYWIDE LIGHTING MAINT SVC PRJ LM	Consultants	215-7004-60104	6,100.00
IMPERIAL IRRIGATION DIST	113722	01/12/17- ELECTRICITY SERVICE	Utilities - Electric - Signals	215-7004-61116	226.02
IMPERIAL IRRIGATION DIST	113722	01/12/17- ELECTRICITY SERVICE	Utilities - Electric - Medians	215-7004-61117	13.54
IMPERIAL IRRIGATION DIST	113722	01/17/17- ELECTRICITY SERVICE	Utilities - Electric - Signals	215-7004-61116	124.53
IMPERIAL IRRIGATION DIST	113722	01/17/17- ELECTRICITY SERVICE	Utilities - Electric - Medians	215-7004-61117	25.04
LANDMARK GOLF MANAGE	113725	SILVERROCK RESORT LANDSCAPING	SilverRock Way Landscape	215-7004-60143	5,278.00
MOWERS PLUS INC	113731	01/03/17- CHAIN SAW CHAINS	Materials	215-7004-60431	123.51
WALTERS WHOLESALE ELECT	113757	01/05/17- ELECTRICAL MATERIAL	Materials	215-7004-60431	928.93
WALTERS WHOLESALE ELECT	113757	01/05/17- ELECTRICAL MATERIAL	Materials	215-7004-60431	557.14
				<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>	<b>17,075.67</b>
<b>Fund: 218 - CV VIOLENT CRIME TASK FORCE</b>					
ADVANCED IMAGING SOLUTI	113694	12-12/16-01/22/17- SERVICE/SUPPLIES	Maint.-Other Equipment	218-0000-60665	54.16
NEXTEL GANG TASK FORCE	113733	11/12-12/11/16- CELLPHONE SVC	Utilities - Telephone	218-0000-61300	39.07
				<b>Fund 218 - CV VIOLENT CRIME TASK FORCE Total:</b>	<b>93.23</b>
<b>Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS</b>					
ALL AMERICAN ASPHALT	113695	PMP FY16/17 PHASE 1 AVE BERMUDAS	Construction	401-0000-60188	35,853.74
ALL AMERICAN ASPHALT	113695	12/30/16- PO#19 RETENTION 2012-07D	Retention Payable	401-0000-20600	-1,792.69
LSA ASSOCIATES INC	113726	LSA - PROJECT NO 2016-01	Design	401-0000-60185	2,712.76
				<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>	<b>36,773.81</b>
<b>Fund: 501 - EQUIPMENT REPLACEMENT</b>					
AUTOZONE	113699	01/06/17- VEHICLE MATERIALS	Parts & Maintenance Supplie	501-0000-60675	150.76
AUTOZONE	113699	01/03/17- VEHICLE MAINT	Vehicle Repair & Maintenanc	501-0000-60676	20.91
AUTOZONE	113699	01/04/17- VEHICLE SEAT COVERS	Parts & Maintenance Supplie	501-0000-60675	59.23
CARQUEST	113704	01/09/17- TRUCK WIPER BLADES	Parts & Maintenance Supplie	501-0000-60675	18.60
MOUNTAIN VIEW TIRE	113730	12/13/16- TRAILER TIRES	Vehicle Repair & Maintenanc	501-0000-60676	322.84
MOUNTAIN VIEW TIRE	113730	12/14/16- VEHICLE TIRES	Vehicle Repair & Maintenanc	501-0000-60676	366.51
MOUNTAIN VIEW TIRE	113730	12/24/16- TRAILER TIRES	Vehicle Repair & Maintenanc	501-0000-60676	339.33
RAN AUTO DETAIL	113740	01/08/17- FLEET CAR WASHES	Car Washes	501-0000-60148	468.00
TOWER ENERGY GROUP	113752	12/16-12/31/16- UNLEAD/DIESEL FUEL	Fuel & Oil	501-0000-60674	1,158.43
				<b>Fund 501 - EQUIPMENT REPLACEMENT Total:</b>	<b>2,904.61</b>
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
CASH/PETTY CASH	113705	01/19/17-IT BATTERIES	Operating Supplies	502-0000-60420	42.00
FRONTIER COMMUNICATION	113716	01/04-02/03/17- DSL SERVICE	Technical	502-0000-60108	167.22
TIME WARNER CABLE	113751	01/10-02/19/17- CITY HALL FIBER	Utilities - Cable	502-0000-61400	1,560.00
TIME WARNER CABLE	113751	01/12-02/11/17- CITY YARD CABLE	Utilities - Cable	502-0000-61400	66.37
VERIZON WIRELESS	113755	11/26-12/25/16- LQPD WIRELESS	Technical	502-0000-60108	1,133.95
WELLS FARGO BUSINESS CAR	113758	12/02- BASECAMP SOFTWARE	Software Licenses	502-0000-60301	50.00
WELLS FARGO BUSINESS CAR	113759	01/01/17- GOOGLE G SUITE TRIAL	Software Licenses	502-0000-60301	83.85
WELLS FARGO BUSINESS CAR	113759	12/01- AIRSERVER SOFTWARE	Software Licenses	502-0000-60301	139.93
WELLS FARGO BUSINESS CAR	113759	12/06- NEW CITY DOMAIN	Software Licenses	502-0000-60301	125.00
WELLS FARGO BUSINESS CAR	113759	12/02- GOOGLE G SUITE RENEWAL	Software Licenses	502-0000-60301	24.00
WELLS FARGO BUSINESS CAR	113759	12/01- BLUETOOTH DEVICE	Machinery & Equipment	502-0000-80100	59.64
WELLS FARGO BUSINESS CAR	113759	12/08- LAPTOP DOCKING STATION	Computers	502-0000-80103	234.04
				<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>	<b>3,686.00</b>
<b>Fund: 503 - PARK EQUIP &amp; FACILITY FND</b>					
BANG INC, DAVE	113701	12/15/16- LQ PARK TUBE SLIDE	Parks	503-0000-71060	4,409.44
BANG INC, DAVE	113701	12/15/16- LQ PARK SLIDE	Parks	503-0000-71060	4,969.58
				<b>Fund 503 - PARK EQUIP &amp; FACILITY FND Total:</b>	<b>9,379.02</b>

Demand Register

Packet: APPKT00975 - DA 01/20/17

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 601 - SILVERROCK RESORT</b>					
WELLS FARGO BUSINESS CAR	113759	12/05- GCSAA MEMBERSHIP	Membership Dues	601-0000-60351	140.00
<b>Fund 601 - SILVERROCK RESORT Total:</b>					<b>140.00</b>
<b>Grand Total:</b>					<b>142,516.16</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	63,348.00
201 - GAS TAX FUND	993.71
202 - LIBRARY FUND	8,122.11
215 - LIGHTING & LANDSCAPING FUND	17,075.67
218 - CV VIOLENT CRIME TASK FORCE	93.23
401 - CAPITAL IMPROVEMENT PROGRAMS	36,773.81
501 - EQUIPMENT REPLACEMENT	2,904.61
502 - INFORMATION TECHNOLOGY	3,686.00
503 - PARK EQUIP & FACILITY FND	9,379.02
601 - SILVERROCK RESORT	140.00
<b>Grand Total:</b>	<b>142,516.16</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	-12.95
101-0000-22810	Developer Deposits	9,900.00
101-1001-60320	Travel & Training	1,017.77
101-1002-60103	Professional Services	9,900.00
101-1002-60320	Travel & Training	94.93
101-1002-60400	Office Supplies	29.90
101-1004-60104	Consultants	560.00
101-1004-60320	Travel & Training	25.50
101-1004-60322	Training & Education/M	1,982.25
101-1004-60400	Office Supplies	-309.88
101-1004-60420	Operating Supplies	309.88
101-1004-60450	Advertising	275.00
101-1005-60125	Temporary Agency Servi	1,025.64
101-1005-60320	Travel & Training	1,550.00
101-1005-60351	Membership Dues	125.00
101-1005-60450	Advertising	224.00
101-1006-60125	Temporary Agency Servi	929.07
101-1006-60320	Travel & Training	528.47
101-1006-60400	Office Supplies	88.99
101-1007-60403	Citywide Conf Room Sup	107.98
101-1007-60470	Postage	39.49
101-2001-60109	LQ Police Volunteers	36.67
101-2001-60174	Blood/Alcohol Testing	35.00
101-2001-60176	Sheriff - Other	549.24
101-2001-60420	Operating Supplies	290.00
101-2002-60110	Volunteers - Fire	135.30
101-2002-60320	Travel & Training	61.85
101-2002-60671	Repair & Maintenance -	213.80
101-2002-61100	Utilities - Gas	115.89
101-2002-61200	Utilities - Water	1,312.69
101-2002-61304	Mobile/Cell Phones	154.75
101-2002-61400	Utilities - Cable	19.46
101-3001-60400	Office Supplies	31.99
101-3001-60512	Contingency - Art Event	4,818.00
101-3002-60107	Instructors	7,703.48
101-3002-60420	Operating Supplies	176.52
101-3003-60420	Operating Supplies	1,179.27
101-3005-61201	Utilities - Water -Montic	528.88
101-3005-61204	Utilities - Water -Fritz Bu	74.09
101-3005-61206	Utilities - Water -Desert	313.61
101-3005-61208	Utilities - Water -Season	18.28
101-3005-61209	Utilities - Water -Commu	120.15
101-3007-60461	Marketing & Tourism Pr	10,088.24
101-3008-61200	Utilities - Water	124.93
101-6001-60125	Temporary Agency Servi	395.16

**Account Summary**

Account Number	Account Name	Expense Amount
101-6001-60320	Travel & Training	55.00
101-6001-60400	Office Supplies	106.89
101-6002-60450	Advertising	1,754.00
101-6003-60320	Travel & Training	55.00
101-6004-60111	Administrative Citation S	1,471.56
101-6004-60120	Lot Cleaning	300.00
101-6004-60125	Temporary Agency Servi	672.00
101-6006-60125	Temporary Agency Staff	1,512.00
101-7002-60320	Travel & Training	55.00
101-7006-60146	PM 10 - Dust Control	35.66
101-7006-60320	Travel & Training	25.00
101-7006-60352	Subscriptions & Publicati	417.60
201-7003-60400	Office Supplies	91.40
201-7003-60430	Asphalt	269.57
201-7003-60431	Materials	52.50
201-7003-60432	Small Tools/Equipment	538.74
201-7003-60690	Uniforms	41.50
202-3004-61101	Utilities - Electricity	1,630.45
202-3006-60691	Repair & Maintenance	4,895.00
202-3006-61200	Water - Inside	123.01
202-3006-80100	Machinery & Equipment	1,473.65
215-7004-60104	Consultants	6,100.00
215-7004-60143	SilverRock Way Landscap	5,278.00
215-7004-60431	Materials	1,609.58
215-7004-60690	Uniforms	324.60
215-7004-61116	Utilities - Electric - Signal	350.55
215-7004-61117	Utilities - Electric - Medi	38.58
215-7004-61211	Utilities - Water - Media	3,374.36
218-0000-60665	Maint.-Other Equipment	54.16
218-0000-61300	Utilities - Telephone	39.07
401-0000-20600	Retention Payable	-1,792.69
401-0000-60185	Design	2,712.76
401-0000-60188	Construction	35,853.74
501-0000-60148	Car Washes	468.00
501-0000-60674	Fuel & Oil	1,158.43
501-0000-60675	Parts & Maintenance Su	228.59
501-0000-60676	Vehicle Repair & Mainte	1,049.59
502-0000-60108	Technical	1,301.17
502-0000-60301	Software Licenses	422.78
502-0000-60420	Operating Supplies	42.00
502-0000-61400	Utilities - Cable	1,626.37
502-0000-80100	Machinery & Equipment	59.64
502-0000-80103	Computers	234.04
503-0000-71060	Parks	9,379.02
601-0000-60351	Membership Dues	140.00
	<b>Grand Total:</b>	<b>142,516.16</b>

**Project Account Summary**

Project Account Key	Expense Amount	
**None**	95,842.35	
15-005E	9,900.00	
1617PMPCT	35,853.74	
1617PMPRP	-1,792.69	
201601D	2,712.76	
	<b>Grand Total:</b>	<b>142,516.16</b>





City of La Quinta, CA

# Demand Register

Packet: APPKT00991 - DA 01/27/17

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
2XL CORPORATION	113761	01/12/17- WC GYM WIPES TAX	Sales Taxes Payable	101-0000-20304	-43.34
2XL CORPORATION	113761	01/12/17- WC GYM WIPES	Operating Supplies	101-3002-60420	705.81
ACCOUNTEMP	113762	01/06/17-TEMP ACCOUNTANT	Temporary Agency Services	101-1006-60125	929.07
AMERICAN FORENSIC NURSE	113763	12/15/16- BLOOD DRAW	Blood/Alcohol Testing	101-2001-60174	160.00
AMERIPRIDE SERVICES INC	113764	12/22/16-01/05/17- WC JANITORIAL	Janitorial	101-3008-60115	152.59
AMSPROTECTME.COM	113765	12/08/16-SMOKE DET. REPLACEMENT	Fire Station	101-2002-60670	194.34
ANDERSON COMMUNICATIO	113766	01/19/17- PORTABLE RADIO UPGRADE	Supplies - Field	101-6004-60425	2,178.36
ANDERSON COMMUNICATIO	113766	01/19/17- RADIO MONTHLY SVC FEE	Technical	101-6004-60108	105.00
BIO CLEAR WATER SOLUTION	113770	01/18/17- CC POND SERVICE	Civic Center Lake Maintenanc	101-3005-60117	1,117.50
BPS TACTICAL INC	113771	12/08/16- TACTICAL VEST-ANGULO	Special Enforcement Funds	101-2001-60175	427.68
BPS TACTICAL INC	113771	12/08/16- TACTICAL VEST COVER-JAME	Special Enforcement Funds	101-2001-60175	437.40
BURRTEC WASTE & RECYCLI	113772	01/20/17- FY 16/17 PROPERTY TAX PAY	Due to Waste Management	101-0000-20307	1,775,046.16
BURRTEC WASTE & RECYCLI	113772	01/20/17- FY 16/17 PROPERTY TAX PAY	Franchise Taxes - Burrtec	101-0000-41505	-177,069.42
BURRTEC WASTE & RECYCLI	113772	01/20/17- FY 16/17 PROPERTY TAX PAY	Burrtec AB 939 Fee	101-0000-41506	-13,327.81
CADENCE COMMUNICATION	113773	12/2016- S/T VACATION RENTAL HOTLI	Professional Services	101-6001-60103	57.75
CALI-BUILT CONSTRUCTION I	113774	01/13/17- PERMIT REFUND DRVA2017-	Driveway Permits	101-0000-42410	152.00
CALPERS LONG-TERM CARE	113775	LONG TERM CARE	LT Care Insurance Pay	101-0000-20949	196.05
CONSERVE LANDCARE	113776	PARK LANDSCAPE MAINT PRJ 2014-15	Technical	101-3005-60108	28,575.00
CONSERVE LANDCARE	113776	MEDIANS LANDSCAPE MAINT PRJ 2015-	Landscape Contract	101-2002-60112	1,216.00
CONSERVE LANDCARE	113776	12/31/16- TREE STUMP REMOVAL	Tree Maintenance	101-3005-60557	185.00
DAIOHS FIRST CHOICE SERVI	113777	01/17/17-COFFEE SUPPLIES	Citywide Conf Room Supplie	101-1007-60403	258.50
DESERT SUN, THE	113779	02/01-02/28/17- SUBSCRIPTION SERVIC	Subscriptions & Publications	101-3002-60352	35.28
DUNN-EDWARDS CORPORAT	113780	12/30/16- WC PAINT SUPPLIES	Repair & Maintenance	101-3008-60691	28.50
ESGIL CORPORATION	113782	BUILDING PLAN REVIEW & INSPECTION	Plan Checks	101-6003-60118	4,245.00
FEDEX	113783	01/13/17- OVERNIGHT MAIL	Postage	101-1007-60470	291.21
FRANCHISE TAX BOARD	113784	GARNISHMENT	Garnishments Payable	101-0000-20985	125.00
FRONTIER COMMUNICATION	113785	01/2017- LQ PARK PHONE	LQ Park Building	101-3005-60554	42.69
GIDEON COHN	113788	10/11/16- REIMB OVERPAYMENT	Cash Over/Short	101-0000-42300	29.26
INTERWEST CONSULTING GR	113791	ON-CALL BUILDING PLAN CK/INSPECTIO	Plan Checks	101-6003-60118	3,060.00
KONE INC	113794	01/01/17- ELEVATOR MAINT CITY HALL	Technical	101-3008-60108	519.76
LA QUINTA ROTARY CLUB	113796	01/12/17-15%AGREEMENT FOR BREW I	Contingency - Art Event	101-3001-60512	1,955.00
LEAGUE OF CALIFORNIA CITI	113797	01/03/17-MEMBERSHIP DUES	Membership Dues	101-1002-60351	12,210.00
MCKINNEY, BRYAN	113798	12/2016- TUITION REIMB	Training & Education/MOU	101-1004-60322	1,706.03
MONREAL, MARILYN	113799	01/2017- TUITION REIMB	Training & Education/MOU	101-1004-60322	160.45
MOWERS PLUS INC	113801	01/18/17- SAW CHAINS	Materials - Irrigation & Light	101-3005-60424	100.16
NEOFUNDS BY NEOPOST	113802	01/12/17-POSTAGE MACHINE INK	Postage	101-1007-60470	268.53
OFFICE DEPOT	113803	01/17/17 CITY WIDE ENVELOPES	Forms	101-1007-60402	68.23
OFFICE DEPOT	113804	01/04/17-DYMO LABELS	Office Supplies	101-1006-60400	13.47
OFFICE DEPOT	113804	01/04/17- OFFICE SUPPLIES	Office Supplies	101-1005-60400	29.78
OFFICE DEPOT	113804	01/05/17- CITY COUNCIL WORKSHOP S	Travel & Training	101-1001-60320	159.51
OFFICE TEAM	113805	01/13/17- TEMP PERMIT TECH	Temporary Agency Staff	101-6006-60125	504.00
PALMS TO PINES PRINTING	113806	01/19/17- WC STAFF SHIRTS	Operating Supplies	101-3003-60420	100.80
PLANIT REPROGRAPHICS SYS	113807	12/15/16- BID SET 2016-05A TAX	Sales Taxes Payable	101-0000-20304	-20.22
PROPER SOLUTIONS INC	113808	01/13/17- TEMP OFFICE ASSISTANT	Temporary Agency Services	101-6001-60125	426.24
PROPER SOLUTIONS INC	113808	01/13/17- TEMP ADMIN ASSISTANT	Temporary Agency Services	101-1005-60125	559.44
RASA/ERIC NELSON	113809	01/12/07- PROFESSIONAL SVC PM2016-	Map/Plan Checking	101-7002-60183	285.00
RIVERSIDE DEPARTMENT OF	113810	GARNISHMENT	Garnishments Payable	101-0000-20985	200.00
RJW NOTARY PUBLIC	113811	12/09/17- INSTRUCTOR FINGERPRINTIN	Instructors	101-3002-60107	60.00
SCHALLER, DANIEL AND JOA	113812	01/19/17- TOT INTEREST REIMB	Cash Over/Short	101-0000-42300	7.20
SCMAF	113813	10/01-12/30/16- INSTRUCTOR INSURA	Instructors	101-3002-60107	378.00
SIMPLY DELICIOUS	113814	01/17/17- COUNCIL MTG SUPPLIES	Travel & Training	101-1001-60320	125.00
SIMPLY DELICIOUS	113814	01/25/17- COUNCIL WORKSHOP DINNE	Travel & Training	101-1001-60320	1,200.00
STAPLES ADVANTAGE	113816	12/29/16- OFFICE SUPPLIES	Office Supplies	101-1004-60400	62.80

Demand Register

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
STAPLES ADVANTAGE	113816	01/05/17- OFFICE SUPPLIES	Office Supplies	101-6001-60400	142.49
STAPLES ADVANTAGE	113816	01/07/17- OFFICE SUPPLIES	Travel & Training	101-1001-60320	255.85
STAPLES ADVANTAGE	113816	01/07/17- OFFICE SUPPLIES	Office Supplies	101-1004-60400	14.48
SUNGARD PUBLIC SECTOR IN	113817	12/22/16-ETRAKIT CUSTOMIZATION RE	Consultants	101-6006-60104	2,700.00
SYSCO NEWPORT MEAT CO	113818	12/27/16- REIM OVERPAYMENT FOR BU	Cash Over/Short	101-0000-42300	13.00
TAG/AMS INC	113819	01/12/17- ANN'L RENEWAL FEE	Professional Services	101-1004-60103	175.00
TOPS'N BARRICADES INC	113821	01/10/17-SAFETY SUPPLIES	Safety Gear	101-7006-60427	288.61
TRULY NOLEN INC	113822	01/03/17- LQ PARK PEST CONTROL	Pest Control	101-3008-60116	61.00
UNITED WAY OF THE DESERT	113823	CONTRIBUTION	United Way Deductions	101-0000-20981	30.00
US DEPARTMENT OF EDUCAT	113824	GARNISHMENT	Garnishments Payable	101-0000-20985	204.24
VERIZON WIRELESS	113825	11/11-12/10/16 MOBILE TICKET WRITE	Utilities - Telephone	101-2001-61300	88.26
WATERLOGIC USA FINANCE I	113828	01/11/17- CITY HALL WATER SYSTEM	Utilities - Water	101-3008-61200	226.28
<b>Fund 101 - GENERAL FUND Total:</b>					<b>1,654,788.97</b>

Fund: 201 - GAS TAX FUND

AUTOZONE	113768	01/12/17- KEYLESS ENTRY	Materials	201-7003-60431	7.53
DDL TRAFFIC INC.	113778	Driver Speed Feedback Sign	Traffic Signs	201-7003-60429	7,644.84
KRIBBS, BRUCE	113795	01/18/17- RETAINING WALL REPAIR	Materials	201-7003-60431	1,950.00
KRIBBS, BRUCE	113795	01/23/17- SIDEWALK REPAIR	Materials	201-7003-60431	365.00
MOWERS PLUS INC	113801	01/19/17- CHAIN SAW REPAIR	Materials	201-7003-60431	30.00
STAPLES ADVANTAGE	113816	01/06/17- COMPUTER DESKS	Operating Supplies	201-7003-60420	242.08
TOPS'N BARRICADES INC	113821	01/09/17-SIGNS	Traffic Signs	201-7003-60429	153.87
TOPS'N BARRICADES INC	113821	01/13/17- BARRICADE CLOSURE	Barricades	201-7003-60428	325.00
TOPS'N BARRICADES INC	113821	01/13/17- NAT FIRE PROTECTOR	Materials	201-7003-60431	52.37
ZUMAR INDUSTRIES INC	113829	01/09/17-SIGNS	Traffic Signs	201-7003-60429	155.34
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>10,926.03</b>

Fund: 202 - LIBRARY FUND

CONSERVE LANDCARE	113776	PARK LANDSCAPE MAINT PRJ 2014-15	Landscape Contract	202-3004-60112	1,575.00
CONSERVE LANDCARE	113776	PARK LANDSCAPE MAINT PRJ 2014-15	Landscape Contract	202-3006-60112	1,115.00
DUNN-EDWARDS CORPORAT	113780	12/30/16- PAINT SUPPLIES	Repair & Maintenance	202-3006-60691	235.73
DUNN-EDWARDS CORPORAT	113780	01/05/17- PAINT SUPPLIES	Repair & Maintenance	202-3006-60691	194.03
DUNN-EDWARDS CORPORAT	113780	01/09/17- PAINT SUPPLIES	Repair & Maintenance	202-3006-60691	63.73
FRONTIER COMMUNICATION	113785	01/13-02/12/17- MUSEUM PHONE SVC	Utilities - Telephone	202-3006-61300	128.54
KONE INC	113794	01/01/17- ELEVATOR MAINT MUSEUM	Repair & Maintenance	202-3006-60691	519.77
SIMPLY DELICIOUS	113814	01/19/17- LQ MUSEUM EVENT	Museum Consultant	202-3006-60105	480.00
TRULY NOLEN INC	113822	01/07/17- MUSEUM PEST CONTROL	Pest Control	202-3006-60116	47.00
WALMART COMMUNITY	113826	01/12/17- SMALL SOUND SYSTEM FOR	Machinery & Equipment	202-3006-80100	84.05
<b>Fund 202 - LIBRARY FUND Total:</b>					<b>4,442.85</b>

Fund: 215 - LIGHTING & LANDSCAPING FUND

CONSERVE LANDCARE	113776	PARK LANDSCAPE MAINT PRJ 2014-15	Technical	215-7004-60189	7,665.00
CONSERVE LANDCARE	113776	MEDIANS LANDSCAPE MAINT PRJ 2015-	Technical	215-7004-60189	34,275.48
FRONTIER COMMUNICATION	113785	01/07-02/06/17- PHONE SVC	Utilities - Electric - Signals	215-7004-61116	100.23
FRONTIER COMMUNICATION	113785	01/10-02/09/17- FRONTIER SERVICE	Utilities - Electric - Signals	215-7004-61116	37.24
HORIZON LIGHTING	113790	01/17/17- LIGHTING MAINT	Materials	215-7004-60431	270.50
KIRKPATRICK LANDSCAPING	113793	11/07/16- LANDSCAPE MAINT	Technical	215-7004-60189	425.00
KIRKPATRICK LANDSCAPING	113793	11/28/16- L & L MAINT	Technical	215-7004-60189	738.00
SMITH PIPE & SUPPLY CO	113815	12/28/16- IRRIGATION MATERIAL	Materials	215-7004-60431	161.83
WALTERS WHOLESALE ELECT	113827	01/17/17- ELECTRICAL MATERIALS	Materials	215-7004-60431	1,152.39
<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>					<b>44,825.67</b>

Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS

BAKER, MICHAEL INTERNATI	113769	SRR PHASE II INFRASTRUCTURE PRJ 201	Design	401-0000-60185	67,425.72
HEPTAGON SEVEN CONSULTI	113789	12/09/16-01/06/17- PROFESSIONAL DE	Design	401-0000-60185	2,437.50
ITERIS	113792	01/04/17-POWER SURGE PROTECTORS-	Construction	401-0000-60188	754.25
KRIBBS, BRUCE	113795	11/02/17- ADA RAMPS INSTALLATION	Construction	401-0000-60188	4,740.00
KRIBBS, BRUCE	113795	11/02/16- ADA RAMPS INSTALLATION	Contingency	401-0000-60510	-4,740.00
KRIBBS, BRUCE	113795	01/02/17- BERMUDAS & COLIMAS ADA	Construction	401-0000-60188	4,900.00
KRIBBS, BRUCE	113795	01/02/17- BERMUDAD & COLIMA ADA	Contingency	401-0000-60510	-4,900.00
PLANIT REPROGRAPHICS SYS	113807	12/15/16- BID SET 2016-05A TAX	Construction	401-0000-60188	20.22
PLANIT REPROGRAPHICS SYS	113807	01/13/17- ADENDUM # 1 2016-05A	Construction	401-0000-60188	56.00
TOPS'N BARRICADES INC	113821	01/09/17- RED SIGN REFLECTOR	Construction	401-0000-60188	100.10

Demand Register

Vendor Name	Payment Number	Description.(Item)	Account Name	Account Number	Amount
TOPS'N BARRICADES INC	113821	01/10/17-ROAD CLOSED SIGNS	Construction	401-0000-60188	50.10
<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>					<b>70,843.89</b>
<b>Fund: 501 - EQUIPMENT REPLACEMENT</b>					
AUTOZONE	113768	01/12/17- TRUCK #75 WIPER BLADES	Parts & Maintenance Supplie	501-0000-60675	48.32
AUTOZONE	113768	01/19/17- TRUCK MATERIALS	Parts & Maintenance Supplie	501-0000-60675	134.61
ENTERPRISE FM TRUST	113781	12/13-01/31/17- VEHICLE LEASE/ MAIN	Vehicle Repair & Maintenanc	501-0000-60676	8,909.64
GAS COMPANY, THE	113787	12/2016- NATURAL GAS SWEEPER FUEL	Street Sweeper	501-0000-60678	59.78
MOUNTAIN VIEW TIRE	113800	01/13/17-TK #57 TIRES	Vehicle Repair & Maintenanc	501-0000-60676	748.91
MOUNTAIN VIEW TIRE	113800	01/13/17-TK #50 TIRES	Vehicle Repair & Maintenanc	501-0000-60676	369.63
STAPLES ADVANTAGE	113816	01/07/17- CARD HOLDERS	Parts & Maintenance Supplie	501-0000-60675	101.06
TOPS'N BARRICADES INC	113821	01/05/17-VEHICLE LIGHTS TRUCK #87	Parts & Maintenance Supplie	501-0000-60675	307.09
TOPS'N BARRICADES INC	113821	01/05/17-VEHICLE LIGHTS TRUCK #89	Parts & Maintenance Supplie	501-0000-60675	307.09
TOPS'N BARRICADES INC	113821	01/05/17-VEHICLE LIGHTS TRUCK #88	Parts & Maintenance Supplie	501-0000-60675	307.09
TOPS'N BARRICADES INC	113821	01/13/17- LIGHT REFLEX TRUCK #90	Parts & Maintenance Supplie	501-0000-60675	307.09
TOPS'N BARRICADES INC	113821	01/13/17- LIGHT REFLEX TRUCK #92	Parts & Maintenance Supplie	501-0000-60675	307.09
<b>Fund 501 - EQUIPMENT REPLACEMENT Total:</b>					<b>11,907.40</b>
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
APPLE FINANCIAL SERVICES	113767	01/11/17- APPLE LEASE	Computers	502-0000-80103	428.70
FRONTIER-INTERNET	113786	01/10-02/09/17- CITY HALL INTERNET S	Technical	502-0000-60108	89.99
TIME WARNER CABLE	113820	01/03/17-WC CABLE SERVICE	Utilities - Cable	502-0000-61400	126.24
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>644.93</b>
<b>Grand Total:</b>					<b>1,798,379.74</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	1,654,788.97
201 - GAS TAX FUND	10,926.03
202 - LIBRARY FUND	4,442.85
215 - LIGHTING & LANDSCAPING FUND	44,825.67
401 - CAPITAL IMPROVEMENT PROGRAMS	70,843.89
501 - EQUIPMENT REPLACEMENT	11,907.40
502 - INFORMATION TECHNOLOGY	644.93
<b>Grand Total:</b>	<b>1,798,379.74</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	-63.56
101-0000-20307	Due to Waste Managem	1,775,046.16
101-0000-20949	LT Care Insurance Pay	196.05
101-0000-20981	United Way Deductions	30.00
101-0000-20985	Garnishments Payable	529.24
101-0000-41505	Franchise Taxes - Burrtec	-177,069.42
101-0000-41506	Burrtec AB 939 Fee	-13,327.81
101-0000-42300	Cash Over/Short	49.46
101-0000-42410	Driveway Permits	152.00
101-1001-60320	Travel & Training	1,740.36
101-1002-60351	Membership Dues	12,210.00
101-1004-60103	Professional Services	175.00
101-1004-60322	Training & Education/M	1,866.48
101-1004-60400	Office Supplies	77.28
101-1005-60125	Temporary Agency Servi	559.44
101-1005-60400	Office Supplies	29.78
101-1006-60125	Temporary Agency Servi	929.07
101-1006-60400	Office Supplies	13.47
101-1007-60402	Forms	68.23
101-1007-60403	Citywide Conf Room Sup	258.50
101-1007-60470	Postage	559.74
101-2001-60174	Blood/Alcohol Testing	160.00
101-2001-60175	Special Enforcement Fun	865.08
101-2001-61300	Utilities - Telephone	88.26
101-2002-60112	Landscape Contract	1,216.00
101-2002-60670	Fire Station	194.34
101-3001-60512	Contingency - Art Event	1,955.00
101-3002-60107	Instructors	438.00
101-3002-60352	Subscriptions & Publicati	35.28
101-3002-60420	Operating Supplies	705.81
101-3003-60420	Operating Supplies	100.80
101-3005-60108	Technical	28,575.00
101-3005-60117	Civic Center Lake Mainte	1,117.50
101-3005-60424	Materials - Irrigation & L	100.16
101-3005-60554	LQ Park Building	42.69
101-3005-60557	Tree Maintenance	185.00
101-3008-60108	Technical	519.76
101-3008-60115	Janitorial	152.59
101-3008-60116	Pest Control	61.00
101-3008-60691	Repair & Maintenance	28.50
101-3008-61200	Utilities - Water	226.28
101-6001-60103	Professional Services	57.75
101-6001-60125	Temporary Agency Servi	426.24
101-6001-60400	Office Supplies	142.49
101-6003-60118	Plan Checks	7,305.00
101-6004-60108	Technical	105.00
101-6004-60425	Supplies - Field	2,178.36
101-6006-60104	Consultants	2,700.00

**Account Summary**

Account Number	Account Name	Expense Amount
101-6006-60125	Temporary Agency Staff	504.00
101-7002-60183	Map/Plan Checking	285.00
101-7006-60427	Safety Gear	288.61
201-7003-60420	Operating Supplies	242.08
201-7003-60428	Barricades	325.00
201-7003-60429	Traffic Signs	7,954.05
201-7003-60431	Materials	2,404.90
202-3004-60112	Landscape Contract	1,575.00
202-3006-60105	Museum Consultant	480.00
202-3006-60112	Landscape Contract	1,115.00
202-3006-60116	Pest Control	47.00
202-3006-60691	Repair & Maintenance	1,013.26
202-3006-61300	Utilities - Telephone	128.54
202-3006-80100	Machinery & Equipment	84.05
215-7004-60189	Technical	43,103.48
215-7004-60431	Materials	1,584.72
215-7004-61116	Utilities - Electric - Signal	137.47
401-0000-60185	Design	69,863.22
401-0000-60188	Construction	10,620.67
401-0000-60510	Contingency	-9,640.00
501-0000-60675	Parts & Maintenance Su	1,819.44
501-0000-60676	Vehicle Repair & Mainte	10,028.18
501-0000-60678	Street Sweeper	59.78
502-0000-60108	Technical	89.99
502-0000-61400	Utilities - Cable	126.24
502-0000-80103	Computers	428.70
<b>Grand Total:</b>		<b>1,798,379.74</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	1,725,580.85
141517D	67,425.72
151606D	2,437.50
151611CT	150.20
1617PMPCG	-9,640.00
1617PMPCT	9,640.00
1617TMICT	754.25
201605CT	76.22
BREWLQE	1,955.00
<b>Grand Total:</b>	<b>1,798,379.74</b>



City of La Quinta, CA

# Payment Reversal Register

APPKT00955 - DA 1/09/17

## Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - APBNK

Vendor Number	Vendor Name				Total Vendor Amount
<u>02951</u>	PENA, JOHN				-190.90
<b>Payment Type</b>	<b>Payment Number</b>	<b>Original Payment Date</b>	<b>Reversal Date</b>	<b>Cancel Date</b>	<b>Payment Amount</b>
Check	<u>113206</u>	12/02/2016	01/09/2017	01/09/2017	-190.90
<b>Payable Number:</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payable Amount</b>	
<u>112816-R</u>	10/05-10/07/16- TRAVEL REIMB	11/28/2016	12/02/2016	190.90	

Vendor Number	Vendor Name				Total Vendor Amount
<u>07847</u>	FUSON, JACOB				-195.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Original Payment Date</b>	<b>Reversal Date</b>	<b>Cancel Date</b>	<b>Payment Amount</b>
Check	<u>112773</u>	10/21/2016	01/09/2017	01/09/2017	-195.00
<b>Payable Number:</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payable Amount</b>	
<u>305272293-R</u>	09/17/16- CERT EXAMINATION REIMB	10/19/2016	10/21/2016	195.00	

**Bank Code Summary**

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-385.90	0.00	-385.90
<b>Report Total:</b>	<b>-385.90</b>	<b>0.00</b>	<b>-385.90</b>



City of La Quinta, CA

# Payment Reversal Register

APPKT00978 - DA 1/23/17

## Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - APBNK

Vendor Number	Vendor Name				Total Vendor Amount
<u>08359</u>	CHAMBER, THE				-120.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Original Payment Date</b>	<b>Reversal Date</b>	<b>Cancel Date</b>	<b>Payment Amount</b>
Check	<u>113433</u>	12/23/2016	01/23/2017	01/23/2017	-120.00
<b>Payable Number:</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payable Amount</b>	
<u>9803-R</u>	09/21/16- CHAMBER LUNCH EVENT	09/21/2016	12/23/2016	120.00	

Vendor Number	Vendor Name				Total Vendor Amount
<u>08473</u>	GIDEON COHN				-29.26
<b>Payment Type</b>	<b>Payment Number</b>	<b>Original Payment Date</b>	<b>Reversal Date</b>	<b>Cancel Date</b>	<b>Payment Amount</b>
Check	<u>112856</u>	10/28/2016	01/23/2017	01/23/2017	-29.26
<b>Payable Number:</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Payable Amount</b>	
<u>R19058-R</u>	10/11/16- REIMB OVERPAYMENT	10/11/2016	10/28/2016	29.26	



### Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-149.26	0.00	-149.26
<b>Report Total:</b>	<b>-149.26</b>	<b>0.00</b>	<b>-149.26</b>

# City of La Quinta

## Attachment 2

### Bank Transactions 01/07/16 – 01/27/17

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#### Wire Transactions

Listed below are the wire transfers from 01/07/17 – 01/27/17

Wire Transfers:

01/10/2017 - WIRE TRANSFER - LANDMARK	\$ 206,127.46
01/12/2017 - WIRE TRANSFER - PERS	\$ 34,766.28
01/12/2017 - WIRE TRANSFER - PERS	\$ 384.29
01/13/2017 - WIRE TRANSFER - ICMA	\$ 3,894.00
01/13/2017 - WIRE TRANSFER - LQCEA	\$ 399.50
01/18/2017 - WIRE TRANSFER - TASC	\$ 941.78
01/18/2017 - WIRE TRANSFER - LANDMARK	\$ 200,798.93
	\$ -
TOTAL WIRE TRANSFERS OUT	<u>\$ 447,312.24</u>

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

**AGENDA TITLE:** ACCEPT COVE OASIS TRAILHEAD IMPROVEMENTS LOCATED AT CALLE TECATE AND AVENIDA MADERO (PROJECT NO. 2015-11)

### RECOMMENDATION

Accept the Cove Oasis Trailhead Improvements as complete; authorize the City Clerk to file a Notice of Completion with the Office of the County Recorder; and authorize staff to release retention in the amount of \$1,421, thirty-five days after the Notice of Completion is recorded.

### EXECUTIVE SUMMARY

- This project relocated existing gates and installed desert efficient landscaping at the Cove Oasis Trailhead.
- The work is complete and Council acceptance will close the contract and allow final payment.

### FISCAL IMPACT

The following is the financial accounting for Project No. 2015-11:

Original Contract Amount	\$ 85,233
Contract Change Order No. 1	\$ 1,495
Final Contract Amount	\$ 86,728
<b>Project Budget</b>	<b>\$ 135,000</b>
Final Contract Amount	(\$ 86,728)
Design, Professional, & Personnel Costs	(\$ 25,206)
Inspection, Survey, Plans, & Other Construction Costs	(\$ 12,100)
<b>Anticipated Funds Remaining*</b>	<b>\$ 10,966</b>

\* All costs to date have been accounted for and no further costs are anticipated.

There are adequate funds to close this project; the final retention amount of \$1,421 will be paid from account number 401-0000-20600. The anticipated savings (\$10,966) will be applied to the trailhead signage now under construction.

### **BACKGROUND/ANALYSIS**

On October 18, 2016, Council awarded an \$85,233 contract to California Skateparks (Attachment 1).

On November 22, 2016, a Notice to Proceed was issued with a 30 working day completion time starting on December 5, 2016 and ending on January 20, 2017. The project was deemed substantially complete on January 6, 2017. No liquidated damages or early completion incentives are recommended.

Contract Change Order No. 1 was issued for an irrigation repair. No contract quantity adjustments were required.

The project construction effort is complete and is in compliance with the plans and specifications. Staff recommends acceptance and release of the retention thirty-five days after the Notice of Completion is recorded.

### **ALTERNATIVES**

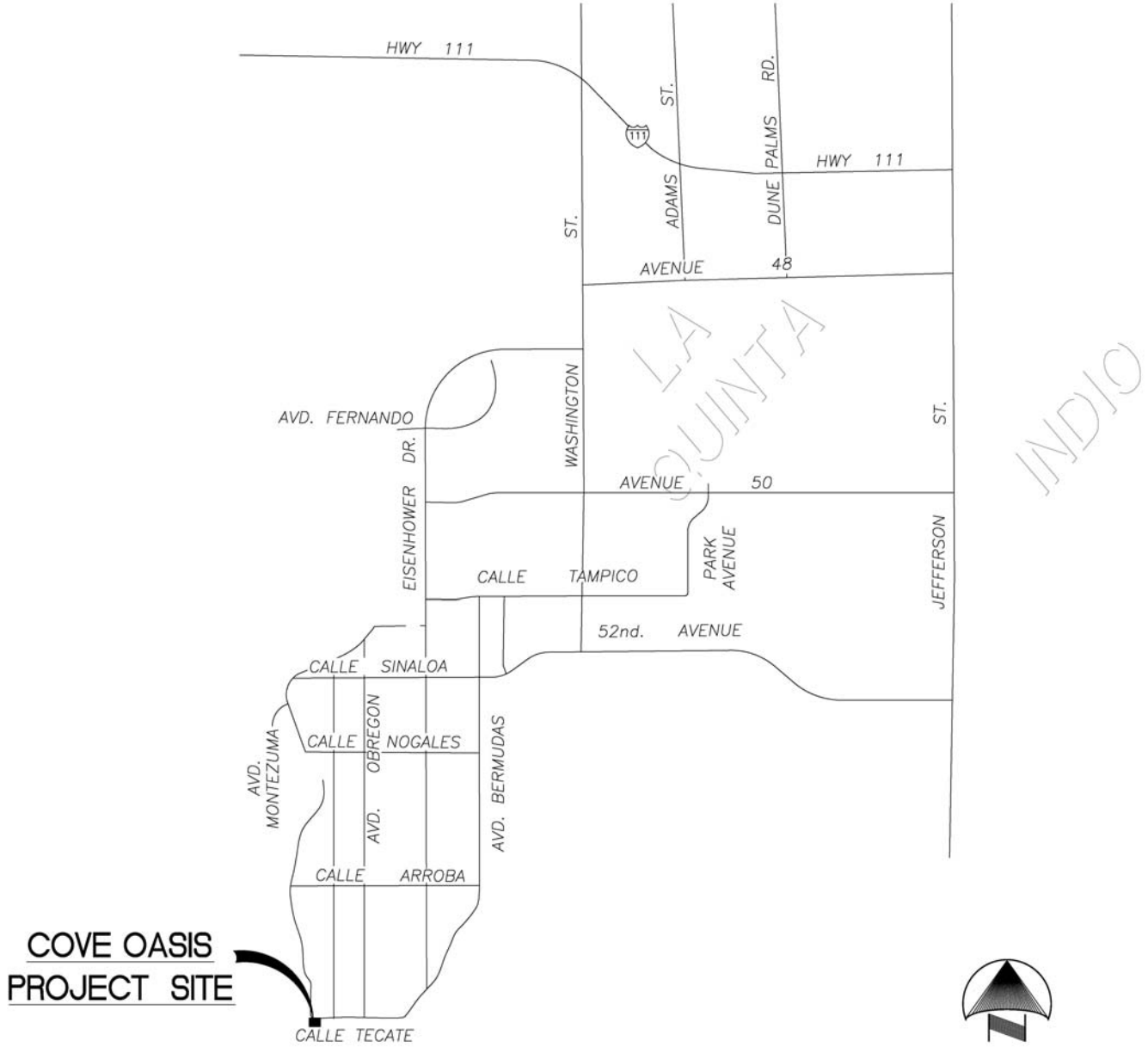
Staff does not recommend an alternative.

Prepared by: Ed Wimmer, P.E., Principal Engineer

Approved by: Timothy R. Jonasson, P.E. Design and Development Director/City Engineer

Attachment: 1. Vicinity Map

# ATTACHMENT 1: VICINITY MAP



[Click here to return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

**AGENDA TITLE:** ACCEPT YMCA BUILDING TURF CONVERSION (PROJECT NO. 2014-01C)  
LOCATED AT 49955 MOON RIVER DRIVE

### RECOMMENDATION

Accept the YMCA Building Turf Conversion; authorize the City Clerk to file a Notice of Completion with the Office of the County Recorder; and authorize staff to release retention in the amount of \$4,275, thirty-five days after the Notice of Completion is recorded.

### EXECUTIVE SUMMARY

- This project installed water efficient landscape at the YMCA Facility.
- The work is complete and Council acceptance will close the contract and allow final payment.

### FISCAL IMPACT

The following is the financial accounting for Project No. 2014-01C:

Original Contract Amount	\$ 85,188
Contract Change Order No. 1	\$ 300
Final Contract Amount	\$ 85,488
<b>Project Budget</b>	<b>\$ 114,891</b>
Final Contract Amount	(\$ 85,488)
Design, Professional, & Personnel Costs	(\$ 14,063)
Inspection, Survey, Testing, Plans, & Other Construction Costs	(\$ 5,115)
Anticipated CVWD Turf Conversion Rebate	\$ 14,440
<b>Anticipated Funds Remaining*</b>	<b>\$ 24,665</b>

\* All costs to date have been accounted for and no further costs are anticipated.

There is adequate funding to close this project with the final retention amount of \$4,275 being paid from account number 401-0000-20600. The anticipated savings (\$24,665) will be utilized by the Facilities Department to complete interior LED lighting and heating/air conditioning improvements as approved by Council for this project on October 7, 2014.

### **BACKGROUND/ANALYSIS**

On November 1, 2016, Council awarded an \$85,188 contract to Kirkpatrick Landscaping Services, Inc., to construct the YMCA Building Turf Conversion, (Project No. 2014-01C), (Attachment 1).

On December 5, 2016, a Notice to Proceed was issued with a 45 working day completion time on December 6, 2016 and ending on February 13, 2017. The project was deemed substantially complete on December 29, 2016. No liquidated damages or early completion incentives are recommended.

Contract Change Order No. 1 was issued to replace an existing tree that had blown over in a wind storm. No contract quantity adjustments were required.

The project construction effort is complete and is in compliance with the plans and specifications. Staff recommends acceptance of the project and release of the retention thirty-five days after the Notice of Completion is recorded.

### **ALTERNATIVES**

Staff does not recommend an alternative.

Prepared by: Ed Wimmer, P.E., Principal Engineer

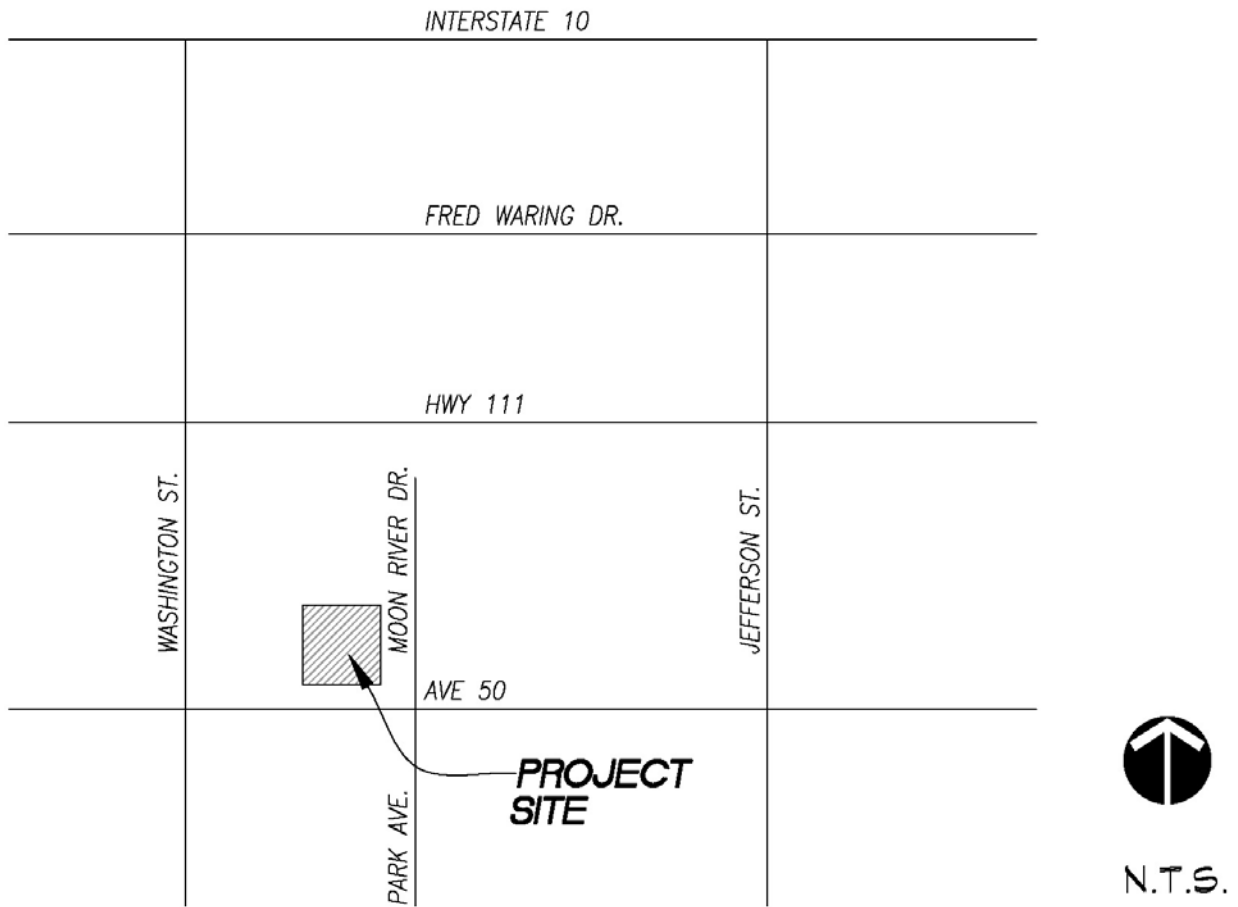
Approved by: Timothy R. Jonasson, P.E. Design and Development Director/City Engineer

Attachment: 1. Vicinity Map



# Attachment 1: YMCA Landscape Improvements Vicinity Map

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# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

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**AGENDA TITLE:** AUTHORIZE OVERNIGHT TRAVEL FOR DEPUTY CITY CLERK TO ATTEND CITY CLERKS ASSOCIATION OF CALIFORNIA TECHNICAL TRAINING FOR CLERKS SERIES 300 IN RIVERSIDE, CALIFORNIA, MARCH 14-17, 2017

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### RECOMMENDATION

Authorize overnight travel for the Deputy City Clerk to attend the City Clerks Association of California Technical Training for Clerks Series 300, in Riverside, California, March 14-17, 2017.

### EXECUTIVE SUMMARY

- The Deputy City Clerk seeks additional knowledge of the Clerk profession and the laws and ethics that govern it. This training is an important component of the City mentoring program.
- Technical Training for Clerks (TTC), Series 300, is a four-day intensive program. Staff will gain knowledge in key areas such as managing and supervising employees, meeting administration, records management, messaging for public and media, negotiation and assessment skills, management and communication skills, ethics and personal values, diversity in organizations, and the Clerk's role in crisis management.

### FISCAL IMPACT

Estimated expenses are \$2,200, which includes registration, travel, lodging, and meals for four days. The City Clerks Association of California (CCAC) approved a one-time \$400 scholarship, which the City will receive after the training is completed. The remaining funds (\$1,800) are available in the 2016/17 Travel and Training budget (Account Nos. 101-1005-60330 and 101-1005-60320).

### BACKGROUND/ANALYSIS

The CCAC was founded in 1977 with the objective of promoting the Clerk profession throughout the state. It provides mentoring programs, leadership and management training opportunities, fosters proactive programs to promote effective legislation, and promotes uniform and improved standards of effectively administering Clerk duties.

This training is one of four required courses in obtaining the *Certified Municipal Clerk* certification and will offer the Deputy City Clerk both, a wide range of technical clerk knowledge and training in a concentrated amount of time, and the ability to network with other professionals performing similar duties.

### ALTERNATIVES

The Council may elect not to authorize this request.

Prepared by: Monika Radeva, Deputy City Clerk

Approved by: Susan Maysels, City Clerk

Attachment:           1. TTC Series 300 Schedule Brochure

## Welcome from Maureen Kane, TTC Institute Director



Maureen Kane has served as TTC Institute Director since the program was developed in 2002. She is the instructor of record at the University of California Riverside. Maureen was honored to receive the 2013 IIMC Institute Director Award of Excellence in recognition of her contributions to the educational needs of Municipal Clerks and the advancement of the profession. Her focus on personal and professional development has created a “living program” which includes emerging topics and latest skill training.

With a diverse background in municipal and non-profit organizations, Maureen is a frequent trainer and speaker. She is a current and founding board member of the California Ethics and Democracy Project. Maureen served as the Mayor’s Chief of Staff in the City of Riverside until May 2015 and was elected to the Riverside City Council from 1993 to 2002. She served as a Board Consultant to the California Air Resources Board from 2004 to 2012.

Her past affiliations include: Member of the National League of Cities Finance, Administration and Intergovernmental Relations Committee, Chair of the League of California Cities Revenue and Taxation Committee, Executive Director of Continuing Education for Public Officials, President of the California Association of Leadership Programs. She has served as the Board President of a number of non-profit organizations and continues to serve on boards focused on community assets and leadership training. Maureen is a licensed California registered nurse.

For Information [www.maureenkane.com](http://www.maureenkane.com)  
To contact Maureen Kane **Phone: (951) 789-8319**  
**Email: [maureen@maureenkane.com](mailto:maureen@maureenkane.com)**  
**or [TTCwithKane@aol.com](mailto:TTCwithKane@aol.com)**  
Mailing address **Maureen Kane & Associates, Inc.**  
**P.O. Box 52355**  
**Riverside, CA 92517**

**CCAC Scholarship and Mentor Information** **CCAC Professional Development Director Dawn G. Abrahamson, MMC**  
**City Clerk of the City of Vallejo**  
[dabrahamson@ci.vallejo.net](mailto:dabrahamson@ci.vallejo.net)

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The program begins **Tuesday morning, March 14th at 9:00** and concludes **Friday, March 17th at 3:30**. Participants earn 30 hours of IIMC course credit (15 points) toward the CMC and COB credential. **Attendance at all sessions is required for course completion credit. There is no provision for partial credit or “make-up” assignments.**

Program Fee: \$1670

\$70 Cash Discount for payment via check

\$50 CCAC Member Early Bird Discount for registration completed prior to February 15th

**CCAC members who take advantage of the discounts opportunities are eligible for a total fee of \$1550!**

Fee includes program fees, supplies, parking, Tuesday evening reception, Thursday evening banquet and daily breakfast and lunch.

### TTC Series 300 Schedule

- 301 The Municipal Clerk as a Manager
- 302 Meeting Administration
- 303 Records Management
- 304 Messaging for Public and Media
- 305 Supervising Employees
- 306 General Law
- 307 Negotiation and Assessment Skills
- 308 Writing Skills
- 309 Ethics of Profession
- 310 Diversity in Organizations

Participants are responsible for their own housing accommodations. There are a number of hotel facilities within a short distance from the education building.

Optional: 3 units of UCR Extension credit are available for an additional fee of \$150 paid directly to Regents UC. This fee is payable after arrival at UCR and completion of all TTC registration.

**Cancellation Policy:** No refunds if cancellation is received 2 weeks or less prior to the session. Administrative fee of \$100 for all cancellations received more than 2 weeks prior to conference date.

## ATTACHMENT 1

**Technical Training for Clerks is a professional development program focusing on basic clerk duties, current trends, issues and challenges. The goal of the program is to increase technical skills and to enhance personal and professional growth.**

The TTC program is comprised of four unique sessions offering a variety of courses that adhere to the International Institute of Municipal Clerks core curriculum. **The four TTC Series may be taken in any order.**

**A letter of completion is issued for each 30 hour series completed. Completion of all 4 series is required for a certificate from TTC, CCAC and UCR. There is also an opportunity to receive an additional certificate in California Municipal Clerk training from UCR Extension for an additional fee and course work.**

The program is held at the University of California Riverside Extension Center and is an affiliate of the League of California Cities. Our trainers are professional clerks, university instructors and municipal government professionals.

### 2017 Dates:

Series 400 June 20–23  
Series 100 September 12–15

**TTC is recognized by the City Clerks Association of California (CCAC) and the California Clerk of the Board of Supervisors Association (CCBSA) as an official training program leading to the professional accreditation of Certified Municipal Clerk (CMC) and Certified Clerk of the Board (CCB).**

**University of California  
Riverside Extension  
1200 University Avenue  
Riverside, CA 92507**

As co-sponsor and host of the TTC program, UCR Extension is part of the 10-campus University of California system and the world's largest and most renowned centers of higher education. UCR provides classroom and double occupancy housing in one building. Each room provides a private bathroom, TV, and free local phone services.



c/o Maureen Kane  
P.O. Box 52355  
Riverside, CA 92517

**TTC**  
**Technical Training**  
**for Clerks**

# Technical Training for Clerks

**Series 300**  
**March 14-17, 2017**

### Conveniently Located

Ontario (airport)	25 min.
Los Angeles	60 min.
San Diego	90 min.
Palm Springs	45 min.
San Francisco	7 hrs.
Las Vegas	4 hrs.

<b>Southland Recreation</b>	
Disneyland	55 min.
Universal Studios	65 min.
Knotts Berry Farm	45 min.
Mountains	40 min.
Beaches	55 min.

• Sacramento

• San Francisco

**Riverside**

Los Angeles • Palm Springs

Newport Beach • San Diego



Endorsed by CCAC  
Board of Directors



University of California Riverside Extension  
1200 University Avenue • Riverside, CA 92507

# City of La Quinta

## CITY COUNCIL MEETING: STAFF REPORT

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**AGENDA TITLE:** AUTHORIZE OVERNIGHT TRAVEL FOR FIVE PLANNING COMMISSIONERS, THE DESIGN AND DEVELOPMENT DIRECTOR AND PLANNING MANAGER TO ATTEND THE ANNUAL PLANNING COMMISSIONERS ACADEMY IN LOS ANGELES, CALIFORNIA, MARCH 1-3, 2017

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### RECOMMENDATION

Authorize overnight travel for five Planning Commissioners, the Design and Development Director and Planning Manager to attend the League of California Cities Annual Planning Commissioners Academy in Los Angeles, California, March 1-3, 2017.

### EXECUTIVE SUMMARY

- The League of California Cities facilitates an Annual Planning Commissioners Academy (Academy), which offers sessions on major planning and land-use issues as well as provides networking opportunities.
- The location rotates between northern and southern California cities. This year the event will be held in Los Angeles.
- Commissioners Bettencourt, Blum, Caldwell, Wright, and Quill are planning to attend this year's Academy.

### FISCAL IMPACT

Estimated expenses are \$7,385, which includes registration, lodging and parking. Funds are available in the Department's Administration and Planning Division Travel and Training Budget (Account Nos. 101-6001-60320 and 101-6002-60320).

### BACKGROUND/ANALYSIS

The Academy is a three-day event focusing on major planning and land-use issues affecting local governments. Education sessions and forums include:

- Essential planning tools
- California Environmental Quality Act
- The impact of planning policy and community design on a community
- The planning process before project approval
- Basic topics that a planning commissioner needs to know when reviewing planning documents and land use cases.

Planning Commissioners Bettencourt, Blum, Caldwell, Quill and Wright would like to attend, as well as the Design and Development Director and Planning Manager.

### **ALTERNATIVES**

The Council may elect to not authorize this travel or reduce the number of attendees.

Prepared by: Wanda Wise-Latta, Executive Assistant

Approved by: Timothy R. Jonasson, Design and Development Director



# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

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**AGENDA TITLE:** AUTHORIZE OVERNIGHT TRAVEL FOR ACCOUNT TECHNICIAN IN THE FINANCE DEPARTMENT TO ATTEND TYLER USER CONFERENCE IN SAN ANTONIO, TEXAS, MAY 7-10, 2017

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### RECOMMENDATION

Authorize overnight travel for Account Technician in the Finance Department to attend Tyler user conference in San Antonio, Texas, May 7-10, 2017.

### EXECUTIVE SUMMARY

- In July 2014, the City purchased the Tyler Incode software to record, monitor, budget, and report all of the City's financial transactions.
- Tyler user conference is presented by Tyler Connect and offers educational sessions that highlight software enhancements and advanced training.
- The Account Technician will gain knowledge in key areas of their job.

### FISCAL IMPACT

Estimated expenses are \$2,200, which includes registration, hotel, travel, parking, and meals. Funds are available in the Finance department's Travel and Training budget (Account No 101-1006-60320).

### BACKGROUND/ANALYSIS

The City currently uses Tyler Incode as its financial software to process accounts payables, accounts receivables, purchase orders, general ledger accounting, payroll, capital project accounting, fixed assets, budgeting, and bank and investment reconciliations. The financial software is an integral part of Finance's daily operations and is used by all City departments.

Tyler Connect user conferences offer the opportunity to discover new ways to boost productivity and improve financial services being used. The conference will give staff an opportunity to interact and learn directly from Tyler Technologies staff and engage with peers from across the country to exchange ideas, insights and solutions. In addition, the newest Tyler financial products will be featured in various hands on labs and educational sessions.

### ALTERNATIVES

The Council may elect not to authorize this request.

Prepared by: Karla Campos, Finance Director  
Approved by: Frank J. Spevacek, City Manager

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# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

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**AGENDA TITLE:** RECEIVE AND FILE REVENUE AND EXPENDITURE REPORTS DATED NOVEMBER 30, 2016

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### RECOMMENDATION

Receive and file revenue and expenditure reports dated November 30, 2016.

### EXECUTIVE SUMMARY

- Revenue and expenditure reports are submitted for City Council review.
- The report summarizes the City's year-to-date (YTD) revenues and expenditures for November 2016 (Attachment 1).

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

#### **Revenues**

Below is a summary of the column headers used on the *Revenue Summary Report All Funds*:

Original Total Budget – represents the revenue budget the Council adopted in June 2016 for fiscal year 2016/17.

Current Total Budget – includes original adopted revenue budget, plus carryovers, from the prior fiscal year and Council approved budget amendments. The bulk of the carryovers are related to Capital Improvement Project (CIP) matters. Each year total CIP projects are budgeted; however, project length may span over multiple years. Therefore, unfinished projects from the prior year are carried over (along with associated revenue reimbursements).

Period Activity – represents actual revenues received in the reporting month.

Fiscal Activity – presents actual revenues collected year to date (YTD). For example, the November report shows revenues collected in November in the *Period Activity* column, but revenues collected from the beginning of the FY through the end of the reporting month for 2016/17 are presented in the *Fiscal Activity* column.

Variance Favorable/(Unfavorable) – represents the difference between YTD collections and the budgeted amount.

Percent Used – represents the percentage of budgeted revenues collected YTD.

The revenue report includes revenues and transfers into funds from other funds (income items). Unlike expenditures, revenues are not received uniformly throughout the year, which results in peaks and valleys depending upon large payments that are received throughout the year. For example, large property tax payments are usually received in December and May. Similarly, Redevelopment Property Tax Trust Fund payments are typically received in January and June.

## **November Revenues**

\$1.7 million in General Fund revenues were collected in November bringing the total YTD collections to 13.67 percent (\$5,522,286). Total collections for all funds in November were \$2,831,611; bringing total YTD collections to 16.21 percent (\$12.3 million).

The bulk of General Fund revenues for November consisted of:

- \$79,716 – Communications Franchise Fees (Frontier)
- \$589,700 – Sales Tax
- \$873,608 – Transient Occupancy (Hotel) Tax

The larger non-General Fund payments received in November consisted of:

- \$144,749 – Housing Authority federal rental assistance
- \$163,028 – Housing Authority second trust deed repayments
- \$273,371 – SilverRock golf green fees

## **Expenditures**

Below is a summary of the column headers used on the *Expenditure Summary Report All Funds*:

Original Total Budget – represents the expenditure budget adopted by Council in June 2016 for 2016/17.

Current Total Budget – includes the original adopted expenditure budget plus any carryovers from the prior fiscal year, and any Council approved budget amendments. The bulk of the carryovers are related to CIP matters. Each year total CIP projects are budgeted; however, project length can span over multiple years. Therefore, unfinished projects from the prior year are carried over (along with associated revenue reimbursements).

Period Activity – represents actual expenditures made in the reporting month.

Fiscal Activity – presents actual expenditures made YTD. For example, the

November report shows expenditures made in the *Period Activity* column, but expenditures made during the fiscal year from July 2016 through the end of the reporting period are presented in the *Fiscal Activity* column.

Variance Favorable/ (Unfavorable) – represents the difference between YTD expenditures and the budgeted amount (the amount yet to be expended).

Percent Used – represents the percentage of budget spent to date.

The expenditure report includes expenditures and transfers out to other funds. Unlike revenues, expenditures are fairly consistent month to month. However, large debt service payments or CIP expenditures can cause swings.

### **November Expenditures**

General Fund expenditures in November total \$1.0 million bringing the total YTD expenditures to 20.85 percent. Of the \$1.0 million, \$772,742 is related to personnel costs (salaries, benefits, etc.). November included three payroll periods. In addition to personnel costs, the other larger General Fund expenditures in November were:

- \$22,509 – Marketing and tourism promotions
- \$24,058 – Vacant land dust control
- \$28,575 – Park maintenance and landscaping

Total expenditures for all funds in November were \$2.3 million bringing total expenditures to 32.68 percent. The larger non-General Fund expenditures were:

- \$102,265 – Design services for capital improvement projects
- \$283,212 – SilverRock golf course management
- \$301,232 – Construction costs relating to capital projects (turf conversions and parkway improvements, Eisenhower Drive pavement stabilization, and La Quinta park restroom)

### **Summary**

All funds are generally on target or under budget with regard to expenditures. The timing imbalance of revenues receipts versus expenditures is funded from the City's cash flow reserve.

Prepared by: Karla Campos, Finance Director

Approved by: Frank J. Spevacek, City Manager

Attachment: 1. Revenue and Expenditure Reports for November 2016

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Revenue Summary Report All Funds

November 2016 Summary

For Fiscal: 2016/17 Period Ending: 11/30/2016



City of La Quinta, CA

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	40400600.00	40,408,600.00	1,726,154.44	5,522,286.21	-34,886,313.79	13.67 %
201 - GAS TAX FUND	1299100.00	1,299,100.00	123,275.79	816,982.86	-482,117.14	62.89 %
202 - LIBRARY FUND	2250000.00	2,250,000.00	0.00	652,482.02	-1,597,517.98	29.00 %
210 - FEDERAL ASSISTANCE FUND	125800.00	125,800.00	0.00	0.00	-125,800.00	0.00 %
212 - SLESF (COPS) FUND	100100.00	100,100.00	8,333.33	62,634.53	-37,465.47	62.57 %
213 - JAG FUND	9000.00	9,000.00	0.00	0.42	-8,999.58	0.00 %
215 - LIGHTING & LANDSCAPING FUND	1447400.00	1,447,400.00	0.00	512,714.00	-934,686.00	35.42 %
218 - CV VIOLENT CRIME TASK FORCE	22600.00	22,600.00	4,992.00	17,038.65	-5,561.35	75.39 %
219 - ASSET FORFEITURE	0.00	0.00	0.00	15.18	15.18	0.00 %
220 - QUIMBY FUND	87000.00	87,000.00	0.00	8,809.50	-78,190.50	10.13 %
221 - AB 939	52500.00	52,500.00	0.00	1,207.30	-51,292.70	2.30 %
223 - MEASURE A	752500.00	752,500.00	45,153.87	177,588.26	-574,911.74	23.60 %
224 - TUMF	0.00	0.00	0.00	39.97	39.97	0.00 %
225 - INFRASTRUCTURE FUND	0.00	0.00	0.00	38.75	38.75	0.00 %
231 - SUCCESSOR AGCY PA 1 RORF	0.00	0.00	29.23	931.99	931.99	0.00 %
235 - SO COAST AIR QUALITY FUND	45300.00	45,300.00	0.00	251.67	-45,048.33	0.56 %
237 - SUCCESSOR AGCY PA 1 ADMIN	0.00	-250,000.00	0.00	18.05	250,018.05	0.01 %
241 - HOUSING AUTHORITY	889600.00	889,600.00	397,469.93	550,174.11	-339,425.89	61.85 %
249 - SA 2011 LOW/MOD BOND FUND	0.00	0.00	130.75	645.31	645.31	0.00 %
250 - TRANSPORTATION DIF FUND	669000.00	669,000.00	65,854.83	171,077.34	-497,922.66	25.57 %
251 - PARKS & REC DIF FUND	350000.00	350,000.00	10,240.00	81,939.45	-268,060.55	23.41 %
252 - CIVIC CENTER DIF FUND	200000.00	200,000.00	8,102.06	40,342.06	-159,657.94	20.17 %
253 - LIBRARY DEVELOPMENT DIF	65000.00	65,000.00	1,720.00	13,760.00	-51,240.00	21.17 %
254 - COMMUNITY CENTER DIF	35600.00	35,600.00	645.00	5,329.98	-30,270.02	14.97 %
255 - STREET FACILITY DIF FUND	35000.00	35,000.00	2,689.81	6,749.81	-28,250.19	19.29 %
256 - PARK FACILITY DIF FUND	7000.00	7,000.00	200.00	1,601.00	-5,399.00	22.87 %
257 - FIRE PROTECTION DIF	80000.00	80,000.00	3,729.17	18,549.17	-61,450.83	23.19 %
270 - ART IN PUBLIC PLACES FUND	98500.00	98,500.00	5,297.93	21,909.63	-76,590.37	22.24 %
299 - INTEREST ALLOCATION FUND	0.00	0.00	38,820.30	204,895.62	204,895.62	0.00 %
310 - LQ FIN AUTHORITY DEBT SVC	678100.00	678,100.00	0.21	636,339.13	-41,760.87	93.84 %
401 - CAPITAL IMPROVEMENT PROGRAMS	7327300.00	20,006,554.38	50,452.94	1,003,163.89	-19,003,390.49	5.01 %
501 - EQUIPMENT REPLACEMENT	456100.00	456,100.00	0.00	91,877.41	-364,222.59	20.14 %
502 - INFORMATION TECHNOLOGY	849800.00	849,800.00	268.00	213,807.84	-635,992.16	25.16 %
503 - PARK EQUIP & FACILITY FND	534700.00	534,700.00	0.00	137,850.78	-396,849.22	25.78 %
504 - INSURANCE FUND	648300.00	648,300.00	8,046.22	164,796.22	-483,503.78	25.42 %
601 - SILVERROCK RESORT	4034800.00	4,034,800.00	330,005.69	1,128,976.09	-2,905,823.91	27.98 %
602 - SILVERROCK GOLF RESERVE	61400.00	61,400.00	0.00	60,015.16	-1,384.84	97.74 %
<b>Report Total:</b>	<b>63,612,100.00</b>	<b>76,049,354.38</b>	<b>2,831,611.50</b>	<b>12,326,839.36</b>	<b>-63,722,515.02</b>	<b>16.21 %</b>



City of La Quinta, CA

# Expenditure Summary Report All Funds

## November 2016 Summary

For Fiscal: 2016/17 Period Ending: 11/30/2016

Fund	Original	Current	Period	Fiscal	Variance	Percent
	Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
101 - GENERAL FUND	41241800.00	45,720,748.96	1,028,029.28	9,531,734.45	36,189,014.51	20.85 %
201 - GAS TAX FUND	1299200.00	1,309,700.00	99,574.68	443,316.22	866,383.78	33.85 %
202 - LIBRARY FUND	1717400.00	1,820,317.75	6,712.60	145,669.48	1,674,648.27	8.00 %
210 - FEDERAL ASSISTANCE FUND	20200.00	20,200.00	0.00	0.00	20,200.00	0.00 %
212 - SLESF (COPS) FUND	0.00	0.00	0.00	5,159.52	-5,159.52	0.00 %
213 - JAG FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
215 - LIGHTING & LANDSCAPING FUND	1467400.00	1,468,700.00	89,029.00	479,021.20	989,678.80	32.62 %
218 - CV VIOLENT CRIME TASK FORCE	46700.00	46,700.00	169.40	4,350.91	42,349.09	9.32 %
220 - QUIMBY FUND	437300.00	4,395,288.74	0.00	201,889.40	4,193,399.34	4.59 %
221 - AB 939	20000.00	20,000.00	0.00	460.10	19,539.90	2.30 %
223 - MEASURE A	651000.00	1,755,784.32	0.00	355,292.15	1,400,492.17	20.24 %
225 - INFRASTRUCTURE FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
231 - SUCCESSOR AGCY PA 1 RORF	0.00	0.00	0.00	12,713,432.38	-12,713,432.38	0.00 %
235 - SO COAST AIR QUALITY FUND	30000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
237 - SUCCESSOR AGCY PA 1 ADMIN	0.00	292,000.00	0.00	19,386.00	272,614.00	6.64 %
241 - HOUSING AUTHORITY	960200.00	960,700.00	229,144.29	408,676.43	552,023.57	42.54 %
249 - SA 2011 LOW/MOD BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
250 - TRANSPORTATION DIF FUND	675900.00	3,489,738.61	0.00	25,049.61	3,464,689.00	0.72 %
251 - PARKS & REC DIF FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
252 - CIVIC CENTER DIF FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
253 - LIBRARY DEVELOPMENT DIF	0.00	0.00	0.00	0.00	0.00	0.00 %
254 - COMMUNITY CENTER DIF	0.00	0.00	0.00	0.00	0.00	0.00 %
255 - STREET FACILITY DIF FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
256 - PARK FACILITY DIF FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
257 - FIRE PROTECTION DIF	0.00	0.00	0.00	0.00	0.00	0.00 %
270 - ART IN PUBLIC PLACES FUND	129000.00	329,000.00	3,148.73	3,148.73	325,851.27	0.96 %
299 - INTEREST ALLOCATION FUND	0.00	0.00	0.00	0.00	0.00	0.00 %
310 - LQ FIN AUTHORITY DEBT SVC	678100.00	678,100.00	0.00	636,337.50	41,762.50	93.84 %
401 - CAPITAL IMPROVEMENT PROGRAMS	190400.00	20,196,783.38	445,662.49	1,838,434.69	18,358,348.69	9.10 %
501 - EQUIPMENT REPLACEMENT	498900.00	545,676.00	9,466.34	75,893.21	469,782.79	13.91 %
502 - INFORMATION TECHNOLOGY	848800.00	848,800.00	29,142.24	321,866.37	526,933.63	37.92 %
503 - PARK EQUIP & FACILITY FND	603700.00	680,200.00	0.00	39,654.60	640,545.40	5.83 %
504 - INSURANCE FUND	649200.00	649,700.00	5,326.75	502,674.00	147,026.00	77.37 %
601 - SILVERROCK RESORT	4262200.00	4,262,500.00	439,592.60	1,499,807.67	2,762,692.33	35.19 %
602 - SILVERROCK GOLF RESERVE	0.00	0.00	0.00	0.00	0.00	0.00 %
<b>Report Total:</b>	<b>56,427,400.00</b>	<b>89,520,637.76</b>	<b>2,384,998.40</b>	<b>29,251,254.62</b>	<b>60,269,383.14</b>	<b>32.68 %</b>



# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

**AGENDA TITLE:** APPROPRIATE FUNDING, INCLUDE IN FISCAL YEAR 2016/17 BUDGET, AND AWARD A CONTRACT SERVICES AGREEMENT TO AMERICAN FENCE COMPANY, INC. FOR THE SILVERROCK RESORT TEMPORARY BIGHORN SHEEP FENCE

### RECOMMENDATION

Appropriate \$802,606 of unallocated general funds, include this project in the Fiscal Year 2016/17 Budget, and award a Contract Services Agreement in the amount of \$496,206 to American Fence Company, Inc. for the rental of the SilverRock Resort Temporary Bighorn Sheep Fence; and authorize the City Manager to execute the agreement.

### EXECUTIVE SUMMARY

- In 2003, as part of the original environmental approval of the SilverRock Resort project, a protective fence was to be constructed in the event that Peninsular Bighorn Sheep (PBS) were accessing the property from the adjacent mountain.
- In October 2016 the City approved Site Development Permit (SDP) 2016-0005 to construct a luxury hotel and other amenities at SilverRock Resort.
- In November 2016 the City received an appeal to SDP 2016-0005 due to the PBS fence not being required; Condition of Approval CC-1 was added requiring a temporary fence be constructed between the golf course and the mountain.
- The City advertised for proposals and on January 19, 2017 American Fence Company, Inc. from San Marcos, California submitted the only proposal.

### FISCAL IMPACT

This project is not funded in the 2016/17 budget. Staff recommends appropriating \$802,606 from unallocated general fund reserves and to increase the budget in account number 101-7006-60157:

	<b>Unallocated General Fund</b>
Professional/Design:	\$ 49,600
Environmental Monitoring:	\$ 111,000
Inspection/Testing/Survey:	\$ 48,000
Rental Agreement (Construction):	\$ 496,206
City Administration:	\$ 24,800
Contingency:	\$ 73,000
<b>Total Budget:</b>	<b>\$ 802,606</b>

The rental agreement has a total not to exceed amount. The repair services are an allowance only and will not be paid unless the contractor repairs damages that are not covered under the warranty. The break down for the \$496,206 is:

	<b>Lump Sum</b>	<b>Not to Exceed</b>	<b>Service as Needed</b>
Installation/Rental Cost (2 years):	\$ 383,846		
Repair Service (Allowance):			\$ 91,200
Removal:		\$ 21,160	
<b>Total Cost:</b>	<b>\$ 383,846</b>	<b>\$ 21,160</b>	<b>\$ 91,200</b>

### BACKGROUND/ANALYSIS

On October 25, 2016, the Planning Commission approved SDP 2016-0005 including a 140 room luxury hotel, 29 hotel-branded residences, a spa, a meeting and conference center, and a shared service facility at SilverRock Resort.

On November 8, 2016, the Sierra Club and Center for Biological Diversity filed an administrative appeal of the Planning Commission decision. The appeal was based in large part on the project not including the immediate construction of a barrier fence between the existing Arnold Palmer Golf Course and the adjacent mountain to prevent PBS from accessing the course.

On December 20, 2016, Council modified the Planning Commission’s approval by adding Condition of Approval CC-1 for the SDP, which requires a temporary 8-foot fence between the golf course and the mountain to address the appellant’s concerns. The Council also authorized staff to advertise for construction proposals for the fence. On December 21, 2016, staff solicited proposals from qualified fence rental contractors, which included a requirement to repair the fence during the 2-year term; the City received one proposal from American Fence Company.

Staff recommends awarding a Contract Services Agreement to American Fence Company, Inc. (Attachment 2). The environmental monitoring budget consists of 4 items: 1) tribal/cultural resources monitor for 30 days (\$32,000), bio-monitor for 30 days (\$33,000), archeological monitor for 30 days (\$15,000) and remainder for monitoring for additional construction days (if needed) or other environmental mitigation. The construction contingency amount includes additional money for taller fence panels (if needed) adjacent to steep slopes.

The following is the proposed project schedule:

Council Considers Project Award	February 7, 2017
Execute Contract and Mobilize	February 8 to February 28, 2017
Construction (30 Calendar Days)	March 1 to March 30, 2017
First Year Rental	March 31, 2017 to March 31, 2018
Second Year of Rental (if needed)	March 31, 2018 to March 31 2019

## ALTERNATIVES

No alternative action is recommended.

Prepared by: Ed Wimmer, P.E., Principal Engineer

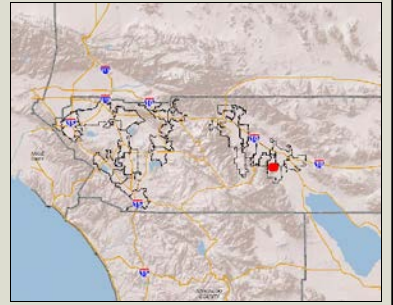
Approved by: Timothy R. Jonasson, P.E., Design and Development Director/City Engineer

Attachments:       1. SilverRock Temporary Chain Link Fence Exhibit  
                          2. Contract Services Agreement

[Click here to return to Agenda](#)

# Attachment 1: SilverRock Resort Temporary Bighorn Sheep Fence

## Tradition to CVWD Canal



### Legend

- Display Parcels
- roadsanno
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers

ATTACHMENT 1



0 632 1,265 Feet



\*IMPORTANT\* Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 11/22/2016 8:58:09 AM

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### Notes

Approximately 6,300 lineal feet

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**CONTRACT SERVICES AGREEMENT**

THIS CONTRACT SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, a California municipal corporation ("City"), and **AMERICAN FENCE COMPANY, INC., an Arizona Corporation** ("Contractor").

**RECITALS**

WHEREAS, City desires to utilize the services and equipment of Contractor as an independent contractor to furnish, install, maintain, repair, and remove a Temporary Fence for the duration of this Agreement.

WHEREAS, Contractor represents that it is fully qualified to furnish the equipment and perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

WHEREAS, City desires to retain Contractor, and Contractor desires to serve City to furnish this equipment and perform these services subject to the terms contained herein and all applicable local, state, and federal laws and regulations.

NOW, THEREFORE, based on the foregoing Recitals and in consideration of the performance by the parties of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

**1.0 DEFINITIONS**

1.1. "Temporary Fence" shall mean an eight-foot (8-foot) high new or like-new chain link fence to be provided under this Agreement, and pursuant to specifications required by the City, to be installed by Contractor at the SilverRock Property as identified in the Temporary Fence Location Site Plan attached hereto as Exhibit "A" and incorporated herein by reference ("Fence Site Plan").

1.2. "SilverRock Property" shall mean that real property located at the southwest corner of the intersection of Jefferson Street and Avenue 52 in the City.

**2.0 SERVICES OF CONTRACTOR**

2.1. Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the equipment and those services related to the furnishing, installation, maintenance, repair, and removal of the Temporary Fence as specified in the "Scope of Services" attached hereto as Exhibit "B" and incorporated herein by this reference (the "Services"). Contractor represents and warrants that Contractor is a provider of first-class work and services and Contractor is experienced in performing the Services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be new or like-new and of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

2.2. Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 1600, *et seq.*, (collectively, the "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 ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Contractor will maintain and will require all subcontractors to maintain valid and current California Department of Industrial Relations ("DIR") Public Works Contractor registration during the term of this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. Contractor shall defend (with counsel selected by City), indemnify, and hold 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. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contractor shall require the same of all subcontractors.

2.3. Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.



2.4. Familiarity with Work. By executing this Agreement, Contractor warrants that (a) it has thoroughly investigated and considered the Services to be performed; (b) it has investigated the site where the Services are to be performed and fully acquainted itself with the conditions there existing; (c) it has carefully considered how the Services should be performed; and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contractor shall immediately inform City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer (as defined in Section 5.2 hereof).

2.5. Standard of Care. Contractor acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor's work will be held to a heightened standard of quality and workmanship. Consistent with Section 2.4 hereinabove, Contractor represents to City that it holds the necessary skills and abilities to satisfy the heightened standard of work as set forth in this Agreement. Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the Services performed by Contractor, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contractor shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contractor.

2.6. Additional Services. In accordance with the terms and conditions of this Agreement, Contractor shall perform work in addition to those specified in the Scope of Services only when directed to do so by the Contract Officer, provided that Contractor shall not be required to perform any additional work without compensation. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contractor. It is expressly understood by Contractor that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. Any addition in compensation not exceeding five percent (5%) of the Contract Sum may be approved by the Contract Officer. Any greater increase must be approved by the City Council.

2.7. Special Requirements. Additional terms and conditions of this Agreement, if any, are set forth in Exhibit "E" (the "Special Requirements") which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

### 3.0 COMPENSATION

3.1. Contract Sum. For the Services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with Exhibit "C" (the "Schedule of Compensation") in a total amount not to exceed Four Hundred Ninety-Six Thousand, Two Hundred Six dollars (\$496,206.00) (the "Contract Sum"), except as provided in Section 2.6. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of

completion of Services, payment for time and materials based upon Contractor's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by City; Contractor shall not be entitled to any additional compensation for attending said meetings. Compensation shall include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses only when and if specified in the Schedule of Compensation.

3.2. Method of Payment. Any month in which Contractor wishes to receive payment, Contractor shall submit to City no later than the tenth (10th) business day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials; and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contractor specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, payment shall be made to Contractor from City within thirty (30) days.

3.3. Retention. City may pay Contractor a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 9.3 of this Agreement for retention of funds.

#### 4.0 PERFORMANCE SCHEDULE

4.1. Time of Essence. Time is of the essence in the performance of this Agreement. If the work is not completed in accordance with the Schedule of Performance, as set forth in Section 4.2, it is understood that the City will suffer material damage.

4.2. Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently, within the time period established in Exhibit "D" (the "Schedule of Performance"), and that the temporary chain link fence shall be furnished and installed within 30 calendar days from Notice to Proceed. Notice to Proceed shall be issued 21 calendar days from Notice of Award. Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

4.3. Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4. Term. Unless earlier terminated in accordance with Sections 9.8 or 9.9 of this Agreement, this Agreement shall commence on February 8, 2017 and terminate one (1) year after the Temporary

Rental Fence is installed and accepted by the City ("Initial Term"). Unless otherwise terminated pursuant to this Agreement, this Agreement shall automatically be extended after the expiration of the Initial Term on a month-to-month basis, with each month being an "Extended Term" of the Agreement until such time as the Agreement is terminated. The total period between the commencement date until the date of termination as provided for in this Agreement shall be the "Term" or "term" of this Agreement.

4.5. Notice for Removal of Fence Prior to Termination. Termination of this Agreement shall include a notice for Contractor to remove the Temporary Fence, including any subterranean anchoring and all other materials that comprise the Temporary Fence, and the notice may be included with the notice of termination as provided for in Section 9.8 or 9.9 of this Agreement.

## 5.0 COORDINATION OF WORK

5.1. Representative of Contractor. The following principals of Contractor ("principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

a. Tim McKeon, Project Manager

*E-mail:* tim.mckeon@americanfence.com

b. Jason Price, Regional Operations Manager

*E-mail:* jason.price@americanfence.com

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2. Contract Officer. The "Contract Officer" shall be the Director of the Design and Development Department at the City or such other person as may be designated in writing by the City Manager of City. It shall be Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

5.3. Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contractor, its principals, and employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contractor shall not subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all

transfers into account on a cumulative basis. Any attempted or purported assignment or subcontracting by Contractor without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contractor of any liability hereunder without the express consent of City.

5.4. Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents, or employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contractor shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation laws regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

5.5. Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Contractor represents that the Services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6. City Cooperation. City shall provide Contractor with any plans, publications, reports, statistics, records, or other data or information pertinent to Services to be performed hereunder which are reasonably available to Contractor only from or through action by City.

5.7. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by

Contractor, and removing or relocating such unidentified utility facilities. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.8. Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

5.8.1. Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

5.8.2. City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.6 of this Agreement.

5.8.3. That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.

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

## 6.0 INSURANCE

6.1. Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in Exhibit "F" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof. Failure to procure and maintain the Insurance Requirements as set forth in Exhibit F

for any duration of the term of the Agreement is a material breach of this Agreement and is cause for termination.

## 7.0 INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in Exhibit "G" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

## 8.0 RECORDS AND REPORTS.

8.1. Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services as the Contract Officer shall require. Contractor hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

8.2. Records. Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by Contractor's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

8.3. Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium (the "Documents and Materials") prepared or caused to be prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the expiration or termination of this Agreement, and Contractor shall have

no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contractor will be at City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise, or assignment. Contractor may retain copies of such Documents and Materials for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contractor for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contractor from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

8.4. 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, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all of the Documents and Materials. Contractor makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contractor or provided to Contractor by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

8.5. Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer or as required by law. Contractor shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

8.6. Confidentiality. Contractor covenants that all data, documents, discussion, or other information, if any, developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor to any person or entity without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data, documents, discussion, or other information shall be returned to City upon the termination or expiration of this Agreement. Contractor's covenant under this Section shall survive the termination or expiration of this Agreement.

## 9.0 ENFORCEMENT OF AGREEMENT.

9.1. California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court

in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety, and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 9.8. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

9.3. Retention of Funds. Payments shall be made in accordance with the provisions of Article 3 of this Agreement. In accordance therewith, City may pay Contractor a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. A five (5) percent retention will be withheld from payment and will be released in four (4) equal quarterly increments through the end of the initial term as long as all lien release(s) are provided and the Contractor does not have any outstanding fees that may have been assessed during the initial one year term. In the event there are any claims specifically excluded by Contractor from the operation of the release, City may retain proceeds (per Public Contract Code Section 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

9.4. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contractor requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.5. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.6. Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.



9.7. Material Delay Fees for Failure to Complete Installation of Fence, or Failure to Maintain or Repair Fence. It is agreed and understood by Contractor that, for the duration of the Term, time is of the essence in the full performance of this Agreement, including but not limited to performance of the installation of, and any and all maintenance and repair work for, the Temporary Fence. Since any delay in performance of this Agreement is material to the purpose of the Temporary Fence as set forth in the Scope of Work, Contractor (and its sureties if not paid by Contractor) shall be subject to and shall pay to City the sum of FIVE THOUSAND DOLLARS (\$5,000.00) for each day of delay (the "Installation Delay Fee") in failing to timely complete the installation of the Temporary Fence. Furthermore, Contractor (and its sureties if not paid by Contractor) shall be subject to and shall pay to the City the sum of SIX HUNDRED TWENTY FIVE DOLLARS (\$625.00) for each day of delay (the "Maintain/Repair Delay Fee") in the failing to timely maintain or repair the Temporary Fence, as set forth in the Services required by this Agreement and the Schedule of Performance. (The Installation Delay Fee and Maintain/Repair Delay Fee are collectively referred to as a "Material Delay Fee(s).") In explanation and not limitation of the fee provisions in this Section, if repair work is not completed as required under the Scope of Services, Contractor shall be subject to and shall pay to City the Material Delay Fee for each day the repair work is not timely completed. In addition, the Material Delay Fee shall be charged against Contractor for failure to comply with the Emergency Call Out requirements described in the Scope of Services. City may withhold from Contractor an amount payable to Contractor under this Agreement that is equal to the amount of the Material Delay Fee(s) charged against Contractor pursuant to this Section. City's right to charge and receive payment of the Material Delay Fee is in addition to any and all other rights and remedies available to City under this Agreement or at law and in equity resulting from a material delay in performance by Contractor. Any damages sustained by City for Contractor's failure to pay the Material Delay Fee, and any excess costs sustained by City for work performed by any third party or City as a result of Contractor's failure to timely perform the installation or maintenance and repair Services, shall be liabilities of Contractor and Contractor's sureties.

9.8. Termination And Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section 9.9 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor. Upon receipt of any notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 9.3.

9.9. Termination for Default of Contractor. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City-owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 9.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 9.3.

9.10. Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a Party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall

be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

#### 10.0 CITY OFFICERS AND EMPLOYEES: NONDISCRIMINATION.

10.1. Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.2. Conflict of Interest. Contractor covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of the Services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.3. Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

#### 11.0 MISCELLANEOUS PROVISIONS

11.1. Notice. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:  
CITY OF LA QUINTA  
Attention: City Manager  
78-495 Calle Tampico  
La Quinta, CA 92253

To Contractor:  
AMERICAN FENCE COMPANY, INC.  
Attention: Jason Price, Regional Operations  
Manager  
1075 Grand Avenue  
San Marcos, CA 92078

11.2. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

11.3. Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

11.4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

11.5. Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

11.6. Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

11.7. Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

11.8. Unfair Business Practices Claims. In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contractor without further acknowledgment of the parties.

11.9. No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

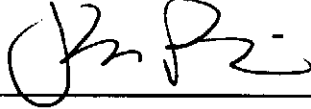
11.10. Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement; and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California municipal corporation

CONTRACTOR: American Fence Company, Inc.

By: 

Name: Jason Price

FRANK J. SPEVACEK, City Manager

Title: Regional Operations Manager

Dated: \_\_\_\_\_

Dated: 1/31/17

ATTEST:

SUSAN MAYSELS, City Clerk, La Quinta, California

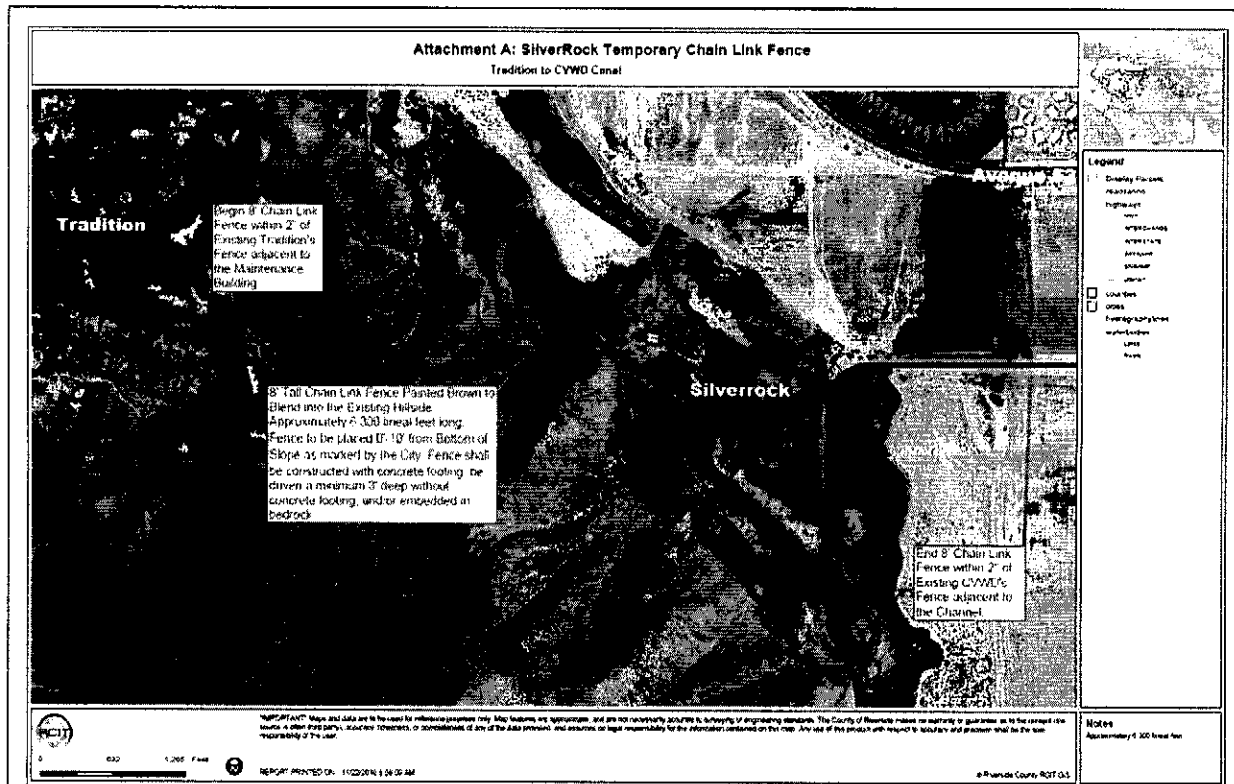
APPROVED AS TO FORM:

WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

\_\_\_\_\_

Exhibit A

Fence Site Plan



2731/015610-0065  
10394896.5 a01/30/17

EXHIBIT A  
-1-

## Exhibit B

### Scope of Services

#### 1. Services to be Provided.

- 1.1. Contractor shall furnish, install, maintain, and repair in like-new condition an eight-foot (8-foot) high temporary chain link fence.
  - 1.1.1. The contract item Temporary Fence, as described in section 1.1, shall include all labor, materials and equipment necessary for installing, removing, maintaining, and repairing the temporary chain link fencing.
  - 1.1.2. The Temporary Fence shall comply with specifications in Appeal Condition of Approval CC-1 approved by the City Council on December 20, 2016, for temporary fencing.
  - 1.1.3. Within 21 days after the award to the lowest responsive and responsible bidder entering into this Agreement, construction of the Temporary Fence shall commence.
- 1.2. The purpose of the Temporary Fence is to prevent bighorn sheep (*ovis canadensis nelsoni*) from entering the SilverRock Property described in section 1.2 and Exhibit "A."
- 1.3. The Temporary Fence shall be furnished, installed, maintained, and repaired in accordance with Subsections 206-6 and 304-3, "Temporary Fence," of the Standard Specifications discussed in section 2, and the following provisions.
  - 1.3.1 The City shall mark the property line.
  - 1.3.2 The intent is for the Temporary Fence to be placed zero (0) feet to ten (10) feet from property line as marked by City in the field. The location is approximately shown in Exhibit "A."
  - 1.3.3 The Temporary Fence shall begin within two (2) inches of the existing Tradition Development's fence adjacent to the Maintenance Building as marked in Exhibit "A."
  - 1.3.4 The Temporary Fence shall end within two (2) inches of the existing Coachella Valley Water District's fence adjacent to the channel as marked in Exhibit "A."
  - 1.3.5 The Temporary Fence shall be approximately 6,300 lineal feet long.
  - 1.3.6 The Temporary Fence shall be eight feet high.
  - 1.3.7 Contractor must select from the following footings: (1) Standard concrete footing in accordance with the Green Book standard plan 600-3; (2) Driven post a minimum

## EXHIBIT B

- of 3 feet into the ground without concrete footing; (3) embedded post into the bedrock, where needed, in accordance with the Green Book standard plan 600-3; and/or (4) bolted onto the bedrock with Contractor provided detail. If option 4 is chosen the Contractor shall provide a detail and have it approved through City prior to Construction.
- 1.3.8 The fabric of the Temporary Fence shall extend to within two (2) inches of the ground. Where there are gaps under the Temporary Fence, Contractor shall perform minor grading to ensure the maximum of two (2) inches is maintained.
- 1.3.9 The Temporary Fence shall be colored brown (or other color as directed by the Contract Officer) to blend into the hillside at the SilverRock Property using the Natina Steel product, or approved equal. The Natina Steel product is a coloring product that reacts with the zinc in galvanized metal creating a brown patina-like color/finish without negatively affecting the integrity of galvanized surfaces. The Contractor shall color the temporary chain link fence per the manufacturer's instructions. The Contractor will be responsible to maintain the brown color during the contract life to the satisfaction of the City.
- 1.3.10 The Contractor is responsible to maintain the work area at all times during the installation and removal of the fence in accordance with the Standard Specifications and this agreement.
- 1.3.11 The temporary fencing shall have gaps that should be 11 centimeters (4.3 inches) or less, and shall not contain gaps in which Big Horn Sheep can be entangled.
- 1.4. The Contractor shall note that they may encounter bedrock during the installation of the Temporary Fence and make contingency plans prior to the start of construction to prevent schedule disruption.
- 1.5. SilverRock is a golf course with golf cart paths near the work zone.
- 1.5.1. The golf cart paths shall be maintained at all times unless written permission from the Contract Officer is given to the Contractor.
- 1.6. Contractor shall install the Temporary Fence in a manner to withstand bighorn sheep and weather.
- 1.7. The Contractor shall be solely responsible for ensuring the Temporary Fence remains upright and functional at all times, especially during windy conditions.
- 1.8. Contractor is required to maintain the Temporary Fence in like-new condition during the Term of the Agreement.
- 1.8.1. Fencing materials shall be in like-new condition over the course of the agreement.
- 1.8.2. Cost for maintenance and repairs shall be performed in accordance with Exhibit B **Section 3. Warranty** and **Section 4. Fence Repair**.

EXHIBIT B



- 1.9. Emergency Call Out. Contractor is responsible to respond to emergency call outs in accordance with procedures outlined in Exhibit B **Section 4. Fence Repair**.
- 1.10 Temporary Fence Removal. Contractor is responsible for removing the Temporary Fence upon instruction of the Contract Officer. Removal of the Temporary Fence shall be completed to minimize interruption with the uses of the property along the fence-line boundary and according to any instructions provided by the Contract Officer. Contractor shall remove any and all surface and subterranean anchors to the Temporary Fence. Upon Temporary Fence removal, Contractor shall leave the property along the fence-line boundary in the same or similar condition as the property was prior to installation, except for any naturally occurring environmental changes and except for any permanent fencing then-constructed along or near (within 1-10 feet) the fence-line boundary.
- 1.11 Contractor shall install a maximum of 10 fence panels, at various locations identified by City that are easily removed by City and Golf Staff in the event bighorn sheep reach the golf course side of the fence and need to be let back on the mountain side.
- During construction the Contractor shall leave the 'removable panels' off to allow the bighorn sheep escape routes. Panels will be installed at the end of construction once the biological monitor determines the bighorn sheep are on the correct side of the fence.
- 1.12 Contractor will be required to follow certain construction mitigation measures as outlined and as applicable:
- 1.12.1 During construction activities, if water trucks are needed they are required to acquire water from non-potable water sources, such as reclaimed water and/or canal water.
- 1.12.2 Construction equipment shall be phased and operated in a manner to ensure the lowest construction-related pollutant emission levels practical, and shall require the use of water trucks, temporary irrigation systems and other measures which will limit fugitive dust emissions during site disturbance and construction.
- 1.12.3 The following measures shall be implemented to reduce construction related traffic congestion:
- Configure construction parking to minimize traffic disturbance
  - Minimize obstruction of through-traffic lanes
  - Schedule operations affecting roadways for off peak traffic hours
  - Provide rideshare incentives to construction personnel
- 1.12.4 PM10 Management Plan Best Management Practices for construction operations shall be implemented. The plan shall include dust management controls.
- 1.12.5 Air quality control measures identified in the Coachella Valley PM10 State Implementation Plan shall be implemented.

EXHIBIT B

- 1.12.6 A construction plan shall be prepared and demonstrate, to the extent practicable, construction activities that emit excessive noise will be avoided adjacent to the hillside. This does not extend to equipment needed to install the fence posts. The Contractor is only expected to understand the environment and to minimize excessive noise not essential to construction operation.
- 1.12.7 Between October 1 and April 30, all construction activity on the project site shall only occur between the hours of 7:00 AM and 5:30 PM Monday through Friday, and from 8:00 AM to 5:00 PM on Saturday, and shall be prohibited on Sundays and public holidays. All operational activities of the Project shall also be subject to the Noise Ordinance of the City as well.
- 1.12.8 All construction equipment operating in the planning area shall be fitted with well-maintained functional mufflers to limit noise emissions.
- 1.12.9 To the greatest extent feasible, hauling routes shall be located away from existing residences.
- 1.12.10 During any ground altering activities a monitor (provided and paid for by the City) will be present in case there is a subsurface cultural resource discovered. The monitor shall have the authority to halt any activities impacting potentially significant cultural resources until the resources can be evaluated for significance and cleared or mitigated. To prevent time delay the Contractor may be able to alter the alignment of the fence to avoid the cultural resource with approval of the monitor.
- 1.13 Contractor will be required to minimize disruption to golf operations and shall work in a manner that will not disrupt play or interfere with the golf rounds.
- 1.14 The minimum allowed gage for chain link fabric is 9-gage.
- 1.15 The Contractor may be required to perform minor clearing and grubbing. Minor clearing and grubbing is not considered tree removal.
- 1.16 Where the temporary fence crosses drainage ditches the Contractor shall add fabric to the bottom of the fence to ensure a maximum of two (2) inches from the ground. The fabric will be secured with rebar or other method.
- 1.17 The Contractor will be required to coordinate with the golf course to set up specific areas the Contractor may cross the course with equipment. All efforts should be made to avoid damaging turf areas. The Contractors shall note that large equipment may not be feasible in some areas and should make other arrangements if necessary.
- 1.18 The Contractor shall note that a biological monitor will be on site during construction and will have the authority to stop work in certain areas if bighorn sheep are in the immediate area and/or are in danger. The Contractor will be allowed to work in other areas during these times.

EXHIBIT B

1.19 **Unavoidable Delay** - If the Contractor is delayed in the performance of its work by an act of the City or if the Contractor is delayed in the performance of its work by an unavoidable delay, then the Contract completion date may be extended by the City for such time that, in the City's and City Engineer's opinion, the Contractor's completion date will be unavoidably delayed, provided that the Contractor strictly fulfills the following:

- a. The Contractor shall provide notification and submit in writing a request for an extension of time to the City Engineer stating at a minimum the probable cause of the delay and the number of days being requested.
- b. If requested by the City Engineer, the Contractor shall promptly provide sufficient information to the City Engineer to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
- c. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays.

Should the Contractor fail to fulfill any of the foregoing, which are considered conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

Should the Contractor fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to the City liquidated damages.

During such extension of time, no additional compensation for engineering, inspection and administration or damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and City that time extensions due to unavoidable delays will be granted only if such unavoidable delays involve controlling operations which would prevent completion of the whole Work within the specified Contract time.

## 2. Performance Standards.

The "Standard Specifications" of the City of La Quinta are contained in the latest edition of *Standard Specifications for Public Works Construction*, including all supplements, popularly known as the *Green Book*, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of *Standard Specifications for Public Works Construction* are available from the publisher, Building News, Inc., as follows:

Bookstore Locations: See website for Southern California locations  
Website: [www.bnibooks.com](http://www.bnibooks.com)

3. Warranty.

Contractor hereby warrants that the chain link fence and removable panels will be supplied and installed in accordance with the plans, specifications and contract provisions contained herein.

Contractor further agrees to repair and replace any of the materials and/or work that may prove defective in its workmanship or material within a period of (1) one year from date of substantial completion/final acceptance of the project by the City so long as City notifies Contractor of the damage in writing. Contractor will respond to these conditions and present an action plan to repair within (24) twenty-four hours of notification. Once the City approves Contractor's action plan, Contractor will initiate the repairs within 48 hours.

This warranty excludes remedy for damage or defect caused by abuse or modifications not executed by Contractor, improper operation, or normal wear and tear under normal usage.

This express warranty is in lieu of all other warranties, expressed or implied, including any warranties or merchantability or fitness for a particular use.

4. Fence Repair.

Contractor agrees to repair and replace any of the materials and/or work as requested by the City so long as City notifies Contractor of the damage in writing. Contractor will respond to and present an action plan and estimated cost to repair the reported damage within (24) twenty-four hours of notification. Once the City approves Contractor's action plan and cost, Contractor will initiate the repairs within 48 hours.

5. Storage Yard.

Contractor agrees to provide 500 lineal feet of additional material including hardware to be stored at the City's Corporate Yard. The City will provide a six (6) foot by twelve (12) foot location protected from the environment. The Contractor will replenish this material as needed during the course of the agreement.

**Exhibit C**

Schedule of Compensation

Payment shall be made in accordance with the Schedule of Compensation set forth below for the work objectives performed in conformance with Section 3.2 of the Agreement. Total compensation for all work performed under the Agreement shall not exceed Four Hundred Ninety-Six Thousand, Two Hundred Six dollars (\$496,206.00) for the 24 month rental period except as specified in Section 2.6. Additional Services of the Agreement.

First 12 Months

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Cost for One (1) Year
1	Temporary Chain Link Fence	6,300	LF	\$58.42	\$368,046.00
2	Ten (10) Removable Panels	10	EA	\$1,580.00	\$15,800.00
Sub-Total First Year Rental Costs (Paid Following Substantial Completion):					\$383,846.00

Should the length of material differ by more than 200 lineal feet additional reimbursement/compensation will be assessed. If the quantity is 200 or more lineal feet less than 6,300 lineal feet the Contractor agrees to reimburse the City \$29.21 per lineal foot. If the quantity is 200 or more lineal feet more than 6,300 lineal feet the City agrees to compensate the Contractor \$58.42 per lineal foot.

\*Fence Removal Costs Options

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Cost (plus 15% annual escalation)
3a	Fence Removal - 12 Months (includes 10 Removable Panels)	1	LS	\$18,400.00	\$18,400.00
3b	Fence Removal - 24 Months (includes 10 Removable Panels)	1	LS	\$21,160.00	\$21,160.00

\*The fence removal cost will be subject to a 15% cost escalation for each 12 month rental period. If the fence is removed during the first 12 months the cost of removal will be \$18,400.00. If the fence is removed between the 12 month and the 24 month the cost will be \$21,160.00, etc. The fence removal costs will not be billed until the fence is removed from the project site in accordance with the contract provisions.

Fence Repair Allowance (Paid on an as-needed basis in accordance with contract provisions.)

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Repair Allowance
4	Fence Repair Allowance	1	Allowance	\$91,200.00	\$91,200.00
<b>TOTAL NOT TO EXCEED COST:</b>					<b>\$496,206.00</b>

**EXHIBIT D**

## **Exhibit D**

### **Schedule of Performance**

Contractor shall complete all services in accordance with the Schedule of Performance set forth below and made a part of this Agreement:

- **Notice to Proceed – February 28, 2017**
- **First Working Day – March 1, 2017**
- **Fence Installation (30 Calendar Days) – March 1 – March 30, 2017**
  - **Working Hours 6:00 a.m. to 5:30 p.m. Monday – Friday**
  - **8:00 a.m. to 5:00 p.m. – Saturday**

**Exhibit E**

**Special Requirements**

1. There are no special requirements apart from those otherwise set forth in this Agreement.

## Exhibit F

### Insurance Requirements

F.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$1,000,000 (per occurrence)  
\$2,000,000 (general aggregate)

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)

Workers' Compensation  
(per statutory requirements)

Consultant shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Consultant's acts or omissions rising out of or related to Consultant's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Consultant's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. A certificate evidencing the foregoing and naming City and its officers and employees as additional insured (on the Commercial General Liability policy only) shall be delivered to and approved by City prior to commencement of the services hereunder.

Consultant shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Consultant, its officers, any person directly or indirectly employed by Consultant, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Consultant's performance under this Agreement. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Consultant's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Consultant shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

The Contractor will be required to pull an encroachment permit from Coachella Valley Water District (CVWD). As part of this encroachment permit the Contractor will be required to maintain certain insurance as identified in the permit with CVWD.

## EXHIBIT F



F.2 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Consultant to stop work under this Agreement and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Consultant's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of work under this Agreement.

F.3 General Conditions Pertaining to Provisions of Insurance Coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (*e.g.* elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

EXHIBIT F

14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT F

## Exhibit G

### Indemnification

G.1 General Indemnification Provision. Consultant shall indemnify, defend (with counsel selected by City), and hold harmless the City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, or subcontractors of Consultant.

a. Standard Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

b. Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.<sup>1</sup>

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<sup>1</sup> Pursuant to Sections 6.0 and 7.0, "Consultant" means "Contractor" in this exhibit and Exhibit F.

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

**AGENDA TITLE:** APPROVE SECOND ROUND COMMUNITY SERVICES GRANTS FOR 2016/17

### RECOMMENDATION

Approve second round Community Services grants for 2016/17.

### EXECUTIVE SUMMARY

- Community Services Grants and Economic Development/Marketing funding requests are considered by City Council three times per fiscal year.
- Seven Grant applications were received and reviewed by the Community Services Grant Review Ad Hoc Committee (Committee).
- The Council may approve or modify the Committee’s recommendations.

### FISCAL IMPACT

The total 2016/17 grant budget is \$60,000. The first round of grants awarded \$32,500. The current balance remaining is \$27,500 in account number 101-3001-60510. The Committee is recommending funding \$20,000 of these requests.

### BACKGROUND/ANALYSIS

Grants may only be awarded to 501(c)3 non-profit organizations that benefit La Quinta residents. They are limited to \$5,000 and consecutive fiscal year funding is not allowed (Attachment 1). In 2007, the Council directed staff to channel all grant and special project funding requests through one process and an account was created to underwrite all approved funding requests.

The initial review was completed by the Committee, comprised of Council Members Peña and Fitzpatrick and recommended the following:

Applicant	Requested	Committee Recommendation
Desert Symphony	\$4,000	\$2,000
Habitat for Humanity of the Coachella Valley	\$5,000	\$5,000
Hidden Harvest	\$5,000	\$5,000
Ophelia Project	\$5,000	\$3,000
Spay Neuter Imperative Project (SNIP)	\$5,000	\$5,000
Certified Farmers Market La Quinta	\$5,000	\$0
Graceful Passages	\$5,000	\$0
<b>Total</b>	<b>\$35,000</b>	<b>\$20,000</b>

Attachment 2 presents all submitted grant requests. Completed applications are available for review in the Community Resources Department.

### ALTERNATIVES

Recommend and approve alternative funding amounts.

Prepared by: Christina Calderon, Community Programs and Wellness Supervisor

Approved by: Chris Escobedo, Community Resources Director

Attachments:       1. City of La Quinta Community Services Grant Overview  
                          2. Grant Request Descriptions

## COMMUNITY SERVICES GRANT OVERVIEW

The City of La Quinta offers a grant program for community services support.

- Community Services Grants go to recognized nonprofit organizations that benefit the residents of La Quinta.
- Grants are considered and funded up to three times per year (rounds).
- All three rounds are held within the city's fiscal year (July 1- June 30).
- Organizations that have been funded are ineligible for funding for the next fiscal year.
- All funding requests are limited to an amount not to exceed \$5,000.

## IS MY ORGANIZATION ELIGIBLE?

### Q: How much money is available?

A: Requests are limited to an amount not to exceed \$5,000. Any funding amount requested could be adjusted to a lesser amount at the discretion and approval of the City Council.

### Q: Who can apply for this grant?

A: Applications are accepted from recognized non-profit organizations that directly benefit La Quinta residents. Second consideration is given to organizations that indirectly affect the quality of life for the residents of La Quinta.

### Q: Can an individual apply for this grant?

A: No, individuals are not eligible for funding through the City of La Quinta grant program.

### Q: Can my organization request "seed" money for a start-up?

A: Yes, organizations can request "seed" money, however they are required to obtain matching funds from other sources in the same fiscal year before the grant funds will be released.

### Q: Is my organization eligible if we received Community Development Block Grant (CDBG) funds?

A: No, organizations that receive CDBG funds from the City of La Quinta during the same fiscal year are not eligible for funding.

### Q: Is my organization eligible if we received Community Services Grant (CSG) funds in the past?

A: Yes, and No. Organizations that were funded before June 30, 2015 are now eligible to apply. Organizations that were funded after July 1, 2015 are ineligible for funding and must wait until July 1, 2017 to re-apply.

## THE PROCESS...

### What you need to do:

1. Determine eligibility based on the information provided above. If eligible, proceed to step 2.
2. Review the grants calendar for submission dates (in **red**). If within due date, proceed to step 3.
3. Fill out the grant application. Once completed proceed to step 4.
4. Submit application via email to [ccalderon@la-quinta.org](mailto:ccalderon@la-quinta.org), or in person to the Wellness Center.
  - a. The Wellness Center is located at 78450 Avenida La Fonda, La Quinta, CA 92253.

### The next steps:

5. Applications are received and reviewed by staff to ensure eligibility and completeness.
6. Completed grant applications will be reviewed by a designated Grant Review Committee (in **blue**).
  - a. The committee's review includes: consideration of the funding amount, the intended use of the funds, and the organizations service to the community. If the committee approves the application, they will then recommend for approval to the City Council.
7. Committee approved applications are submitted to the City Council for consideration and approval (in **green**)
8. If approved, funds will be dispersed to grantee (in **white**) and can be spent over a 12 month period.
9. Funding expenditures will need to be reported to the city at 6 months and a full reconciliation form with supporting documentation will be due before the end of the 12 month period.

For more information on the City of La Quinta Grant program, please contact the Community Resources Department at the Wellness Center 760.564.0096

[Click here to return to Agenda](#)



# Community Services Grants

First Round																											
JULY 2016						AUGUST						SEPTEMBER						OCTOBER									
				1	2	1	2	3	4	5	6					1	2	3						1			
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29				
31													30	31													

Second Round																														
NOVEMBER						DECEMBER						JANUARY 2017						FEBRUARY												
				1	2	3	4	5					1	2	3	1	2	3	4	5	6	7					1	2	3	4
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11			
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18			
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25			
27	28	29	30	25	26	27	28	29	30	31	29	30	31	26	27	28														

Third Round																											
MARCH						APRIL						MAY						JUNE 2017									
				1	2	3	4						1	1	2	3	4	5	6						1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
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						30																					

<span style="background-color: red; color: white;">■</span> Application Due Date	<span style="background-color: #4a86e8; color: white;">■</span> Ad-Hoc Committee Review	<span style="background-color: #70ad47; color: white;">■</span> City Council Decision	<span style="background-color: #d9ead3; color: white;">■</span> Checks Distributed
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Recommended Grant Requests:

1. The Desert Symphony is requesting \$4,000 to assist with costs for 8-10 musicians, education materials, transportation and food. The Desert Symphony's goal is to entertain, educate, and provide enrichment to the residents in both classical and popular offerings. A free Family Library Concert is scheduled for May 3, 2017 at the Rancho Mirage Public Library. There will be up to 400 seats available to school children and their parents. The program is intended to open the door to the understanding and appreciation of classical music by presenting a family program that would expose young people to classical music through performance and demonstration. This organization was last funded \$2,000 in Fiscal Year 2014/2015. **The Grant Review Committee recommended funding \$2,000.**
2. Habitat for Humanity of the Coachella Valley is requesting \$5,000 to preserve, protect and create affordable housing for the low-to-moderate income residents of the Coachella Valley. Funds will be used to provide low-to-moderate income La Quinta residents in need of low-to-no-cost home repairs or maintenance. These projects typically involve landscaping, fence or fascia repair, weed or trash abatement, wheelchair ramp installation, or exterior home painting. Projects are often completed over the course of a weekend and use a combination of staff and volunteer labor to help cut costs. This organization has never been funded. **The Grant Review Committee recommended funding \$5,000.**
3. Hidden Harvest is requesting \$5,000 to support their local Senior Markets that have held at the same times and places each month. The senior market is held twice a month at Seasons at La Quinta; it is scheduled to be held 20 times during January-December 2017. There is also a delivery drop off of produce twice a month at Seasons at Miraflores in La Quinta. More than 30,000 pounds of fruits and vegetables will be distributed to approximately 15,000 low income seniors (2,000 low income seniors attend markets in La Quinta). This organization was last funded \$5,000 in Fiscal Year 2014/2015. **The Grant Review Committee recommended funding \$5,000. The Committee also requested that Hidden Harvest look into the possibility of providing a produce drop off at Hadley Villas.**
4. The Ophelia Project is requesting \$5,000 to support the 2016/17 school year launch of the mentoring program at La Quinta High School. The cost of sponsoring an Ophelia Girl is \$350 per student per year. There are 30 teen girls participating from La Quinta High School. The funds will help to provide program supplies, Ophelia curriculum, mentor certification training, transportation to tour local college campuses, businesses, and attend various community programs. This organization was last funded \$1,500 in Fiscal Year 2003/2004 under the JFK Foundation. **The Grant Review Committee recommended funding \$3,000.**

5. Spay Neuter Imperative Project (SNIP) is requesting \$5,000 to have the SNIP bus, a mobile operating veterinary spay and neuter clinic on wheels, in La Quinta 2 additional times per year at a cost of \$2,500 per visit. The cost includes a veterinarian, licensed vet technician, a driver, staff personnel, and volunteers. The low cost spay and neuter services are \$25 and micro-chipping is \$15. There is a need to control the animal populations through spay and neuter services in La Quinta. These services reduce the number of animals euthanized in shelters. This organization has never been funded. **The Grant Review Committee recommended funding \$5,000.**

Grant Requests not recommended for funding and/or did not meet the criteria in the Grant Guidelines include:

6. Certified Farmers Market La Quinta is requesting \$5,000 to assist with a portion of the direct costs for the year that are related specifically to the Farmers Market in Old Town La Quinta. Direct costs include health permits/ licenses for three quarters (\$1,565), local advertising (\$2,485), administrative costs (\$400) and a street banner that spans Main Street in Old Town La Quinta for 33-35 weeks out of the year (\$550). This is the ninth full season for the Certified Farmers Market in La Quinta which operates from October through the end of May. The target audiences are children, seniors and all La Quinta residents interested in making healthier choices in food, and learning about nutrition and ways to prepare fresh healthy meals. This organization was last funded \$2,500 in Fiscal Year 2013/14. **The Grant Review Committee did not recommend funding this organization at this time.**
7. Graceful Passages is requesting \$5,000 to provide End of Life educational programming and other services that aim to educate families, caregivers, doctors, nurses, and Hospice staff, as well as individuals to gain a broader understanding of life/ death through sponsoring programs, teaching specific courses and providing services that will benefit all people associated with End of Life Care. The funds will be used to provide weekend workshops, use of rental space, travel and meal expenses for sponsored experts, and the development of an interactive website, registration capabilities and online presentations. This organization has never been funded. **The Grant Review Committee did not recommend funding this organization at this time.**

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

**AGENDA TITLE:** ADOPT RESOLUTION APPROVING A VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF LA QUINTA AND BT-LJMJM, LLC, FOR CERTAIN VACANT PROPERTY NEAR THE INTERSECTION OF EISENHOWER DRIVE AND AVENIDA FERNANDO; APPROPRIATE \$4,586,000 FROM UNAPPROPRIATED RESERVES; AND FIND IT EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTIONS 15301, 15303, AND 15304 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

### RECOMMENDATION

Adopt a Resolution approving a vacant land purchase agreement and joint escrow instructions between the City of La Quinta and BT-LJMJM, LLC.; appropriate \$4,586,000 from Unappropriated Reserves; and find it exempt from environmental review pursuant to section 15301, 15303, and 15304 of the California Environmental Quality Act.

### EXECUTIVE SUMMARY

- A 2016 Focused Hydrology Study identified using a portion of the last remaining vacant property on Eisenhower Drive as part of at greater drainage solution for Eisenhower Drive (Washington Street and Avenue 50).
- The last large remaining vacant parcel (Attachment 1) was in the entitlement process when the Owner’s agent approached the City regarding having the City purchase this property for flood mitigation.
- In September 2016, the City Council authorized staff to engage in property purchase negotiations, which resulted in the recommended purchase transaction.
- The City would purchase a 10.4-acre vacant parcel for \$4,500,000 over a 24-month period; the unpaid principal would accrue simple interest at 3.5%.

### FISCAL IMPACT

The full purchase cost is \$4,586,000 comprised as follows:

- Property: \$4,500,000
- Pro-Rated Closing Costs: 3,000
- Loan Interest: 83,000

Unappropriated reserves (Account No. 101-0000-29000) would be used to fund this acquisition and increase appropriations in Account No. 101-1007-74010 (Land Acquisition). Staff is seeking appropriation of just the initial acquisition funds (\$2,253,000) at this time; the remaining loan payment appropriations (\$2,333,000) will be requested as part of the annual capital improvement budget process.

## **BACKGROUND / ANALYSIS**

In February 2016 the City received a Focused Area Drainage Study (Study) that identified measures to mitigate flooding on Eisenhower Drive. The Study indicated that the ultimate drainage solution would, at a minimum, require a \$10 million investment; this solution entails constructing a concrete box culvert under Eisenhower Drive from Washington Street west and south to the Evacuation Channel, and utilizing a portion of the last remaining vacant parcel (Property) for retention. If the entire Property was used for retention, constructing the concrete box culvert could be delayed, or if a perfect solution was not desired, not built.

The Property is the last large vacant parcel in this area. BT-LJMJM, LLC. (Owner) was seeking entitlement for a 67-unit resort condominium community (Quail Ridge) on the 10.4-acre site. Attachment 1 presents the Property. In September 2016, the Owner's representative approached staff regarding the City's interest in purchasing the Property for flood mitigation. The City subsequently commissioned a real property appraisal to identify current market value. Lidgard and Associates of Orange, California (Lidgard) were retained; Lidgard submitted an appraisal report that identified a value of \$10 per square foot for the 454,766 square foot parcel or \$4,550,000. The Owner's agent indicated that the Owner has invested \$3,600,000 and was seeking \$4,500,000.

The Resolution approves the Vacant Land Purchase Agreement and Joint Escrow Instructions (Agreement), finds that this purchase is exempt from environmental review, and authorizes the City Manager to execute required documents and take actions to carry out the terms of the Agreement. The Agreement outlines the following purchase terms:

- A purchase price of \$4,500,000
- An initial deposit of \$100,000, deposited no later than 21 days after the City Council approves the Agreement (this deposit is applied to the purchase price)
- A payment of \$2,250,000 at the close of escrow with the Owner providing a loan for the remaining balance of \$2,250,000
- The remaining balance would accrue simple interest at 3.5% and two payments of \$1,166,474.10 each would be made 12 and 24 months after the close of escrow

- A 30-day due diligence period (since the Owner was processing entitlements the City has received and reviewed a variety of documents and reports, thus the short due diligence period)
- Escrow would close and the property transfer would occur on March 24, 2017

The City elected to pay the full purchase price over a 24-month period in order to not deplete the Unappropriated Reserves. This leaves reserve funds to prepare this site and construct the infrastructure necessary to convey storm water flows to the Property. Preliminary estimates indicate that this would cost \$1,000,000.

### ALTERNATIVES

The Council could elect to not purchase this property or direct staff to negotiate different purchase terms. Staff is recommending this acquisition in order to implement a less costly drainage solution, and the Owner and staff have negotiated the purchase terms over the past 60 days and arrived at the terms outlined in the Agreement.

Prepared by: Frank J. Spevacek, City Manager

Attachment: 1. Present Site

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**RESOLUTION NO. 2017-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA APPROVING A VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF LA QUINTA AND BT-LJMJM, LLC, FOR CERTAIN PROPERTY LOCATED NEAR THE INTERSECTION OF EISENHOWER DRIVE AND AVENIDA FERNANDO**

**WHEREAS**, the availability of vacant land continues to diminish in the community and timely securing of property for future infrastructure development, including potential drainage improvements, is of utmost importance; and

**WHEREAS**, the owner of the property subject to the purchase agreement approached the City about potentially selling the property to the City; and

**WHEREAS**, City staff has negotiated a Vacant Land Purchase Agreement and Joint Escrow Instructions ("Agreement") with BT-LJMJM, LLC ("Owner"), "Exhibit A" attached, pursuant to which Owner is selling the City certain real property located near the intersection of Eisenhower Drive and Avenida Fernando comprising of approximately 10.4 acres for the confirmed appraised value of \$4,500,000, pursuant to the terms and conditions set forth in the Agreement; and

**WHEREAS**, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq., hereafter the "State CEQA Guidelines"), and the City's environmental guidelines; and

**WHEREAS**, pursuant to Sections 15301, 15303, and 15304 of the State CEQA Guidelines, the acquisition of the property is exempt from environmental review under CEQA because the acquisition will result in a continuation of existing topographical features with negligible or no expansion of use, and any future installation of new equipment or facilities will be for open space and drainage infrastructure improvements and involve only minor alterations in land and landscaping.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of La Quinta, California, as follows:

**SECTION 1.** That the above recitals are true and correct and incorporated herein.

**SECTION 2.** That the City Council of the City of La Quinta hereby finds and determines that the acquisition of said property is in the best interests of the citizens

Resolution No. 2017-  
Purchase Agreement – BT-LJMJM, LLC.  
Adopted: (date)  
Page 2 of 3

of the City of La Quinta, and that the acquisition is exempt from environmental review under CEQA.

**SECTION 3.** The Agreement, a copy of which is on file with the City Clerk, is hereby approved. The City Council consents to the City Manager and City Legal Counsel to make any final modifications to the Agreement that are consistent with the substantive terms of the Agreement approved hereby, and to thereafter sign the Agreement and accept the property and recording of a grant deed on behalf of the City.

**SECTION 4.** The City Council consents to the City Manager to (i) sign such other and further documents, including but not limited to escrow instructions, and (ii) take such other and further actions, as may be necessary and proper to carry out the terms of the Agreement.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the City Council of the City of La Quinta held this 7th day of February, 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

---

SUSAN MAYSELS, City Clerk  
City of La Quinta, California

**APPROVED AS TO FORM:**

Resolution No. 2017-  
Purchase Agreement - BT-LJMJM, LLC.  
Adopted: (date)  
Page 3 of 3

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WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

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VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form VLPA, Revised 12/15)

Click here to return to Agenda

Date Prepared: January 31, 2017

1. OFFER:

- A. THIS IS AN OFFER FROM The City of La Quinta, a California Municipal Corporation and Charter City ("Buyer"), B. THE REAL PROPERTY to be acquired is Approx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando, situated in La Quinta (City), Riverside (County), California, 92253 (Zip Code), Assessor's Parcel No. See next ("Property"). Further Described As APNs 658-170-015 & 016 and 658-420-031 See also attached Legal Description Exhibits "A&B". C. THE PURCHASE PRICE offered is Four Million, Five Hundred Thousand

D. CLOSE OF ESCROW shall occur on March 24, 2017 (date) or 5 Days After Acceptance. E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD). B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent La Quinta Palms Realty (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent La Quinta Palms Realty (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller. C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a Possible Representation of More than One Buyer or Seller - Disclosure and Consent (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 100,000.00 (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or Prior to February 22, 2017);

OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or ) to the agent submitting the offer (or to ), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of . . . \$ within Days After Acceptance (or ).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or ) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

(1) FIRST LOAN: in the amount of \$ 2,250,000.00 This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other . This loan shall be at a fixed rate not to exceed 3.500 % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

(2) SECOND LOAN in the amount of \$ This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or ) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

E. ADDITIONAL FINANCING TERMS: See Item 1. on Addendum ONE in lieu of CAR Form SFA.

Buyer's Initials ( ) ( ) © 1996-2015, California Association of REALTORS®, Inc. VLPA REVISED 12/15 (PAGE 1 OF 11)

Seller's Initials ( ) ( )



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 11)

F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of ..... \$ 2,150,000.00

to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. **PURCHASE PRICE (TOTAL):** ..... \$ 4,500,000.00

H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or \_\_\_) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. ( Verification attached.)

I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or \_\_\_) Days After Acceptance.

J. **LOAN TERMS:**

(1) **LOAN APPLICATIONS:** Within 3 (or \_\_\_) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. ( Letter attached.)

(2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) **LOAN CONTINGENCY REMOVAL:**

Within 21 (or \_\_\_) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4)  **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

L. **SELLER FINANCING:** The following terms (or  the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) **BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or \_\_\_\_\_) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or \_\_\_\_\_) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

VLPA REVISED 12/15 (PAGE 2 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)



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4. SALE OF BUYER'S PROPERTY:

- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
OR B. [ ] This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
5. [ ] MANUFACTURED HOME PURCHASE: The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.
6. [ ] CONSTRUCTION LOAN FINANCING: The purchase of the Property is contingent upon Buyer obtaining a construction loan.

7. ADDENDA AND ADVISORIES:

- A. ADDENDA: [X] Addendum # ONE (C.A.R. Form ADM)
[ ] Back Up Offer Addendum (C.A.R. Form BUO) [ ] Court Confirmation Addendum (C.A.R. Form CCA)
[ ] Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
[ ] Short Sale Addendum (C.A.R. Form SSA) [ ] Other

B. BUYER AND SELLER ADVISORIES:

- [X] Buyer's Inspection Advisory (C.A.R. Form BIA)
[ ] Probate Advisory (C.A.R. Form PA) [ ] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
[ ] Trust Advisory (C.A.R. Form TA) [ ] REO Advisory (C.A.R. Form REO)
[ ] Short Sale Information and Advisory (C.A.R. Form SSIA) [X] Other Seller's Tax Deferred Exchange Addendum

8. OTHER TERMS: Attachment #1 Buyer's Additional Contingencies regarding Seller's pending Entitlement Applications.

9. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

- (1) [ ] Buyer [X] Seller shall pay for a natural hazard zone disclosure report, including tax [ ] environmental [ ] Other:
(2) [ ] Buyer [ ] Seller shall pay for the following Report
(3) [ ] Buyer [ ] Seller shall pay for the following Report

B. ESCROW AND TITLE:

- (1) (a) [X] Buyer [X] Seller shall pay escrow fee Each to pay their own fees
(b) Escrow Holder shall be Four Seasons Escrow, La Quinta, CA. - Malia Monroe
(c) The Parties shall, within 5 (or ) Days After receipt, sign and return Escrow Holder's general provisions.
(2) (a) [ ] Buyer [X] Seller shall pay for owner's title insurance policy specified in paragraph 18E
(b) Owner's title policy to be issued by First American Title Co.

C. OTHER COSTS:

- (1) [ ] Buyer [X] Seller shall pay County transfer tax or fee
(2) [ ] Buyer [X] Seller shall pay City transfer tax or fee If any
(3) [ ] Buyer [X] Seller shall pay Homeowners' Association ("HOA") transfer fee If any
(4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
(5) Buyer to pay for any HOA certification fee.
(6) [ ] Buyer [ ] Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
(7) [ ] Buyer [X] Seller shall pay for any private transfer fee If any
(8) [ ] Buyer [ ] Seller shall pay for
(9) [ ] Buyer [ ] Seller shall pay for

10. CLOSING AND POSSESSION: Possession shall be delivered to Buyer: (i) [X] at 6 PM or ( ) AM/ ( ) PM on the date of Close Of Escrow; (ii) [ ] no later than calendar days after Close Of Escrow; or (iii) [ ] at AM/ PM on . The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )



**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items: \_\_\_\_\_

- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.

**C. ITEMS EXCLUDED FROM SALE:** \_\_\_\_\_

**12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:**

- A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- B. WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- C. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
  - (1) **SELLER HAS:** 7 (or \_\_\_ ) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
  - (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or \_\_\_ ) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

**13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:**

- A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:**
  - (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
  - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
  - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
  - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
  - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
  - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
  - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
  - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
  - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
  - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
  - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
  - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
  - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
  - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C.  TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )





Property Address: Approx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando, La Quinta, Date: January 31, 2017

- D. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**
- 15. CHANGES DURING ESCROW:**
  - A.** Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
  - B.** At least 7 (or \_\_\_\_ ) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or \_\_\_\_ ) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.
- 16. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
  - A.** Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
  - B.** Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
  - C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
- 17. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
  - A.** Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
  - B.** Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
  - C. Buyer indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.
  - D. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
  - E. SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
  - F. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
  - G. UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 5 OF 11)



Property Address: Approx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando, La Quinta, Date: January 31, 2017

- H. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

**18. TITLE AND VESTING:**

- A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

**19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**

- A. **SELLER HAS: 7 (or 10 ) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. **(1) BUYER HAS: 17 (or 30 ) Days** After Acceptance, unless otherwise agreed in writing, to:
  - (i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
  - (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
  - (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has 5 (or \_\_\_ ) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



(4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).

**C. SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

**D. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2(or 10 ) Days After Delivery** (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.

**E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

**F. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or 10 ) Days After Delivery** to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.

**G. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

**20. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

**21. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or \_\_\_ ) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

**22. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

**23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

**24. BROKERS:**

**A. COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

**B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

**25. REPRESENTATIVE CAPACITY:** If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Addendum (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days After Acceptance**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

**A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder**, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 (or 10 ) Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.

**B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or \_\_\_\_\_).** Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

**C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11.** Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

**D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B.** Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

**E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.**

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Property Address: *Approx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando, La Quinta,* Date: January 31, 2017

**27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**28. DISPUTE RESOLUTION:**

A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 28C.

B. **ARBITRATION OF DISPUTES:** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

**29. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

**30. MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Property Address: Approx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando, La Quinta, Date: January 31, 2017

- 31. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
- 32. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOOA).
- 33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
- 35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 36. **DEFINITIONS:** As used in this Agreement:
  - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
  - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
  - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
  - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
  - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
  - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
  - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 37. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by \_\_\_\_\_, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by \_\_\_\_\_  AM/  PM, on \_\_\_\_\_ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date \_\_\_\_\_ BUYER  
(Print name) Frank Spevacek, City Manager for The City of La Quinta, a California Municipal Corporation and Charter City

Date \_\_\_\_\_ BUYER  
(Print name) \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA).

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Property Address: Approx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando, La Quinta, Date: January 31, 2017

**38. ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement.

Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: \_\_\_\_\_

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date \_\_\_\_\_ SELLER \_\_\_\_\_

(Print name) BT-LJMJM, LLC. A California Limited Liability Co. Jack McGrory, Managing Member

Date \_\_\_\_\_ SELLER \_\_\_\_\_

(Print name) \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA).

(\_\_\_\_\_/\_\_\_\_\_) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  
(Initials)  AM/  PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

**REAL ESTATE BROKERS:**

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) La Quinta Palms Realty CalBRE Lic. #00915271

By Bruce Y. Cathcart CalBRE Lic. # 00915271 Date \_\_\_\_\_

By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address 51001 Eisenhower Dr. City La Quinta State CA. Zip 92253

Telephone (760)564-4104 Fax (760)564-0344 E-mail bycathcart@laquintapalmsrealty.com

Real Estate Broker (Listing Firm) La Quinta Palms Realty CalBRE Lic. #00915271

By Bruce Y. Cathcart CalBRE Lic. # 00915271 Date \_\_\_\_\_

By \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address 51001 Eisenhower Dr. City La Quinta State CA. Zip 92253

Telephone (760)564-4104 Fax (760)564-0344 E-mail bycathcart@laquintapalmsrealty.com

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_  Seller's Statement of Information and \_\_\_\_\_

\_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_

Department of Business Oversight,  Department of Insurance,  Bureau of Real Estate.

**PRESENTATION OF OFFER:** (\_\_\_\_\_) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date).  
Broker or Designee Initials

**REJECTION OF OFFER:** (\_\_\_\_\_) (\_\_\_\_\_) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
Seller's Initials

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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL

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Buyer's Acknowledge that page 11 is part of this Agreement (\_\_\_\_\_) (\_\_\_\_\_)

**VLPA REVISED 11/14 (PAGE 11 OF 11)**

Reviewed by \_\_\_\_\_  
Broker or Designee \_\_\_\_\_



**VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)**



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. ONE

The following terms and conditions are hereby incorporated in and made a part of the: [X] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other dated January 31, 2017, on property known as Approx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando La Quinta, 92253

in which The City of La Quinta, a California Municipal Corporation and Charter City, Frank Spevacek, City Manager is referred to as ("Buyer/Tenant") and BT-LJMJM, LLC. A California Limited Liability Co. Jack McGrory, Managing Member is referred to as ("Seller/Landlord").

- 1. The Seller to carry back a Note secured by a Deed of Trust in the amount of Two Million, Two Hundred and Fifty Thousand Dollars (\$2,250,000.00) to be amortized over two years at an annual rate of 3 1/2%, payable principle and interest in two payments each in the amount of One Million, One Hundred Sixty Six Thousand, Four Hundred Seventy Four Dollars and Ten Cents (\$1,166,474.10) Due at 12 and 24 months after the close of escrow. Said note shall include a due on sales clause and a late fee equal to 3% (or maximum allowed by law, whichever is lower) of the payment due for payments not received within 14 days of its due date.
2. Item #1 (above) is used in place of CAR Form SFA as referenced in Paragraph 3(L) of the Purchase Agreement. In addition, this Item #1 eliminates the following paragraphs from the Purchase Agreement: Paragraphs 3(H),(J),(K),(L(1,2,3)),(M) and Paragraphs 4, 5 and 6.
3. Paragraph 15 "Changes During Escrow" is eliminated from the Purchase Agreement.
4. Any reference to "BUYER" shall be eliminated from Paragraphs 24(A) and 26(C) in the Purchase Agreement.
5. The Buyer and Seller shall sign the attached "Signature Page" in addition to initialing and signing the Purchase Agreement and Addendums.
6. The Close of Escrow shall be contingent upon the La Quinta Planning Commission finding the acquisition of the Property is consistent with the La Quinta General Plan per Government Code section 65402.
7. This Purchase Agreement and all Attachments and Addendums are subject to the approval of the La Quinta City Council at the February 7, 2017 Council Meeting, in compliance with scheduling and notice requirements.
8. For the purpose of the times for performance under this Agreement, the date of "Acceptance" shall be the date of the approval of the La Quinta City Council.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date

Date

Buyer/Tenant

Seller/Landlord

Frank Spevacek, City Manager for The City of La Quinta

BT-LJMJM, LLC. A California Limited Liability Co. Jack McGrory, Managing Member

a California Municipal Corporation and Charter City

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Reviewed by Date





**Seller Tax Deferred Exchange:**

The Seller is aware that the Buyer, The City of La Quinta, has the power of eminent domain within certain jurisdictional limits of the City of La Quinta. Even though the Seller initiated negotiations with the Buyer for the potential sale of the property, in the event Seller determined not to sell the Real Property to Buyer, Buyer's staff would have potentially recommended to the City Council of the City of La Quinta that the City of La Quinta, after providing notice to the Seller and holding a hearing as required by applicable law, consider adopting a resolution of necessity and thereafter commencing proceedings to acquire the Real Property for public use by the exercise of its power of eminent domain. It is the intent of the Seller to have this acquisition completed as a tax deferred exchange pursuant to Sections 1031 or 1033 of the Internal Revenue Code of 1986, as amended, and Section 18662 of the California Revenue and Taxation Code. Notwithstanding the foregoing, neither the Buyer nor the City Council, City staff or any City agents, makes any representation, warranty or guaranty to the Seller or any other person, firm or entity concerning the tax treatment by any taxing authority, including but not limited to, the Internal Revenue Service, of the conveyance of the Real Property to the Buyer, including the tax treatment and tax consequences of an acquisition under the threat of condemnation or pursuant to this Agreement. The Seller acknowledges that the Buyer is not providing tax advice to the Seller or to any person, firm, or entity, and the Seller further acknowledges and agrees that the Seller must consult Seller's own tax advisor concerning the tax treatment, tax implications, and tax consequences of the sale of the Real Property to the Buyer. Seller agrees to indemnify, protect, defend (with counsel of Buyer's choosing), and hold harmless the Buyer, The La Quinta City Council, Buyer's officers, employees, officials, attorneys, consultants and other agents from any claims, cause of actions, damages, disputes or violations of law resulting from Seller's use of the tax deferred exchange in the sale of the Real Property.

**Buyer:**  
City of La Quinta, a California  
Municipal Corporation and Charter City

**Seller:**  
BT-LJMJM, LLC. A California  
Limited Liability Company

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Frank Spevacek, City Manager

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Jack McGrory, Managing Member

Attachment #1 re Additional Buyer Contingency

Vacant Land Purchase Agreement and Joint Escrow Instructions

Appx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando, La Quinta dated Jan.31, 2017

Within one (1) business day after confirmation from Escrow Holder that Buyer has deposited the Balance of the Down Payment/Purchase Price in the amount identified in Paragraph 3(F) of the Agreement, and in no event later than 12:00 noon the business day before the date of the Close of Escrow, Seller shall file with the City's Design and Development Department, with copies delivered to the City Manager, City Attorney, and Escrow Holder, the voluntary withdrawal of any and all pending entitlement applications submitted by Seller for permits or licenses pertaining to the Property (collectively, the "Property Entitlement Applications"), including the withdrawal of the following permit applications:

- Application for Specific Plan Approval 2016-001 (SP 2016-001);
- Tentative Tract Map Application 2016-002 (TTM 2016-002);
- Environmental Assessment Form 2016-0010 (EA 2016-0010);
- Development Agreement Application 2016-001 (DA 2016-001).

Notwithstanding any provisions in the Agreement to the contrary, upon the withdrawal of the Property Entitlement Applications, Seller for itself, its agents, assigns and related entities, fully releases, acquits and discharges Buyer and any and all of Buyer's boards, commissions, departments, La Quinta City Council and any and all of Buyer's officials, officers, directors, employees, attorneys, accountants, other professionals, insurers and agents (collectively "Released Parties") from all rights, claims, demands, damages, actions or causes of action which Seller has alleged or may allege or may have against any of the Released Parties arising from any of the Property Entitlement Applications or any rights that may have been obtained by Seller with the processing, granting, or denying of the Property Entitlement Applications, including any monetary compensation relating thereto. This release is intended as a full and complete release and discharge of any and all such claims that Seller may have against any of the Released Parties arising from the facts and circumstances described above. In making this release, Seller intends to release the Released Parties from any liability of any nature whatsoever for any claim or injury or for damages or equitable or declaratory relief of any kind, whether the claim, or any facts on which such claim might be based, is known or unknown to the party possessing the claim. Seller expressly waives all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.*

Seller acknowledges that it may hereafter discover facts or law different from or in addition to those which it now believes to be true with respect to the release of claims. Seller agrees that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or law or its discovery thereof. Seller shall not be entitled to any relief in connection therewith, including, but not limited to any damages or any right or claim to set aside or rescind this Agreement.

Buyer's Initials: \_\_\_\_\_

Seller's Initials: \_\_\_\_\_

# EXHIBIT "A"

## LOT LINE ADJUSTMENT NO. 2001-361 PORTION OF EAST HALF, SECTION 36, TOWNSHIP 5 SOUTH, RANGE 6 EAST, S.B.M.

### PARCEL 2:

THAT PORTION OF THE EAST HALF OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°25'03" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION, 1589.25 FEET, TO THE WESTERLY LINE OF TRACT NO. 3249 AS FILED IN BOOK 56 PAGES 35 AND 36 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY; THENCE SOUTH 0°35'04" EAST, ALONG SAID WESTERLY LINE, AND THE WESTERLY LINE OF TRACT NO. 3411, AS FILED IN BOOK 56 PAGES 99 AND 100 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, 2371.24 FEET, TO THE WESTERLY LINE OF EISENHOWER DRIVE, (50.00 FOOT HALF WIDTH) PER SAID TRACT NO. 3411, SAID POINT BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2050.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 58°27'37" WEST; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 31°27'20", AN ARC LENGTH OF 1125.46 FEET; THENCE SOUTH 0°05'03" WEST, ALONG SAID WESTERLY LINE, 50.93 FEET, TO THE CENTERLINE OF AVENIDA FERNANDO AS SHOWN BY TRACT NO. 28545-1 AS FILED IN BOOK 268 PAGES 89 THROUGH 92 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE NORTH 89°52'52" WEST, 103.05 FEET, TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°01'00", AN ARC LENGTH OF 120.51 FEET; THENCE SOUTH 67°06'08" WEST, 181.76 FEET, TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 161.99 FEET, THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°48'55", AN ARC LENGTH OF 98.43 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 42°50'00" EAST, 96.51 FEET, TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°35'00", AN ARC LENGTH OF 34.54 FEET; THENCE NORTH 82°25'00" EAST, 77.00 FEET, TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°50'00", AN ARC LENGTH OF 43.49 FEET; THENCE NORTH 32°35'00" EAST, 137.00 FEET; THENCE NORTH 13°15'00" EAST, 145.00 FEET; THENCE NORTH 14°20'00" EAST, 192.00 FEET; THENCE NORTH 22°30'00" WEST, 174.00 FEET; THENCE NORTH 44°55'00" WEST, 125.50 FEET; THENCE NORTH 35°35'00" WEST, 121.50 FEET; THENCE NORTH 64°15'00" WEST, 322.00 FEET; THENCE NORTH 4°40'00" WEST, 125.00 FEET; THENCE NORTH 55°20'00" WEST, 51.00 FEET; THENCE NORTH 24°55'00" WEST, 21.63 FEET; THENCE NORTH 90°00'00" EAST, 781.37 FEET; THENCE NORTH 89°53'56" EAST, 220.92 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL 2 CONTAINS 10.648 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL MERGER No. \_\_\_\_\_  
LOT LINE ADJUSTMENT No. 2001-361

APPROVED BY CITY OF LA QUINTA  
COMMUNITY DEVELOPMENT DEPAR. *10/11/01*  
BY *J. Solera* DATE *10/11/01*  
Exhibit *A*



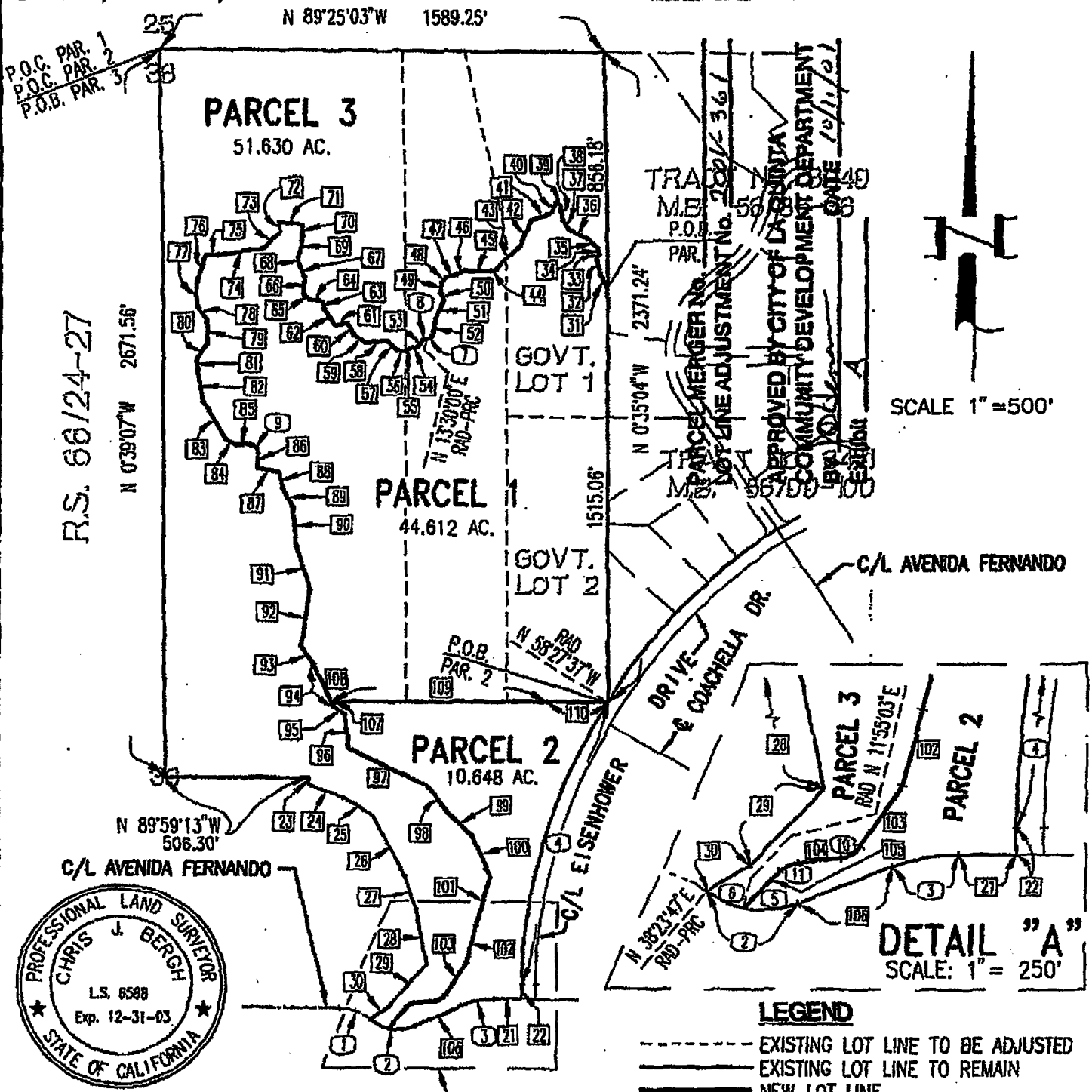
2001-515074  
10/23/2001 08:09R  
4 of 8

# EXHIBIT "B"

Click here to return to Agenda

LOT LINE ADJUSTMENT NO. 2001-361  
 POR. OF EAST HALF, SEC. 36,  
 T. 5S., R. 6E., S.B.M.

NOTE: SEE DATA TABLES ON SHEET 2



PREPARED UNDER THE SUPERVISION OF:

*Chris J. Bergh* 10/3/01  
 CHRIS J. BERGH, L.S. 6588 DATE

SEE DETAIL "A"  
 @ RIGHT HEREON

LOT LINE ADJUSTMENT NO. 2001-361  
 CITY OF LA QUINTA

### LEGEND

- EXISTING LOT LINE TO BE ADJUSTED
- EXISTING LOT LINE TO REMAIN
- NEW LOT LINE
- B OLD LOT NO.
- B NEW LOT NO.



2891-515974  
 18/23/2001 09:09A  
 7 of 8

LA 413301 MAPPING\1101-361\F008.DWG 10/3/01



CALIFORNIA ASSOCIATION OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES) (C.A.R. Form RCSD-B, Revised 6/16)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal

This is a disclosure to the [X] Purchase Agreement, [ ] Buyer Representation Agreement, [ ] Other, dated 01/31/2017 ("Agreement"), for the property known as Approx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando ("Property"), between BT-LJMJM, LLC. A California Limited Liability Co. Jack McGrory, Managing Member ("Seller", [ ] "Buyer Broker"), and The City of La Quinta, a California Municipal Corporation and Charter City ("Buyer")

If a trust, identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.) Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

- 1. [ ] A. TRUST: (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled ... dated ... (2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust. [X] B. ENTITY: Buyer is a [ ] Corporation, [ ] Limited Liability Company, [ ] Partnership [X] Other: Municipal Corp. which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above [ ] is [ ] is not attached. [ ] C. POWER OF ATTORNEY: Buyer ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney ( [ ] Specific Power of Attorney for the Property), dated ... This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

2. Buyer's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Buyer: By \_\_\_\_\_ Date: \_\_\_\_\_ (Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact) (Print Representative Name) Frank Spevacek, City Manager Title: \_\_\_\_\_

Acknowledgement of Receipt By Other Party:

(Buyer Broker) NONE By \_\_\_\_\_ Date: \_\_\_\_\_ (Seller) \_\_\_\_\_ Date: \_\_\_\_\_ (Print Seller Name) BT-LJMJM, LLC. A California Limited Liability Co. Jack McGrory, Managing Member (Seller) \_\_\_\_\_ Date: \_\_\_\_\_ (Print Seller Name) \_\_\_\_\_

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Reviewed by \_\_\_\_\_



RCSD-B REVISED 6/16 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-B PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 6/16)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

This is a disclosure to the [X] Purchase Agreement, [ ] Listing Agreement, [ ] Other dated 01/31/2017, ("Agreement"),

for the property known as Approx. 10.4 acres located at the NW Corner of Eisenhower Dr. and Avenida Fernando ("Property"),

between The City of La Quinta, a California Municipal Corporation and Charter City ("Buyer", [ ] Listing Broker)

and BT-LJMJM, LLC, A California Limited Liability Co. Jack McGrory, Managing Member, ("Seller").

If a trust, identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. [ ] A. TRUST: (1) The Property is held in trust pursuant to a trust document, titled (Full name of Trust) \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_.

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

[X] B. ENTITY: Seller is a [ ] Corporation, [X] Limited Liability Company, [ ] Partnership [ ] Other: \_\_\_\_\_ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above [ ] is [ ] is not attached.

[ ] C. POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney ( [ ] Specific Power of Attorney for the Property), dated \_\_\_\_\_. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

[ ] D. ESTATE: (1) Seller is an [ ] estate, [ ] conservatorship, or [ ] guardianship identified by Superior Court Case name as \_\_\_\_\_, Case # \_\_\_\_\_.

(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller:

By \_\_\_\_\_ Date: \_\_\_\_\_

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) BT-LJMJM, LLC, A California Limited Liability Co. Jack McGrory, Managing Member Title: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) \_\_\_\_\_ Title: \_\_\_\_\_

Acknowledgement of Receipt By Other Party:

(Listing Broker) La Quinta Palms Realty

By \_\_\_\_\_ Date: \_\_\_\_\_

(Buyer) \_\_\_\_\_ Date: \_\_\_\_\_

(Print Buyer Name) Frank Spevacek, City Manager, City of La Quinta, a California Municipal Corporation and Charter City

(Buyer) \_\_\_\_\_ Date: \_\_\_\_\_

(Print Buyer Name) \_\_\_\_\_

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Reviewed by \_\_\_\_\_



RCSD-S REVISED 6/16 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 1 OF 1)

Property Address: Approx. 10.4 acres Located at the NW Corner of Eisenhower Dr. and Avenida Fernando, La quinta CA.

IN WITNESS WHEREOF, Buyer and Seller each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

**SELLER: BT-LJMJM, LLC. A California Limited Liability Company**

\_\_\_\_\_  
Jack McGrory, Managing Member

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
City Attorney

**BUYER:**

**CITY OF LA QUINTA, a California Municipal Corporation and Charter City**

By: \_\_\_\_\_  
Frank Spevacek, City Manager

[end of signatures]

[Click here to return to Agenda](#)



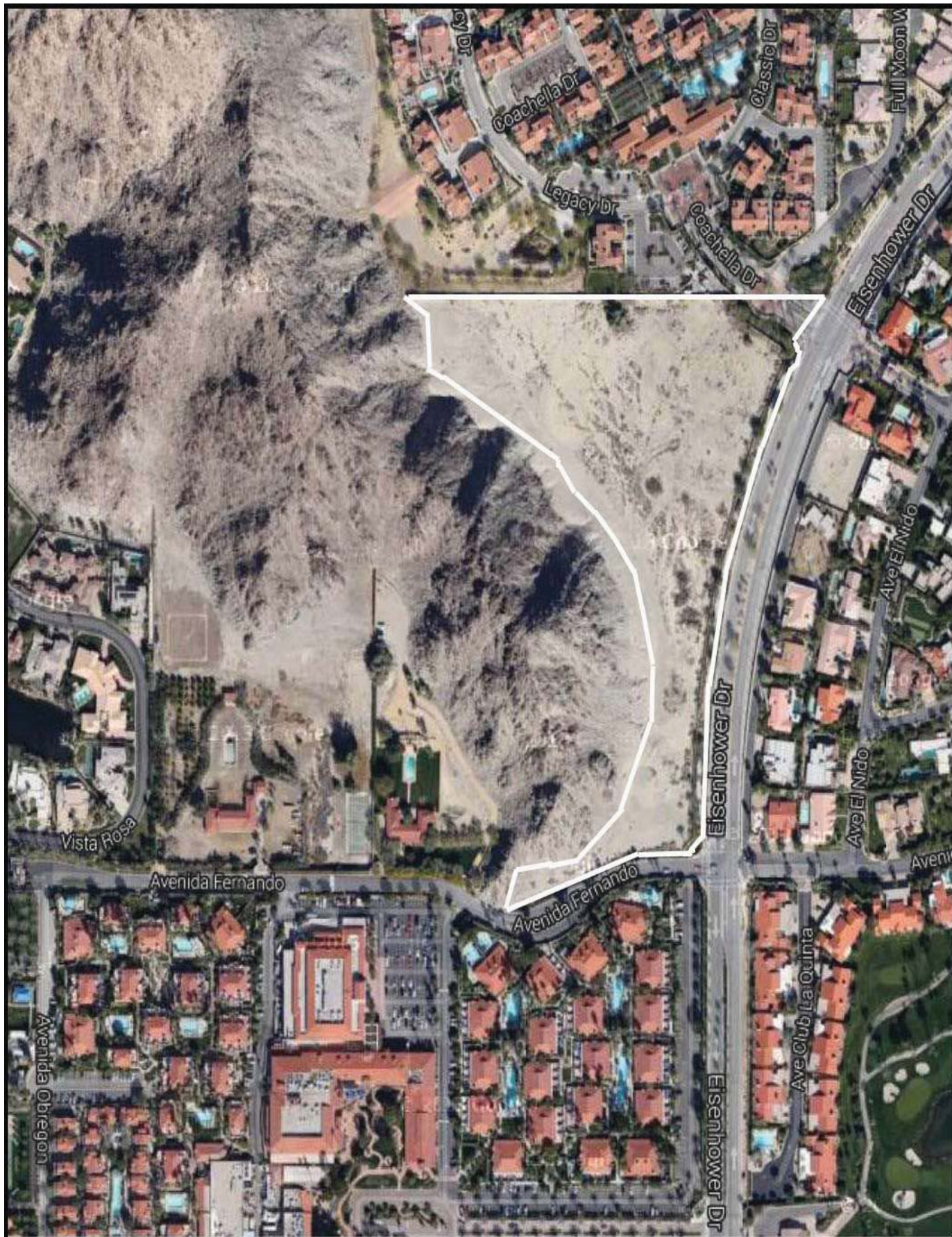


Exhibit 1.3 Aerial Photo Local Setting

[Click here to return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

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**AGENDA TITLE:** APPROVE TRANSIENT OCCUPANCY TAX INCENTIVE PROGRAM

---

### RECOMMENDATION

Approve Transient Occupancy Tax Incentive Program.

### EXECUTIVE SUMMARY

- In January 2016, the Advisory Committee's Final Report recommended applying the City's transient occupancy tax rate (TOT) to hotel resort fees.
- Staff met with management from the La Quinta Resort & Club (LQ Resort) and the Chateau at Lake La Quinta (Chateau), the two properties that levy resort fees, who indicated an interest in a TOT Incentive Program (Program) if the City would dedicate some of this revenue to attract tourism.
- The Program would assist the operators in attracting and securing additional group business that would generate TOT revenue.

### FISCAL IMPACT

Staff estimates additional annual TOT revenue of \$360,000 from resort fees; \$100,000 of this revenue would be designated for the Program. Hotel operators would apply for incentives ranging up to \$25,000.

### BACKGROUND/ANALYSIS

Resort fees are separate fees or charges imposed by a hotel operator for items and services that are part of the hotel accommodations. The former Advisory Committee's Final Report recommended applying the TOT rate to resort fees. An estimated \$360,000 of additional TOT revenue may be generated from applying TOT to resort fees. Currently, five other Coachella Valley cities include resort fees when calculating TOT.

The Mayor and staff met with the management staff from the LQ Resort and the Chateau. The discussions lead to a request that the City use some of this revenue to assist hotels with tourism attraction efforts. They outlined how other cities (one in the Coachella Valley) use programs to entice large groups from major tourism cities such as Los Angeles and Phoenix.

Staff crafted a simple incentive Program that would be available only to those lodging properties that levy resort fees. The Program would offer incentives up to \$25,000 per event, provided the event attracts group business which generates additional overnight stay and TOT revenue. One of the evaluation criteria is to achieve a minimum of 12 percent return on investment per each event after City service costs are deducted to qualify for the incentive.

Staff proposes that the Program follow the City's purchasing policy wherein the City Manager can approve contracts of \$50,000 or less, and the Council receives a listing of these contracts on a quarterly basis. In this case, the City Manager and Economic Development staff would review and authorize the applications per the Council adopted policy and provide a quarterly report to City Council.

If the Council elects to adopt the Program, the ordinance that governs TOT revenue must be amended to clarify that TOT would be collected on resort fees. In May 2016, the City Attorney authored a Department Report stating that applying the existing TOT rate to resort fees does not impose a new tax and the Council may amend the TOT ordinance without the need for voter approval. If the Council concurs, staff will schedule the TOT ordinance amendment for consideration and request an appropriation of TOT revenue to fund this incentive Program thereafter.

## ALTERNATIVES

Modify or do not approve a TOT Incentive Program.

Prepared by: Gilbert Villalpando, Management Specialist

Approved by: Frank Spevacek, City Manager

Attachments: 1. TOT Incentive Program Application

# CITY OF LA QUINTA TOT INCENTIVE PROGRAM



## **APPLICATION DEADLINE**

To be considered, applications must be complete and adhere to the specified format.  
The original signed application must be delivered to:

**TOT Incentive Program**  
**ATTN: Economic Development**  
**78495 Calle Tampico**  
**La Quinta, CA 92220**

**Incomplete applications will not be accepted.**

**Questions?** Contact Gilbert Villalpando at  
(760) 777-7094 or [gvillalpando@la-quinta.org](mailto:gvillalpando@la-quinta.org)

## TOT INCENTIVE PROGRAM

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### INTRODUCTION

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The purpose of the City of La Quinta's Transient Occupancy Tax (TOT) Incentive Program is to promote new tourism activities within the City and encourage wide participation and innovative proposals. The source of the funds is the City's TOT collected on resort fees. Incentives will range from up to \$25,000.

### APPLICATION PERIOD OPEN PENDING AVAILABLE FUNDS

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### ELIGIBILITY

---

This program will fund promotional activities that draw tourists to La Quinta and meet the following criteria:

- **Applicants must be operators that collect TOT on resort fees**
- **Events must be non-recurring and events that have not been held in the City of La Quinta**
- **Event attendees must be groups that stay overnight in paid accommodations located in the City of La Quinta**
- **The event must generate additional TOT revenue for the City and achieve a 12 to 15 percent return on the City's investment, after City incurred costs to provide services for the event are deducted.**

Applications that do not meet all of the above criteria will not be accepted.

The City of La Quinta does not discriminate on the basis of race, national origin, or citizenship; religion or creed; physical or mental disability; sex/gender, sexual orientation, gender identity, marital or familial status; age; military status, political or union affiliation; or involvement in prior complaints of discrimination or harassment.

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## APPLICATION

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**Hotel Name:** \_\_\_\_\_

**Event Name:** \_\_\_\_\_

**Event Date:** \_\_\_\_\_ **Amount of Funding Requested:** \_\_\_\_\_

**Amount of TOT generated from request (If unknown explain):**

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**Reason for Request:**

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**Additional City Revenue Opportunities:**

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**Anticipated City Services Needed to Facilitate the Event:**

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---

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Phone:** \_\_\_\_\_



# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

---

**AGENDA TITLE:** INTRODUCE FOR FIRST READING ORDINANCE NO. 554 AMENDING THE LA QUINTA MUNICIPAL CODE BY ADDING THE REQUIREMENT FOR LANDSCAPE-RELATED BUSINESSES TO COMPLETE A COURSE ON OVERSEEDING ALTERNATIVES AND WATER EFFICIENCY TO CHAPTER 3.28 BUSINESS LICENSES AND CHAPTER 8.13 WATER EFFICIENT LANDSCAPING

---

### RECOMMENDATION

- A. Move to take up Ordinance No. 554 by title and number only and waive further reading.
- B. Move to introduce at first reading, Ordinance No .554 amending Title 3 of the La Quinta Municipal Code by adding Chapter 3.28.045 and Title 8 of the Municipal Code by amending Section 8.13.020 and adding Section 8.13.065.

### EXECUTIVE SUMMARY

- The Coachella Valley Association of Governments (CVAG) requests member cities to require landscape businesses to complete a water efficient landscaping course.
- All Coachella Valley cities, except for the City of La Quinta, adopted a Landscaper Overseeding Certification Ordinance in 2008, which requires landscape professionals to complete a smart scalping landscaping course to comply with the Coachella Valley PM-10 State Implementation Plan.
- On November 1, 2016, Council directed staff to prepare an ordinance requiring certification of landscape businesses in smart scalping and water efficiency.

**FISCAL IMPACT** - None

### BACKGROUND/ANALYSIS

CVAG's Executive Committee approved a model Landscaper Overseeding Certification Ordinance in July 2007 to improve regional air quality; all Coachella Valley cities subsequently adopted the ordinance except for the City of La Quinta. This program requires landscape businesses to complete a smart scalping course at the College of the Desert (COD) prior to obtaining a business license. Approximately 630 certificates have been issued. In 2008, Councilmembers questioned the value of smart scalping courses and the impact of smart scalping in improving air quality and ultimately decided against mandating the certification as a prerequisite to obtaining a city business license. Though a certification course requirement was not adopted, smart scalping methods are used for City landscape maintenance.

In June 2016, CVAG's Executive Committee amended the existing model Landscaper Overseeding Certification Ordinance to add a certification course requirement for water efficiency. CVAG requests that each city amend their overseeding ordinance to require all landscape-related businesses complete a water efficiency landscaping course within 12 months preceding application or renewal of a city business license (Attachment 1). The new course is offered online by COD and will be combined with the existing Landscaper Overseeding Certification Program. The course is offered free of charge and there is no cost to member agencies (Attachment 2). CVAG estimates that both courses can be completed in four hours. There are 91 existing landscape-related business licenses in the City of La Quinta. If approved by Council, these businesses will be required to fulfill the certification course in order to renew their licenses.

Staff recommends that the Council require landscape-related businesses to participate in the overseeding and water efficient landscaping certification program. The cities of La Quinta and Desert Hot Springs are the only Coachella Valley cities not to adopt the landscape certification requirement. Though the ordinance does not regulate smart scalping or water efficient landscape maintenance activities, a course requirement will encourage activities that improve regional air quality and water efficiency.

### [ALTERNATIVES](#)

The Council could recommend additional code amendments or recommend not modifying the existing business license requirements.

Prepared by: Gabriel Perez, Planning Manager

Approved by: Timothy R. Jonasson, P.E., Design and Development Director/City Engineer

Attachments: 1. Landscaper Certification Course Announcement  
2. Landscaper Certification Course Outline

## ORDINANCE NO. 554

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING THE LA QUINTA MUNICIPAL CODE BY ADDING THE REQUIREMENT FOR LANDSCAPE-RELATED BUSINESSES TO COMPLETE A COURSE ON OVERSEEDING ALTERNATIVES AND WATER EFFICIENCY TO CHAPTER 3.28 BUSINESS LICENSES, AND CHAPTER 8.13 WATER EFFICIENT LANDSCAPING**

**WHEREAS**, the City Council of the City of La Quinta, California did, on the 7<sup>th</sup> day of February 2017, reviewed a City-initiated request to amend Title 3 (Revenue and Finance), Chapter 3.28 (Business Licenses) and Title 8 (Buildings and Construction), Chapter 8.13 (Water Efficient Landscaping) of the La Quinta Municipal Code; and

**WHEREAS**, air quality and water efficiency are among the most essential issues associated with public health and safety, which in turn is essential to the continued economic well-being of the Coachella Valley and to the needs of its residents; and

**WHEREAS**, the majority of water use in the Coachella Valley is for outdoor landscaping and our ability to meet water conservation goals and maintain the high quality of our water supply depends on water conservation best practices in landscaping; and

**WHEREAS**, air quality within the Coachella Valley is significantly impacted by the local tradition of scalping the summer (Bermuda) turf grass in preparation for annual over seeding with rye grass each fall; and

**WHEREAS**, the City Council finds that the Coachella Valley Water District (CVWD), in partnership with the Coachella Valley Association of Governments (CVAG), College of the Desert (COD), other local water districts, and local stakeholders, has developed a two-hour water efficiency course to provide guidance to landscape-related business professionals regarding reduction of water use in turf and other landscape areas and encourage the use of water efficient desert landscaping; and

**WHEREAS**, the City Council finds that CVAG, in partnership with the South Coast Air Quality Management District (SCAQMD), has developed a course for the Landscape Certification Program promoting an over seeding process whereby there is a gradual reduction of watering combined with a progressive lowering of the turf as an alternative to the traditional single-scalping operation; and

**WHEREAS**, the water efficiency curriculum can be added to the existing course on over seeding alternatives for the Landscape Certification Program; and

**WHEREAS**, the updated course for the Landscape Certification Program, which will include both the smart scalping curriculum and the water efficiency curriculum, will be available online and/or at a local testing center, and will be available in English and Spanish; and

**WHEREAS**, The Landscape Certification Program requirement for professionals in the landscaping installation, maintenance, design, and other landscape-related businesses, and their suppliers within the City of La Quinta is an efficient and effective method of promoting the over seeding alternative and water efficiency; and

**WHEREAS**, the public health and safety is served by requiring completion of said course as a prerequisite for the issuance and renewal of business licenses for landscape-related businesses within the City of La Quinta; and

**WHEREAS**, the City Council finds that this new educational prerequisite should take effect on April 1, 2017.

**NOW, THEREFORE**, the City Council of the City of La Quinta does ordain as follows:

**SECTION 1. TITLE 3 REVENUE AND FINANCE, CHAPTER 3.28 BUSINESS LICENSES** shall be amended to add a new Section 3.28.045 as written in Exhibit A attached hereto.

**SECTION 2. TITLE 8 BUILDINGS AND CONSTRUCTION, CHAPTER 8.13 WATER EFFICIENT LANDSCAPING** shall be amended to add certain definitions to Section 8.13.020 and to add a new Section 8.13.065 as written in Exhibit A attached hereto.

**SECTION 3.** That the City Council does hereby approve a requirement for an overseeding alternative and water efficiency course for landscape-related businesses, as set forth in attached Exhibit A for the reasons set forth in this Ordinance.

**SECTION 4.** This Ordinance shall be in full force and effect the latter of thirty (30) days after its adoption or April 1, 2017.

**SECTION 5.** The City Clerk shall, within 15 days after passage of this Ordinance, cause it to be posted in at least three public places designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the permanent record of Ordinances of the City of La Quinta.

**SECTION 6.** Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City

Ordinance No. 554  
Amendment to Titles 3 and 8  
Adopted:  
Page 3 of 3

Council hereby declares that it would have adopted this Ordinance and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

**PASSED, APPROVED and ADOPTED**, at a regular meeting of the La Quinta City Council held this \_\_\_ day of February, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

---

SUSAN MAYSELS, City Clerk  
City of La Quinta, California

(CITY SEAL)

**APPROVED AS TO FORM:**

---

WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

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**ADD: SECTION 3.28.045 Required course for landscape-related businesses on overseeding alternative and water efficiency**

Applicants for a city business license or renewal of a city business license to provide services or nursery products related to or used for landscape installation, maintenance, or design, shall comply with the required course provision of Section 8.13.065 of this code.

**Chapter 8.13 WATER EFFICIENT LANDSCAPING**

**8.13.020 Definitions.**

The words used in this chapter have the meanings set forth below:

“Application rate” means the depth of water applied to a given area, usually measured in inches per hour. Also known as precipitation rate (sprinklers) or emission rate (drippers/microsprayers) in gallons per hour.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic controller” means a mechanical or solid-state timer, capable of operating valve stations to set the days and length of time of a water application.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Beneficial use” means water used for landscape evapotranspiration.

“Certified landscape irrigation auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the United States Environmental Protection Agency WaterSense irrigation auditor certification program and Irrigation Association Certified Landscape Irrigation Auditor program.

ADD: “City” means the City of La Quinta.

“Conversion factor (0.62)” means a number that converts the maximum applied water allowance from acre-inches per acre per year to gallons per square foot per year. The conversion factor is calculated as follows:

(325,851 gallons/43,560 square feet)/12 inches	= (0.62)
325,851 gallons	= one acre-foot
43,560 square feet	= one acre

ORDINANCE 554 - EXHIBIT A

12 inches

= one foot

To convert gallons per year to one hundred cubic feet per year, the common billing unit for water, divide gallons per year by seven hundred forty-eight. (748 gallons = 100 cubic feet)

“Desert landscape” means a desert landscape using native plants spaced to look like a native habitat utilizing plants native to the southwestern United States and northern Mexico or native to other desert regions of the world but adapted to the Coachella Valley.

“Distribution uniformity” is a measure of how evenly sprinklers apply water. The low-quarter measurement method (DULQ) utilized in the irrigation audit procedure is utilized for the purposes of these criteria. These criteria assume an attainable performance level of 75% DULQ for spray heads, 80% DULQ for rotor heads and 85% DULQ for recreational turf grass rotor heads.

“Drip irrigation” means a method of irrigation where the water is applied slowly at the base of plants without watering the open space between plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Effective precipitation” or “usable rainfall” means the portion of total natural precipitation that is used by the plants. Precipitation is not a reliable source of water in the desert.

“Electronic controllers” are time clocks that have the capabilities of multi-programming, water budgeting and multiple start times.

“Emission uniformity” is a measure of how evenly drip and microspray emitters apply water. The low-quarter measurement method (EULQ) utilized in the landscape irrigation evaluation procedure is utilized for the purposes of these criteria. These criteria assume 90% DULQ for drippers, microsprays and pressure compensating bubblers.

“Emitter” means drip irrigation fittings that deliver water slowly from the system to the soil.

“Established landscape” means the point at which plants in the landscape have developed roots into the soil adjacent to the root ball.

“Establishment period” means the first year after installing the plant in the landscape.



ORDINANCE 554 - EXHIBIT A

“Estimated annual applied water use” means the portion of the estimated annual total water use that is derived from applied water. The estimated annual applied water use shall not exceed the maximum applied water allowance.

“Estimated annual total applied water use” (total of all hydrozones) means the annual total amount of water estimated to be needed by all hydrozones to keep the plants and water features in the landscaped area healthy and visually pleasing. It is based upon such factors as the local evapotranspiration rate, the size of the landscaped area, the size and type of the water feature, the types of plants, and the efficiency of the irrigation system. The estimated annual total applied water use shall not exceed the maximum applied water allowance.

“ET adjustment factor” means a factor of 0.45 that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape.

“Evapotranspiration” or “ET” means the quantity of water evaporated from adjacent soil surfaces and transpired by plants during a specific time.

“Flow rate” means the rate at which water flows through pipes and valves (gallons per minute or cubic feet per second).

“Hardscape” means concrete or asphalt areas including streets, parking lots, sidewalks, driveways and patios and decks.

“Head-to-head coverage” means one hundred percent sprinkler coverage of the area to be irrigated, with maximum practical uniformity.

“High flow check valve” means a valve located under/in a sprinkler head to stop the flow of water if the spray head is broken or missing.

“Hydrozone” means a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or nonirrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a nonirrigated hydrozone.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (inches per hour).

“Irrigation efficiency” means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum irrigation efficiency for purposes of this chapter is 0.75 or 75 percent and .90 or 90 percent for drip systems.

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“Landscape irrigation audit” means a process to perform site inspections, evaluate irrigation systems, and develop efficient irrigation schedules.

“Landscape architect” means a person who holds a license to practice landscape architecture as per the state of California Business and Professions Code, Section 5615.

“Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

[ADD: “Landscape-related business” means any entity providing services or nursery products related to or used for landscape installation, maintenance, or design.](#)

“Landscaped area” means the entire parcel less the building footprint, driveways, non-irrigated portions of parking lots, hardscapes such as decks and patios, and other nonporous areas. Water features are included in the calculation of the landscaped area.

“Lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Local water purveyor” means the Coachella Valley Water District (CVWD).

“Main line” means the pressurized pipeline that delivers water from the water meter to the valve or outlet.

“Maximum applied water allowance” means for design purposes, the upper limit of annual applied water for the established landscaped area, as specified in Division 2, Title 23, California Code of Regulations, Chapter 7, Section 492. It is based upon the area’s reference evapotranspiration, the ET adjustment factor, and the size of the landscaped area. The estimated applied water use shall not exceed the maximum applied water allowance.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Mulch” means any material such as gravel, small rocks, pebbles, decorative sand, decomposed granite, bark, straw or other material left loose and applied to the soil surface for the beneficial purpose of reducing evaporation.

“Native plants” means low water using plants that are indigenous to the Coachella Valley and lower Colorado Desert region of California and Arizona.

ORDINANCE 554 - EXHIBIT A

“Operating pressure” means the manufacturer’s recommended pressure at which a system of sprinklers, bubblers, drippers or microsprayers is designed to operate.

“Overhead sprinkler irrigation systems” means those with high flow rates (pop-ups, impulse sprinklers, rotors, etc.).

“Overspray” means the water which is delivered beyond the landscaped area, wetting pavements, walks, structures, or other nonlandscaped areas.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Plant factor” means a factor that when multiplied by reference evapotranspiration, estimates the amount of water used by plants. For purposes of this chapter, the average plant factor of very low water using plants ranges from 0.01 to 0.10, for low water using plants the range is 0.10 to 0.30, for moderate water using plants the range is 0.40 to 0.60 and for high water using plants, the range is 0.70 to 0.90. Reference: Water Use Classifications of Landscape Species IV(WUCOLS IV).

“Pressure compensating (PC) bubbler” means an emission device that allows the output of water to remain constant regardless of input pressure. Typical flow rates for this type of bubbler range between 0.25 gpm to 2.0 gpm.

“Pressure compensating screens/devices” means small screens/devices inserted in place of standard screens/devices that are used in sprinkler heads for radius and high pressure control.

“Qualified professional” means a person who has been certified by his or her professional organization or a person who has demonstrated knowledge and is locally recognized as qualified among landscape architects due to longtime experience.

“Rain sensing device” means a system which automatically shuts off the irrigation system when it rains.

“Record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in the work made during construction which are usually based on drawings marked up in the field and other data furnished by the contractor.

“Recreational area” means areas of active play or recreation such as sports fields, school yards, picnic grounds, or other areas with intense foot traffic.

“Recreational turfgrass” means turfgrass that serves as a playing surface for sports and recreational activities. Athletic fields, golf courses, parks and school playgrounds are all examples of areas hosting recreational turfgrass.

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“Recreational turfgrass ET adjustment factor” means a factor of 0.82 that, when applied to reference evapotranspiration, adjusts for the additional stress of high traffic on recreational turfgrass and the higher irrigation efficiencies of long range rotary sprinklers. These are the two major influences upon the amount of water that needs to be applied to a recreational landscape. A mixed cool/warm season turfgrass with a seasonal average of 0.7 is the basis of the plant factor portion of this calculation. The irrigation efficiency of long range sprinklers for purposes of the ET adjustment factor is 0.85. Therefore, the ET adjustment factor is  $0.82 = 0.7/0.85$ .

“Recycled water,” “reclaimed water” or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation; not intended for human consumption.

“Reference evapotranspiration” or “ET<sub>o</sub>” means a standard measurement of environmental parameters which affect the water use of plants. ET<sub>o</sub> is given in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of cool-season grass that is well watered. Reference evapotranspiration is used as a basis of determining the maximum applied water allowances so that regional differences in climate can be accommodated. For purposes of this chapter, the most current edition of the Coachella Valley Water District’s Reference Evapotranspiration Table shall be referenced.

“Rehabilitated landscape” means any re-landscaping project whose choice of new plant material and/or new irrigation system components is such that the calculation of the site’s estimated water use will be significantly changed. The new estimated water use calculation must not exceed the maximum applied water allowance calculated for the site using a 0.45 ET adjustment factor.

“Runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the planted area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate), when there is a severe slope or when water is misapplied to hardscapes.

“Service line” means the pressurized pipeline that delivers water from the water source to the water meter.

“Smart controller” means weather based or soil moisture based irrigation controls that monitor and use information about environmental conditions for a specific location and landscape (such as soil moisture, rain, wind, the plants’ evaporation and transpiration rates and, in some cases, plant type and more) to decide for themselves when to water and when not to, providing exactly the right amount of water to maintain lush, healthy growing conditions.

“Soil moisture sensing device” means a device that measures the amount of water in the soil.

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“Soil texture” means the classification of soil based on the percentage of sand, silt and clay in the soil.

“Sprinkler head” means a device which sprays water through a nozzle.

“Static water pressure” means the pipeline pressure when water is not flowing.

“Station” means an area served by one valve or by a set of valves that operates simultaneously.

“Turf” means a surface layer of earth containing mowed grass with its roots. Perennial and annual ryegrass are cool season grasses. Hybrid and common Bermuda grass, are warm season grasses.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water conservation concept statement” means a one-page checklist and a narrative summary of the project.

“Water feature” means any water applied to the landscape for nonirrigation decorative purposes. Fountains, streams, ponds and lakes are considered water features. Water features use more water than efficiently irrigated turf grass and are assigned a plant factor value of 1.1 for a stationary body of water and 1.2 for a moving body of water.

Note: Section 65594, Government Code. Reference: Section 65597, Government Code. (Ord. 476 § 1, 2010; Ord. 452 § 1, 2008; Ord. 392 § 3 (Exh. A)(part), 2003; Ord. 220 § 1 (Exh. A)(part), 1993)

**ADD: 8.13.065 Required course for landscape-related businesses on overseeding alternative and water efficiency**

Effective April 1, 2017, when making an application for a City business license or an application to renew a City business license, for any entity providing services or nursery products related to or used for landscape installation, maintenance, or design, the applicant shall present proof that at least one employee has, within the twelve months immediately preceding the application, completed a minimum four-hour course approved by the City on grass overseeding alternatives to traditional scalping and landscaping water efficiency.

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# Take the Online Landscaper Certification Class

Learn about the best water conservation practices including the following topics:

- Soil types
- Irrigation system efficiency
- Understanding turf grass

**This class is now required to apply for any landscaping related business licences within the Coachella Valley. Check your city's website for more information.**

Note: This class is in addition to the AQMD certificate.

Class is available in English and Spanish.



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## Landscaper Certification Class Outline

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The class will be available in both English and Spanish through COD. There will be a short quiz between each section of the class.

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- Introduction
  - Removing turf and replacing with desert landscaping is our first choice
  - If you have grass, how do you irrigate it efficiently
- Define efficiency
  - In a technical way, as it relates to different types of irrigation
  - Understanding irrigation system water use
- Know your soil
  - Gravelly sand, sand, sandy loam
    - Characteristics of each
  - How to irrigate each soil type
- Know your weather
  - Weather determines Evapotranspiration
    - The amount of water drawn from a plant by the atmosphere
  - How to use Evapotranspiration to irrigate efficiently
- Know your turf grass
  - Understanding the needs of different types of grass
  - Understanding root depth
- Know your irrigation system
  - Types of irrigation
  - Irrigation system performance
  - Precipitation rates
  - Sprinkler uniformity
- Match your irrigation system to your soil, your weather and your turf grass
  - Programming the irrigation controller
  - Scheduling a baseline for run times
  - The difference between entire areas and “spots” of stress
  - How to cut back
- CVWD rebate programs

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# City of La Quinta

CITY COUNCIL MEETING: February 7, 2017

## STAFF REPORT

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**AGENDA TITLE:** DISCUSS CANNABIS DELIVERY AND PROPOSITION 64 UPDATE

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### RECOMMENDATION

Provide direction to staff regarding cannabis delivery and Proposition 64 update.

### EXECUTIVE SUMMARY

- La Quinta Municipal Code Chapter 5.90 prohibits all cannabis related uses, including, but not limited to, cooperatives, cultivation, deliveries, dispensaries, and other commercial cannabis activities for which a state license is required under the Medical Marijuana Regulation and Safety Act (MMRSA).
- On December 15, 2015, the City Council created an ad hoc committee (Committee) to evaluate the City's ordinance on medical cannabis deliveries.
- On November 8, 2016, the Adult Use of Marijuana Act (Prop. 64) was passed. Local governments are generally permitted to ban commercial marijuana businesses under Prop. 64. A local government may not ban the personal indoor cultivation or transportation on public roads of commercial marijuana through city limits.

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

On December 15, 2015, City Council created a Committee comprised of Councilmember Peña and former Councilmember Franklin to evaluate the City's ordinance on cannabis deliveries. The first of six meetings was held on January 28, 2016 and included residents and medical cannabis delivery business owners.

Initially, the Committee reviewed City Ordinance Chapter 5.90 Cannabis Related Uses, Commercial Cannabis Activities, Deliveries, and Cultivation Prohibited and considered examples of other city ordinances for medical cannabis delivery allowances. With the proposal and adoption last year of Prop. 64, the Committee also reviewed minor conforming amendments. Prop. 64 is designed to allow responsible use of marijuana by adults 21 and over within a tightly regulated system. It allows adults to legally possess, transport, purchase, consume and share up to one ounce of marijuana and 8 grams of concentrated marijuana. Adults may also legally grow up to six plants at home. The newly-formed Bureau of Marijuana Control within the Department of Consumer Affairs will coordinate efforts of the Departments of Public Health and Food & Agriculture, among others, to oversee regulation for both medical and nonmedical marijuana.

Separate from Prop. 64, the MMRSA is a series of bills passed by the state legislature, AB 243, AB 266, and SB 643, dealing with different aspects of licensing and regulating medical

cannabis. Prop. 64 will be regulated using the same centralized statewide framework and by the same state agencies provided for in those laws.

**Local Governments May Issue Permits or Licenses** Prop. 64 does not require cities and counties to provide local commercial businesses permits or licenses for a business to operate legally under state law. However, if they choose to do so, local governments have the ability to regulate nonmedical marijuana businesses through zoning and local laws, and may ban businesses from existing within their jurisdictions.

**Prop. 64 Allows Local Governments to License Onsite Consumption**

Prop. 64 permits licensed businesses, subject to local approval, to sell nonmedical marijuana for the purposes of onsite consumption by adults 21 and over. Those businesses may not sell or permit the consumption of alcohol or tobacco.

**Prop. 64 May Generate Significant Revenue for California**

Prop. 64 imposes a 15 percent state excise tax on all retail sales of marijuana (both medical and nonmedical), in addition to the state sales tax, and a separate state tax on cultivation. State officials estimate this will generate hundreds of millions of dollars to over \$1 billion in new revenue each year.

**Tax Revenue Could Benefit Local Governments**

After ensuring the new law is adequately funded and researched, 20 percent of the remaining funds will be placed in a separate State and Local Government Law Enforcement Account. Funds from the account will be disbursed to the Board of State and Community Corrections for making grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of Prop. 64. Local governments will not be eligible for these grants if they ban the cultivation or retail sale of marijuana.

**Local Governments May Impose Their Own Tax**

Consistent with state law and voter approval requirements, local governments may establish their own excise taxes on medical and nonmedical marijuana. License fees may also be imposed for city regulations.

**Local Governments May Ban Businesses**

Local governments are permitted to ban commercial marijuana businesses under Prop. 64. However, a local government cannot ban the personal indoor cultivation (up to six marijuana plants) but can ban outdoor cultivation and may “reasonably regulate” personal indoor cultivation through, for example, a licensing process. If a local government bans businesses or outdoor cultivation, they are ineligible for a share of the state tax revenue.

**Ad Hoc Committee Proposed Ordinance**

The Committee last met on November 16, 2016 and reviewed the draft ordinance (Attachment 1). It focuses only on the Council’s direction to look at limited medical marijuana delivery within the City. The draft also includes minor conforming amendments under Prop. 64.

Prepared by: Gilbert Villalpando, Management Specialist

Approved by: Frank J. Spevacek, City Manager

Attachment: 1. Draft Ordinance

## ORDINANCE NO.

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING CHAPTER 5.90 OF, AND ADDING CHAPTER 5.91 TO, THE LA QUINTA MUNICIPAL CODE, RELATING TO THE REGULATION OF THE DELIVERY OF MEDICAL CANNABIS IN THE CITY OF LA QUINTA AND CONFORMING AMENDMENT PURSUANT TO STATE ADULT USE OF MARIJUANA ACT

**WHEREAS**, on November 5, 1996, the voters of the State of California approved Proposition 215, codified as Health and Safety Code Section 11362.5 *et seq.*, and entitled the Compassionate Use Act of 1996 (“CUA”). The CUA exempts qualified patients and their primary caregivers from criminal liability under state law for the possession and cultivation of cannabis (marijuana) for personal medical use; and

**WHEREAS**, the intent of the CUA was to enable persons in the State of California who are in need of cannabis for medicinal purposes to obtain it and use it under limited, specified circumstances; and

**WHEREAS**, the State Legislature enacted Senate Bill 420 in October 2003, codified a Health and Safety Section 11362.7, *et seq.*, (“Medical Marijuana Program Act,” or “MMPA”) to clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with SB 420. The MMPA created a state-approved voluntary medical cannabis identification card program and provided for certain additional immunities from state cannabis laws. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana [cannabis] cooperative or collective” and to civilly and criminally enforce such ordinances; and

**WHEREAS**, the CUA and MMPA do not “legalize” cannabis, but provide limited defenses to certain categories of individuals with respect to certain conduct and certain state criminal offenses; and

**WHEREAS**, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land[,]”; and

**WHEREAS**, the Federal Controlled Substances Act, 21 U.S.C. § 801 *et seq.*, classifies marijuana [cannabis] as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted

medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, cannabis. The Federal Controlled Substances Act contains no exemption for medical purposes; and

**WHEREAS**, on October 9, 2015 Governor Brown signed three bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (“MMRSA”). MMRSA established a state licensing scheme for commercial medical cannabis uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a state license. MMRSA allows a City to regulate cannabis delivery activities; and

**WHEREAS**, the City Council finds that unregulated cannabis delivery activities can adversely affect the health, safety, and well-being of City residents. Citywide regulation and licensing of medical cannabis delivery is proper and necessary to minimize the risks of criminal activity and other impacts that may result from such activities; and

**WHEREAS**, pursuant to the MMRSA, on or about January 19, 2016, the City Council adopted Ordinance No. 532, which added Chapter 5.90 to the La Quinta Municipal Code, prohibiting throughout the City all Cannabis related uses, including but not limited to “Cooperatives,” “Cultivation,” “Deliveries,” “Dispensaries,” and other “Commercial Cannabis Activities” (as defined in Chapter 5.90) for which a state license is required under the MMRSA; and

**WHEREAS**, in response to concerns raised by members of the public and residents of the City, the City Council directed the formation of the Ad Hoc Cannabis Committee to review and evaluate a potential amendment to the La Quinta Municipal Code that would allow for limited delivery of medical cannabis to residents within the City that would otherwise not have the ability to obtain easily medical cannabis under the City’s ban of all Commercial Cannabis Activities; and

**WHEREAS**, on November 8, 2016, California voters approve Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (the “Adult Use Act”), which generally sets forth comprehensive statutory provisions regulating nonmedical/recreational cannabis at all levels of use and commerce; and

**WHEREAS**, the Adult Use Act authorizes local jurisdictions to enforce state laws and regulations for nonmedical/recreational cannabis businesses, to enact additional local requirements for nonmedical/recreational cannabis businesses, and to ban nonmedical/recreational businesses; and

**WHEREAS**, the Adult Use Act (Health and Safety Code sections 11362.1(a)(3) and 11362.2(b)(2)) authorizes “personal use” of nonmedical/ recreational cannabis for

persons 21 years of age or older, and the Adult Use Act specifically allows such persons to possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants, and state law preempts local jurisdictions from completely prohibiting persons engaging in this personal use of nonmedical/recreational cannabis inside a private residence or inside a fully enclosed and secure accessory structure to a private residence located on the grounds of a private residence; and

**WHEREAS**, the Adult Use Act (Business and Professions Code section 26080(b)) preempts local jurisdictions from preventing transportation of cannabis or cannabis products on public roads by a licensee transporting cannabis or cannabis products in compliance with state law, but the Adult Use Act (Business and Professions Code sections 26090(b) and 26200(a)) specifically authorizes local jurisdictions to adopt and enforce local ordinances that regulate, or completely prohibit, nonmedical/recreational cannabis businesses that may be licensed to operate under the Adult Use Act, including businesses that may be licensed under state law for the delivery of nonmedical/recreational cannabis or cannabis products; and

**WHEREAS**, after multiple meetings and discussions, including with the City Attorney’s Office and other interested stakeholders, the Ad Hoc Cannabis Committee has submitted a proposed ordinance for consideration by the City Council.

**NOW, THEREFORE**, the City Council of the City of La Quinta does ordain as follows:

**SECTION 1: Recitals.** The foregoing recitals are true and correct and are incorporated herein as though set forth in full.

**SECTION 2: Authority.** This ordinance is adopted pursuant to the authority granted by the California Constitution and state law, including but not limited to Article XI, Section 7 of the California Constitution, the CUA, the MMPA, and the MMRSA.

**SECTION 3: Adoption.** Section 5.90.020 of the La Quinta Municipal Code is hereby amended, and Chapter 5.91 is hereby added to the La Quinta Municipal Code, as written in Exhibit A attached hereto.

**SECTION 4: Cumulative Ordinance.** Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City’s Zoning Code.

**SECTION 5: CEQA Determination.** In adopting this Ordinance, the City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations Sections 15061(b)(3) and 15378, in that it can be seen with certainty that the adoption of the Municipal Code amendments propose no activity that may have a significant effect on the

Ordinance No.  
LQMC – Amending Chapter 5.90 and Adding Chapter 5.91  
Adopted:  
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environment and will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

**SECTION 6: Severability.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

**SECTION 7: Effective Date.** This Ordinance shall be in full force and effect thirty (30) days after its adoption.

**SECTION 8: Posting.** The City Clerk shall, within 15 days after passage of this Ordinance, cause it to be posted in at least three public places designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the Book of Ordinances of the City of La Quinta.

**PASSED, APPROVED and ADOPTED,** at a regular meeting of the La Quinta City Council held this \_\_\_ day of \_\_\_\_\_, 20\_\_ by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

\_\_\_\_\_  
SUSAN MAYSELS, City Clerk  
City of La Quinta, California

(CITY SEAL)



Ordinance No.  
LQMC – Amending Chapter 5.90 and Adding Chapter 5.91  
Adopted:  
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**APPROVED AS TO FORM:**

---

WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

DRAFT

**EXHIBIT A**

**CHAPTER 5.90 of the La Quinta Municipal Code is amended, to read:**

5.90.010 Definitions.

“Cannabis” shall mean 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 marijuana. “Cannabis” also means “marijuana” as defined by Section 11018 of the California Health and Safety Code, and Section 26001(s) of the California Business and Professions Code, as may be amended from time to time. ~~as enacted by Chapter 1407 of the Statutes of 1972.~~ The term “Cannabis” shall also have the same meaning as “cannabis” set forth in Section 19300.5(f) of the California Business and Professions Code, as may be amended from time to time. ~~“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 defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Cannabis accessories” shall have the same meanings as “marijuana accessories” as defined in Section 11018.2 of the California Health and Safety Code, and Section 26001(t) of the California Business and Professions Code, as may be amended from time to time.

“Cannabis products” shall have the same meanings as “marijuana products” as defined in Section 11018.1 of the California Health and Safety Code, and Section 26001(u) of the California Business and Professions Code, as may be amended from time to time.

“Caregiver” or “primary caregiver” shall have the same meaning as set forth in Section 11362.7 of the California Health and Safety Code, as may be amended from time to time.

“Commercial cannabis activity” shall have the same meaning as set forth in Section 19300.5(k) of the California Business and Professions Code, as may be amended from time to time. “Commercial cannabis activity” shall also have the same meaning as a cannabis or marijuana “operation” as defined in Section 26001(w) of the California Business and Professions Code, as may be amended from time to time.

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The “Control, Regulate and Tax Adult Use of Marijuana Act” or “Adult Use Act” shall mean and refer to that the provisions of law adopted by the voters by statewide ballot initiative (Proposition 64) on the November 8, 2016 General Election, as those provisions of law may be amended from time to time.

“Cooperative” shall mean two or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering, or making available cannabis, with or without cultivation.

“Cultivation” or “cultivate” shall have the same ~~meaning~~meanings as set forth in Section 19300.5(l) and Section 26001(e) of the California Business and Professions Code, as may be amended from time to time.

“Delivery” shall have the same ~~meaning~~meanings as set forth in Section 19300.5(m) and Section 26001(h) of the California Business and Professions Code, as may be amended from time to time.

“Dispensary” shall have the same meaning set forth in Section 19300.5(n) of the California Business and Professions Code, as may be amended from time to time. For purposes of this chapter, dispensary shall also include a cooperative. Dispensary shall not include the following uses: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code; (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code; (3) a residential care facility for persons with chronic life threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code; (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; (5) a residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

“Distribution” or “distribute” shall have the same meaning as set forth in Section 26001(j) of the California Business and Professions Code, as may be amended from time to time.

“Manufacture” shall have the same meaning as set forth in Section 26001(q), and “manufacturer” shall have the same meaning as set forth in Section 26001(r), of the California Business and Professions Code, as may be amended from time to time.

“Medical cannabis” or “cannabis” shall have the same meaning as set forth in Section 19300.5(ag) of the California Business and Professions Code, as may be amended from time to time.

“Medical Marijuana Regulation and Safety Act” or “MMRSA” shall mean and refer to the following three bills signed into law on October 9, 2015, as the same may be amended from time to time: AB 243, AB 266, SB 643.

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“Qualifying patient” or “qualified patient” shall have the same meaning as set forth in Section 11362.7 of the California Health and Safety Code, as may be amended from time to time.

#### 5.90.020 Prohibitions.

A. Cannabis Related Uses. Except as provided in Chapter 5.91, all~~All~~ cannabis related uses, including, but not limited to, cooperatives, cultivation, deliveries, dispensaries, distribution, manufacture, and other commercial cannabis activities for which a state license is required under the MMRSA and the Adult Use Act, including cannabis uses and operations relating to cannabis accessories and cannabis products, are prohibited throughout the city. The city shall not issue any permit, or process any license or other entitlement for any cannabis related use or any other activity for which a state license is required under the MMRSA. No person shall establish, operate, conduct, permit or allow any cannabis related use anywhere within the city as prohibited under this paragraph.

B. Commercial Cannabis Activities. Except as provided in Chapter 5.91, all~~All~~ commercial cannabis activities, including, but not limited to, cooperatives, cultivation, deliveries, ~~and~~ dispensaries, distribution, and manufacturing, are expressly prohibited throughout the city regardless of whether or not the commercial cannabis activity is for medical cannabis or cannabis used for medicinal purposes. The city shall not issue any permit, or process any license or other entitlement for any commercial cannabis activity. No person shall establish, operate, conduct, permit or allow a commercial cannabis activity anywhere within the city.

C. Cannabis Deliveries. Except as provided in Chapter 5.91, all~~All~~ deliveries of cannabis and medical cannabis are expressly prohibited in the city. No person shall conduct any deliveries of cannabis or medical cannabis that either originate or terminate at any location within the city.

D. Cannabis Cultivation. Except as provided in Chapter 5.91, the~~The~~ cultivation of cannabis, regardless of whether for commercial or non-commercial purposes, and including cultivation by a qualified patient or primary caregiver is expressly prohibited throughout the city. No person, including, but not limited to, a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the city, regardless of whether or not the cannabis is intended to be used for medical purposes.

[NO FURTHER AMENDMENTS TO CHAPTER 5.90]

**CHAPTER 5.91 is added to the La Quinta Municipal Code, to read:**

## **CHAPTER 5.91 MEDICAL CANNABIS DELIVERY SERVICES**

### **5.91.010 Definitions.**

“Cannabis” shall have the same meaning as set forth in Section 5.90.010 of this code.

“Cannabis accessories” shall have the same meanings as set forth in Section 5.90.010 of this code.

“Cannabis products” shall have the same meanings as set forth in Section 5.90.010 of this code.

“Caregiver” and “primary caregiver” shall have the same meaning as set forth in Section 5.90.010 of this code.

“Commercial Cannabis Activities” shall have the same meaning as set forth in Section 5.90.010 of this code.

The “Control, Regulate and Tax Adult Use of Marijuana Act” or “Adult Use Act” shall have the same meaning set forth in Section 5.90.010 of this code.

“Delivery Driver” shall mean any person who drives or operates a Delivery Vehicle for a Delivery Service in which Medical Cannabis is delivered.

“Delivery Service” shall mean a person engaged in the business, whether for profit or nonprofit, of owning, controlling and/or operating one or more Delivery Vehicles which transport, carry, distribute, and/or deliver Medical Cannabis anywhere in the city. “Delivery Service” also includes the use of any technology platform owned, controlled, or operated by any person that enables Qualified Patients or Primary Caregivers to arrange for or facilitate the commercial transfer of Medical Cannabis. “Delivery Service” also includes any dispensary that provides for the delivery of Medical Cannabis as described in Section 19300.5(m) of the California Business and Professions Code.

“Delivery Vehicle” shall mean a motor vehicle, as that term is defined in the California Vehicle Code, used for the transportation of Medical Cannabis.

“Medical Cannabis” shall have the same meaning as set forth in Section 19300.5(ag) of the California Business and Professions Code, as may be amended from time to time. “Medical Cannabis” also means “medical cannabis products” as described in Section 19300.5(ag) of the California Business and Professions Code.

“Medical Cannabis Delivery Service License” and “license” shall mean a license issued pursuant to this chapter to a Delivery Service.

“Person” shall mean any individual person, firm, association, organization, partnership, joint venture, business trust, corporation, company, or entity of any kind whatsoever.

“Qualified Patient” shall have the meaning set forth in California Health and Safety Code section 11362.7, as may be amended from time to time.

#### **5.91.020 Medical Cannabis Delivery Service License.**

A. All Commercial Cannabis Activities are prohibited in the city except for:

1. A Delivery Service to deliver Medical Cannabis to a Qualified Patient from a Delivery Vehicle authorized pursuant to this chapter;

2. Personal use pursuant to Sections 11362.1(a)(3) and 11362.2(b)(2) of the California Health and Safety Code, as may be amended from time to time; and

3. Transportation of cannabis or cannabis products on public roads by a licensee transporting cannabis or cannabis products in compliance with the Adult Use Act, pursuant to Section 26080(b) of the California Business and Professions Code, as may be amended from time to time.

B. Every Delivery Service shall obtain a Medical Cannabis Delivery Service License and business license from the city prior to any operation within the city.

C. A Delivery Service shall comply with restrictions and conditions applicable to Delivery Services under validly issued Medical Cannabis Delivery Service Licenses.

#### **5.91.030 Medical Cannabis Delivery Service License Exemption.**

A Qualified Patient or Caregiver engaged in the transportation of Medical Cannabis for his or her own personal use is exempt from the requirement of obtaining a Medical Cannabis Delivery Service License.

#### **5.91.040 Fees and Term.**

A. Every Delivery Service shall first apply for a Medical Cannabis Delivery Service License, and pay a license application review and processing fee as established by resolution of the City Council from time to time. Upon approval of the Medical Cannabis Delivery Service License application, the Delivery Service shall pay to the city a fee per Delivery Vehicle as established by resolution of the City Council from time to

time, and the city shall issue a Delivery Vehicle authorization placard for each properly insured Delivery Vehicle. The annual Medical Cannabis Delivery Service License renewal fee shall be as established by resolution of the City Council from time to time. For purposes of completing a criminal background check, the city may adopt by resolution a procedure by which each applicant shall present to the city the prescribed amount set by the Department of Justice of the State of California for the processing of the applicant's fingerprints against any duly established fingerprint data base that may be used for purposes of lawfully conducting a background check.

B. All licenses issued to Delivery Services shall be valid for a term of one calendar year.

C. None of the fees established pursuant to this section may be prorated or refunded by the city to an applicant.

#### **5.91.050 Application for License and Renewal.**

A. Every application for a Medical Cannabis Delivery Service License shall be signed by the applicant and shall contain:

1. Name and address of the applicant. If the applicant is an entity, such as a corporation, the application shall have names (such as trade names) and address(es) for the business and/or service of legal process and other notices to the entity. Any applicant and recipient of a Medical Cannabis Delivery Service License shall have an obligation to continuously provide updated and current names and address(es).

2. Kind and amount of public liability and property damage insurance covering each Delivery Vehicle.

3. Valid driver's license for any Delivery Driver and current registration for any and all Delivery Vehicle(s).

4. All information required of applicants for a business license in the city.

B. Whenever a Delivery Service submits an application for a Medical Cannabis Delivery Service License, or renewal thereof, the Delivery Service shall identify the number of Delivery Vehicles that will operate under a Medical Cannabis Delivery Service License. Each Delivery Vehicle shall have an authorization placard that may be presented upon request whenever the Delivery Vehicle is providing services authorized pursuant to this chapter. No delivery of Medical Cannabis is authorized for any vehicle except for a Delivery Vehicle with an authorization placard issued pursuant to a valid Medical Cannabis Delivery Service License.

### **5.91.060 Investigation of Application; Decision and Notification.**

A. Each application shall be referred to the city manager or his or her designee or designated department in the city for review.

B. The city manager, or his or her designee or designated department in the city, shall notify the applicant in writing of a decision on an application. A decision on an application (or renewal of a license) shall be to issue a valid Medical Cannabis Delivery Service License (or renewal thereof) or deny the application and not issue a license. A decision from the city manager, or his or her designee or designated department in the city, shall be made within 7 business days of receipt of a complete (or deemed complete) application; provided, however, that the inability of the city to decide an application within such timeframe shall not be grounds for any administrative or judicial action or liability whatsoever against the city.

C. A decision for denial of an application shall include the reasons therefor, and shall advise the applicant of the right to appeal. No license shall be issued unless a successful appeal of the denial is made.

D. If an application for a Medical Cannabis Delivery Service License (or renewal thereof) is approved, an authorization placard for each Delivery Vehicle allowed to operate under the Medical Cannabis Delivery Service License shall be issued, and each authorization placard shall be specific to the Delivery Vehicle by unique vehicle identification method, such as the valid registration for the Delivery Vehicle or other unique identifying method.

### **5.91.070 Appeal of Denial of Application.**

An appeal of a denial of an application for a Medical Cannabis Delivery Service License shall be processed as an appeal to the city manager pursuant to Chapter 2.08 of the code. An appeal of the decision of the city manager may be processed pursuant to Section 2.08.230 as an appeal to the city council.

### **5.91.080 Revocation and Suspension of License.**

A. The city may give notice to a Delivery Service of its intention to revoke a Medical Cannabis Delivery Service License. If deemed there is a risk to the general public's health, safety or welfare for the Delivery Service to continue operations pending a revocation hearing, the city may suspend immediately the license and all rights and privileges thereunder until the hearing on revocation.

B. The notice shall specify the reasons for the proposed revocation in sufficient detail so as to fully inform the Delivery Service of the reasons which have caused the notice to be given, and if the license has been suspended, the reasons for such suspension.



C. The notice shall specify a time and place at which a revocation hearing will be held before the city manager. The hearing before the city manager shall be processed like an appeal to the city manager pursuant to Chapter 2.08 of the code. An appeal of the decision of the city manager may be processed pursuant to Section 2.08.230 as an appeal to the city council.

### **5.91.090 Grounds for Denial, Revocation or Suspension.**

A. A Medical Cannabis Delivery Service License (or renewal thereof) may be denied, and an existing license may be revoked or suspended, if a Delivery Driver, license holder, or applicant:

1. Has knowingly made a false statement in a material matter either in his or her application (or renewal of a license) or in any reports or other documents furnished by him or her to the city.
2. Does not maintain and operate a Delivery Vehicle and other equipment in the manner and in the condition required by law and applicable state and city regulations.
3. Is or has been required to register as a sex offender under the provisions of Section 290 of the California Penal Code.
4. Within 5 years immediately preceding the application submittal date (or renewal of a license), has been convicted of any offense relating to the unlawful use, sale, possession or transportation of narcotics or habit-forming drugs, other than Cannabis, prohibited by any federal or state law.
5. Within 5 years immediately preceding the application submittal date (or renewal of a license), has been convicted of any offense punishable as a felony or has been convicted of the crime of theft in any degree.
6. Within 3 years immediately preceding the application submittal date (or renewal of a license), has been under suspension, revocation or probation by the California Department of Motor Vehicles for a cause involving the safe operation of a motor vehicle, or has been convicted of driving under the influence or reckless driving involving bodily injury.
7. Within 3 years immediately preceding the application submittal date (or renewal of a license), has been found responsible for a motor vehicle accident causing death or personal injury.
8. Within 1 year immediately preceding the application submittal date (or renewal of a license), has been involved in three or more motor vehicle

accidents unless evidence shows that none of the accidents were caused by or the fault of the Delivery Driver, license holder, or applicant.

9. Has been convicted of any felony offense involving moral turpitude, “depraved conduct,” or similar vile conduct that “shocks the public conscience.”

10. Has failed to pay the required license fees.

11. Has violated any condition of a Medical Cannabis Delivery Service License issued to a Delivery Driver, license holder, or applicant.

12. Has violated any provision of this chapter, Chapter 5.90, or any other provisions of the city’s code or any state law concerning the regulation of Cannabis.

B. The grounds for denial identified above are based on the powers of the city under its general police power and obligation to protect and promote the public health, safety, and welfare. Nothing in this section shall preclude the police chief or other city or law enforcement official from providing a grounds for the denial of an application, or a revocation or suspension of an existing license, based on relevant facts and circumstances that affect the ability of Delivery Driver or Delivery Service to comply with this chapter.

#### **5.91.100 Delivery Service Compliance.**

A. Each Delivery Service shall comply with all local and state laws.

B. Each Delivery Service shall obtain a Medical Cannabis Delivery Service License from the city, and any other license required by the code for operation of the Delivery Service in the city, such as a business license.

C. Each Delivery Service shall maintain a written record of every request for Medical Cannabis, including the name of the requestor, the address for the delivery, the quantity and type of Cannabis requested, the date and time the delivery request is received, the Delivery Vehicle that is assigned to make the delivery, and the Delivery Driver who is assigned to make the delivery.

D. Each Delivery Service shall assure that every Delivery Driver shall have a copy of the record of the delivery request during the delivery of any Medical Cannabis in the city.

E. Whenever a Delivery Vehicle is making a delivery pursuant to this chapter, no Delivery Service shall permit any person other than a Delivery Driver, licensed in accordance with this chapter, to operate its Delivery Vehicles in the city.

F. No Delivery Service shall deliver or authorize the delivery of any Cannabis other than Medical Cannabis to a Qualified Patient or Caregiver.

G. Whenever a Delivery Vehicle is making a delivery pursuant to this chapter, the Delivery Service shall have and may present upon request a current and valid recommendation from a doctor licensed by the state to issue a recommendation for use of Medical Cannabis to a Qualified Patient in the city.

H. Deliveries of Medical Cannabis shall be only to private residences and Residential Care Facilities for the Elderly (RCFEs) operating pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the California Health and Safety Code (as may be amended from time to time) and only if the RCFE authorizes delivery of Medical Cannabis to its facility.

I. A Delivery Driver may possess no more than 8 ounces per patient of dried Cannabis, and no more than 50 packages of non-flower processed Medical Cannabis. All Medical Cannabis must be clearly packaged and labeled.

J. Delivery Drivers shall be at least 21 years of age and shall be employees of the Delivery Service or an independent contractor under binding agreement with the Delivery Service as a Delivery Driver.

K. A list of the names and contact information of each Delivery Driver shall be maintained by the Delivery Service, and the Delivery Service shall immediately provide the names and contact information of Delivery Drivers to the city upon request.

L. Delivery Drivers shall not have more than \$1,000 cash on their person or in a Delivery Vehicle at any one time.

M. Medical Cannabis shall be stored in a secured case in the trunk portion of a Delivery Vehicle. No Medical Cannabis is permitted within any other portion of a Delivery Vehicle.

N. All Medical Cannabis shall be tested for potency, pesticides, and micro-biological ingredients to ensure products are safe for use by Qualified Patients.

O. Testing information and credentials for Medical Cannabis shall be readily available for inspection by code enforcement and police officers, and delivered within 24 hours if not immediately available.

P. Each Delivery Service shall maintain, for a minimum of 3 years, a written accounting or ledger of all cash, receipts, credit card transactions, and reimbursements, (including any in-kind contributions) as well as records of all operational expenditures and costs incurred by the Delivery Service in accordance

with generally accepted accounting practices and standards typically applicable to business records.

Q. Each Delivery Service shall pay any applicable state and local taxes for the delivery of Medical Cannabis within the city.

#### **5.91.110 Insurance and Hold Harmless Requirements.**

A. Any holder of a Medical Cannabis Delivery Service License shall hold harmless and protect the city and its officials, officers, employees and agents, from any loss or damage that allegedly arises under or may result to any person or property from any activity authorized under this chapter, including the operation of a Delivery Vehicle used by a Delivery Service. As a condition of approval for a license issued under this chapter, the City may require automobile insurance or other policies of insurance as would be reasonable to request of a Delivery Service operating pursuant to this chapter.

B. If insurance is a condition of approval, no Medical Cannabis Delivery Service License shall be issued until the applicant first files with the city a certificate of insurance, on a form acceptable by the city. The certificate shall provide evidence of insurance in amounts and with conditions acceptable to the city and shall be approved by the city manager or his or her authorized designee.

C. Each Delivery Service shall, and by acceptance of the license, does agree to indemnify, defend, and hold harmless the city, its officers, agents and employees from any and all damages, claims, liabilities, costs (including attorney's fees), suits or other expenses resulting from and arising out of the Delivery Service's operations.

#### **5.91.120 Delivery Driver Requirements.**

A. Every Delivery Driver shall have a valid California Driver's License when any delivery of Medical Cannabis is made.

B. Every Delivery Driver shall have any applicable state license required for state authorization to operate the Delivery Service of Medical Cannabis.

#### **5.91.130 Fee Authorization.**

The city may adopt by resolution fees, service charges, or assessments in amounts sufficient to pay for the costs of carrying out the provisions of this chapter.

#### **5.91.140 Public Nuisance.**

Any use or condition caused, or permitted to exist, in violation of any provision of this chapter shall be, and is hereby declared to be, a public nuisance and may be

summarily abated by the city pursuant to Section 731 of the California Code of Civil Procedure or any other remedy at law.

#### **5.91.150 Violations.**

A. In addition to any other enforcement permitted by the La Quinta Municipal Code or state law, the city attorney may bring a civil action for injunctive relief and civil penalties against any person who violates any provision of this chapter. In any civil action that is brought pursuant to this chapter, a court of competent jurisdiction may award civil penalties and costs to the prevailing party.

B. In addition to any other enforcement permitted by the La Quinta Municipal Code or state law, a violation or violations under this chapter may be issued an administrative citation and subject to fines pursuant to Section 1.09.020, as may be amended from time to time.

C. In addition to any other enforcement permitted by the La Quinta Municipal Code or state law, the City Manager or his/her designee may summarily deny, suspend, or revoke any current or pending Medical Cannabis Delivery Service License and/or business license pursuant to the provisions set forth in Section 2.04.100 (Appeals to Council) of Chapter 2.04, or other applicable procedural provisions in the municipal code, for any violation of this chapter. In addition to any other penalty imposed as part of a suspension or revocation of any license, a suspension or revocation of a Medical Cannabis Delivery Service License and/or business license pursuant to this section, after notice and public hearing and final determination for suspension or revocation, may result in the applicant, Delivery Driver, Delivery Service, and/or Delivery Vehicle operating under the suspended or revoked permit, (1) being ineligible to deliver Medical Cannabis in the city for up to 12 months from the decision to suspend or revoke a license, and (2) being ineligible to apply or re-apply for a Medical Cannabis Delivery Service License or business license related thereto for at least one year if the prior license was revoked.

#### **5.91.160 Provisions in Chapter Cumulative.**

The prohibitions and provisions in this chapter are cumulative to any and all other prohibitions and regulations in the La Quinta Municipal Code concerning Cannabis, Medical Cannabis, and cannabis in general, and nothing in this chapter supersedes or shall be construed to conflict with any other prohibitions and regulations in the La Quinta Municipal Code, including Section 9.20.050, as may be amended from time to time.

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Adopted:  
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STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    ) ss.  
CITY OF LA QUINTA        )

I, SUSAN MAYSELS, City Clerk of the City of La Quinta, California, do hereby certify the foregoing to be a full, true, and correct copy of Ordinance No. \_\_\_ which was introduced at a regular meeting on the \_\_ day of \_\_\_\_\_, 2015, and was adopted at a regular meeting held on the \_\_ day of \_\_\_\_\_, 2015, not being less than 5 days after the date of introduction thereof.

I further certify that the foregoing Ordinance was posted in three places within the City of La Quinta as specified in City Council Resolution No. 2014-013.

\_\_\_\_\_  
SUSAN MAYSELS, City Clerk  
City of La Quinta, California

DECLARATION OF POSTING

I, SUSAN MAYSELS, City Clerk of the City of La Quinta, California, do hereby certify that the foregoing ordinance was posted on \_\_\_\_\_, 2015 pursuant to Council Resolution.

\_\_\_\_\_  
SUSAN MAYSELS, City Clerk  
City of La Quinta, California

# City of La Quinta

## CITY COUNCIL MEETING

### DEPARTMENT REPORT

**TO:** Madam Mayor and Members of the City Council

**FROM:** Bryce Bunker, Business Analyst

**DATE:** February 7, 2017

**SUBJECT:** COUNCIL-COMMUNITY WORKSHOP WRAP-UP

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The Council-Community Workshop, “Measure G Investment Priorities”, was held on January 25, 2017 at City Hall. Approximately 22 residents and staff members participated in the Workshop.

During the Workshop Staff presented revenue and expenditure projections for the next 5- and 10-years. Based on these projections and the guiding principles of Measure G, Staff presented the following 16 “Big Rock” investment priorities for FY17/18:

- Public Safety Fund
- Expand Code Compliance and Enforcement
- X-Park – La Quinta Skate Park (operations)
- Fritz Burns Pool Refurbishment
- North La Quinta Parkways (accelerated conversion)
- Replace City Entry Monuments
- Highway 111 Corridor Median Refurbishment
- La Quinta Auto Center Parkway Refurbishment
- Highway 111 Parkway Refurbishment (non-Auto Center)
- Eisenhower Drive Drainage Improvements
- Washington Street and Lake La Quinta Drive Drainage Improvements
- Village Drainage Improvements
- Washington Street and Avenue 50 Drainage Improvements
- New Corporate Facility Yard
- Economic Development Investments Village / Highway 111
- Expanded Community Marketing Activities

Attendees identified the following additional Big Rock investment priorities:

- Amphitheatre (civic center or village area)
- Theatre
- Pool Complex (North La Quinta)
- Indoor Sports Complex
- Community Center in North La Quinta

- Pickle Ball Courts
- Neutral Convention “Center” (multi-use facility)
- Park Improvement Program
- Bike and Pedestrian Connection to CV Link
- In-house Marketing Agency
- Electronic Version of the GEM
- Off-street Parking at the top of the La Quinta Cove (Calle Tecate)

The attendees were asked to rank the top three projects that are most important to them. The following projects were ranked as the top five most important:

- Police and Fire Services Increase Fund (19 points)
- Unpaved Off-street Parking at the top of the La Quinta Cove (Calle Tecate) (19 Points)
- Washington Street and Lake La Quinta Drive Drainage Improvements (15 points)
- North La Quinta Parkways (accelerated conversion) (11 points)
- Washington Street and Avenue 50 Drainage Improvements (9 points)

Based on these results, Staff will analyze the best plan of action to begin working towards completing the priority Big Rock investment opportunities (Attachment 1).

Marketing and Events Supervisor Marcie Graham presented an overview of the City’s advertising strategies and different venues residents can use to communicate with the City and obtain information about the City via the web, social media, Go Request, magazines, newspaper, television, street signs, etc.

The Workshop concluded with each resident participating in the PACE Palette exercise.

Attachment: 1. Big Rock Investment Priorities



Big Rock Investment Priorities

Big Rock Projects	Most Important	Important	Minor Importance	Total
Public Safety Fund	15	4	0	19
Unpaved Off Street Parking @ Top of the Cove (Tecate)	12	6	1	19
Washington & Lake La Quinta Dr. Drainage Improvements	9	6	0	15
North La Quinta Parkways (accelerated conversion)	9	2	0	11
Washington & Avenue 50 Drainage Improvements	6	0	3	9
Eisenhower Drive Drainage Improvements	0	6	2	8
Fritz Burns Pool Refurbishment	3	2	2	7
Amphitheater (Civic Center or Village Area)	3	4	0	7
Expanded Code Compliance	6	0	0	6
Village Drainage Improvements	0	6	0	6
Economic Development Investments Village/ HWY 111	3	0	2	5
New Corporate Facility Yard	0	4	0	4
Indoor Sports Complex	0	0	4	4
Park Improvement Program	3	0	1	4
Bike & Pedestrian Connection to CV Link	0	4	0	4
Pool Complex (North La Quinta)	0	2	1	3
HWY 111 Park Refurbishment (non-Auto Center)	0	2	0	2
Expanded Community Marketing Activities	0	2	0	2
X Park - La Quinta Skate Park (operations)	0	0	1	1
HWY 111 Corridor Median Refurbishment	0	0	1	1
Neutral Convention Center (Multi-use Facility)	0	0	1	1
Replace City Entry Monuments	0	0	0	0
La Quinta Auto Center Parkway Refurbishment	0	0	0	0
Theater - Cultural Center	0	0	0	0
Community Center North La Quinta	0	0	0	0
Pickle Ball Courts	0	0	0	0
In-house Ad Agency	0	0	0	0
Electronic Version of the Gem	0	0	0	0

Legend
Big Rocks presented by Staff
Additional Big Rocks recommended by Residents
Red Dot = 3 points per dot
Yellow Dot = 2 points per dot
Green Dot = 1 point per dot

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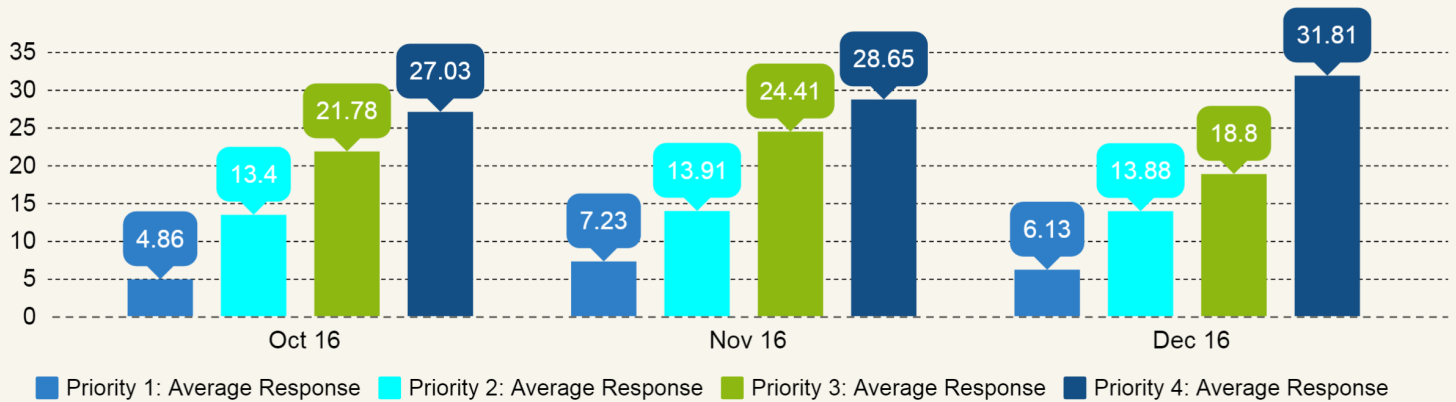
# La Quinta Police Department Quarterly Report



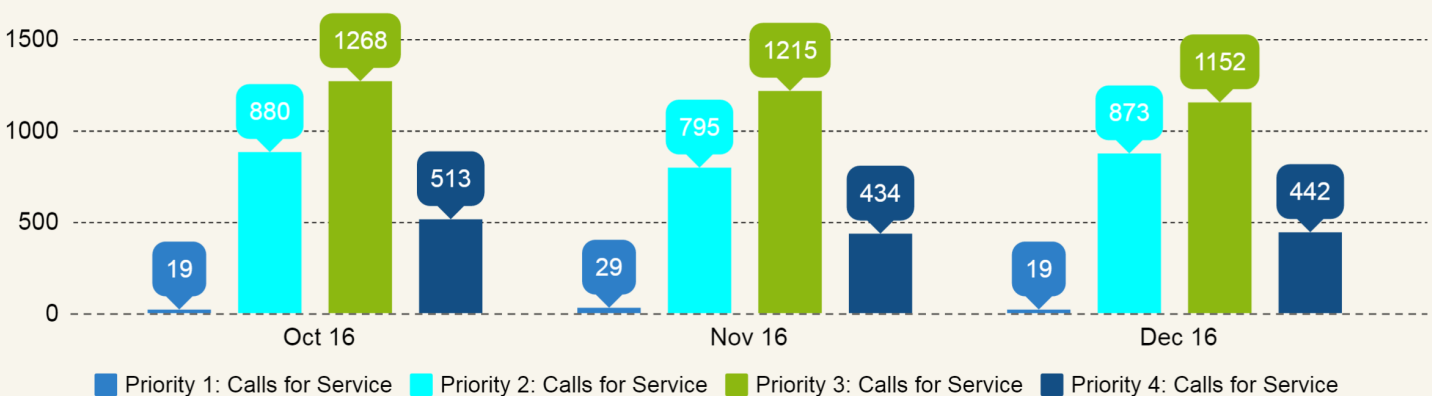
October 01, 2016 - December 31, 2016

## Average Response Time

Average Response Time



Number of Calls For Service

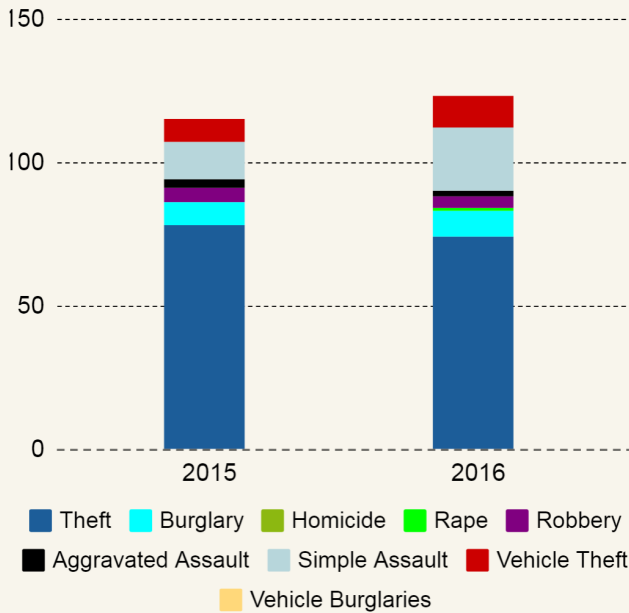


Priority 1 – Involve circumstances that pose, or did pose a clearly defined threat to human life or property; Priority 2 – Involve circumstances of an urgent but not life threatening nature (e.g. minor assaults and batteries); Priority 3 – Involve circumstances which are neither urgent nor life threatening. (e.g. disturbances of the peace); Priority 4 – Incidents occurring in the past or “cold” calls.

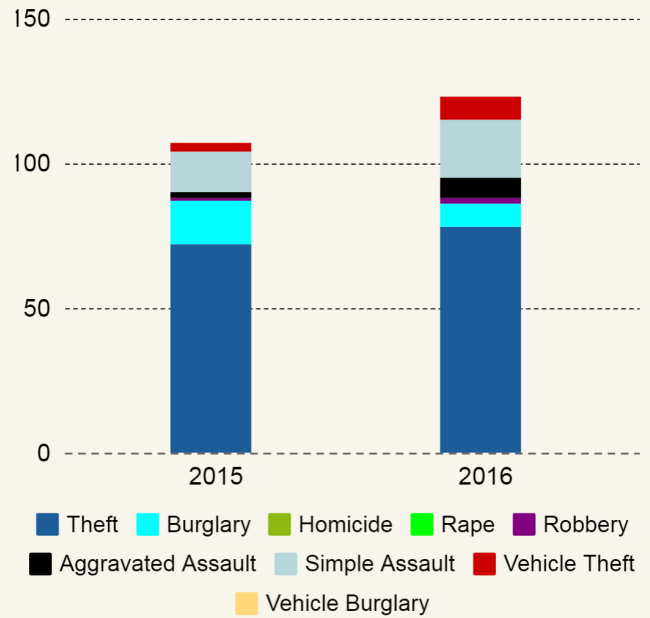
Ordinance 531, Emergency Access by Police to Gated Communities received 100% citywide compliance and implementation. Eighty-three multi-development communities, covering 176 motorized gates offer on-duty police access by way of KNOX key assigned to each officer of La Quinta Police.

## Crime Statistics

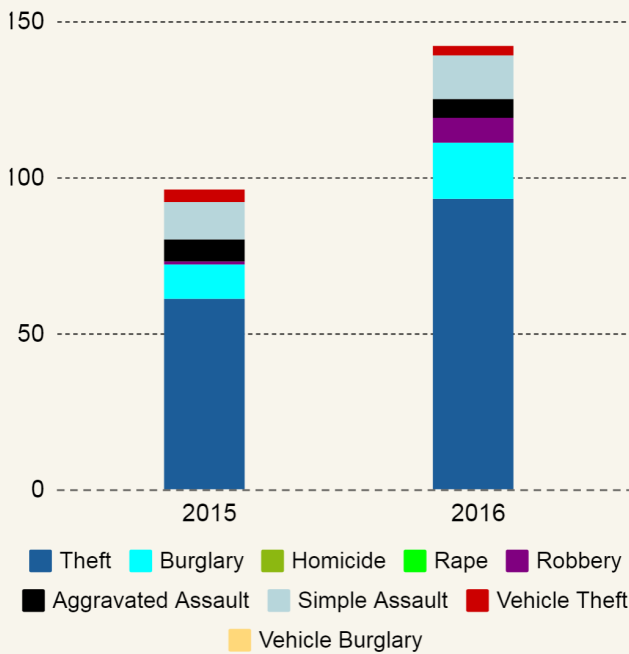
### Crime - September



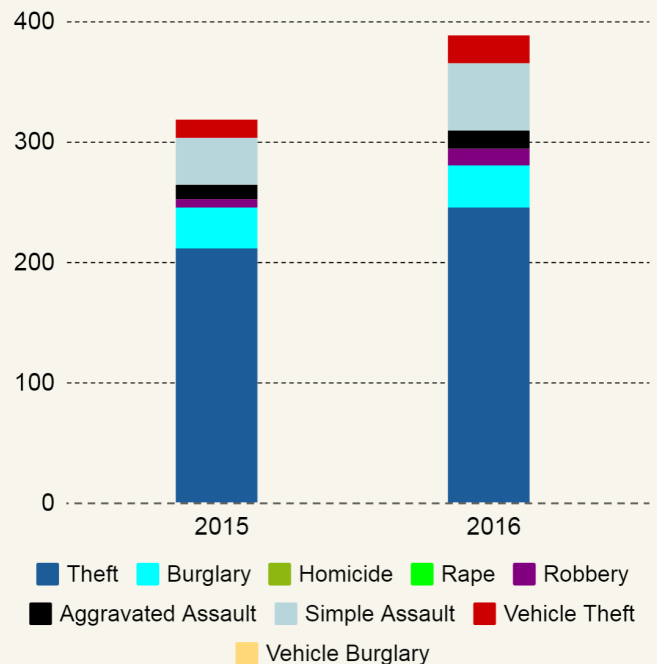
### Crime - October



### Crime - November

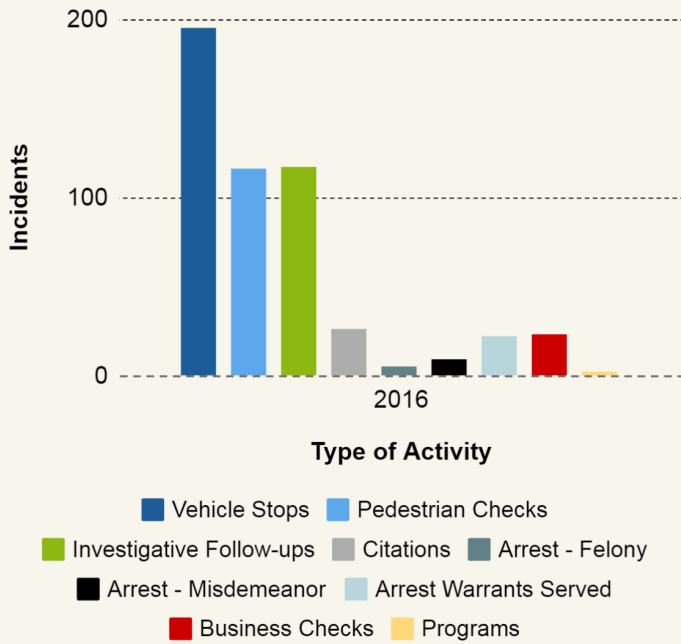


### Sept, Oct, Nov CTYD

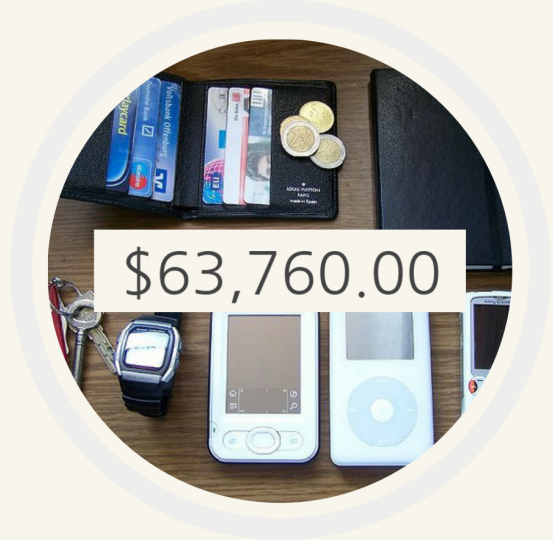


While crime trends occasionally rise and fall based on a multitude of collective factors, the police department monitors daily, weekly, and monthly trends to determine if a series of crime arose that will cause us to move resources to meet the trend. Its important to note, a cumulative of statistics over a short-view period of time (quarterly) can be deceiving, and doesn't necessarily point to the overall safety health of our city. Factually speaking, crime in 2016 (Jan-Nov) remains 17.65% below the same timeframe in 2015

## Special Enforcement Team



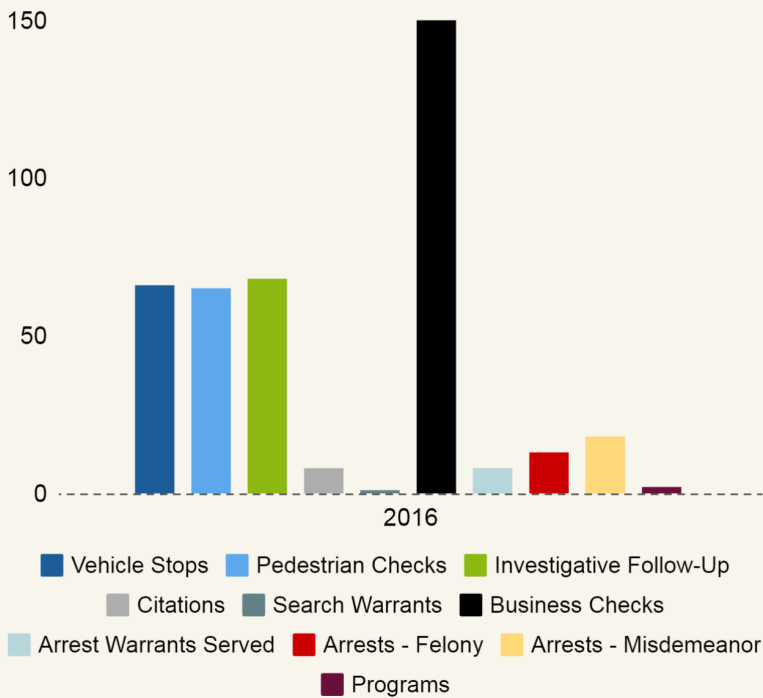
## Property Value Recovered



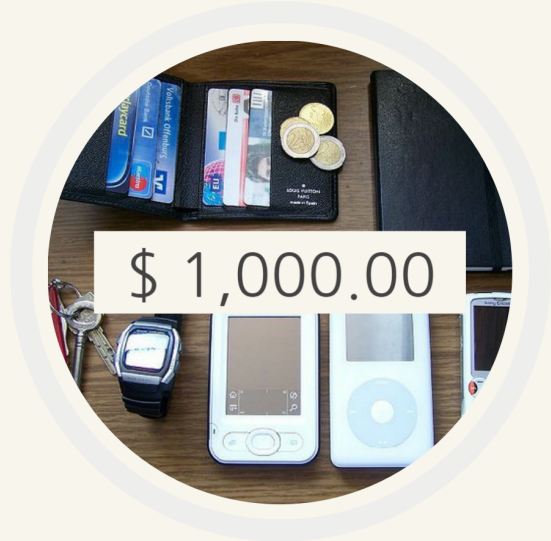
## Significant Activity

- \* La Quinta SET officers served a search warrant in Cathedral City and recovered a stolen safe from a previous La Quinta burglary.
- \* SET officers assisted the La Quinta Business District Unit with a La Quinta Holiday Theft Suppression / Bike Patrol Program, making numerous arrest for drug and theft related offenses.
- \* Set conducted ten (10) probation compliance checks which resulted in two arrests.
- \* SET conducted a follow-up investigation on several credit card frauds that occurred throughout several businesses in La Quinta. Two suspects were arrested for mail theft, identity theft, use of stolen credit cards, and violation of probation.
- \* SET investigated a grand theft from Kohl's retail store after a male and a female walked out of the store with approximately \$3,500.00 worth of merchandise without paying. They reviewed video and were able to identify and arrest the suspects. Both subjects admitted to the theft during questioning.

## Business District Unit (BDU)



## Property Value Recovered

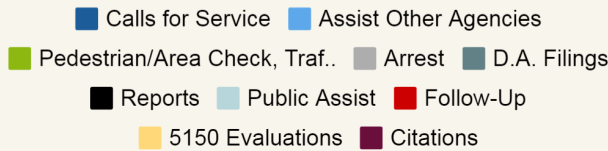
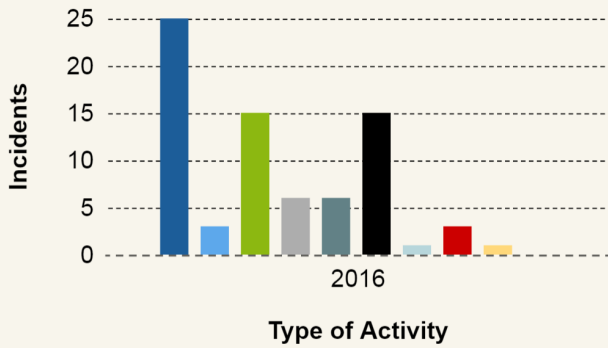


## Significant Activity

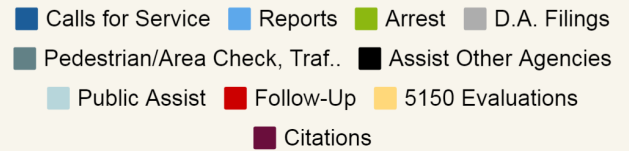
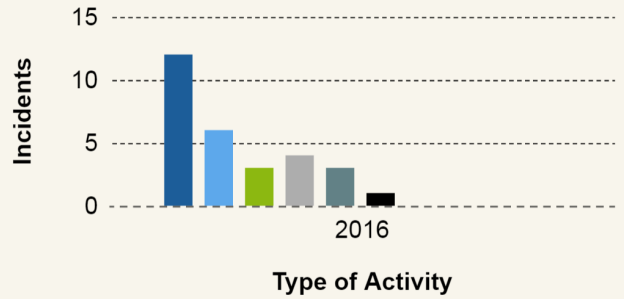
- \* La Quinta BDU officers responded to a report of embezzlement at Home Depot. Two employees were arrested for embezzling merchandise over a six month period. BDU officers obtained full confessions from both suspects and arrested them for felony embezzlement and conspiracy.
- \* BDU officers, with the assistance of Palm Desert's Burglary Suppression Unit, identified a suspect responsible for numerous window smash commercial burglaries in the Coachella Valley (including a burglary which occurred at Dickey's BBQ). They located the suspect and arrested him for commercial burglary.
- \* BDU officers assisted patrol officers with a robbery at gunpoint which occurred in the Best Buy shopping center. BDU officers located the suspect hiding in the flood channel area near Jefferson Street and Highway 111.
- \* BDU officers assisted with a strong arm robbery which occurred in the area of Washington Street and Highway 111. They located the suspect hiding in the area and arrested him without incident.
- \* BDU officers conducted a follow-up investigation to an armed robbery which occurred at Lowe's Home Improvement store. The suspect used pepper spray on an employee while stealing merchandise from the store. They identified the suspect and arrested him for armed robbery.
- \* BDU officers implemented a La Quinta Holiday Theft Suppression / Bike Patrol Program. They provided enhanced patrol services in the business area using bicycles as they conducted high visibility patrol. They made numerous proactive arrests for drug and theft related offenses.

## School Resource Officers (SROs)

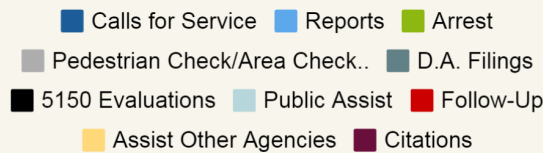
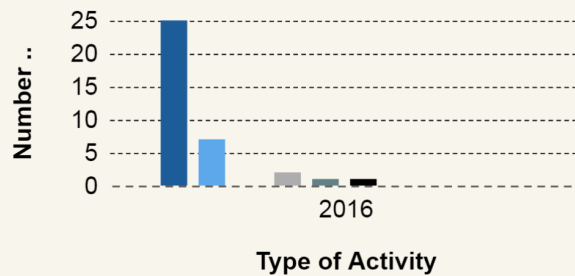
### La Quinta High School



### Summit H.S. & Colonel Mitchell Paige Middle School



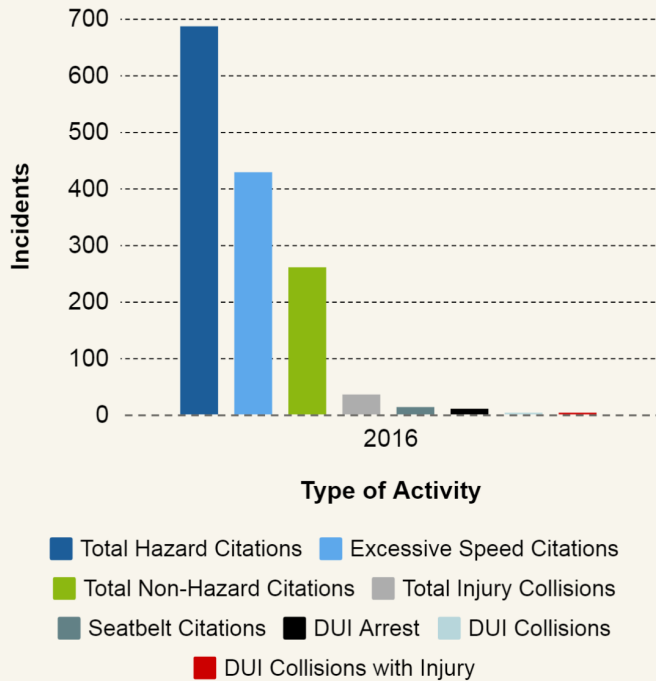
### La Quinta M.S., Harry Truman, & Ben Franklin Elementary



## Significant Activity

- \* Two students were arrested for drug use and possession at the La Quinta Park and at La Quinta High School.
- \* Provided security for La Quinta High School football games.
- \* Provided security at the First Annual La Quinta High School Homecoming Parade in Old Town La Quinta.
- \* Provided security for La Quinta High School Homecoming Dance.

## Traffic Services Team

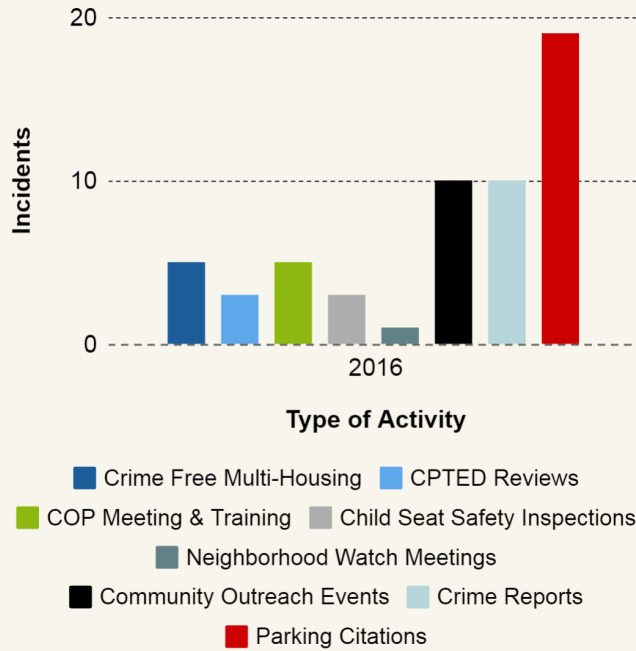


### Significant Activity

- \* Traffic Services Team worked alongside the city of La Quinta to provide event security and traffic control for the La Quinta Brew and Barbecue.
- \* Traffic enforcement and DUI saturation patrols were increased for the Desert Trip Concert series.
- \* Conducted extra patrol and enhanced traffic enforcement over Halloween to keep trick-or-treaters safe.
- \* Provided traffic enforcement and event security for La Quinta High School Homecoming Parade in Old Town La Quinta.
- \* During Thanksgiving Holiday and "Black Friday" shopping events, the Traffic Unit conducted extra traffic enforcement due to increased levels of traffic.



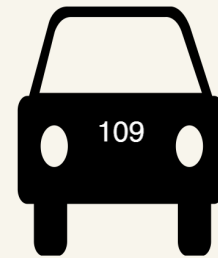
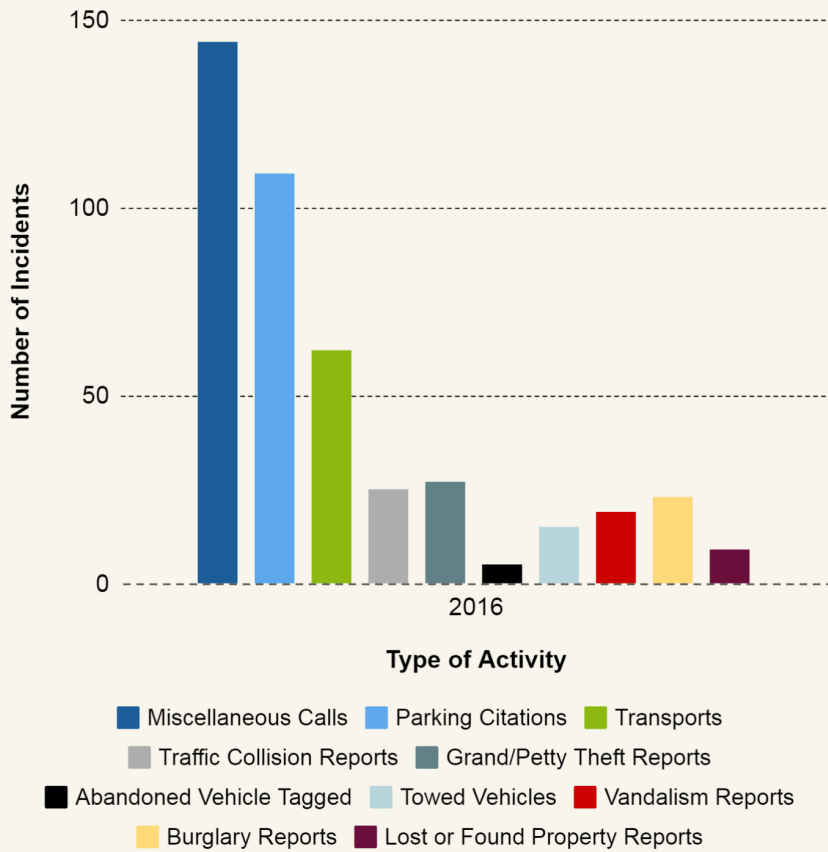
## Crime Prevention Specialists



### Significant Activity

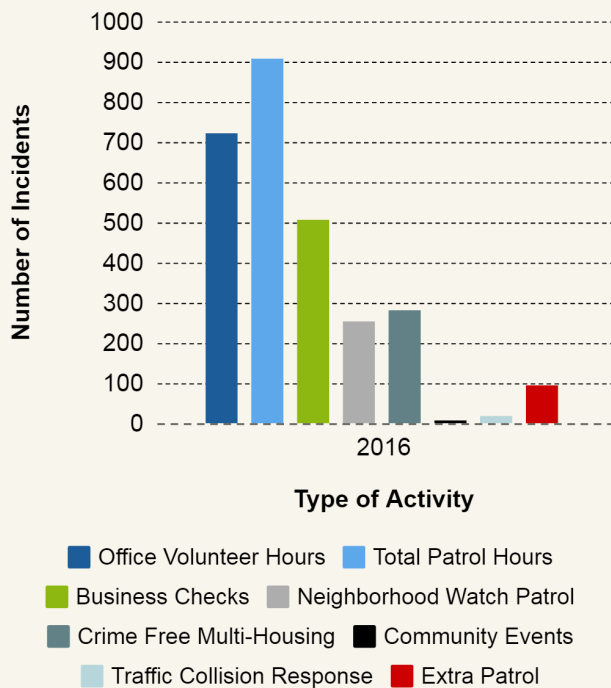
- \* Conducted three Citizens On Patrol meetings.
- \* Organized a CPR training for volunteers.
- \* Had two community outreach events at the Fall Festival and Farmers Markets.
- \* Participated in "Tip-A Cop" at the Red Robin Restaurant to benefit Special Olympics.
- \* Assisted in Officer Vega's Funeral.
- \* Participated in three "Meet the Chief" events
- \* Conducted two community outreach events at the La Quinta Boys and Girls Club. "Lemonade with a Cop"
- \* Had a safety event at Adams Early Child Learning Center.
- \* Conducted a safety presentation at DSUSD Preschool on Halloween safety and stranger danger.
- \* Conducted a fraud presentation at The Palms Retirement Housing.
- \* Conducted a Crime Free Multi-Housing (CFMH) seminar for La Quinta apartment managers
- \* Had safety event at Coral Mountain Apartment on Halloween safety.
- \* Helped plan and participated in the Blue Light Ceremony.
- \* Planned and participated in the annual Volunteer Appreciation Dinner.
- \* Conducted community outreach programs at Wolff Waters and Coral Mountain apartments where toys were delivered from annual toy drive.
- \* Had a community outreach for La Quinta city residents concerned with crime in their neighborhood.
- \* Attended Citizens on Patrol graduation at Palm Springs, where two of our COPs graduated.
- \* Organized a Active Shooter Class for volunteers and employees.

## Community Service Officers

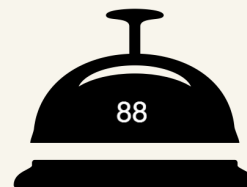


Vehicle Code/ Parking Violations

## Volunteers



La Quinta Police Department welcomed one new Citizen on Patrol: James Lawson



Walk-ins assisted at La Quinta Police Substation at City Hall



## AIRPORT COMMISSION

### ACTION SUMMARY MINUTES OF ADJOURNED MEETING

WEDNESDAY, NOVEMBER 16, 2016

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1. **CALL TO ORDER:** Chairman Wachs called the Airport Commission Meeting to order at 08:00 A.M.

2. **POSTING OF THE AGENDA:** Posted on November 10, 2016.

3. **ROLL CALL:**

**Commissioners Present:** Berriman, Bushore, Call, Fabricant, Freymuth, Hampton, Hoehn, Horner, Johnson, Jones, Riesen, Stelk, Teal.

**Commissioners Absent:** Betts, Garcia, King, Suero

**Staff Present:** Airport Executive Director Nolan, Assistant Airport Director Aguirre, Director of Finance and Treasury Kiehl, Deputy Director of Aviation - Operations and Maintenance Bowser, Airport Administration Manager Jucht, Airport Operations Manager Graff, Airport Security Coordinator Daugherty, Executive Administrative Assistant Seery.

4. **ACCEPTANCE OF THE AGENDA:** Accept the Agenda as presented. **Moved and seconded, and unanimously carried noting the absence of Commissioners Betts, Garcia, King, Suero.**

5. **PUBLIC COMMENTS:** None

6. **APPROVAL OF MINUTES:**

The minutes of the Regular Meeting held on October 19, 2016, were presented for approval. **Moved and seconded.**

**AYES:** Berriman, Call, Fabricant, Freymuth, Hampton, Horner, Johnson, Jones, Riesen, Stelk, Suero

**ABSTAIN:** Bushore, Hoehn

**ABSENT:** Betts, Garcia, King, Suero

Palm Springs Airport Commission  
Action Summary Minutes of Adjourned Meeting  
November 16, 2016

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**7. INTRODUCTIONS:**

Chairman Wachs introduced the new Cathedral City representative to the Palm Springs International Airport Commission, Mr. Mitchell Spike, whose nomination ratification and appointment is on the Palm Springs City Council agenda this evening.

**8. PRESENTATIONS:**

In a PowerPoint presentation form, Executive Director Nolan presented an array of photos of the Flying Aviation Expo which was held with success at Palm Springs International Airport from October 20<sup>th</sup> to October 22<sup>nd</sup>, 2016.

The next slides showed sealing recently conducted to repair the Airport fountain, which had required its temporary shutdown.

Mr. Nolan then showed a video taken at the JetBlue relaunch inaugural party on November 11, 2016. For the occasion, JetBlue introduced a retro mid-century livery fitting Palm Springs' popular mid-century modern style.

**9. CITY MANAGER REPORT: None**

**10. BUDGET AND FINANCE REPORT:**

Director of Finance and Treasury Kiehl presented the October 2016 financial summary which showed little change compared to the September summary.

He explained how the car rental revenue decrease on page one is simply a lag in reporting. How the unrestricted cash balance is mainly related to a timing difference.

Commissioner Jones inquired about the timing difference.

Mr. Kiehl explained the MAG (Minimum Annual Guarantee) collection method with the car rentals.

Chairman Wachs inquired about US Customs' expenditures being 15 percent lower than last year at the same time.

Mr. Kiehl explained how US Customs had billed us late and figures had not been posted yet.

Mr. Kiehl explained how the Cogen Plant was almost ready to come back on line, and how in the meantime the Airport had been required to pay normal grid energy costs.

Palm Springs Airport Commission  
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**ACTION:** Accept the financial report. **Moved and seconded, and unanimously carried noting the absence of Commissioners Betts, Garcia, King, Suero.**

**11. DISCUSSION AND ACTION ITEMS:**

**11.A FAA and Airport Capital Improvement Program**

For the benefit of new Commissioners, Executive Director Nolan explained the necessity for an FAA Capital Improvement Program, and how projects are required to be identified for five years in order for the FAA to anticipate and plan funding. He further explained how listing a project does not necessarily imply that the airport will undertake it nor ensure that it will be funded by the FAA. It is a dynamic document that is updated each year.

Mr. Nolan explained the FAA funding process, how the DOT requires the FAA to first fund itself: employees and all facilities and then, how 3.4 billion dollars are appropriated for airports. How the FAA apportions that funding in two different ways: through an entitlement process and through discretionary funding. He explained how the entitlement process is predicated by the number of airline passengers which gives an airport its designation as small, medium or large hub, and how PSP airport qualifies as a small hub airport.

He explained how any entitlement grant must be applied solely to FAA eligible projects, with safety always the top priority. Therefore, the FAA considers runways and other field components top, while a terminal's capacity is a lesser priority.

Mr. Nolan explained how Palm Springs International Airport earns over four million dollars in entitlements funding each year, and how our share of an AIP project currently stands at ten percent, while it was five percent in the past and could change again in the future through FAA rules.

Mr. Nolan explained how, with the help of FAA funds, PSP has in recent years rebuilt the primary and secondary runway as well as the apron, and as a result, the majority of the airfield has a sturdy remaining useful life of 15 to 20 years, an achievement from a fiscal planning standpoint.

Mr. Nolan presented the ACIP projects for 2016: The Design of the Terminal Ticketing Capacity Improvements; the Design of the airfield lighting & Taxiway J. rebuild.

He explained how in 2017, Part One of the Construction of the Terminal Ticketing Capacity Improvements will commence. How the ticketing project cannot be achieved in one summer, but will require to be strategically phased over two, to minimize impacts to operations.

In 2019, the design of the baggage claim area systems will take place. Mr. Nolan explained how this is not a component of the car rental project but is a component

Palm Springs Airport Commission  
Action Summary Minutes of Adjourned Meeting  
November 16, 2016

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which the FAA considers capacity related. How this will assist passengers in retrieving their luggage efficiently and enhance aircraft turn-around times. That once the baggage car rental counters are relocated the airport will install new bag carousels including possibly an oval baggage system generating an additional 220 linear feet of belt.

Mr. Nolan added that oversized baggage handling equipment will be considered at that time, with a slanted baggage belt instead of the current flat belt to improve ergonomics when handling heavy bags.

In the 2019 ACIP, two of the three Aircraft Rescue and Firefighting vehicles, which are nearing useful life, will likely need to be replaced.

In 2020, the actual construction of the new baggage systems will occur and following that, the airport would enter Terminal Capacity Phase III which creates added gate capacity. Mr. Nolan explained how our challenge is that the majority of our flights arrive within a five-hour timeframe during peak season. That this scheduling allows the airlines to return the flights to their hubs in time to offer worldwide connectivity. How at peak times, some constraints are materializing more with passenger growth. At the current growth rate, we may need to expand gate capacity in two to three years. How the Bono concourse, which is an octagon, makes it nearly impossible to add any gates, with perhaps the exception of gate 1. The regional concourse, a rectangle, could however be expanded by two to four gates which the apron space can accommodate.

Mr. Nolan explained how this Phase III in the outlying years has been added just as a place holder with the FAA.

Commissioner Stelk asked if the Air Canada new B767 would require two luggage carousels.

Executive Director Nolan responded that it did not, because of the time of day this flight is scheduled to arrive.

Chairman Wachs asked if the projects costs were firm.

Mr. Nolan explained that these are primarily estimates based on studies of similar work at other airports, and how some final costs will not be available until the design phase is reached.

Chairman Wachs pointed out that the carry-over amount is minimal at the end of 2017 while in other years they are fairly significant, and asked if we anticipated to run out of funds during the build out of 2017.

Airport Administration Manager Jucht explained how it is more a matter of maximizing the dollar and that in addition to the AIP grant funding we would be using new PFC funding for the majority of the terminal work.

Palm Springs Airport Commission  
Action Summary Minutes of Adjourned Meeting  
November 16, 2016

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Commissioner Hampton asked what were the guaranteed funds from the FAA.

Mr. Nolan explained that FAA funds are not guaranteed except when they are appropriated on an annual basis.

**ACTION:** Recommend to accept the **FAA and Airport Capital Improvement Program.**

**Moved and seconded, and unanimously carried noting the absence of Commissioners Betts, Garcia, King, Suero.**

**12. EXECUTIVE AND STAFF REPORTS:**

Airport Executive Director Nolan reported on the following topics:

Local advertising about Palm Springs International Airport will continue in the publication issued at the Twentynine Palms Marine Base for the second year in a row. Other web based advertising is under development. A comprehensive billboard advertising program is also under development.

JetBlue had a season relaunch inaugural ceremony on November 11, 2016, as previously presented in the meeting. It was a big success.

The car rental project, which is separate from the FAA projects, is still in the negotiation of scope phase.

City Council will have the second reading of the TNC ordinance this evening, November 16, 2016.

Paradies, the airport news and gift concessionaire, has opened a new gift shop in the Bono concourse. It is a second gift shop in this area to supplement the first one which was the highest generating concession per square foot in that concourse.

The budget process is set to begin soon and the Budget Committee will be convening.

Selection of a Financial Consulting Firm: The car rental CFC fund has a 12 million dollar balance which will be leveraged in a bonding capacity to fund the car rental expansion project. In addition, the FAA entitlements are insufficient to pay for all the terminal ticketing project and the airport needs to use PFC backed bonds to fund this project by retiring the current bonds and issuing new bonds. This expert firm is required to provide financial services related to bonding and PFC programs. These expert services will cost a couple of hundred thousand dollars and can be paid for by the CFC and PFC funds themselves.

Palm Springs Airport Commission  
Action Summary Minutes of Adjourned Meeting  
November 16, 2016

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The Air Museum hangar expansion on their leasehold is proceeding.

Commissioner Bushore asked if the restaurant would be included in the hangar project.

Mr. Nolan replied that only the hangar would be built and that they opted not to include a restaurant.

Car rental agreements will have to be extended by a year or two in light of the upcoming major expansion.

**13. COMMISSIONERS REQUESTS AND REPORTS:**

Chairman Wachs reminded all Commissioners to take their recurrent ethics training.

Commissioner Stelk announced that the tour to the Twentynine Palms Marine Base had been rescheduled for April 4<sup>th</sup>, 2017.

Executive Director Nolan commented on the October 2016 activity report which shows an increase of 10.6 percent in passenger traffic, and year-to-date, an increase of 4.5 percent.

**14. REPORT OF CITY COUNCIL ACTIONS:**

**10-19-16: 1.E.** Accept the resignation of John Haag, III, from the Palm Springs International Airport Commission.

**11-02-16: 3.B.** Proposed ordinance relating to permitting Transportation Network Companies to operate at the Palm Springs International Airport.

**15. CORRESPONDENCE:** None.

**16. RECEIVE AND FILE:**

**ACTION:** Receive and file: 16.A October Activity Report; 16.B December 2016 Airline Schedule.

**Moved and seconded, and unanimously carried noting the absence of Commissioners Betts, Garcia, King, Suero.**

**ADJOURNMENT:**

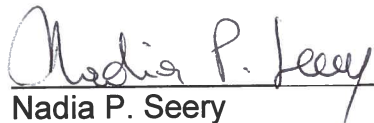
Motion to adjourn. **Moved and seconded, and unanimously carried noting the absence of Commissioners Betts, Garcia, King, Suero.**



Palm Springs Airport Commission  
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November 16, 2016

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The Airport Commission adjourned at 08:55 A.M. to Wednesday, December 21, 2016, at 08:00 A.M., in the airport conference room, 3400 E. Tahquitz Canyon Way, Palm Springs.



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Nadia P. Seery  
Executive Administrative Assistant

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**Report to La Quinta City Council  
Palm Springs International Airport Commission Meeting  
December 21, 2016**

**Budget:** Expenses are going according to plan, but revenues lag, due to the timing of airline payments. Revenues are expected to come on strong during the season. Unrestricted cash is still on target for \$4-5 million at year-end. We continue to pay down old bonds at high interest rates.

**Passenger Activity:** November's passenger activity was up 14.2% from last year, making the YTD activity up by 5.5%.

**General:**

1. Drones: Drone regulations have continued to be refined, and I have to restate that the only way to get the latest information is through the FAA's website.
2. The Commission completed the 5-year Capital Improvement plan, and approved it for submission to the FAA.

**TNC (Lyft, Uber, etc):** The Palm Springs City Council, at it's last meeting, approved the plan for regulating these services. The Commission and Management await instructions for implementing it.

**Ticketing Terminal Project:** The re-design and re-model of the ticketing terminal will be done in two phases: the summers of 2017 and 2018. During this process, the existing counters will be moved back 15 feet, allowing more room in the passenger area. The ceiling will be raised up to 14 feet. There is currently a suspended ceiling, which is much lower. Baggage handling and TSA inspection areas will be streamlined, and will provide redundancy in case of a failure. Additionally, we are installing underground baggage out to the airport security area. If we decide to implement it, this will allow us to be the first airport in the nation to allow in-car check-in and baggage checking at a kiosk near the airport entry.

**Next Meeting:** The next meeting is scheduled for January 18.

Submitted: \_\_\_\_\_

Robert G. Teal, Commissioner  
Palm Springs International Airport  
Email: [bob@teal.us.com](mailto:bob@teal.us.com)  
Phone: 760-899-4171

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