



City Council agendas and staff reports are available on the City's web page: www.LaQuintaCA.gov

CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, DECEMBER 4, 2018, AT 4:00 P.M.

CALL TO ORDER

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

CONFIRMATION OF AGENDA

CLOSED SESSION- NONE

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 - NONE

CONSENT CALENDAR

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

	<u>PAGE</u>
1. APPROVE MINUTES OF NOVEMBER 20, 2018	5
2. CONVEY PERMANENT GRANT OF EASEMENT TO COACHELLA VALLEY WATER DISTRICT FOR DOMESTIC WATER FACILITIES LOCATED ON THE EAST SIDE OF AVENIDA BERMUDAS	15
3. EXCUSE ABSENCE FOR PLANNING COMMISSIONER PROCTOR FROM THE NOVEMBER 27, 2018, PLANNING COMMISSION MEETING	25

4. APPROVE DEMAND REGISTER DATED NOVEMBER 16, 2018 27
5. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH NBS, INC, IN THE AMOUNT OF \$53,570, FOR DEVELOPMENT IMPACT FEE STUDY UPDATE AND BUDGET ADJUSTMENTS 37
6. ADOPT RESOLUTION TO INCREASE THE MINIMUM WAGE RATE EFFECTIVE JANUARY 1, 2019, AND AMEND THE CITY'S FISCAL YEAR 2018/19 SALARY SCHEDULE [RESOLUTION NO. 2018-059] 73

BUSINESS SESSION

1. AUTHORIZE CONTRACTING WITH PACIFIC WEST AIR CONDITIONING INC FOR UP TO \$100,000 OF WORK FOR FISCAL YEAR 2018/19 81

STUDY SESSION

1. SMALL CELL TECHNOLOGY ZONING STANDARDS 83

PUBLIC HEARINGS – NONE

DEPARTMENTAL REPORTS

1. CITY MANAGER
 - A. SILVERROCK RESIDENT TEE TIMES 97
 - B. LA QUINTA ARTS FOUNDATION MARKETING CO-OP REQUEST 99
2. CITY ATTORNEY
3. CITY CLERK
4. COMMUNITY RESOURCES
5. DESIGN AND DEVELOPMENT
6. FACILITIES
7. FINANCE

MAYOR'S AND COUNCIL MEMBERS' ITEMS

REPORTS AND INFORMATIONAL ITEMS

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

7. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (Evans)
8. ECONOMIC DEVELOPMENT SUBCOMMITTEE (Evans & Radi)
9. COACHELLA VALLEY MOUNTAINS CONSERVANCY (Fitzpatrick)
10. DESERT RECREATION DISTRICT COMMITTEE (Fitzpatrick and Radi)
11. COACHELLA VALLEY UNIFIED SCHOOL DISTRICT COMMITTEE (Fitzpatrick & Peña)
12. CHAMBER OF COMMERCE INFO EXCHANGE COMMITTEE (Fitzpatrick)
13. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
14. SILVERROCK EVENT SITE AD HOC COMMITTEE (Fitzpatrick)
15. CANNABIS AD HOC COMMITTEE (Peña and Sanchez)
16. CVAG PUBLIC SAFETY COMMITTEE (Peña)
17. EAST VALLEY COALITION (Peña)
18. CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE (Peña)
19. JACQUELINE COCHRAN REGIONAL AIRPORT AUTHORITY (Peña)
20. LEAGUE OF CALIFORNIA CITIES – PUBLIC SAFETY POLICY COMMITTEE (Peña)
21. COACHELLA VALLEY ECONOMIC PARTNERSHIP (Radi)
22. CVAG TRANSPORTATION COMMITTEE (Radi)
23. SUNLINE TRANSIT AGENCY (Radi)
24. CITYWIDE SECURITY CAMERAS AD HOC COMMITTEE (Radi)
25. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Radi and Sanchez)
26. ANIMAL CAMPUS COMMISSION (Sanchez)
27. IID ENERGY CONSUMERS’ ADVISORY COMMITTEE (Sanchez)
28. LEAGUE OF CALIFORNIA CITIES/TRANSPORTATION & LABOR POLICY (Sanchez)
29. RIVERSIDE LOCAL AGENCY FORMATION COMMISSION (Sanchez)

ADJOURNMENT

The next regular meeting of the City Council will be held on December 18, 2018, at 4:00 p.m. at the City Hall Council Chambers, 78495 Calle Tampico, La Quinta, CA 92253.

DECLARATION OF POSTING

I, Monika Radeva, 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 78495 Calle Tampico, and the bulletin boards at the Stater Brothers Supermarket at 78630 Highway 111, and the La Quinta Cove Post Office at 51321 Avenida Bermudas, on November 30, 2018.

DATED: November 30, 2018

MONIKA RADEVA, 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 (760) 777-7092, 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 (760) 777-7092. 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 78495 Calle Tampico, La Quinta, California, 92253, during normal business hours.



**CITY COUNCIL
MINUTES
TUESDAY, NOVEMBER 20, 2018**

CALL TO ORDER

A regular meeting of the La Quinta City Council was called to order at 3:30 p.m. by Mayor Evans.

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

ABSENT: None

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None.

CONFIRMATION OF AGENDA

City Manager Spevacek said technical difficulties are causing a slight delay in activating the microphone on the lectern.

Councilmember Sanchez requested that Consent Calendar Item Nos. 8 and 9 be pulled for comments, clarifying questions, and separate votes.

Council concurred.

CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO PARAGRAPH (1) SUBDIVISION (d) OF GOVERNMENT CODE SECTION 54956.9
NAME OF CASE: THE PEOPLE OF THE STATE OF CALIFORNIA, BY AND THROUGH, THE CITY OF LA QUINTA V. RICHARD BOZEK
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. INM1802766**

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:33 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:05 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

Pursuant to Government Code section 54957.1 (Brown Act), City Attorney Ihrke reported the nature of the case under Closed Session is unpermitted construction in violation of the La Quinta Municipal Code and the defendant is Mr. Richard Bozek.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Fitzpatrick led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

City Manager Spevacek reported that the applicant of the proposed hotel development at Jefferson Square has requested that the item be continued until sometime in 2019; obtaining entitlements has delayed the purchase of the property by the applicant; the applicant stated they plan to hold a public meeting and conduct community outreach before bringing the item for Council consideration; and will further inform the City about the continuation timeline.

PUBLIC SPEAKER: Vicki Rosson, La Quinta – Mayor Evans acknowledged receipt of a letter that Ms. Rosson submitted regarding the proposed hotel development at Jefferson Square, which was made available for the public; Ms. Rosson spoke in opposition of the project, said she attended the public hearing held by the Planning Commission on this item, and asked to be notified when the item is scheduled for Council review and consideration.

PUBLIC SPEAKER: Tom Richards, La Quinta – said he is a resident of Polo Estates and a member of the Homeowners Association board; expressed concerns about the Madison Street widening project with regards to potential loss of property values due to removal of the trees along Madison Street between the wall and the road, and safety concerns due to the loss of 6 feet of entrance way from Madison Street into the community on Vista Bonita, which will cause trucks to protrude out onto Madison Street when attempting to use the call box requesting permission to enter.

PUBLIC SPEAKER: Lisa Hughes, La Quinta, – expressed concerns of safety regarding the Madison Street widening project; requested that Council reconsider the addition of the sidewalk and landscaping along Madison Street; and asked for a resolution to achieve sufficient room for ingress and egress.

PUBLIC SPEAKER: Danielle Cane, La Quinta – said she is a member of the Bighorn Institute; expressed concerns about the safety of the bighorn sheep and an urgency to further build-out the fence in addition to the fence at

SilverRock Resort to keep the sheep in their natural habitat; and asked Council to do whatever possible to facilitate that.

Mayor Evans explained the City owns the SilverRock Resort and thus was able to build the fence on that land; the surrounding land has different owners; and there is an undergoing Environmental Impact Report study, commissioned by the Coachella Valley Conservation Commission, that will identify what is necessary to ensure proper protection of the bighorn sheep.

PUBLIC SPEAKER: Julie Reeske, La Quinta – spoke in support of preserving the City’s equestrian overlay as designated in the City’s General Plan; expressed concerns of safety for horse riders due to the Madison Street widening project; and inquired about connecting the equestrian trails in the City, particularly from Avenue 50 to Madison Street.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

1. PRESENTATION OF LA QUINTA ACADEMY 1.0 PROJECTS

Human Resources Manager Scott said the City initiated La Quinta Academy 1.0 in 2016 to develop and enhance Staff’s knowledge, skills, and abilities in the areas of people, projects, and metrics; and introduced the three project teams and participating Staff.

The following project teams presented their projects.

- Project Team: Visitors Brochure – Management Specialist Missy Mendoza and Community Resources Coordinator Luis Magallanez; and Management Specialist Ubaldo Ayon (absent).
- Project Team: Budget Video – Associate Planner Carlos Flores, Management Assistant Dianne Hansen, Maintenance Workers I Michael Salas and Beto Gonzales.
- Project Team: Corporate Yard Assessment – Human Resources Analyst Carla Triplett, Account Technician Derrick Armendariz, Buildings Superintendent Alfred Berumen, Senior Accountant Claudia Martinez, and Animal Control/Code Compliance Supervisor Kevin Meredith.

Council presented participating Staff with completion certificates.

2. UPDATE ON COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

Dr. Cameron Burrows spoke about the history of the Coachella Valley’s habitat; background of the MSHCP; and the MSHCP’s objective to preserve the habitat and its native species.

CONSENT CALENDAR

1. **APPROVE MINUTES OF OCTOBER 16, 2018**
2. **APPROVE MINUTES OD NOVEMBER 6, 2018**
3. **ADOPT RESOLUTION TO APPROVE FINAL PARCEL MAP NO. 37574 LOCATED WITHIN THE MADISON CLUB DEVELOPMENT AT THE NORTHWEST CORNER OF MONROE STREET AND AVENUE 54 [RESOLUTION NO. 2018-056]**
4. **EXCUSE ABSENCE FOR PLANNING COMMISSIONER QUILL FROM THE NOVEMBER 13, 2018 PLANNING COMMISSION MEETING**
5. **RECEIVE AND FILE FIRST QUARTER 2018/19 TREASURY REPORTS FOR JULY, AUGUST, AND SEPTEMBER 2018**
6. **RECEIVE AND FILE REVENUE AND EXPENDITURE REPORTS DATED SEPTEMBER 30, 2018**
7. **APPROVE DEMAND REGISTERS DATED NOVEMBER 2 AND 9, 2018**

MOTION – A motion was made and seconded by Councilmembers Radi/Peña to approve Consent Calendar Item Nos. 1 through 7, as recommended, with Item No. 3 adopting Resolution No. 2018-056. Motion passed unanimously.

8. **AUTHORIZE CONTRACTING WITH BRUCE KRIBBS CONSTRUCTION FOR UP TO \$100,000 OF WORK FOR FISCAL YEAR 2018/19, WHEN BRUCE KRIBBS CONSTRUCTION IS THE QUALIFIED AND/OR LOWEST BIDDER**

Facilities Director Howlett presented the staff report, which is on file in the Clerk's Office.

Council discussed that approval of this item does not authorize awarding contracts to Bruce Kribbs Construction without following the standard bidding process; ensures compliance with the City's Purchasing Policy requiring Council approval should a single contractor be paid \$50,000 or more within a fiscal year; projects are advertised and contracts are awarded pursuant to state and City bidding and purchasing regulations; and all City expenditures are approved by Council at public meetings.

MOTION – A motion was made and seconded by Councilmembers Sanchez/Radi to approve Consent Calendar Item No. 8 as recommended. Motion passed unanimously.

9. ADOPT RESOLUTION IN SUPPORT OF MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTIES OF IMPERIAL AND RIVERSIDE CONCERNING UNIFIED SUPPORT FOR THE SALTON SEA [RESOLUTION NO. 2018-057]

Councilmember Sanchez said the Salton Sea Authority is requesting for Council to adopt a resolution of support for a plan that is not defined.

Council discussed their unanimous support for restoration and revitalization efforts for the Salton Sea; the lack of a specific plan of action at this time from the Salton Sea Authority; stimulating economic development around the Salton Sea by creating an Enhanced Infrastructure Finance District, as mentioned in the resolution on page 110 of the agenda packet, and how such mechanism would be approved, operate, and potentially provide future funding to maintain the Salton Sea.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Sanchez to approve Consent Calendar Item No. 9 as recommended, adopting Resolution No. 2018-057. Motion passed unanimously.

BUSINESS SESSION

1. APPROVE CANCELLATION OF REGULAR CITY COUNCIL MEETING OF JANUARY 1, 2019

Council waived presentation of the staff report, which is on file in the Clerk's Office.

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to approve the cancellation of the regular City Council meeting of January 1, 2019, as recommended. Motion passed unanimously.

2. APPROVE CLOSING CITY HALL AND THE WELLNESS CENTER IN OBSERVANCE OF CHRISTMAS AND NEW YEAR'S HOLIDAYS

Council waived presentation of the staff report, which is on file in the Clerk's Office.

Council discussed that Desert Recreation District will allow La Quinta residents to use its fitness facility while the Wellness Center is closed; this information will be properly advertised at the Wellness Center and circulated to the members; public services available during City Hall's closure; prior years indicate there is a significant reduction in demand for services during the holiday; and properly advertising the closure of City Hall to the community.

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to approve closing City Hall from December 24, 2018 through January 1, 2019 and Wellness Center from December 25, 2018 through December 28, 2018, in observance of the Christmas and New Year's holidays, and authorize an additional 24 hours Holiday Pay to full time employees as recommended. Motion passed unanimously.

3. RECEIVE AND FILE FISCAL YEAR 2017/18 GENERAL FUND YEAR-END BUDGET REPORT AND APPROVE THE AMENDED CARRYOVERS

Finance Director Campos presented the staff report, which is on file in the Clerk's Office.

Council discussed Staff is fiscally responsible; the savings realized and carryovers; the City's fiscal state during the economic downturn; and the City's conservative budgeting approach.

City Manager Spevacek said the City's fiscal stability and Staff's fiscal responsibility is a direct result of Council's leadership, in-depth understanding of City operations and associated fluctuations, and support when unanticipated adjustments are needed.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Sanchez to receive and file 2017/18 General Fund Year-End Budget Report and approve the amended budget carryovers from 2017/18 to 2018/19 as recommended. Motion passed unanimously.

STUDY SESSION – None.

PUBLIC HEARINGS – After 5:00 P.M.

1. ADOPT RESOLUTION TO APPROVE THE CITY'S COMMUNITY DEVELOPMENT PRIORITIES, AUTHORIZE THE CITY MANAGER TO SUBMIT APPLICATIONS TO RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY FOR COMMUNITY DEVELOPMENT BLOCK

GRANT (CDBG) FUNDS, AND EXECUTE SUPPLEMENTAL AGREEMENTS FOR FISCAL YEAR 2019/20 [RESOLUTION NO. 2018-058]

Management Analyst Mignogna and Management Assistant Escarrega presented the staff report, which is on file in the Clerk's Office.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 6:07 P.M.

PUBLIC SPEAKER: None.

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 6:07 P.M.

MAYOR EVANS DECLARED THE PUBLIC HEARING RE-OPENED AT 6:08 P.M.

PUBLIC SPEAKER: Ms. Darla Burkett, Executive Director of Coachella Valley Rescue Mission (CVRM), Indio – thanked Council for their consideration of CVRM for CDBG funding; spoke about the services CVRM offers the community and the support and assistance it provides during the holiday season; and thanked the City for its continuous support.

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 6:10 P.M.

Council discussed the CDBG Consolidated Plan is for a five-year period (2019/24); and fiscal years 2017/18 and 2018/19 CDBG funds and allocations.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Radi to approve the City's community development priorities, authorize the City Manager to submit applications to the Riverside County Economic Development Agency for Community Development Block Grant funds, execute the Supplemental Agreements for Fiscal Year 2019/20; and allocate \$18,216 to the Boys and Girls Club of the Coachella Valley Fee Waiver/Reduction Program and \$103,227 to the City of La Quinta Americans with Disabilities Act Improvements Project and adopt Resolution No. 2018-058 as recommended:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE CITY'S COMMUNITY DEVELOPMENT PRIORITIES, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, EXECUTE SUPPLEMENTAL AGREEMENT FOR FISCAL YEAR 2019/2020, AND ALLOCATE FUNDING FOR THE BOYS AND GIRLS CLUB OF THE COACHELLA VALLEY FEE WAIVER/ REDUCTION PROGRAM AND THE CITY'S AMERICANS WITH DISABILITIES ACT IMPROVEMENT PROJECT

Motion passed unanimously.

DEPARTMENTAL REPORTS

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

MAYOR'S AND COUNCIL MEMBERS' ITEMS

Mayor Pro Tem Fitzpatrick said the City's approved water efficient, reduced plant palette and maintenance desert-scape landscape design should be applied throughout the City to ensure efficiency and uniform appearance. Council requested that Staff provide an update on the City's landscaping.

Councilmember Peña requested that Staff provide an update on the equestrian overlay zone reported during Public Comment.

Mayor Evans asked if the La Quinta Arts Foundation (LQAF) has provided a response to the City regarding the 2020 Arts Festival in light of the timing provided for the SilverRock Event Site and the CVWD Big Dig project affecting the Civic Center Campus. City Manager Spevacek said the City issued an initial letter to the LQAF, in late summer, laying out the logistics of the Village Make project and a follow-up letter in October, 2018, and to date no response has been received as to whether or not LQAF would like to use the Civic Center Campus to hold the 2020 Arts Festival; Staff has been in communications with the LQAF regarding advertising for the 2019 Arts Festival and is scheduled to meet and discuss details on November 21, 2018, and will be able to provide an update at the next Council meeting.

Mayor Evans said on this day, seven years ago, La Quinta lost its former City Manager Tom Genovese, and only a week later, a long-time Councilmember Stan Sniff, and commended them for their invaluable contribution and dedication to the community.

REPORTS AND INFORMATIONAL ITEMS

La Quinta's representative for 2018, Mayor Evans reported on her participation in the following organization's meeting:

- **CVAG COACHELLA VALLEY CONSERVATION COMMISSION**

La Quinta's representative for 2018, Councilmember Fitzpatrick reported on her participation in the following organizations' meetings:

- **COACHELLA VALLEY MOUNTAINS CONSERVANCY**
- **RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)**
- **SILVERROCK EVENT SITE AD HOC COMMITTEE**

La Quinta's representative for 2018, Councilmember Peña reported on his participation in the following organizations' meetings:

- **CVAG PUBLIC SAFETY COMMITTEE**
- **EAST VALLEY COALITION**
- **LEAGUE OF CALIFORNIA CITIES – RIVERSIDE COUNTY DIVISION MEETING**

La Quinta's representative for 2018, Councilmember Radi reported on his participation in the following organization's meeting:

- **COACHELLA VALLEY ECONOMIC PARTNERSHIP**

La Quinta's representative for 2018, Councilmember Sanchez reported on his participation in the following organizations' meetings:

- **IID ENERGY CONSUMERS' ADVISORY COMMITTEE (ECAC)**
- **RIVERSIDE LOCAL AGENCY FORMATION COMMISSION (LAFCO)**

Councilmember Sanchez reported that the IID Board, at their November 19, 2018 meeting, did not approve Council's unanimous re-appointment of him to the ECAC. Council asked the City Attorney to seek a response from IID regarding their appointment of La Quinta representative to ECAC.

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Radi/Fitzpatrick to adjourn at 6:31 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

[Click here to return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: December 4, 2018

STAFF REPORT

AGENDA TITLE: CONVEY PERMANENT GRANT OF EASEMENT TO COACHELLA VALLEY WATER DISTRICT FOR DOMESTIC WATER FACILITIES LOCATED ON THE EAST SIDE OF AVENIDA BERMUDAS

RECOMMENDATION

Convey a permanent Grant of Easement to the Coachella Valley Water District for domestic water facilities on the east side of Avenida Bermudas; and authorize the City Manager to execute the Grant of Easement.

EXECUTIVE SUMMARY

- The Village Complete Streets – A Road Diet Project (Project No. 2015-03) (Attachment 1) will install five new roundabouts at intersections within the Village area.
- One of the proposed roundabouts is at the Avenida Bermudas/Avenue 52 intersection and requires relocation of certain domestic water facilities owned and operated by Coachella Valley Water District (CVWD).
- The proposed area to relocate the domestic water facilities, is outside the public utility easement associated with the street right of way.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

The design of the roundabout at Avenida Bermudas and Avenue 52 intersection was revised to provide a free right turn for northbound traffic on Avenida Bermudas onto eastbound Avenue 52. This requires relocation of the CVWD facilities outside of the street right of way and necessitates this new easement. As such, it is necessary to convey a “Pop Out” Easement (Attachment 2) to allow CVWD to operate and maintain the facilities.

The project development process is underway. The environmental document is complete, the plans, specifications and estimates are approximately 98% complete. The right of way acquisition and utility clearance phase is approximately 75% complete. Construction is expected to start in May or June 2019.

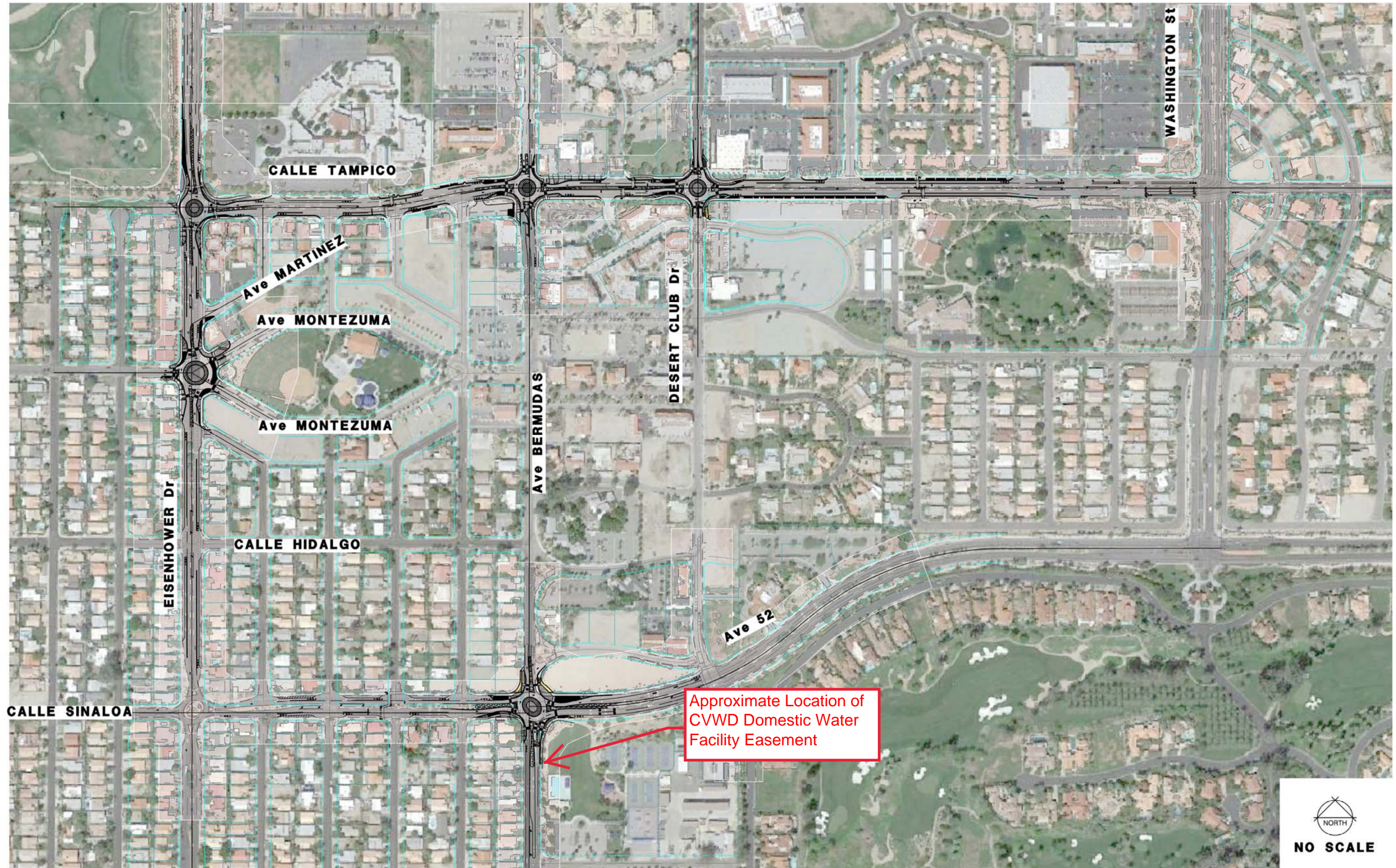
ALTERNATIVES

No alternative is recommended.

Prepared by: Bryan McKinney, P.E., City Engineer

Approved by: Danny Castro, Design and Development Director

Attachments: 1. Vicinity Map
 2. Grant of Easement



LA QUINTA VILLAGE ROAD DIET

Overall Project

[Click here to return to Agenda](#)

No Recording Fees or Documentary Transfer Tax
Government Code § 27383
Rev & Tax Code § 11922

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

COACHELLA VALLEY WATER DISTRICT
Post Office Box 1058
Coachella, California 92236

APN: 770-184-011
TRA: 20-021
DTT: -0-

(Space above this line is for Recorders use)

FILE: 0421.1, PM 36329
0655.

G R A N T O F E A S E M E N T

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged **CITY OF LA QUINTA, a California municipal corporation and charter city** (“Grantor” or “collectively Grantor”) hereby grants to **COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California** (“Grantee”), and its successors and assigns, a perpetual, nonexclusive easement and right-of-way to install, construct, enlarge, survey, reconstruct, remove and replace, operate, maintain, repair, improve and relocate underground pipeline(s) and necessary devices and appurtenances thereto (“Pipeline(s)”) in, on, over, under, along and across that certain real property in the County of Riverside, State of California, described in **Exhibit “A”** and depicted on **Exhibit “B”** attached hereto (such rights being described hereafter as the “Easement” and the area affected thereby, the “Easement Area”). The Pipeline(s) may be installed pursuant to this Easement at different times and over a period of time.

The Pipeline(s) and every part thereof shall, where it crosses Grantor’s property of which the Easement Area is a part (“Grantor’s Property”) be confined to the Easement Area and shall be constructed by Grantee with sufficient ground cover (i.e., distance between ground surface and top of Pipeline(s)) as shown on the construction plans for the Pipeline(s). The ground cover shall not be changed by any party other than Grantee. Fixtures and appurtenances used or useful in the operation of the Pipeline(s) may be constructed any distance either below or above the ground surface.

The Easement includes (a) the right to enter Grantor’s Property to survey, construct, reconstruct, lay, relay, maintain, operate, control, use and remove the Pipeline(s), fixtures, appurtenances, and to remove objects interfering with the construction, operation and maintenance thereof; and (b) a reasonable right of access across Grantor’s Property to and from the Easement Area for the purpose of exercising the rights granted herein.

Grantor reserves the right to occupy and use Grantor’s Property for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger the Pipeline(s) or the use thereof. Grantee shall use due care in the construction, operation and maintenance of the Pipeline(s).

Grantee, in its exercise of the rights provided by the Easement, shall not be liable to Grantor or parties claiming under Grantor for any damage to or destruction of improvements within the Easement Area installed by Grantor or parties claiming under Grantor.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR

CITY OF LA QUINTA, a California municipal corporation and charter city

Date _____

By _____

Its _____

(mailing address)

(city)

(state)

(zip code)

Doc. No. 060706-2-053

ENG RW-004
(Rev. 10/19/16)

EXHIBIT "A"
LEGAL DESCRIPTION
DOMESTIC WATER EASEMENT

IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 2 OF PARCEL MAP NO. 36329, AS SHOWN BY MAP ON FILE IN BOOK 233, AT PAGES 99 THROUGH 102, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF THE NORTHWEST CORNER OF SAID PARCEL 2;

THENCE SOUTH 00°04'12" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 48.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°58'52" EAST, A DISTANCE OF 24.00 FEET;

THENCE SOUTH 00°04'12" WEST, A DISTANCE OF 13.50 FEET;

THENCE NORTH 89°58'52" WEST, A DISTANCE OF 24.00 FEET TO THE WESTERLY LINE OF SAID PARCEL 2;

THENCE NORTH 00°04'12" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 13.50 FEET, TO THE **TRUE POINT OF BEGINNING**;

SUBJECT TO EXISTING EASEMENTS, COVENANTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD.

CONTAINING 324 SQUARE FEET OR 0.007 ACRES MORE OR LESS.

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

PREPARED BY OR UNDER THE DIRECTION OF:



CHARLES R. HARRIS

P.L.S. 4989

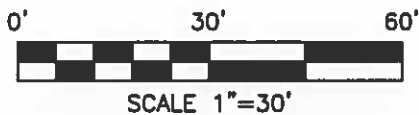


DATED: 10/30/2018

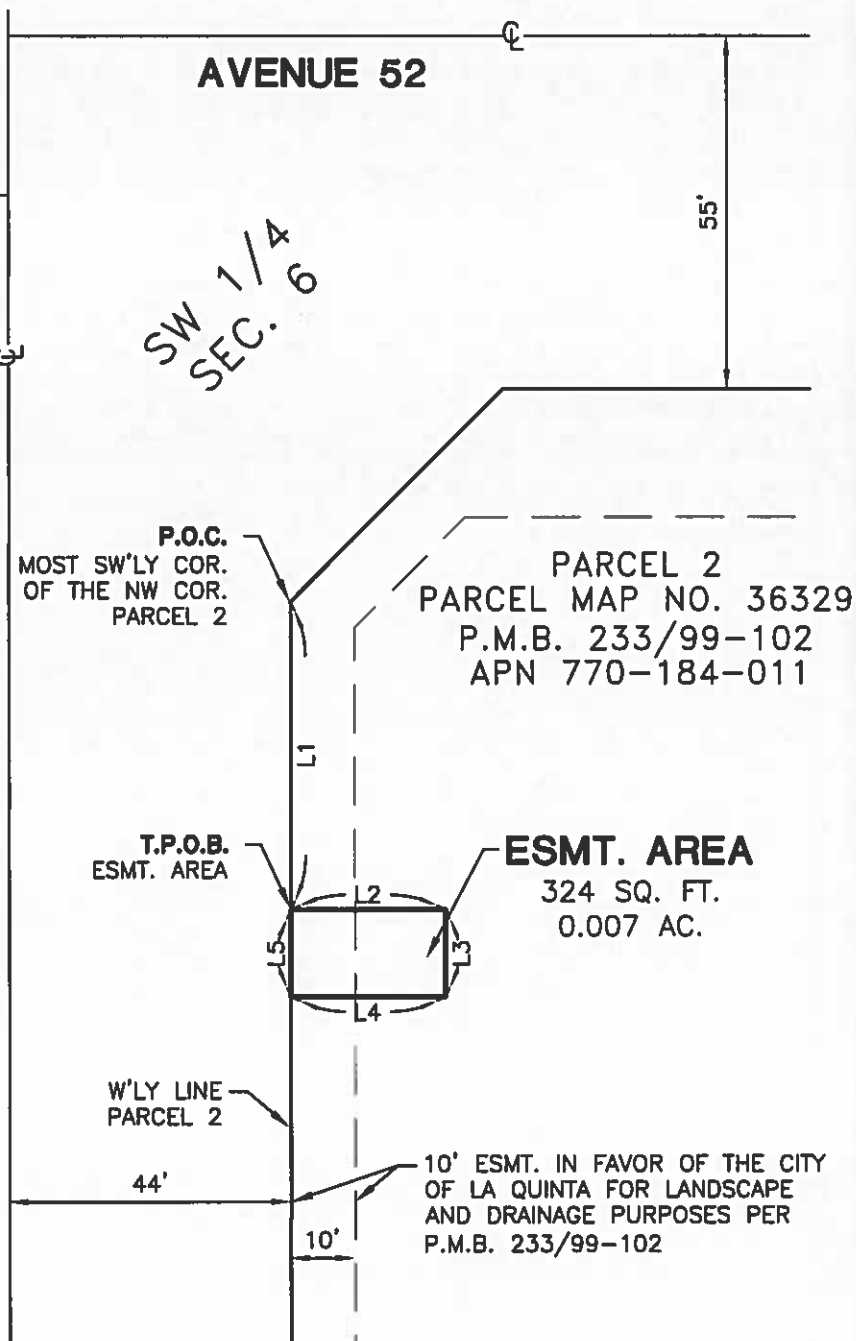
EXHIBIT "B"
DOMESTIC WATER EASEMENT
 APN 770-184-011 CITY OF LA QUINTA
 SEC. 6, T.6S., R.7E., SBM
 CITY OF LA QUINTA

CALLE SINALOA

LINE DATA		
NO.	BEARING	LENGTH
L1	S 00°04'12" W	48.00'
L2	S 89°58'52" E	24.00'
L3	S 00°04'12" W	13.50'
L4	N 89°58'52" W	24.00'
L5	N 00°04'12" E	13.50'



DATED: 10/30/2018



MSA CONSULTING, INC.
 PLANNING • CIVIL ENGINEERING
 LAND SURVEYING

J.N. 2396

SHEET 31 OF 1

[Click here to return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: December 4, 2018

STAFF REPORT

AGENDA TITLE: EXCUSE ABSENCE FOR PLANNING COMMISSIONER PROCTOR FROM THE NOVEMBER 27, 2018 PLANNING COMMISSION MEETING

RECOMMENDATION

Excuse absence for Planning Commissioner Michael Proctor from the November 27, 2018 Planning Commission meeting.

EXECUTIVE SUMMARY

- Commissioner Proctor requested to be excused from the November 27, 2018 Planning Commission meeting due to a conflicting engagement and was not be able to attend.
- Commissioner Proctor has no absences for fiscal year 2018/19.

FISCAL IMPACT

No meeting attendance compensation is paid to absent members.

BACKGROUND/ANALYSIS

The Municipal Code states: "If any member of a board, commission or committee absents him/herself from two consecutive regular meetings or absents him/herself from a total of three regular meetings within any fiscal year, his/her office shall become vacant and shall be filled as any other vacancy. A board, commission or committee member may request advance permission from the city council to be absent at one or more regular meetings due to extenuating circumstances, and/or may request the city council to excuse an absence after-the-fact where such extenuating circumstances prevented the member from seeking advance permission to be absent. If such permission or excuse is granted by the city council, the absence shall not be counted toward the above-stated limitations on absences."

ALTERNATIVES

Council may deny this request, which would result in the absence being counted toward the Commissioner's limitation on absences as noted above.

Prepared by: Nichole Romane, Management Assistant

Approved by: Monika Radeva, City Clerk

[Click here to return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: December 4, 2018

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTER DATED NOVEMBER 16, 2018

RECOMMENDATION

Approve demand register dated November 16, 2018.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	1,082,949.17
Successor Agency of RDA	\$	3,334.00
Housing Authority	\$	112.11
	\$	<u>1,086,395.28</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand register for November 16, 2018.

Warrants Issued:

120585-120644	\$	594,494.44
Wire Transfers	\$	245,645.53
Void	\$	-
Payroll Tax transfers	\$	43,180.61
Payroll Direct Deposit	\$	203,074.70
	\$	<u>1,086,395.28</u>

The most significant expenditures on the demand register are:

Vendor	Account Name	Amount	Purpose
Conserve Landcare	Landscape Contract	\$ 207,297.36	Landscaping Services
Riverside County EDA	Museum/Library Operations	\$ 90,047.50	Library & Museum Management Services
Hermann Design Group INC	Design	\$ 52,810.00	SilverRock Event Site Design
JNS Media Specialists	Marketing & Tourism	\$ 48,475.46	Nov - Marketing Services
NAI Consulting INC	Various	\$ 46,168.88	Oct - Professional Services

Wire Transfers: Five transfers totaled \$245,646. Of this amount, \$199,275 was for Landmark, \$40,534 for PERS and \$4,261 for ICMA. (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: Rosemary Hallick, Financial Services Analyst

Attachments: 1. Demand Registers
 2. Wire Transfers

ATTACHMENT 1
Demand Register



City of La Quinta

Packet: APPKT01803 - DA 11/16/2018

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
AMERIPRIDE SERVICES INC	120585	10/25-11/18- WC JANITORIAL SERVICE	Operating Supplies	101-3002-60420	190.35
BURRTEC WASTE & RECYCLING..	120588	11/14/18- PROPERTY TAX PASS THROUGH	Due to Waste Management	101-0000-20307	35,079.24
BURRTEC WASTE & RECYCLING..	120588	11/14/18- PROPERTY TAX PASS THROUGH	Franchise Taxes - Burrtec	101-0000-41505	-3,495.69
CALPERS LONG-TERM CARE P...	120589	LONG TERM CARE	LT Care Insurance Pay	101-0000-20949	196.05
CASH/PETTY CASH	120590	11/15/18- ACADEMY 2.0 SUPPLIES	Travel & Training	101-1004-60320	44.59
CASH/PETTY CASH	120590	11/15/18- ACADEMY 2.0 SUPPLIES	Travel & Training	101-1004-60320	7.61
CASH/PETTY CASH	120590	11/15/18- ACADEMY 2.0 SUPPLIES	Travel & Training	101-1004-60320	12.31
CASH/PETTY CASH	120590	11/15/18- ACADEMY 2.0 SUPPLIES	Travel & Training	101-1004-60320	18.82
CASH/PETTY CASH	120590	11/15/18- ACADEMY 2.0 SUPPLIES	Travel & Training	101-1004-60320	4.32
CASH/PETTY CASH	120590	11/15/18- EMP RECOG SUPPLIES	Employee Recognition Awards	101-1004-60340	44.27
CASH/PETTY CASH	120590	11/15/18- POLICE VOLUNTEER REIMB	LQ Police Volunteers	101-2001-60109	14.79
CASH/PETTY CASH	120590	11/15/18- POLICE VOLUNTEER REIMB	LQ Police Volunteers	101-2001-60109	50.00
CASH/PETTY CASH	120590	11/15/18- CRIME PREV EXPO REIMB	LQ Police Volunteers	101-2001-60109	30.00
CASH/PETTY CASH	120590	11/15/18- CRIME PREV EXPO	LQ Police Volunteers	101-2001-60109	61.00
CASH/PETTY CASH	120590	11/15/18- FIRE PREV REIMB	Volunteers - Fire	101-2002-60110	21.57
CASH/PETTY CASH	120590	11/15/18- CERT TRAINING SUPPLIES	Travel & Training	101-2002-60320	9.82
CASH/PETTY CASH	120590	11/15/18- CERT TRAINING SUPPLIES	Travel & Training	101-2002-60320	16.99
CASH/PETTY CASH	120590	11/15/18- STATE OF CITY SUPPLIES	Marketing & Tourism Promoti...	101-3007-60461	25.82
CASH/PETTY CASH	120590	11/15/18- FUEL REIMB	Travel & Training	101-3008-60320	30.00
CASH/PETTY CASH	120590	11/15/18- FUEL REIMB	Travel & Training	101-3008-60320	30.00
CASH/PETTY CASH	120590	11/15/18- CAMERA CHARGER	Supplies - Field	101-6004-60425	17.99
CASH/PETTY CASH	120590	11/15/18- TRADE SHOW PARKING	Travel & Training	101-7006-60320	15.00
CITY CLERK ASSOCIATION OF C...	120591	10/04/18- CCAC E RECORDS TRAINING	Travel & Training	101-1005-60320	50.00
CITY CLERK ASSOCIATION OF C...	120591	10/04/18- CCAC E RECORDS TRAINING	Travel & Training	101-1005-60320	50.00
CITY CLERK ASSOCIATION OF C...	120591	10/04/18- CCAC E RECORDS TRAINING	Travel & Training	101-1002-60320	75.00
COACHELLA VALLEY ART SCENE..	120592	11/17/18- BREW IN LQ EVENT SERVICES	Community Experiences	101-3003-60149	2,500.00
COACHELLA VALLEY ART SCENE..	120592	11/17/18- BREW IN LQ EVENT SERVICES	Community Experiences	101-3003-60149	2,500.00
COACHELLA VALLEY CONSERV...	120594	10/2018- MITIGATION FEE	MSHCP Mitigation Fee	101-0000-20310	8,382.00
COACHELLA VALLEY CONSERV...	120594	10/2018- MITIGATION FEE	CVMSHCP Admin Fee	101-0000-43631	-83.82
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water	101-2002-61200	848.49
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water -Monticello Pa...	101-3005-61201	2,254.72
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water -Fritz Burns pa...	101-3005-61204	83.75
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water -Seasons Park	101-3005-61208	18.28
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water -Community P...	101-3005-61209	188.37
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water	101-3008-61200	89.42
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water	101-2002-61200	333.89
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water -Eisenhower P...	101-3005-61203	123.52
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water -Velasco Park	101-3005-61205	47.62
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water -Desert Pride	101-3005-61206	283.01
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	PM 10 - Dust Control	101-7006-60146	36.06
DAIOHS FIRST CHOICE SERVICES	120598	11/07/18- COFFEE SUPPLIES	Citywide Conf Room Supplies	101-1007-60403	141.29
DEPARTMENT OF JUSTICE	120599	11/05/18- FINGERPRINTING - M CALDERON	Recruiting/Pre-Employment	101-1004-60129	32.00
DESERT ENTERTAINER/DESERT...	120600	CANADA SOUTH AD ART ON MAIN & 1ST ...	Community Experiences	101-3003-60149	250.00
DESERT SANDS UNIFIED SCHO...	120601	07/19-08/15/18- SCHOOL RESOURCE OFFI...	School Officer	101-2001-60168	6,658.84
DLT SOLUTIONS LLC	120602	11/14/18- AUTOCAD SUPPORT/MAINT	Supplies - Software	101-7006-60421	411.60
EMPLOYMENT DEVELOPMENT...	120604	07/18-09/18- SUI PAYMENT	State Unemployment Insurance	101-1004-50244	214.00
ESCATEL-CARRELLO, ELIZABETH	120606	11/14/18- TUITION REIMB	Training & Education/MOU	101-1004-60322	1,070.00
FRANCESCA HARDING	120607	10/17/18- DJ SERVICES BREW IN LQ	Community Experiences	101-3003-60149	700.00
GAS COMPANY, THE	120608	09/25-10/26/18- FS#93 GAS SERVICE	Utilities - Gas	101-2002-61100	53.48
GCVCC	120609	11/06/18- BUSINESS EXPO 2018- M GRAH...	Membership Dues	101-1002-60351	200.00
HDL COREN & CONE	120610	10/18-12/18 PROP TAX MGMT, AUDITING,...	Consultants	101-1006-60104	4,562.50
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- FS#93 TOOLS/MATERIALS	Fire Station	101-2002-60670	40.59
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- FS#93 TOOLS SUPPLIES	Fire Station	101-2002-60670	11.05

Demand Register

Packet: APPKT01803 - DA 11/16/2018

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- CREDIT	Fire Station	101-2002-60670	-21.70
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- FS#93 TOOLS SUPPLIES	Fire Station	101-2002-60670	422.94
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- FS#93 CARBON FILTER	Maintenance/Services	101-2002-60691	51.36
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- FS#93 MATERIALS	Maintenance/Services	101-2002-60691	22.15
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- FS#93 SHOWER HOSE	Maintenance/Services	101-2002-60691	21.73
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- FS#93 FAUCET	Maintenance/Services	101-2002-60691	110.11
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- ANT CONTROL	Materials/Supplies	101-3005-60431	30.38
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- CC CAMPUS PAINT	Materials/Supplies	101-3005-60431	295.42
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18-CONCRETE PATCHES FB S...	Materials/Supplies	101-3005-60431	8.05
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- FIXED GATE AT SEASONS	Materials/Supplies	101-3005-60431	24.44
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- LQ PARK DRINKING FOU...	Materials/Supplies	101-3005-60431	91.06
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- LQ PARK LIGHTS	Materials/Supplies	101-3008-60431	237.60
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- PW YARD	Materials/Supplies	101-3008-60431	66.23
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18-MATERIALS	Materials/Supplies	101-3008-60431	59.16
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- CITY HALL MATERIALS	Materials/Supplies	101-3008-60431	82.01
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- OLD 32 SUPPLIES	Materials/Supplies	101-3008-60431	37.79
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- HVAC FILTERS	HVAC	101-3008-60667	131.45
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- MATERIALS	Operating Supplies	101-7003-60420	69.86
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- VACUUM	Tools/Equipment	101-7003-60432	48.16
HOME TEAM ELECTRIC	120614	11/05/18- LIC-103756 REFUND OVERPAY...	Business Licenses	101-0000-41600	5.00
JNS MEDIA SPECIALISTS	120617	11/18 RETAINER 8/19 PRINT & DIGITAL ...	Marketing & Tourism Promoti...	101-3007-60461	48,475.46
LOCK SHOP INC, THE	120618	10/31/18- CITY HALL KEYS	Materials/Supplies	101-3008-60431	7.76
MAILFINANCE	120619	10/18-01/19 IN700 MAILING SYSTEM-CITY...	Postage Machine	101-1007-60661	1,638.41
MERCHANTS BUILDING MAINT...	120620	11/2018 JANITORIAL SERVICES	Janitorial	101-3008-60115	10,604.10
NAI CONSULTING INC	120621	CIP DEV/MEASURE A 5YR CIP	Consultants	101-7006-60104	2,530.00
OFFICE DEPOT	120623	10/26/18- OFFICE SUPPLIES	Office Supplies	101-1005-60400	42.64
OFFICE DEPOT	120623	10/31/18- OFFICE SUPPLIES	Office Supplies	101-1005-60400	30.92
PALMS TO PINES PRINTING	120624	11/09/18- WC PT STAFF SHIRTS	Operating Supplies	101-3003-60420	1,831.37
PENA, JOHN	120625	04/13/18- LEAGUE OF CITIES MILEAGE RE...	Travel & Training	101-1001-60320	106.82
PENA, JOHN	120625	09/12-09/14/18- LEAGUE OF CITIES MILE...	Travel & Training	101-1001-60320	140.61
RIVERSIDE DEPARTMENT OF C...	120628	GARNISHMENT	Garnishments Payable	101-0000-20985	200.00
RJW NOTARY PUBLIC	120629	11/09/18- FINGERPRINTING - M CALDERON	Recruiting/Pre-Employment	101-1004-60129	15.00
ROADPOST USA INC.	120630	10/23-11/22/18- EOC SATELLITE PHONE	Mobile/Cell Phones/Satellites	101-2002-61304	75.51
SANTIAGO PERALES SOLE PRO...	120632	10/30/18- BRES2018-0121 REFUND OVER...	Cash Over/Short	101-0000-42300	340.16
SPARKLETTS	120633	11/02/18- DRINKING WATER	Operating Supplies	101-7003-60420	200.01
STAPLES ADVANTAGE	120634	10/25/18- OFFICE SUPPLIES	Office Supplies	101-3008-60481	56.75
STAPLES ADVANTAGE	120634	11/01/18- OFFICE SUPPLIES	Office Supplies	101-7003-60400	71.38
TAG/AMS INC	120635	11/08/18- RANDOM DOT TESTING	Consultants	101-1004-60104	144.00
THE SHERWIN-WILLIAMS CO.	120636	11/01/18- PAINT	Materials/Supplies	101-3008-60431	286.97
TRULY NOLEN INC	120640	09/14/18- LQ PARK PEST CONTROL	Pest Control	101-3008-60116	61.00
TRULY NOLEN INC	120640	10/12/18- LQ PARK PEST CONTROL	Pest Control	101-3008-60116	61.00
TRULY NOLEN INC	120640	10/12/18- SPORTS COMPLEX	Pest Control	101-3008-60116	100.00
TRULY NOLEN INC	120640	10/05/18- WC PEST CONTROL	Pest Control	101-3008-60116	70.00
TRULY NOLEN INC	120640	10/12/18- CITY HALL PEST	Pest Control	101-3008-60116	78.00
UNITED WAY OF THE DESERT	120641	CONTRIBUTION	United Way Deductions	101-0000-20981	42.00
VILLALTA, JOSE	120642	10/14-10/18/18- IMSA MILEAGE/EXP REL...	Travel & Training	101-7006-60320	154.54
WATERJET WEST, INC.	120644	10/31/18- VETERANS PANEL ENGRAVING	Community Experiences	101-3003-60149	785.92
Fund 101 - GENERAL FUND Total:					134,494.04
Fund: 201 - GAS TAX FUND					
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- EPOXY AND SAW BLADES	Materials/Supplies	201-7003-60431	79.52
NAI CONSULTING INC	120621	FRITZ BURNS PARK-SIDEWALK & PARKING	Professional Services	201-7003-60103	145.00
TOPS'N BARRICADES INC	120638	10/23/18- SIGNS	Traffic Control Signs	201-7003-60429	346.48
TOPS'N BARRICADES INC	120638	10/29/18- SIGNS	Traffic Control Signs	201-7003-60429	81.89
Fund 201 - GAS TAX FUND Total:					652.89
Fund: 202 - LIBRARY & MUSEUM FUND					
ECONOMIC DEVELOPMENT A...	120603	07/18-09/18- MAKERSPACE OPERATIONS ...	Makerspace Operations	202-3004-60105	41,297.50
ECONOMIC DEVELOPMENT A...	120603	07/18-09/18- LIBRARY & MUSEUM OPERA...	Museum Operations	202-3006-60105	48,750.00
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- PET EXPO SUPPLIES	Operating Supplies	202-3004-60420	28.17
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- LIBRARY FAUCET	Maintenance/Services	202-3004-60691	44.52
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- LIBRARY SPOTLIGHT	Maintenance/Services	202-3004-60691	48.90

Demand Register

Packet: APPKT01803 - DA 11/16/2018

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
MERCHANTS BUILDING MAINT...	120620	JANITORIAL SERVICES	Janitorial	202-3004-60115	2,470.30
MERCHANTS BUILDING MAINT...	120620	JANITORIAL SERVICES	Janitorial	202-3006-60115	659.25
PALMS TO PINES PRINTING	120624	11/09/18- RECREATION STATION SHIRTS	Operating Supplies	202-3004-60420	394.07
TRULY NOLEN INC	120640	10/12/18- MUSEUM PEST CONTROL	Pest Control	202-3006-60116	49.00
Fund 202 - LIBRARY & MUSEUM FUND Total:					93,741.71
Fund: 215 - LIGHTING & LANDSCAPING FUND					
COACHELLA VALLEY WATER DI...	120595	11/13/18- WATER SERVICE	Utilities - Water - Medians	215-7004-61211	6,487.55
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- GRAFFITI SUPPLIES	Supplies-Graffiti and Vandalism	215-7004-60423	100.30
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- MATERIALS	Materials/Supplies	215-7004-60431	61.46
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- IRRIGATION REPAIRS	Materials/Supplies	215-7004-60431	53.19
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- MATERIALS	Materials/Supplies	215-7004-60431	47.78
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- MATERIALS	Materials/Supplies	215-7004-60431	22.28
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- MATERIALS	Materials/Supplies	215-7004-60431	77.88
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- LA FONDA/ESTADO PED...	Materials/Supplies	215-7004-60431	407.47
IMPERIAL IRRIGATION DIST	120615	11/13/18- ELECTRICITY SERVICE	Utilities - Electric	215-7004-61116	572.59
IMPERIAL IRRIGATION DIST	120615	11/13/18- ELECTRICITY SERVICE	Utilities - Electric - Medians	215-7004-61117	50.83
PRAXAIR INC	120626	10/31/18- MATERIALS	Materials/Supplies	215-7004-60431	28.05
VINTAGE ASSOCIATES	120643	10/30/18- PLANTS	Operating Supplies	215-7004-60420	123.35
VINTAGE ASSOCIATES	120643	10/29/18- PLANTS	Operating Supplies	215-7004-60420	545.31
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					8,578.04
Fund: 217 - DEVELOPMENT AGREEMENT					
NAI CONSULTING INC	120621	FRONTIER PROPERTY WALL	Land Acquisition	217-0000-74010	1,595.00
Fund 217 - DEVELOPMENT AGREEMENT Total:					1,595.00
Fund: 221 - AB 939 - CALRECYCLE FUND					
BURRTEC WASTE & RECYCLING..	120588	11/14/18- PROPERTY TAX PASS THROUGH	Burrtec AB 939 Fee	221-0000-41506	-223.13
Fund 221 - AB 939 - CALRECYCLE FUND Total:					-223.13
Fund: 223 - MEASURE A FUND					
NEXTECH	120622	10/25/18- MITCHELL PAIGE CROSSWALK	Contingency - Signal Knockdo...	223-0000-60510	3,601.42
Fund 223 - MEASURE A FUND Total:					3,601.42
Fund: 224 - TUMF FUND					
COACHELLA VALLEY ASSOC OF...	120593	10/2018- TUMF FEE	TUMF Payable to CVAG	224-0000-20320	20,211.84
Fund 224 - TUMF FUND Total:					20,211.84
Fund: 241 - HOUSING AUTHORITY					
OFFICE DEPOT	120623	11/05/18- OFFICE SUPPLIES	Operating Supplies	241-9101-60420	112.11
Fund 241 - HOUSING AUTHORITY Total:					112.11
Fund: 248 - SA 2004 LO/MOD BOND FUND (Refinanced in 2014)					
BAUMGARTNER, HELGA	120586	11/14/18- WSA RELOCATION BENEFITS	Relocation Benefits	248-9102-60159	70.50
BRENNER, CRAIG	120587	11/14/18- WSA RELOCATION BENEFITS	Relocation Benefits	248-9102-60159	70.50
CORDERO, JOSEPH	120597	11/14/18- WSA RELOCATION BENEFITS	Relocation Benefits	248-9102-60159	1,442.00
ROSA CABRERA	120631	11/15/18- WSA RELOCATION BENEFITS	Relocation Benefits	248-9102-60159	1,751.00
Fund 248 - SA 2004 LO/MOD BOND FUND (Refinanced in 2014) Total:					3,334.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
CONSERVE LANDCARE	120596	PO#1819-0017 RETENTION 3	Retention Payable	401-0000-20600	-10,910.39
CONSERVE LANDCARE	120596	FY18/19 QUINTERRA AND ADAMS BASIN, ...	Construction	401-0000-60188	218,207.75
HERMANN DESIGN GROUP INC	120611	SRR EVENT SITE DESIGN SVCS, PROJECT N...	Design	401-0000-60185	52,810.00
NAI CONSULTING INC	120621	DUNE PALMS BRIDGE IMPROVEMENT	Professional Services	401-0000-60103	3,892.50
NAI CONSULTING INC	120621	PAVEMENT MGMT PLAN ST IMPROVEME...	Professional Services	401-0000-60103	1,535.00
NAI CONSULTING INC	120621	HSIP INTERSECTION IMPROVEMENTS	Professional Services	401-0000-60103	263.19
NAI CONSULTING INC	120621	WASHINGTON DRAINAGE IMPROVEMENTS	Professional Services	401-0000-60103	870.00
NAI CONSULTING INC	120621	N LQ PARKWAY TURF CONVERSION	Professional Services	401-0000-60103	3,287.50
NAI CONSULTING INC	120621	CITYWIDE SIDEWALK IMPROVEMENTS	Professional Services	401-0000-60103	580.00
NAI CONSULTING INC	120621	DUNE PALMS ST IMPROVEMENTS (WWR ...	Professional Services	401-0000-60103	3,842.50
NAI CONSULTING INC	120621	MADISON (AVE 50-AVE52)	Professional Services	401-0000-60103	2,760.00
NAI CONSULTING INC	120621	SSAR SYS SAFETY ANALYSIS REPORT	Professional Services	401-0000-60103	105.69
NAI CONSULTING INC	120621	EISENHOWER DRAINAGE	Professional Services	401-0000-60103	3,625.00
NAI CONSULTING INC	120621	LQ VILLAGE-A ROAD DIET PROJECT	Professional Services	401-0000-60103	12,517.50
NAI CONSULTING INC	120621	JEFFERSON-AVE 53 ROUNDABOUT	Professional Services	401-0000-60103	2,497.50
NAI CONSULTING INC	120621	CC CAMPUS LAKE/IRRIG CONVERSION IM...	Professional Services	401-0000-60103	435.00

Demand Register

Packet: APPKT01803 - DA 11/16/2018

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
NAI CONSULTING INC	120621	CALLE TAMPICO DRAINAGE	Professional Services	401-0000-60103	1,740.00
NAI CONSULTING INC	120621	SILVERROCK INFRASTRUCTURE IMPROVE...	Professional Services	401-0000-60103	1,500.00
NAI CONSULTING INC	120621	WASHINGTON ST AT FRED WARING DR	Professional Services	401-0000-60103	912.50
NAI CONSULTING INC	120621	EISENHOWER RETENTION BASIN LANDSC...	Professional Services	401-0000-60103	145.00
NAI CONSULTING INC	120621	RETENTION BASIN (DPLM AT WWHO)	Professional Services	401-0000-60103	1,390.00
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					302,006.24
Fund: 501 - FACILITY & FLEET REPLACEMENT					
ENTERPRISE FM TRUST	120605	11/03/18- FLEET LEASE	Vehicles, Rentals & Leases	501-0000-71030	21,356.35
GAS COMPANY, THE	120608	10/2018- SWEEPER FUEL	Street Sweeper	501-0000-60678	43.09
RAN AUTO DETAIL	120627	10/27/18- CAR WASH	Car Washes	501-0000-60148	444.00
TOWER ENERGY GROUP	120639	10/16-10/31/18- UNLEAD/DIESEL FUEL	Fuel & Oil	501-0000-60674	3,111.06
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					24,954.50
Fund: 502 - INFORMATION TECHNOLOGY					
INTELESYSONE	120616	09/18/18- CONFERENCE PHONE	Cell/Mobile Phones	502-0000-61301	1,138.84
TIME WARNER CABLE	120637	11/2018- CITY HALL CABLE	Utilities - Cable	502-0000-61400	144.78
Fund 502 - INFORMATION TECHNOLOGY Total:					1,283.62
Fund: 601 - SILVERROCK RESORT					
HOME DEPOT CREDIT SERVICES	120612	09/28-10/25/18- SRR DOOR CLOSER	Repair & Maintenance	601-0000-60660	152.16
Fund 601 - SILVERROCK RESORT Total:					152.16
Grand Total:					594,494.44

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	134,494.04
201 - GAS TAX FUND	652.89
202 - LIBRARY & MUSEUM FUND	93,741.71
215 - LIGHTING & LANDSCAPING FUND	8,578.04
217 - DEVELOPMENT AGREEMENT	1,595.00
221 - AB 939 - CALRECYCLE FUND	-223.13
223 - MEASURE A FUND	3,601.42
224 - TUMF FUND	20,211.84
241 - HOUSING AUTHORITY	112.11
248 - SA 2004 LO/MOD BOND FUND (Refinanced in 2014)	3,334.00
401 - CAPITAL IMPROVEMENT PROGRAMS	302,006.24
501 - FACILITY & FLEET REPLACEMENT	24,954.50
502 - INFORMATION TECHNOLOGY	1,283.62
601 - SILVERROCK RESORT	152.16
Grand Total:	594,494.44

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20307	Due to Waste Manageme...	35,079.24
101-0000-20310	MSHCP Mitigation Fee	8,382.00
101-0000-20949	LT Care Insurance Pay	196.05
101-0000-20981	United Way Deductions	42.00
101-0000-20985	Garnishments Payable	200.00
101-0000-41505	Franchise Taxes - Burrtec	-3,495.69
101-0000-41600	Business Licenses	5.00
101-0000-42300	Cash Over/Short	340.16
101-0000-43631	CVMSHCP Admin Fee	-83.82
101-1001-60320	Travel & Training	247.43
101-1002-60320	Travel & Training	75.00
101-1002-60351	Membership Dues	200.00
101-1004-50244	State Unemployment Insu...	214.00
101-1004-60104	Consultants	144.00
101-1004-60129	Recruiting/Pre-Employe...	47.00
101-1004-60320	Travel & Training	87.65
101-1004-60322	Training & Education/MOU	1,070.00
101-1004-60340	Employee Recognition Aw...	44.27
101-1005-60320	Travel & Training	100.00
101-1005-60400	Office Supplies	73.56
101-1006-60104	Consultants	4,562.50
101-1007-60403	Citywide Conf Room Suppl..	141.29
101-1007-60661	Postage Machine	1,638.41
101-2001-60109	LQ Police Volunteers	155.79
101-2001-60168	School Officer	6,658.84
101-2002-60110	Volunteers - Fire	21.57
101-2002-60320	Travel & Training	26.81
101-2002-60670	Fire Station	452.88
101-2002-60691	Maintenance/Services	205.35
101-2002-61100	Utilities - Gas	53.48
101-2002-61200	Utilities - Water	1,182.38
101-2002-61304	Mobile/Cell Phones/Satell...	75.51
101-3002-60420	Operating Supplies	190.35
101-3003-60149	Community Experiences	6,735.92
101-3003-60420	Operating Supplies	1,831.37
101-3005-60431	Materials/Supplies	449.35
101-3005-61201	Utilities - Water -Monticel...	2,254.72
101-3005-61203	Utilities - Water -Eisenho...	123.52
101-3005-61204	Utilities - Water -Fritz Bur...	83.75
101-3005-61205	Utilities - Water -Velasco ...	47.62
101-3005-61206	Utilities - Water -Desert Pr..	283.01

Account Summary

Account Number	Account Name	Expense Amount
101-3005-61208	Utilities - Water -Seasons ...	18.28
101-3005-61209	Utilities - Water -Commun...	188.37
101-3007-60461	Marketing & Tourism Pro...	48,501.28
101-3008-60115	Janitorial	10,604.10
101-3008-60116	Pest Control	370.00
101-3008-60320	Travel & Training	60.00
101-3008-60431	Materials/Supplies	777.52
101-3008-60481	Office Supplies	56.75
101-3008-60667	HVAC	131.45
101-3008-61200	Utilities - Water	89.42
101-6004-60425	Supplies - Field	17.99
101-7003-60400	Office Supplies	71.38
101-7003-60420	Operating Supplies	269.87
101-7003-60432	Tools/Equipment	48.16
101-7006-60104	Consultants	2,530.00
101-7006-60146	PM 10 - Dust Control	36.06
101-7006-60320	Travel & Training	169.54
101-7006-60421	Supplies - Software	411.60
201-7003-60103	Professional Services	145.00
201-7003-60429	Traffic Control Signs	428.37
201-7003-60431	Materials/Supplies	79.52
202-3004-60105	Makerspace Operations	41,297.50
202-3004-60115	Janitorial	2,470.30
202-3004-60420	Operating Supplies	422.24
202-3004-60691	Maintenance/Services	93.42
202-3006-60105	Museum Operations	48,750.00
202-3006-60115	Janitorial	659.25
202-3006-60116	Pest Control	49.00
215-7004-60420	Operating Supplies	668.66
215-7004-60423	Supplies-Graffiti and Van...	100.30
215-7004-60431	Materials/Supplies	698.11
215-7004-61116	Utilities - Electric	572.59
215-7004-61117	Utilities - Electric - Media...	50.83
215-7004-61211	Utilities - Water - Medians	6,487.55
217-0000-74010	Land Acquisition	1,595.00
221-0000-41506	Burrtec AB 939 Fee	-223.13
223-0000-60510	Contingency - Signal Knoc...	3,601.42
224-0000-20320	TUMF Payable to CVAG	20,211.84
241-9101-60420	Operating Supplies	112.11
248-9102-60159	Relocation Benefits	3,334.00
401-0000-20600	Retention Payable	-10,910.39
401-0000-60103	Professional Services	41,898.88
401-0000-60185	Design	52,810.00
401-0000-60188	Construction	218,207.75
501-0000-60148	Car Washes	444.00
501-0000-60674	Fuel & Oil	3,111.06
501-0000-60678	Street Sweeper	43.09
501-0000-71030	Vehicles, Rentals & Leases	21,356.35
502-0000-61301	Cell/Mobile Phones	1,138.84
502-0000-61400	Utilities - Cable	144.78
601-0000-60660	Repair & Maintenance	152.16
	Grand Total:	594,494.44

Project Account Summary

Project Account Key	Expense Amount
None	241,225.78
091002P	2,760.00
091004P	3,842.50

Project Account Summary

Project Account Key	Expense Amount
111205P	3,892.50
141517P	1,500.00
151603P	12,517.50
151612P	7,625.00
1819PMPP	1,535.00
1819STIP	580.00
201601P	263.19
201603CT	218,207.75
201603P	3,287.50
201603RP	-10,910.39
201606P	435.00
201608D	52,810.00
201701P	912.50
201704P	145.00
201708P	105.69
201709P	2,497.50
201722E	145.00
999901CT	3,334.00
BREWE	5,700.00
MAKERE	41,297.50
VETSE	785.92
Grand Total:	594,494.44

City of La Quinta

Bank Transactions 11/10/18 – 11/23/18

Wire Transaction

Listed below are the wire transfer from 11/10/18 – 11/23/18

Wire Transfers:

11/16/2018 - WIRE TRANSFER - ICMA	\$	4,261.13
11/16/2018 - WIRE TRANSFER - LQCEA	\$	459.00
11/16/2018 - WIRE TRANSFER - PERS	\$	40,533.63
11/16/2018 - WIRE TRANSFER - LANDMARK	\$	199,275.14
11/20/2018 - WIRE TRANSFER - TASC	\$	1,116.63
TOTAL WIRE TRANSFERS OUT	\$	<u>245,645.53</u>

City of La Quinta

CITY COUNCIL MEETING: December 4, 2018

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH NBS, INC, IN THE AMOUNT OF \$53,570, FOR DEVELOPMENT IMPACT FEE STUDY UPDATE AND BUDGET ADJUSTMENTS

RECOMMENDATION

Approve Agreement for Contract Services with NBS, Inc., in the amount of \$53,570, for a Development Impact Fee Study Update, authorize the City Manager to execute the agreement; and approve the recommended budget adjustments.

EXECUTIVE SUMMARY

- The City’s Development Impact Fee (DIF) Report was originally adopted in 1999 and has been updated five times, most recently in 2013.
- DIF Study must be updated every five years to comply with The Mitigation Fee Act (California Government Code Section 66000 *et seq.*)
- NBS was selected through the competitive request for proposals (RFP) process, completed in November 2018.
- NBS will update the City’s DIF Report and propose new development impact fees.

FISCAL IMPACT

Approve expenditure budget adjustments for Consulting, Fee Study services totaling \$53,570 in nine DIF Funds as summarized below.

Fund	Account	Adjustment
Infrastructure DIF Fund	225-0000-60104	\$ 5,953
Transportation DIF Fund	250-0000-60104	5,953
Parks & Recreation DIF Fund	251-0000-60104	5,952
Civic Center DIF Fund	252-0000-60104	5,952
Library DIF Fund	253-0000-60104	5,952
Community Center DIF Fund	254-0000-60104	5,952
Street Maintenance DIF Fund	255-0000-60104	5,952
Park Maintenance DIF Fund	256-0000-60104	5,952
Fire Protection DIF Fund	257-0000-60104	5,952
	TOTAL	\$ 53,570

BACKGROUND/ANALYSIS

In October 2018, the City received six proposals in response to the DIF Study Update RFP. The review panel selected NBS based on the firm's qualifications to provide these services.

The City's DIF Report was originally adopted in 1999; since then, the DIF has been updated five times; the City's current DIF Program was last updated in 2013. Much of the analysis in the current DIF Report is based upon the City's General Plan.

The City assesses a variety of development impact fees on new development to mitigate citywide impacts on public improvements, public services, and community amenities. The City's impact fee program must comply with the Mitigation Fee Act (California Government Code Section 66000 et seq., also known as Assembly Bill 1600). Costs for preparing this study may be recovered through impact fees. Current and future fees will incorporate the costs of future studies.

Public facilities, equipment and infrastructure improvements currently addressed by the City's DIF include:

- Transportation Improvements
- Parks and Recreation Facilities
- Civic Center
- Library
- Community Center
- Maintenance Facility
- Fire Protection Facilities.

This year's update will include evaluating the feasibility of adopting a new citywide Drainage Impact Fee.

ALTERNATIVES

Staff does not recommend an alternative; the DIF Study Update is a State requirement.

Prepared by: Julie Mignogna, Management Analyst
Approved by: Bryan McKinney, City Engineer

Attachment: 1. NBS Agreement

ATTACHMENT 1

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and NBS, a California S-Corporation ("Contracting Party"). The parties hereto agree as follows:

1. SERVICES OF CONTRACTING PARTY.

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to Development Impact Fee Study Update, as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party 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. Contracting Party 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. Contracting Party 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. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party 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, if any, 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 Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, 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 Contracting Party shall not relieve Contracting Party 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 Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from the Contract Officer, 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 Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (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.

2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed Fifty-Three Thousand Five Hundred and Seventy Dollars (\$53,570.00) (the "Contract Sum"), except as provided in Section 1.7. 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 the Services, payment for time and materials based upon Contracting Party'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 Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working 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 Contracting Party 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 and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer pursuant to Section 1.7 of this Agreement.

3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. If the Services not completed in accordance with the Schedule of Performance, as set forth in Section 3.2 and "Exhibit C", it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 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 Contracting Party, 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 Contracting Party 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 the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on December 5, 2018 and terminate on December 31, 2019 ("Initial Term").

4. COORDINATION OF WORK.

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

- (a) Nicole Kissam
E-mail: nkissam@nbsgov.com
- (b) Michael Rentner
E-mail: mrentner@nbsgov.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 Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer" shall be Bryan McKinney, PE, City Engineer, or such other person as may be designated in writing by

the City Manager of City. It shall be Contracting Party's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that 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.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or 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 Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its 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 Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party 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. Contracting Party 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 Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party 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 Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party 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, Contracting Party 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. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party 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. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party 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. Contracting Party represents that the Services required herein will be performed by Contracting Party 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.

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

5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party 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 E" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency's Risk Manager prior to commencement of performance.

6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel approved, with reasonable approval not to be withheld by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in "Exhibit F" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party 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 Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any 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 Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party'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.

7.3 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 prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") 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 Contracting Party 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 Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party 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 Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party 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 Contracting Party 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.

7.5 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. Contracting Party shall require all subcontractors, if any, 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. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party 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.

7.6 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. Contracting Party 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.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

8. ENFORCEMENT OF AGREEMENT.

8.1 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 Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 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, or 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 this Article 8.0. During the period of time that Contracting Party 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.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 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 Contracting Party 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 Contracting Party. 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.

8.5 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.

8.6 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.

8.7 Termination Prior To Expiration Of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section 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 Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contracting Party 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 amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party 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 Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 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.

9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

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

9.2 Conflict of Interest. Contracting Party 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 Contracting Party's performance of the Services under this Agreement. Contracting Party 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. Contracting Party 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. Contracting Party 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.

9.3 Covenant against Discrimination. Contracting Party 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. Contracting Party 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.

10. MISCELLANEOUS PROVISIONS.

10.1 Notice. Any notice, demand, request, consent, approval, or 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: Bryan McKinney, PE,
City Engineer
78-495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

NBS
Michael Rentner, President
32605 Temecula Pkwy., Suite 100
Temecula, CA 92592

10.2 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.

10.3 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.

10.4 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

10.5 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.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party 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.

10.7 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.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party 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 Contracting Party without further acknowledgment of the parties.

10.9 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.

10.10 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

CONTRACTING PARTY:

By: NBS
Name: 
Title: President

FRANK J. SPEVACEK, City Manager

City of La Quinta, California

Dated: _____

ATTEST:

By: _____
Name: _____
Title: _____

MONIKA RADEVA, City Clerk
La Quinta, California

APPROVED AS TO FORM:

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

Exhibit A Scope of Services

1. Services to be Provided:

In general, the scope of work covered involves the work necessary to prepare a development impact fee study that complies with the requirements of the California Mitigation Fee Act (Government Code Sections 66000 et seq.), the Quimby Act (Government Code Section 66477), where applicable, and relevant case law.

The specific scope is defined by the tasks described in the work plan that follows. It excludes legal, engineering, architectural, cost estimating and appraisal services.

Work Plan

The following tasks comprise the detailed work plan for this impact fee study. Tasks 1 through 6 represent the typical requirements of an impact fee study, and may be adjusted to meet the needs of this project.

Task 1. Kickoff Meeting/Project Initiation

To kickoff this study, the Project Director and Project Manager will attend a kickoff meeting with key City staff and carry out other activities required to initiate the study, including:

- Discuss the goals, work plan and schedule for the project
- Establish coordination, communication and reporting procedures
- Conduct initial interviews with key City staff members
- Evaluate available information resources
- Review the existing impact fee program to identify any issues of concern to the staff or City Council
- Assess the City's current development patterns and growth potential

Task 2. Compile Data on Existing and Future Development

In this task, NBS will collect, review, organize and analyze data on existing and future development in the City and compile it in a form useful for this study. Steps in that process may include:

- Establish boundaries of the study area to be used in the analysis (e.g., existing City vs. sphere of influence) and the time horizon for the study
- Define the breakdown of land use types to be used in the study
- Analyze land use data provided by the City to establish a baseline of existing development and a forecast of future development by land use type
- Select demand variables and specify demand factors that will be used to represent the impact of development in the impact fee calculations
- Prepare development data tables to incorporate into the fee calculation model and the study report

Task 3. Facility Needs Analysis

Using forecasts of future development from Task 2, NBS will review the Capital Improvement Program, facility master plans and other available data, and work with staff to identify new facilities, facility expansions, vehicles and equipment needed to serve future development. Steps in that process will include the following:

- Review adopted level-of-service standards and actual service levels for relevant facility types
- Work with City staff to identify the operative level-of-service standard to be used for each facility type in the impact fee
- Identify any existing deficiencies or available capacity relative to the selected level of service standard
- Project the additional service demand that will be created by new development
- Translate service demand into facility needs by facility type
- Compile cost estimates for relevant facilities and other assets
- Identify costs eligible for impact fee funding

Task 4. Impact Fee Analysis

Using the information developed in Tasks 2 and 3, we will conduct the impact fee analysis and calculate impact fees by land use type for each type of facility addressed in the study. That process typically includes these steps:

- Review the methods used to calculate existing impact fees and work with staff to consider alternative methods where appropriate
- Construct a spreadsheet fee calculation model incorporating data on existing and future development, demand factors and eligible facility costs
- Specify formulas in the model to allocate facility costs in proportion to the impact of new development by land use type
- Calculate a cost per unit of service for each facility type
- Convert the cost per unit of service into a schedule of impact fees per unit of development by development type
- Project potential revenue from the proposed impact fees

Task 5. Draft and Final Study Reports

The impact fee study report will explain the data, methodology and formulas used in the fee calculations and document the nexus between the proposed fees and the impacts of development for each type of impact fee calculated in the study. The report will also propose findings to satisfy the requirements of the Mitigation Fee Act regarding the purpose of the fees, the use of the fees, and the reasonable relationship between the fees and development.

As the study progresses, the Consultant will submit preliminary drafts of portions of the study report for review and comment by City staff. Once all sections are in draft form, an administrative draft of the entire study report, incorporating any previous staff comments, will be submitted for review. Then a final draft document will be

prepared for the City Council and public review. If necessary, additional changes will be incorporated into the final study report.

The study report will include the following components:

- An Executive Summary including summary impact fee tables
- A chapter discussing the legal requirements for impact fees and methods used to calculate the fees
- A chapter presenting data on existing and future development in the study area and the factors used to measure the impacts of development on individual facility types
- A separate chapter for each type of fee presenting the data and methodology used in the analysis, a detailed explanation the impact fee calculations, and documentation of the nexus
- A chapter on implementation recommendations, covering steps needed to comply with the Mitigation Fee Act through proper administration of the impact fees, including but not limited to:
 - Findings and enactment of fees
 - Collection and expenditure of fees
 - Accounting and reporting requirements
 - Administrative appeals, waivers, and exemptions
 - Credits and reimbursements for developer-provided facilities
 - Updating and indexing the fees
 - Recovery of administrative costs for the impact fee program

Deliverables include: (1) Preliminary chapter drafts; (2) a complete draft report for staff review; (3) a final draft report for City Council and public review; (4) the final report. All drafts and the final report will be submitted electronically in .pdf format. All original Microsoft Word and Excel files will be provided to the City at completion of the work.

Task 6. Meetings and presentations

The RFP specifies that the Consultant will attend a minimum of one City Council study session, one City Council Public Hearing, and one Financial Advisory Committee Meeting, as well as monthly meetings with the Project Development Team. Addendum Number 1 to the RFP also directs that a stakeholder outreach meeting be included in the scope of the project.

To meet the City's goal of implementing the updated impact fees by July 1, 2019, the fees would have to be adopted at the City Council's second meeting in April 2019, because the fees would not go into effect until 60 days after adoption.

Assuming the study begins on December 3, the draft report would have to be completed in four months. Consequently, this allows for four monthly meetings with the Project Development Team in addition to the meetings with City Council, the Financial Advisory Committee, and stakeholders including the local DVBA and BIA, for a total of eight (8) on-site meetings.

In order to remain within the City's desired timeline, it might be necessary for the Financial Advisory Committee meeting and the stakeholder meeting to be scheduled very closely with other meetings listed under this task.

Task 7. Calculate additional impact fees (optional task)

As part of this task, we will investigate the potential for new impact fees, including an impact fee for future drainage improvements, and make recommendations to City staff. We will also determine whether it is feasible to incorporate any additional impact fees into this study within the constraints of the schedule. That will depend on whether the necessary information on facility needs and costs can be provided by the City early in the study process.

- Investigate the potential for new impact fees
- Make recommendations to City staff regarding the potential for new impact fees
- Incorporate a new storm drainage impact fee into the scope of this study, if feasible
- Incorporate other new impact fees into the scope of this study, if feasible

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is Fifty-Three Thousand Five Hundred and Seventy Dollars (\$53,570.00) (“Contract Sum”). The Contract Sum shall be paid to Contracting Party in installment payments made on a monthly basis and in an amount identified in Contracting Party’s schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

PROJECT COST DETAIL City of La Quinta	Consultant Labor (Hours)		Grand Totals	
	NBS Director	Joe Colgan	Consultant Labor (Hours)	Consultant Costs (\$)
Task Plan				
<i>Hourly Rate</i>	\$205	\$150		
DEVELOPMENT IMPACT FEE STUDY				
Task 1. Kickoff Meeting/Project Initiation	6.0	10.0	16.0	\$2,730
Task 2. Compile Development Data	8.0	32.0	40.0	\$6,440
Task 3. Facility Needs Analysis	8.0	32.0	40.0	\$6,440
Task 4. Impact Fee Analysis	10.0	60.0	70.0	\$11,050
Task 5. Draft and Final Reports	10.0	40.0	50.0	\$8,050
Subtotal Tasks 1-5	42.0	174.0	216.0	\$34,710
Task 6. Meetings and Presentations (8)				
Task 6a. Monthly Meetings incl. kickoff meeting (4)	16.0	16.0	32.0	\$5,680
Task 6b. Financial Advisory Committee Meeting (1)	4.0	0.0	4.0	\$820
Task 6c. Stakeholder Meeting (1)	4.0	8.0	12.0	\$2,020
Task 6d. City Council Meetings (2)	8.0	16.0	24.0	\$4,040
Subtotal Tasks 6a through 6d	32.0	40.0	72.0	\$12,560
Travel Expenses for Meetings				\$2,700
Task 7. Additional Impact Fees (Optional)		Time&Materials - NTE -		\$ 3,600
TOTAL	74.0	214.0	288.0	\$53,570

NBS applied the following hourly rates to derive the fixed pricing for the requested scope of services. NBS' rates are inclusive of all costs associated with professional time, such as document production, and incidentals. Travel expenses, however, are billed separately at actual cost up to the amount shown in the table above. These rates will apply for the duration of our contract:

Title	Hourly Rate
Director - NBS	\$205
Colgan Consulting	\$150
Analyst - NBS	\$120

Exhibit C Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, in accordance with the Project Schedule below

Project Schedule

TASK DESCRIPTION	November	December	January	February	March	April	May	June	July
DEVELOPMENT IMPACT FEE STUDY									
Task 1. Kickoff Meeting/Project Initiation									
Task 2. Compile Development Data									
Task 3. Facility Needs Analysis									
Task 4. Impact Fee Analysis									
Task 5. Draft and Final Reports									
Task 6a. Monthly Meetings (4)									
Task 6b. Financial Advisory Cmte Meeting (1)									
Task 6c. Stakeholder Meeting (1)									
Task 6d. City Council Meetings (2)									

- Consultant Task Time
- City Staff Task/Review Time
- Meetings and Presentations
- Deliver Draft Report 1
- Deliver Final Report 2

[Click here to return to Agenda](#)

Exhibit D
Special Requirements

None

Exhibit E
Insurance Requirements

E.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)

Must include the following endorsements:

General Liability Additional Insured
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)
\$1,000,000 (per accident)
Personal Auto Declaration Page if applicable

Errors and Omissions Liability
\$1,000,000 (per claim and aggregate)

Workers' Compensation
(per statutory requirements)

Must include the following endorsements:

Workers Compensation with Waiver of Subrogation
Workers Compensation Declaration of Sole Proprietor if applicable

Contracting Party 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 Contracting Party's acts or omissions rising out of or related to Contracting Party'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 Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.

Contracting Party 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 Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. 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 Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party 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.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party 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 Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party 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 Contracting Party'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 Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

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

1. Contracting Party 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 or equivalent. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party 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 Contracting Party 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. Contracting Party 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 Contracting Party'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 Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party 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. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party 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. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party 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 Contracting Party'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 Contracting Party, 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 Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party, 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. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party 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.

14. Contracting Party 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. Contracting Party 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 Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is 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 Contracting Party under this agreement. Contracting Party 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. Contracting Party 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 Contracting Party 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. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party 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 Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel approved, with reasonable approval not to be withheld by City), and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses 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, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel approved, with reasonable approval not to be withheld by City), and hold harmless the 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 Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any provision of this agreement, Contracting Party 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 Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party 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. These obligations to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

[Click here to return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: December 4, 2018

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION TO INCREASE THE MINIMUM WAGE RATE EFFECTIVE JANUARY 1, 2019, AND AMEND THE CITY'S FISCAL YEAR 2018/19 SALARY SCHEDULE

RECOMMENDATION

Adopt a resolution to increase the minimum wage rate effective January 1, 2019 and amend the City's Fiscal Year 2018/19 Salary Schedule.

EXECUTIVE SUMMARY

- The State of California minimum wage rate effective January 1, 2019 is \$12 per hour.
- Part-time Recreation Leaders and Senior Recreation Leaders will be affected by this change.

FISCAL IMPACT

This wage increase is an additional estimated cost of \$7,400 to the Fiscal Year 2018-19 budget. Funds are available in the Contingency for Staffing Account (101-1007-50115).

BACKGROUND/ANALYSIS

All employees in California must be paid the minimum wage as required by state law. Effective January 1, 2019, the minimum wage for employers with 26 employees or more will increase to \$12 per hour from the current \$11. This increase will affect 13 current part-time employees.

Employers in California are subject to both the federal and state minimum wage laws. When there are conflicting requirements between the federal and state laws, the employer must follow the stricter standard; that is, the one that is the most beneficial to the employee. Since California's current law requires a higher minimum wage rate than the federal law, all employers in California who are subject to both laws must pay the state minimum wage rate unless their employees are exempt under California law. This exemption includes learners who are in their first 160 hours of employment in an occupation that they have no previous experience. There are also exceptions for employees who are mentally or physically disabled, and for nonprofit

organizations such as sheltered workshops or rehabilitation facilities that employ disabled workers.

The City's Classification Plan and Salary Schedule were adopted via Council Resolution 2018-053. Any amendments require Council action.

ALTERNATIVES

Council may elect to adopt a higher minimum wage rate wherein employees would be paid the local wage that is higher than the state or federal minimum.

Prepared by: Angela Scott, Human Resources Manager

Approved by: Chris Escobedo, Community Resources Director

RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, INCREASING THE MINIMUM WAGE RATE EFFECTIVE JANUARY 1, 2019, AND AMEND THE CITY'S FISCAL YEAR 2018/19 SALARY SCHEDULE

WHEREAS, the City Council previously approved and adopted the Classification Plan comprised of the Classification Specification schedule and Fiscal Year 2018/19 Salary Schedule; 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, the State of California minimum wage rate effective January 1, 2019 is \$12 per hour.

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 the increase in minimum wage rate and adopt the revised Fiscal Year 2018/19 Salary Schedule, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. This Resolution shall become effective upon adoption. The Fiscal Year 2018/19 Salary Schedule shall go into effect immediately.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 4th day of December 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2018-
Minimum Wage Increase
Adopted: December 4, 2018
Page 2 of 2

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

(CITY SEAL)

APPROVED AS TO FORM:

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



2018/19
NON-DISCRETIONARY SALARY SCHEDULE

EXHIBIT A

WORKING TITLE	DBM	ANNUAL NON-DISCRETIONARY STEPS						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Administrative Assistant Maintenance Worker I Parks Worker	A11	\$ 38,625.89	\$ 40,557.18	\$ 42,488.47	\$ 44,419.77	\$ 46,351.06		
Maintenance Worker II	A12	\$ 42,496.68	\$ 44,621.51	\$ 46,746.35	\$ 48,871.18	\$ 50,996.01		
Administrative Technician Community Resources Coordinator Management Assistant Traffic Signal Technician	B21	\$ 50,249.87	\$ 52,762.36	\$ 55,274.86	\$ 57,787.35	\$ 60,299.84		
Account Technician Building Inspector I Code Compliance Officer I Executive Assistant Management Assistant Permit Technician Vacation Rental/License Assistant	B22	\$ 54,120.65	\$ 56,826.68	\$ 59,532.71	\$ 62,238.75	\$ 64,944.78		
Building Inspector II Buildings Coordinator Code Compliance Officer II Construction Inspector Maintenance & Operations Technician	B23	\$ 57,991.44	\$ 60,891.01	\$ 63,790.59	\$ 66,690.16	\$ 69,589.73		
Community Resources Specialist Deputy City Clerk Junior Accountant Maintenance Foreman Management Specialist Parks Foreman	B24	\$ 63,327.33	\$ 66,493.70	\$ 69,660.06	\$ 72,826.43	\$ 75,992.80		
Accountant Deputy City Clerk Management Specialist	B25	\$ 69,893.33	\$ 73,387.99	\$ 76,882.66	\$ 80,377.33	\$ 83,871.99		
Animal/Code Officer Supervisor Buildings Superintendent Parks Superintendent Plans Examiner/Inspector Supervisor	B32	\$ 69,893.33	\$ 73,387.99	\$ 76,882.66	\$ 80,377.33	\$ 83,871.99		
Marketing Management Coordinator	C41	\$ 72,354.59	\$ 75,369.61	\$ 78,384.62	\$ 81,399.64	\$ 84,414.65	\$ 87,426.05	\$ 90,443.24
Associate Planner Business Analyst Community Resources Analyst Sr. Emergency Management Coordinator Financial Services Analyst Human Resources Analyst Management Analyst Public Safety Analyst Senior Accountant Traffic Operations Analyst	C42	\$ 76,552.63	\$ 79,742.57	\$ 82,932.52	\$ 86,122.47	\$ 89,312.42	\$ 92,498.54	\$ 95,690.78

EXHIBIT A

[Click here to return to Agenda](#)



2018/19
NON-DISCRETIONARY SALARY SCHEDULE

WORKING TITLE	DBM	ANNUAL NON-DISCRETIONARY STEPS						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Associate Engineer Construction Manager/Inspection Supervisor Management Analyst	C43	\$ 80,750.66	\$ 84,115.54	\$ 87,480.42	\$ 90,845.30	\$ 94,210.18	\$ 97,571.02	\$ 100,938.33
Senior Planner	C44	\$ 86,007.66	\$ 89,591.60	\$ 93,175.54	\$ 96,759.48	\$ 100,343.41	\$ 103,923.05	\$ 107,509.57
Assistant to the City Manager Building Official Community Resources Manager Human Resources Manager Maintenance Manager Planning Manager Public Safety Manager Senior Civil Engineer	D61	\$ 97,568.01	\$ 101,633.67	\$ 105,699.33	\$ 109,764.99	\$ 113,830.65	\$ 117,891.43	\$ 121,960.01
City Clerk	D62	\$ 102,446.41	\$ 106,715.35	\$ 110,984.30	\$ 115,253.24	\$ 119,522.18	\$ 123,786.00	\$ 128,058.01
City Engineer	D65	\$ 117,524.43	\$ 122,421.68	\$ 127,318.92	\$ 132,216.16	\$ 137,113.41	\$ 142,004.77	\$ 146,905.54
Community Resources Director Design & Development Director Facilities Director Finance Director/City Treasurer	E82	\$ 129,570.69	\$ 134,969.90	\$ 140,369.11	\$ 145,768.32	\$ 151,167.53	\$ 156,560.26	\$ 161,963.36
City Manager	F101*	\$ 176,293.44	\$ 183,639.59	\$ 190,985.74	\$ 198,331.88	\$ 205,678.03	\$ 213,015.36	\$ 220,366.80

Part-Time Employees	DBM		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Recreation Leader	A01	Hourly	\$11.00	\$11.55	\$12.10	\$12.65	\$13.20
Recreation Leader	A01	Hourly	\$12.00	\$12.60	\$13.20	\$13.80	\$14.40
Senior Recreation Leader	A02	Hourly	\$15.00	\$15.75	\$16.50	\$17.25	\$18.00
Senior Recreation Leader	A02	Hourly	\$16.00	\$16.80	\$17.60	\$18.40	\$19.20
Administrative Assistant	A11	Hourly	\$18.57	\$19.50	\$20.43	\$21.36	\$22.28
Administrative Technician	B21	Hourly	\$24.16	\$25.37	\$26.57	\$27.78	\$28.99
Software Program Report Writer	B24	Hourly	\$30.45	\$31.97	\$33.49	\$35.01	\$36.53

Elected Official Positions	Monthly
Mayor	\$2,800.00
Council Members	\$2,300.00

Boards and Commission Members	Meeting Stipend
Community Services Commission	Per Meeting \$75.00
Construction Appeals Board	Per Meeting \$0.00
Housing Commission	Per Meeting \$50.00
Financial Advisory Commission	Per Meeting \$75.00
Oversight Board	Per Meeting \$0.00
Planning Commission	Per Meeting \$100.00

[Click here to return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: December 4, 2018

STAFF REPORT

AGENDA TITLE: AUTHORIZE CONTRACTING WITH PACIFIC WEST AIR CONDITIONING, INC. FOR UP TO \$100,000 OF WORK FOR FISCAL YEAR 2018/19

RECOMMENDATION

Authorize contracting with Pacific West Air Conditioning, Inc. for up to \$100,000 of work for fiscal year 2018/19.

EXECUTIVE SUMMARY

- Per the purchasing policy, amounts paid to vendors/contractors over \$50,000 must be approved by Council.
- Pacific West Air Conditioning, Inc. (Pac West) is a sole source for the i-vue system and air handlers.
- Staff requests authority to contract for up to \$100,000 of work from Pac West.

FISCAL IMPACT

Up to \$100,000 would be charged in increments, to the appropriate account(s) as needed, during 2018/19.

BACKGROUND/ANALYSIS

Pac West provides quality work and is a sole source vendor for the i-vue system and air handlers installed in City Hall, the Library and Museum.

The purchasing policy requires Council approval for purchases and/or contracts over \$50,000. Staff requests authorization to contract with Pac West for up to \$100,000 of work should services be required in the 2018/19. Staff requests this authorization so that work can be performed in a timely manner without continually seeking Council authorization for each small contract. Doing this would not circumvent the City's Purchasing Policy as Pac West is identified as a sole source vendor.

ALTERNATIVES

Council could approve future work awarded to Pac West on a per project basis, however, this approach may delay work schedules.

Prepared by: Dianne Hansen, Management Assistant

Approved by: Steve Howlett, Facilities Director

[Click here to return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: December 4, 2018

STAFF REPORT

AGENDA TITLE: DISCUSS SMALL CELL TECHNOLOGY ZONING STANDARDS

RECOMMENDATION

Discuss potential Zoning Ordinance amendments for Small Cell Technology.

EXECUTIVE SUMMARY

- Wireless providers are using Small Cell technology to fill gaps in service, improve connections for wireless devices, and deploy new types of wireless service.
- Small cell facilities are usually mounted on existing power poles, light poles or traffic signal poles.
- In advance of anticipated applications for these facilities, staff recommends amending the Zoning Ordinance to control their appearance.

BACKGROUND/ANALYSIS

Small cell technology is evolving at a rapid rate and is expected to supersede the need for free standing cell towers (usually mono-palms in La Quinta). The technology is usually 3 feet in height and generally installed on top of existing poles, or on new telephone poles if a utility pole or street light is not available. This configuration may change as this technology continues to evolve.

The Federal Communications Commission (FCC) has adopted regulations to compel an expedited review of Small cell facilities and limit the local government's discretion when imposing certain aesthetic and other types of regulations on these applications. One purpose of this item is to solicit input regarding the design criteria the City may want to impose on these facilities.

The Good, The Bad and The Ugly

Two early versions of small cells are located in the City – one at Park Drive and Avenue 50, and one north of the Avenue 52 roundabout on Jefferson Street, both shown below. When not screened, they can present an unacceptable aesthetic appearance.



Small cells, when properly screened, can be unobtrusive. Because they are small, they can be placed on multiple locations, including every street corner. Small cell facilities can be imperceptible when stealth or shrouded technologies are used.

Other Considerations

The City's Traffic Operations team is considering options to minimize visual intrusion on City streets as other technologies are vying for space on light poles and traffic signals, including emergency response equipment and traffic cameras. Balancing the needs to be wirelessly connected and safe, while preserving the visual environment, is the City's goal.

Small cell facilities will be subject to the same construction requirements as any wireless facility. Specifically, the provider must demonstrate (during the building permit process) that the pole can structurally support the equipment; the equipment will not affect the pole's wind load capacity (the pole must be upgraded to meet these standards); and the equipment will be serviced by an independent, fully-screened/undergrounded power source separate from the City's power connection.

Zone Text Amendments

The Zoning Ordinance does not address small cell facilities. Staff has drafted standards (Attachment 1), which would provide minimum standards without unduly encumbering applicants. These standards focus on appearance and placement, and would:

1. Limit their location to the top of, or within the top 5 feet of an existing utility pole, light pole, traffic signal or structure.
2. Limit their size to 12 inches in diameter and 36 inches in height.
3. Require that all equipment be screened.

As currently written, Attachment 1 limits small cell facilities to existing power poles, street lights, traffic lights and structures.

Prepared by: Nicole Sauviat Criste, Consulting Planner
Approved by: Danny Castro, Design and Development Director

Attachment: 1. Proposed Code Amendment Language for Small Cell Facilities L.Q.M.C. Chapter 9.170

[Click here to return to Agenda](#)

9.170.10 Purpose.

The purpose of this chapter is to provide a uniform and comprehensive set of standards for the development of wireless telecommunication facilities. The regulations contained herein are intended to protect and promote public health, safety, and welfare and the aesthetic quality of the city while providing reasonable opportunities for telecommunication services to provide such services in a safe, effective and efficient manner. These regulations are intended to address the following community concerns:

- A. To minimize adverse visual effects of towers and accessory buildings associated with wireless telecommunication facilities through careful design, siting and vegetative screening;
- B. To avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures;
- C. To lessen traffic impacts on surrounding residential districts;
- D. To maximize use of any new and existing telecommunication tower and to reduce the number of towers needed;
- E. To ensure radio frequency radiation is in compliance with federal requirements; and
- F. To allow new telecommunication towers in residential areas only if a comparable site is not available outside residential areas. (Ord. 550 § 1, 2016)

9.170.020 Definitions.

“**Antenna**” means any system of wires, poles, rods, panels, reflecting discs or similar devices used for the transmission or reception of radio frequency electromagnetic waves when such system is external or attached to the exterior of a structure.

“**Building-mounted**” means any antenna, or other antenna associated support equipment resting on the ground, directly attached or affixed to the side of a building, tank, tower or other structure other than a telecommunication tower.

“**Co-location**” means the placement of two or more wireless telecommunication facilities service providers sharing one support structure or building for the location of their facilities.

“**Existing facilities**” means an existing structure located in the public right-of-way or a building with an approved site development permit and/or an existing telecommunication facility with a previously approved conditional use permit.

“**FAA**” means the Federal Aviation Administration. “**FCC**” means the Federal Communication Commission.

“**FCC OET Bulletin 65**” refers to the Federal Communication Commission Office of Engineering and Technology Bulletin 65 entitled “Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields.”

“**Freestanding towers**” include all telecommunication towers used in association with the mounting and/or placement of antenna and associated equipment.

“**General population**” means all persons who are not direct family members, relatives, or employees of the owner or operator of a source of NIER of the owner or other users of the site of an NIER source.

“**Ground-mounted**” means an antenna or other antenna associated support equipment with its support structure placed directly on the ground.

“**Hand-held source**” means a transmitter normally operated while being held in the hands of the user.

“**Height of antenna above grade or ground**” means the vertical distance between the highest point of the antenna and the finished grade directly below this point.

“**Highest calculated NIER level**” means the NIER predicted to be highest with all sources of NIER operating.

“**Lattice tower**” means a three or more legged open structure designed and erected to support wireless telecommunication antennas and connecting appurtenances.

“**Monopole**” means a single pole structure designed and erected to support wireless telecommunication antennas and connecting appurtenances.

“**Roof-mounted**” means an antenna directly attached to the roof of an existing building, water tank, tower or structure other than a telecommunication tower.

“**Satellite dish**” means any device incorporating a reflective surface that is solid, open mesh or bar configuration, that is shallow dish, cone, horn, bowl or cornucopia shaped and is used to transmit and/or receive electromagnetic or radio frequency communication/signals in a specific directional pattern.

“**Shared capacity**” means that capacity for shared use whereby a tower can accommodate multiple users simultaneously. Tower height, antenna weight, design and the effects of wind are prime determinants of capacity.

“**Small cell facilities**” means any wireless telecommunication facility that meets the following exact conditions:

1. The structure on which antenna facilities are mounted –
 - a. is 50 feet or less in height, or
 - b. is no more than 10 percent taller than other adjacent structures, or
 - c. is not extended to a height of more than 50 feet or by more than 10 percent above its preexisting height as a result of the collocation of new antenna facilities; and
2. Each antenna associated with the deployment (excluding the associated equipment with that specific antenna) is no more than three cubic feet in volume; and
3. All antenna equipment associated with the small cell facility’s antennas (but, excluding the antennas themselves) are cumulatively no more than 28 cubic feet in volume; and
4. The facility does not require antenna structure registration under 47 CFR Part 17; and
5. The facility is not located on Tribal lands, as defined under 36 CFR 800.16(x); and
6. The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in FCC Rule 1.1307(b).

“**Sole-source emitter**” means one or more transmitters only one of which normally

transmits at a given instant.

“**Stealth**” means improvements or treatments added to a wireless telecommunication facility which mask or blend the proposed facility into the existing structure or visible backdrop in such a manner as to minimize its visual impacts, or any design of a wireless telecommunication facility to achieve same. Stealth designs may utilize, but does not require, concealment of all components of a facility. Examples of stealthing include, but are not limited to, the design and construction of a tower so that it is disguised as a flagpole, tree, palm or sculpture, or the incorporation of colors and design features of nearby structures.

“**Telecommunication tower**” means a monopole or lattice tower.

“**Wireless telecommunication facility or facilities**” means any structure, antenna, pole, equipment and related improvements, the primary purpose of which is to support the transmission and/or reception of electromagnetic signals, including, but not limited to, telecommunication towers.

“**Vehicle source**” means a transmitter regularly used in vehicles that normally move about.

9.170.30 Permitted locations.

Location Preferences. Location preferences are provided in furtherance of the purpose of this chapter, as set forth under Section 9.170.010. To the maximum extent feasible, new telecommunication facilities shall be located according to the following preferences, with the most preferred sites listed first:

- A. Major community facilities (MC), parks and recreation (PR), and industrial (I) zoning districts;
- B. All commercial zoning districts;
- C. Very-low density (VRL), residential low density (RL), medium density residential (RM), and medium high density residential (RMH) zoning districts;
- D. High density residential (RH); and
- E. Open space (OS) and floodplain (FP) zoning districts.

9.170.040 Applicability.

This chapter shall apply to all wireless telecommunication facilities for the transmission and/or reception of wireless radio, television, and other telecommunication signals including, but not limited to, commercial wireless communication systems such as cellular and paging systems, except those facilities defined in this chapter as exempt facilities. (Ord. 550 § 1, 2016)

9.170.50 Exemption.

The following uses are exempt from this chapter but may be regulated by other sections of the municipal code:

- A. Portable hand-held devices and vehicular transmission;
- B. Industrial, scientific and medical equipment operating at frequencies designated for that purpose by the FCC;

- C. Government-owned communication facilities used primarily to protect health, safety and welfare;
- D. Facilities operated by providers of emergency medical services, including hospital, ambulance and medical air transportation services, for use in the provision of those services;
- E. A source of nonionizing electromagnetic radiation with an effective radiated power of seven watts or less;
- F. A sole-source emitter with an average output of one kilowatt or less if used for amateur purposes, such as CB radios;
- G. Goods in storage or shipment or on display for sale, provided the goods are not operated except for occasional testing or demonstrations;
- H. Amateur or “ham” radio equipment;
- I. Satellite receiving dishes regulated by Sections 9.60.080 and 9.100.070; and
- J. Any facility specifically exempted under federal or state law.

9.170.60 Approval standards.

- A. Except as specifically otherwise noted, general approval standards for all telecommunication facilities include:
 - 1. Compliance with all federal and state statutes, including, but not limited to, FCC licensing, NIER levels, and FAA requirements;
 - 2. Addition of the planned equipment to an existing or approved tower shall not result in NIER levels in excess of those permitted by the FCC;
 - 3. Antennas, equipment, and all ancillary components shall be stealth to the maximum extent feasible.
- B. Telecommunication Tower Provisions.
 - 1. All towers shall incorporate stealth/camouflaged design(s) to the maximum extent feasible, to avoid adverse visual impacts to the surrounding properties and the community as a whole.
 - 2. The base of the tower shall comply with the setback standards in the underlying zoning district, except where additional setbacks under subsection (B)(7) apply.
 - 3. Towers shall not be located within primary image corridors as designated in the general plan.
 - 4. If a telecommunication tower is located adjacent to any of the city’s designated image corridors, as identified in the city’s general plan, the tower’s height shall conform to the height limitations as identified in the city’s general plan.
 - 5. All new towers shall be designed at the minimum height functionally required. No new telecommunication tower shall exceed one hundred feet in height.
 - 6. The proposed tower shall be designed structurally to accommodate the maximum number of foreseeable users, including all potential co-location scenarios.

7. All accessory structures associated with a tower shall comply with the setback standards in the underlying zoning district.
8. Any guy-wire anchors shall be set back twenty-five feet from any property lines.
9. Towers shall not be artificially lighted unless required by the FAA or state aeronautics division.
10. Existing on-site vegetation shall be preserved to the maximum extent feasible.

C. Roof-Mounted and Building-Mounted Telecommunication Facilities.

1. All building-mounted facilities shall comply with Section 9.100.050 of this code.
2. Equipment shall not be visible to surrounding properties.
3. All equipment shall blend or architecturally match the existing design of the building. Elements used to screen roof-mounted or building-mounted equipment shall not appear as “add-on” elements to the existing building.

CI. Small Cell Facilities

4.1. All small cell facilities shall be required to meet the following standards:

- Painted or treated to match the pole and/or structure on which it is to be located.
- All wiring shall be enclosed within the antenna, pole and/or structure so that it is not visible from the right-of-way or neighboring parcels.
- All antennas shall not exceed 12 inches in diameter and 36 inches in height.
- All ground-mounted equipment shall be fully screened in equipment cabinets integrated within the base of the pole or in a permanent cabinet located within the landscaped parkway.
- All small cell facilities shall incorporate stealth/camouflaged design(s) to the maximum extent feasible, and as allowed by pertinent law, to avoid adverse visual impacts to the surrounding properties and the community as a whole.

2. Small cell facilities shall only be mounted on the top of, or within the top 5 feet of an existing power pole, street light or traffic signal pole or other structure. New poles purpose-built for a small cell facility are not permitted.

3. Appurtenant The associated equipment (as that term is used in the definition of small cell facilities) shall be located within the base of the pole on which the small cell is located, only if such equipment does not impede the path of travel or reduce a sidewalk to a width narrower than that required by the Americans with Disabilities Act (ADA) and/or Building Code in effect at the time. If appurtenant equipment is to be located in a ground-mounted cabinet, it shall be placed on a permanent foundation in the landscaped parkway of the public right of way, and shall be screened by landscaping to the satisfaction of the Director.

4. Small cell facility applicants must be in possession of an approved, fully executed lease with the City of La Quinta prior to filing an application in conformance to Section 9.170.70.

5. Small cell facilities are not subject to Section 9.170.60(A)(E).

D.E. Other Facilities. Other facilities are described as those telecommunication facilities that do not fit the descriptions above. These facilities may include, but are not limited to, rock

features and other wireless telecommunication facility designs. All telecommunication facilities shall be stealth to the maximum extent feasible.

9.170.70 Application.

All new telecommunication facilities shall require a conditional use permit. Modifications and/or additions to approved existing telecommunication facilities shall require a minor use permit for director approval. All modifications and/or additions shall be reviewed on a case-by-case basis. Upon review of an application for modification and/or additions to an existing facility, the director may schedule the proposal for a hearing with the planning commission. In all cases, unless otherwise waived by the director, an application for approval of a wireless telecommunication facility shall include, at a minimum:

- A. A site plan or plans drawn to scale and identifying the site boundaries; tower(s); guy wires; existing and proposed facilities; vehicular parking and access; existing vegetation to be added, retained, removed or replaced; and uses, structures and land use and zoning designations on the site and abutting parcels.
- B. A plan drawn to scale showing proposed landscaping, including species type, size, spacing and other features.
- C. Photo simulations showing the proposed wireless telecommunication facility and surrounding features. Photo simulations shall include at least three different angles of the proposed facility at different distances from the location, including before and after visualizations.
- D. RF maps showing all existing wireless telecommunication facilities within a ten-mile radius of the proposed facility. The RF maps shall show existing coverage without the proposed site, predicted coverage with the proposed site and existing sites, and the predicted coverage of only the proposed site. RF maps shall show the predicted coverage for indoor, in vehicle, and outside service.
- E. The applicant shall provide a project information and justification letter. The letter shall provide the project location, contact information, a project description and project objectives, alternative site analysis and justification for why the proposed site was chosen over existing sites. The letter shall include justification for the selected site and a benefits summary on how the proposed site will improve wireless telecommunication access in the community.
- F. A structural report from a California registered structural engineer. The report shall provide the following information:
 - 1. Describe the tower and the technical, economic and other reasons for the tower design;
 - 2. Demonstrate that the tower complies with the applicable structural standards;
 - 3. Describe the capacity of the tower, including the number and type of antennas that it can accommodate and the basis for the calculation of capacity;
 - 4. Show that the tower complies with the capacity requested under Section 9.170.060; and
 - 5. Demonstrate that the proposed sources of NIER are in compliance with FCC guidelines.
- G. The applicant shall request the FAA, FCC, and state aeronautics division to provide a written statement that the proposed tower complies with applicable regulations administered

by that agency or that the tower is exempt from those regulations. If each applicable agency does not provide a requested statement after the applicant makes a timely, good-faith effort to obtain it, the application will be accepted for processing. The applicant shall send any subsequently received agency statements to the director.

H. Evidence that the tower complies with Section 9.170.060(A) and a letter of intent to lease excess space on the tower and excess land on the tower site except to the extent reduced capacity is required under Section 9.170.060.

I. The applicant shall provide a draft copy of the lease agreement between the tower operator and the property owner to the planning division. Financial information may be blocked out.

J. A letter of intent, committing the tower owner and his or her successor in interest to:

1. Respond in a timely, comprehensive manner to any request, required under Section 9.170.060, for information from a potential shared-use applicant, the tower owner may charge a party requesting information under this section to pay a reasonable fee not in excess of the actual cost of preparing a response.

2. Negotiate in good-faith or shared use by third parties; an owner generally will negotiate in the order in which requests for information are received, except an owner generally will negotiate with a party who has received an FCC license or permit before doing so with other parties.

3. Allow shared use if an applicant agrees in writing to pay charges and to comply with conditions described in this section.

9.170.80 Operations and maintenance.

A. All new telecommunication towers shall be designed within the applicable American National Standards Institutes (ANSI) standards.

B. No wireless telecommunication facility or combination of facilities shall produce, at any time, power densities that exceed current FCC adopted standards for human exposure to RF (Radio Frequency Radiation Exposure Standards) fields. Failure to comply with FCC Standards will result in the immediate cessation of operation of the wireless telecommunication facility.

C. Each telecommunication facility will be subject to a ten-year review by the planning commission. The review will determine whether or not the originally approved telecommunication facility and accessory equipment are still in compliance with the conditions of approval, and that all radio frequencies are in compliance with FCC OET Bulletin 65. This report shall be prepared by a qualified licensed engineer.

D. All wireless telecommunication facilities shall be installed and maintained in compliance with the requirements of the Uniform Building Code, National Electrical Code, the city's noise ordinance, and other applicable codes, as well as other restrictions specified in the permit and this section. The facility operator and the property owner shall be responsible for maintaining the facility in good condition, which shall include, but not be limited to, regular cleaning, painting, and general upkeep and maintenance of the site.

E. All wireless telecommunication facilities and related support equipment shall be designed to prevent unauthorized persons from accessing and/or climbing upon any wireless telecommunication facility or appurtenance thereto. Fences, walls, and other landscape

materials shall be installed to prevent unauthorized persons from accessing and/or climbing a wireless telecommunication facility.

F. All wireless telecommunication facility operators are required to notify the city of La Quinta's planning division within sixty days of any change of ownership of the facility.

9.170.90 Required findings of approval.

The following findings shall be made by the planning commission and/or director prior to approval of any wireless telecommunication facility:

- A. Consistency with General Plan. The wireless telecommunication facility is consistent with the goals, objectives and policies of the general plan;
- B. Public Welfare. Approval of the wireless telecommunication facility will not create conditions materially detrimental to the public health, safety and general welfare;
- C. The proposed wireless telecommunication facility minimizes adverse visual impacts through careful design and site placement;
- D. The proposed wireless telecommunication facility is designed at the minimal height to achieve the service provides objectives for coverage within this portion of the community;
- E. The proposed wireless telecommunication facility is necessary, as shown in the applicant's justification letter, to improve community access to wireless service.

[Click here to return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING

DEPARTMENT REPORT

TO: Madam Mayor and Members of the City Council

FROM: Frank J. Spevacek, City Manager

DATE: December 4, 2018

SUBJECT: SILVERROCK RESIDENT TEE TIMES

In April 2017, Council approved covenants wherein one-third of the SilverRock golf tee times would be reserved for residents and these resident tee times could be secured seven days in advance. This approach was recommended to ensure that residents could access preferred tee times during peak demand periods generated by golf patrons staying at the Montage and Pendry hotels. Staff did not recommend instituting this practice before these hotels opened because residents could secure prime tee times during the high season and operating revenues would be impacted.

At the September 18, 2018 Council meeting, Mark Johnson spoke during Public Comment and requested that the City immediately institute the aforementioned preferred resident tee times. On September 29, 2018 Mr. Chris Brannigan transmitted an email to Council, Landmark, Robert Green and staff in support of Mr. Johnson's request; I responded by stating that Jon McMillen would be working with Landmark and staff to identify the fiscal impact of implementing this request before the hotels opened and would schedule this matter for Council consideration. Unfortunately, the demands associated with amending agreements and closing the SilverRock financing, and Washington Street Apartment tenant matters, delayed this analysis. On October 20, 2018 Mr. Johnson submitted an email again requesting immediate implementation of the preferred resident tee times.

Mr. McMillen is working with Landmark to analyze data from the 2018 peak season to identify impacts implementing this request would have on golf operations income. This analysis will be complete and scheduled for Council consideration at the December 18, 2018 Council meeting.

[Click here to return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING

DEPARTMENT REPORT

TO: Madam Mayor and Members of the City Council

FROM: Marcie Graham, Management Coordinator

DATE: December 4, 2018

SUBJECT: LA QUINTA ARTS FOUNDATION MARKETING CO-OP REQUEST

The City of La Quinta is in discussions with the La Quinta Arts Foundation (LQAF) on a marketing co-op to promote their 2019 La Quinta Arts Festival.

The City has offered \$34,000 in the following marketing opportunities to LQAF:

- Digital campaign in San Diego and Orange County – Digital campaign would include display programmatic ads, display prospecting ads based on LQAF’s demographic, Facebook Prospecting ads, and Instagram Remarketing ads from December 2018 through March 10, 2019. **Value: \$10,000**
- Social Media campaign: social media posts promoting the event and driving traffic to ticket sales on Facebook, Instagram and Twitter. Campaign would run from December 2018 through March 10, 2019 **Value: \$7,000**
- Theater ad at Century XD La Quinta – December 2018 through March 10, 2019 with full exclusivity on all screens. **Value: \$5,000**
- Los Angeles Magazine –1/2 page ad in February 2019 **Value: \$12,000**

Staff will be meeting with LQAF to finalize details and begin the campaign by December.

[Click here to return to Agenda](#)

HAND OUTS

CITY COUNCIL MEETING

DECEMBER 4, 2018



A Balanced Energy Approach that Can Work for Everyone

Making California's future **renewable**

Meeting Name | Date

Electrification sounds like a simple solution, but the challenges are big and complex

Governing Law – SB32

By 2030, reduce
GHG emissions

40%

below 1990 levels

Storage
Reliability
Cost

CLIMATE CHANGE IS
PERSONAL!!!

OUR FUTURE

Consumers want choice

<10%

of voters would choose
an all-electric home

2/3

of voters oppose
eliminating natural gas

80%

of voters oppose prohibiting
the use of gas appliances



Source: California Building Industries Association, California Natural Gas
Poll - Consumer Survey of 3000 California Voters (January 2016)

Electrification will further burden people

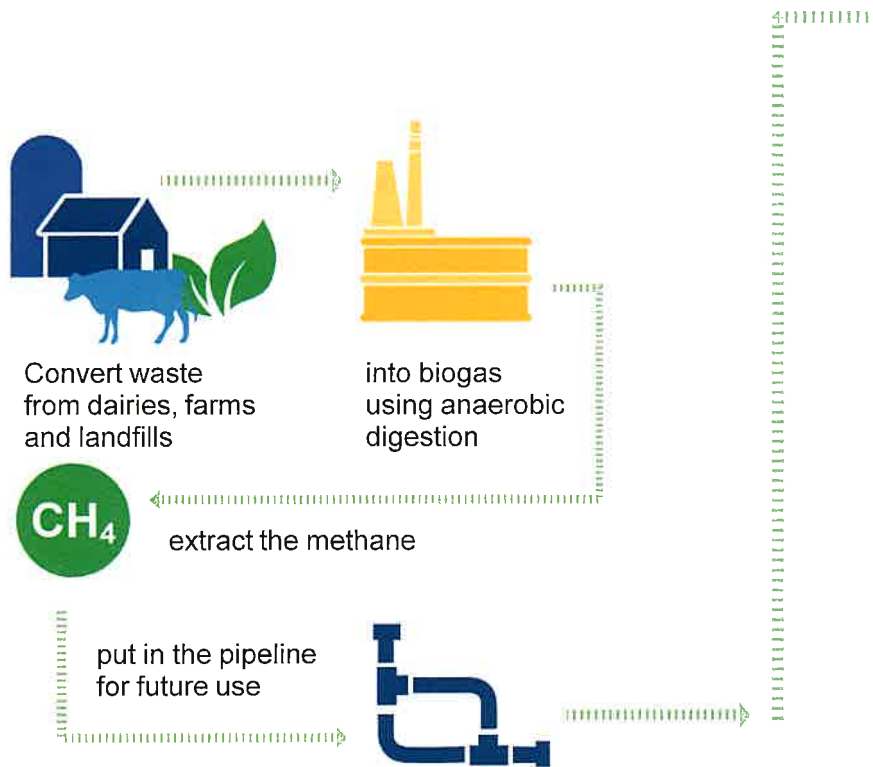
Costing the typical

California family:

\$7,200 to retrofit
your home

\$388/yr more in
energy bills

Renewable Natural Gas will help us reach our goals




↗ Meet the same GHG reductions as the current plan to electrify 30% of homes and buildings with
5% RNG

↗ Achieve the same GHG reductions as overhauling 100% of CA's buildings to all electricity with
16% RNG

↗ Using RNG
3x or more
cost effective than ANY electrification scenario

The point



You shouldn't have to choose between doing what's right for the environment and what your family can afford.

And with a balanced energy approach, you don't have to.

Here's what you can do



Pay attention
to the issue
and learn more



Use SoCalGas
Public Affairs
team as a
resource



Consider the
full and real
implications to
your community
members



Stand up for
local control –
don't let the
state mandate
building codes

POWER POINTS

**CITY COUNCIL
MEETING**

DECEMBER 4, 2018

**City Council Meeting
December 4, 2018**



**City Council Meeting
December 4, 2018
S1 - Small Cell Wireless Facilities**



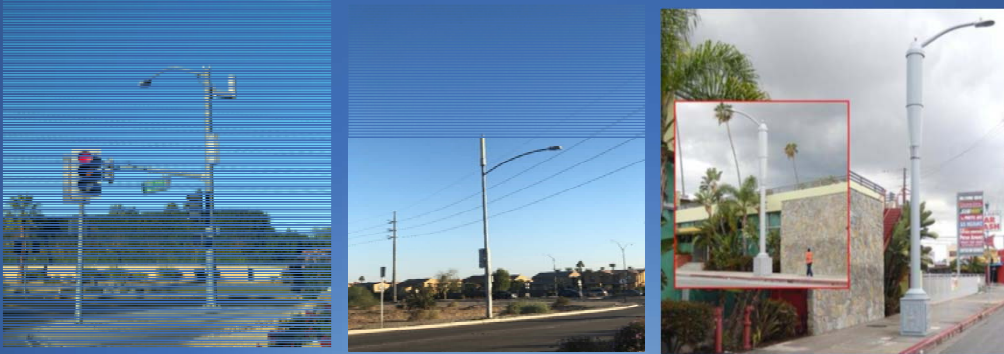
Purpose

- Small Cell technology fills service gaps
- Small Cell equipment is typically mounted on power poles, light or traffic signal poles
- Zoning amendment considerations

Unregulated – Visual Blight



Regulated - Unobtrusive



Proposed Zoning Amendments

- Minimum standards
 - Limit location to top of, or within top 5 feet of an existing light pole or traffic signal
 - Limit size to 12 inches in diameter and 36 inches in height
 - Require equipment to be screened

