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CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, DECEMBER 3, 2019
3:00 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION

CALL TO ORDER

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

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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

CONFIRMATION OF AGENDA

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO PARAGRAPH (1) OF 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. BOZEK, RIVERSIDE COUNTY SUPERIOR COURT CASE NO. INM1802766
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (d) OF GOVERNMENT CODE SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (d) OF GOVERNMENT CODE SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)

RECESS TO CLOSED SESSION

RECONVENE AT 4:00 P.M.

REPORT ON ACTIONS(S) TAKEN IN CLOSED SESSION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

1. SILVERROCK RESORT UPDATE BY PROJECT MANAGER JOHN GAMLIN WITH SILVERROCK DEVELOPMENT COMPANY
2. LA QUINTA ART CELEBRATION EVENT UPDATE BY PAUL ANDERSON

CONSENT CALENDAR

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

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STUDY SESSION – None

CITY HALL ANNUAL OPEN HOUSE

5:00 P.M.

RECESS MEETING TO CITY HALL'S ANNUAL OPEN HOUSE MEET AND GREET

6:00 P.M.

MAYOR EVANS RECONVENES THE CITY COUNCIL MEETING

PUBLIC HEARINGS – After 6:00 p.m.

For all Public Hearings on the agenda, a completed "Request to Speak" form must be filed with the City Clerk prior to consideration of that item.

A person may submit written comments to City Council before a public hearing or appear in support or opposition to the approval of a project(s). If you challenge a project(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing or in written correspondence delivered to the City at, or prior to the public hearing.

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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. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
13. SILVERROCK EVENT SITE AD HOC COMMITTEE (Fitzpatrick)
14. CANNABIS AD HOC COMMITTEE (Peña and Sanchez)
15. CVAG PUBLIC SAFETY COMMITTEE (Peña)
16. EAST VALLEY COALITION (Peña)

17. CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE (Peña)
18. LEAGUE OF CALIFORNIA CITIES – PUBLIC SAFETY POLICY COMMITTEE (Peña)
19. CVAG TRANSPORTATION COMMITTEE (Radi)
20. GREATER CV CHAMBER OF COMMERCE INFORMATION EXCHANGE COMMITTEE (Radi)
21. SUNLINE TRANSIT AGENCY (Radi)
22. CITYWIDE SECURITY CAMERAS AD HOC COMMITTEE (Radi)
23. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Radi and Sanchez)
24. ANIMAL CAMPUS COMMISSION (Sanchez)
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ADJOURNMENT

The next regular meeting of the City Council will be held on December 17, 2019 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 27, 2019.

DATED: November 27, 2019

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.



**SPECIAL JOINT MEETING
OF THE CITY COUNCIL AND
PLANNING COMMISSION
MINUTES
MONDAY, OCTOBER 28, 2019**

CALL TO ORDER – City Council and Planning Commission

A Special Joint Meeting of the La Quinta City Council and Planning Commission was called to order at 6:03 p.m. by Mayor Evans.

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

PRESENT: Commissioners Bettencourt, Currie, McCune, Nieto, Proctor, Quill, Varnier, and Chairperson Caldwell
ABSENT: None

RESIDENTS SIGNED IN: 34
CITY STAFF PRESENT: 13

PLEDGE OF ALLEGIANCE

Mayor Evans led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA – Confirmed

STUDY SESSION

1. DISCUSS THE HIGHWAY 111 CORRIDOR DRAFT PLAN PRESENTED BY CITY CONSULTANT RANGWALA ASSOCIATES

Design and Development Director Castro, Planning Manager Flores, and City Consultant Kaizer Rangwala with Rangwala Associates presented the staff report, which is on file in the Clerk's Office.

General discussion followed regarding the draft plan's (Plan) progress timeline from inception; ability to collaborate with neighboring cities to promote uses that will compliment La Quinta's visioning plan for Highway 111 Corridor

(Corridor), particularly at major intersections along Jefferson Street, and possible challenges; the Corridor's connectivity to CV Link; the importance to initiate Staff discussions with neighboring cities from the very beginning (aka "now"); the City's ability to make street improvements on other jurisdictions' parcels that are immediately adjacent to City parcels, and seek cost reimbursement at a later time; incorporating public art to create experiences; possible landscape and sidewalk improvements to promote connectivity; creating a Cultural Trail on the north side of the Corridor to encourage pedestrian and recreational uses in close proximity of the Corridor; collective and uniform branding campaign to distinguish the City as a unique destination; the need for clear and effective signage and anticipated effects based on potential technological updates; California state regulations on speed limit changes and related requirements for speed surveys; and potential traffic circulation affects from large delivery trucks that services the existing large retailers.

Council comments included:

- Rename "public art" to "public enhancements" to be inclusive of not only art, but also sidewalk treatments and the like; alternatives to requiring private developments to construct public art. [Sections A2.13(a) – (d)];
- "Place-based code" may be appropriate now, but should also allow design flexibility because it may not be relevant 20 years from now [Section A1.5(b)];
- The creation of a "Cultural Trail" may be more appropriate in the Cove as it is the birth place for art in La Quinta [Section A2.3(c)];
- Importance to have a strategic and well-designed implementation plan that can address the existing Specific Plans, and allow a move towards space-oriented design guidelines;
- Support for the use green spaces along the Corridor and its connectivity to CV Link;
- Support for creating a "sense of place" to enhance the dining experience offered along the Corridor;
- Importance to foster strong partnerships with the Corridor's business owners to help activate the vision;
- Commended the Consultant, Staff, and the community for their time and participation in preparing the Plan, which clearly identified the critical issues and offered strategies;
- "Unbundled parking for rental and for-sale residential, commercial space, and other uses" may pose unsolvable parking challenges for private owners, and must be carefully evaluated [Section A3.4(d)];
- Parking needs must be discussed between land owners and tenants to ensure business needs are met; ability to lease "unbundled parking" temporarily instead of permanently to avoid long-term adverse affects;

- Younger demographics trends suggest a preference for ride-share and uber-type alternatives to driving, and more affordable mixed-use urban-style walkable living;
- The Plan's implementation will take a lot of time, and substantial amount of economic resources that will primarily come from the business owners, and they must be allowed to manage their properties based on their individual business needs;
- The Plan will affect the upcoming generation;
- The City can take the lead with the property it owns by communicating the Corridor vision to developers who express interests in developing the land;
- Importance to promote the Corridor's brand, and establish it as a desired destination point;
- Importance of practical and informative signage, for example, "*Home Depot – 7 minute walk;*" and
- Support for linking the Corridor to a Cultural Trail to provide enhanced experiences for multi-aged patrons – kids, active adults, families, etc.;
- Importance to incorporate a strong art and music element into the Corridor and Cultural Trail, to create a desired sense of place.

Planning Commission comments included:

- Commended the Consultant and Staff on the quick turn-around in producing the Plan from being just a concept a year and a half ago;
- Support for use of green spaces to break up the unshaded, large parking lots and create a pedestrian connectivity between the business centers along the Corridor;
- Multi-use streets for pedestrians, alternative transportation, and vehicles might be better suited on the north side of the Corridor, instead of trying to incorporate them along the Corridor;
- Use the City-owned lots to set the Plan in motion and be the catalysts for the Corridor's vision, and set the stage for others to follow;
- How would businesses along the Corridor be affected if parking along Highway 111 is not incorporated;
- Connecting CV Link to the Corridor and possible short transit loops to facilitate mobility along the Corridor;
- Support for creating a Cultural Trail to provide destination places such as parks, art, and open spaces to compliment the retail and dining experiences the Corridor offers;
- Concerns about allowing parallel parking along the Corridor;
- Place greater emphasis on the Santa Rosa Mountains which are integral to La Quinta;
- Improve the City's entrance on the Corridor;
- Importance to maintain the Corridor as a major thoroughfare through the City;

- Efforts should be concentrated on the north side of the Corridor due to the availability of real estate which provides a more realistic avenue for implementation;
- Branding of the Corridor to create an image of destination should be initiated as soon as possible;
- Proposed the "Corridor" as one alternative for a brand name;
- Support for "place-based codes" that promote urban design and facilitate a pedestrian oriented environment by utilizing ground-floor retail, and active and vibrant streetscapes;
- Explore the practical implications of a "place-based code" to business owners;
- Importance of effective and tastefully designed signage;
- Importance to have well designed separation of places to ensure pedestrians' safety;
- Explore implementing improvements to create "destination shopping" concept that provides opportunities for experiences while patrons are shopping;
- Explore launching an internal circular transportation loop along the Corridor to facilitate pedestrian movement;
- Potential challenges with repurposing the parking real estate along the Corridor;
- The Plan effectively identifies the catalytic points, the vision, and the practical items that can be accomplished tomorrow; and
- Support for open space network and the multi-model path incorporating active transportation.

Mayor Evans said the Desert Healthcare District will review and consider its fiscal stability and obligations, including its funding commitment for CV Link, considering its recent expansion and resource expenses due to recent fires, on October 20, 2019.

The following PUBLIC SPEAKERS provided comments on the Corridor Plan:

- Steve Weiss
- Steve Cherry
- Dale Tyerman
- Doriel Wyler
- Joshua Banner
- Elisa Guerrero
- Richard (Dick) Mills
- Karen Vielhaben
- Brandon Marley
- Yolanda Mills

Public comments included:

- Support to increase connectivity between business centers along the Corridor and create a destination experience;
- Improve comprehensively the signage along the Corridor;
- Strategic implementation of the Plan is critical to ensure the City attracts new business that will help implement this vision, but also stimulate the growth and activity of existing business;
- Support for the build-out of CV Link and its connectivity to the Corridor;
- Highway 111 was designed for expediency and how will this redesign impact traffic flow;
- Support for designated pedestrian and alternative transportation paths to ensure safety;
- Private vehicles provide a level of convenience for the shoppers who don't have to carry purchases;
- Today's youth is attracted to urban-style walkable living;
- Support for creating a "sense of place" for the Corridor and for the La Quinta community;
- Importance to attract experiential businesses that offer engaging social opportunities for shoppers; and
- General support for roundabouts.

MAYOR'S AND COUNCIL MEMBERS' ITEMS – None

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Radi/Fitzpatrick to adjourn at 8:40 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

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**CITY COUNCIL
MINUTES
TUESDAY, NOVEMBER 19, 2019**

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

Councilmember Peña said he will recuse himself from discussion and vote on Consent Calendar Item No. 11 due to a potential conflict of interest stemming from the proximity of real property to this project; and requested that the item be pulled for a separate vote.

Councilmember Radi said he will recuse himself from discussion and vote on Public Hearing Item No. 1 in an abundance of caution due to a potential perception of conflict of interest stemming from his son attending the La Quinta Boys and Girls Club.

Mayor Evans requested that Consent Calendar Item Nos. 5, 10, and 11 be moved to Business Session Item Nos. 2, 3, and 4, respectively.

Councilmember Sanchez requested that Staff provide comments on Consent Calendar Item No. 9 to explain what the information contained in the report.

Council concurred.

CLOSED SESSION

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY LOCATED ON HIGHWAY 111 EAST OF DUNE PALMS ROAD (APN 600-020-053)
CITY NEGOTIATOR: JON MCMILLEN, CITY MANAGER
PROPERTY OWNER: CITY OF LA QUINTA**

UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT AND/OR DISPOSITION OF THE PROPERTY IDENTIFIED

- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (d) OF GOVERNMENT CODE SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)**

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 4:04 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

Assistant City Attorney Van Ligten reported no actions were taken in Closed Session that require reporting pursuant to Government Code section 54957.1 (Brown Act).

PLEDGE OF ALLEGIANCE

Councilmember Radi led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Doug Hassett, La Quinta – said he serves as the President of the Board of Trustees of the Coachella Valley Mosquito and Vector Control District, representing La Quinta; and read into the record the written comments he submitted in response to the “public comment on matters not on the agenda” received by Council on November 5, 2019, by Mr. Brad Anderson, which noted that Mr. Anderson did provide public comments during the November 1, 2019 Coachella Valley Mosquito and Vector Control District Executive Committee Meeting, and provided for the record a copy of the meeting minutes reflecting Mr. Anderson’s comment.

Council commended Mr. Hassett for his dedicated service for La Quinta.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS -

None

CONSENT CALENDAR

- 1. APPROVE MINUTES DATED NOVEMBER 5, 2019**

2. **AUTHORIZE OVERNIGHT TRAVEL FOR TWO COUNCILMEMBERS TO ATTEND LEAGUE OF CALIFORNIA CITIES POLICY COMMITTEE MEETINGS IN SACRAMENTO, ANAHEIM AND SAN FRANCISCO, CALIFORNIA, DURING 2020**
3. **ADOPT ORDINANCE NO. 581 ON SECOND READING AMENDING TITLE 8 OF THE LA QUINTA MUNICIPAL CODE AND ADOPTING THE 2019 CALIFORNIA BUILDING STANDARDS CODE WITH LOCAL AMENDMENTS**
4. **ACCEPT THE LA QUINTA LANDSCAPE RENOVATION IMPROVEMENTS PROJECT LOCATED AT THE LA QUINTA HIGHLANDS, ON THE SOUTH SIDE OF FRED WARING DRIVE AND WEST SIDE OF ADAMS STREET (PROJECT NO. 2016-03D)**
5. *Moved to Business Session Item No. 2 by Mayor Evans >>>* **AWARD CONTRACT FOR CONSTRUCTION OF THE COVE PUBLIC RESTROOM AND TRAILHEAD PROJECT LOCATED ON THE SOUTH SIDE OF CALLE TECATE ADJACENT TO COVE PARKING LOT (PROJECT NO. 2018-01) AND CALLE TECATE PARKING LOT IMPROVEMENTS BETWEEN AVENIDA MADERO AND AVENIDA JUAREZ (PROJECT NO. 2019-13)**
6. **ADOPT RESOLUTION TO APPROVE TIME EXTENSION TO COMPLETE OFF-SITE AND ON-SITE IMPROVEMENTS FOR PIAZZA SERENA RESIDENTIAL DEVELOPMENT (TRACT MAP 30092) LOCATED AT THE NORTHWEST CORNER OF MONROE STREET AND AVENUE 58 [RESOLUTION NO. 2019-046]**
7. **ADOPT RESOLUTION TO APPROVE FINAL PARCEL MAP 37752 LOCATED ON THE NORTHWEST CORNER OF ADAMS STREET AND MILES AVENUE [RESOLUTION NO. 2019-047]**
8. **APPROVE DEMAND REGISTERS DATED OCTOBER 25 AND NOVEMBER 1 AND 8, 2019**
9. **RECEIVE AND FILE FIRST QUARTER 2019/20 TREASURY REPORTS FOR JULY, AUGUST, AND SEPTEMBER 2019**
10. *Moved to Business Session Item No. 3 by Mayor Evans >>>* **RECEIVE AND FILE FISCAL YEAR 2018/19 MEASURE G SALES TAX COMPLIANCE REPORT**
11. *Moved to Business Session Item No. 4 by Mayor Evans >>>* **APPROPRIATE \$153,036 FROM PARK EQUIPMENT AND FACILITY**

FUND AND AWARD A CONTRACT TO WATERLINE TECHNOLOGIES, INC FOR THE FRITZ BURNS POOL HEATER PROJECT LOCATED AT THE CORNER OF AVENUE 52 AND AVENIDA BERMUDAS (PROJECT NO. 2019-18)

CONSENT CALENDAR ITEM NO. 9

Finance Director Romero said the Treasury Reports are submitted to Council for review quarterly, and are also reviewed by the Financial Advisory Commission; overall the portfolio comprehensively demonstrates all of the City's investments, including the trust fund; this is the first quarter the portfolio reports the newly created PARS Pension Trust; overall the portfolio shows the type, diversity, and liquidity of the City's investments; it provides a list of the allocation options available to the City; it is audited annually by the City's external independent auditors; and the City's investments are reported in the City's annual financial statements to show compliance with the state regulations the City must adhere to.

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to approve Consent Calendar Item Nos. 1 – 4 and 6 - 9, with Item No. 3 adopting Ordinance No. 581, and Item Nos. 6 and 7 adopting Resolutions No. 2019-046 and 2019-047 respectively. Motion passed unanimously.

BUSINESS SESSION

1. APPROVE THE FORMATION AND SCOPE OF A SHORT-TERM VACATION RENTAL (STVR) AD-HOC COMMITTEE

Mayor Evans said written comments regarding the STVR program by Scott Proctor and Maria Puente, which were incorporated into the records and made available to the public.

Design & Development Director Castro and Community Resources Director Escobedo presented the staff report, which is on file in the Clerk's Office.

Council discussed the City has strategically and successfully used ad-hoc committees in the past on several vital community matters (examples include Measure G and the Development Code Tune-up); the committee size should remain fluid at this time and can be determined during the applicants' interview and appointment process, to allow Council to take into account the number of interested citizens; the committee should be comprised of community volunteers who are both in support and opposition of the program, and bring diverse points of view, skills, and expertise, such as STVR owners, management companies, business owners, real estate agents, homeowner associations board members, no more than two members from residents who currently serve on City

commissions, etc.; members do not need to reside in La Quinta, but must have some direct connection with La Quinta's STVR program; the committee is advisory and will provide recommendations of best practices and potential program enhancements; Staff will prepare agenda packets and conduct the committee's meetings publicly; residents have been highly engaged with the program, have participated in community workshops, and continue to provide constructive comments during public meetings and in writing; Staff should reach out to engaged residents and inform them of this opportunity to get involved; maintaining the residents quality of life is a primary priority; Staff from the Hub and Code Compliance Divisions will jointly facilitate this effort, and will reach out to other departments depending on the subject matter, as the committee's scope of purview includes the entire process from automating the licensing and transient occupancy tax (TOT) payment process to make it available online, to marketing, inspections, and compliance; anticipated timeline is one year, with some preliminary program enhancement recommendations presented to Council for consideration in June 2019; the committee's objective will be determined by the members based the items they bring up to be addressed; Staff should conduct a survey early on to gage how the licensing and TOT payment online automations are performing, which are slated to launch in January 2020; the City is indemnified by STVR operators through the licensing process; the committee's scope as listed in the staff report will include STVR historical information, outreach and marketing of the program, compliance and enforcement tools, streamlining the STVR license application process, potential program enhancements and new requirements, and can be expanded based on members' feedback if needed; matters should be brought to Council consideration as they come up; the committee's chair should provide quarterly progress updates to Council; one of the major topics is ensuring, enforcing, and informing residents of the compliance process of the program.

PUBLIC SPEAKER: David Dinnel, La Quinta – said he is interested in serving on the STVR Ad-hoc Committee; he provides renters with the City's regulations from the beginning; and the process of obtaining ratings on websites that advertise STVR properties for rent.

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to approve the formation and scope of an Ad-hoc Committee to evaluate the City's Short-Term Vacation Rental Program for a period of one year; and appoint members to serve on the Committee. Motion passed unanimously.

2. *Moved from Consent Calendar Item No. 5 by Mayor Evans >>>* **AWARD CONTRACT FOR CONSTRUCTION OF THE COVE PUBLIC RESTROOM AND TRAILHEAD PROJECT LOCATED ON THE SOUTH SIDE OF CALLE TECATE ADJACENT TO COVE PARKING LOT (PROJECT NO. 2018-01)**

AND CALLE TECATE PARKING LOT IMPROVEMENTS BETWEEN AVENIDA MADERO AND AVENIDA JUAREZ (PROJECT NO. 2019-13)

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

Council discussed the Cove Public Restroom project was identified as No. 1 priority by residents at the City's annual Community Workshop, and the construction of the Calle Tecate Parking Lot was identified as a priority based on residents' safety concerns expressed during public comment regarding the hazards of the existing on-street parking along Calle Tecate for pedestrians, bicycle riders, and vehicular traffic; and the completion timeline of the different components for both projects.

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to award a contract to Three Peaks Corp in the amount of \$306,075 to construct the Cove Public Restroom and Trailhead Project 2018-01 and the Parking Lot Improvements Project 2019-13 on Calle Tecate, between Avenida Madero and Avenida Juarez; and authorize the City Manager to execute the contract. Motion passed unanimously.

3. *Moved from Consent Calendar Item No. 10 by Mayor Evans >>>* RECEIVE AND FILE FISCAL YEAR 2018/19 MEASURE G SALES TAX COMPLIANCE REPORT

Finance Director Romero presented the staff report, which is on file in the Clerk's Office; and thanked the Financial Advisory Commission (FAC) for their efforts and engagement with the oversight of Measure G revenues and allocations.

Council directed Staff to include the Measure G Sales Tax Compliance Report to be discussed with residents during La Quinta's 2020 annual Community Workshop to determine the infrastructure and maintenance projects that are priorities for the community and whether or not Measure G reserves should be appropriated.

Council discussed the vital importance of community engagement and input in identifying future priority projects for the City; the successful parkway, medium, and landscape improvements citywide the City has completed thanks to Measure G revenues; and commended the FAC for their dedicated service.

MOTION – A motion was made and seconded by Councilmembers Radi/Sanchez to receive and file fiscal year 2018/19 Measure G Sales Tax Compliance Report. Motion passed unanimously.

COUNCILMEMBER PEÑA RECUSED HIMSELF FROM DISCUSSION AND VOTE ON BUSINESS SESSION ITEM NO. 4 DUE TO A POTENTIAL CONFLICT OF INTEREST STEMMING FROM THE PROXIMITY OF REAL PROPERTY INTEREST TO THE PROPOSED PROJECT AND LEFT THE DAIS AT 4:57 P.M.

4. *Moved from Consent Calendar Item No. 11 by Mayor Evans >>> pulled by Councilmember Peña for a separate vote >>> **APPROPRIATE \$153,036 FROM PARK EQUIPMENT AND FACILITY FUND AND AWARD A CONTRACT TO WATERLINE TECHNOLOGIES, INC FOR THE FRITZ BURNS POOL HEATER PROJECT LOCATED AT THE CORNER OF AVENUE 52 AND AVENIDA BERMUDAS (PROJECT NO. 2019-18)***

Public Works Director/City Engineer McKinney presented the staff report, which is on file in the Clerk's Office.

Council discussed pool operations related to cold water activities will continue while the heater is being installed; there was a strong community desire for this project; the operational and installation costs associated with this improvement were over optimistic; going forward Public Works Department should take lead to ensure realistic cost estimates; pool programs are well attended when offered; the challenges and delays encountered with this project should be avoided going forward with other projects due to this valuable learning experience; expenditures associated with the pool's expanded year-around operational costs, as well as the pool heater acquisition, installation, and necessary additional infrastructure improvements, including gas line expansion and screening; pros and cons associated with bringing pool operations in-house, particularly the City would be responsible for risk management if it were the pool operator; benefits of outsourcing pool operations to an experience vendor with core competencies in this area.

PUBLIC SPEAKER: David Dinnel, La Quinta – recommended the City acquire pool covers to mitigate pool heating costs.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Radi to 1) appropriate \$153,036 from Park Equipment and Facility Fund balance; 2) award a contract to Waterline Technologies, Inc in the amount of \$183,815 for the Fritz Burns Pool Heater project located at the corner of Avenue 52 and Avenida Bermudas (Project No. 2019-18); and 3) authorize the City Manager to execute the contract. Motion passed – ayes (4); noes (0); absent (1 – Peña).

COUNCILMEMBER PEÑA RETURNED TO THE DAIS AT 5:13 P.M.

STUDY SESSION

1. UPDATE ON THE 2019 IRONMAN 70.3 INDIAN WELLS – LA QUINTA TRIATHLON TO BE HELD ON DECEMBER 8, 2019

Community Resources Director Escobedo, Management Analyst Torres, and Traffic Analyst Gunterson presented the staff report, which is on file in the Clerk's Office.

Council discussed the event's traffic control plan, including careful and strategic selection of the event route based on community feedback received over several workshops held in May 2019, and avoids Washington Street entirely; proactive signage well in advance of the event to create broad community awareness; deployment and strike plan for securing the route effectively and timely, prioritizing participants' safety, and availability of back-up City resources that can be deployed if necessary to assist the third-party vendor Southern California Barricades; and engaging a large number of police officers to partake the day of the event, and producing a police manual with detailed instructions to guide the officers in the events of detours, and other unanticipated emergencies.

PUBLIC SPEAKER: Riverside County Sheriff's Department Captain Reynolds – said the City's volunteers, Citizens on Patrol will not be deployed to service this event; active communication with the police officers scheduled to be deployed has been vital and very effective during the event planning process; measures taken to ensure real-time efficiency of communication between the command post and the troops on the ground the day of the event; the command post location was strategically selected for this year's event; police manuals for each area will be distributed to the personnel covering that area; and detailed briefings will be held prior to deployment to ensure the officers have the information they need to efficiently direct traffic through the identified alternative routes.

Council discussed community volunteers have an opportunity to contribute to the event through the Ironman organization; La Quinta Police Department is embedded in the command post, and La Quinta teams are in charge of managing the Washington Street and Miles Avenue intersection in Indian Wells; the costs associated with the increased number of police officers deployment for the event are covered by Ironman; and planned medical emergency and fire response services are strategically located to allow for quick response times, and additional resources available to the athletes.

PUBLIC SPEAKER: Riverside County Fire Chief Fish – said the Fire Department will use small engine apparatus units that can easily navigate through crowds if

necessary, and will move dynamically with the crowd to ensure resources are readily available where the highest need might be.

Council discussed road condition and landscaping along the event route; community outreach, including attending Vista Santa Rosa and Thermal Community Council meetings.

PUBLIC SPEAKER: Sabrina Houston, Race Director with Ironman – spoke about the extensive community outreach done by Ironman; the recent event route changes were in the Riverside County area limits; and event information materials were updated to include the most current routes; materials were produced in both English and Spanish and will be mailed out this week.

Council discussed the City's community outreach efforts included a community brochure, pole banners, drone video, Nixle text messaging updates, citywide mailers, event open house meetings, community meetings, website postings, outreach to homeowners' associations specifically, and marketing campaign explicitly targeting business owners and operators; Ironman Village activities are available Friday through Sunday, December 6-8, 2019, including Ironkids, at the Indian Wells Tennis Gardens; and Staff's continuing efforts to connect with the communities that have not yet responded to the community outreach efforts.

Council commended Community Liaison and Volunteer Director Alex Napier for her outstanding efforts as a community liaison for the Ironman triathlon.

Council commended Staff for the extensive community outreach efforts and for successfully engaging homeowners' associations; explore the ability to have local news stations promote the event date from now until December 8, 2019; and collaborative promotional efforts of the event with the La Quinta Chamber of Commerce.

MAYOR EVANS CALLED FOR A BRIEF BREAK AT 5:56 P.M.

MAYOR EVANS RECONVENED THE MEETING AT 6:12 P.M. WITH ALL MEMBERS PRESENT

PUBLIC HEARINGS

COUNCILMEMBER RADI RECUSED HIMSELF FROM DISCUSSION AND VOTE ON BUSINESS SESSION ITEM NO. 4 IN AN ABUNDANCE OF CAUTION DUE TO A POTENTIAL PERCEPTION OF CONFLICT OF INTEREST STEMMING FROM HIS SON ATTENDING THE LA QUINTA BOYS AND GIRLS CLUB, AND LEFT THE DAIS AT 6:13 P.M.

1. ADOPT RESOLUTION TO 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 2020/21 [RESOLUTION NO. 2019-048]

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 6:16 P.M.

PUBLIC SPEAKER: None

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 6:16 P.M.

MOTION - A motion was made and seconded by Councilmembers Peña/Fitzpatrick to adopt Resolution No. 2019-048 to authorize the City Manager to submit applications to the Riverside County Economic Development Agency for Community Development Block Grant funds, execute Supplemental Agreements for Fiscal Year 2020/21, and allocate \$21,510 to the Boys and Girls Club of the Coachella Valley Fee Waiver/Reduction Program, and \$121,890 to the City of La Quinta Americans with Disabilities Act Improvements Project:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ADOPTING PROPOSALS, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE SUPPLEMENTAL AGREEMENT FOR FISCAL YEAR 2020/2021

Motion passed: ayes (4); noes (0); absent (1 - Radi).

COUNCILMEMBER RADI RETURNED TO THE DAIS AT 6:17 P.M.

DEPARTMENTAL REPORTS

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

MAYOR'S AND COUNCIL MEMBERS' ITEMS

Council commended Staff on the well-organized Veterans Recognition Ceremony held on November 11, 2019, at the City Hall Courtyard; said it was very well attended and received by the public.

Council discussed the correspondence received from the Imperial Irrigation District (IID) regarding La Quinta's membership on the Energy Consumer Advisory Committee (ECAC); La Quinta's resident member George Christopher resigned his appointment; and noted IID has not provided a response as to why

Mayor Pro Tem Sanchez' nomination was not ratified. Staff said recruitment for ECAC was advertised on November 8, 2019, to date the City has received three applications, and interviews and appointments are scheduled for the December 17, 2019 regular Council meeting.

Councilmember Fitzpatrick said Council presented Certificates of Appreciation to 41 veterans on November 11, 2019 at the Palms Memory Care Facility.

Mayor Pro Tem Sanchez reported on his attendance at the Desert Cancer Foundation Gala event held on November 16, 2019, in Palm Desert.

Mayor Evans reported on her attendance at the Date Harvest Festival, held on November 9, 2019, at the Rancho Las Flores Park in Coachella.

Mayor Evans reported on her attendance at the 23rd annual Peace Officer and Safety Awards Luncheon hosted by the Palm Desert Area Chamber of Commerce on November 7, 2019, honoring the service of police officers, firefighters and emergency personnel from the Coachella Valley.

Mayor Evans said she provided an update on the upcoming Ironman Triathlon event and the ongoing roundabout improvements in the City on NBC Palm Springs news on November 18, 2019.

Mayor Evans said she was joined by City Manager McMillen and Assistant to the City Manager Villalpando in meeting City of Coachella Councilmember Megan Beaman Jacinto, who is also La Quinta's Southern California Association of Governments representative; Ms. Jacinto provided City Staff with an update on her representation.

Mayor Evans requested that Staff send thank you letters to City of Riverside Mayor William R. "Rusty" Bailey, Riverside County Supervisor District 2 Karen Spiegel, who is also the Riverside County Representative on Southern California Association of Governments (SCAG) Regional Council, City of Colton Mayor Frank Navarro, and SCAG Energy and Environmental Committee Member Toni Momberger, who wrote a letter to SCAG Regional Council, and made a compelling argument to reduce the proposed Regional Housing Needs Assessment requirements, at SCAG's General Meeting held on November 7, 2019.

REPORTS AND INFORMATIONAL ITEMS

La Quinta's representative for 2019, Mayor Evans reported on her participation in the following organizations' meeting:

- **CVAG COACHELLA VALLEY CONSERVATION COMMISSION**

- **CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE**

La Quinta's representative for 2019, Councilmember Fitzpatrick reported on her participation in the following organization's meeting:

- **RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)**

La Quinta's representative for 2019, Councilmember Peña reported on his participation in the following organization meeting:

- **CVAG PUBLIC SAFETY COMMITTEE**

La Quinta's representative for 2019, Councilmember Sanchez reported on his participation in the following organizations' meeting:

- **ANIMAL CAMPUS COMMISSION**
- **LEAGUE OF CALIFORNIA CITIES – RIVERSIDE COUNTY DIVISION MEETING**

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Radi/Fitzpatrick to adjourn at 6:44 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

City of La Quinta

CITY COUNCIL MEETING: December 3, 2019

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION TO INCREASE THE MINIMUM WAGE RATE EFFECTIVE JANUARY 1, 2020, AND AMEND THE CITY'S FISCAL YEAR 2019/20 SALARY SCHEDULE

RECOMMENDATION

Adopt a resolution to increase the minimum wage rate effective January 1, 2020 and amend the City's Fiscal Year 2019/20 Salary Schedule.

EXECUTIVE SUMMARY

- The State of California minimum wage rate effective January 1, 2020 will be \$13 per hour.
- The City's 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 2019/20 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, 2020, the minimum wage for employers with 26 employees or more will increase to \$13 per hour from the current \$12. 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 earners 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 2019-043. 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/Risk Manager

Approved by: Chris Escobedo, Community Resources Director

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, INCREASING THE MINIMUM WAGE RATE EFFECTIVE JANUARY 1, 2020, AND AMEND THE CITY'S FISCAL YEAR 2019/20 SALARY SCHEDULE

WHEREAS, the City Council previously approved and adopted the Classification Plan comprised of the Classification Specification schedule and Fiscal Year 2019/20 Salary Schedule; and

WHEREAS, the City's Personnel Policy Section 3.1, 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, 2020 is \$13 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 2019/20 Salary Schedule, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. This Resolution shall become effective upon adoption. The Fiscal Year 2019/20 Salary Schedule shall go into effect immediately.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 3RD day of December 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2019-
Minimum Wage Increase
Adopted: December 3, 2019
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



FULL-TIME EMPLOYEES (ANNUAL)											
WORKING TITLE	DBM	NON-DISCRETIONARY STEPS					DISCRETIONARY STEPS (PERFORMANCE BASED)				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Administrative Assistant	A11	\$ 38,741.77	\$ 40,678.86	\$ 42,615.94	\$ 44,553.03	\$ 46,490.12	\$ 48,067.64	\$ 49,645.16	\$ 51,222.68	\$ 52,800.20	\$ 54,377.72
Maintenance Worker I	A12	\$ 42,624.17	\$ 44,755.38	\$ 46,886.59	\$ 49,017.80	\$ 51,149.00	\$ 52,884.59	\$ 54,620.18	\$ 56,355.77	\$ 58,091.36	\$ 59,826.95
Administrative Technician	B21	\$ 50,400.62	\$ 52,920.65	\$ 55,440.68	\$ 57,960.71	\$ 60,480.74	\$ 62,533.09	\$ 64,585.44	\$ 66,637.79	\$ 68,690.14	\$ 70,742.49
Community Resources Coordinator											
Management Assistant	B22	\$ 54,283.01	\$ 56,997.16	\$ 59,711.31	\$ 62,425.46	\$ 65,139.61	\$ 67,350.03	\$ 69,560.45	\$ 71,770.87	\$ 73,981.29	\$ 76,191.71
Traffic Signal Technician											
Account Technician	B23	\$ 58,165.41	\$ 61,073.69	\$ 63,981.96	\$ 66,890.23	\$ 69,798.50	\$ 72,166.99	\$ 74,535.48	\$ 76,903.97	\$ 79,272.46	\$ 81,640.94
Building Inspector I											
Code Compliance Officer I	B24	\$ 63,517.31	\$ 66,693.18	\$ 69,869.04	\$ 73,044.91	\$ 76,220.77	\$ 78,807.14	\$ 81,393.51	\$ 83,979.88	\$ 86,566.25	\$ 89,152.63
Executive Assistant											
Management Assistant	B25	\$ 70,103.01	\$ 73,608.16	\$ 77,113.31	\$ 80,618.46	\$ 84,123.61	\$ 86,978.27	\$ 89,832.93	\$ 92,687.59	\$ 95,542.25	\$ 98,396.92
Permit Technician											
Building Inspector II	B32	\$ 70,103.01	\$ 73,608.16	\$ 77,113.31	\$ 80,618.46	\$ 84,123.61	\$ 86,978.27	\$ 89,832.93	\$ 92,687.59	\$ 95,542.25	\$ 98,396.92
Code Compliance Officer II											
Construction Inspector	B25	\$ 70,103.01	\$ 73,608.16	\$ 77,113.31	\$ 80,618.46	\$ 84,123.61	\$ 86,978.27	\$ 89,832.93	\$ 92,687.59	\$ 95,542.25	\$ 98,396.92
Maintenance & Operations Technician											
Deputy City Clerk	B25	\$ 70,103.01	\$ 73,608.16	\$ 77,113.31	\$ 80,618.46	\$ 84,123.61	\$ 86,978.27	\$ 89,832.93	\$ 92,687.59	\$ 95,542.25	\$ 98,396.92
Junior Accountant											
Maintenance Foreman	B32	\$ 70,103.01	\$ 73,608.16	\$ 77,113.31	\$ 80,618.46	\$ 84,123.61	\$ 86,978.27	\$ 89,832.93	\$ 92,687.59	\$ 95,542.25	\$ 98,396.92
Management Specialist											
Parks/L&L Foreman	B32	\$ 70,103.01	\$ 73,608.16	\$ 77,113.31	\$ 80,618.46	\$ 84,123.61	\$ 86,978.27	\$ 89,832.93	\$ 92,687.59	\$ 95,542.25	\$ 98,396.92
Plans Examiner											
Accountant	B32	\$ 70,103.01	\$ 73,608.16	\$ 77,113.31	\$ 80,618.46	\$ 84,123.61	\$ 86,978.27	\$ 89,832.93	\$ 92,687.59	\$ 95,542.25	\$ 98,396.92
Management Specialist											
Animal/Code Officer Supervisor	B32	\$ 70,103.01	\$ 73,608.16	\$ 77,113.31	\$ 80,618.46	\$ 84,123.61	\$ 86,978.27	\$ 89,832.93	\$ 92,687.59	\$ 95,542.25	\$ 98,396.92
Maintenance & Operations Superintendent											
Plans Examiner/Inspector Supervisor	B32	\$ 70,103.01	\$ 73,608.16	\$ 77,113.31	\$ 80,618.46	\$ 84,123.61	\$ 86,978.27	\$ 89,832.93	\$ 92,687.59	\$ 95,542.25	\$ 98,396.92

WORKING TITLE	DBM	NON-DISCRETIONARY STEPS					DISCRETIONARY STEPS (PERFORMANCE BASED)									
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	
Assistant Construction Manager	C42	\$ 76,782.29	\$ 79,981.81	\$ 83,181.32	\$ 86,380.84	\$ 89,580.36	\$ 92,776.04	\$ 95,977.86	\$ 98,761.22	\$ 101,544.58	\$ 104,327.94	\$ 107,111.30	\$ 109,894.66	\$ 112,678.02	\$ 115,461.35	
Associate Planner																
Community Resources Analyst	C43	\$ 80,992.91	\$ 84,367.89	\$ 87,742.86	\$ 91,117.84	\$ 94,492.81	\$ 97,863.74	\$ 101,241.14	\$ 104,177.13	\$ 107,113.12	\$ 110,049.11	\$ 112,985.10	\$ 115,921.09	\$ 118,857.08	\$ 121,793.08	
Sr. Emergency Management Coordinator																
Financial Services Analyst	C44	\$ 86,265.68	\$ 89,860.37	\$ 93,455.06	\$ 97,049.76	\$ 100,644.45	\$ 104,234.82	\$ 107,832.10	\$ 110,959.23	\$ 114,086.36	\$ 117,213.49	\$ 120,340.62	\$ 123,467.75	\$ 126,594.88	\$ 129,722.00	
Human Resources Analyst																
Management Analyst	D61	\$ 97,860.71	\$ 101,938.57	\$ 106,016.43	\$ 110,094.28	\$ 114,172.14	\$ 118,245.10	\$ 122,325.89	\$ 125,873.34	\$ 129,420.79	\$ 132,968.24	\$ 136,515.69	\$ 140,063.14	\$ 143,610.59	\$ 147,158.03	
Public Safety Analyst																
Senior Accountant	D62	\$ 102,753.75	\$ 107,035.50	\$ 111,317.25	\$ 115,599.00	\$ 119,880.74	\$ 124,157.36	\$ 128,442.19	\$ 132,167.01	\$ 135,891.83	\$ 139,616.65	\$ 143,341.47	\$ 147,066.29	\$ 150,791.11	\$ 154,515.95	
Traffic Operations Analyst																
Associate Engineer	D63	\$ 107,891.44	\$ 112,387.27	\$ 116,883.11	\$ 121,378.94	\$ 125,874.78	\$ 130,365.22	\$ 134,864.30	\$ 138,775.36	\$ 142,686.42	\$ 146,597.48	\$ 150,508.54	\$ 154,419.60	\$ 158,330.66	\$ 162,241.75	
Construction Manager/Inspection Supervisor																
Senior Planner	E82	\$ 129,959.40	\$ 135,374.81	\$ 140,790.22	\$ 146,205.63	\$ 151,621.04	\$ 157,029.95	\$ 162,449.25	\$ 167,160.27	\$ 171,871.29	\$ 176,582.31	\$ 181,293.33	\$ 186,004.35	\$ 190,715.37	\$ 195,426.42	
Assistant to the City Manager																
Building Official	F101*	\$ 176,822.32	\$ 184,190.51	\$ 191,558.69	\$ 198,926.88	\$ 206,295.06	\$ 213,654.41	\$ 221,027.90	\$ 227,437.70	\$ 233,847.50	\$ 240,257.30	\$ 246,667.10	\$ 253,076.90	\$ 259,486.70	\$ 265,896.53	
Community Resources Manager																
Hub Manager	F101*	\$ 176,822.32	\$ 184,190.51	\$ 191,558.69	\$ 198,926.88	\$ 206,295.06	\$ 213,654.41	\$ 221,027.90	\$ 227,437.70	\$ 233,847.50	\$ 240,257.30	\$ 246,667.10	\$ 253,076.90	\$ 259,486.70	\$ 265,896.53	
Human Resources Manager																
Marketing Manager	F101*	\$ 176,822.32	\$ 184,190.51	\$ 191,558.69	\$ 198,926.88	\$ 206,295.06	\$ 213,654.41	\$ 221,027.90	\$ 227,437.70	\$ 233,847.50	\$ 240,257.30	\$ 246,667.10	\$ 253,076.90	\$ 259,486.70	\$ 265,896.53	
Planning Manager																
Public Safety Manager	F101*	\$ 176,822.32	\$ 184,190.51	\$ 191,558.69	\$ 198,926.88	\$ 206,295.06	\$ 213,654.41	\$ 221,027.90	\$ 227,437.70	\$ 233,847.50	\$ 240,257.30	\$ 246,667.10	\$ 253,076.90	\$ 259,486.70	\$ 265,896.53	
City Clerk																
Facilities Deputy Director	F101*	\$ 176,822.32	\$ 184,190.51	\$ 191,558.69	\$ 198,926.88	\$ 206,295.06	\$ 213,654.41	\$ 221,027.90	\$ 227,437.70	\$ 233,847.50	\$ 240,257.30	\$ 246,667.10	\$ 253,076.90	\$ 259,486.70	\$ 265,896.53	
Community Resources Director																
Design & Development Director	F101*	\$ 176,822.32	\$ 184,190.51	\$ 191,558.69	\$ 198,926.88	\$ 206,295.06	\$ 213,654.41	\$ 221,027.90	\$ 227,437.70	\$ 233,847.50	\$ 240,257.30	\$ 246,667.10	\$ 253,076.90	\$ 259,486.70	\$ 265,896.53	
Finance Director/City Treasurer																
Public Works Director/City Engineer	F101*	\$ 176,822.32	\$ 184,190.51	\$ 191,558.69	\$ 198,926.88	\$ 206,295.06	\$ 213,654.41	\$ 221,027.90	\$ 227,437.70	\$ 233,847.50	\$ 240,257.30	\$ 246,667.10	\$ 253,076.90	\$ 259,486.70	\$ 265,896.53	
City Manager																

PART-TIME EMPLOYEES (HOURLY)						
Recreation Leader	A0±	\$12.04	\$12.64	\$13.24	\$13.84	\$14.44
Recreation Leader	A01	\$13.00	\$13.65	\$14.30	\$14.95	\$15.60
Senior Recreation Leader	A02	\$16.05	\$16.85	\$17.65	\$18.46	\$19.26
Senior Recreation Leader	A02	\$17.00	\$17.85	\$18.70	\$19.55	\$20.40
Administrative Technician	B21	\$24.23	\$25.44	\$26.65	\$27.87	\$29.08
Software Program Report Writer	B24	\$30.54	\$32.06	\$33.59	\$35.12	\$36.64

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

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

EXHIBIT A

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: December 3, 2019

STAFF REPORT

AGENDA TITLE: AUTHORIZE OVERNIGHT TRAVEL FOR HUMAN RESOURCES MANAGER AND COMMUNITY RESOURCES ADMINISTRATIVE TECHNICIAN TO ATTEND THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY 2020 RISK MANAGEMENT ACADEMY IN HUNTINGTON BEACH, CALIFORNIA, JANUARY 21-23, 2020

RECOMMENDATION

Authorize overnight travel for the Human Resources Manager and the Community Resources Administrative Technician to attend the California Joint Powers Insurance Authority 2020 Risk Management Academy in Huntington Beach, California, January 21-23, 2020.

EXECUTIVE SUMMARY

- The California Joint Powers Insurance Authority (CJPIA) offers a premier academy for individuals having primary day-to-day risk management responsibilities.
- The 2020 Risk Management Academy (Academy) is a 3-day intensive training that would provide essential building blocks to further develop the City's proactive risk management process.

FISCAL IMPACT

Estimated expenses are \$400, which includes travel and dinners. Registration, lodging, parking and meals would be paid by CJPIA. Funds are available in the Insurance Fund, Travel and Training budget (Account No. 504-1010-60320).

BACKGROUND/ANALYSIS

This Academy will provide a learning environment through training sessions and exercises. Attendees will learn critical skills necessary to manage risk and influence their organizations to support a strong safety culture. Only 25 participants were selected through a very competitive application process.

ALTERNATIVES

Council may elect not to authorize this request.

Prepared by: Lisa Chaudhry, Administrative Technician

Approved by: Chris Escobedo, Community Resources Director

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City of La Quinta

CITY COUNCIL MEETING: December 3, 2019

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTER DATED NOVEMBER 15, 2019

RECOMMENDATION

Approve demand register dated November 15, 2019.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	701,186.44
Successor Agency of RDA	\$	-
Housing Authority	\$	5,670.73
	\$	<u>706,857.17</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand register for November 15, 2019.

Warrants Issued:

200030-200081	\$	328,041.91
124510-124514	\$	520.29
Wire Transfers	\$	163,809.52
Payroll Tax Transfers	\$	-
Payroll Direct Dep & Chk 37457	\$	214,485.45
	\$	<u>706,857.17</u>

The most significant expenditures on the demand register are:

Vendor	Account Name	Amount	Purpose
Urban Habitat	Various	\$ 131,417.77	October 2019 SilverRock Park Venue
PWLC II, Inc	Various	\$ 61,599.00	Nov 2019 Shrub Removal Landscape & Lighting
Z & K Consultants, Inc	Construction	\$ 34,110.00	October 2019 SilverRock Constr Mgmt
Enterprise FM Trust	Vehicles	\$ 18,981.28	Nov 2019 Fleet Lease
JNS Media Specialists	Marketing & Tourism	\$ 9,025.02	Nov 2019 Digital/ Retainer

Wire Transfers: Two transfers totaled \$163,810 which were for PERS. (See Attachment 2 for a full listing).

Investment Transactions: Full details of investment transactions as well as total holdings are reported quarterly in the Treasurer’s Report.

Transaction	Issuer	Type	Par Value	Settle Date	Coupon Rate
Purchase	First Service Bank	CD	\$ 248,000	11/15/19	1.70%

ALTERNATIVES

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

Prepared by: Bernice Choo, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

Attachments: 1. Demand Register
2. Wire Transfers



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
CALPERS LONG-TERM CARE P...	124510	LONG TERM CARE	LT Care Insurance Pay	101-0000-20949	196.05
GAS COMPANY, THE	124511	09/26-10/25/19 - FS #93 GAS SVC	Gas - Utilities	101-2002-61100	56.24
RIVERSIDE COUNTY SHERIFF'S ...	124513	GARNISHMENT	Garnishments Payable	101-0000-20985	162.00
UNITED WAY OF THE DESERT	124514	CONTRIBUTION	United Way Deductions	101-0000-20981	92.00
AMERICAN WROUGHT IRON	200031	09/30/19 - FRITZ BURNS GATE	Maintenance/Services	101-3005-60691	3,775.00
COACHELLA VALLEY WATER DI...	200033	11/13/19 - WATER SERVICE	Water - Utilities	101-2002-61200	209.41
COACHELLA VALLEY WATER DI...	200033	11/13/19 - WATER SERVICE	Water -Fritz Burns Park - Utiliti...	101-3005-61204	93.90
COACHELLA VALLEY WATER DI...	200033	11/13/19 - WATER SERVICE	Water -Seasons Park - Utilities	101-3005-61208	19.05
COACHELLA VALLEY WATER DI...	200033	11/13/19 - WATER SERVICE	Water -Community Park - Utilit..	101-3005-61209	141.93
COACHELLA VALLEY WATER DI...	200033	11/13/19 - WATER SERVICE	Water - Utilities	101-3008-61200	92.99
COACHELLA VALLEY WATER DI...	200033	11/12/19 - WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	589.56
COACHELLA VALLEY WATER DI...	200033	11/13/19 - WATER SERVICE	PM 10 - Dust Control	101-7006-60146	39.55
DAIOHS FIRST CHOICE SERVICES	200035	11/01/19 - CITY WIDE COFFEE	Citywide Conf Room Supplies	101-1007-60403	344.47
DAIOHS FIRST CHOICE SERVICES	200035	11/08/19 - CITY WIDE COFFEE	Citywide Conf Room Supplies	101-1007-60403	149.59
FERGUSON ENTERPRISES, INC	200037	10/29/19 - FRITZ BURNS MATERIALS	Materials/Supplies	101-3008-60431	664.46
FRONTIER COMMUNICATIONS...	200039	10/28-11/27/19 - SPORTS COMPLEX PHO...	Telephone - Utilities	101-3005-61300	37.70
GAS COMPANY, THE	200040	09/19-10/18/19 - FS #32 GAS SERVICE	Gas - Utilities	101-2002-61100	28.06
GAS COMPANY, THE	200040	09/19-10/18/19 - CITY HALL GAS SVC	Gas - Utilities	101-3008-61100	33.33
GAS COMPANY, THE	200040	09/19-10/18/19 - WC GAS SERVICE	Gas - Utilities	101-3008-61100	78.61
HALLICK, ROSEMARY	200041	01/28-01/30/20 - CSMFO REIMB	Travel & Training	101-1006-60320	403.03
HD SUPPLY CONSTRUCTION S...	200042	10/25/19 - PRESSURE WASHER	Tools/Equipment	101-7003-60432	1,576.86
HDL COREN & CONE	200043	10/24/19 18/19 AUDIT FEE	Consultants	101-1006-60104	145.19
JNS MEDIA SPECIALISTS	200046	NOV 2019 DIGITAL/RETAINER	Marketing & Tourism Promoti...	101-3007-60461	9,025.02
LOCALE MAGAZINE	200047	11/01/199 - NOV-DEC 2019 & JAN 2020 AD	Marketing & Tourism Promoti...	101-3007-60461	2,500.00
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - SUPPLIES EVENT TRUCK	Operating Supplies	101-3003-60420	369.22
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - WC MATERIALS	Materials/Supplies	101-3008-60431	87.22
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - OLD 32 A/C	Materials/Supplies	101-3008-60431	640.20
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - MITCHELL PAIGE	Materials/Supplies	101-3008-60431	40.00
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - MITCHELL PAIGE	Materials/Supplies	101-3008-60431	22.69
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - SPORTS COMPLEX	Materials/Supplies	101-3008-60431	7.37
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - WC MATERIALS	Materials/Supplies	101-3008-60431	6.70
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - WC MATERIALS	Materials/Supplies	101-3008-60431	36.89
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - OLD 32/WC	Materials/Supplies	101-3008-60431	124.98
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - PW YARD MAT'LS	Materials/Supplies	101-3008-60431	46.97
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - PW YARD MAT'LS	Materials/Supplies	101-3008-60431	20.54
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - CITY HALL MATERIALS	Materials/Supplies	101-3008-60431	114.51
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - PW YARD MAT'LS	Materials/Supplies	101-3008-60431	56.33
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - PW YARD MAT'LS	Materials/Supplies	101-3008-60431	60.61
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - CITY HALL TOOL SET	Tools/Equipment	101-3008-60432	93.29
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - OFFICE SUPPLIES	Office Supplies	101-7003-60400	61.86
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - 30 GAL BIN (7)	Office Supplies	101-7003-60400	104.67
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - NYLON CORD	Operating Supplies	101-7003-60420	7.22
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - MAINT OP	Operating Supplies	101-7003-60420	64.50
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - SIMPLE GREEN DEF FLU...	Operating Supplies	101-7003-60420	23.21
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - PAINT TRAFFIC TRAILER	Operating Supplies	101-7003-60420	85.42
MARTINEZ, CLAUDIA	200050	10/27-10/30/19 - CALPERS ED FORUM RE...	Travel & Training	101-1006-60320	140.92
MCDOWELL AWARDS	200051	11/04/19 - NAMES PLATES	Operating Supplies	101-6001-60420	60.35
MIMI'S CAFE	200053	11/21/19 - THANKSGIVING LUNCHEON	Operating Supplies	101-3002-60420	567.58
OFFICE DEPOT	200055	10/14/19 - OFFICE SUPPLIES CREDIT	Office Supplies	101-1005-60400	-75.66
OFFICE DEPOT	200055	10/30/19 - WC 8 1/2 X 11 COPY PAPER	Forms, Copier Paper	101-1007-60402	136.67
OFFICE TEAM	200056	10/25/19 - HUB TEMP SVCS E KOLTWEIT	Temporary Agency Services	101-6006-60125	958.80
OFFICE TEAM	200056	11/01/19 - HUB TEMP SVCS E KOLTWEIT	Temporary Agency Services	101-6006-60125	958.80
PAX FITNESS REPAIR	200058	11/08/19 - TREADMILL REPAIR	Maintenance/Services	101-3008-60691	100.00

Demand Register

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
P-AYON PLASTERING CO.	200059	11/07/19 - LIC-764516 REFUND LATE FEE	Cash Over/Short	101-0000-42300	25.00
PLUG & PAY TECHNOLOGIES I...	200060	10/2019 - WC CREDIT CARD FEES	Credit Card Fees	101-3003-60122	20.00
PLUG & PAY TECHNOLOGIES I...	200060	10/2019 - HUB CREDIT CARD FEES	Administration	101-6001-60102	20.00
POWERS AWARDS INC	200061	09/25/19 - PLAQUES	Employee Recognition Events	101-1004-60340	640.57
PWLC II, INC	200062	11/2019 GENERAL MAINT LLMD PROJ 201...	Landscape Contract	101-2002-60112	1,461.00
QUINN COMPANY	200063	10/21/19 - FS #32 FUEL POLISHING GENE...	Machinery & Equipment	101-2002-80101	1,860.38
QUINN COMPANY	200063	10/21/19 - FS #32 TROUBLESHOOT GENE...	Machinery & Equipment	101-2002-80101	2,607.13
RASA/ERIC NELSON	200065	10/21/19 FPM 2019-0003 FORMER SAM'S...	Map/Plan Checking	101-7002-60183	1,560.00
RASA/ERIC NELSON	200065	11/06/19 - ASSET #36 VACANT CITY OWN...	Professional Services	101-1002-60103	435.00
ROBERT HALF TECHNOLOGY	200066	10/25/19 - HUB TEMP SVCS M GONZALEZ	Temporary Agency Services	101-6006-60125	1,187.39
ROBERT HALF TECHNOLOGY	200066	11/01/19 - HUB TEMP SVCS M GONZALEZ	Temporary Agency Services	101-6006-60125	1,173.63
ROTO ROOTER PLUMBERS INC	200067	10/25/19 - WC PLUMBING SERVICE	Maintenance/Services	101-3008-60691	915.00
SAM'S FENCE COMPANY	200068	11/07/19 - FB PARK TENNIS COURTS GATE	Maintenance/Services	101-3005-60691	1,500.00
SOUTHWEST BOULDER & STO...	200069	10/23/19 - CRUSHED ROCK	Lot Cleaning/Gravel Program	101-6004-60120	751.78
SOUTHWEST BOULDER & STO...	200069	10/28/19 - CRUSHED ROCK	Lot Cleaning/Gravel Program	101-6004-60120	758.48
SPARKLETTS	200070	11/01/19 - DRINKING WATER	Operating Supplies	101-7003-60420	182.35
SPARKLETTS	200070	11/01/19 - CITY WIDE DRINKING WATER	Citywide Conf Room Supplies	101-1007-60403	105.68
TERRA NOVA PLANNING & RE...	200071	10/2019 ON-CALL PLANNING SERVICES	Professional Services	101-6002-60103	5,666.25
THE CHAMBER	200072	11/2019 GEM ADVERTISING CONTRACT	Marketing & Tourism Promoti...	101-3007-60461	7,229.17
TIME WARNER CABLE	200073	11/03-12/02/19 - FS #93 INTERNET (3514)	Cable - Utilities	101-2002-61400	84.99
TIME WARNER CABLE	200073	10/29-11/28/19 - FS #32 INTERNET (6491)	Cable - Utilities	101-2002-61400	84.99
TRULY NOLEN INC	200075	09/09/19 - LQ PARK PEST CONTROL	Pest Control	101-3008-60116	61.00
TRULY NOLEN INC	200075	09/09/19 - WC PEST CONTROL	Pest Control	101-3008-60116	70.00
TRULY NOLEN INC	200075	10/04/19 - LQ PARK PEST CONTROL	Pest Control	101-3008-60116	61.00
TRULY NOLEN INC	200075	10/14/19 - SPORTS COMPLEX PEST CONT...	Pest Control	101-3008-60116	100.00
TRULY NOLEN INC	200075	10/16/19 - WC PEST CONTROL	Pest Control	101-3008-60116	70.00
TRULY NOLEN INC	200075	10/04/19 - FRITZ BURNS PEST CONTROL	Pest Control	101-3008-60116	40.00
VINTAGE E & S INC	200078	10/31/19 - CITY HALL HUB COUNTER	Maintenance/Services	101-3008-60691	868.00
VINTAGE E & S INC	200078	10/31/19 - CITY HALL COUNCIL CHAMBERS	Maintenance/Services	101-3008-60691	717.70
VINTAGE E & S INC	200078	10/31/19 - CITY HALL MEN'S RESTROOM	Maintenance/Services	101-3008-60691	142.50
VINTAGE E & S INC	200078	11/08/19 - SPORTS COMPLEX MAINT	Maintenance/Services	101-3005-60691	410.00
VINTAGE E & S INC	200078	11/08/19 - SPORTS COMPLEX MAINT	Maintenance/Services	101-3005-60691	877.17
WALTERS WHOLESALE ELECTR...	200080	10/31/19 - WIRE CONDUCTOR	Operating Supplies	101-7003-60420	356.31
WALTERS WHOLESALE ELECTR...	200080	10/31/19 - WIRE CONDUCTOR	Operating Supplies	101-7003-60420	336.67
Fund 101 - GENERAL FUND Total:					57,755.00

Fund: 201 - GAS TAX FUND

LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - CONCRETE	Materials/Supplies	201-7003-60431	27.10
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - DRAIN MATERIALS	Storm Drains	201-7003-60672	28.80
TOPS'N BARRICADES INC	200074	07/11/19 - SIGNS & RIVETS	Traffic Control Signs	201-7003-60429	125.06
UNDERGROUND SERVICE ALERT	200076	11/01/19 - DIG ALERT FEES	Materials/Supplies	201-7003-60431	99.10
UNDERGROUND SERVICE ALERT	200076	11/2019 - CA STATE FEE DIG ALERT	Materials/Supplies	201-7003-60431	24.08
Fund 201 - GAS TAX FUND Total:					304.14

Fund: 202 - LIBRARY & MUSEUM FUND

GAS COMPANY, THE	200040	09/19-10/18/19 - LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	15.44
Fund 202 - LIBRARY & MUSEUM FUND Total:					15.44

Fund: 215 - LIGHTING & LANDSCAPING FUND

C.V CACTUS NURSERY	200032	11/04/19 - MATERIALS	Materials/Supplies	215-7004-60431	1,234.86
COACHELLA VALLEY WATER DI...	200033	11/12/19 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	1,518.05
COACHELLA VALLEY WATER DI...	200033	11/13/19 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	1,091.71
CREATIVE LIGHTING & ELECTR...	200034	11/08/19 - EISENHOWER DR MEDIAN	Maintenance/Services	215-7004-60691	801.00
HIGH TECH IRRIGATION INC	200044	10/31/19 - MATERIALS	Materials/Supplies	215-7004-60431	1,253.99
IMPERIAL IRRIGATION DIST	200045	11/12/19 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	96.64
IMPERIAL IRRIGATION DIST	200045	11/12/19 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	13.28
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - MATERIALS	Supplies-Graffiti and Vandalism	215-7004-60423	1.03
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - MATERIALS	Materials/Supplies	215-7004-60431	23.00
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - MATERIALS	Materials/Supplies	215-7004-60431	35.78
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - OPERATIONS	Materials/Supplies	215-7004-60431	20.65
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - SEASON PK DRKING FTN...	Materials/Supplies	215-7004-60431	20.42
PWLC II, INC	200062	11/2019 GENERAL MAINT LLMD PROJ 201...	Landscape Contract	215-7004-60112	55,793.00

[Click Here to Return to Agenda](#)

Demand Register

Packet: APPKT02189 - BC 11/15/19

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
PWLC II, INC	200062	11/07/19 - SHRUB REMOVAL	Maintenance/Services	215-7004-60691	4,345.00
SOUTHWEST BOULDER & STO...	200069	10/31/19 - RED BAJA CRESTA BOULDERS	Materials/Supplies	215-7004-60431	436.85
SOUTHWEST BOULDER & STO...	200069	11/05/19 - DESERT GOLD DG	Materials/Supplies	215-7004-60431	1,113.79
SOUTHWEST BOULDER & STO...	200069	11/05/19 - BAJA CRESTA RUBBLE	Materials/Supplies	215-7004-60431	3,077.63
W.D. YOUNG & SONS	200079	10/15/19 - MATERIALS	Materials/Supplies	215-7004-60431	478.50
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					71,355.18
Fund: 221 - AB 939 - CALRECYCLE FUND					
ALPHA MEDIA LLC	200030	11/01-11/10/19 RECYCLE RADIO CAMPAL...	AB 939 Recycling Solutions	221-0000-60127	736.02
PALMS TO PINES PRINTING	200057	11/13/19 BEESWAX FOOD WRAP RECYCLE	AB 939 Recycling Solutions	221-0000-60127	4,198.46
PALMS TO PINES PRINTING	200057	11/11/19 WHEAT STRAW PEN RECYCLE	AB 939 Recycling Solutions	221-0000-60127	1,018.46
Fund 221 - AB 939 - CALRECYCLE FUND Total:					5,952.94
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
PLANIT REPROGRAPHICS SYST...	124512	11/04/19 - 2011-05 SCAN PLANS	Construction	401-0000-60188	14.00
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - CONDUIT COACHELLA DR	Construction	401-0000-60188	50.59
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - TV MOUNT	Construction	401-0000-60188	64.53
NV5	200054	08/25-09/28/19 2014-13 SURVEY SVCS IRR..	Technical	401-0000-60108	2,135.00
URBAN HABITAT	200077	PO 1920-0128 RETENTION #2	Retention Payable	401-0000-20600	-6,916.73
URBAN HABITAT	200077	10/14-10/31/19 2016-08 SILVERROCK PA...	Construction	401-0000-60188	138,334.50
WALTERS WHOLESALE ELECTR...	200080	10/24/19 - CONDUIT CATCH BASIN	Construction	401-0000-60188	22.59
Z & K CONSULTANTS, INC.	200081	10/2019 2016-08 SILVERROCK CONSTRUCT..	Construction	401-0000-60188	34,110.00
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					167,814.48
Fund: 501 - FACILITY & FLEET REPLACEMENT					
ENTERPRISE FM TRUST	200036	11/2019 - FLEET LEASE	Vehicles, Rentals & Leases	501-0000-71030	18,981.28
LOWE'S HOME IMPROVEMENT..	200048	09/25-10/24/19 - MAINT OP	Parts & Maintenance Supplies	501-0000-60675	134.26
RAN AUTO DETAIL	200064	11/01-11/02/19 R.A.N. AUTO WASH	Vehicle Repair & Maintenance	501-0000-60676	505.00
RAN AUTO DETAIL	200064	10/04-10/05/19 R.A.N. AUTO WASH	Vehicle Repair & Maintenance	501-0000-60676	543.00
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					20,163.54
Fund: 502 - INFORMATION TECHNOLOGY					
FISHER INTEGRATED INC	200038	10/2019 COUNCIL MTG MEDIA RECORD, ...	Consultants	502-0000-60104	800.00
FRONTIER COMMUNICATIONS...	200039	10/27-11/26/19 - BLACKHAWK/LQ PARK D...	Cable - Utilities	502-0000-61400	50.98
MICROSOFT CORPORATION	200052	10/10-11/09/19 - MS AZURE ONLINE SVCS	Software Licenses	502-0000-60301	4,072.23
TIME WARNER CABLE	200073	10/24-11/23/19 - WC CABLE (4601)	Cable - Utilities	502-0000-61400	244.22
TIME WARNER CABLE	200073	10/20-11/19/19 - WC CABLE (1909)	Cable - Utilities	502-0000-61400	8.83
Fund 502 - INFORMATION TECHNOLOGY Total:					5,176.26
Fund: 504 - INSURANCE FUND					
OFFICE DEPOT	200055	11/01/19 - WALL CALENDAR	Office Supplies	504-1010-60400	25.22
Fund 504 - INSURANCE FUND Total:					25.22
Grand Total:					328,562.20

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	57,755.00
201 - GAS TAX FUND	304.14
202 - LIBRARY & MUSEUM FUND	15.44
215 - LIGHTING & LANDSCAPING FUND	71,355.18
221 - AB 939 - CALRECYCLE FUND	5,952.94
401 - CAPITAL IMPROVEMENT PROGRAMS	167,814.48
501 - FACILITY & FLEET REPLACEMENT	20,163.54
502 - INFORMATION TECHNOLOGY	5,176.26
504 - INSURANCE FUND	25.22
Grand Total:	328,562.20

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20949	LT Care Insurance Pay	196.05
101-0000-20981	United Way Deductions	92.00
101-0000-20985	Garnishments Payable	162.00
101-0000-42300	Cash Over/Short	25.00
101-1002-60103	Professional Services	435.00
101-1004-60340	Employee Recognition Ev...	640.57
101-1005-60400	Office Supplies	-75.66
101-1006-60104	Consultants	145.19
101-1006-60320	Travel & Training	543.95
101-1007-60402	Forms, Copier Paper	136.67
101-1007-60403	Citywide Conf Room Suppl..	599.74
101-2002-60112	Landscape Contract	1,461.00
101-2002-61100	Gas - Utilities	84.30
101-2002-61200	Water - Utilities	209.41
101-2002-61400	Cable - Utilities	169.98
101-2002-80101	Machinery & Equipment	4,467.51
101-3002-60420	Operating Supplies	567.58
101-3003-60122	Credit Card Fees	20.00
101-3003-60420	Operating Supplies	369.22
101-3005-60691	Maintenance/Services	6,562.17
101-3005-61204	Water -Fritz Burns Park - ...	93.90
101-3005-61206	Water -Desert Pride - Utili...	589.56
101-3005-61208	Water -Seasons Park - Util...	19.05
101-3005-61209	Water -Community Park -...	141.93
101-3005-61300	Telephone - Utilities	37.70
101-3007-60461	Marketing & Tourism Pro...	18,754.19
101-3008-60116	Pest Control	402.00
101-3008-60431	Materials/Supplies	1,929.47
101-3008-60432	Tools/Equipment	93.29
101-3008-60691	Maintenance/Services	2,743.20
101-3008-61100	Gas - Utilities	111.94
101-3008-61200	Water - Utilities	92.99
101-6001-60102	Administration	20.00
101-6001-60420	Operating Supplies	60.35
101-6002-60103	Professional Services	5,666.25
101-6004-60120	Lot Cleaning/Gravel Progr...	1,510.26
101-6006-60125	Temporary Agency Servic...	4,278.62
101-7002-60183	Map/Plan Checking	1,560.00
101-7003-60400	Office Supplies	166.53
101-7003-60420	Operating Supplies	1,055.68
101-7003-60432	Tools/Equipment	1,576.86
101-7006-60146	PM 10 - Dust Control	39.55
201-7003-60429	Traffic Control Signs	125.06
201-7003-60431	Materials/Supplies	150.28
201-7003-60672	Storm Drains	28.80
202-3004-61100	Gas - Utilities	15.44

Account Summary

Account Number	Account Name	Expense Amount
215-7004-60112	Landscape Contract	55,793.00
215-7004-60423	Supplies-Graffiti and Van...	1.03
215-7004-60431	Materials/Supplies	7,695.47
215-7004-60691	Maintenance/Services	5,146.00
215-7004-61116	Electric - Utilities	96.64
215-7004-61117	Electric - Medians - Utiliti...	13.28
215-7004-61211	Water - Medians - Utilities	2,609.76
221-0000-60127	AB 939 Recycling Solutions	5,952.94
401-0000-20600	Retention Payable	-6,916.73
401-0000-60108	Technical	2,135.00
401-0000-60188	Construction	172,596.21
501-0000-60675	Parts & Maintenance Supp..	134.26
501-0000-60676	Vehicle Repair & Mainte...	1,048.00
501-0000-71030	Vehicles, Rentals & Leases	18,981.28
502-0000-60104	Consultants	800.00
502-0000-60301	Software Licenses	4,072.23
502-0000-61400	Cable - Utilities	304.03
504-1010-60400	Office Supplies	25.22
	Grand Total:	328,562.20

Project Account Summary

Project Account Key	Expense Amount
None	147,977.30
111205CT	14.00
141513T	2,135.00
151612CT	73.18
1920TMICT	64.53
201608CT	172,444.50
201608RP	-6,916.73
201804E	12,741.62
CSA152E	28.80
	Grand Total:
	328,562.20

City of La Quinta

Bank Transactions 11/09/19 – 11/15/19

Wire Transaction

Listed below are the wire transfers from 11/09/19 – 11/15/19

Wire Transfers:

11/12/2019 - WIRE TRANSFER - PERS	\$	120,482.51
11/15/2019 - WIRE TRANSFER - PERS	\$	<u>43,327.01</u>
TOTAL WIRE TRANSFERS OUT	\$	<u><u>163,809.52</u></u>

City of La Quinta

CITY COUNCIL MEETING: December 3, 2019

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH RASA TO PROVIDE ON CALL MAP CHECKING SERVICES

RECOMMENDATION

Approve Amendment No. 1 to Professional Services Agreement with RASA, in an amount not to exceed \$40,000 per year through the extended term, to provide on-call map checking services; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- Subdivision Tract and Parcel Maps must be reviewed by a licensed Land Surveyor for compliance with the Subdivision Map Act, and the Land Surveyor's Act.
- In 2017 Staff solicited proposals for on-call stormwater map checking services from qualified firms and RASA was selected as the best qualified firm.
- RASA has been performing quality map checking services for the past two years.
- Amendment No. 1 will extend the contract term through June 30, 2022 and provide funding for continued services in the amount of \$40,000 per year for a total not to exceed contract sum of \$160,000.

FISCAL IMPACT

The not to exceed annual agreement amount of \$40,000 could cost up to \$120,000 through the extended term for a total contract sum of \$160,000. Funds are available in Public Works Development Professional Services (101-7002-60103) for 2019/20. Funding will be budgeted in subsequent fiscal years.

BACKGROUND/ANALYSIS

Subdivision Tract and Parcel Maps must be reviewed by a Land Surveyor licensed in the State of California for the procedure of survey, mathematical

closure, and compliance with the Subdivision Map Act, the Land Surveyor's Act, the approved Tentative Map, the approved Conditions of Approval, and a current title report. Review includes survey documentation, lot and boundary closure calculations, dedication and easement provisions, legal descriptions and completeness and accuracy of data notation.

In September 2017, the City received ten proposals in response to the on-call map checking services request for proposals. RASA was selected as the most qualified firm during the selection process and has been performing quality work during the contract term.

Map checking services are included in the Public Works Development Services Map/Plan Checking budget (101-7002-60183) each fiscal year. The current agreement with RASA only provided funding for the first year of map checking services. Amendment No. 1 will provide up to \$40,000 for the 19/20 fiscal year and provide up to \$40,000 per year for the two-year extended term through June 30, 2022. The total not to exceed contract sum would be increased from \$40,000 to \$160,000.

[ALTERNATIVES](#)

Council could elect not to approve the amendment.

Prepared by: Julie Mignogna, Management Analyst
Approved by: Bryan McKinney, Public Works Director/City Engineer

Attachment: 1. Amendment No. 1 with RASA

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
WITH ERIC NELSON DBA RASA**

This Amendment No. 1 to Agreement for Contract Services with NBS ("Amendment No. 1") is made and entered into as of the 4th day of December 2019 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and Eric Nelson DBA RASA, a sole proprietor ("Consultant").

RECITALS

WHEREAS, on or about October 24, 2017, the City and Consultant entered into an Agreement for Contract Services to provide on-call map checking services; and

WHEREAS, Amendment 1, will amend the contract sum not to exceed \$40,000 per year through the initial and extended term for a total contract sum not to exceed \$160,000; and

WHEREAS, Amendment 1, will amend the contract term through the "extended term" and expire on June 30, 2022; and

NOW THEREFORE, in consideration of the mutual covenant herein contained, the parties agree as follows:

AMENDMENT NO. 1

In consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 2.1 – Contract Sum is amended to read as follows:

For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in an amount not to exceed \$40,000 per year encompassing the initial and any extended terms, in a total amount not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00) (the "Contract Sum"), except as provided in Section 1.6.

2. Section 3.4– Term is amended to read as follows:

Unless earlier terminated in accordance with Sections 8.8 or 8.7 of this Agreement, the Extended Term shall terminate on June 30, 2022.

In all other respects, the Original Agreement shall remain in effect.

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 1 to the Agreement for Contract Services on the respective dates set forth below.

CITY OF LA QUINTA a California municipal corporation

Jon McMillen, City Manager
City of La Quinta, California

Dated:_____

ATTEST:

Monika Radeva, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

William H. Ihrke, City Attorney
City of La Quinta, California

CONSULTANT: Eric Nelson DBA RASA

By:_____

Name: _____

Title: _____

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 Forty Thousand Dollars (\$40,000) per year for the life of the agreement, encompassing the initial and any extended terms ("Contract Sum"), for a total not to exceed contract sum of **One Hundred Sixty Thousand Dollars (\$160,000.00)** ("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.

Original Contract Amount:	\$40,000
"Not to exceed" FY 19/20:	\$40,000
"Not to exceed" FY 20/21:	\$40,000
<u>"Not to exceed" FY 21/22:</u>	<u>\$40,000</u>
Total "Not to exceed" Contract Sum:	\$160,000

Map Check Compensation

Map check payment shall be made in full at the following "fixed fee" rates as specified for Tract Maps and Parcel Maps:

Tract Maps

\$2,000.00 base fee plus \$30.00 per lot
(Including both lettered and numbered lots)

Parcel Maps

\$1,800.00 base fee plus \$300.00 per parcel
(Including both lettered and number lots)

Lot Line Adjustment

\$900.00 base fee plus \$150.00 fee per line adjusted

Parcel Mergers

\$900.00 for two merging parcels plus \$450.00 for each additional parcel

Miscellaneous projects, research and reports

\$145.00 per hour

This rate shall be compensation for up to three (3) map checks. Payment for additional map checks after the third check shall be made at the rates listed in the Schedule of Billing Rates attached herewith for the actual hours submitted in conformance with Section 2.2 of the Agreement. An estimate of hours to complete the map check (after the third check) shall be made in writing to the Contract Officer for approval as specified in Section 1.6 – Additional Services of the Agreement.

Compensation for the first three map checks shall be distributed at the following schedule:

First Map Check	65% of the Total Map Check Fee
Second Map Check	20% of the Total Map Check Fee
Third Map Check	15% of the Total Map Check Fee

The Consultant shall be compensated upon the completion of each map check as indicated in the above schedule and in conformance with Section 2.2 of the Agreement. If a project is suspended, either definitely or indefinitely, the Consultant shall be compensated based on the last completed map check. If the map check process is completed prior to the third map check, 100% of the map check fee will be paid upon completion of the final map check.

Consultant may be requested to provide additional map checks after the third check.

Consultant receives no additional compensation for delivery or postage fees necessary to transmit or receive plans from City.

Consultant also may be requested to provide supplemental map checking, general map consulting services for specific projects for the City or other tasks.

Payment shall be made in full at an hourly rate of:

\$145.00 per hour – no overtime, travel time, expenses or other administrative charges will be allowable over and above the stated hourly rate schedule

City of La Quinta

CITY COUNCIL MEETING: December 3, 2019

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT WITH THE MICKELSON FOUNDATION, INC. FOR THE AMERICAN EXPRESS GOLF TOURNAMENT FROM 2020 THROUGH 2024 FOR IN-KIND PUBLIC SAFETY, RECYCLING SERVICES, AND MARKETING COLLABORATION TO HOST THE EVENT

RECOMMENDATION

Approve an Agreement for Contract Services with the Mickelson Foundation, Inc. for The American Express Golf Tournament for 2020 through 2024 for in-kind services to host the event and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- The golf tournament, originally The Bob Hope Classic, has been in the Coachella Valley since 1965.
- La Quinta has hosted the tournament at PGA West and La Quinta Country Club since 2012.
- Formerly the Desert Classic, this year the tournament has received a new sponsor in American Express, which has been re-named The American Express Golf Tournament.

FISCAL IMPACT

The City shall provide no monetary compensation to host the tournament, but instead provide the following services to the event:

- Public Safety Services
- Solid Waste Disposal and Recycling Services
- Cooperative Marketing Program

The total value amount in services over the five-year contract shall not exceed \$750,000.

BACKGROUND/ANALYSIS

The Agreement for Contract Services (Attachment 1) would name the City as the official “host city” to the tournament. The agreement would be for a total of five (5) years at which point it would be reviewed for future event years. This agreement will be managed by the City Manager’s Office. Additionally, City Manager’s office will work with Finance to monitor the contract term budget annually. The scope of services includes:

- Public Safety Services
 - Police services: Not to exceed \$51,000 per year with an annual increase of 7%
 - Fire and EMT services: Not to exceed \$22,500 per year with an annual increase of 7%
- Solid Waste Disposal and Recycling Services
 - City will pay waste and recycling fees of up to \$15,000 annually
 - Mickelson Foundation would contract directly with Burrtec for any additional services.
- Cooperative Marketing Plan
 - City would develop Marketing ads to promote the tournament through various media platforms.
 - American Express would promote the City of La Quinta as the host city on various platforms when available.
 - In-kind costs associated with Marketing Co-Op would be estimated at \$40,000 annually.
- Existing Use Agreement
 - The existing Amended Use Agreement would be terminated and would be replaced with this Agreement.

ALTERNATIVES

Staff does not recommend any alternatives.

Prepared by: Marcie Graham, Marketing Manager

Approved by: Jon McMillen, City Manager

Attachment: 1. Agreement for Contract Services

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 Mickelson Foundation Inc. ("Contracting Party"), a 501c3. 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 The American Express Golf Tournament, 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, or assigned designee (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, or assigned designee, 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, or assigned designee, 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, or assigned designee'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, or assigned designee. 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 receive services in lieu of monetary compensation, as detailed in "Exhibit B" (the "Schedule of Compensation") valued in the total amount not to exceed Seven Hundred Fifty Thousand (\$750,000.00) (the "Contract Sum") during the entire Term (Section 3.4 below) of this Agreement, except as provided in Section 1.7. 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. Services shall be rendered as listed in "Exhibit B" ("Schedule of Compensation"). No billing and payment methods are applicable under this Agreement.

2.3 Compensation for Additional Services. No additional services shall be provided by Contracting Party under this Agreement outside the Services listed in "Exhibit A" ("Scope of Services").

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, or assigned designee.

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, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, 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, or assigned designee, 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, or assigned designee, 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 of this Agreement, the term of this agreement shall commence on October 1, 2019, and terminate on January 30, 2024 ("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) Pat McCabe – Tournament Director

Tel No. (503) 924-6207

E-mail: pmccabe@lagardere-se.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 the City Manager or assigned designee as may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, 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, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, 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 selected 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, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, 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, or assigned designee, 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, or assigned designee, 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, or assigned designee, 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 assigned designee, 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, reuse, 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 assigned designee, 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 without regard to conflict of law principles. 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, or assigned designee; 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. 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, or assigned designee. 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, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, 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, or assigned designee. 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: Jon McMillen
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

Mickelson Foundation, Inc.
Jon Hartigan
5671 SW Artic Dr.
Beaverton, OR 97005

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, for the City, by the City Manager or 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.

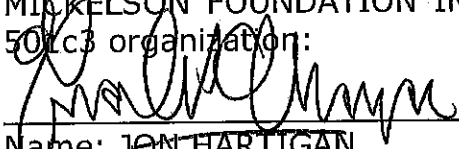
10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such 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

MICKELSON FOUNDATION INC. , a
501c3 organization:



JON MCMILLEN, City Manager
City of La Quinta, California

Name: JON HARTIGAN
Title: FRANCESCO MARZANO

Dated: 11/7/19

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. **Public Safety Services**

To assist the Mickelson Foundation Inc. ("MFI") for The American Express Golf Tournament ("The American Express") in the Police and Fire Public Safety efforts during the term of this Agreement, the City agrees to pay for Police Services in an amount not to exceed \$51,000 per year with an annual increase of 7%; and for Fire and EMT Services in an amount not to exceed \$22,500 per year with an annual increase of 7%. These costs will provide a base level of public safety services for the The American Express held at the City of La Quinta golf courses. Additionally, all permits and applications for the tournament shall be paid by MFI must be submitted to the City no later than sixty (60) days prior to the start of the tournament. MFI shall also provide the following for Police and Fire:

- Three (3) carts be provided (1 per course) that meet the Fire Department specs;
- Tent, table and chairs for medical operations.

2. **Solid Waste Disposal and Recycling Services**

In an effort to promote the green recycling efforts and maintain solid waste diversion mandates of the City of La Quinta (the "City") and to supplement funding for The American Express, the City agrees to pay for the waste and recycling fees in an amount not to exceed \$15,000 per year. Additionally, it is recommended that MFI have a contract for solid waste/recycle services exclusively with Burrtec (City's provider), and it is recommended that MFI submit a recycling plan to the City sixty (60) days prior to the event start.

3. **Permits & Inspections**

- a. The City requests and MFI shall comply with the following timeline in regard to various permits and inspections for The American Express:
 - i. One Hundred Twenty (120) days prior to event date: Temporary Use Permit application submitted. This should include all submittal requirements from temporary use permit application.
 - ii. Ninety (90) days prior to event date: Submittal of Traffic

Control Plan and Building and Fire permit(s) for all applicable items (i.e. tents, stages, bleachers).

- iii. Forty-Five (45) days prior to event date: Obtain a permit from the Building Division for the structures, tents, stage and temporary electrical installations. MFI shall submit a detailed site plan showing all viewing structures, stages and tents with structure dimensions, proposed stairways, ramps and doorways, and shall have structural calculations prepared to the current/applicable California Building Code provided justifying their installation. The City of La Quinta Wind Design is 110 mph (Ultimate) / 85 mph (Nominal) Exposure C and is within the Seismic Design Category D2.
 - iv. Thirty (30) days prior to event date: Submittal of Encroachment permit and scheduling of all inspections requested by Staff.
 - v. Fourteen (14) days prior to event date: Finalize structures and tents, and prepare/schedule structural observation, and fire, health and building department inspections. Structural Observation is required by the Engineer of Record, each structure shall be reviewed for conformance with the approved structural calculations and have a stamped and signed letter submitted to the Building Division prior to the event per the requirements in Section 1704 of the 2016 California Building Code.
- b. Payment for any and all permits shall be made by MFI at the time of application unless the Contract Officer on behalf of the City waives payment for any such permit.

4. Cooperative Marketing Program

- a. MFI and City shall cooperatively work to develop a marketing program that will market The American Express Golf Tournament and the City as a year-round golf resort. Efforts shall include utilization of both the theamexgolf.com and PlayInLaQuinta.com websites, and, to the extent feasible, shall use paid search engines to drive traffic to each website. Each website shall have direct links to the other. MFI and City shall use its best efforts to increase attendance and expand the reach of tournament production.
- b. MFI and City shall use social media such as Facebook and Twitter, to the maximum extent possible, to promote the tournament and

all of its related activities as well as promote the City as a premier tourist destination.

5. The American Express Media & Advertising Plan

- a. MFI shall submit to City its detailed Media & Advertising Plan by September 15 of each contracted year to avoid duplication efforts.
- b. MFI will look into further expanding its marketing coverage in important regional drive markets, inclusive of Los Angeles and Orange County. The City and MFI will further use best efforts working together to market the City, The American Express Golf Tournament, and the City's lodging choices to the "driving-distance" market.
- c. The American Express creative graphic design for ads, banners, posters, billboards, ads, etc., shall be submitted by MFI to City for review and comment by October 1 of each contract year.
- d. All artwork, radio spots, commercials, digital ads, emails, graphics and other marketing-related tangibles using the name or description of the City, SilverRock Resort, or lodgings or businesses in the City shall be submitted to City for review and comment (if any) with at least a two-working day turnaround time. MFI shall have the obligation to secure any licenses from any lodgings or businesses in the City to use their names or descriptions in any marketing-related tangibles.
- e. MFI shall provide the following to the City in an effort to properly promote the event and destination:
 - i. Tag the City location in all social media posts either by location tag or in the copy;
 - ii. Allow City to use all media assets such as photos and videos to promote tournament;
 - iii. When possible, have a celebrity golf player create a Facebook Live or Instagram Story asset mentioning the City of La Quinta and The American Express.
 - iv. Use radio and TV media for ads to promote The American Express and the City of La Quinta. If radio or TV ads are created by MFI, MFI shall allow (and hereby grants a license) to the City to use those assets to additionally promote the tournament via radio and TV.

6. Branding

- a. MFI will exercise its best efforts to encourage "The Golf Channel" to include the City of La Quinta in its commercials, promotions, on-air mentions, and advertisements in connection with their broadcast of The American Express. Should MFI produce commercials, promotions, and advertisements exclusively for The Golf Channel, MFI shall incorporate the City of La Quinta name and logo on all materials as the "host city".
- b. The City of La Quinta name and logo shall be written as "Host City" in all The American Express ads when possible to be run in local, regional and national publications that The American Express advertises in.
- c. The City of La Quinta name and logo will be written as "Host City" when possible on a variety of signage prepared for the tournament, including but not limited to: On-course directional signs, banners located in and around Old Town/Village area, and other signs throughout the City of La Quinta. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by MFI and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.
- d. The City of La Quinta name and logo will be written as "Host City" when possible on the official tournament poster. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by MFI and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.
- e. The City of La Quinta name and logo will be written as "Host City" when possible on all digital and social media ads. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by MFI and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.
- f. The City of La Quinta name and logo will be written as "Host City" when possible on all e-mail blasts and/or notifications from The American Express. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by MFI, and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.

7. Events & Other Promotions

- a. The City Manager will be given twelve (12) VIP Passes that include parking passes as well as VIP access to concerts.
- b. The City will be given one hundred twenty five (125) daily tickets per day Wednesday through Sunday for the sole purpose of promoting the event. No value may be placed upon the badges and tickets other than their face value.
- c. Four (4) media passes for the City Marketing Manager, Marketing Specialist, and advertising agency to promote the tournament during the event.
- d. If there is a charitable distribution event, MFI will host the Charity Check Distribution event within the City of La Quinta at a mutually agreed upon location.

8. In Kind Services

- a. In an effort to move traffic in the safest and most efficient manner possible during The American Express, the City of La Quinta agrees to supply four (4) traffic safety message boards provided the City does not have a traffic safety event elsewhere in the City during the tournament.
- b. The City will install the Street Banners that promote the event and the City of La Quinta's affiliation with The American Express within the Village area of the City. MFI shall pay for any other banners to be installed elsewhere within the City of La Quinta at a cost of \$60 per banner. The cost will include installation, removal, and maintenance, as well as a 2-hour response time for maintenance to be completed by the City.
- c. The City will allow MFI the use of vacant land space for parking and shuttle services during The American Express on Avenue 54th and Jefferson St. MFI is responsible for submitting a traffic plan for the event ninety (90) days prior to the start of the event per Section 3(a)(ii) of these Scope of Services.
- d. MFI Sports is required to submit an event plan to the City one hundred twenty (120) days prior to the start of the event per Section 3(a)(i) of these Scope of Services.

[continued on next page]

ADDENDUM TO AGREEMENT

Re: Scope of Services

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-

FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. Payments shall be made in accordance with the provisions of Article 2.0 of the Agreement. In accordance with said Sections, City shall pay Contracting Party a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security to be paid to Contracting Party within sixty (60) days after final acceptance of the Services by the City Council of City, after Contracting Party has furnished City with a full release of all undisputed payments under this Agreement, if required by City. In the event there are any claims specifically excluded by Contracting Party from the operation of the release, City may retain proceeds (per Public Contract Code § 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contracting Party's obligations under the Agreement.

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated

damages for delay arising from the removal or relocation of such unidentified utility facilities.

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

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

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

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

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and

subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. Liquidated Damages. Since the determination of actual damages for any delay in performance of the Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contracting Party shall be liable for and shall pay to City the sum of One Thousand dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Contracting Party any accrued liquidated damages.

Exhibit B

Schedule of Compensation

Pursuant to this Agreement, Contracting Party shall receive services in lieu of monetary compensation, as detailed in the Scope of Services Exhibit A, valued in the total amount not to exceed Seven Hundred Fifty Thousand (\$750,000.00) (the "Contract Sum") during the Agreement Term (Section 3.4).

[Click Here to Return to Agenda](#)

Exhibit C
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement.

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

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 arising 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. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of 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.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

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 with an edition prior to 1992. 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 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 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 selected 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, protect, defend (with counsel selected 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 E, 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. This obligation 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.

City of La Quinta

CITY COUNCIL MEETING: December 3, 2019

STAFF REPORT

AGENDA TITLE: APPROVE CONTRACT SERVICES AGREEMENT WITH MATRIX CONSULTING GROUP TO CONDUCT A FIRE SERVICE DELIVERY STUDY

RECOMMENDATION

Approve a Contract Services Agreement with Matrix Consulting Group to conduct a fire service delivery study and authorize City Manager to execute the agreement.

EXECUTIVE SUMMARY

- Fire costs continue to increase and the City is interested in exploring ways to incorporate best practices and find efficiencies in the delivery of fire services.
- Staff solicited proposals for a fire service delivery study (study) from qualified firms.
- Two proposals were received and reviewed; Matrix Consulting Group (Matrix) was selected based on their qualifications, experience and clients' references.

FISCAL IMPACT

The total not to exceed agreement amount is \$39,900. Funds to pay for this report are available in the Fire Budget account number: 101-2002-60670.

BACKGROUND/ANALYSIS

The City contracts fire services from the County of Riverside, which in turn has an agreement with the California Department of Forestry and Fire Protection to provide fire services (CAL FIRE). While CAL FIRE staff provides excellent service to the City, service costs continue to increase, as well as requests to increase staffing, replace equipment and build one additional fire station.

List of Fire Department's short and long-range needs:

- Replacement of the ladder truck shared by the County, and Cities of Coachella and Indio (\$1.3 million, City's contribution 25% of cost)
- Modify staffing to have a Fire Captain seven days a week at each fire station (estimated annual cost \$320,000)
- Build a 4th fire station (construction cost: over \$5 million; annual operation budget: \$1million)

The study will evaluate current and future needs, including staffing levels, service methods, buildings and equipment. The City receives annual fire property tax credit revenue of approximately \$4.9 million annually to cover fire and emergency services. This is less than the \$7 million annual expense for fire service costs, which means the City's fire service reserve of \$9.7 million is needed to cover annual operations. Once the fire reserve fund is spent, then the General Fund will be used to cover the difference. For this reason, the City is interested in implementing long-term cost saving practices to lessen the impact on the City budget.

As part of this effort, in September 2019, staff issued a request for proposals (RFP) to conduct a service study; two proposals were received. Matrix was selected based on their qualifications and experience having conducted more than 350 fire studies across the country, including in the State of California.

The study will be completed in approximately 16 weeks, which includes meetings with the Fire Department, City staff and community stakeholders. The work plan is divided into five main tasks:

1. Project Kickoff, Data Collection and Initial Interviews
2. Evaluation of Current Conditions: understanding workloads and service levels
3. Evaluation of Growth and Community Trends: how growth trends will impact service levels and service delivery needs.
4. Opportunities to Improve Service Delivery: a plan on how to provide effective and efficient services in the next five years.
5. Develop the Draft and Final Report:

ALTERNATIVES

Council may elect not to approve this agreement or make modifications. However, staff does not recommend an alternative due to Matrix's expertise.

Prepared by: Martha Mendez, Public Safety Manager

Approved by: Chris Escobedo, Community Resources Director

Attachment: 1. Agreement for Contract Services with Matrix Consulting Group

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 MATRIX CONSULTING GROUP, a California 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 Fire Service Delivery Study, 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, or assigned designee (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, or assigned designee, 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, or assigned designee, 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, or assigned designee'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, or assigned designee. 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 **thirty nine thousand nine hundred dollars (\$39,900)** per year for the life of the Agreement, encompassing the initial and any extended terms. (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, or assigned designee, 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, or assigned designee, 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, or assigned designee. 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, or assigned designee, 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 or assigned designee.

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, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, 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, or assigned designee, 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, or assigned designee, 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 10, 2019, and terminate on December 10, 2020 ("Initial Term"). This Agreement may be extended for one (1) additional year(s) upon mutual agreement by both parties ("Extended 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) Name: Richard Brady
Tel No: 650-858-0507
E-mail: rbrady@matrixcg.net

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", otherwise known as Christopher Escobedo, Community Resources Director, or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, 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, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, 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 selected 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, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, 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, or assigned designee, 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, or assigned designee, 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, or assigned designee, 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 assigned designee, 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 assigned designee, 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, or assigned designee; 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, or assigned designee. 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, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, 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, or assigned designee. 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: Alexander Johnston
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

MATRIX CONSULTING GROUP
Attention: Richard Brady
1650 S. Amphlett Blvd., Ste. 213
San Mateo, CA 94402

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: _____
Name: Richard Brady
Title: President

JON MCMILLEN, 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

NOTE: (1) TWO SIGNATURES ARE REQUIRED IF A CORPORATION'S BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE STATE THAT TWO SIGNATURES ARE REQUIRED ON CONTRACTS, AGREEMENTS, AMENDMENTS, CHANGE ORDERS, ETC.

(2) CONTRACTING PARTY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTING PARTY'S BUSINESS ENTITY.

Exhibit A Scope of Services

1. Services to be Provided:

Analysis of Current Situation:

- Do the three fire station locations offer adequate coverage for the city?
 - Will future and approved developments trigger a need to expand coverage?
- Are current staffing levels and staffing types the most efficient and effective?
- How many calls for service does the La Quinta Fire department receive?
 - How many of these are within city limits?
 - How many are for mutual aid and in what jurisdiction?
 - How often is mutual aid utilized by the City and where does it respond from?
 - Are any of these resources included in the cost sharing agreement?
- Are the benefits of the ladder truck cost sharing agreement proportionate to the distribution of costs for all parties involved?
 - Which benefits were considered?

Analysis of the Following Options:

- Continue to operate with three fire stations and current staffing model.
- Identify an optimal service level for La Quinta Fire Department, based on calls for service, fire prevention and community programs.
- Is there a need for a fourth fire station in the Southeastern part of the city to expand coverage and lower response times?
 - Would a station outside of city limits provide better coverage for the region and still provide an improved response to the city?
 - What would be a potential cost sharing model given current and future needs of the city and surrounding communities?
- Will a new service model based on the number of calls in the city and the region be needed?
- Examine other alternative staffing models.

2. Performance Standards:

- November 5, 2019: Contract Award
- January 20, 2020: Draft Report Submittal
- February 17, 2020: Final Report Submittal
- March 3, 2020: City Council Presentation

Dates are subject to change upon mutual agreement by both parties.

ADDENDUM TO AGREEMENT
Re: Scope of Services

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-

FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. Payments shall be made in accordance with the provisions of Article 2.0 of the Agreement. In accordance with said Sections, City shall pay Contracting Party a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security to be paid to Contracting Party within sixty (60) days after final acceptance of the Services by the City Council of City, after Contracting Party has furnished City with a full release of all undisputed payments under this Agreement, if required by City. In the event there are any claims specifically excluded by Contracting Party from the operation of the release, City may retain proceeds (per Public Contract Code § 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contracting Party's obligations under the Agreement.

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated

damages for delay arising from the removal or relocation of such unidentified utility facilities.

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

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

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

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

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders,

bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. Liquidated Damages. Since the determination of actual damages for any delay in performance of the Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contracting Party shall be liable for and shall pay to City the sum of One Thousand dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Contracting Party any accrued liquidated damages.

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 not to exceed Thirty-Nine Thousand Nine Hundred Dollars (\$39,900) ("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.

	<u>Initial Term:</u>
"not to exceed" Year 1	\$39,900.00
	<u>Possible Extended Term:</u>
"not to exceed" Year 2	\$39,900.00

Exhibit C
Schedule of Performance

Contracting Party shall complete services identified in the Scope of Services, Exhibit A of this Agreement, as requested by City within the time allowed by the total contract sum.

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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. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of 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.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

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 with an edition prior to 1992. 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 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 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 selected 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 selected 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. This obligation 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.

City of La Quinta

CITY COUNCIL MEETING: December 3, 2019

STAFF REPORT

AGENDA TITLE: INTRODUCE AN ORDINANCE AT FIRST READING TO APPROVE ZONE CHANGE 2019-0002, AND ADOPT RESOLUTION TO APPROVE VARIANCE 2019-0001 AND SITE DEVELOPMENT PERMIT 2019-0002 FOR A 2,790 SQUARE-FOOT DRIVE-THROUGH FACILITY; CEQA: FIND THE PROJECT CONSISTENT WITH ENVIRONMENTAL ASSESSMENT 91-187 (2019-0002); PROJECT: STARBUCKS; LOCATION: NORTHWEST CORNER OF WASHINGTON STREET AND CALLE TAMPICO

RECOMMENDATION

- A. Move to take up Ordinance No. ____ by title and number only and waive further reading.
- B. Move to introduce at first reading, Ordinance No. ____ amending the Zoning Map from Neighborhood Commercial to Community Commercial for property identified as Assessor's Parcel Nos. 770-020-015 through 770-020-021 (ZC 2019-0002).
- C. Adopt a Resolution approving Variance 2019-0001 and Site Development Permit 2019-0002, and find the project consistent with Environmental Assessment 91-187, subject to the Findings and Conditions of Approval.

FISCAL IMPACT – None

EXECUTIVE SUMMARY

- The applicant is requesting to construct a 2,790-sf drive-through Starbucks building with an outdoor patio within the parking lot of the La Quinta Village Shopping Center (Center) (Attachment 1).
- In order to accommodate a drive-through, the applicant has proposed a Zone Change from Neighborhood Commercial (CN) to Community Commercial (CC) and requests a variance for the drive-through facility to be closer than the minimum 200 feet distance from residential and a reduction of the exit vehicle length.
- The Center was approved in April 1991 for a shopping center on the site via Plot Plan 91-456 (PP 91-456) and Environmental Assessment 91-197 (EA 91-187). A General Plan Amendment (GPA) and Zone Change (ZC) were also approved.

- PP 91-456 was amended in 1992 and 1994 to reduce the shopping center from 116,600 sf to 79,333 sf. The shopping center was built and exists under the 79,333-sf configuration.

BACKGROUND/ANALYSIS

The Center was approved in April 1991 for an approximate 116,660 sf shopping center on the site via PP 91-456 and EA 91-187. A GPA and ZC were also approved to allow for commercial uses. An amendment was approved in November 1992 to decrease the project size to 85,645 sf. A second amendment was approved in April 1994 to reduce to 79,333 sf and revise building and circulation configuration. The Center exists today under the configuration approved in the second amendment (Attachment 2).

Zone Change

The applicant requests ZC approval for the new proposed drive-through. The existing CN zone does not allow drive-throughs whereas the proposed CC zone does. The CN district is intended to meet the daily needs of a neighborhood area whereas the CC district is intended to meet the needs of a multi-neighborhood area. The project site's location serves multiple neighborhoods as it abuts existing apartment complexes and is in close proximity to the Cove, residential homes directly east of Washington Street, residential communities at the intersection of Washington Street and Avenue 50, and residential communities north and south of Avenue 52, including SilverRock. The property is similar in purpose and size to other CC sites throughout the City (Attachment 3).

The ZC would provide more uses than would be permitted by right or by use permit for the Center. This provides more options for activity within the Center, including the former Ralphs building which has been vacant since 2014. The ZC would not create nonconformities for any existing structures or uses. Attachment 4 highlights the changes to uses that would occur through the ZC.

Variance

The applicant requests a variance from drive-through facilities Section 9.100.270(A) and (G), as follows:

- No drive-through facility shall be permitted within 200 feet of any residentially zoned or used property. The applicant proposes to be 170 feet away.
- Exits from drive-through facilities shall be at least three vehicles in length. The applicant proposes the drive-through exit to be one vehicle in length.

Attachment 5 provides the applicant's variance statement and is summarized as follows:

- The 200-foot distance to residential zoned property requirement is not being met by a total of 30 feet to the closest residential property east of

Washington Street. There is a major arterial road, two screen walls, existing landscaping, and additional proposed landscaping that will create an adequate buffer.

- The exiting requirement is mitigated by the distance from the exit of the drive-through to the egress onto Washington Street. There is 138 feet of stacking room from the exit to Washington Street. The City's traffic engineer concurred with this statement and did not feel it would create an adverse impact on internal circulation or surrounding streets.
- Special circumstances exist with the parcel shape, location, and surrounding existing buildings and infrastructure that make it difficult to orient the building to meet distance and exit length standards. The building site is located within a narrow portion of a larger parcel and other orientations of the building are not feasible. (Attachment 2).

Site Development Permit

The applicant requests Site Development Permit (SDP) approval for the new 2,790-sf drive-through Starbucks. SDP approval is requested for landscaping and architectural design (Attachment 6).

Site Design

The building will consist of a 2,790-sf Starbucks coffee shop with a 700-sf outdoor dining patio and drive-through. The building reflects design similar and compatible with the surrounding buildings within the Center: sloped roofs with mission tiles, exterior plaster, and wood trellis, and will also incorporate stone veneer, a flat roof porch, and a light tan and brown color palette (Attachment 7).

The building meets all development standards of the CC zone, including setbacks, floor area ratio, and heights. The maximum height of 20'-8" meets the height requirements of the image corridor standards required due to proximity to Washington Street.

The building requires 35 parking spaces and the proposal includes 27 on site which include dedicated spaces for electric vehicles and Mobile Order Parking. The construction of the new building would entail removal of 27 existing parking spaces, which reduces the total parking spaces in the Center from 489 to 462, which is still well over the required 276 parking spaces for the entire 82,823-sf Center. Given the amount of parking spaces shared by all uses within the Center, which is nearly double the amount required, parking will be adequate.

The applicant prepared a traffic memo to analyze potential impacts the new drive-through building could have on surrounding streets, to the satisfaction of the City Engineer and City Traffic Engineer (Attachment 8). This memo considered the future reduced lane configuration of Calle Tampico. The drive-through configuration meets the drive-through standards of the City, except as previously mentioned in the requested variance.

Landscaping and Lighting

New landscaping is proposed within the project site. The landscaping along the Washington Street perimeter will remain as is (Attachment 6 – Page 11). The assorted species of plants and trees, including agaves, bougainvillea, and Mexican heather, add character to the proposed development, are consistent with desert landscaping palettes in the City and existing Center, and provide sufficient screening and accents around the vehicular circulation areas. The proposed shrubs along the drive-through stacking area provide sufficient screening and complements existing palms and wall along Washington Street.

The project will include parking lot LED light posts proposed at 26' in height, and building mounted lights well below the roof line. The City's Planning Commission (PC) commented on exploring options to reduce the light pole heights and making sure they do not exceed 26' in height. Per La Quinta Municipal Code Section 9.150.080(J), the light posts within the first 150 ft from Washington Street would be limited to a maximum height of 22' due to image corridor standards. The building mounted lights will be modern outdoor bronze sconces (Attachment 7). The photometric plan provided meets the City's parking lot lighting standards.

AGENCY AND PUBLIC REVIEW

Public Agency Review

This request was sent to all applicable City departments and affected public agencies on April 25, 2019. All written comments received are on file and available for review with the Design and Development Department. All applicable comments have been adequately addressed and/or incorporated in the recommended Conditions of Approval.

PC Review

At its regular meeting on November 12, 2019, the PC recommended approval of the project with additional conditions. PC was concerned with a lack of barrier between the outdoor patio and adjacent parking stalls and potential circulation issues with long queuing lines for the drive-through. PC made the following recommendations which have been incorporated:

- Amend Condition No.60 to add: "The final landscape plans shall include a low wall/barrier and planter-buffer between the parking lot and outdoor patio".
- Add Condition 69: "The applicant shall return to the PC within six (6) months of receiving a certificate of occupancy to review the implementation of the drive-through stacking, circulation, and directional signage, and the Planning Commission or applicant may propose any additional condition necessary or proper to improve such operation".

Public Notice

The public hearing notice was advertised in *The Desert Sun* newspaper on November 22, 2019 and was sent to property owners and occupants within a 500-foot radius of the project site. The applicant also noticed and hosted a community meeting on October 30, 2019 at Embassy Suites. No comments have been received as of this date.

ENVIRONMENTAL REVIEW

The Design and Development Department has determined that the proposed project is consistent with the mitigated negative declaration approved for Plot Plan 91-456 and Environmental Assessment 91-187, approved on April 16, 1991. This proposal increases the shopping center square feet to 82,823, which is still well under the original 116,600 sf analyzed by the original environmental assessment. The applicant prepared a traffic memo, on file with the Design and Development Department, that demonstrates no significant impacts from the drive-through facility.

Prepared by: Carlos Flores, Senior Planner

Approved by: Cheri Flores, Planning Manager

- Attachments:
1. Project Information
 2. Vicinity Map
 3. Zoning Map
 4. Highlighted Zone Change Use Changes
 5. Applicant Variance Justification
 6. Site Development Permit Plan Set
 7. Color and Material Board
 8. Traffic Memo

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ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING THE ZONING MAP FROM NEIGHBORHOOD COMMERCIAL TO COMMUNITY COMMERCIAL FOR ASSESSOR'S PARCEL NOS. 770-020-015 THROUGH 770-020-021

CASE NUMBER: ZONE CHANGE 2019-0002

APPLICANT: KAIDENCE GROUP

WHEREAS, the City Council of the City of La Quinta, California, did on the 3rd day of December, 2019, hold a duly noticed Public Hearing, to consider a request by Kaidence Group to amend the Zoning Map to Community Commercial for Assessor's Parcel Nos. 770-020-015 through 770-020-021; and

WHEREAS, the Design and Development Department published a public hearing notice in The Desert Sun newspaper on November 22, 2019 as prescribed by the Municipal Code. Public hearing notices were also mailed to all property owners within 500 feet of the site; and

WHEREAS, the Planning Commission of the City of La Quinta, California, held a duly notice Public Hearing on the 12th day of November, 2019, and after hearing and considering all testimony and arguments, if any, adopted Planning Commission Resolution 2019-011 to recommend to the City Council adoption of said Zone Change; and

WHEREAS, said Zone Change has complied with the requirements of "The Rules to Implement the California Environmental Quality Act of 1970" (CEQA) as amended (Resolution 83-63). The Design and Development department has determined that the proposed project is consistent with the mitigated negative declaration approved on April 16, 1991, for Plot Plan 91-456 and Environmental Assessment 91-187; and

WHEREAS, at said Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did make the following mandatory findings pursuant to Section 9.220.010 of the La Quinta Municipal Code to justify approval of said Zone Change from Neighborhood Commercial to Community Commercial:

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Zone Change 2019-0002
Starbucks
Adopted: December __, 2019
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1. Consistency with General Plan

The proposed development is consistent with the General Plan land use designation of General Commercial. The City's General Plan policies relating to General Commercial encourage a full range of commercial uses within the City, and the proposed use maintains those policies. The proposed project is consistent with the following Goals, Programs, and Policies:

- Goal LU-6 and ED-1 as it will contribute to a balanced and varied economic base which provides fiscal stability to the City and provide a broad range of goods and services to its residents and region. The Zone Change will allow for more options for the subject site to provide broader range of goods and services.
- Program CIR-1.12.a: Locate land uses that provide jobs and housing near each other to allow the use of alternative modes of travel and produce shorter work commutes. The project will have access to existing adjacent Villa Cortina Apartments and Seasons residential development, providing an opportunity for jobs and housing near each other. Housing developments are also to the south, west and east of the project site.
- Policy ED-1.2 as it will support and assist in the retention of existing businesses and the recruitment of new businesses. This proposal is for the retention of an existing Starbucks to construct a new building within the same shopping center. The Zone Change will allow for more uses within the center, opening up new opportunities for recruitment of new businesses. Drive-throughs are an attractive use in facilitating the recruitment of new businesses.
- Policy ED-1.3 as it will encourage the expansion of the Village as a specialty retail, dining and residential destination. The project site is located within the Village Build Out Plan, and the zone change allows the subject site to have more uses consistent with Village Commercial district, enhancing the Village area as a specialty retail, dining and residential destination.
- Policy ED-1.5 which states projects proposed on commercial land shall be evaluated for their job creating and revenue generating potential. This project will allow for more options

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Zone Change 2019-0002
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Adopted: December __, 2019
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for the subject site to allow for more job and revenue opportunities.

2. Public Welfare

Approval of the zone map change will not create conditions materially detrimental to the public health, safety and general welfare.

3. Land Use Compatibility

The new zoning is compatible with the zoning on adjacent properties. The project site is located within the Village Build Out Plan, and the zone change allows the subject site to have more uses consistent with the surrounding Village Commercial district. The new zoning district is intended to meet the needs of a multi-neighborhood area. The project site is located in an area that does serve multiple neighborhoods as it abuts existing apartment developments, is in close proximity to the Cove, residential homes east of Washington Street, residential communities on the intersection of Washington Street and Avenue 50, and residential communities north and south of Avenue 52, including future residential community at SilverRock. The property would be similar in purpose and size to other Community Commercial sites throughout the City.

4. Property Suitability

The new zoning is suitable and appropriate for the subject property. The project site is located within the Village Build Out Plan, and the zone change allows the subject site to have more uses consistent with the surrounding Village Commercial district. The new zoning district is intended to meet the needs of a multi-neighborhood area. The project site is located in an area that does serve multiple neighborhoods as it abuts existing apartment developments, is in close proximity to the Cove, residential homes east of Washington Street, residential communities on the intersection of Washington Street and Avenue 50, and residential communities north and south of Avenue 52, including future residential community at SilverRock. The property would be similar in purpose and size to other Community Commercial sites throughout the City.

5. Change in Circumstances.

Approval of the zone map change is warranted because the situation and the general conditions of the property have substantially changed

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since the existing zoning was imposed. The existing zoning was imposed in 1991. Since that time, the areas surrounding the subject site have developed into multiple residential neighborhoods and the nearby Village Commercial district has developed. The project site is located within the Village Build Out Plan, and the zone change allows the subject site to have more uses consistent with the surrounding Village Commercial district. The new zoning district is intended to meet the needs of a multi-neighborhood area, whereas the current zoning district is intended to serve a singular neighborhood area. The project site is located in an area that does serve multiple neighborhoods as it is in close proximity to the Cove, residential homes east of Washington Street, residential communities on the intersection of Washington Street and Avenue 50, and residential communities north and south of Avenue 52, including future residential community at SilverRock. The property would be similar in purpose and size to other Community Commercial sites throughout the City.

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

SECTION 1. That the above recitals are true and correct, constitute the Findings of the City Council for this project, and incorporated herein.

SECTION 2. That City Council finds this project consistent with Environmental Assessment 91-187.

SECTION 3. That it does hereby approve Zone Change 2019-0002, as depicted in Exhibit "A," incorporated herewith by this reference, for the reasons set forth in this Ordinance.

SECTION 4. **EFFECTIVE DATE:** This Ordinance shall be in full force and effect thirty (30) days after its adoption.

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

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SECTION 6. That the City Council does hereby grant the City Clerk the ability to make minor amendments to Exhibit "A" to ensure consistency of zone change prior to publication.

SECTION 7. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

PASSED, APPROVED, and ADOPTED at a regular meeting of the City of La Quinta City Council, held on this the ____ day of December, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

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APPROVED AS TO FORM:

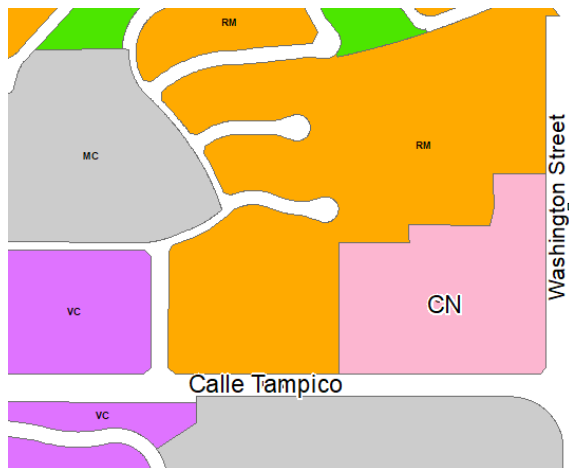
WILLIAM H. IHRKE, City Attorney
City of La Quinta, California

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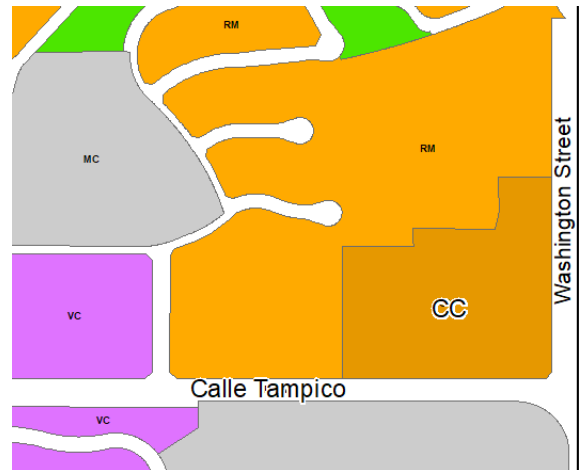
EXHIBIT A

ZONE CHANGE 2019-0002

Current zoning designation:
Neighborhood Commercial



Proposed zoning designation:
Community Commercial



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RESOLUTION NO. 2019 - XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING A VARIANCE AND SITE DEVELOPMENT PERMIT, FOR A NEW 2,790 SQUARE FOOT DRIVE-THROUGH STARBUCKS AND FIND THE PROJECT CONSISTENT WITH A PREVIOUSLY APPROVED ENVIRONMENTAL ASSESSMENT

CASE NUMBERS: VARIANCE 2019-0001, SITE DEVELOPMENT PERMIT 2019-0002, ENVIRONMENTAL ASSESSMENT 2019-0002

APPLICANT: KAIDENCE GROUP

WHEREAS, the City Council of the City of La Quinta, California did, on the 3rd day of December, 2019, hold a duly noticed Public Hearing, to consider a request by Kaidence Group for approval of a variance and site development permit, to allow for a new drive-through Starbucks coffee shop located at the northwest corner of Washington Street and Calle Tampico, more particularly described as:

APN: 770-020-015 through 770-020-021

WHEREAS, the Design and Development Department published a public hearing notice in The Desert Sun newspaper on November 22, 2019 as prescribed by the La Quinta Municipal Code (LQMC). Public hearing notices were also mailed to all property owners within 500 feet of the site; and,

WHEREAS, the Planning Commission of the City of La Quinta, California, held a duly noticed Public Hearing on the 12th day of November, 2019, and upon hearing and considering all testimony and arguments, if any, of interested persons desiring to be heard, said Planning Commission adopted Planning Commission Resolution 2019-011 to recommend to the City Council approval of Zone Change 2019-0002, Variance 2019-0001, Site Development Permit 2019-0002, and to find the project consistent with Environmental Assessment 91-187; and

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Variance 2019-0001

WHEREAS, at said Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did make the following mandatory findings pursuant to Section 9.210.030 of the LQMC to justify approval of said Variance:

1. Consistency with General Plan

The proposed development is consistent with the General Plan land use designation of General Commercial. The City's General Plan policies relating to General Commercial encourage a full range of commercial uses within the City, and the proposed use maintains those policies. The proposed project is consistent with the following Goals, Programs, and Policies:

- Goal LU-6 and ED-1 as it will contribute to a balanced and varied economic base which provides fiscal stability to the City and provide a broad range of goods and services to its residents and region.
- Goal LU-2 as the project consists of high quality design that complements and enhances the City. The design of project incorporates existing architectural style within commercial center but enhances it with modern architectural elements as well as stone veneer and wooden trellis.
- Program CIR-1.12.a: Locate land uses that provide jobs and housing near each other to allow the use of alternative modes of travel and produce shorter work commutes. The project will be developed with access to existing Villa Cortina Apartments and Seasons residential development, providing an opportunity for jobs and housing near each other. Housing developments are also to the south, west and east of the project site.
- Policy CIR-1.16 which requires continued implementation of the Image Corridor treatments throughout the City. This project maintains a height under 22 feet within the first 150 feet from Washington Street, an Image Corridor, which is consistent with the Image Corridor standards.
- Policy ED-1.2 as it will support and assist in the retention of existing businesses and the recruitment of new businesses. This proposal is for the retention of an existing Starbucks to construct a new building within the same shopping center.

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- Policy ED-1.5 which states projects proposed on commercial land shall be evaluated for their job creating and revenue generating potential. This project's scope and operations will create jobs and lead to annual sales tax for the City.

2. Consistency with Zoning Code

The proposed development, as conditioned, is consistent with the development standards of the City's Zoning Code and the purpose and intent of the Community Commercial District. The Community Commercial district is intended to meet the needs of a multi-neighborhood area. The project site is located in an area that does serve multiple neighborhoods as it abuts existing apartment developments, is in close proximity to the Cove, residential homes east of Washington Street, residential communities on the intersection of Washington Street and Avenue 50, and residential communities north and south of Avenue 52, including future residential communities at SilverRock.

3. Compliance with California Environmental Quality Act (CEQA)

The Design and Development Department has determined that the proposed project is consistent with the mitigated negative declaration approved for Plot Plan 91-456 and Environmental Assessment 91-187 and approved on April 16, 1991. As mentioned, the original approval approved a shopping center under a 116,600 square foot of commercial space build out. Subsequent amendments lowered this to 79,333 square feet, which is how it currently exists. This proposal increases the square footage to 82,823, which is still well under the original 116,600 square feet analyzed by the original environmental assessment.

4. Surrounding Uses

As conditioned, approval of the application will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties or land uses in the vicinity.

5. Special Circumstances

There are special circumstances applicable to the subject property, including size, shape, location and surrounding, which, when the zoning regulations are strictly applied, deprive the property of

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privileges enjoyed by other properties in the vicinity subject to the same zoning regulated. Special circumstances exist with the parcel and building shape, location, and surrounding existing building and facilities that require the proposed location to be the most feasible and make it difficult to orient the building to meet distance and exit queuing standards. This proposal is for construction of a new building within an existing shopping center which would not adhere to the following drive-through standards:

- No drive-through facility shall be permitted within two hundred feet of any residentially zoned or used property. The applicant proposes to be 170 feet away from such properties.
- Exits from drive-through facilities shall be at least three vehicles in length. The applicant proposes the exit to be one vehicle in length.

All other La Quinta Municipal Code development standards were met. Other orientations of the building were attempted but were difficult due to the limited configuration of the project parcel and location of existing buildings and infrastructure within the shopping center. The building site is located within a narrow portion of a larger parcel and other orientations of the building were not feasible.

6. Preservation of Property Rights

The granting of the variance is necessary for the preservation of a substantial property rights possessed by other property in the same vicinity and zoning district and otherwise denied to the subject property. The parcel and building shape, location, and surrounding existing building and facilities that require the proposed location to be the most feasible and make it difficult to orient the building to meet distance and exit queuing standards. The variance is needed to allow the applicant to develop their property through a use allowed in the same vicinity and zoning district.

7. No Special Privileges

The conditions of approval assure that the adjustment authorized will not constitute a grant of special privileges which are inconsistent with the limitations placed upon other properties in the vicinity subject to the same zoning regulations.

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8. No Land Use Variance

The approval does not authorize a land use or activity which is not permitted in the applicable zoning district. The applicant is proposing a zone change to Community Commercial which allows for drive-through restaurants.

Site Development Permit 2019-0002

WHEREAS, at said Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did make the following mandatory findings pursuant to Section 9.210.010 of the La Quinta Municipal Code to justify approval of said Site Development Permit:

1. Consistency with General Plan

The proposed development is consistent with the General Plan land use designation of General Commercial. The City's General Plan policies relating to General Commercial encourage a full range of commercial uses within the City, and the proposed use maintains those policies. The proposed project is consistent with the following Goals, Programs, and Policies:

- Goal LU-6 and ED-1 as it will contribute to a balanced and varied economic base which provides fiscal stability to the City and provide a broad range of goods and services to its residents and region.
- Goal LU-2 as the project consists of high quality design that complements and enhances the City. The design of the project incorporates the existing architectural style within commercial center but enhances it with modern architectural elements.
- Program CIR-1.12.a: Locate land uses that provide jobs and housing near each other to allow the use of alternative modes of travel and produce shorter work commutes. The project will be developed with access to existing Villa Cortina Apartments and Seasons residential development, providing an opportunity for jobs and housing near each other. The project is also located in close proximity to existing residential developments to the north, south, and east.

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- Policy CIR-1.16 which requires continued implementation of the Image Corridor treatments throughout the City. This project maintains a height under 22 feet within the first 150 feet from Washington Street, an Image Corridor, which is consistent with the Image Corridor standards.
- Policy ED-1.2 as it will support and assist in the retention of existing businesses and the recruitment of new businesses. This proposal is for the retention of an existing Starbucks to construct a new building within the same shopping center. Drive-throughs are an attractive use in facilitating recruitment of new businesses.
- Policy ED-1.5 which states projects proposed on commercial land shall be evaluated for their job creating and revenue generating potential. This project's scope and operations will create jobs and lead to annual sales tax for the City.

2. Consistency with Zoning Code

The proposed development, as conditioned, is consistent with the development standards of the City's Zoning Code and the purpose and intent of the Community Commercial District. The Community Commercial district is intended to meet the needs of a multi-neighborhood area. The project site is located in an area that serves multiple neighborhoods as it abuts existing apartment developments, is in close proximity to the Cove, residential homes east of Washington Street, residential communities on the intersection of Washington Street and Avenue 50, and residential communities north and south of Avenue 52, including future residential communities at SilverRock.

3. Compliance with CEQA

The Design and Development Department has determined that the proposed project is consistent with the mitigated negative declaration approved for Plot Plan 91-456 and Environmental Assessment 91-187 and approved on April 16, 1991. As mentioned, the original approval approved a shopping center under a 116,600 square foot of commercial space build out. Subsequent amendments reduced this to 79,333 square feet, which is how it currently exists. This proposal increases the square footage to 82,823, which is still well under the original 116,600 square feet analyzed by the original environmental assessment.

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4. Architectural Design

The architecture and layout of the project is compatible with, and not detrimental to, the existing surrounding commercial land uses, the existing commercial buildings within the shopping center, and is consistent with the development standards in the Municipal Code.

5. Site Design

The site design of the project is compatible with surrounding development and with the quality of design prevalent in the City.

6. Landscape Design

The proposed project is consistent with the landscaping standards and plant palette and implements the standards for landscaping and aesthetics established in the General Plan and Zoning Code. Landscape improvements are designed and sized to provide visual appeal. The permanent overall site landscaping utilizes various tree and shrub species to enhance the building architecture, be compatible with existing landscaping surrounding the building, and helps provide adequate screening for the drive-through.

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

SECTION 1. That the above recitals are true and correct, and constitute the Findings of the City Council for this project.

SECTION 2. The City Council finds the project consistent with Environmental Assessment 91-187.

SECTION 3. The City Council does hereby approve Site Development Permit 2019-0002, for the reasons set forth in this Resolution and subject to the attached Conditions of Approval, incorporated herewith.

SECTION 4. The City Council does hereby approve Variance 2019-0001, for the reasons set forth in this Resolution.

SECTION 5. **EFFECTIVE DATE:** This Resolution shall go into effect concurrent with Ordinance No. 582, introduced at the December 3rd, 2019, regular Council meeting.

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PASSED, APPROVED, and ADOPTED at a regular meeting of the City of La Quinta City Council, held on this the 3rd day of December, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

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GENERAL

1. The applicant agrees to defend, indemnify and hold harmless the City of La Quinta ("City"), its agents, officers and employees from any claim, action or proceeding to attack, set aside, void, or annul the approval of this Site Development Permit. The City shall have sole discretion in selecting its defense counsel.

The City shall promptly notify the applicant of any claim, action or proceeding and shall cooperate fully in the defense.

2. Site Development Permit 2019-0002 shall comply with all applicable conditions and/or mitigation measures for the following related approvals:

Environmental Assessment 2019-0002
Variance 2019-0001
Zone Change 2019-0002
Plot Plan 91-456, Amendments 1 and 2
Environmental Assessment 91-187

In the event of any conflict(s) between approval conditions and/or provisions of these approvals, the Design and Development Director shall adjudicate the conflict by determining the precedence.

3. Prior to the issuance of any grading, construction, or building permit by the City, the applicant shall obtain any necessary clearances and/or permits from the following agencies, if required:

- Riverside County Fire Marshal
- La Quinta Development Division (Grading Permit, Green Sheet (Public Works Clearance) for Building Permits, Water Quality Management Plan (WQMP) Exemption Form – Whitewater River Region, Improvement Permit)
- La Quinta Planning Division
- Riverside Co. Environmental Health Department
- Desert Sands Unified School District (DSUSD)
- Coachella Valley Water District (CVWD)
- Imperial Irrigation District (IID)
- California Regional Water Quality Control Board (CRWQCB)
- State Water Resources Control Board
- SunLine Transit Agency (SunLine)

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- South Coast Air Quality Management District Coachella Valley (SCAQMD)

The applicant is responsible for all requirements of the permits and/or clearances from the above listed agencies. When these requirements include approval of improvement plans, the applicant shall furnish proof of such approvals when submitting those improvements plans for City approval.

4. Coverage under the State of California Construction General Permit must be obtained by the applicant; who then shall submit a copy of the Regional Water Quality Control Board's ("RWQCB") acknowledgment of the applicant's Notice of Intent ("NOI") and Waste Discharger Identification (WDID) number to the City prior to the issuance of a grading or building permit.
5. The applicant shall comply with applicable provisions of the City's NPDES stormwater discharge permit, LQMC Sections 8.70.010 et seq. (Stormwater Management and Discharge Controls), and 13.24.170 (Clean Air/Clean Water); Riverside County Ordinance No. 457; the California Regional Water Quality Control Board – Colorado River Basin Region Board Order No. R7-2013-0011 and the State Water Resources Control Board's Order No. 2012-0006-DWQ.
 - A. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the Permittee shall be required to submit a Storm Water Pollution Protection Plan ("SWPPP") to the State Water Resources Control Board.

The applicant or design professional can obtain the California Stormwater Quality Association SWPPP template at www.cabmphandbooks.com for use in their SWPPP preparation.

- B. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City.
- C. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs") (LQMC Section 8.70.020 (Definitions)):
 - 1) Temporary Soil Stabilization (erosion control).
 - 2) Temporary Sediment Control.
 - 3) Wind Erosion Control.

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- 4) Tracking Control.
 - 5) Non-Storm Water Management.
 - 6) Waste Management and Materials Pollution Control.
- D. All erosion and sediment control BMPs proposed by the applicant shall be approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project.
- E. The SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City Council.
- F. The provision for the funding and perpetual maintenance and operation of all post-construction BMPs as required.
6. Developer shall reimburse the City, within thirty (30) days of presentment of the invoice, all costs and actual attorney's fees incurred by the City Attorney to review, negotiate and/or modify any documents or instruments required by these conditions, if Developer requests that the City modify or revise any documents or instruments prepared initially by the City to effect these conditions. This obligation shall be paid in the time noted above without deduction or offset and Developer's failure to make such payment shall be a material breach of the Conditions of Approval.
7. Developer shall reimburse the City, within thirty (30) days of presentment of the invoice, all costs and actual consultant's fees incurred by the City for engineering and/or surveying consultants to review and/or modify any documents or instruments required by this project. This obligation shall be paid in the time noted above without deduction or offset and Developer's failure to make such payment shall be a material breach of the Conditions of Approval.

PROPERTY RIGHTS

8. Prior to issuance of any permit(s), the applicant shall acquire or confer easements and other property rights necessary for the construction or proper functioning of the proposed development. Conferred rights shall include irrevocable offers to dedicate or grant access easements to the City for emergency services and for maintenance, construction and reconstruction of essential improvements. Said conferred rights shall also include grant of access easement to the City of La Quinta for the purpose of graffiti removal by City staff or assigned agent in perpetuity and agreement to the method to remove graffiti and to paint over to best match existing.

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9. Pursuant to the aforementioned condition, conferred rights shall include property rights necessary for construction and proper functioning of the proposed development not limited to access rights over proposed and/or existing parking lot that access public streets and open space/drainage facilities.
10. Direct vehicular access to Washington Street and Calle Tampico is restricted, except for those access points identified on the Site Development Permit, or as otherwise conditioned in these conditions of approval.
11. The applicant shall furnish proof of easements, or written permission, as appropriate, from those owners of all abutting properties on which grading, retaining wall construction, permanent slopes, or other encroachments will occur.
12. The applicant shall cause no easement to be granted, or recorded, over any portion of the subject property unless such easement is approved by the City Engineer.

PARKING LOTS and ACCESS POINTS

13. The design of parking facilities shall conform to LQMC Chapter 9.150 and in particular the following:
 - A. The parking stall and aisle widths and the double hairpin stripe parking space design shall conform to LQMC Chapter 9.150.
 - B. Cross slopes should be a maximum of 2% where ADA accessibility is required including accessibility routes between buildings.
 - C. Building access points shall be shown on the Precise Grading Plans to evaluate ADA accessibility issues.
 - D. Accessibility routes to public streets and adjacent development shall be shown on the Precise Grading Plan.
 - E. Parking space lengths shall be according to LQMC Chapter 9.150 and be a minimum of 18 feet in length with a 2-foot overhang for all parking spaces or as approved by the City Engineer. One van accessible parking space is required per 6 accessible parking spaces.
 - F. Drive aisles between parking spaces shall be a minimum of 26 feet with access drive aisles to Public Streets a minimum of 28 feet as shown on

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the Preliminary Precise Grading Plan or as approved by the City Engineer.

Entry drives, main interior circulation routes, corner cutbacks, bus turnouts, dedicated turn lanes, ADA accessibility route to public streets and other features shown on the approved construction plans, may require additional street widths and other improvements as may be determined by the City Engineer.

14. The applicant shall design street pavement sections using CalTrans' design procedure for 20-year life pavement, and the site-specific data for soil strength and anticipated traffic loading (including construction traffic). Minimum structural sections shall be as follows:

Parking Lot & Aisles (Low Traffic)	3.0" a.c./4.5" c.a.b.
Parking Lot & Aisles (High Traffic)	4.5" a.c./5.5" c.a.b.
Loading Areas	6" P.C.C./4" c.a.b.

or the approved equivalents of alternate materials.

15. The applicant shall submit current mix designs (less than two years old at the time of construction) for base, asphalt concrete and Portland cement concrete. The submittal shall include test results for all specimens used in the mix design procedure. For mix designs over six months old, the submittal shall include recent (less than six months old at the time of construction) aggregate gradation test results confirming that design gradations can be achieved in current production. The applicant shall not schedule construction operations until mix designs are approved.
16. Improvements shall include appurtenances such as traffic control signs, markings and other devices, raised medians if required, street name signs and sidewalks.
17. Improvements shall be designed and constructed in accordance with City adopted standards, supplemental drawings and specifications, or as approved by the City Engineer. Improvement plans for streets, access gates and parking areas shall be stamped and signed by engineers registered in California.

IMPROVEMENT PLANS

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As used throughout these Conditions of Approval, professional titles such as "engineer," "surveyor," and "architect," refer to persons currently certified or licensed to practice their respective professions in the State of California.

18. Improvement plans shall be prepared by or under the direct supervision of qualified engineers and/or architects, as appropriate, and shall comply with the provisions of LQMC Section 13.24.040 (Improvement Plans).
19. The following improvement plans shall be prepared and submitted for review and approval by the Design and Development Department. A separate set of plans for each line item specified below shall be prepared. The plans shall utilize the minimum scale specified, unless otherwise authorized by the City Engineer in writing. Plans may be prepared at a larger scale if additional detail or plan clarity is desired. Note, the applicant may be required to prepare other improvement plans not listed here pursuant to improvements required by other agencies and utility purveyors.
 - A. Final WQMP (Plan submitted in Report Form)
 - B. On-Site Precise Grading Plan 1" = 20' Horizontal

NOTE: A through B to be submitted concurrently.

(Separate Storm Drain Plans if applicable)

Other engineered improvement plans prepared for City approval that are not listed above shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

"On-Site Precise Grading" plan is required to be submitted for approval by the Building Official, Design and Development Director, and the City Engineer.

"On-Site Precise Grading" plans shall normally include all on-site surface improvements including but not necessarily limited to finish grades for curbs & gutters, building floor elevations, parking lot improvements and accessibility requirements.

All On-Site Signing & Striping Plans shall show, at a minimum; Stop Signs, Limit Lines and Legends, No Parking Signs, Raised Pavement Markers (including Blue RPMs at fire hydrants) and Street Name Signs per Public Works Standard Plans and/or as approved by the City Engineer.

20. The City maintains standard plans, detail sheets and/or construction notes for elements of construction which can be accessed via the Public Works

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Development "Plans, Notes and Design Guidance" section of the City website (www.laquintaca.gov). Please navigate to the Design and Development Department home page and look for the Standard Drawings hyperlink.

21. The applicant shall furnish a complete set of all approved improvement plans on a storage media acceptable to the City Engineer.
22. Upon completion of construction, and prior to final acceptance of the improvements by the City, the applicant shall furnish the City with reproducible record drawings of all improvement plans which were approved by the City. Each sheet shall be clearly marked "Record Drawing" and shall be stamped and signed by the engineer or surveyor certifying to the accuracy and completeness of the drawings. The applicant shall have all approved mylars previously submitted to the City, revised to reflect the as-built conditions. The applicant shall employ or retain the Engineer of Record during the construction phase of the project so that the EOR can make site visits in support of preparing "Record Drawing". However, if subsequent approved revisions have been approved by the City Engineer and reflect said "Record Drawing" conditions, the Engineer of Record may submit a letter attesting to said fact to the City Engineer in lieu of mylar submittal.

GRADING

23. The applicant shall comply with the provisions of LQMC Section 13.24.050 (Grading Improvements).
24. Prior to occupancy of the project site for any construction, or other purposes, the applicant shall obtain a grading permit approved by the City Engineer.
25. To obtain an approved grading permit, the applicant shall submit and obtain approval of all of the following:
 - A. A grading plan prepared by a civil engineer registered in the State of California,
 - B. A preliminary geotechnical ("soils") report prepared by an engineer registered in the State of California,
 - C. A Fugitive Dust Control Plan prepared in accordance with LQMC Chapter 6.16, (Fugitive Dust Control), and
 - D. A Best Management Practices report prepared in accordance with LQMC Sections 8.70.010 and 13.24.170 (NPDES Stormwater Discharge Permit and Storm Management and Discharge Controls).

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- E. A WQMP prepared by an appropriate professional registered in the State of California.

All grading shall conform with the recommendations contained in the Preliminary Soils Report, and shall be certified as being adequate by soils engineer, or engineering geologist registered in the State of California.

The applicant shall furnish security, in a form acceptable to the City, and in an amount sufficient to guarantee compliance with the approved Fugitive Dust Control Plan provisions as submitted with its application for a grading permit. Additionally, the applicant shall replenish said security if expended by the City of La Quinta to comply with the Plan as required by the City Engineer.

26. The applicant shall maintain all open graded, undeveloped land in order to prevent wind and/or water erosion of such land. All open graded, undeveloped land shall either be planted with interim landscaping, or stabilized with such other erosion control measures, as were approved in the Fugitive Dust Control Plan.
27. Grading within the perimeter setback and parkway areas shall have undulating terrain and shall conform with the requirements of LQMC Section 9.60.240(F) except as otherwise modified by this condition. The maximum slope shall not exceed 3:1 anywhere in the landscape setback area, except for the backslope (i.e. the slope at the back of the landscape lot) which shall not exceed 2:1 if fully planted with ground cover. The maximum slope in the first six (6) feet adjacent to the curb shall not exceed 4:1 when the nearest edge of sidewalk is within six feet (6') of the curb, otherwise the maximum slope within the right of way shall not exceed 3:1. All unpaved parkway areas adjacent to the curb shall be depressed one and one-half inches (1.5") in the first eighteen inches (18") behind the curb.
28. Building pad elevations on the grading plan submitted for City Engineer's approval shall conform with pad elevations shown on the Site Development Permit preliminary plan, unless the pad elevations have other requirements imposed elsewhere in these Conditions of Approval, or as approved by the City Engineer.
29. Building pad elevations of perimeter lots shall not differ by more than one foot higher from the building pads in adjacent developments.
30. Prior to any site grading or regrading that will raise or lower any portion of the site by more than plus or minus half of a foot (0.5') from the elevations shown on the approved Site Development Permit, the applicant shall submit the proposed grading changes to the City Engineer for a substantial conformance

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review.

31. Prior to the issuance of a building permit for any building lot, the applicant shall provide a lot pad certification stamped and signed by a qualified engineer or surveyor with applicable compaction tests and over excavation documentation.

Each pad certification shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. Such pad certification shall also list the relative compaction of the pad soil.

DRAINAGE

32. Stormwater handling shall conform with the approved hydrology and drainage reports for the La Quinta Starbucks (SDP2019-0002), or as approved by the City Engineer.

Nuisance water shall be retained onsite and disposed of via an underground percolation improvement approved by the City Engineer.

33. The applicant shall comply with the provisions of LQMC Section 13.24.120 (Drainage), Retention Basin Design Criteria, Engineering Bulletin No. 06-16 – Hydrology Report with Preliminary Hydraulic Report Criteria for Storm Drain Systems and Engineering Bulletin No. 06-015 - Underground Retention Basin Design Requirements. More specifically, stormwater falling on site during the 100-year storm shall be retained within the development, unless otherwise approved by the City Engineer. The design storm shall be either the 1-hour, 3-hour, 6-hour or 24-hour event producing the greatest total run off.
34. Nuisance water shall be retained on site. Nuisance water shall be disposed of per approved methods contained in Engineering Bulletin No. 06-16 – Hydrology Report with Preliminary Hydraulic Report Criteria for Storm Drain Systems and Engineering Bulletin No. 06-015 - Underground Retention Basin Design Requirements.
35. In design of retention facilities, the maximum percolation rate shall be two inches per hour. The percolation rate will be considered to be zero unless the applicant provides site specific data indicating otherwise and as approved by the City Engineer.
36. The project shall be designed to accommodate purging and blowoff water (through underground piping and/or retention facilities) from any on-site or adjacent well sites granted or dedicated to the local water utility authority as a

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requirement for development of this property.

37. No fence or wall shall be constructed around any retention basin unless approved by the Planning Director and the City Engineer.
38. For on-site above ground common retention basins, retention depth shall be according to Engineering Bulletin No. 06-16 – Hydrology Report with Preliminary Hydraulic Report Criteria for Storm Drain Systems. Side slopes shall not exceed 3:1 and shall be planted with maintenance free ground cover. Additionally, retention basin widths shall be not less than 20 feet at the bottom of the basin.
39. Stormwater may not be retained in landscaped parkways or landscaped setback lots. Only incidental storm water (precipitation which directly falls onto the setback) will be permitted to be retained in the landscape setback areas. The perimeter setback and parkway areas in the street right-of-way shall be shaped with berms and mounds, pursuant to LQMC Section 9.100.040(B)(7).
40. The design of the development shall not cause any increase in flood boundaries and levels in any area outside the development.
41. The development shall be graded to permit storm flow in excess of retention capacity to flow out of the development through a designated overflow and into the historic drainage relief route.
42. Storm drainage historically received from adjoining property shall be received and retained or passed through into the historic downstream drainage relief route.
43. The applicant shall comply with applicable provisions for post construction runoff per the City's NPDES stormwater discharge permit, LQMC Sections 8.70.010 et seq. (Stormwater Management and Discharge Controls), and 13.24.170 (Clean Air/Clean Water); Riverside County Ordinance No. 457; and the California Regional Water Quality Control Board – Colorado River Basin (CRWQCB-CRB) Region Board Order No. R7-2013-0011.
 - A. For post-construction urban runoff from New Development and Redevelopments Projects, the applicant shall implement requirements of the NPDES permit for the design, construction and perpetual operation and maintenance of BMPs per the approved Water Quality Management Plan (WQMP) for the project as required by the California Regional Water Quality Control Board – Colorado River Basin (CRWQCB-CRB) Region Board Order No. R7-2013-0011.

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- B. The applicant shall implement the WQMP Design Standards per (CRWQCB-CRB) Region Board Order No. R7-2013-0011 utilizing BMPs approved by the City Engineer. A project specific WQMP shall be provided which incorporates Site Design and Treatment BMPs utilizing first flush infiltration as a preferred method of NPDES Permit Compliance for Whitewater River receiving water, as applicable.
- C. The developer shall execute and record a Stormwater Management/BMP Facilities Agreement that provides for the perpetual maintenance and operation of all post-construction stormwater BMPs.

UTILITIES

- 44. The applicant shall comply with the provisions of LQMC Section 13.24.110 (Utilities).
- 45. The applicant shall obtain the approval of the City Engineer for the location of all utility lines within any right-of-way, and all above-ground utility structures including, but not limited to, traffic signal cabinets, electric vaults, water valves, and telephone stands, to ensure optimum placement for practical and aesthetic purposes.
- 46. Underground utilities shall be installed prior to overlying hardscape. For installation of utilities in existing improved streets, the applicant shall comply with trench restoration requirements maintained, or required by the City Engineer.

The applicant shall provide certified reports of all utility trench compaction for approval by the City Engineer. Additionally, grease traps and the maintenance thereof shall be located as to not conflict with access aisles/entrances.

RIVERSIDE COUNTY FIRE MARSHAL

- 47. A set of building plans shall be submitted to the Fire Marshal's office for review
- 48. A fire flow letter will need to be submitted no or before building plan submittal. A minimum of 1,750 gpm for a 2-hour duration at 20 psi residual is required.
- 49. A water review will need to be assessed to dictate the need to ad an additional fire hydrant to protect new proposed structure.

CONSTRUCTION

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50. Project address location shall be updated to 50951 Washington Street as assigned by the Building Division. If alternate address is requested, please provide formal request to the City's Building Official.
51. Plans shall be prepared to the applicable code at the time of submittal for the building permit, currently the 2016 California Building Standards, but will change to the 2019 California Building standards as of January 2020.
52. Any building, structure, facility, complex or improved area, or portions thereof, which are used by the general public shall be provided barrier free design to ensure that these improvements are accessible to and usable by persons with disabilities. Plans shall fully detail how the proposed facility complies with the California Accessibility Standards defined in Title 24 Chapter 11B and Federal ADA Regulations. More information is available through the States website as part of AB 3002 here: <https://www.dgs.ca.gov/DSA/Resources/Page-Content/Resources-List-Folder/AB-3002>
53. The City will conduct final inspections of habitable buildings only when the buildings have improved street and (if required) sidewalk access to publicly-maintained streets. The improvements shall include required traffic control devices, pavement markings and street name signs.

LANDSCAPE AND IRRIGATION

54. The applicant shall comply with LQMC Sections 13.24.130 (Landscaping Setbacks) & 13.24.140 (Landscaping Plans).
55. Landscape and irrigation plans for landscaped lots and setbacks, medians, retention basins, and parks shall be signed and stamped by a licensed landscape architect.
56. All new and modified landscape areas shall have landscaping and permanent irrigation improvements in compliance with the City's Water Efficient Landscape regulations contained in LQMC Section 8.13 (Water Efficient Landscape).
57. Lighting plans shall be submitted with the final landscaping plans for a recommendation to the Design and Development Director for his approval. Exterior lighting shall be consistent with LQMC Section 9.100.150 (Outdoor Lighting). All freestanding lighting shall not exceed 18 feet in height, and shall be fitted with a visor if deemed necessary by staff to minimize trespass of light off the property. The illuminated carports shall be included in the photometric study as part of the final lighting plan submittal.

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58. All water features shall be designed to minimize "splash", and use high efficiency pumps and lighting to the satisfaction of the Design and Development Director. They shall be included in the landscape plan water efficiency calculations per Municipal Code Chapter 8.13.
59. All rooftop mechanical equipment shall be completely screened from view. Utility transformers or other ground mounted mechanical equipment shall be fully screened with a screening wall or landscaping and painted to match the adjacent buildings.
60. The applicant shall submit the final landscape plans for review, processing and approval to the Design and Development Department, in accordance with the Final Landscape Plan application process. Design and Development Director approval of the final landscape plans is required prior to issuance of the first building permit unless the Design and Development Director determines extenuating circumstances exist which justifies an alternative processing schedule. The final landscape plans shall include a low wall/barrier and planter-buffer between the parking lot and outdoor patio.

NOTE: Plans are not approved for construction until signed by the appropriate City official, including the Design and Development Director and/or City Engineer.

61. The applicant or his agent has the responsibility for proper sight distance requirements per guidelines in the AASHTO "A Policy on Geometric Design of Highways and Streets, 5th Edition" or latest, in the design and/or installation of all landscaping and appurtenances abutting and within the private and public street right-of-way.
62. The final design of the perimeter landscaping, particularly the perimeter wall, shall be included with the Final Landscape Plan submittal.

PUBLIC SERVICES

63. The applicant shall provide public transit improvements if required by SunLine Transit Agency and approved by the City Engineer.
64. Consistent with the letter provided by Sunline dated May 3, 2019, the existing bus stop #869 located on the northwest corner of Calle Tampico and Washington Street could be impacted by the improvement project. According to the proposed plans, bus stop #869 may need to be temporarily closed while work is being performed at that located. Contractor performing work shall contact Sunline at least thirty (30) days in advance of work commencing so arrangements can be made to have the existing amenities closed or removed.

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MAINTENANCE

65. The applicant shall comply with the provisions of LQMC Section 13.24.160 (Maintenance).
66. The applicant shall make provisions for the continuous and perpetual maintenance of all private on-site improvements, perimeter landscaping up to the curb, access drives, sidewalks, and stormwater BMPs.

FEES AND DEPOSITS

67. The applicant shall comply with the provisions of LQMC Section 13.24.180 (Fees and Deposits). These fees include all deposits and fees required by the City for plan checking and construction inspection. Deposits and fee amounts shall be those in effect when the applicant makes application for plan check and permits.
68. Permits issued under this approval shall be subject to the provisions of the Development Impact Fee and Transportation Uniform Mitigation Fee programs in effect at the time of issuance of building permit(s).
69. The applicant shall return to the Planning Commission within six (6) months of receiving a certificate of occupancy to review the implementation of the drive-through stacking, circulation, and directional signage and the Planning Commission or applicant may propose any additional condition necessary or proper to improve such operation.

Project Information

CASE NUMBER: SITE DEVELOPMENT PERMIT 2019-0002
ZONE CHANGE 2019-0002
VARIANCE 2019-0001
ENVIRONMENTAL ASSESSMENT 2019-0002

APPLICANT: KAIDENCE GROUP

PROPERTY OWNER: LQ INVESTMENTS

REQUEST: INTRODUCE AN ORDINANCE AT FIRST READING TO APPROVE ZONE CHANGE AND ADOPT RESOLUTION TO APPROVE VARIANCE AND SITE DEVELOPMENT PERMIT FOR A 2,790 SQUARE-FOOT DRIVE THROUGH FACILITY AND FIND THE PROJECT CONSISTENT WITH ENVIRONMENTAL ASSESSMENT 91-187

LOCATION: NORTHWEST CORNER OF WASHINGTON STREET AND CALLE TAMPICO
APNs: 770-020-15 THROUGH 770-020-021

GENERAL PLAN DESIGNATION: GENERAL COMMERCIAL

ZONING DESIGNATION: NEIGHBORHOOD COMMERCIAL (PROPOSED CHANGE TO COMMUNITY COMMERCIAL)

SURROUNDING ZONING/LAND USES:

NORTH:	MEDIUM DENSITY RESIDENTIAL EXISTING RESIDENTIAL
SOUTH:	MAJOR COMMUNITY FACILITIES CITY HALL
EAST:	LOW DENSITY RESIDENTIAL EXISTING RESIDENTIAL
WEST:	MEDIUM DENSITY RESIDENTIAL EXISTING RESIDENTIAL

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9.80.020 Table of permitted uses.

A. Uses and Structures Permitted. Table 9-5, Permitted Uses in Nonresidential Districts, following, specifies those uses and structures which are permitted within each nonresidential district. The letters in the columns beneath the district designations mean the following:

1. “P”: Permitted as a principal use within the district.
2. “A”: Permitted only if accessory to the principal use on the site.
3. “C”: Permitted as a principal or accessory use if a conditional use permit is approved.
4. “M”: Permitted if a minor use permit is approved.
5. “T”: Permitted as a temporary use only.
6. “X”: Prohibited in the district.
7. “S”: Permitted under a specific plan.

B. Uses Not Listed in Table. Land uses which are not listed in Table 9-5 are not permitted unless the planning or the planning commission determines that such use is within one of the permitted use categories listed (e.g., principal use, conditional use, etc.) in accordance with Section 9.20.040.

Table 9-5 Permitted Uses in Nonresidential Districts

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
Retail Uses								
Retail stores under 10,000 sq. ft. floor area per business	P	P	P	P	P	P	X	P
Retail stores ¹ , 10,000—50,000 sq. ft. floor area	P	P	P	P	X	X	X	P
Retail stores ¹ , over 50,000 sq. ft. floor area	P	C	M	X	X	X	X	X
Food, liquor and convenience	P	A	P	P	A	A	X	P

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
stores under 10,000 sq. ft. floor area, open less than 18 hours/day ²								
Food, liquor and convenience stores under 10,000 sq. ft. floor area, open 18 or more hours/day ²	M	X	M	M	M	X	X	M
Plant nurseries and garden supply stores, with no propagation of plants on the premises, subject to Section 9.100.120 (Outdoor storage and display)	P	X	P	P	X	X	X	P
Showroom/catalog stores, without substantial on-site inventory	P	P	P	X	X	X	X	X
General Services								
Barbershops, beauty, nail and tanning salons and similar uses	P	A	P	P	P	A	X	P
Miscellaneous services such as travel services, photo and video services, shoe repair, appliance repair, and similar uses	P	A	P	P	P	A	X	P

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
Laundromats and dry cleaners, except central cleaning plants	P	X	P	P	P	X	X	M
Printing, blueprinting and copy services	P	P	P	P	P	P	X	P
Pet grooming—without overnight boarding	P	X	P	P	P	X	X	P
Office and Health Services								
Banks	P	X	P	P	P	P	X	P
General and professional offices	P	P	P	P	P	P	P	P
Medical offices—physicians, dentists, optometrists, chiropractors and similar practitioners, 3 or fewer offices in one building	P	P	P	P	P	P	X	P
Medical centers/clinics—four or more offices in one building	P	X	P	C	X	P	X	P
Surgicenters/medical clinics	P	P	P	C	X	P	X	X
Hospitals	C	X	X	X	X	X	C	X
Convalescent hospitals	C	X	C	X	X	X	C	X
Veterinary clinics/animal hospitals and pet boarding (indoor only)	M	M	M	M	X	X	X	M
Dining, Drinking and Entertainment Uses								

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
Restaurants, other than drive-through	P	A	P	P	P	X	A	P
Restaurants, drive-through	P	A	P	X	P	X	X	X
Restaurants, counter take-out with ancillary seating, such as yogurt, ice cream, pastry shops and similar	P	P	P	P	P	X	A	P
Bars and cocktail lounges	M	M	M	M	M	X	X	M
Dance clubs and nightclubs	C	C	C	X	C	X	X	C
Dancing or live entertainment as an accessory use	A	A	A	A	A	X	X	A
Theaters, live or motion picture	P	X	M	M	M	X	A	M
Tobacco shops without onsite smoking, as per the provisions of the Health and Sanitation Code	P	X	P	P	A	X	X	P
Cigar lounges, hookah bars, and similar uses with onsite smoking, as per the provisions of the Health and Sanitation Code	M	X	M	M	A	X	X	M
Recreation Uses								
Bowling alleys	P	X	P	X	P	X	X	C
Pool or billiard centers as a principal use	C	C	C	X	C	X	X	C

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
Pool or billiard tables as accessory use (3 tables or less)	A	A	A	A	A	A	X	A
Game machines as an accessory use	A	A	A	A	A	A	X	A
Golf courses and country clubs (see GC district permitted uses, Chapter 9.120)	X	X	X	X	A	X	X	X
Driving range unlighted	P	A	C	X	P	A	P	X
Tennis clubs or complexes	C	A	C	X	X	A	C	X
Health clubs, martial arts studios, and dance studios, 5,000 sq. ft. floor area or less	P	P	P	P	P	P	P	P
Health clubs, martial arts studios, and dance studios, over 5,000 sq. ft. floor area	M	M	M	M	M	M	M	M
Libraries	P	P	P	P	P	P	P	P
Museum	P	P	P	P	P	P	P	P
Arts and crafts studios, including classes	P	P	P	P	P	P	P	P
Parks, unlighted playfields and open space	P	P	P	P	P	P	P	P
Lighted playfields	X	X	X	X	X	X	C	C
Bicycle, equestrian and	P	P	P	P	P	P	P	P

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
hiking trails								
Indoor pistol or rifle ranges	X	C	X	X	X	X	X	X
Miniature golf/recreation centers	M	X	X	X	M	X	X	X
Ice skating rinks	M	M	M	X	M	X	M	X
Assembly Uses								
Lodges, union halls, social clubs and community centers	P	P	P	P	X	X	P	P
Churches, temples and other places of worship	M	M	M	M	X	M	X	M
Mortuaries and funeral homes	M	M	M	X	X	X	X	X
Public and Semipublic Uses								
Fire stations	P	P	P	P	P	P	P	P
Government offices and police stations	P	P	P	P	P	P	P	P
Communication towers and equipment (freestanding, new towers) subject to Chapter 9.170	C	C	C	C	C	C	C	C
Communication towers and equipment (co-location, mounted to existing facility) subject to Chapter 9.170	M	M	M	M	M	M	M	M
Electrical substations	X	M	X	X	X	X	M	X
Water wells and pumping	P	P	P	P	P	P	P	P

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
stations								
Reservoirs and water tanks	X	X	X	X	X	X	P	X
Public flood control facilities and devices	P	P	P	P	P	P	P	P
Colleges and universities	C	M	X	X	X	M	C	C
Vocational schools, e.g., barber, beauty and similar	M	C	C	X	X	C	C	C
Private elementary, intermediate and high schools	C	C	C	C	C	C	C	C
Helicopter pads	X	X	X	X	C	X	C	X
Public or private kennels and animal shelters (with indoor or outdoor pet boarding)	X	C	X	X	X	X	C	X
Residential, Lodging and Child Daycare Uses								
Existing single family home	X	X	X	X	X	X	X	P
Townhome and multifamily dwelling as a primary use ^{3,4}	C ³	C ⁴	C	C	C	C	X	C
Residential as an accessory use, e.g., caretaker residences per Section 9.100.160	M	M	M	M	M	M	M	M
Child daycare facilities, centers and preschools as a	M	M	M	M	X	M	M	M

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
principal use, subject to Section 9.100.240 (also see Accessory Uses)								
Senior group housing	X	X	X	X	X	X	X	M
Rooming and boarding houses	X	X	X	X	X	X	X	M
Single room occupancy (SRO) hotels, subject to Section 9.100.250	C	X	X	X	X	X	X	X
Emergency shelters	P	P	P	P	P	P	P	X
Transitional shelters for homeless persons or victims of domestic abuse	C	X	X	X	X	X	C	X
Single-family residential	X	X	X	X	X	X	X	X
Mixed-use projects subject to Section 9.110.130	P	P	P	P	P	P	X	P
RV rental parks and ownership/membership parks	X	X	X	X	M	X	X	X
Resort residential	S	X	C	X	C	X	X	
Hotels and motels	P	X	P	X	P	X	X	P
Timeshare facilities, fractional ownership, subject to	P	X	P	X	P	X	X	P

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
Section 9.60.290								
Automotive, Automobile Uses⁵								
Golf cart, neighborhood electric vehicle (NEV), and electric scooter sales	P	P	P	M	X	X	X	M
Automobile service stations, with or without minimart subject to Section 9.100.230	C	C	C	C	X	X	X	C
Car washes	M	M	M	X	X	X	X	X
Auto body repair and painting; transmission repair	X	C	X	X	X	X	X	X
Auto repair specialty shops, providing minor auto maintenance: tire sales/service, muffler, brake, lube and tune-up services	C	C	C	X	X	X	X	X
Auto and motorcycle sales and rentals	M	M	X	X	X	X	X	X
Used vehicle sales, not associated with a new vehicle sales facility, as per Section 9.100.260	C	C	X	X	X	X	X	X
Truck,	C	C	X	X	X	X	X	

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
recreation vehicle and boat sales								
Auto parts stores, with no repair or parts installation on the premises	P	P	P	P	X	X	X	P
Auto or truck storage yards, not including dismantling	X	C	X	X	X	X	X	X
Private parking lots/garages as a principal use subject to Chapter 9.150, Parking	C	C	C	X	C	C	X	C
Warehousing and Heavy Commercial Uses⁵								
Wholesaling/distribution centers, general warehouses with no sales to consumers	C	P	X	X	X	X	X	X
Mini-storage	X	X ⁶	X	X	X	X	X	X
Lumber yards, outdoor (see retail stores for indoor lumber sales)	X	M	X	X	X	X	X	X
Pest control services	M	P	X	X	X	X	X	X
Contractor offices, public utility and similar equipment/storage yards	X	M	X	X	X	X	P	X
Central cleaning or laundry plants	X	X	X	X	A	X	X	X
Industrial and Research Uses								

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
Indoor manufacture and assembly of components or finished products	X	P	X	X	X	X	X	X
Research and development	P	P	X	X	X	X	X	X
Recording studios	M	P	X	X	X	X	X	M
Bottling plants	X	P	X	X	X	X	X	X
Recycling centers as a primary use, collection and sorting only, subject to Section 9.100.190	X	C	X	X	X	X	C	X
Off-site hazardous waste facilities	X	C	X	X	X	X	X	X
Accessory Uses and Structures								
Construction and guard offices, subject to Section 9.100.170	P	P	P	P	P	P	P	P
Portable outdoor vendor uses subject to Section 9.100.100	M	M	M	M	M	M	M	M
Swimming pools as an accessory use	A	A	A	A	A	A	A	A
Indoor golf or tennis facilities as an accessory use	A	A	A	A	A	A	A	A
Outdoor golf or tennis facilities as an accessory	M	M	M	M	M	M	M	M

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
use								
Antennas and satellite dishes, subject to Section 9.100.070	A	A	A	A	A	A	A	A
Reverse vending machines and recycling dropoff bins, subject to Section 9.100.190	A	A	A	A	X	X	A	M
Incidental on-site products or services for employees or businesses, such as child day care, cafeterias and business support uses	A	A	A	A	A	A	A	A
Other accessory uses and structures which are customarily associated with and subordinate to the principal use on the premises and are consistent with the purpose and intent of the zoning district, as determined by the director	A	A	A	A	A	A	A	A
Temporary Uses								
Christmas tree sales, subject to Section 9.100.080	T	T	T	T	X	X	T	T

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use	Regional Commercial	Commercial Park	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Facilities	Village Commercial
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
Halloween pumpkin sales, subject to Section 9.100.080	T	T	T	T	X	X	T	T
Stands selling fresh produce in season, subject to Section 9.100.090	T	T	T	T	X	X	T	T
Sidewalk sales, subject to Section 9.100.120	T	T	T	T	T	T	X	T
Temporary outdoor events, subject to Section 9.100.130	T	T	T	T	T	T	T	T
Use of relocatable building, subject to Section 9.100.180	T	T	T	T	T	T	T	T
Holiday period storage subject to Section 9.100.145	M	M	M	M	M	M	M	M
Other Uses								
Sexually oriented businesses, subject to Section 9.110.080 ⁷	C	X	X	X	X	X	X	X
Medical marijuana dispensaries	X	X	X	X	X	X	X	X
Other uses not listed in this table: per Section 9.20.040, director or planning commission to determine whether use is permitted								

Notes:

- 1 Unless use is specifically listed elsewhere in this table.
- 2 With no consumption of alcohol on the premises.
- 3 If part of a mixed-use project per Section 9.140.090.
- 4 Subject to Section 9.30.070 (RH, High Density Residential District) for density, Section 9.60.270.
- 5 Subject to Section 9.100.110, Outdoor storage and display.
- 6 Mini-storage warehousing operating on December 17, 2008 (the effective date of the ordinance codified in this section), are considered legal, conforming land uses. Existing facilities may be reconstructed if damaged, and may be modified or expanded within the boundaries of the lot on which they occur as of December 17, 2008 with approval of a site development permit. Any modification or expansion shall conform to the development standards for the commercial park zoning district contained in Chapter 9.90, Nonresidential Development Standards.
- 7 Property must also be located within the SOB (sexually oriented business) overlay district.

(Ord. 562 § 1, 2017; Ord. 550 § 1, 2016)



September 13,2019

**VARIANCE PERMIT APPLICATION
STATEMENT OF FINDINGS**

Surrounding Uses. Why will approval of the variance not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties of land uses in the vicinity?

Distance to Residential Zone: The proposed Starbucks drive-thru within the La Quinta Village Shopping Center is 170 feet east of a residential zone. There is a major arterial road, Washington Street, between the Starbucks drive-thru and residential zone, as well as, two screen walls (one on the residential side, one on the shopping center side). In efforts to provide additional screening for the drive-thru, the interior side of the Washington Street screen wall will be lined with landscape (bushes and shrubbery). The drive-thru will not impact the residential zone with any more noise than what is already omitted by the major arterial.

Currently there are fourteen (14) businesses in operation within the La Quinta Village Shopping center, uses ranging from restaurant, dry cleaners, bank and salons, none of which cause harm to the surrounding residential zone. The proposed Starbucks drive-thru is a relocation of the current Starbucks in La Quinta Village Shopping center located directly north of the proposed new location.

Drive-Thru Exit Vehicle Count: The La Quinta Municipal Code requires “3 car vehicle stack at the exit of the drive-thru.” The proposed Starbucks currently shows a nine (9) car queue length and allows for one (1) vehicle space between the pick-up window and the exit of the drive-through. The drive-thru is located within the La Quinta Village Shopping Center and does not exit onto an arterial road. There is a one hundred thirty-eight (138) feet of stacking room from the exit of the drive-through to the egress onto Washington St. This distance allows for about 7 cars from drive-thru exit to major arterial egress out of the shopping center. With the Starbucks being within a shopping center and having one hundred thirty-eight (138) additional feet of drive aisle to exit the drive-thru, there is no anticipation for stacking at the exit of the drive-thru.

Special Circumstances. What special circumstances are applicable to the subject property, including size, shape, topography, location or surroundings, which, when the zoning regulations are strictly applied, deprive the property of privileges enjoyed by other properties in the vicinity subject to the same zoning regulations?

In order for the La Quinta Village Shopping Center to have a drive-thru Starbucks, a brand-new building needs to be erected. Due to the existing orientation of the shopping center and the current parcel configuration, there was only one location that would fit a 2,675 SF building with patio and drive-through. The proposed site falls within the same parcel as the old Ralph’s and parking lot that serves the majority of the center. This parcel within the development, makes different orientations of the proposed building quite difficult. In order



to maximize the site and meet all major code requirements, the current site plan is the best option. Any other site plan would have resulted in a shorter drive-thru queue, a smaller building, poor circulation or simply a vacant lot.

Although the drive-through falls 30 feet short of the 200-foot residential zone requirement, we feel that this will have no impact on the surrounding residential zones. As mentioned previously, Washington Street, which is a major arterial road with 2-way traffic, falls between the shopping center and residential zone along with two (2) screen walls. Because the drive-through is within a shopping center, we do not anticipate any drive-through stacking flowing onto the major arterial. To be more specific, there is a one hundred thirty-eight (138) feet distance from the exit of the drive-through to Washington Street.

Preservation of Property Rights: Why is granting of the variance necessary for preservation of a substantial property right possessed by other property in the same vicinity and zoning district and otherwise denied to the subject property?

Distance to Residential Zone: As previously stated, the proposed Starbucks drive-thru is a relocation of the Starbucks that is currently operating within the La Quinta Village Shopping Center. The proposed location for the Starbucks drive-thru is limited on building orientation and drive-thru configuration. The site plan we are proposing, meets all major code requirements while maximizing the space. With this proposed configuration, the drive thru lane falls 170 feet east of a residential zone, 30 feet short of the 200-foot requirement. In order to relocate the Starbucks within the same shopping center, we will need this variance. If the variance is denied, there is no other site plan option that works to meet all other code requirements.

Drive-Thru Exit Vehicle Count: When configuring a drive-thru, there are several requirements the architect needs to comply with not only from a City code standpoint, but also from a Starbucks requirement standpoint. The ultimate goal is to have the longest queue the site can provide to prevent stacking into main drive aisles and arterial roads. This proposed queue provides a nine (9) car stack with room for ten (10) additional cars before stacking into the main drive aisle within the shopping center. In addition, Starbucks requires a six (6) car stack from order point to pick-up window. The La Quinta Municipal Code 9.100.270G states "Exits from drive-through facilities shall be at least three vehicles length, shall have adequate sight-distance, and shall connect to either a signalized entry or shall be limited to right turns only." Due to the configuration of the building, the pick-up window is based on the interior engine layout and back of house. With being such a small building with limited orientation, this is the best site plan option.

No Special Privileges: How will the variance not constitute a grant of special privileges which is inconsistent with the limitations placed upon other properties in the vicinity subject to the same zoning regulations?

The La Quinta Village Shopping Center is currently zoned Neighborhood Commercial. In order to provide for the development and regulation of medium to large scale commercial areas located at the intersections of



arterial highways as shown on the general plan, the La Quinta Village Shopping Center will be rezoned to Community Commercial. The Community Commercial district is intended to provide for the sale of general merchandise, hardware and building materials, food, drugs, sundries, personal services and similar goods and services to meet the needs of a multi-neighborhood area. Rezoning the shopping center to Community Commercial will allow for a broader range of proposed uses for future tenants as well.

All tenants and property owners have been notified of the centers rezoning via registered mail and have provided signatures in return. The rezoning will have no effect on current tenants and/or owners. In efforts to keep the residential neighbors informed, we will be hosting a neighborhood meeting prior to any public hearings. We plan to schedule a neighborhood meeting for late October/early November. The variance we are applying for is due to the requirement of the drive-thru needing to be 200 ft. away from a Residential Zone, as well as, the exit of the drive-through be at least three vehicles length. Neither of these variances will affect the Residential Zone.

No Land Use Variance: Would the request authorize a land use or activity not permitted in the applicable zoning district? If so, it cannot be approved.

The La Quinta Village Shopping Center is being rezoned to Community Commercial which allows the use of a drive-thru restaurant.

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SITE DEVELOPMENT DESIGN PACKAGE

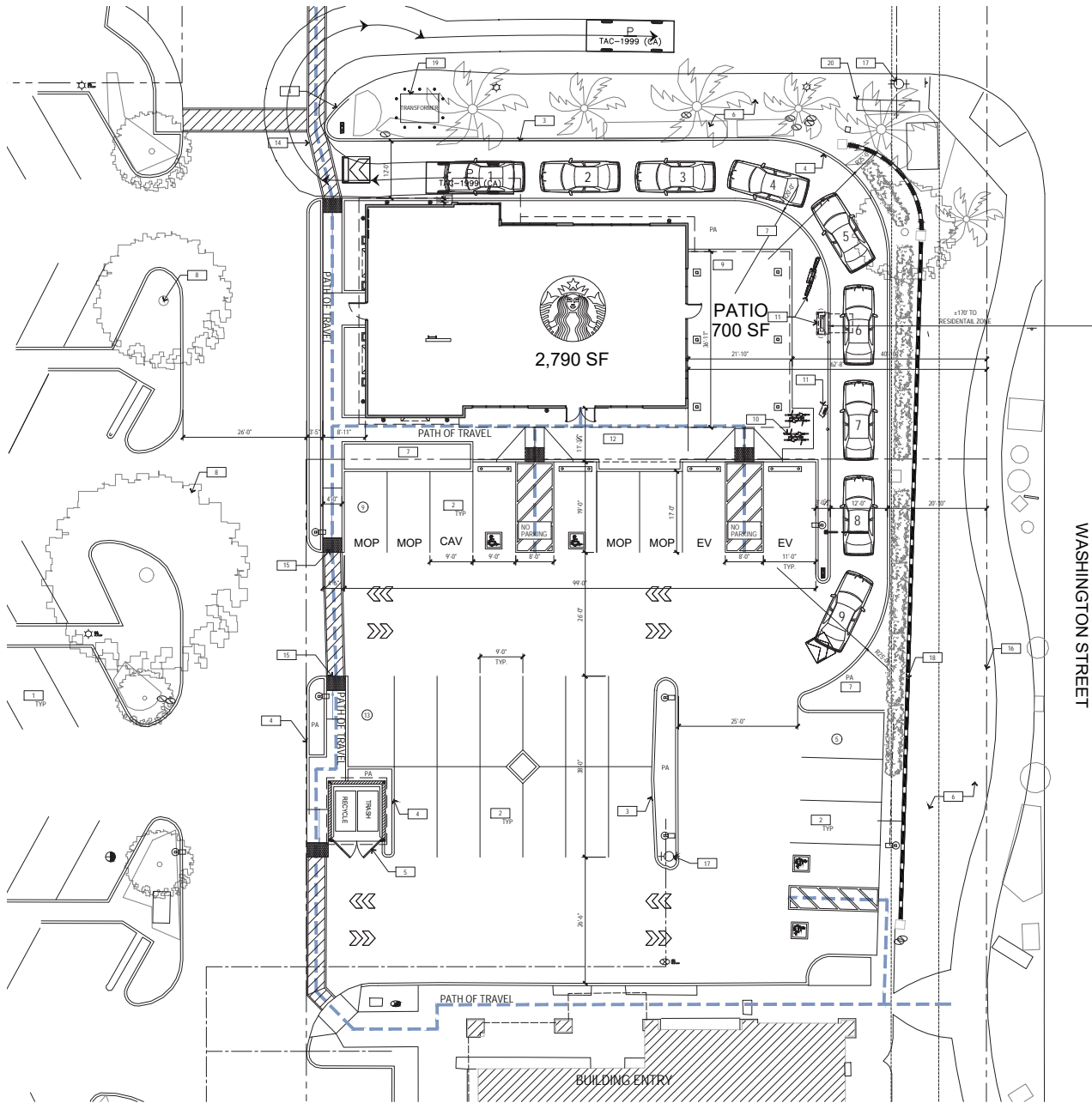
Drive-Thru Starbucks

PROJECT LOCATION: 50800-50981 WASHINGTON ST, LA QUINTA VILLAGE, LA QUINTA, CA.
OWNER : LQ INVESTMENTS, LP STEPHAN SPERLING 949-251-8555
PO BOX 492029, LOS ANGELES CA 90049

ARCHITECT: ARCHITECTS ORANGE 174 S. ORANGE ST. ORANGE CA 92866 714-639-9860
PEDRAM SHOKATI - PEDRAMS@ARCHITECTSORANGE.COM

SHEET INDEX

1. INDEX
2. PROPOSED SITE PLAN
3. FLOOR PLAN
4. ROOF PLAN
5. EXTERIOR ELEVATIONS
6. 3D VIEWS
7. 3D VIEWS
8. EXISTING PHOTOS
9. SITE PHOTOMETRIC STUDY
10. PRELIMINARY LANDSCAPE PLAN
11. LANDSCAPE PLANTING PLAN
12. SHRUB IMAGES



SITE SUMMARY

SITE AREA:	+/-29374 SF	0.674 ACRES
ZONING:	NEIGHBORHOOD COMMERCIAL ZONE	
PROPOSED ZONING CHANGE:	COMMUNITY COMMERCIAL	
TOTAL BUILDING AREA:	2790 S.F.	
F.A.R.:	0.09	
BUILDING AREA & PARKING SUMMARY:	REQUIRED PARKING:	
STARBUCKS	2790 S.F.	10 / 1000 28 STALLS
PATIO	700 S.F.	10 / 1000 7 STALLS
	DT CAR QUEUE	9 CAR QUEUE
PARKING SUMMARY	PROVIDED:	REQUIRED:
STANDARD	20 STALLS	35 STALLS
COMPACT	0 STALLS	
ADA	4 STALLS	
CAV	1 STALLS	
EV	2 STALLS	
TOTAL:	27 STALLS	35 STALLS
BICYCLE RACK	4 SPACES	
SHORT TERM:	4 SPACES	

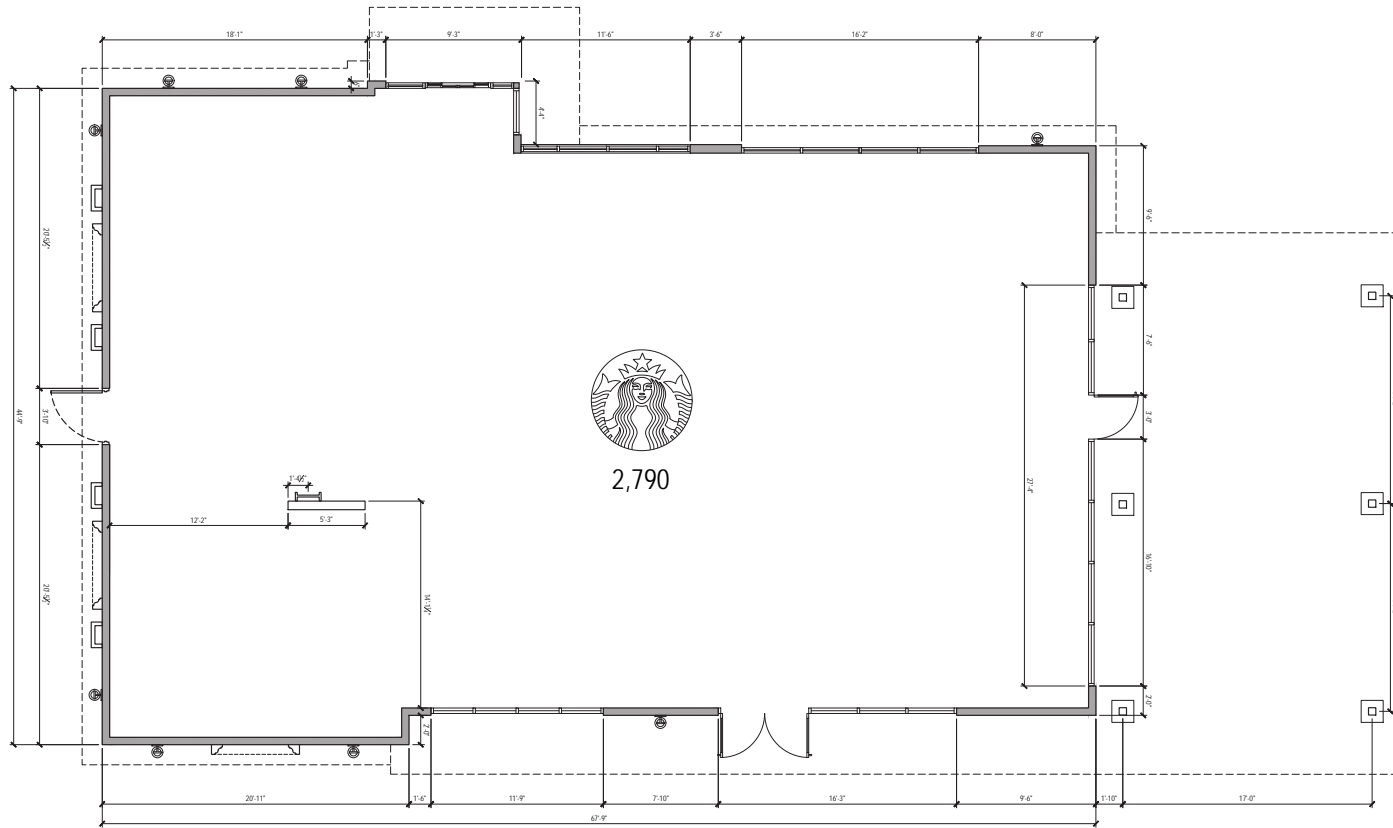
KEYNOTES

- | | |
|-----------------------------------|-------------------------------------|
| 1 EXISTING PARKING STALL STRIPING | 11 NEW DT COMPONENTS |
| 2 NEW PAINTED PARKING STRIPING | 12 NEW SIDEWALK |
| 3 EXISTING CURB TO REMAIN | 13 PATCH AND REPAIR (E) SIDEWALK |
| 4 NEW CONCRETE CURB | 14 NEW PATH OF TRAVEL |
| 5 NEW TRASH ENCLOSURE | 15 NEW CURB CUT |
| 6 EXISTING LANDSCAPING TO REMAIN | 16 ROW |
| 7 NEW LANDSCAPING | 17 EXISTING FIRE HYDRANT |
| 8 EXISTING TREES TO REMAIN | 18 EXISTING SITE RETAINING WALL |
| 9 NEW PATIO SEATING | 19 LOCATION OF NEW TRANSFORMER |
| 10 NEW BIKE RACK | 20 EXISTING MONUMENT SIGN TO REMAIN |

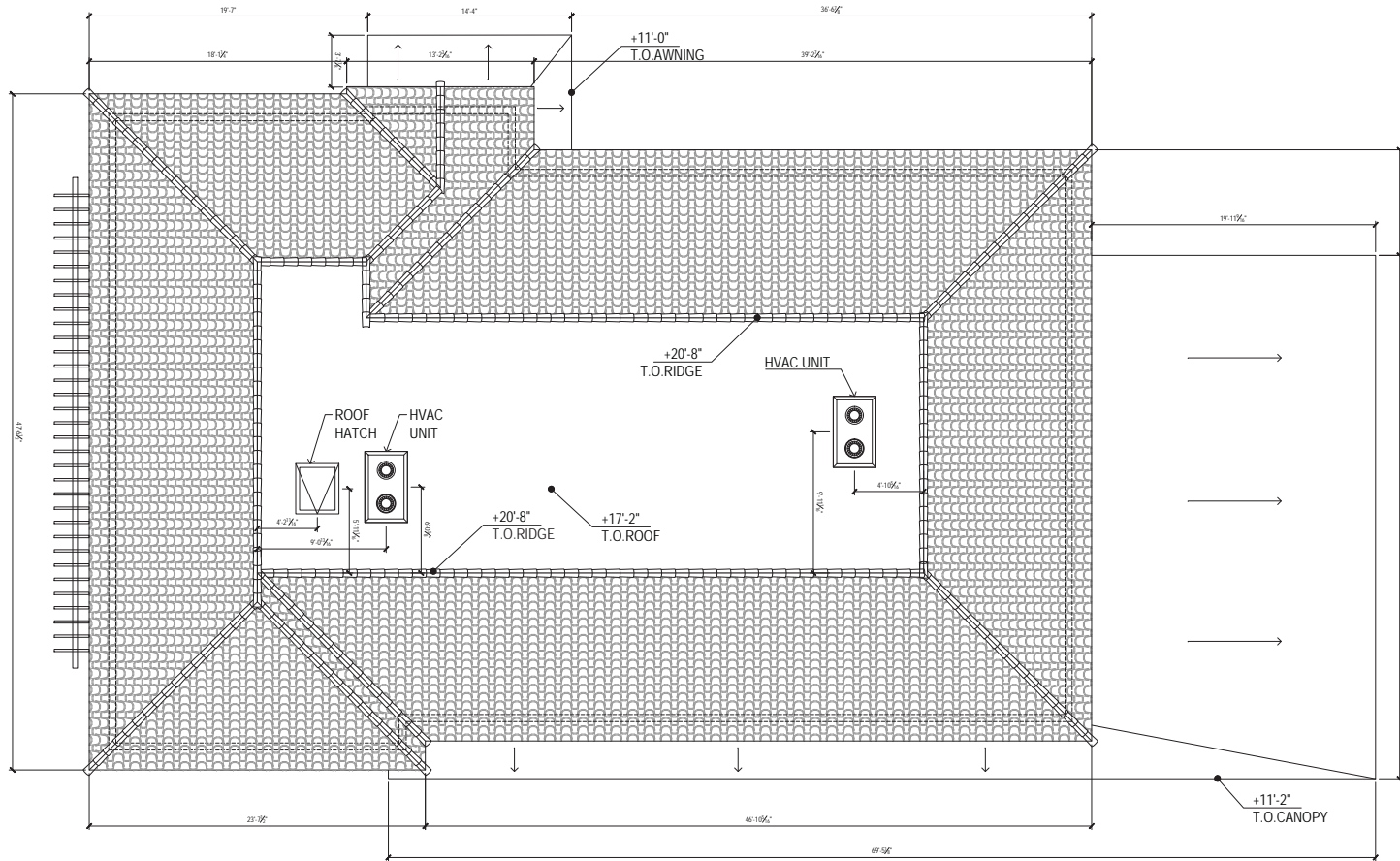


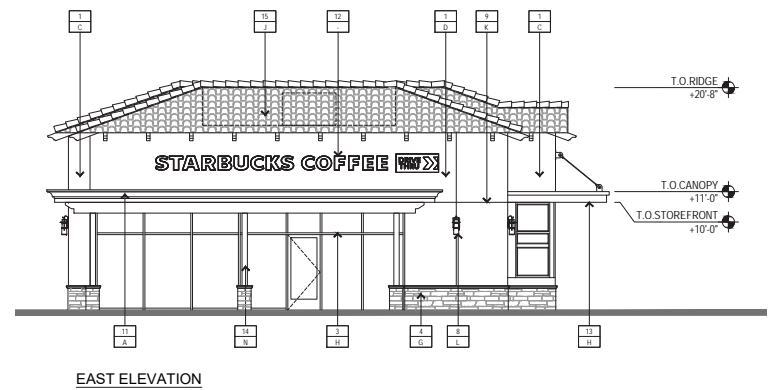
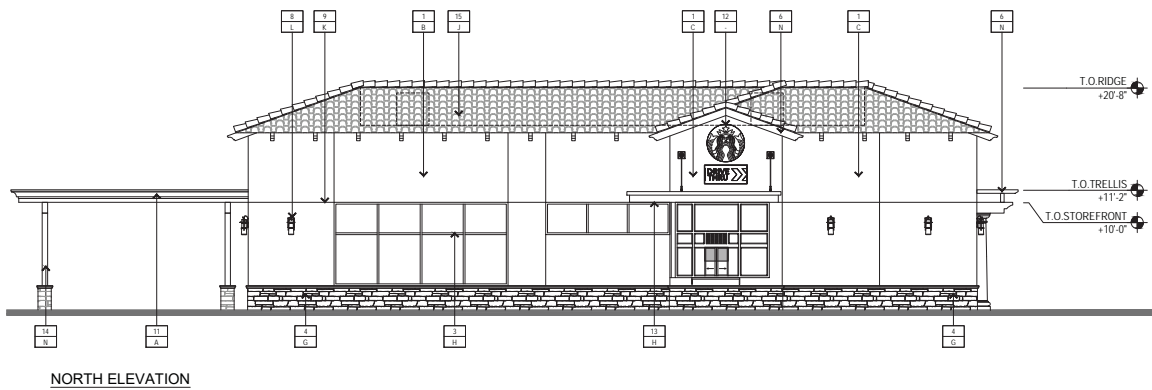
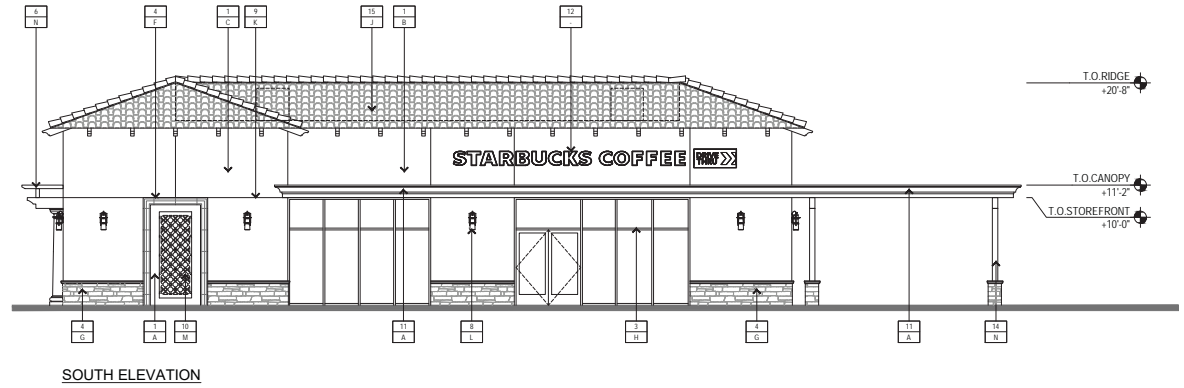
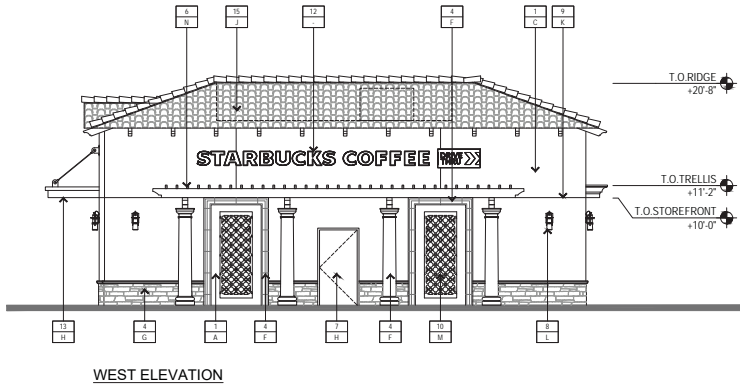
SCALE: 3/32" = 1'-0" @ 24"X36"

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SCALE: 1/8" = 1'-0" @ 24"X36"





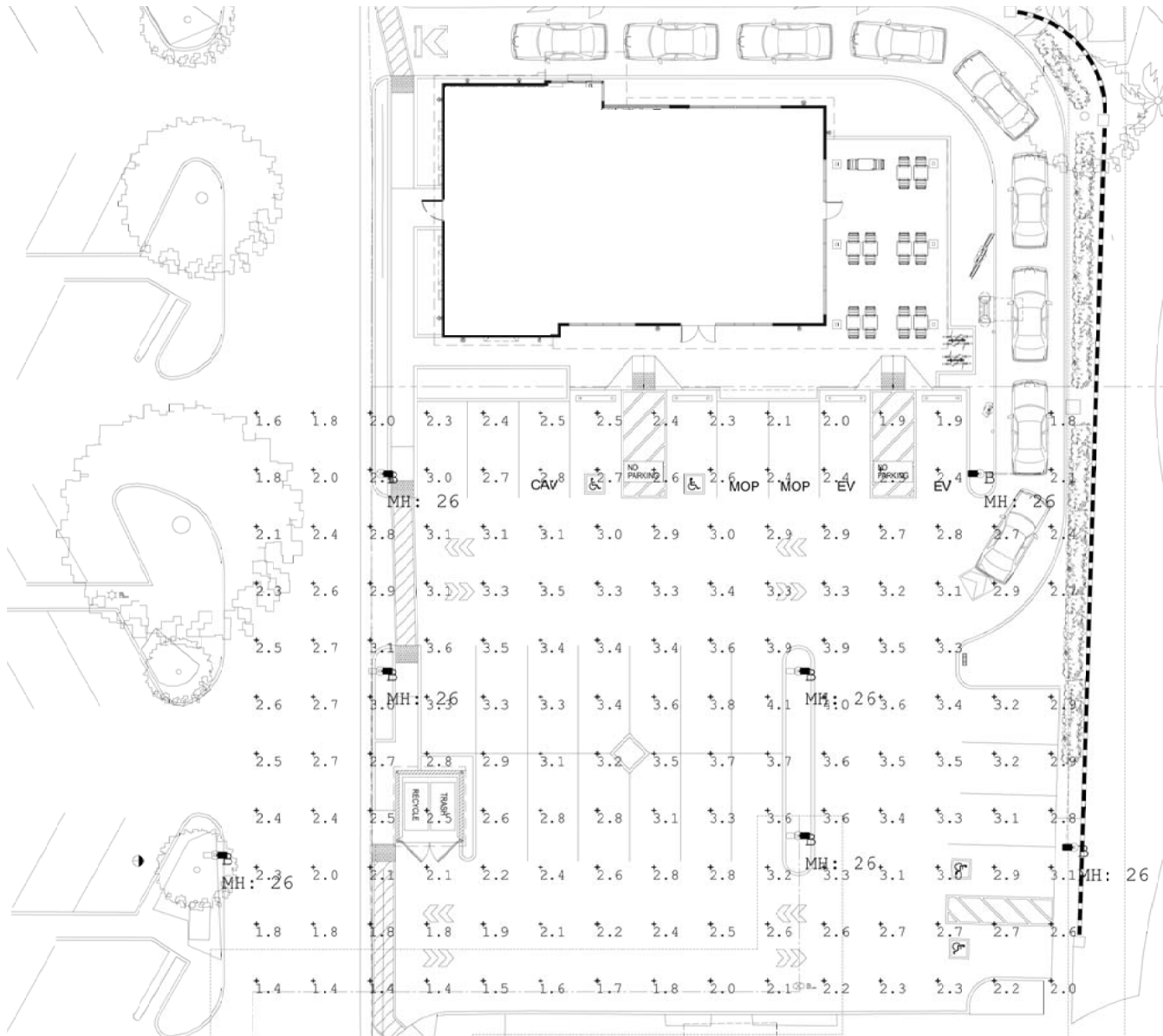
EXTERIOR MATERIALS			EXTERIOR COLORS & FINISHES		
1 EXTERIOR CEMENT PLASTER	8 EXTERIOR LIGHT FIXTURE	15 ROOF TILE	A SHERWIN-WILLIAMS PAINT # SW 0050 - CLASSIC LIGHT BLUFF	H TO MATCH ARCADIA, MEDIUM BRONZE - AB-4	
2 OMEGA DIMBOND WALL ONE COAT SYSTEM W/ CRACK ISOLATION	9 PLASTER CONTROL JOINT	16	B SHERWIN-WILLIAMS PAINT # SW 7531 - CANVAS TAN	I EAGLE ROOFING, 35% BLEND "SMC 8023 SAN BUENAVENTURA" & 65% 3871 "LA SALLE BLEND" WITH 20% BOOSTER TILE	
3 PRECAST CONCRETE WALL BASE/TRIM	10 METAL SCREEN PANEL	17	C SHERWIN-WILLIAMS PAINT # SW 2635 - CRAFTSMAN BROWN	J PAINT TO MATCH ADJACENT SURFACE	
4 ANODIZED ALUMINUM STOREFRONT SYSTEM	11 E.P.S. CORNICI/TRIM	18	D NOT USED	K MODERN FORMS, BALTHIS OUTDOOR SOURCE, WS-W2821 OIL RUBBED BRONZE	
5 PRECAST STONE WALL CLADDING/TRIM/PLASTER	12 SIGNAGEN(I.C.) PROVIDE POWER	19	E NOT USED	L PARASOLEIL, GEODE PATTERN - COLOR: UMBRA	
6 ROOF TILE	13 METAL CANOPY	20	F VALDO PRECAST - CREAM SANDWASH CONTACT ALLISON DILLARD (949) 305-3840	M SEMI-TRANSPARENT STAIN, FLOOD PRO SERIES, LIGHT MOCHA	
7 WOOD BEAM/TRELIS DOUGLAS FIR	14 WOOD COLUMN (DOUGLAS FIR)	21	G CORONADO STONE, OLD COUNTRY LEDGE - COASTAL BROWN, 600 SERIES SILL, LUMOC	N	
8 HOLLOW STEEL DOOR				O	





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GLEON GALLEON LED
 1-50 Light Fixture
 Built-In LED
 AREA-SITE LUMINAIRE

GLC
 CERTIFICATION DATA
 15,000 Lumens/100W
 100-277V
 100% LED
 100% Dimmable
 100% Energy Efficient
 100% Green
 100% Recycled
 100% Made in USA

ENERGY DATA
 15,000 Lumens/100W
 100-277V
 100% LED
 100% Dimmable
 100% Energy Efficient
 100% Green
 100% Recycled
 100% Made in USA

DRILLING PATTERN

Dimensions: 11.0" (280mm) x 11.0" (280mm)

Dimension Data:

Number of Light Fixtures	Label	Arrangement	Description	Qty	Label	Arrangement	Description	Qty
1	1	1	1	1	1	1	1	1

Calculation Summary:

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Site	Illuminance	FC	2.73	4.1	1.4	1.90	2.93

NOTE: PARKING LOT LIGHT POST MOUNTING HEIGHTS: 26'

Photometry Disclaimer:

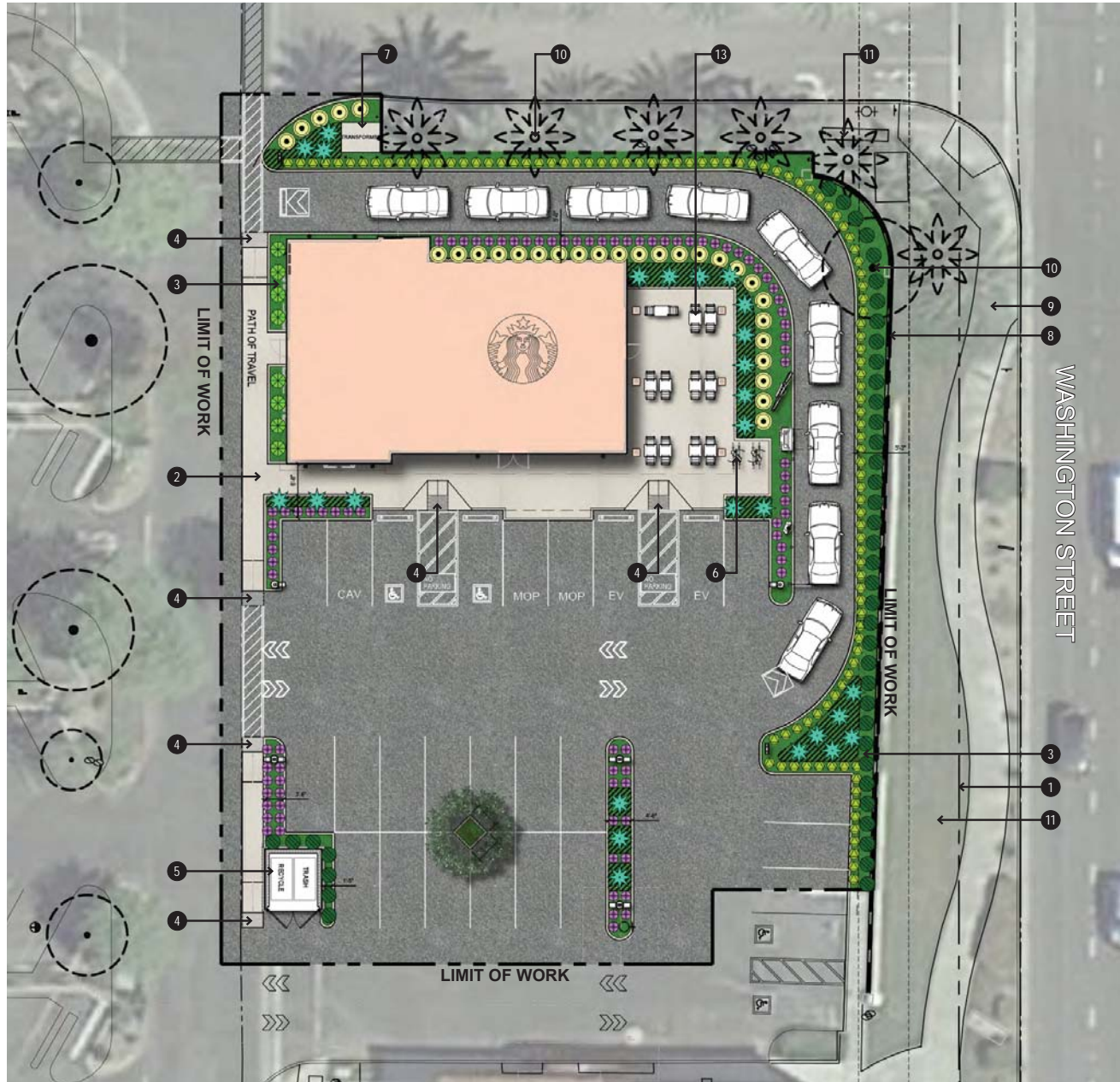
- * Light loss factor (LLF) has been established at 0.912 per industry IES standard.
- * Refer to Calculation summary for placement of calculation points. I.E.:
 Workplane, Floor.
- * Offices, conference rooms, and open work areas are calculated at 2.5' from A.F.F. All other areas will be calculated at floor or at the direction of the client.

Project Name: La Quinta
Location:
Company: Architects Orange

Applications Department: APB
 www.scilight.com
 app@scilight.com
 phone: 949622-3000
 fax: 949622-3095

Scale: 1/8" = 1' - 0"
 Date: 6/4/2019
 Dwg No.: Photometrics-2





LANDSCAPE KEYNOTES	
1	R.O.W
2	PROPOSED INTEGRAL COLOR CONCRETE PEDESTRIAN PAVING
3	PROPOSED PLANTING AREAS ON-SITE- TYP.
4	TRUNCATED DOMES
5	TRASH ENCLOSURE - PER ARCHITECT
6	BIKE RACKS
7	TRANSFORMER LOCATION
8	EXISTING WALL TO REMAIN
9	EXISTING CONCRETE PEDESTRIAN PAVING TO REMAIN
10	EXISTING TREES TO REMAIN. PROTECT IN PLACE
11	EXISTING PLANTING AREA TO REMAIN
12	EXISTING SIGN TO REMAIN
13	PATIO FURNITURE - PER TENANT

GENERAL DESIGN NOTES

1. FINAL LANDSCAPE PLANS SHALL ACCURATELY SHOW PLACEMENT OF TREES, SHRUBS, AND GROUNDCOVERS.
2. LANDSCAPE ARCHITECT SHALL BE AWARE OF UTILITY, SEWER, STORM DRAIN EASEMENT AND PLACE PLANTING LOCATIONS ACCORDINGLY TO MEET CITY OF LA QUINTA REQUIREMENTS.
3. ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED PER CITY OF LA QUINTA REQUIREMENTS.

PLANTING DESIGN NOTES

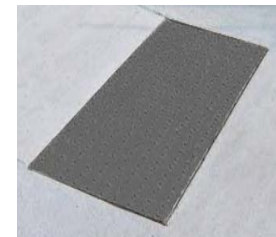
THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS, AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. GROUND COVERS OR BARK MULCH SHALL FILL IN BETWEEN THE SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPIRATION AND RUN-OFF. ALL THE FLOWER AND SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER THE SOIL TEMPERATURE AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF LA QUINTA GUIDELINES.

IRRIGATION DESIGN NOTES

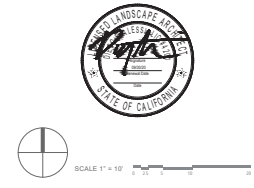
THE IRRIGATION SYSTEM WILL BE A FULLY AUTOMATIC UNDERGROUND SYSTEM. BACKFLOW PREVENTION DEVICES WILL BE INSTALLED TO MEET APPLICABLE CODES. THE IRRIGATION SYSTEM WILL BE DESIGNED AND CONSTRUCTED TO BE AS EFFICIENT IN TERMS OF WATER USAGE AS POSSIBLE. WATER CONSERVATION PRODUCTS (HIGH EFFICIENCY / LOW PRECIPITATION) AND AN EVAPOTRANSPIRATION (ET) WEATHER BASED CONTROL SYSTEM WILL BE INCORPORATED INTO THE SYSTEM DESIGN. FINAL LANDSCAPE PLANS WILL BE IN COMPLIANCE WITH THE CITY OF LA QUINTA WATER EFFICIENCY ORDINANCE AND THE COACHELLA VALLEY WATER DISTRICT'S LANDSCAPING AND IRRIGATION SYSTEM DESIGN ORDINANCE.

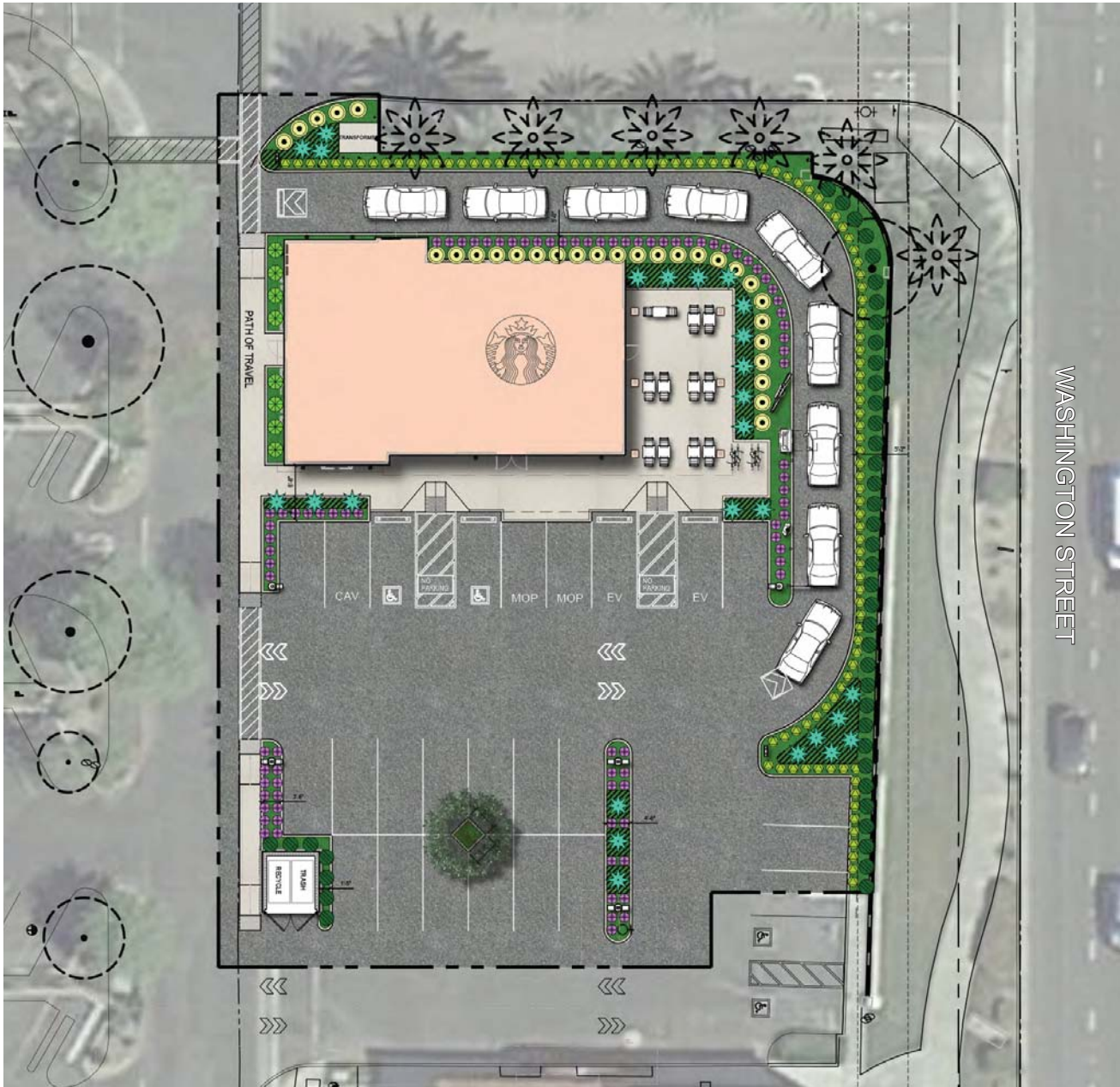


INTEGRAL COLOR CONCRETE PAVING
MANUFACTURE: DAVIS
COLOR: PEBBLE #641
FINISH: MEDIUM RETARDANT



TRUNCATED DOMES MAT
MANUFACTURE: SAFETY STEP TD
COLOR: LIGHT GRAY
SIZE: 2' x 10' or 3' x 5'





TREE LEGEND						
SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	WUCOLS	DESCRIPTION
	PROSOPIS CHILENSIS	CHILEAN MESQUITE	1	36" BOX	L	PARKING LOT TREE
	-	-	-	-	-	EXISTING
	EXISTING PALM	-	-	-	-	EXISTING

SHRUB LEGEND				
SYM	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
ACCENT SHRUBS				
	AGAVE 'BLUE FLAME'	BLUE FLAME AGAVE	5 GAL	L
	AGAVE ATTENUATA 'VARIEGATA'	VARIEGATED FOX TAIL AGAVE	5 GAL	L
SMALL SHRUBS				
	CUPHEA HYSSOPIFOLIA	MEXICAN HEATHER	5 GAL	M
	RHAPHIOLEPIS INDICA 'CLARA'	INDIAN HAWTHORN CLARA	5 GAL	M
MEDIUM SHRUBS				
	RUPELLIA PENINSULARIS	BAJA RUELLIA	5 GAL	L
	SANTOLINA VIRENS	GREEN LAVENDER COTTON	5 GAL	L
PERENNIAL SHRUBS				
	PHORMIUM 'YELLOW WAVE'	YELLOW WAVE NEW ZEALAND FLAX	5 GAL	
	SPHAERALCEA AMBIGUA	APRICOT MALLOW	15 GAL	VL
FLOWERING SHRUBS				
	BOUGAINVILLEA 'BARBARA KARST'	BARBARA KARST BOUGAINVILLEA	15 GAL	M
	CALLISTEMON 'LITTLE JOHN'	LITTLE JOHN DWARF BOTTLEBRUSH	5 GAL	M
HEDGE				
	BUXUS MICROPHYLLA JAPONICA	JAPANESE BOXWOOD	15 GAL	M
	DODONAEA VISCOSA	HOPSEED BUSH	15 GAL	L
GROUNDCOVER				
	MALEPHORA CROCEA	SALMON ICE PLANT	5 GAL	L
	THYMUS SERPYLLUM 'MAGIC CARPET'	MAGIC CARPET CREEPING THYME	5 GAL	M
	LANTANA MONTEVIDENSIS	TRAILING LANTANA	5 GAL	M



PROSOPIS CHILENSIS
(CHILEAN MESQUITE)
HEIGHT: 30'
SPREAD: 30'

PROJECT SUMMARY

OVERALL SITE AREA: 30,000 SF
 OVERALL LANDSCAPE AREA: 3,155 SF
 SITE LANDSCAPE: 10.5%



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AGAVE 'BLUE FLAME'
(BLUE FLAME AGAVE)
HEIGHT: 3' - 5'
SPREAD: 3' - 5'



AGAVE ATTENUATA 'VARIEGATA'(VARIEGATED FOX TAIL AGAVE)
HEIGHT: 3' - 4'
SPREAD: 4' - 5'



BOUGAINVILLEA 'BARBARA KARST'
(BARBARA KARST BOUGAINVILLEA)
HEIGHT: 3' - 5'
SPREAD: 3' - 5'



BUXUS MICROPHYLLA JAPONICA
(JAPANESE BOXWOOD)
HEIGHT: 3' - 5'
SPREAD: 3' - 5'



CALLISTEMON VIMINALIS 'LITTLE JOHN'
(LITTLE JOHN DWARF BOTTLEBRUSH)
HEIGHT: 3'
SPREAD: 5'



CUPHEA HYSSOPIFOLIA
(MEXICAN HEATHER)
HEIGHT: 2'
SPREAD: 2'



DODONAEA VISCOSA
(HOPSEED BUSH)
HEIGHT: 12'
SPREAD: 6' - 8'



LANTANA MONTEVIDENSIS
(TRAILING LANTANA)
HEIGHT: 1' - 2'
SPREAD: 8' - 10'



MALEPHORA CROCEA
(SALMON ICE PLANT)
HEIGHT: 6' - 12'
SPREAD: SPREADING



PHORMIUM 'YELLOW WAVE'
(YELLOW WAVE NEW ZEALAND FLAX)
HEIGHT: 3' - 4'
SPREAD: 4' - 5'



RHAPHIOLEPIS INDICA 'CLARA'
(INDIAN HAWTHORN CLARA)
HEIGHT: 4' - 5'
SPREAD: 4' - 5'



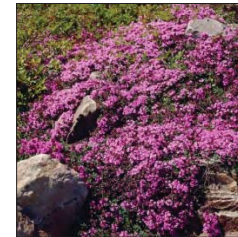
RUELLIA PENINSULARIS
(BAJA RUELLIA)
HEIGHT: 3' - 4'
SPREAD: 2' - 3'



SANTOLINA VIRENS
(GREEN LAVENDER COTTON)
HEIGHT: 2'
SPREAD: 2'

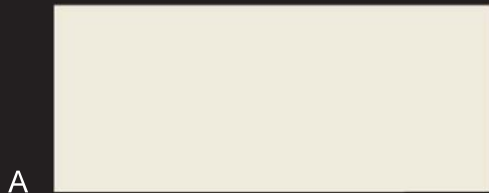


SPHAERALCEA AMBIGUA
(APRICOT MALLOW)
HEIGHT: 2' - 3'
SPREAD: 2' - 3'

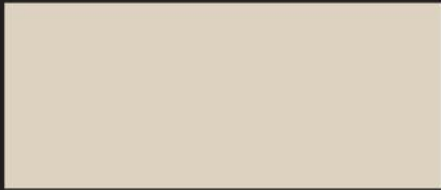


THYMUS SERPYLLUM 'MAGIC CARPET'
(MAGIC CARPET CREEPING THYME)
HEIGHT: 1' - 2'
SPREAD: 12' - 15'





A



B



C



D



E



F



G



H



I



J

LEGEND

- A. PAINT- SHERWIN WILLIAMS "CLASSIC LIGHT BUFF" SW0050
- B. PAINT- SHERWIN WILLIAMS "CANVAS TAN" SW7531
- C. PAINT- SHERWIN WILLIAMS "CRAFTMAN BROWN" SW2835
- D. STOREFRONT- ARCADIA MEDUM BRONZE A3-4
- E. WOOD BEAM/RELLIS- DOUGLAS FIR -LIGHT MOCHA STAIN
- F. ROOFING TILE- EAGLE ROOFING - 35/65 PERCENT BLEND OF "SMC 8822 SAN BUENAVENTURA" & "3817 LA SALLE BLEND" WITH 35% BOOSTER
- G. CORONADO STONE, OLD COUNTRY LEDGE - COASTAL BROWN, 600 SERIES S.L, LOMOC
- H. PARASOLEIL- GEODE PATTERN- COLOR: UMBRIA
- I. LIGHT FIXTURE- MODERN FORMS- BALTHJS OUTDOOR SCONCE WS-W28521 OIL RUBBED BRONZE
- J. VALORI PRECAST- TRIM DETAILS AT STONE CREAM + SANDWASH

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CARLSBAD
 FRESNO
 IRVINE
 LOS ANGELES
 PALM SPRINGS
 POINT RICHMOND
 RIVERSIDE
 ROSEVILLE
 SAN LUIS OBISPO

MEMORANDUM

DATE: August 21, 2019

To: Bryan McKinney, City of La Quinta Engineer

FROM: Dean Arizabal, LSA

SUBJECT: La Quinta Starbucks – Focused Traffic Impact Analysis

LSA is pleased to present this Focused Traffic Impact Analysis memorandum for the proposed Starbucks at the La Quinta Village Shopping Center in La Quinta, California (project). The purpose of this analysis is to disclose the potential traffic-related impacts of this project on the surrounding roadway network. To assess the effects of the project on the existing circulation system, LSA has conducted an analysis consistent with the City of La Quinta (City) Engineering Bulletin 06-13 for Traffic Impact Study Guidelines (July 23, 2015) and the Traffic Impact Analysis Scope (approved by the City on May 28, 2019).

PROJECT DESCRIPTION

The proposed project includes the relocation of the existing Starbucks at the La Quinta Village Shopping Center to a new facility just south and across an internal drive aisle within the same shopping center. In addition to the relocation, the new Starbucks would have a drive-through (the current Starbucks does not have a drive-through). Figure 1 shows the site plan. All figures are provided in Attachment A.

The proposed project is within the La Quinta Village Shopping Center at the northwest corner of the intersection of Washington Drive/Calle Tampico. The retail center is bound by residential uses to the north and west, Calle Tampico and the La Quinta Civic Center to the south, and Washington Drive and residential uses to the east.

METHODOLOGY

Study Area

Per the City-approved scope, the project study area consists of the following locations:

Intersections

1. Washington Street/Full-Access Driveway
2. Washington Street/Right-In, Right-Out (RIRO) Driveway
3. Washington Street/Calle Tampico
4. Full-Access Driveway/Calle Tampico

Roadway Segments

1. Washington Street north of Calle Tampico
2. Calle Tampico west of Washington Street

Based on discussion with City staff, Calle Tampico west of Washington Street (study area roadway segment 2) will be revised from its current four-lane Primary classification (two eastbound and two westbound through lanes) to a two-lane Modified Secondary roadway (one eastbound and one westbound through lane). As a result of this roadway revision, the two eastbound and two westbound through lanes will be reduced to one through lane in each direction at the Full-Access Driveway/Calle Tampico (study area intersection 4). City staff has indicated that the Calle Tampico road diet will soon be underway and is anticipated to be completed by Winter 2019. As such, these circulation changes have been assumed under existing conditions for purposes of this analysis.

Figure 2 illustrates the project location with the study area intersections, roadways, and geometrics (including the Calle Tampico road diet).

Intersection Level of Service Methodology

In accordance with the City’s Engineering Bulletin 06-13, the study area intersections were analyzed using the Highway Capacity Manual (HCM) 2010 methodology. The *Synchro 10* computer software was used to determine the level of service (LOS) based on the existing intersection geometries. The HCM worksheets are provided in Attachment B.

The HCM methodology calculates the average delay experienced by all vehicles at an intersection. The resulting calculation of average delay experienced by vehicles at the intersection is then used to determine the LOS at that location. LOS A represents free-flow activity, and LOS F represents overcapacity operation. LOS is a qualitative assessment of the quantitative effects of such factors as traffic volume, roadway geometrics, speed, delay, and maneuverability on roadway and intersection operations. The relationship between LOS and the delay (in seconds) at intersections is as follows:

Level of Service	Delay in Seconds (Signalized)	Delay in Seconds (Unsignalized)
A	≤ 10.0	≤ 10.0
B	> 10.0 and ≤ 20.0	> 10.0 and ≤ 15.0
C	> 20.0 and ≤ 35.0	> 15.0 and ≤ 25.0
D	> 35.0 and ≤ 55.0	> 25.0 and ≤ 35.0
E	> 55.0 and ≤ 80.0	> 35.0 and ≤ 50.0
F	> 80.0	> 50.0

Source: Highway Capacity Manual (Transportation Research Board 2017)

Roadway Analysis Methodology

The study area roadway segments were assessed using a volume-to-capacity (v/c) analysis. The existing average daily traffic (ADT) volumes are divided by the City’s maximum daily capacities to calculate the v/c ratio. The maximum daily capacity of a roadway is dependent on its classification.

The following table shows the roadway capacity standards as stated in the City’s Engineering Bulletin 06-13.

Classification	Lane Configuration	Average Daily Traffic Capacity
		Level of Service E
Major	6 lanes, divided	61,100
Modified Secondary	2 lanes, divided	19,000
Primary	4 lanes, divided	42,600

Source: City of La Quinta Engineering Bulletin 06-13 (City of La Quinta 2015).

Performance Criteria

The City considers LOS D to be the recognized standard for all intersections and roadway segments. A significant project impact for a signalized intersection is defined by an increase of 2 seconds of delay to a signalized intersection operating at LOS E or an increase of 1 second of delay to a signalized intersection operating at LOS F. A significant project impact for an unsignalized intersection is defined by an increase of 3 seconds of delay or more for any movement at a two-way stop-controlled intersection operating at LOS E or F. A significant project impact for a roadway segment is defined by an increase of 0.02 or more to the v/c ratio of a roadway segment operating at LOS E or F. If there is a significant project impact, mitigation measures must be identified.

PROJECT TRAFFIC

Trip Generation

In accordance with the City’s Engineering Bulletin 06-13, trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition (2017) were used to generate daily, a.m. peak-hour, and p.m. peak-hour trips for the proposed project. In addition, a pass-by trip reduction (50 percent) has been applied to the project based on the ITE *Trip Generation Handbook*, 3rd Edition (2017). Pass-by trips are made by drivers already on an adjacent/nearby roadway and therefore are not additive trips (e.g., stopped by the coffee shop on the way to work from home or vice versa). Table A summarizes the project trip generation.

As shown in Table A, the project is expected to generate 48 net new trips (24 inbound and 24 outbound) during the a.m. peak hour and 34 net new trips (18 inbound and 16 outbound) during the p.m. peak hour. It should be noted that the ITE *Trip Generation Manual* does not have trip rates for a coffee shop without drive-through (e.g., existing Starbucks to be removed). As such, the net new daily trips of 1,144 ADT have been assumed for purposes of this analysis.

Table A: Project Trip Generation

Land Use	Size	Unit	ADT	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Trip Rates¹									
Coffee Shop with Drive-Through		TSF	820.38	45.38	43.61	88.99	21.69	21.69	43.38
Coffee Shop without Drive-Through		TSF	-	51.58	49.56	101.14	18.16	18.15	36.31
Project Trip Generation									
Coffee Shop with Drive-Through	2,790	TSF	2,289	126	122	248	61	60	121
Pass-By Reductions ²			(1,145)	(63)	(61)	(124)	(30)	(30)	(60)
Total			1,144	63	61	124	31	30	61
Existing Trip Generation									
Coffee Shop without Drive-Through	1,500	TSF	-	78	74	152	27	27	54
Pass-By Reductions ²			-	(39)	(37)	(76)	(14)	(13)	(27)
Total			-	39	37	76	13	14	27
Net Trip Generation (Project-Existing)									
			-	24	24	48	18	16	34

Source: LSA Associates, Inc. (June 2019).

¹ Trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition (2017).

Land Use Code 937 – Coffee/Donut Shop with Drive-Through Window

Land Use Code 936 – Coffee/Donut Shop without Drive-Through Window (ITE does not have an ADT rate for this land use code)

² Pass-by reductions (50 percent) developed from the ITE *Trip Generation Handbook*, 3rd Edition (2017).

ADT = average daily traffic

TSF = thousand square feet

Trip Distribution and Assignment

Trip distribution defines the regional percentage origins/destinations for a project. Based on the project’s location, project trips were distributed 20 percent north via Washington Street, 20 percent south via Washington Street, 10 percent east via Calle Tampico, and 50 percent west via Calle Tampico. Figures 3 and 4 show the project trip distribution and assignment, respectively.

EXISTING AND EXISTING PLUS PROJECT LEVEL OF SERVICE ANALYSIS

Traffic Volumes

In order to establish existing conditions, an independent traffic count company (Counts Unlimited) conducted traffic counts at the study area intersections and roadway segments. Intersection turning-movement volumes for the study area intersections were collected on Thursday, May 30, 2019, during the a.m. peak hour (between 6:00 a.m. and 8:30 a.m.) and the p.m. peak hour (between 2:30 p.m. and 5:30 p.m.). The 24-hour ADT volumes were collected the same day at the study area roadway segments. All existing traffic counts are provided in Attachment C.

La Quinta historically experiences variations in seasonal population. Per the City’s Engineering Bulletin 06-13, traffic counts conducted in May are increased by 10 percent to account for these cyclical fluctuations. As such, the existing peak-hour and ADT counts conducted in May 2019 have been increased by 10 percent for purposes of this analysis. Figure 5 illustrates the existing intersection volumes (including the 10 percent adjustment). The existing plus project volumes at the study area locations were calculated by adding project trips to the existing traffic volumes. Figure 6 illustrates the existing plus project intersection volumes.

Intersection Level of Service

Table B presents the results of the peak-hour LOS analysis of the study area intersections. As this table indicates, all study area intersections currently operate at satisfactory LOS. With the implementation of the proposed project, all study area intersections are expected to continue operating at satisfactory LOS. Therefore, the project can be implemented under existing conditions with no significant peak-hour intersection impacts.

Table B: Existing Intersection Level of Service Summary

Intersection	Existing Baseline				Existing Plus Project				Δ Delay		Significant Impact?
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM	PM	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS			
1 Washington Street/ Full-Access Driveway	5.2	A	5.1	A	5.2	A	5.1	A	0.0	0.0	No
2 Washington Street/ RIRO Driveway	12.2	B	15.1	C	12.3	B	15.3	C	0.1	0.2	No
3 Washington Street/ Calle Tampico	15.2	B	19.3	B	15.3	B	19.4	B	0.1	0.1	No
4 Full-Access Driveway/ Calle Tampico	18.4	C	25.8	D	19.2	C	27.1	D	0.8	1.3	No

Source: LSA Associates, Inc. (August 2019).

Delay is reported in seconds.

LOS = level of service

RIRO = right-in, right-out

Δ = change in

Roadway Segment Level of Service

Table C presents the ADT volumes and v/c ratios for the study area roadway segments. As this table indicates, all study area roadway segments currently operate at satisfactory LOS. With the implementation of the project, the study area roadway segments are expected to continue operating at satisfactory LOS. Therefore, the project can be implemented without creating significant impacts on the surrounding study area roadway segments under existing conditions.

Table C: Existing Roadway Level of Service Summary

Roadway	Class	Capacity	Existing Baseline			Project ADT	Existing Plus Project			Δ V/C	Significant Impact?
			ADT	V/C	LOS		ADT	V/C	LOS		
1 Washington north of Calle Tampico	Major	61,100	22,380	0.37	A	229	22,609	0.37	A	0.00	No
2 Calle Tampico west of Washington	Modified Secondary	19,000	9,797	0.52	A	572	10,369	0.55	A	0.03	No

Source: LSA Associates, Inc. (August 2019).

ADT = average daily traffic

LOS = level of service

v/c = volume-to-capacity ratio

Δ = change in

DRIVE-THROUGH QUEUING ANALYSIS

The proposed Starbucks drive-through queuing storage was evaluated to ensure potential queues would not spillback onto public streets. LSA reviewed existing queuing data of a Starbucks drive-through in Lake Forest, California to determine the potential for stacking at the proposed Starbucks drive-through within the La Quinta Village Shopping Center, provided in Attachment D. Based on this information, a maximum queue of 12 vehicles was identified during the morning commute periods between 6:00 a.m. and 9:00 a.m.

As shown on Figure 7, the proposed Starbucks drive-through lane would provide enough distance for nine vehicles between the service window and the parking lot (six vehicles between the service window and the order board and three vehicles between the order board and the entrance of the drive-through lane). An additional eight vehicles (17 total vehicles) could be accommodated before vehicles would queue onto the main drive aisle, but would block five parking spaces within the parking lot parallel to Washington Street. Appropriate signage will be provided on site to direct customers through the southern drive aisle to the new drive-through.

If the maximum observed queue of 12 vehicles were to occur at the project site, the drive-through storage area of nine vehicles could be exceeded by three vehicles during the periods of peak demand. Vehicles 10, 11, and 12 would block only four parking spaces along the internal row of surface parking adjacent to Washington Street. Although four parking spaces may not be accessible during the morning peak periods of Starbucks drive-through demand, the maximum queue would be contained within the parking lot and would not impede traffic along the main drive aisle of the shopping center or the public streets.

Furthermore, exiting vehicles wishing to leave via Washington Avenue turn right and have 138 feet of stacking prior to the public right-of-way. Adequate sight distance is provided at the service exit and throughout the La Quinta Village Shopping Center leading out to Washington Avenue. The exit at Washington Avenue is a right-turn only driveway.

CONCLUSION

Based on this analysis, the proposed project is not expected to significantly impact the surrounding roadway network or the internal circulation system.

If you have any questions, please call me at (949) 553-0666.

Attachments: A: Figures 1–7
B: Existing Counts
C: HCM Worksheets
D: Lake Forest Starbucks Drive-Through Queuing Survey

ATTACHMENT A

FIGURES 1–7

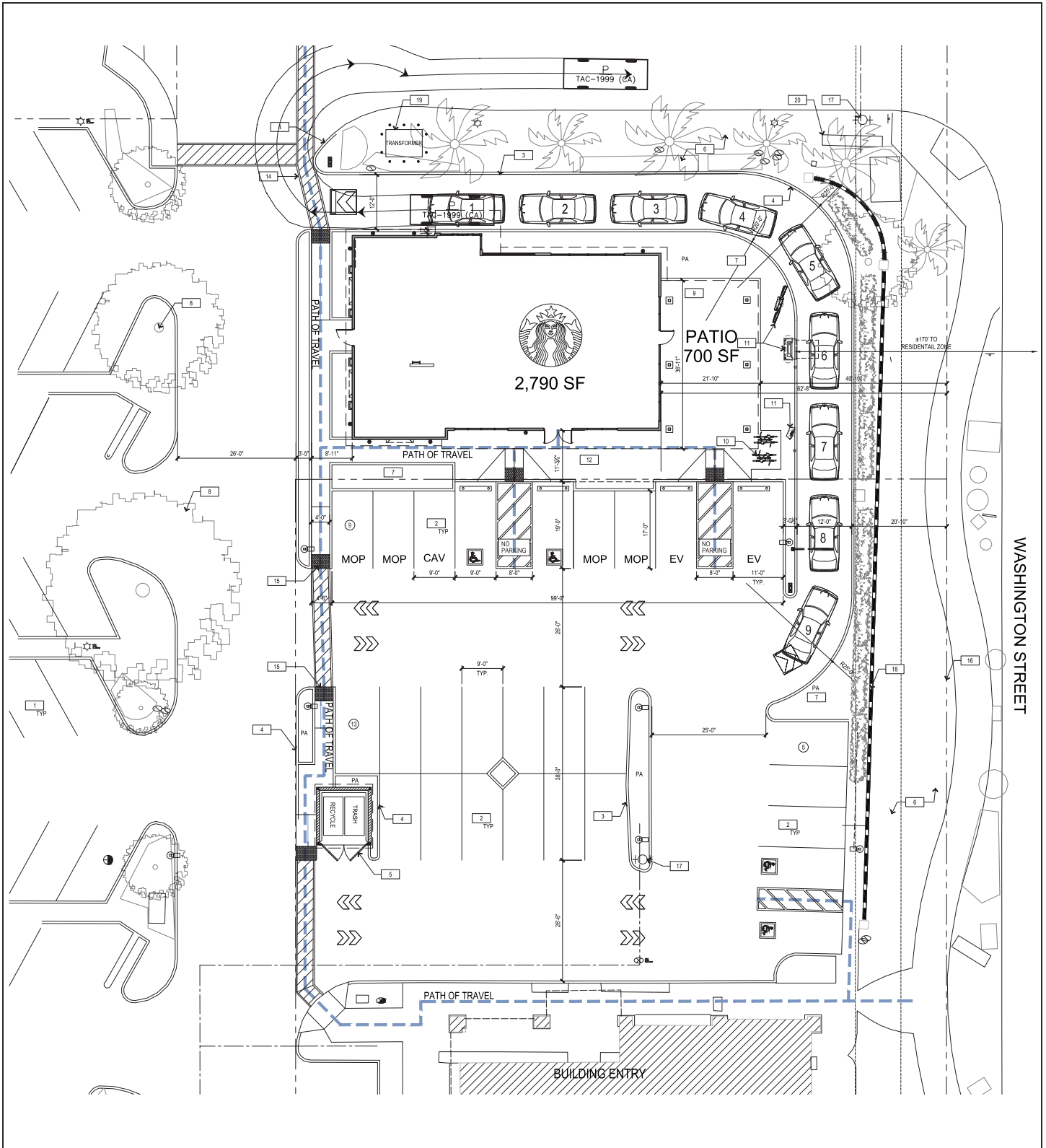
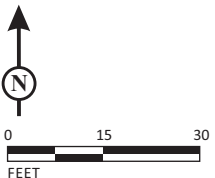


FIGURE 1

LSA



SOURCE: Architects Orange

I:\LQ1901\G\Site Plan.cdr (8/21/2019)

La Quinta Starbucks
Site Plan

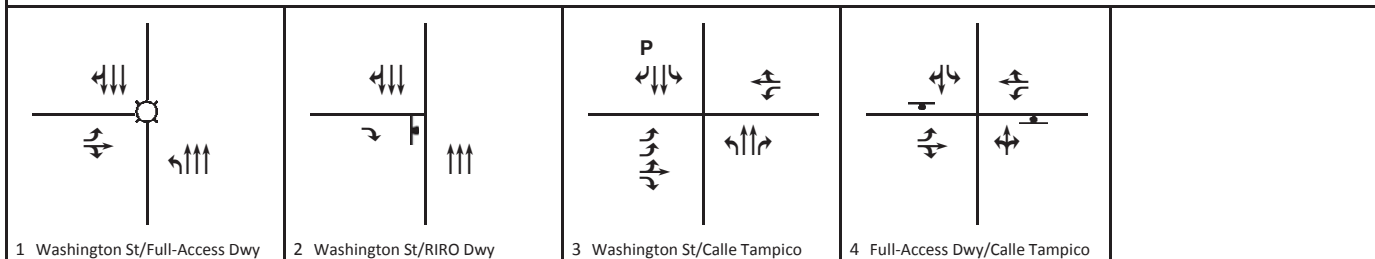


FIGURE 2



- LEGEND**
- Signal
 - Stop Sign
 - Protected Right Turn

Note: Geometry considers new roadway improvements along Calle Tampico

La Quinta Starbucks
Project Location and Study Area Geometrics

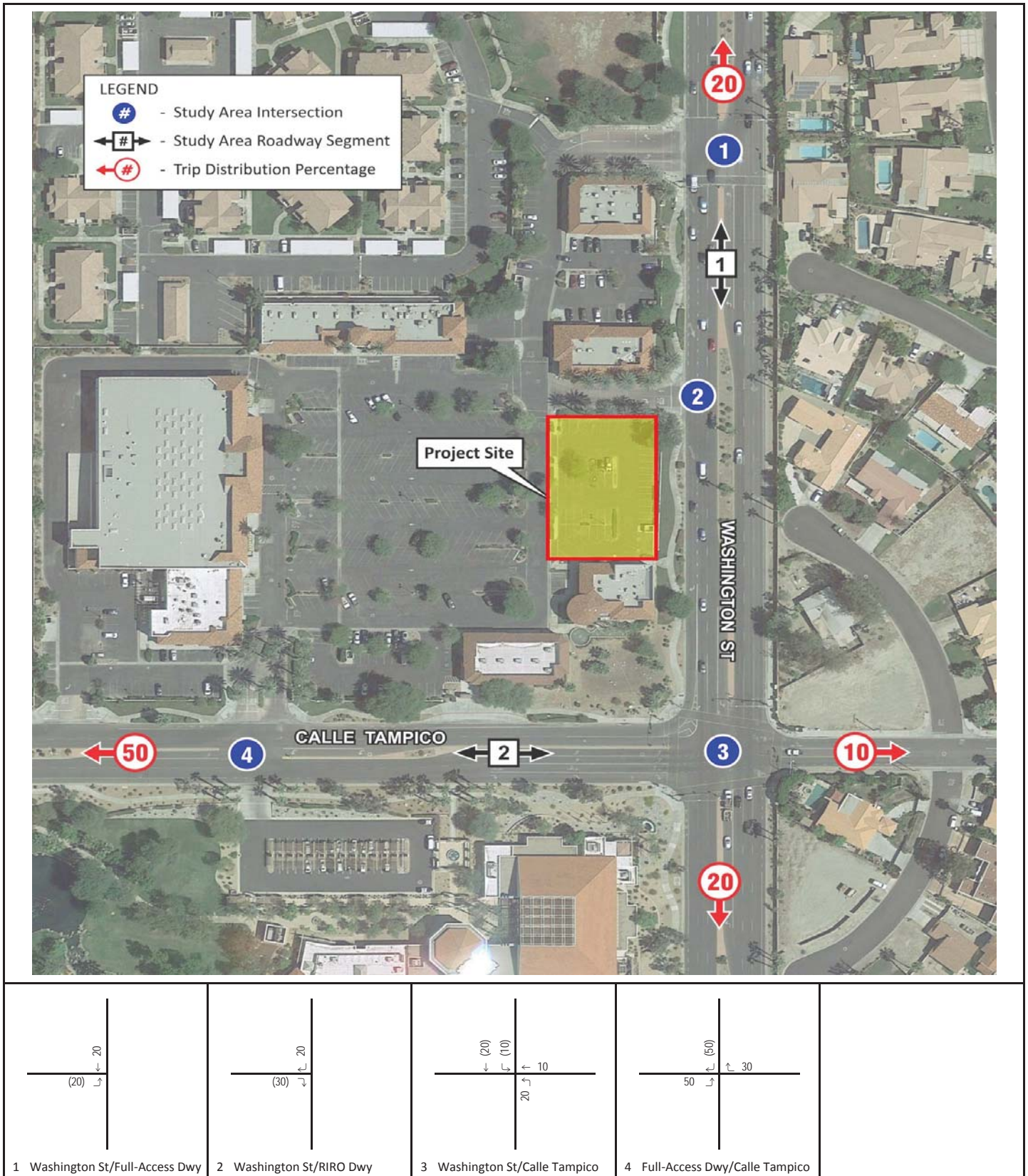


FIGURE 3



LEGEND
xxx (yyy) Inbound (Outbound) %

La Quinta Starbucks
Project Trip Distribution



FIGURE 4



LEGEND
 xxx / yyy AM / PM Volume

La Quinta Starbucks
 Project Trip Assignment

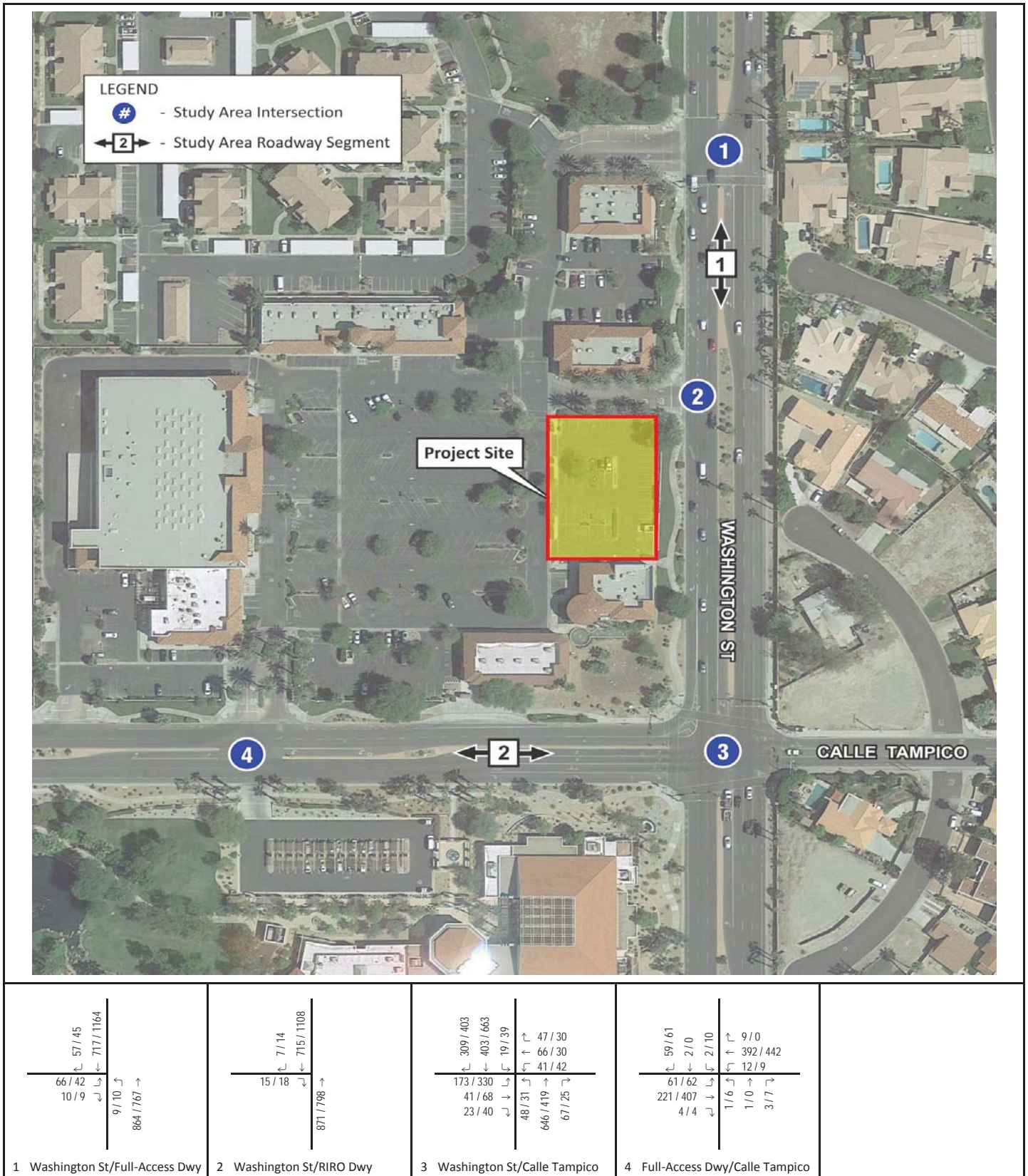


FIGURE 5



LEGEND
xxx / yyy AM / PM Volume

La Quinta Starbucks
Existing Peak-Hour Volumes

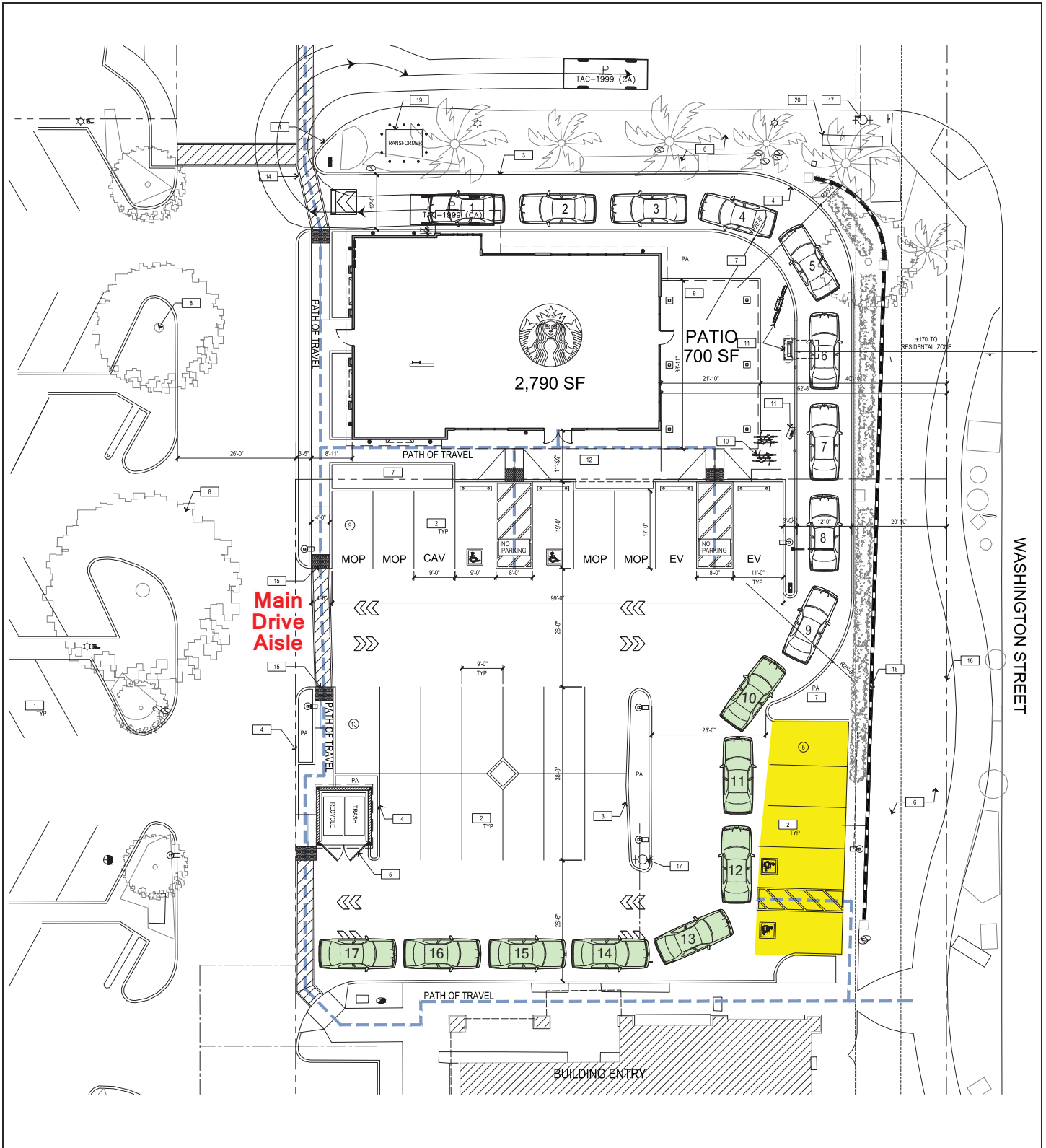


FIGURE 6




LEGEND
xxx / yyy AM / PM Volume


La Quinta Starbucks
Existing Plus Project Peak-Hour Volumes

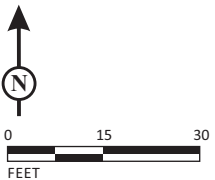


LSA

LEGEND

 - Potential Additional Drive-Through Vehicles (8)

 - Potential Parking Spaces Blocked (5)



SOURCE: Architects Orange

I:\LQ1901\G\Queuing.cdr (8/21/2019)

FIGURE 7

La Quinta Starbucks
Potential Drive-Through Queuing

ATTACHMENT B

HCM WORKSHEETS

HCM 6th Signalized Intersection Summary 1: Full-Access Dwy & Washington Street

06/27/2019



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	66	10	9	864	717	57
Future Volume (veh/h)	66	10	9	864	717	57
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	72	11	10	939	779	62
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	156	139	24	2828	1742	138
Arrive On Green	0.09	0.09	0.01	0.55	0.36	0.36
Sat Flow, veh/h	1781	1585	1781	5274	4992	382
Grp Volume(v), veh/h	72	11	10	939	549	292
Grp Sat Flow(s),veh/h/ln	1781	1585	1781	1702	1702	1802
Q Serve(g_s), s	1.0	0.2	0.1	2.5	3.1	3.1
Cycle Q Clear(g_c), s	1.0	0.2	0.1	2.5	3.1	3.1
Prop In Lane	1.00	1.00	1.00			0.21
Lane Grp Cap(c), veh/h	156	139	24	2828	1229	651
V/C Ratio(X)	0.46	0.08	0.42	0.33	0.45	0.45
Avail Cap(c_a), veh/h	1278	1137	355	3662	2441	1292
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	10.9	10.5	12.3	3.1	6.1	6.1
Incr Delay (d2), s/veh	2.1	0.2	11.2	0.1	0.3	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.2	0.1	0.1	0.3	0.3
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.0	10.8	23.5	3.1	6.4	6.6
LnGrp LOS	B	B	C	A	A	A
Approach Vol, veh/h	83			949	841	
Approach Delay, s/veh	12.7			3.3	6.4	
Approach LOS	B			A	A	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		18.4		6.7	4.8	13.6
Change Period (Y+Rc), s		4.5		4.5	4.5	4.5
Max Green Setting (Gmax), s		18.0		18.0	5.0	18.0
Max Q Clear Time (g_c+I1), s		4.5		3.0	2.1	5.1
Green Ext Time (p_c), s		5.5		0.1	0.0	4.0
Intersection Summary						
HCM 6th Ctrl Delay			5.2			
HCM 6th LOS			A			

HCM 6th TWSC
2: Washington Street

06/27/2019

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑↑	↑↑↑	
Traffic Vol, veh/h	0	15	0	871	715	7
Future Vol, veh/h	0	15	0	871	715	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	16	0	947	777	8

Major/Minor	Minor2	Major1	Major2		
Conflicting Flow All	-	393	-	0	0
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-
Pot Cap-1 Maneuver	0	518	0	-	-
Stage 1	0	-	0	-	-
Stage 2	0	-	0	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	-	518	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.2	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	518	-	-
HCM Lane V/C Ratio	-	0.031	-	-
HCM Control Delay (s)	-	12.2	-	-
HCM Lane LOS	-	B	-	-
HCM 95th %tile Q(veh)	-	0.1	-	-

HCM 6th Signalized Intersection Summary 3: Calle Tampico & Washington Street

06/27/2019



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	173	41	23	41	66	47	48	646	67	19	403	309
Future Volume (veh/h)	173	41	23	41	66	47	48	646	67	19	403	309
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	172	68	25	45	72	51	52	702	73	21	438	336
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	331	298	253	83	116	82	92	1869	193	45	1318	588
Arrive On Green	0.09	0.16	0.16	0.05	0.11	0.11	0.05	0.40	0.40	0.03	0.37	0.37
Sat Flow, veh/h	3563	1870	1585	1781	1019	722	1781	4702	485	1781	3554	1585
Grp Volume(v), veh/h	172	68	25	45	0	123	52	507	268	21	438	336
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	0	1740	1781	1702	1783	1781	1777	1585
Q Serve(g_s), s	2.2	1.5	0.7	1.2	0.0	3.3	1.4	5.1	5.2	0.6	4.3	8.2
Cycle Q Clear(g_c), s	2.2	1.5	0.7	1.2	0.0	3.3	1.4	5.1	5.2	0.6	4.3	8.2
Prop In Lane	1.00		1.00	1.00		0.41	1.00		0.27	1.00		1.00
Lane Grp Cap(c), veh/h	331	298	253	83	0	197	92	1353	709	45	1318	588
V/C Ratio(X)	0.52	0.23	0.10	0.54	0.00	0.62	0.56	0.37	0.38	0.46	0.33	0.57
Avail Cap(c_a), veh/h	367	694	588	184	0	646	184	1353	709	184	1318	588
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.0	17.8	17.4	22.6	0.0	20.5	22.5	10.4	10.4	23.3	11.0	12.2
Incr Delay (d2), s/veh	1.3	0.4	0.2	5.3	0.0	3.2	5.3	0.8	1.5	7.2	0.7	4.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	0.6	0.2	0.6	0.0	1.3	0.6	1.4	1.7	0.3	1.3	2.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	22.2	18.2	17.6	27.9	0.0	23.7	27.7	11.1	11.9	30.6	11.6	16.2
LnGrp LOS	C	B	B	C	A	C	C	B	B	C	B	B
Approach Vol, veh/h		265			168			827			795	
Approach Delay, s/veh		20.8			24.9			12.4			14.1	
Approach LOS		C			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	5.7	23.8	6.8	12.2	7.0	22.5	9.0	10.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.0	18.0	5.0	18.0	5.0	18.0	5.0	18.0				
Max Q Clear Time (g_c+I1), s	2.6	7.2	3.2	3.5	3.4	10.2	4.2	5.3				
Green Ext Time (p_c), s	0.0	3.3	0.0	0.2	0.0	2.3	0.0	0.4				

Intersection Summary

HCM 6th Ctrl Delay	15.2
HCM 6th LOS	B

Notes

User approved volume balancing among the lanes for turning movement.

HCM 6th TWSC

4: Calle Tampico/Calle Tampico & Full-Access Driveway

08/01/2019

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗			↕		↖	↗	
Traffic Vol, veh/h	61	221	4	12	392	9	1	1	3	2	2	59
Future Vol, veh/h	61	221	4	12	392	9	1	1	3	2	2	59
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	98	-	-	91	-	-	-	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	66	240	4	13	426	10	1	1	3	2	2	64

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	436	0	0	244	0	0	864	836	242	833	833	431
Stage 1	-	-	-	-	-	-	374	374	-	457	457	-
Stage 2	-	-	-	-	-	-	490	462	-	376	376	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1124	-	-	1322	-	-	274	303	797	288	304	624
Stage 1	-	-	-	-	-	-	647	618	-	583	568	-
Stage 2	-	-	-	-	-	-	560	565	-	645	616	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1124	-	-	1322	-	-	232	282	797	271	283	624
Mov Cap-2 Maneuver	-	-	-	-	-	-	232	282	-	271	283	-
Stage 1	-	-	-	-	-	-	609	582	-	549	562	-
Stage 2	-	-	-	-	-	-	496	559	-	604	580	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.8			0.2			13.5			11.9		
HCM LOS							B			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	430	1124	-	-	1322	-	-	271	600
HCM Lane V/C Ratio	0.013	0.059	-	-	0.01	-	-	0.008	0.111
HCM Control Delay (s)	13.5	8.4	-	-	7.8	-	-	18.4	11.7
HCM Lane LOS	B	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	0	0.2	-	-	0	-	-	0	0.4

HCM 6th Signalized Intersection Summary 1: Full-Access Dwy & Washington Street

08/01/2019



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	42	9	10	767	1164	45
Future Volume (veh/h)	42	9	10	767	1164	45
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	46	10	11	834	1265	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	112	100	26	3179	2273	88
Arrive On Green	0.06	0.06	0.01	0.62	0.45	0.45
Sat Flow, veh/h	1781	1585	1781	5274	5212	195
Grp Volume(v), veh/h	46	10	11	834	854	460
Grp Sat Flow(s),veh/h/ln	1781	1585	1781	1702	1702	1835
Q Serve(g_s), s	0.7	0.2	0.2	2.1	5.3	5.3
Cycle Q Clear(g_c), s	0.7	0.2	0.2	2.1	5.3	5.3
Prop In Lane	1.00	1.00	1.00			0.11
Lane Grp Cap(c), veh/h	112	100	26	3179	1534	827
V/C Ratio(X)	0.41	0.10	0.42	0.26	0.56	0.56
Avail Cap(c_a), veh/h	1121	997	311	3213	2142	1155
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.9	12.6	14.0	2.4	5.8	5.8
Incr Delay (d2), s/veh	2.4	0.4	10.5	0.0	0.3	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	0.1	0.0	0.4	0.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.3	13.1	24.5	2.5	6.1	6.4
LnGrp LOS	B	B	C	A	A	A
Approach Vol, veh/h	56			845	1314	
Approach Delay, s/veh	14.9			2.8	6.2	
Approach LOS	B			A	A	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		22.3		6.3	4.9	17.4
Change Period (Y+Rc), s		4.5		4.5	4.5	4.5
Max Green Setting (Gmax), s		18.0		18.0	5.0	18.0
Max Q Clear Time (g_c+I1), s		4.1		2.7	2.2	7.3
Green Ext Time (p_c), s		4.9		0.1	0.0	5.6
Intersection Summary						
HCM 6th Ctrl Delay			5.1			
HCM 6th LOS			A			

HCM 6th TWSC
2: Washington Street

06/27/2019

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑↑	↑↑↑	
Traffic Vol, veh/h	0	18	0	798	1108	14
Future Vol, veh/h	0	18	0	798	1108	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	20	0	867	1204	15

Major/Minor	Minor2	Major1	Major2		
Conflicting Flow All	-	610	-	0	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-
Pot Cap-1 Maneuver	0	375	0	-	-
Stage 1	0	-	0	-	-
Stage 2	0	-	0	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	-	375	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.1	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	375	-	-
HCM Lane V/C Ratio	-	0.052	-	-
HCM Control Delay (s)	-	15.1	-	-
HCM Lane LOS	-	C	-	-
HCM 95th %tile Q(veh)	-	0.2	-	-

HCM 6th Signalized Intersection Summary 3: Calle Tampico & Washington Street

06/27/2019



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	330	68	40	42	30	30	31	419	25	39	663	403
Future Volume (veh/h)	330	68	40	42	30	30	31	419	25	39	663	403
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	324	123	43	46	33	33	34	455	27	42	721	438
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	371	295	250	85	87	87	68	1849	109	80	1356	605
Arrive On Green	0.10	0.16	0.16	0.05	0.10	0.10	0.04	0.37	0.37	0.04	0.38	0.38
Sat Flow, veh/h	3563	1870	1585	1781	858	858	1781	4932	290	1781	3554	1585
Grp Volume(v), veh/h	324	123	43	46	0	66	34	313	169	42	721	438
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	0	1716	1781	1702	1818	1781	1777	1585
Q Serve(g_s), s	4.3	2.8	1.1	1.2	0.0	1.7	0.9	3.0	3.1	1.1	7.6	11.3
Cycle Q Clear(g_c), s	4.3	2.8	1.1	1.2	0.0	1.7	0.9	3.0	3.1	1.1	7.6	11.3
Prop In Lane	1.00		1.00	1.00		0.50	1.00		0.16	1.00		1.00
Lane Grp Cap(c), veh/h	371	295	250	85	0	174	68	1276	681	80	1356	605
V/C Ratio(X)	0.87	0.42	0.17	0.54	0.00	0.38	0.50	0.25	0.25	0.53	0.53	0.72
Avail Cap(c_a), veh/h	371	701	594	185	0	643	185	1276	681	185	1356	605
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.2	18.2	17.5	22.3	0.0	20.2	22.7	10.3	10.3	22.4	11.5	12.7
Incr Delay (d2), s/veh	19.9	0.9	0.3	5.3	0.0	1.4	5.7	0.5	0.9	5.3	1.5	7.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.5	1.1	0.4	0.6	0.0	0.6	0.4	0.9	1.0	0.5	2.3	1.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	41.1	19.2	17.8	27.6	0.0	21.5	28.3	10.8	11.2	27.8	13.0	20.1
LnGrp LOS	D	B	B	C	A	C	C	B	B	C	B	C
Approach Vol, veh/h		490			112			516			1201	
Approach Delay, s/veh		33.5			24.0			12.1			16.1	
Approach LOS		C			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.6	22.5	6.8	12.1	6.3	22.8	9.5	9.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.0	18.0	5.0	18.0	5.0	18.0	5.0	18.0				
Max Q Clear Time (g_c+I1), s	3.1	5.1	3.2	4.8	2.9	13.3	6.3	3.7				
Green Ext Time (p_c), s	0.0	2.1	0.0	0.5	0.0	2.5	0.0	0.2				

Intersection Summary

HCM 6th Ctrl Delay	19.3
HCM 6th LOS	B

Notes

User approved volume balancing among the lanes for turning movement.

HCM 6th TWSC

4: Calle Tampico & Full-Access Driveway

08/01/2019

Intersection												
Int Delay, s/veh	1.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗			↕		↖	↗	
Traffic Vol, veh/h	62	407	4	9	442	0	1	1	3	10	0	61
Future Vol, veh/h	62	407	4	9	442	0	1	1	3	10	0	61
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	98	-	-	91	-	-	-	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	67	442	4	10	480	0	1	1	3	11	0	66

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	480	0	0	446	0	0	1111	1078	444	1080	1080	480
Stage 1	-	-	-	-	-	-	578	578	-	500	500	-
Stage 2	-	-	-	-	-	-	533	500	-	580	580	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1082	-	-	1114	-	-	186	219	614	196	218	586
Stage 1	-	-	-	-	-	-	501	501	-	553	543	-
Stage 2	-	-	-	-	-	-	531	543	-	500	500	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1082	-	-	1114	-	-	156	204	614	184	203	586
Mov Cap-2 Maneuver	-	-	-	-	-	-	156	204	-	184	203	-
Stage 1	-	-	-	-	-	-	470	470	-	519	538	-
Stage 2	-	-	-	-	-	-	467	538	-	465	469	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.1			0.2			16.9			13.9		
HCM LOS							C			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	309	1082	-	-	1114	-	-	184	586
HCM Lane V/C Ratio	0.018	0.062	-	-	0.009	-	-	0.059	0.113
HCM Control Delay (s)	16.9	8.5	-	-	8.3	-	-	25.8	11.9
HCM Lane LOS	C	A	-	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.1	0.2	-	-	0	-	-	0.2	0.4

HCM 6th Signalized Intersection Summary 1: Full-Access Dwy & Washington Street

06/27/2019



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	71	10	9	864	722	57
Future Volume (veh/h)	71	10	9	864	722	57
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	77	11	10	939	785	62
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	162	145	24	2823	1744	137
Arrive On Green	0.09	0.09	0.01	0.55	0.36	0.36
Sat Flow, veh/h	1781	1585	1781	5274	4995	379
Grp Volume(v), veh/h	77	11	10	939	553	294
Grp Sat Flow(s),veh/h/ln	1781	1585	1781	1702	1702	1802
Q Serve(g_s), s	1.0	0.2	0.1	2.5	3.1	3.2
Cycle Q Clear(g_c), s	1.0	0.2	0.1	2.5	3.1	3.2
Prop In Lane	1.00	1.00	1.00			0.21
Lane Grp Cap(c), veh/h	162	145	24	2823	1230	651
V/C Ratio(X)	0.47	0.08	0.42	0.33	0.45	0.45
Avail Cap(c_a), veh/h	1268	1129	352	3636	2424	1283
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	10.9	10.5	12.4	3.1	6.2	6.2
Incr Delay (d2), s/veh	2.1	0.2	11.2	0.1	0.3	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.2	0.1	0.1	0.3	0.3
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	13.1	10.7	23.6	3.2	6.4	6.7
LnGrp LOS	B	B	C	A	A	A
Approach Vol, veh/h	88			949	847	
Approach Delay, s/veh	12.8			3.4	6.5	
Approach LOS	B			A	A	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		18.5		6.8	4.8	13.6
Change Period (Y+Rc), s		4.5		4.5	4.5	4.5
Max Green Setting (Gmax), s		18.0		18.0	5.0	18.0
Max Q Clear Time (g_c+I1), s		4.5		3.0	2.1	5.2
Green Ext Time (p_c), s		5.5		0.2	0.0	4.0
Intersection Summary						
HCM 6th Ctrl Delay			5.2			
HCM 6th LOS			A			

HCM 6th TWSC
2: Washington Street

06/27/2019

Intersection

Int Delay, s/veh 0.2

Movement EBL EBR NBL NBT SBT SBR

Lane Configurations		↗		↑↑↑	↑↑↑	
Traffic Vol, veh/h	0	22	0	871	715	12
Future Vol, veh/h	0	22	0	871	715	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	24	0	947	777	13

Major/Minor Minor2 Major1 Major2

Conflicting Flow All	-	395	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	516	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	516	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach EB NB SB

HCM Control Delay, s	12.3	0	0
HCM LOS	B		

Minor Lane/Major Mvmt NBT EBLn1 SBT SBR

Capacity (veh/h)	-	516	-	-
HCM Lane V/C Ratio	-	0.046	-	-
HCM Control Delay (s)	-	12.3	-	-
HCM Lane LOS	-	B	-	-
HCM 95th %tile Q(veh)	-	0.1	-	-

HCM 6th Signalized Intersection Summary 3: Calle Tampico & Washington Street

06/27/2019



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	173	41	23	41	68	47	53	646	67	21	408	309
Future Volume (veh/h)	173	41	23	41	68	47	53	646	67	21	408	309
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	172	68	25	45	74	51	58	702	73	23	443	336
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	329	299	254	83	118	81	99	1867	193	49	1310	584
Arrive On Green	0.09	0.16	0.16	0.05	0.11	0.11	0.06	0.40	0.40	0.03	0.37	0.37
Sat Flow, veh/h	3563	1870	1585	1781	1031	711	1781	4702	485	1781	3554	1585
Grp Volume(v), veh/h	172	68	25	45	0	125	58	507	268	23	443	336
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	0	1742	1781	1702	1783	1781	1777	1585
Q Serve(g_s), s	2.2	1.5	0.7	1.2	0.0	3.3	1.6	5.1	5.2	0.6	4.4	8.3
Cycle Q Clear(g_c), s	2.2	1.5	0.7	1.2	0.0	3.3	1.6	5.1	5.2	0.6	4.4	8.3
Prop In Lane	1.00		1.00	1.00		0.41	1.00		0.27	1.00		1.00
Lane Grp Cap(c), veh/h	329	299	254	83	0	199	99	1351	708	49	1310	584
V/C Ratio(X)	0.52	0.23	0.10	0.54	0.00	0.63	0.58	0.38	0.38	0.47	0.34	0.57
Avail Cap(c_a), veh/h	365	690	584	182	0	642	182	1351	708	182	1310	584
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.1	17.9	17.5	22.8	0.0	20.6	22.5	10.4	10.4	23.4	11.1	12.3
Incr Delay (d2), s/veh	1.3	0.4	0.2	5.3	0.0	3.2	5.3	0.8	1.5	6.9	0.7	4.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	0.6	0.2	0.6	0.0	1.3	0.7	1.5	1.7	0.3	1.3	2.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	22.4	18.3	17.7	28.1	0.0	23.8	27.8	11.2	12.0	30.3	11.8	16.4
LnGrp LOS	C	B	B	C	A	C	C	B	B	C	B	B
Approach Vol, veh/h		265			170			833			802	
Approach Delay, s/veh		20.9			25.0			12.6			14.3	
Approach LOS		C			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	5.8	23.9	6.8	12.3	7.2	22.5	9.0	10.1				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.0	18.0	5.0	18.0	5.0	18.0	5.0	18.0				
Max Q Clear Time (g_c+I1), s	2.6	7.2	3.2	3.5	3.6	10.3	4.2	5.3				
Green Ext Time (p_c), s	0.0	3.3	0.0	0.2	0.0	2.3	0.0	0.4				

Intersection Summary

HCM 6th Ctrl Delay	15.3
HCM 6th LOS	B

Notes

User approved volume balancing among the lanes for turning movement.

HCM 6th TWSC

4: Calle Tampico & Full-Access Driveway

08/01/2019

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗			↕		↖	↗	
Traffic Vol, veh/h	73	221	4	12	392	16	1	1	3	2	2	71
Future Vol, veh/h	73	221	4	12	392	16	1	1	3	2	2	71
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	98	-	-	91	-	-	-	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	79	240	4	13	426	17	1	1	3	2	2	77

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	443	0	0	244	0	0	900	869	242	863	863	435
Stage 1	-	-	-	-	-	-	400	400	-	461	461	-
Stage 2	-	-	-	-	-	-	500	469	-	402	402	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1117	-	-	1322	-	-	259	290	797	275	292	621
Stage 1	-	-	-	-	-	-	626	602	-	581	565	-
Stage 2	-	-	-	-	-	-	553	561	-	625	600	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1117	-	-	1322	-	-	212	267	797	256	269	621
Mov Cap-2 Maneuver	-	-	-	-	-	-	212	267	-	256	269	-
Stage 1	-	-	-	-	-	-	582	559	-	540	559	-
Stage 2	-	-	-	-	-	-	478	555	-	577	557	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	2.1			0.2			13.9			12.1		
HCM LOS							B			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	409	1117	-	-	1322	-	-	256	600
HCM Lane V/C Ratio	0.013	0.071	-	-	0.01	-	-	0.008	0.132
HCM Control Delay (s)	13.9	8.5	-	-	7.8	-	-	19.2	11.9
HCM Lane LOS		B	A	-	-	A	-	C	B
HCM 95th %tile Q(veh)		0	0.2	-	-	0	-	0	0.5

HCM 6th Signalized Intersection Summary 1: Full-Access Dwy & Washington Street

06/27/2019



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	45	9	10	767	1168	45
Future Volume (veh/h)	45	9	10	767	1168	45
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00			1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	49	10	11	834	1270	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	116	104	26	3174	2272	88
Arrive On Green	0.07	0.07	0.01	0.62	0.45	0.45
Sat Flow, veh/h	1781	1585	1781	5274	5213	195
Grp Volume(v), veh/h	49	10	11	834	857	462
Grp Sat Flow(s),veh/h/ln	1781	1585	1781	1702	1702	1835
Q Serve(g_s), s	0.8	0.2	0.2	2.1	5.3	5.3
Cycle Q Clear(g_c), s	0.8	0.2	0.2	2.1	5.3	5.3
Prop In Lane	1.00	1.00	1.00			0.11
Lane Grp Cap(c), veh/h	116	104	26	3174	1533	827
V/C Ratio(X)	0.42	0.10	0.42	0.26	0.56	0.56
Avail Cap(c_a), veh/h	1115	993	310	3197	2132	1149
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.9	12.6	14.0	2.5	5.8	5.8
Incr Delay (d2), s/veh	2.4	0.4	10.5	0.0	0.3	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	0.1	0.1	0.4	0.5
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	15.3	13.0	24.5	2.5	6.1	6.4
LnGrp LOS	B	B	C	A	A	A
Approach Vol, veh/h	59			845	1319	
Approach Delay, s/veh	14.9			2.8	6.2	
Approach LOS	B			A	A	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		22.4		6.4	4.9	17.4
Change Period (Y+Rc), s		4.5		4.5	4.5	4.5
Max Green Setting (Gmax), s		18.0		18.0	5.0	18.0
Max Q Clear Time (g_c+I1), s		4.1		2.8	2.2	7.3
Green Ext Time (p_c), s		4.9		0.1	0.0	5.6
Intersection Summary						
HCM 6th Ctrl Delay			5.1			
HCM 6th LOS			A			

HCM 6th TWSC
2: Washington Street

06/27/2019

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑↑	↑↑↑	
Traffic Vol, veh/h	0	23	0	798	1108	18
Future Vol, veh/h	0	23	0	798	1108	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	25	0	867	1204	20

Major/Minor	Minor2	Major1	Major2		
Conflicting Flow All	-	612	-	0	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-
Pot Cap-1 Maneuver	0	374	0	-	-
Stage 1	0	-	0	-	-
Stage 2	0	-	0	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	-	374	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.3	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	374	-	-
HCM Lane V/C Ratio	-	0.067	-	-
HCM Control Delay (s)	-	15.3	-	-
HCM Lane LOS	-	C	-	-
HCM 95th %tile Q(veh)	-	0.2	-	-

HCM 6th Signalized Intersection Summary 3: Calle Tampico & Washington Street

06/27/2019



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	330	68	40	42	32	30	34	419	25	41	666	403
Future Volume (veh/h)	330	68	40	42	32	30	34	419	25	41	666	403
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	324	123	43	46	35	33	37	455	27	45	724	438
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	370	295	250	85	90	85	72	1844	108	84	1352	603
Arrive On Green	0.10	0.16	0.16	0.05	0.10	0.10	0.04	0.37	0.37	0.05	0.38	0.38
Sat Flow, veh/h	3563	1870	1585	1781	885	835	1781	4932	290	1781	3554	1585
Grp Volume(v), veh/h	324	123	43	46	0	68	37	313	169	45	724	438
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	0	1720	1781	1702	1818	1781	1777	1585
Q Serve(g_s), s	4.3	2.9	1.1	1.2	0.0	1.8	1.0	3.1	3.1	1.2	7.6	11.4
Cycle Q Clear(g_c), s	4.3	2.9	1.1	1.2	0.0	1.8	1.0	3.1	3.1	1.2	7.6	11.4
Prop In Lane	1.00		1.00	1.00		0.49	1.00		0.16	1.00		1.00
Lane Grp Cap(c), veh/h	370	295	250	85	0	174	72	1273	680	84	1352	603
V/C Ratio(X)	0.88	0.42	0.17	0.54	0.00	0.39	0.51	0.25	0.25	0.54	0.54	0.73
Avail Cap(c_a), veh/h	370	699	593	185	0	643	185	1273	680	185	1352	603
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	21.3	18.3	17.6	22.4	0.0	20.2	22.6	10.4	10.4	22.4	11.6	12.8
Incr Delay (d2), s/veh	20.3	0.9	0.3	5.3	0.0	1.4	5.5	0.5	0.9	5.3	1.5	7.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.5	1.1	0.4	0.6	0.0	0.7	0.5	0.9	1.0	0.5	2.3	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	41.5	19.2	17.9	27.7	0.0	21.7	28.2	10.9	11.3	27.7	13.1	20.3
LnGrp LOS	D	B	B	C	A	C	C	B	B	C	B	C
Approach Vol, veh/h		490			114			519			1207	
Approach Delay, s/veh		33.8			24.1			12.2			16.3	
Approach LOS		C			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.8	22.5	6.8	12.1	6.5	22.8	9.5	9.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.0	18.0	5.0	18.0	5.0	18.0	5.0	18.0				
Max Q Clear Time (g_c+I1), s	3.2	5.1	3.2	4.9	3.0	13.4	6.3	3.8				
Green Ext Time (p_c), s	0.0	2.1	0.0	0.5	0.0	2.4	0.0	0.2				

Intersection Summary

HCM 6th Ctrl Delay	19.4
HCM 6th LOS	B

Notes

User approved volume balancing among the lanes for turning movement.

HCM 6th TWSC

4: Calle Tampico & Full-Access Driveway

08/01/2019

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗			↕		↖	↗	
Traffic Vol, veh/h	71	407	4	9	442	5	6	0	7	10	0	69
Future Vol, veh/h	71	407	4	9	442	5	6	0	7	10	0	69
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	98	-	-	91	-	-	-	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	77	442	4	10	480	5	7	0	8	11	0	75

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	485	0	0	446	0	0	1138	1103	444	1105	1103	483
Stage 1	-	-	-	-	-	-	598	598	-	503	503	-
Stage 2	-	-	-	-	-	-	540	505	-	602	600	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1078	-	-	1114	-	-	179	211	614	188	211	584
Stage 1	-	-	-	-	-	-	489	491	-	551	541	-
Stage 2	-	-	-	-	-	-	526	540	-	486	490	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1078	-	-	1114	-	-	146	194	614	174	194	584
Mov Cap-2 Maneuver	-	-	-	-	-	-	146	194	-	174	194	-
Stage 1	-	-	-	-	-	-	454	456	-	512	536	-
Stage 2	-	-	-	-	-	-	454	535	-	446	455	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.3			0.2			20.4			14		
HCM LOS							C			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	248	1078	-	-	1114	-	-	174	584
HCM Lane V/C Ratio	0.057	0.072	-	-	0.009	-	-	0.062	0.128
HCM Control Delay (s)	20.4	8.6	-	-	8.3	-	-	27.1	12.1
HCM Lane LOS	C	A	-	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.2	0.2	-	-	0	-	-	0.2	0.4

ATTACHMENT C

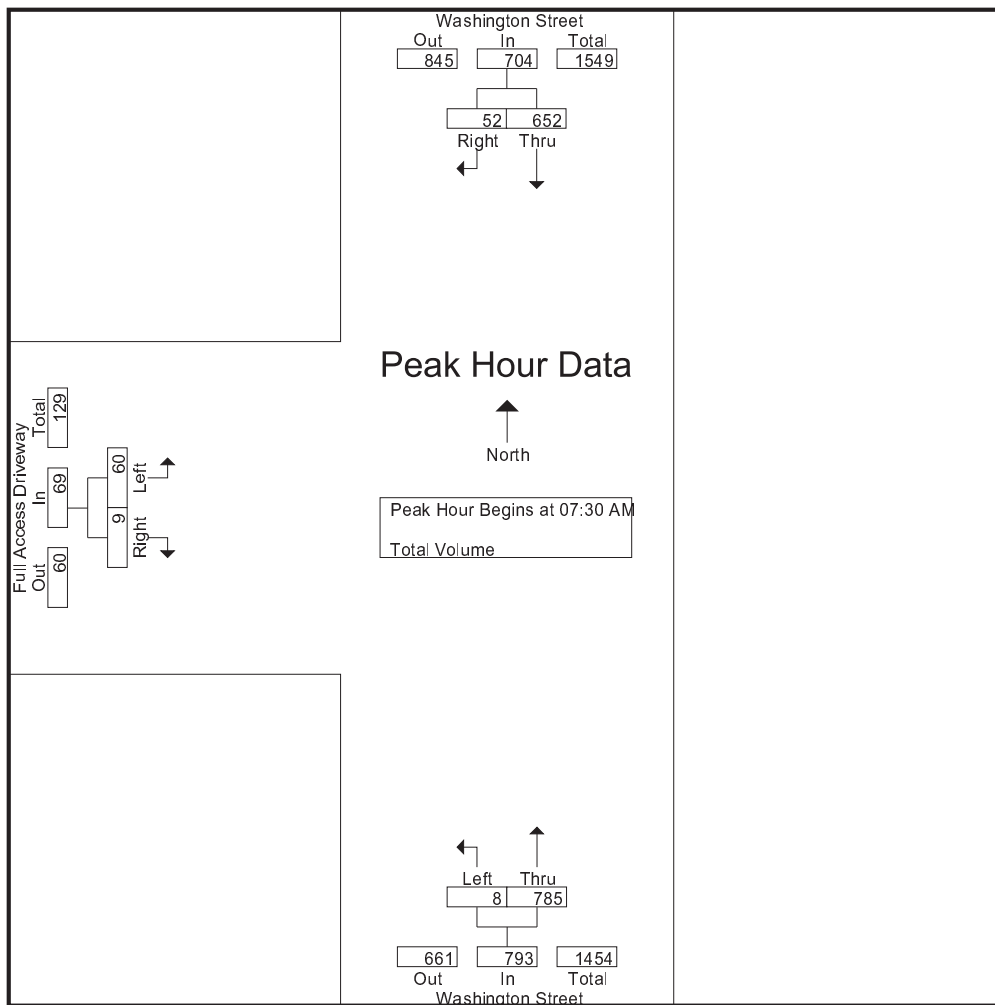
EXISTING COUNTS

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City of La Quinta
 N/S: Washington Street
 E/W: Full Access Driveway
 Weather: Clear

File Name : 01_LQA_Washington DW M
 Site Code : 00319413
 Start Date : 5/30/2019
 Page No : 2



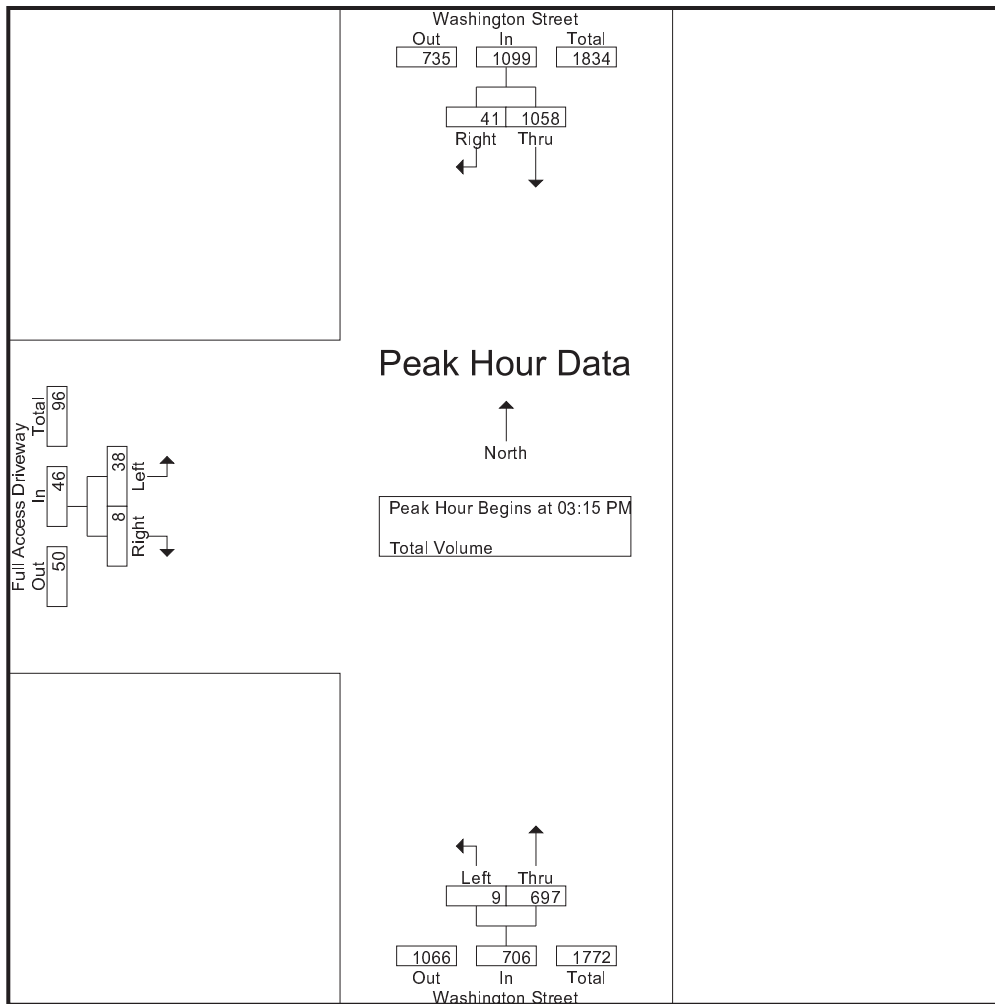
Peak Hour Analysis From 06:00 AM to 08:15 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	07:30 AM			07:00 AM			07:00 AM		
+0 mins.	169	16	185	2	179	181	22	1	23
+15 mins.	164	18	182	2	217	219	23	1	24
+30 mins.	158	6	164	2	209	211	19	0	19
+45 mins.	161	12	173	2	206	208	19	2	21
Total Volume	652	52	704	8	811	819	83	4	87
% App. Total	92.6	7.4		1	99		95.4	4.6	
PHF	.964	.722	.951	1.000	.934	.935	.902	.500	.906

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City of La Quinta
 N/S: Washington Street
 E/W: Full Access Driveway
 Weather: Clear

File Name : 01_LQA_Washington_FA DW PM
 Site Code : 00319413
 Start Date : 5/30/2019
 Page No : 2



Peak Hour Analysis From 02:30 PM to 05:15 PM - Peak 1 of 1

Peak Hour for Each Approach Begins at:

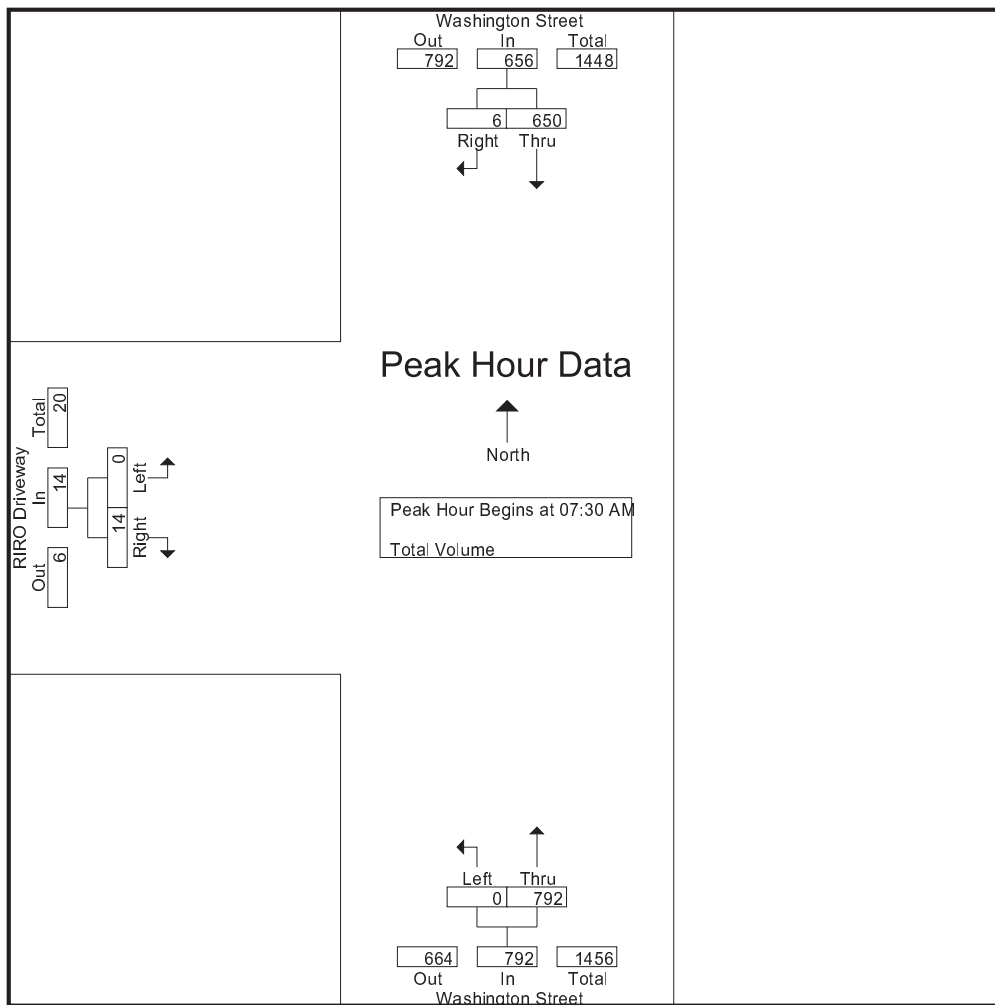
	03:15 PM			03:15 PM			02:30 PM		
+0 mins.	247	12	259	4	170	174	14	3	17
+15 mins.	288	10	298	2	168	170	9	2	11
+30 mins.	258	9	267	1	197	198	13	1	14
+45 mins.	265	10	275	2	162	164	11	1	12
Total Volume	1058	41	1099	9	697	706	47	7	54
% App. Total	96.3	3.7		1.3	98.7		87	13	
PHF	.918	.854	.922	.563	.885	.891	.839	.583	.794

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City of La Quinta
 N/S: Washington Street
 E/W: RIRO Driveway
 Weather: Clear

File Name : 02_LQA_Washington_RIRO DW AM
 Site Code : 00319413
 Start Date : 5/30/2019
 Page No : 2



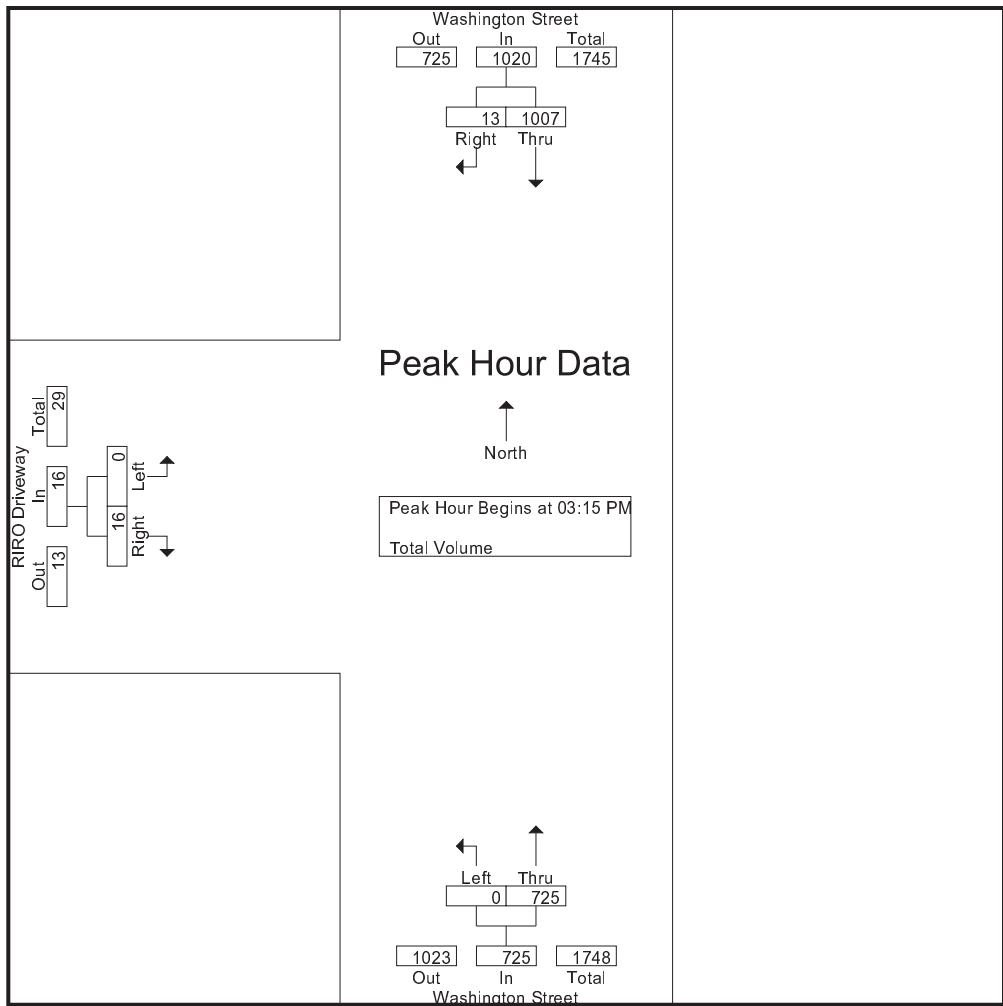
Peak Hour Analysis From 06:00 AM to 08:15 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	07:30 AM			07:15 AM			06:45 AM		
+0 mins.	165	2	167	0	225	225	0	6	6
+15 mins.	158	0	158	0	195	195	0	6	6
+30 mins.	161	1	162	0	214	214	0	4	4
+45 mins.	166	3	169	0	186	186	0	6	6
Total Volume	650	6	656	0	820	820	0	22	22
% App. Total	99.1	0.9		0	100		0	100	
PHF	.979	.500	.970	.000	.911	.911	.000	.917	.917

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City of La Quinta
 N/S: Washington Street
 E/W: RIRO Driveway
 Weather: Clear

File Name : 02_LQA_Washington_RIRO DW PM
 Site Code : 00319413
 Start Date : 5/30/2019
 Page No : 2



Peak Hour Analysis From 02:30 PM to 05:15 PM - Peak 1 of 1

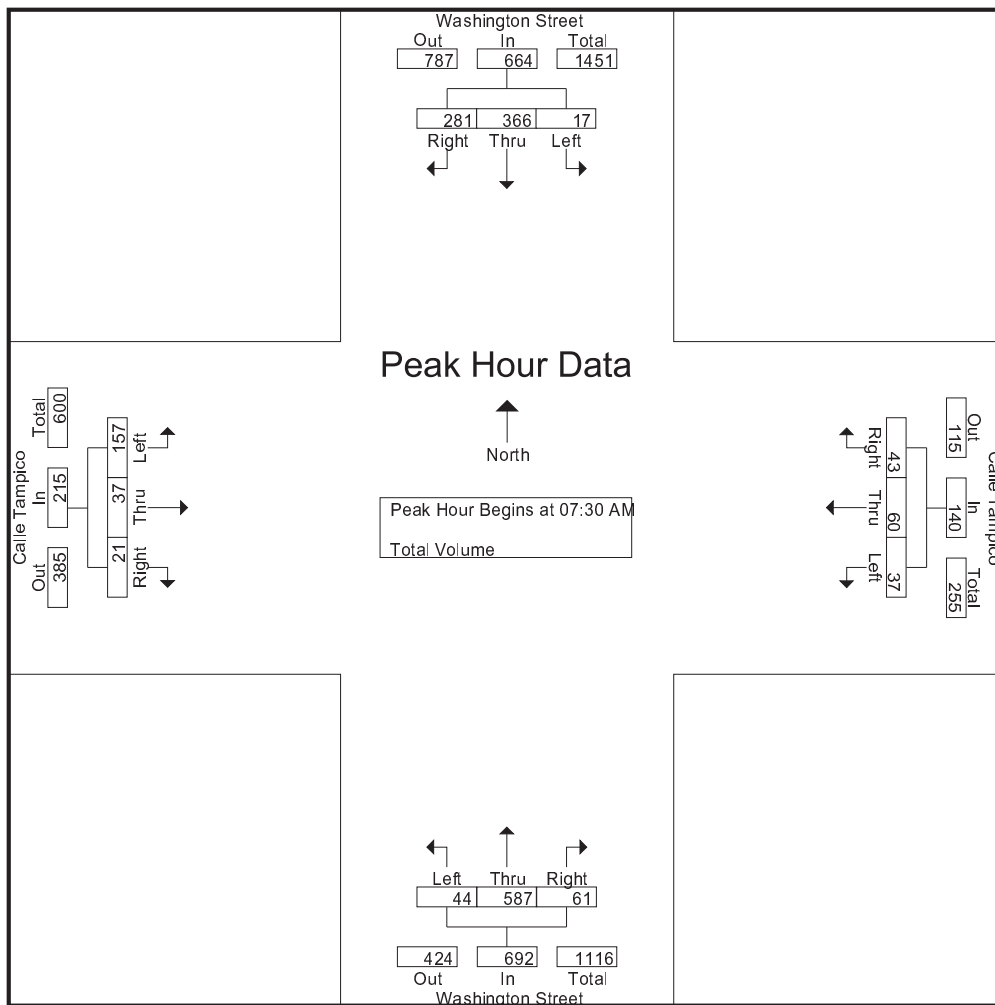
Peak Hour for Each Approach Begins at:

	03:30 PM			03:15 PM			03:00 PM		
+0 mins.	277	1	278	0	176	176	0	5	5
+15 mins.	250	6	256	0	183	183	0	2	2
+30 mins.	233	1	234	0	195	195	0	2	2
+45 mins.	251	5	256	0	171	171	0	8	8
Total Volume	1011	13	1024	0	725	725	0	17	17
% App. Total	98.7	1.3		0	100		0	100	
PHF	.912	.542	.921	.000	.929	.929	.000	.531	.531

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City of La Quinta
 N/S: Washington Street
 E/W: Calle Tampico
 Weather: Clear

File Name : 03_LQA_Washington Calle Tampico M
 Site Code : 00319413
 Start Date : 5/30/2019
 Page No : 2



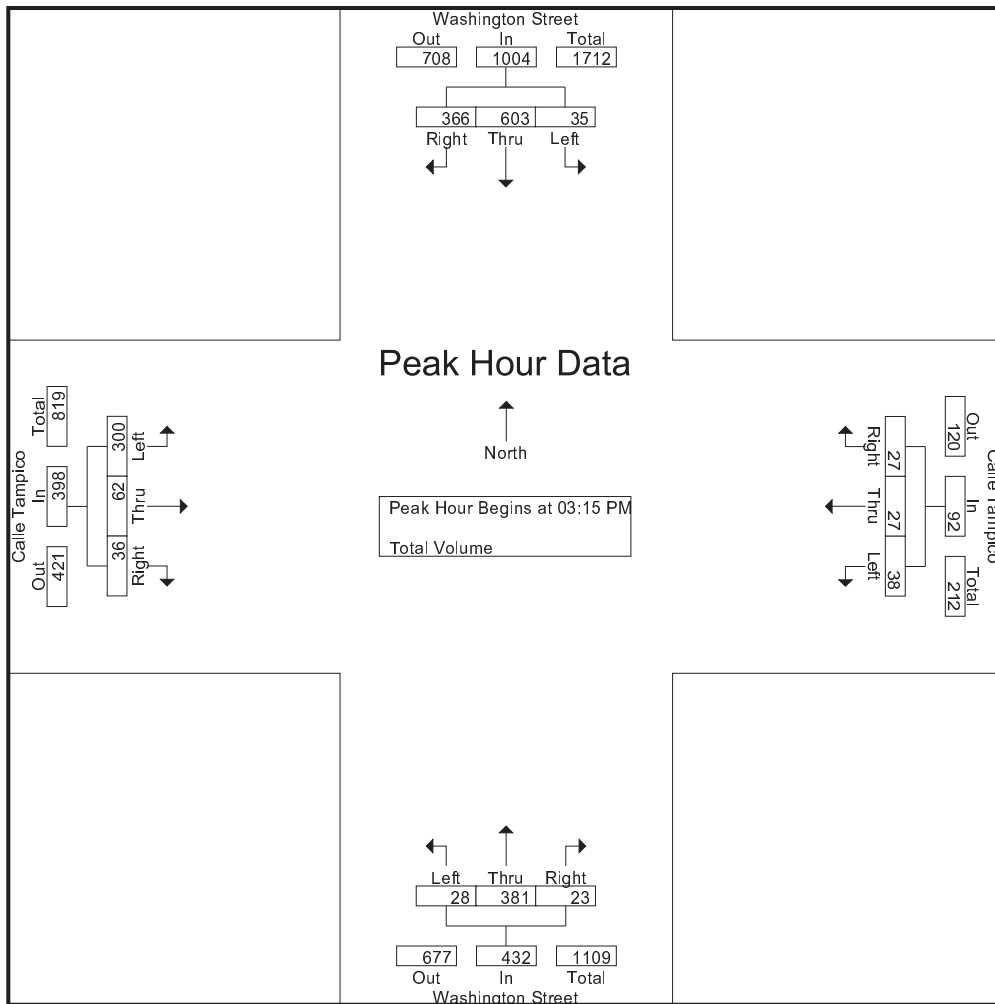
Peak Hour Analysis From 06:00 AM to 08:15 AM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	07:30 AM				07:15 AM				07:00 AM				07:30 AM			
+0 mins.	5	103	59	167	15	9	4	28	6	154	32	192	36	10	6	52
+15 mins.	5	91	71	167	11	18	7	36	12	188	29	229	33	4	4	41
+30 mins.	1	84	74	159	8	12	18	38	2	137	16	155	36	7	3	46
+45 mins.	6	88	77	171	9	18	11	38	12	173	14	199	52	16	8	76
Total Volume	17	366	281	664	43	57	40	140	32	652	91	775	157	37	21	215
% App. Total	2.6	55.1	42.3		30.7	40.7	28.6		4.1	84.1	11.7		73	17.2	9.8	
PHF	.708	.888	.912	.971	.717	.792	.556	.921	.667	.867	.711	.846	.755	.578	.656	.707

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City of La Quinta
 N/S: Washington Street
 E/W: Calle Tampico
 Weather: Clear

File Name : 03_LQA_Washington_Calle Tampico PM
 Site Code : 00319413
 Start Date : 5/30/2019
 Page No : 2



Peak Hour Analysis From 02:30 PM to 05:15 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

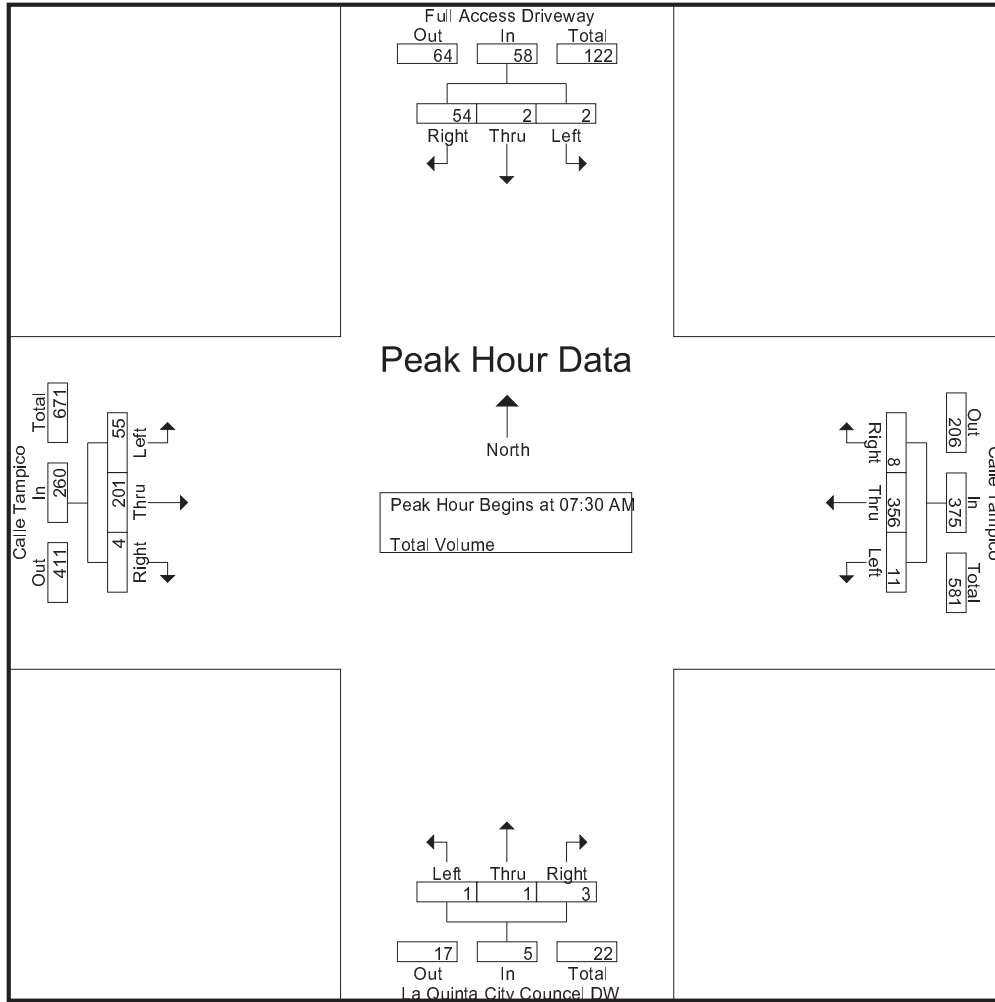
	03:30 PM				02:45 PM				02:30 PM				03:15 PM			
+0 mins.	7	166	94	267	15	6	8	29	6	103	14	123	63	17	11	91
+15 mins.	10	145	94	249	9	8	4	21	11	87	11	109	82	11	11	104
+30 mins.	6	143	82	231	7	12	6	25	12	89	7	108	90	18	11	119
+45 mins.	11	168	88	267	7	6	8	21	7	109	7	123	65	16	3	84
Total Volume	34	622	358	1014	38	32	26	96	36	388	39	463	300	62	36	398
% App. Total	3.4	61.3	35.3		39.6	33.3	27.1		7.8	83.8	8.4		75.4	15.6	9	
PHF	.773	.926	.952	.949	.633	.667	.813	.828	.750	.890	.696	.941	.833	.861	.818	.836

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City of La Quinta
 N/S: Full Access Driveway
 E/W: Calle Tampico
 Weather: Clear

File Name : 04_LQA_ DW Calle Tampico M
 Site Code : 00319413
 Start Date : 5/30/2019
 Page No : 2



Peak Hour Analysis From 06:00 AM to 08:15 AM - Peak 1 of 1

Peak Hour for Each Approach Begins at:

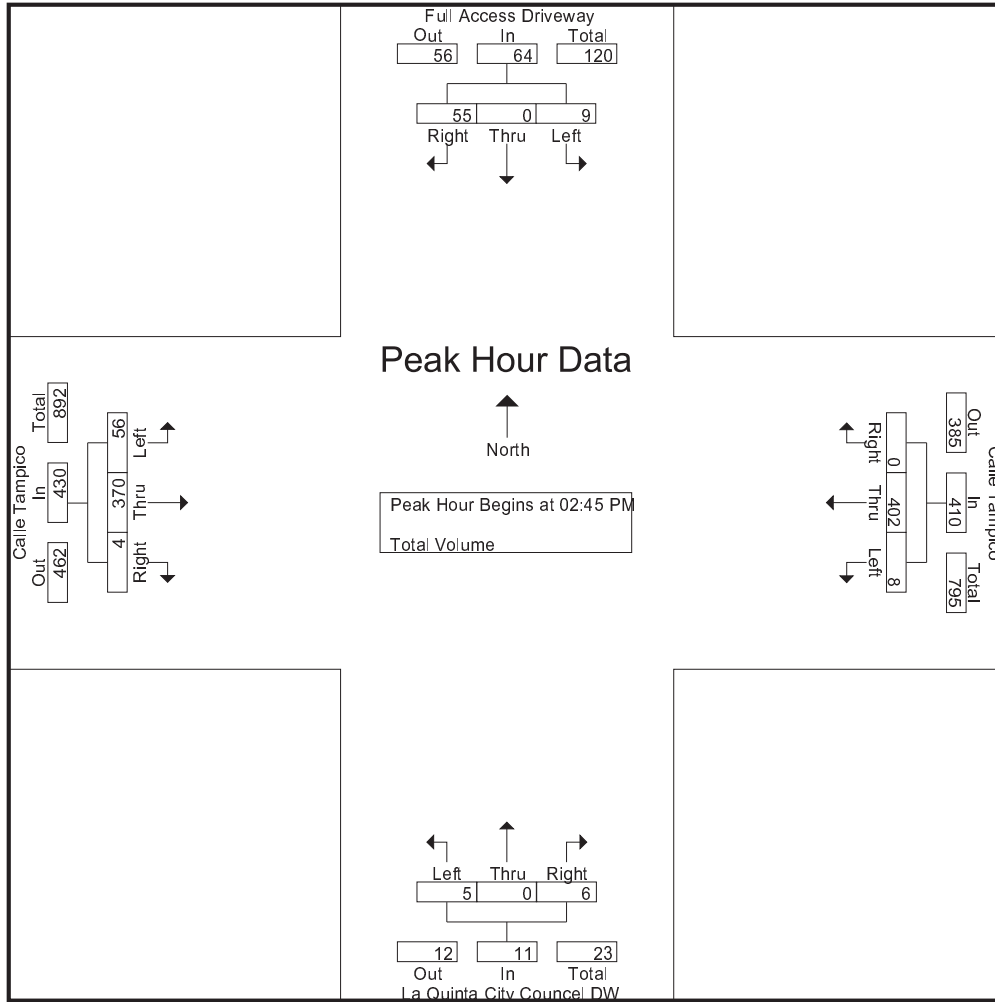
	07:30 AM				07:30 AM				07:15 AM				07:30 AM			
+0 mins.	0	1	13	14	3	76	3	82	0	0	2	2	15	45	1	61
+15 mins.	1	1	17	19	4	93	4	101	0	1	1	2	9	38	2	49
+30 mins.	0	0	12	12	2	99	0	101	1	0	0	1	20	54	1	75
+45 mins.	1	0	12	13	2	88	1	91	0	0	2	2	11	64	0	75
Total Volume	2	2	54	58	11	356	8	375	1	1	5	7	55	201	4	260
% App. Total	3.4	3.4	93.1		2.9	94.9	2.1		14.3	14.3	71.4		21.2	77.3	1.5	
PHF	.500	.500	.794	.763	.688	.899	.500	.928	.250	.250	.625	.875	.688	.785	.500	.867

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City of La Quinta
 N/S: Full Access Driveway
 E/W: Calle Tampico
 Weather: Clear

File Name : 04_LQA_FA DW_Calle Tampico M
 Site Code : 00319413
 Start Date : 5/30/2019
 Page No : 2



Peak Hour Analysis From 02:30 PM to 05:15 PM - Peak 1 of 1
 Peak Hour for Each Approach Begins at:

	02:30 PM				03:00 PM				04:15 PM				02:45 PM			
+0 mins.	3	0	23	26	2	108	0	110	1	0	3	4	16	84	1	101
+15 mins.	2	0	15	17	2	104	0	106	0	0	5	5	12	82	0	94
+30 mins.	4	0	15	19	4	98	0	102	2	1	3	6	14	100	3	117
+45 mins.	2	0	13	15	3	96	0	99	0	0	3	3	14	104	0	118
Total Volume	11	0	66	77	11	406	0	417	3	1	14	18	56	370	4	430
% App. Total	14.3	0	85.7		2.6	97.4	0		16.7	5.6	77.8		13	86	0.9	
PHF	.688	.000	.717	.740	.688	.940	.000	.948	.375	.250	.700	.750	.875	.889	.333	.911

Counts Unlimited, Inc.

PO Box 1178

Corona, CA 92878

Phone: (951) 268-6268

email: counts@countsunlimited.com

City of La Quinta
 Calle Tampico
 W/ Washington Street
 24 Hour Directional Volume Count

LQA002
 Site Code: 003-19413

Start Time	5/30/2019 Thu	Eastbound		Hour Totals		Westbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		1	80			1	97				
12:15		1	90			1	73				
12:30		0	81			0	84				
12:45		0	76	2	327	0	93	2	347	4	674
01:00		1	83			0	79				
01:15		1	80			1	68				
01:30		0	69			1	78				
01:45		0	79	2	311	1	91	3	316	5	627
02:00		1	104			1	97				
02:15		1	78			1	96				
02:30		1	75			2	92				
02:45		0	113	3	370	0	92	4	377	7	747
03:00		1	82			1	98				
03:15		2	91			2	115				
03:30		2	104			2	110				
03:45		1	119	6	396	3	105	8	428	14	824
04:00		3	84			3	91				
04:15		3	76			1	104				
04:30		3	93			6	86				
04:45		1	89	10	342	17	75	27	356	37	698
05:00		5	89			4	82				
05:15		7	98			7	79				
05:30		7	85			22	105				
05:45		14	112	33	384	19	92	52	358	85	742
06:00		11	72			19	74				
06:15		12	84			17	78				
06:30		34	77			20	82				
06:45		35	70	92	303	27	55	83	289	175	592
07:00		42	61			36	63				
07:15		62	56			41	51				
07:30		52	55			79	40				
07:45		41	62	197	234	95	49	251	203	448	437
08:00		46	44			109	46				
08:15		76	40			102	46				
08:30		58	49			95	36				
08:45		43	49	223	182	87	43	393	171	616	353
09:00		79	52			81	38				
09:15		53	29			62	23				
09:30		55	11			47	1				
09:45		50	17	237	109	50	0	240	62	477	171
10:00		72	13			64	3				
10:15		42	13			59	3				
10:30		55	15			62	0				
10:45		48	12	217	53	64	2	249	8	466	61
11:00		68	7			67	1				
11:15		81	6			86	4				
11:30		73	8			91	1				
11:45		77	1	299	22	75	0	319	6	618	28
Total		1321	3033	1321	3033	1631	2921	1631	2921	2952	5954
Combined Total			4354		4354		4552		4552		8906
AM Peak	-	11:00	-	-	-	07:45	-	-	-	-	-
Vol.	-	299	-	-	-	401	-	-	-	-	-
P.H.F.	-	0.923	-	-	-	0.920	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	03:00	-	-	-	-
Vol.	-	-	398	-	-	-	428	-	-	-	-
P.H.F.	-	-	0.836	-	-	-	0.930	-	-	-	-
Percentage		30.3%	69.7%			35.8%	64.2%				
ADT/AADT		ADT 8,906	AADT 8,906								

Counts Unlimited, Inc.

City of La Quinta
 Washington Street
 N/ Calle Tampico
 24 Hour Directional Volume Count

PO Box 1178
 Corona, CA 92878
 Phone: (951) 268-6268
 email: counts@countsunlimited.com

LQA001
 Site Code: 003-19413

Start Time	5/30/2019 Thu	Northbound		Hour Totals		Southbound		Hour Totals		Combined Totals	
		Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon	Morning	Afternoon
12:00		12	159			11	200				
12:15		11	155			9	181				
12:30		9	146			8	174				
12:45		6	142	38	602	8	172	36	727	74	1329
01:00		5	136			7	191				
01:15		4	149			5	182				
01:30		2	162			9	198				
01:45		2	143	13	590	3	206	24	777	37	1367
02:00		3	174			2	192				
02:15		1	162			2	176				
02:30		8	166			5	215				
02:45		1	181	13	683	2	198	11	781	24	1464
03:00		4	149			5	223				
03:15		5	178			7	257				
03:30		6	178			4	267				
03:45		13	188	28	693	6	249	22	996	50	1689
04:00		14	164			4	231				
04:15		12	159			2	267				
04:30		12	151			8	201				
04:45		29	139	67	613	19	207	33	906	100	1519
05:00		35	164			16	241				
05:15		31	162			17	206				
05:30		45	158			31	261				
05:45		64	189	175	673	33	247	97	955	272	1628
06:00		65	146			42	213				
06:15		82	165			55	167				
06:30		108	149			55	213				
06:45		164	150	419	610	77	142	229	735	648	1345
07:00		185	132			63	156				
07:15		227	109			84	172				
07:30		180	112			167	117				
07:45		234	115	826	468	167	128	481	573	1307	1041
08:00		180	79			159	132				
08:15		203	79			171	122				
08:30		163	71			164	128				
08:45		163	68	709	297	172	132	666	514	1375	811
09:00		187	85			141	125				
09:15		137	37			131	83				
09:30		127	34			104	37				
09:45		160	37	611	193	108	35	484	280	1095	473
10:00		136	30			123	30				
10:15		137	37			152	27				
10:30		137	27			139	33				
10:45		158	19	568	113	154	26	568	116	1136	229
11:00		152	17			143	21				
11:15		143	20			134	18				
11:30		157	21			177	18				
11:45		141	9	593	67	141	20	595	77	1188	144
Total		4060	5602	4060	5602	3246	7437	3246	7437	7306	13039
Combined Total			9662		9662		10683		10683		20345
AM Peak	-	07:00	-	-	-	08:00	-	-	-	-	-
Vol.	-	826	-	-	-	666	-	-	-	-	-
P.H.F.	-	0.882	-	-	-	0.968	-	-	-	-	-
PM Peak	-	-	03:15	-	-	-	03:30	-	-	-	-
Vol.	-	-	708	-	-	-	1014	-	-	-	-
P.H.F.	-	-	0.941	-	-	-	0.949	-	-	-	-
Percentage		42.0%	58.0%			30.4%	69.6%				
ADT/AADT		ADT 20,345	AADT 20,345								

ATTACHMENT D

LAKE FOREST STARBUCKS DRIVE-THROUGH QUEUING SURVEY

Prepared by National Data & Surveying Services

QUEUE STUDY

Location: 20790 Lake Forest Dr

Date: 5/7/2015

City: Lake Forest

Day: Thursday

TIME	Max Queue #1 Cashier Window to Menu Board	Max Queue #2 Past Menu Board	Total # of Vehicles Going through Drive- Thru
6:00 AM	3	1	1
6:05 AM	2	1	2
6:10 AM	3	3	2
6:15 AM	1	2	2
6:20 AM	3	3	5
6:25 AM	4	3	4
6:30 AM	4	4	5
6:35 AM	4	5	5
6:40 AM	4	6	4
6:45 AM	4	7	5
6:50 AM	4	7	4
6:55 AM	4	8	4
7:00 AM	4	8	4
7:05 AM	4	8	7
7:10 AM	4	7	7
7:15 AM	4	7	5
7:20 AM	4	8	8
7:25 AM	4	8	4
7:30 AM	4	8	4
7:35 AM	4	8	5
7:40 AM	4	7	7
7:45 AM	4	8	4
7:50 AM	4	8	4
7:55 AM	4	8	5
8:00 AM	4	8	5
8:05 AM	4	8	7
8:10 AM	4	8	6
8:15 AM	4	8	6
8:20 AM	4	8	5
8:25 AM	4	8	8
8:30 AM	4	8	5
8:35 AM	4	8	5
8:40 AM	4	8	5
8:45 AM	4	8	4
8:50 AM	4	8	4
8:55 AM	4	8	4

City of La Quinta

CITY COUNCIL MEETING

DEPARTMENT REPORT

TO: Madam Mayor and Honorable Members of the Council

FROM: Doug Kinley, Management Specialist
City Manager's Office

DATE: December 3, 2019

SUBJECT: SB 1383 Reducing Short-Lived Climate Pollutants in California –
Organic Waste Reduction Requirements

In September 2016, Governor Brown signed into law Senate Bill (SB) 1383 (Lara, Chapter 395, Statutes of 2016), establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. A large part of this legislation focuses on reducing methane produced from organic waste and mandates diversion of organic waste from landfills. This will have a significant impact on the solid waste services provided throughout the City. These impacts will result in changes to the scope of waste services the City is required to offer residents and businesses, including the addition of residential curbside food waste collection, mandatory commercial organic waste service, routine waste inspections, and enforcement. These changes will also likely result in an increased cost of service.

A short overview of strategic goals required by SB 1383:

- 1) 2020 → 50% Reduction in Landfilled Organic Waste
- 2) 2025 → 75% Reduction in Landfilled Organic Waste
- 3) 2025 → 20% Edible Food Recovery Goal

To determine how extensive the impacts to the City may be, staff has been closely following the developments of the regulations related to this new legislation. In 2022, State regulations take effect, involving punitive charges for jurisdictions not in compliance. The unique characteristics of these regulations, which place many requirements to achieve the state mandated disposal targets on local jurisdictions, will require detailed analysis and planning. In order to ensure the City can implement the required programs for SB 1383 within the mandated timeframe, staff will be developing an action plan in coordination with our currently contracted waste hauler, Burrtec, and bring forward a proposed plan of approach to Council for review during a Study Session in early 2020 to receive feedback and direction.

[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: Anthony Moreno, Public Safety Analyst

DATE: December 3, 2019

SUBJECT: PUBLIC SAFETY CAMERA SYSTEM (PSCS) UPDATE

On June 18, 2019, Staff provided a public safety camera system update, which included a report on the 90-day camera system pilot program and third-party survey results.

Council directed Staff to:

- Obtain cost estimates to install a comprehensive PSCS,
- Update policies and procedures based on public input, and
- Continue public outreach.

Staff will retain Convergent Technologies, the top contender from the pilot program, to prepare design and scope specifications (Attachment 1) for PSCS at major intersections and parks. This process will take approximately 4 to 6 weeks, at estimated service costs not to exceed \$15,000.

Upon completion of the design and scope specifications, Staff will publish a Request for Proposals in the first quarter of 2020 to obtain project costs. Proposals will be reviewed and evaluated by a review panel in March 2020. Staff will present the most qualified proposals for Council consideration and seek Council direction in April 2020.

The Policies and Procedures governing the use of PSCS, enclosed for your review as Attachment 2, were updated based on considerable public input and comments, and have been reviewed by the City Attorney.

Attachments: 1. Convergent Technologies Proposed PSCS Scope of Work
2. PSCS Policies and Procedures

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ATTACHMENT 1

Scope of Work

Convergent Technologies' scope of work includes the design work as outlined below and with regards to the data listed in the clarifications and exclusions section of this proposal. Proposal complies with prevailing wage labor requirements.

The scope of work will entail the design of an electronic security system for the City of La Quinta to include the locations as listed below. Convergent's scope will include the following tasks:

- Meet with the City to understand their system requirements for a City-wide video surveillance system including an understanding of the City's project objectives, limitations, video viewing requirements, video retention requirements, and other pertinent data that will allow Convergent to allow a system that meets City requirements.
- Obtain an understanding of the City's network topology in order to design system connectivity amongst City locations.
- Perform a job walk of each facility to gain perspective of desired camera field of view, camera mounting locations, power availability, network or wireless line of sight, etc. This includes job walk of a typical intersection traffic signal/traffic cabinet.
- Provide a set of design diagrams consistent with the City's requirements for all City sites as listed below. Diagrams will be based on drawings made available by the City and does not include creating new CAD drawings for any site. For locations where the City cannot provide site drawings, Internet-based satellite images will be used.
- Design will include the identification and placement of camera equipment, conduit, communication boxes, equipment racks, servers, power requirements, and identification of general areas of camera surveillance coverage.
- Design will also identify recommended equipment type, brands, and equipment model numbers.
- For all intersection cameras on Major Arterial Streets and Regular Streets, Convergent will presume that all traffic signal poles and traffic cabinets are of same type and that camera will be mounted on traffic signal pole closest to the traffic cabinet at each intersection. Therefore, Convergent will provide a design for a typical Major Arterial Street/Regular Street that can be replicated for all intersection cameras. Convergent's proposal will be limited to the camera on the pole, the cable to the network switch, and the network switch in the cabinet. Convergent's proposal does not include design of traffic signal itself, traffic cabinet, traffic network switch, or fiber network/fiber termination as these are either existing or to be provided by others.

Design will be produced and delivered to the customer in electronic format for ease of distribution as needed.

The City-wide video surveillance project and design will be limited to the following locations and phases:

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Public Safety Camera System

PURPOSE AND SCOPE

The City of La Quinta and the La Quinta Police Department collectively operate, monitor, and maintain a Public Safety Camera System (PSCS) for the purpose of creating a safer environment for all those who live, work, and visit the City. The City and Police Department's operation of a PSCS complements its anti-crime strategy to effectively allocate and deploy personnel, and to enhance public safety and security in public areas.

POLICY

This policy explains the purpose of the cameras and includes guidelines for their operation and for the storage of captured images.

Video monitoring in public places will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

PLACEMENT AND MONITORING

These high definition cameras will be placed in strategic locations throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist City officials in providing services to the community.

The City Manager or the authorized designee shall approve all proposed locations for the use of video monitoring technology and should consult with and be guided by legal counsel as necessary in making such determinations.

Contributing factors shall be taken into consideration including but not limited to lighting, alignment of buildings, existing vegetation, or other obstructions when selecting camera placement.

OPERATIONAL GUIDELINES

Only City and/or department-approved video monitoring equipment shall be utilized. The La Quinta Police, La Quinta Fire, City staff, and vendors as approved by the City Manager, shall be authorized to view video monitoring equipment, and shall only examine public areas and activities where no reasonable expectation of privacy exists.

SPECIFIC POLICIES

- A. The La Quinta Police and City staff shall comply with all Federal and California State law applicable to the use of closed-circuit television (CCTV) cameras in public places.
- B. The technology will not be used to replace current policing techniques.
- C. Under no circumstances shall the PSCS be used for the purpose of infringing upon First Amendment and/or Fourth Amendment rights.
- D. Operators of the PSCS shall not target/observe individuals based solely on their race, gender, ethnicity, sexual orientation, disability or other classifications protected by law.
- E. The La Quinta Police Department and City of La Quinta shall not use audio in conjunction with the PSCS unless appropriate court orders are obtained.
- F. When a residential property is clearly, and knowingly in alignment with the PSCS's line of sight, black-out technology will be applied for privacy reasons to eliminate potential unintended intrusions.

RECORDING AND USE

The cameras shall only record images and not sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity of high-value or high-threat areas. The PSCS may be useful for the following purposes:

- A. To deter and identify criminal activity.
- B. To target identified areas of gang and narcotics complaints or activity.
- C. To respond to incidents.
- D. To assist in identifying, apprehending and prosecuting offenders.
- E. To document officer and offender conduct during interactions to safeguard the rights of the public and officers.
- F. To augment resources in a cost-effective manner.
- G. To monitor pedestrian and vehicle traffic activity.

Images from each camera shall be recorded in a manner consistent with the underlying purpose of the particular camera. Images shall be transmitted to monitors installed in a location approved by the City Manager or authorized designee. When activity warranting further investigation is reported or detected at any camera location, the available information shall be provided or made available to responding officers in a timely manner.

The City Manager or authorized designee may approve video feeds from the PSCS to be viewed by police, fire, emergency management, public safety, or traffic management. Viewing by other staff or outside agencies will require

authorization, including supervision by city staff. Unauthorized recording, viewing, reproduction, dissemination or retention is prohibited.

CAMERA NOTIFICATION AND PUBLIC OUTREACH

It is the City's commitment to provide ample notification and public outreach with the PSCS. Signs will be placed in various locations notifying the public that a public safety camera system will be monitoring driving and pedestrian activities in public places. A map of all locations with cameras will be posted on the city website. Additionally, the City will provide regular updates and receive input from the public on the PSCS.

INTEGRATION WITH OTHER TECHNOLOGY

The Police Department and/or City of La Quinta may decide to integrate its PSCS with other technology to enhance available information. Systems such as gunshot detection, incident mapping, crime analysis, license plate recognition, facial recognition, and other video-based analytical systems may be considered based upon availability and the nature of Police Department strategy. Those additional technologies shall be approved by the City Council. Such approval by the Council will include at least one study session and one public hearing before the technology is added.

VIDEO SUPERVISION

The authorized designee shall oversee video monitoring access and usage to ensure members are within City of La Quinta and/or contract public safety personnel policy and applicable laws. The City Manager or authorized designee shall ensure such use and access is appropriately documented.

VIDEO LOG

A log shall be maintained at the designated video monitoring center. The log shall be used to document all persons viewing or monitoring images provided by the PSCS. The logs at a minimum should record the:

- A. Date and time access was given.
- B. Name and agency of the person being provided access to the images.
- C. Name of person authorizing access.
- D. Identifiable portion of images viewed.

STORAGE AND RETENTION OF MEDIA

All downloaded media shall be stored on a dedicated server in a secured area at a City of La Quinta facility with access restricted to authorized persons. A recording needed as evidence shall be copied to a suitable medium/documented in the official log. The recording needed as evidence shall be safely secured in a locker or other secured area. All actions taken with respect to retention of media shall be appropriately documented. A checks

and balance has been established where the recordings have limited built in authorizations for deletion of material at the Manager and Director level. Documentation of a reason for deletion is required in writing and is submitted from Supervisor level to the Manager, Director and City Manager level for authorization.

The type of video monitoring technology employed and the manner in which recordings are used and stored will affect retention periods. The recordings shall be stored and retained in accordance with the established records retention schedule, and state law and for a minimum of one year. Prior to destruction, written consent shall be obtained from the City Attorney, before recordings will be deleted from software. If recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved (Government Code 34090.6).

Any recordings needed as evidence in a criminal or civil proceeding shall be copied to a suitable medium/documented in the official log, and safely secured in a locker or other secured area.

EVIDENTIARY INTEGRITY

All downloaded and retained media shall be treated in the same manner as other evidence. Media shall be accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, digital masking of innocent or uninvolved individuals to preserve anonymity, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.

RELEASE OF VIDEO IMAGES

All recorded video images gathered by the PSCS are for the official use of the City of La Quinta and its authorized agencies.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for City public records consistent with the California Public Records Act, unless they become part of an active police investigation.

TRAINING

All staff members authorized to operate or access PSCS shall receive appropriate training on an annual basis. Training shall include guidance on the use of cameras, and a review regarding relevant policies and procedures, including this policy. Training shall also address state and federal law related to the use of video monitoring equipment and privacy.

VIDEO MONITORING AUDIT

The City Manager or other authorized designee will conduct an annual review of the PSCS. The review shall include:

- A. Analysis of the cost, benefit and effectiveness of the system.
- B. Any public safety issues that were effectively addressed.
- C. Any significant prosecutions that resulted.
- D. Any systemic operational or administrative issues that were identified, including those related to training, discipline or policy.
- E. Retention of Longitudinal Data to be able to evaluate trends, costs, apprehensions, on a long-term basis.

The results of each review shall be appropriately documented and maintained by the City Manager or authorized designee and other applicable advisory bodies. Any recommendations for training or policy should be promptly and reasonably addressed.

VIOLATIONS OF POLICY

The City has zero tolerance for any violation of these policies. Should a violation occur, the City will take appropriate action per the City of La Quinta Personnel Policies or applicable state/federal law.

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COMMUNITY PROGRAMS & WELLNESS REPORT

July 1, 2019 – September 30, 2019

Quarter Highlights

- 434 Fitness Memberships sold
- 90 participants for Wellness West programs at Old Town Artisan Studios

Events

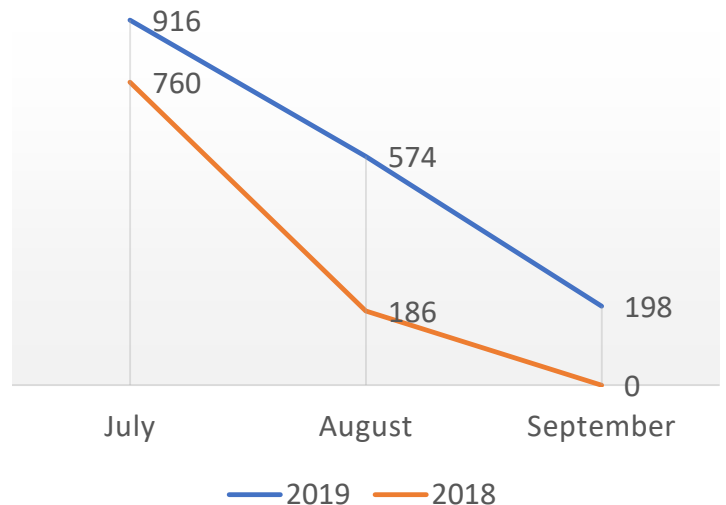
- Summer Golf Tour
- Golf Tour Banquet @ PGA
- 9/11 Candlelight Vigil



Fritz Burns Pool

- Open Swim – Youth & Adult
- Swim Lessons
- Water Aerobics
- Aqua Fit
- Senior Splash
- Arthritis Water Therapy
- Multiple Sclerosis Water Therapy
- Pool Movies

Attendance*



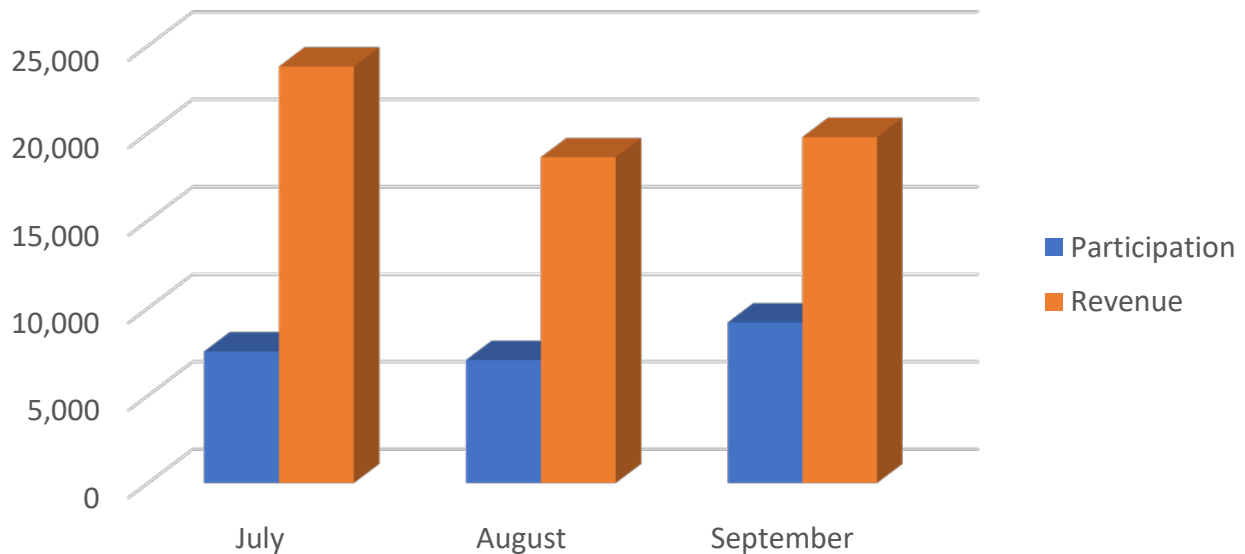
*Attendance decrease due to reduced programming and end of summer season.

PROGRAMS	JULY	AUGUST	SEPTEMBER
Class Attendees	1,679	1,618	1,480
Classes Held	245	273	249
Revenue*	\$6,127	\$5,960	\$7,023

FITNESS	JULY	AUGUST	SEPTEMBER
Attendees	5,124	4,642	4,652
Revenue*	\$13,510	\$10,120	\$11,145

RENTALS	JULY	AUGUST	SEPTEMBER
Attendees	710	660	3,000
# of Rentals	31	24	72
Revenue*	\$4,169	\$2,543	\$1,605

*Generated from classes, annual fitness memberships/renewals, daily fitness drop-in attendance, and rentals held at the Wellness Center, La Quinta Museum, La Quinta parks/sports fields, and Creation Station classes and memberships.



- July reflects increase in fitness revenue for passes and memberships.
- August reflects a decrease in participation and revenue for programs, fitness and rentals.
- September reflects participation numbers on the rise entering into regular season programming.

LIBRARY & CREATION STATION QUARTERLY REPORT

July 1, 2019 – September 30, 2019

Quarterly Stats

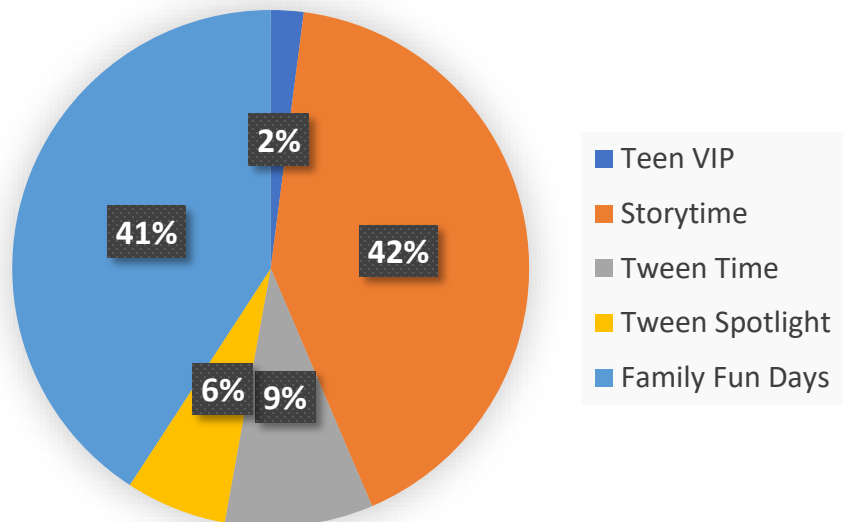
Patronage	July*	August	September
Visitors	11,390	9,765	9,866
Library Cards	205	146	147
Circulation	23,608	20,227	18,434
Reference Questions	2,602	1,485	1,890

*Increased activity due to summer break programming

Summer Reading Program

- 525 registered participants
- 329 patrons participated in the "Lunch at the Library"

Program Events



Programs

Age appropriate programs available for all patrons

Noise Reduction Headphones are now available for patron use during programs.

Weekly

- Baby Storytime (ages 0-18 months)
- Toddler Storytime (ages 18 months – 3 years old)
- Preschool Storytime (ages 3-6 years old)

Monthly

- Science! Club (ages 8-12 years old)
- Let's Talk About Art (ages 8-12 years old)
- Anime Zone (ages 13-17 years old)
- Teen Think (ages 13-17 years old)
- Candy and Conversation (ages 13-17 years old)
- Teen Game Night (ages 13-17 years old)
- Writing Workshop; Technology Classes; Master Gardener (ages 18+)
- Eisenhower Lectures

Book Clubs (ages 18+)

- Graphic Novel Club
- Chapter Book Club
- Classics Book Club
- ARYA Book Club
- La Quinta Reads
- Mystery Book Club

Appointments

- School visit – 1 class in September with 26 attendees
- 1-on-1 with a Librarian

Outreach & Social Media

- Visited The Palms of La Quinta
 - 28 individual visits
 - 89 items circulated
- Facebook – 1,769 followers
- Instagram – 1,017 followers
- Blogspot – contains blogs about events, book recommendations, book clubs, programs and other library related subjects.

Creation Station

Stats	July	August	September
Memberships	62	66	68
Member Check-ins	36	34	28

Social Media & Collaborations

- Facebook – 124 followers
- Instagram – 239 followers
- Assisted the “Tween Space” library program
- Provided signage for the *Graphic Novels* section in the library
- Designed prizes and crafts for teen library programs

Highlights/ Special Projects/ Programming

July

- 1st year anniversary of Creation Station
- New room layout allows for a clear visual of the *Chromaplex* mural.
- MakerSpace Camp: 3D Printing sold out

August

- Promoted programs to DSUSD and PSUSD schools via PeachJar
- MakerSpace Camp: Electronics sold out

September

- Creation Station staff presented at Library Systems & Services *All Staff Day* in Riverside
- MakerSpace Camps: TinkerCAD and 3D Printing both sold out

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MUSEUM QUARTERLY REPORT

July 1, 2019 – September 30, 2019

Museum Attendance

Highlights

- 1,891 visitors and program/event participants
- August saw the most participation from Summer Family Fun & Franklin Elementary field trip

Attendance

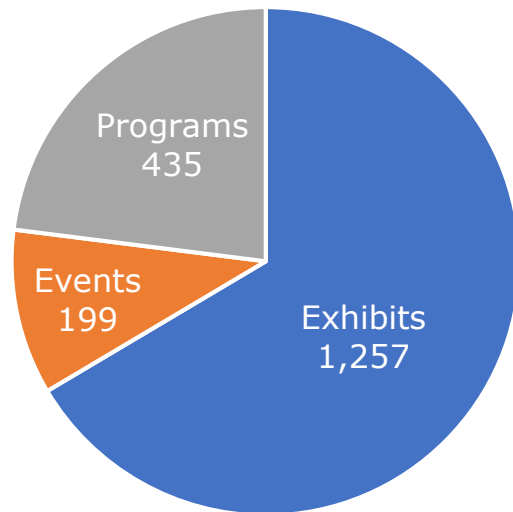
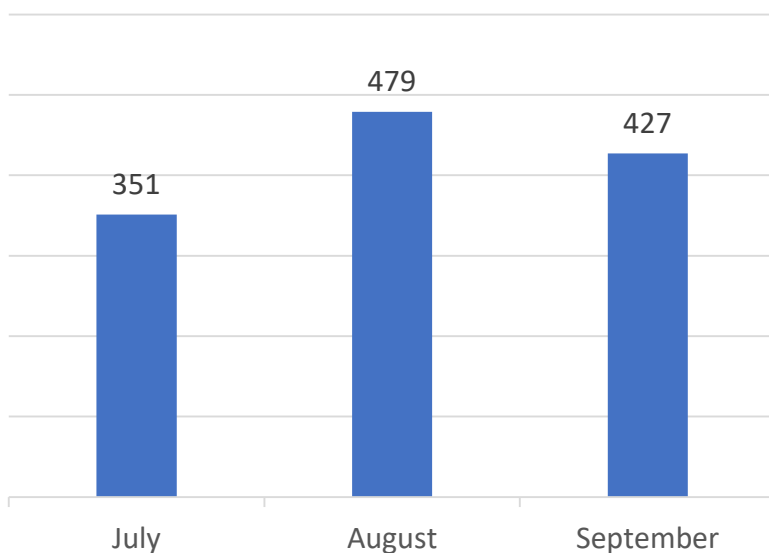


Exhibit: Road Trip Route 66

Attendance



Events

Culture Fix: Books

- July – The Grapes of Wrath by John Steinbeck
- September – The Leisure Seeker by Michael Zadoorian

Summer Family Fun

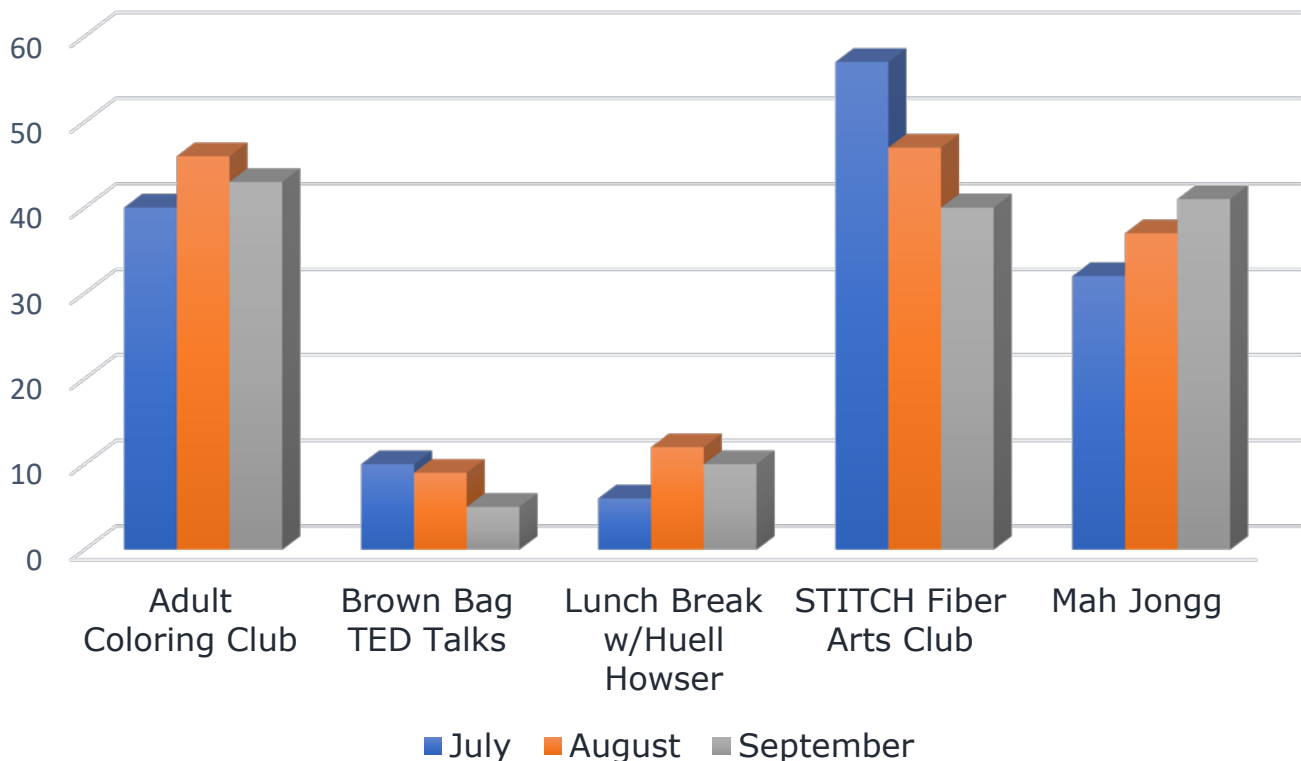
- July – Magician/Ventriloquist Rob Watkins
- August – Bird Show with Avian Behavior International

Field Trips

- Franklin Elementary students toured Road Trip: Route 66 exhibit
- Community Resources department toured exhibit during a quarterly meeting



Program Attendance



CODE COMPLIANCE/ANIMAL CONTROL QUARTERLY REPORT

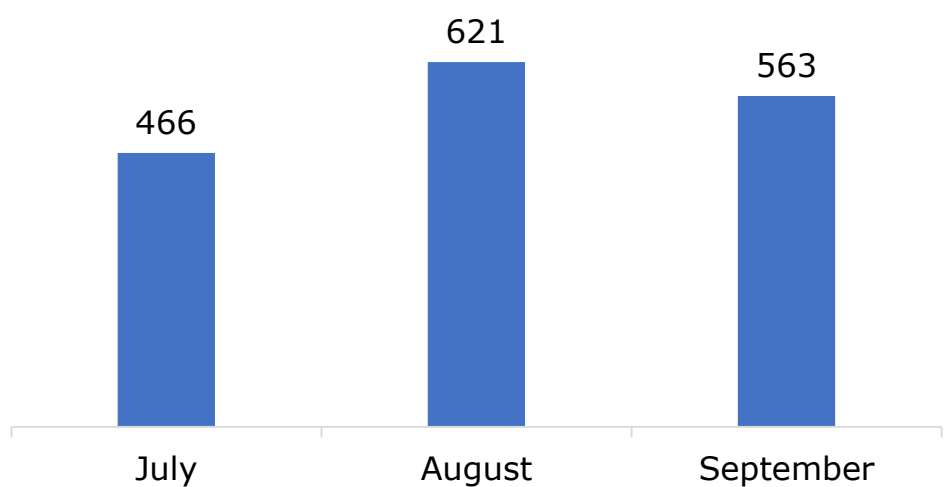
July 1, 2019 – September 30, 2019

Updates

Code Compliance

- Top Code Violations:
 - STVR: 91
 - Landscaping: 91
 - Trash cans: 73
- Early morning patrols for leash law enforcement started
- Activated Saturday inspections of suspended short-term vacation rentals (STVR)

Site Inspections*

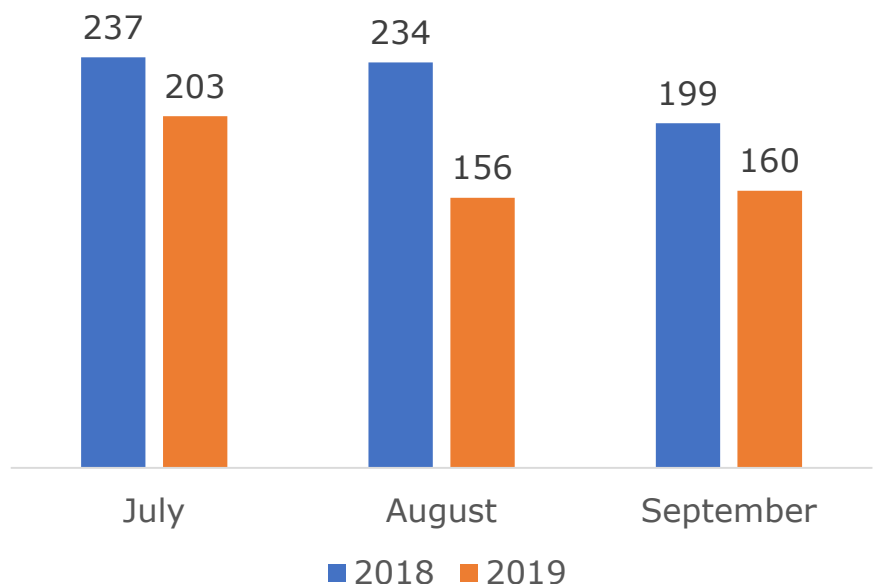


*Site inspections to observe reported code issues.

False Alarms

- \$48,700 fees collected
- 14% decline compared to last year
- 23% decline compared to same quarter last year
- Continued outreach with excessive business violators of 5 or more false alarms
- Businesses with excessive false alarms this quarter: 21; prior quarter: 24

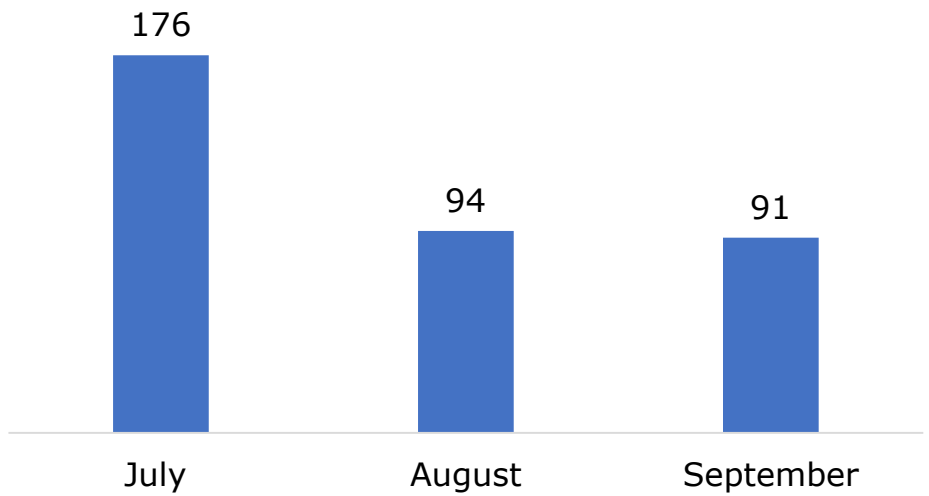
False Alarms



Short Term Vacation Rentals (STVR)

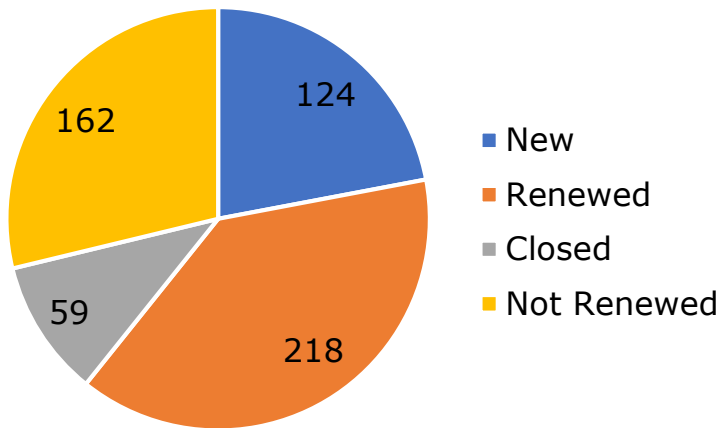
Hotline Calls

- New cases opened this quarter: 131
- New cases opened last quarter: 160
- Suspensions this quarter: 6
- Suspensions YTD: 11

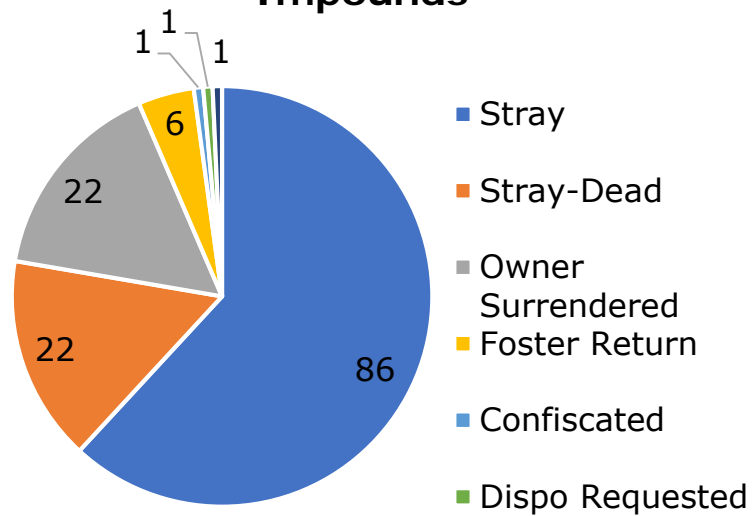


Animal Control Update

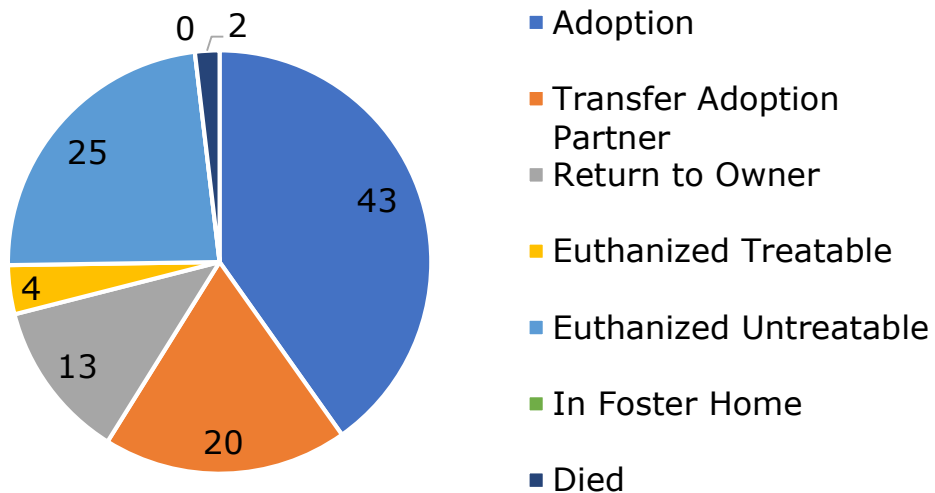
Licensing Statistics



Impounds



Outcomes



Special Projects

SNIP Low Cost Spray/Neuter Clinic

- Clinics held: August 10 & September 14
- Clinics scheduled for next quarter: November 13 & December 14
- SNIP Clinics available throughout the Coachella Valley, to make appointments, please call (760)366-1100 in English, (760)366-1105 in Spanish.

Code Compliance Special Programs:

- Free Gravel Program: Available to homeowners
- Grant Program: Available to homeowners that meet program income requirements.
- For more information, please call Code at (760) 777-7050
- To report Short Term Vacation Rental issues please call 24/7 Hotline at (760)777-7157

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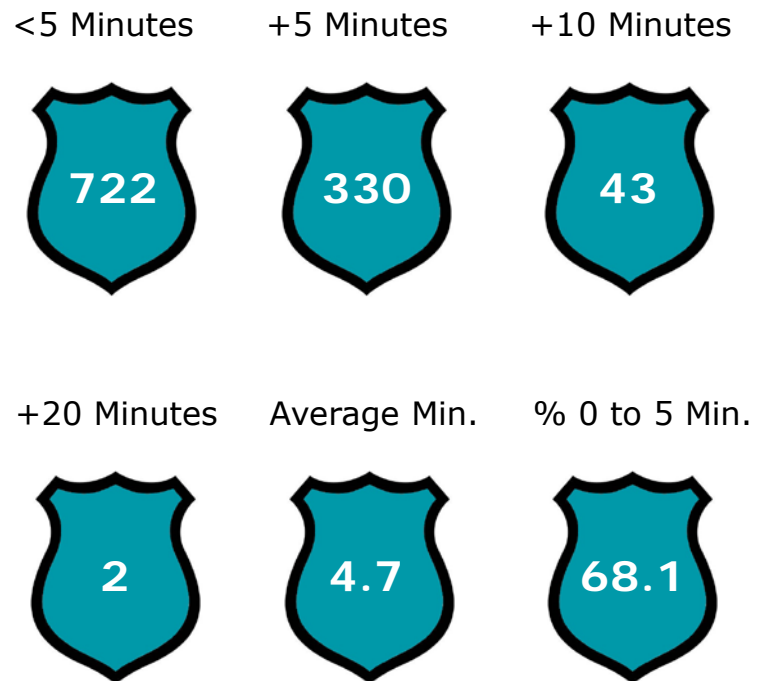
FIRE DEPARTMENT QUARTERLY REPORT

July 1, 2019 – September 30, 2019

Incident Response Activity

Incident Type	#
Medical	809
False Alarm	97
Public Service Assistance	61
Traffic Collision	45
Standby	16
Other Miscellaneous	9
Vehicle Fire	7
Other Fire	5
Ringing Alarm	3
Hazardous Material	3
Rescue	2
Residential Fire	1
Multi-Family Dwelling Fire	1
Commercial Fire	1
Incident Total In La Quinta	1,060
Incident Total for La Quinta Fire Stations (Mutual Aid)	1,510

Average Enroute to On-Scene Time



Enroute Time: When a unit has been acknowledged as responding.

On-scene Time: When a unit has been acknowledged as being on-scene.

Truck Report

Truck 86 recorded 20 responses and Truck 33 recorded 3 responses in La Quinta during this quarter.

Updates:

Kohl Hetrick, Fire Safety Specialist (FSS) transferred to exclusively serve La Quinta.

Activities:

- Staff completed an Annual Inspection Case audit which identified more than 650 locations to be inspected as part of the Annual Fire Inspection Program.
- Completed reviews: Residence Inn by Marriott project
- Attended review meetings related to the SilverRock project.

Plan Reviews:

Okura Sushi, Floor & Décor, La Quinta Resort Conference Rooms & the Trilogy Clubhouse.

Construction Inspections:

- Marvyn's Magic
- Washington Street Apartments
- Fire Marshal staff actively inspecting the development of the fire safety systems and services at the Residence Inn by Marriott project.

Significant Incidents

On August 8, 2019 CAL FIRE/Riverside County Firefighters were dispatched to a residential structure fire in La Quinta. Engine 70 arrived at scene of approximately a 4,000 s.f. single family residential with a well-involved working attic fire. Firefighters were able to conduct a search of the residence and rescue two dogs and a cat, which were placed on oxygen until the homeowner was able to load the animals up and drive them to a local vet. Animals were all doing well and expected to make a full recovery.

A Message from Division Chief Fish

During the past quarter, La Quinta Fire Department completed the replacement of Thermal Image Cameras on all three La Quinta Fire Engines.

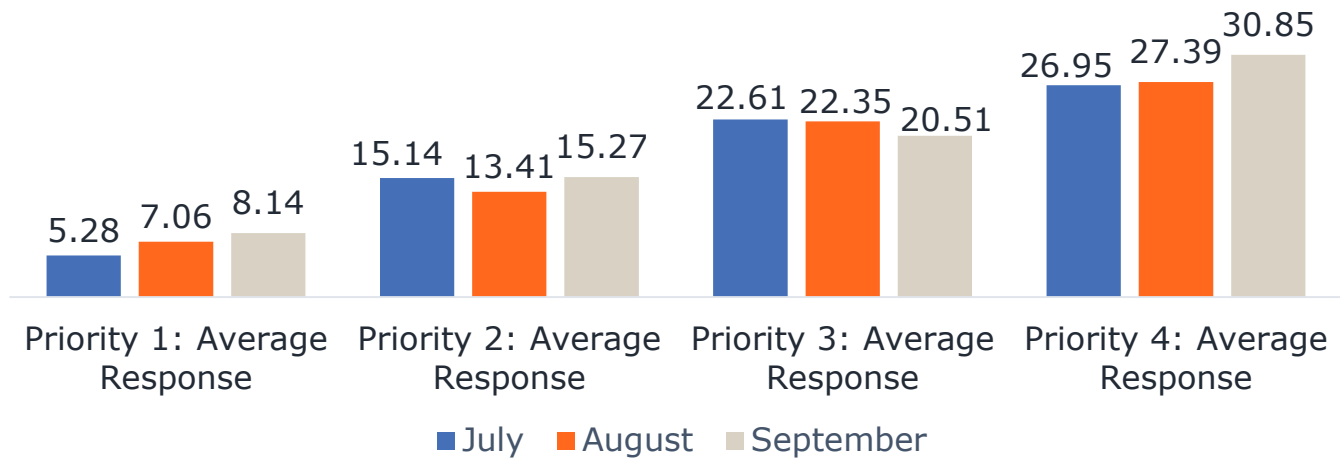
We also have said goodbye to longtime fire station Captain Matt Kotz at PGA Fire Station #70. Fire Captain Kotz has been a strong and committed member of the La Quinta Fire Department team and we will miss him. Gregg Campbell, a recently promoted Fire Captain was transferred to Station 70. He previously served as a Fire Apparatus engineer for two years at Station 70. We welcome Captain Campbell back to La Quinta and congratulate him on this promotion.

SHERIFF'S STATION QUARTERLY REPORT

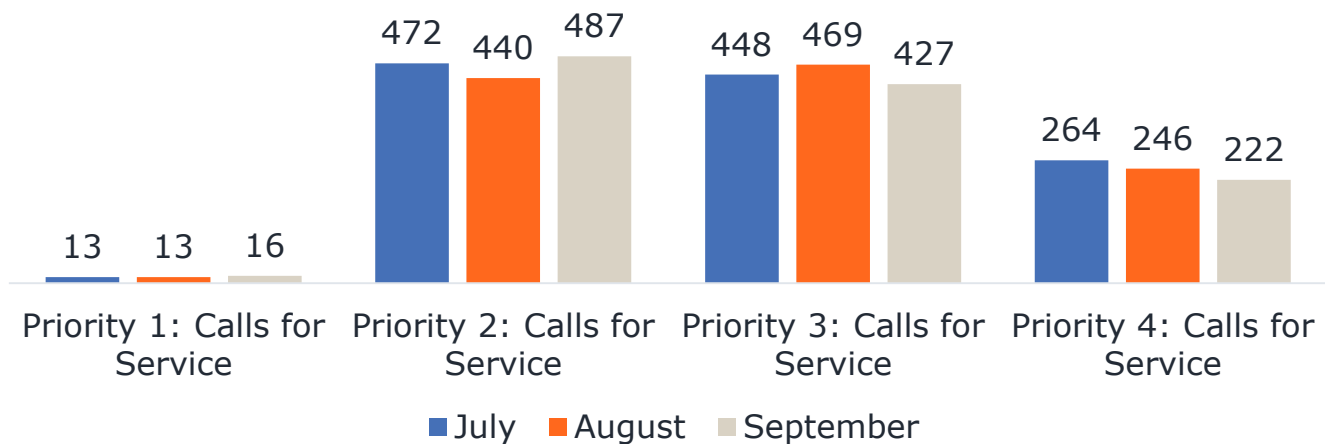
July 1, 2019 – September 30, 2019

Statistics

Average Response Time



Number of Calls for Service



Priority 1 – Involve circumstances that pose a clearly defined threat to human life or property;

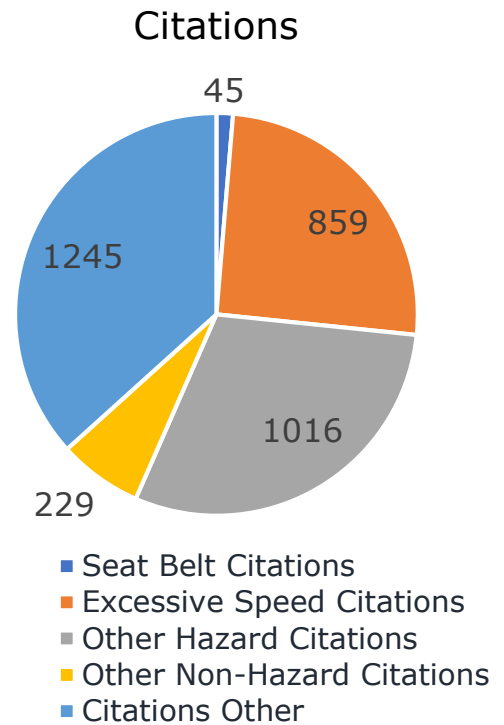
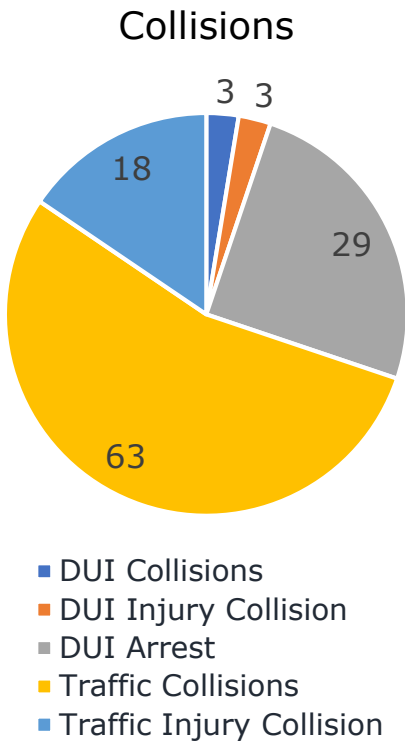
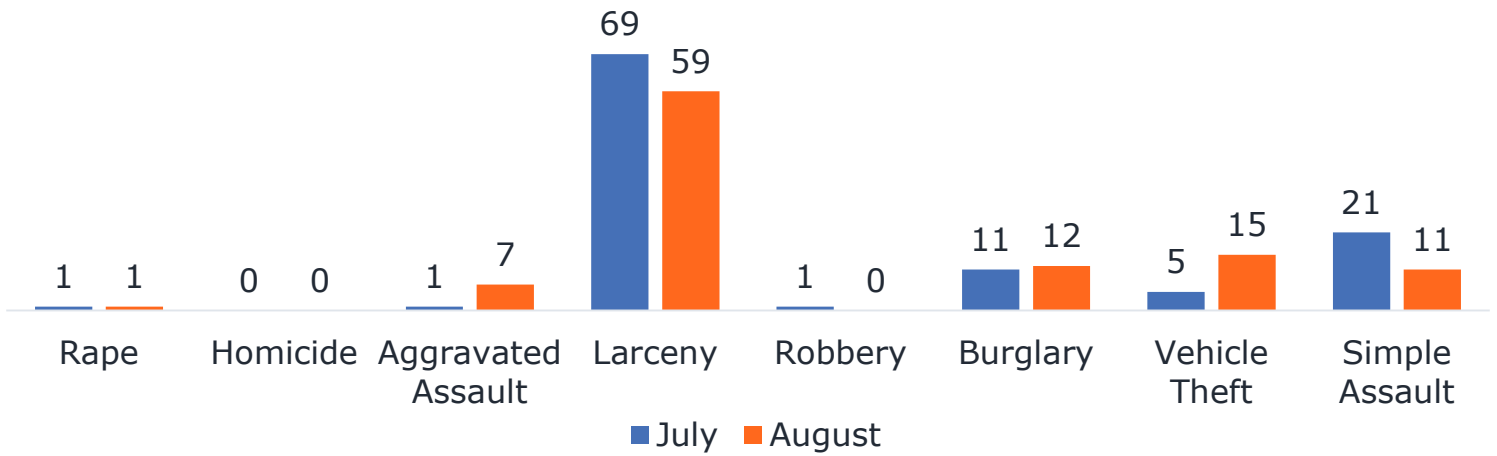
Priority 2 – Involve circumstances of an urgent but not life threatening nature (e.g. minor assaults and batteries);

Priority 3 – Involve circumstances which are neither urgent nor life threatening (e.g. disturbances of the peace);

Priority 4 – Incidents occurring in the past or “cold” calls.

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Crime Statistics



Actions by Teams:

Special Enforcement Team & Business District

- Actions: 1183
- Property Recovered: \$2,800

Traffic Team

- Actions: 3394

Community Service Officers & Crime Prevention Specialists

- Actions: 532
- Community Meetings: 14
- Trainings: 8

School Resource Officers

- Actions: 198

Narcotics Task Force

- Actions in La Quinta: 20
- Narcotics Seized: 28.2 grams (1 ounce)

Gang Task Force

- Actions in La Quinta: 77

Citizens on Patrol

- Actions: 504

Office Volunteers

- Hours Donated: 160.5 (4 volunteers)



**FINANCIAL ADVISORY COMMISSION
SPECIAL MEETING
MINUTES
WEDNESDAY, OCTOBER 9, 2019**

CALL TO ORDER

A special meeting of the La Quinta Financial Advisory Commission (Commission) was called to order at 4:00 p.m. by Chairperson Mills.

PRESENT: Commissioners: Batavick, Hoffner, Rosen, Twohey, and Chairperson Mills
ABSENT: Commissioners: Hunter and Lopez

PLEDGE OF ALLEGIANCE

Commissioner Batavick led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA

Chairperson Mills said the title of Business Session Item No. 3 should read:

“Appoint Two Financial Advisory Commissioners to Formulate and Prepare the Annual Measure G Sales Tax Oversight Compliance Report.”

The Commission concurred.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

1. PROCLAMATION – RECOGNITION OF SERVICE FOR OUTGOING COMMISSIONER TURBOW

Finance Director Romero said Commissioner Turbow was unable to attend the meeting due to observing a religious holiday. The Commission expressed their appreciation for Commissioner Turbow’s service and commitment.

2. 2017/18 COMPREHENSIVE ANNUAL FINANCE REPORT AWARD

Finance Director Romero said the City was awarded the Certificate of Achievement for Excellence in Financial Reporting by Government Finance Officers Association of the United States and Canada for its Comprehensive Annual Financial Report; staff was recognized at the October 1, 2019 Council meeting; the City has received this award consecutively for 22 years; the Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting; and explained the disclosure requirements the City must follow and comply with in order to receive this notable recognition.

The Commission congratulated Staff.

3. CITY BOARDS AND COMMISSIONS – ROLES AND RESPONSIBILITIES OF APPOINTED MEMBERS

City Clerk Radeva provided the Commission with copies of the Commissions' Handbook; background on how the Commission was established; and gave a presentation on the roles and responsibilities of members serving on City Boards and Commissions; and a brief overview of California state laws and La Quinta Municipal Code statutes governing public meetings (Brown Act), disclosure of financial interests (Political Reform Act and Form 700), conflict of interest, City's Rules of Procedure, requesting excused absences, required trainings, and the California Public Records Act.

COMMISSIONER HUNTER JOINED THE MEETING AT 4:08 P.M.

Finance Director Romero gave an overview of the work items slated for Commission review in fiscal year 2019/20.

General discussion followed regarding annual notifications for Form 700 filings, and related reporting guidelines; as well as state mandated training requirements and online training opportunities.

PUBLIC SPEAKER: Steve Cherry, La Quinta – asked if Forms 700 financial disclosure filings are a public record; Staff confirmed.

Commissioner Rosen inquired if state training requirements are completed with another jurisdiction, if they are transferrable to the City; Staff confirmed.

CONSENT CALENDAR ITEMS

- 1. APPROVE FINANCIAL ADVISORY COMMISSION MINUTES DATED AUGUST 7, 2019**
- 2. RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED JUNE 30, 2019**
- 3. RECEIVE AND FILE THE FOURTH QUARTER 2018/19 TREASURY REPORTS FOR APRIL, MAY, AND JUNE 2019, WITH FISCAL YEAR-END SUMMARY**

Chairperson Mills asked Staff to provide a breakdown of funds or explanation of titles to the Commission with the treasury report; Finance Director Romero said a description of funds is included at the end of the City's budget, and Staff will email it to the Commission.

Financial Services Analyst Hallick mentioned that the report was inadvertently missing a section that includes the breakdown of total interest earnings for all investments and provided the Commission with the missing section.

Motion – A motion was made and seconded by Commissioners Twohey/Batavick to approve the Consent Calendar, as submitted. Motion passed: ayes 6, noes 0, absent 1 (Lopez).

BUSINESS SESSION

1. REVIEW AND APPROVE CASH MANAGEMENT POLICY

Senior Accountant Martinez presented the staff report, which is on file in the Finance Department.

Senior Accountant Martinez provided the Commission with an overview of the Cash Management Policy (Policy); the City's current process for cash handling; explained the City's primary insurance provider, California Joint Powers Insurance Authority, and the CalTrans Department of Transportation audit team recommended that the City formally adopt a Policy to have a reference document for Staff, during audits, and it is a best practice. Staff noted that the Housing Commission had reviewed and approved the Policy as well.

General discussion followed regarding the Policy, including internal control checks and balances; segregation of duties and cash vault access; process for cash over/short discrepancies and refunds; voiding and reissuing of old/stale dated checks are completed in accordance with the City's Accounts Receivable Write-Off and Unclaimed Property Policy for escheatment and unclaimed property; and training provided to Staff for cash handling.

Staff explained the language under section No. 21 on page 5 cannot be rephrased because it stems directly from federal guidelines which the Policy must adopt so that the City is in compliance. Staff also explained that should the City have \$750,000 or more of federal funding spent, the City's single audit team, Eide Bailly, formerly known as Vavrinek, Trine, Day & Company, requires a formal Policy that references these uniform federal guidelines. Finance Director Romero said CalTrans, the California Department of Transportation state agency, also references these guidelines because state funding follows federal funding since the state does not have their own guidelines, and Staff will review the Policy annually to ensure the referenced guidelines stay current.

The Commission recommended reviewing the Policy for further improvements in the Spring of 2020; Staff concurred and said the Policy will be scheduled for Commission review and discussion at a future meeting.

Motion – A motion was made and seconded by Commissioners Hoffner/Batavick to recommend that Council adopt a Cash Management Policy; and table if for review in the Spring of 2020. Motion passed: ayes 6, noes 0, absent 1 (Lopez).

2. REVIEW BROKER/DEALER SELECTION AND APPROVE EDITS TO INVESTMENT POLICY ADDING NEW BROKERS TO APPROVED FINANCIAL INSTITUTIONS LIST

Financial Services Analyst Hallick presented the staff report, which is on file in the Finance Department.

The Commission inquired on how many investment reports would be generated; Staff explained the treasury investment report would remain unchanged, and a new safe keeping and custody account will be established for all three brokers, which will generate one additional statement.

General Commission and Staff discussion followed regarding the transactions and services the selected brokers will provide; their qualifications and experience; and the principal benefits of selecting to add Higgins Capital Management and Great Pacific Securities to the approved list for broker/dealer services including: competitive price comparisons, additional educational resources for staff, and their involvement with professional financial government entities.

Commissioner Hoffner commended Financial Services Analyst Hallick for her efforts and high level of service she delivered in organizing the submitted information to facilitate the review process for the subcommittee.

Motion – A motion was made and seconded by Commissioners Hunter/Rosen to recommend Council approve edits to the Investment Policy adding Higgins Capital Management and Great Pacific Securities to the approved list for broker/dealer services. Motion passed: ayes 6, noes 0, absent 1 (Lopez).

3. APPOINT TWO FINANCIAL ADVISORY COMMISSIONERS TO FORMULATE AND PREPARE THE ANNUAL MEASURE G SALES TAX OVERSIGHT COMPLIANCE REPORT

Finance Director Romero presented the staff report which, is on file in the Finance Department.

Commissioners Batavick and Hunter expressed their willingness to serve on the subcommittee to verify revenue and expenses associated with Measure G funds, prepare a report, and present their findings to City Council on November 19, 2019.

Motion – A motion was made and seconded by Commissioners Hoffner/Rosen to appoint Commissioners Batavick and Hunter to serve on the subcommittee to formulate and prepare the annual Measure G sales tax oversight compliance report. Motion passed: ayes 6, noes 0, absent 1 (Lopez).

4. APPOINT UP TO THREE FINANCIAL ADVISORY COMMISSIONERS TO REVIEW THE 2019 UPDATE TO THE DEVELOPMENT IMPACT FEE (DIF) STUDY

Finance Director Romero presented the staff report which, is on file in the Finance Department.

The Commission and Staff discussed what is outlined in the DIF report; the scope and purview of the subcommittee; review timeline; frequency of DIF updates which are completed every five years per state law requirements; and the process for amending DIF fees.

Commissioners Hoffner, Mills, and Twohey expressed their willingness to serve on the subcommittee to review the 2019 DIF study update.

Motion – A motion was made and seconded by Commissioners Hunter/Batavick to appoint Commissioners Hoffner, Mills, and Twohey to serve on the subcommittee to review the 2019 update to the development impact fee study. Motion passed: ayes 6, noes 0, absent 1 (Lopez).

STUDY SESSION

1. REVIEW AND DISCUSS PRELIMINARY 10-YEAR FINANCIAL PROJECTION FOR THE GENERAL FUND

Finance Director Romero and Financial Services Analyst Hallick presented the staff report, which is on file in the Finance Department.

General Commission and Staff discussion followed regarding the City's General Fund fiscal stability and financial projections; revenue sources; potential impacts should the United States' economy experience a recession; restricted funds types; and funding sources used for bridges.

The Commission suggested showing what the potential reaction of revenue could be on the expense side of projection ledger if a minor recession was to occur; inquired about the projected 7% increase of public safety services (police), and the City's ability to mitigate cost increases based on its contractual powers and obligations. Staff said the City annually conducts a police services study, with Matrix Consulting Group, to evaluate service needs, find efficiencies while maintaining the safety of the community, and is collaborating with neighboring cities to create a more favorable platform for negotiations with the Riverside County Sheriff's Department.

Further discussion followed on whether increases in police compensation correlate with increased hours in patrol, staff explained increases are due to raising pension cost; Measure G projections when it was first presented to the former Financial Committee; and projected capital expenses from Measure G and Commission recommendations on how to present these expenses to the public.

PUBLIC SPEAKER: Steve Cherry, La Quinta – asked about the percentage decrease between the General Fund financial projections on current economic conditions versus if a minor recession was to occur; time frame for the revenue decrease; and how police services growth projections were reduced from 10% in fiscal year 2018/19 to 7% in fiscal year 2019/20.

The Commission and Staff discussed the City's reserves; the City's outstanding fiscal stability compared to other cities; and potential expenditure variables and adjustments that would be considered if a recession occurred. Staff explained the City would never adopt a budget with a deficit; the police services decrease of cost projections stem from expenditure reductions imposed by the new sheriff, which in turn directly affects the City's contractual obligations.

The Commission inquired how Council reviews the possible scenarios for a recession and suggested ideas on how to show adjustments for transparency to avoid public concerns. Staff said that Council reviews the Commission's agenda packets, meets one-on-one with Staff to review the budget and discuss the City's needs and fiscal stability in order to determine what is feasible and in the best interest of the community prior to adopting the budget.

Staff noted the 10-year budget projections would be brought back to the Commission for additional input at a special meeting in early December prior to taking the projections to the public community workshop scheduled for January 11, 2020.

2. DISCUSS PENSION TRUST AND UNFUNDED LIABILITY

Finance Director Romero presented the staff report, which is on file in the Finance Department.

The Commission and Staff discussed the City's three pension tiers; current unfunded pension liability; required California Public Employees Retirement System Agency (CalPERS) annual contributions; the City's pension funding obligations; how investment returns for Public Agency Retirement Services (PARS) funds are compare to CalPERS funds; reserve fund balances for the City and how the overall funded percentage is calculated; how payments to CalPERS are calculated; the City's reserves policy outlines targets for each reserve category; and the investment strategy selected for the PARS pension trust.

DEPARTMENTAL REPORTS

1. FIRST QUARTER 2019 (JANUARY – MARCH) SALES TAX UPDATE FOR THE CITY OF LA QUINTA

Financial Services Analyst Hallick presented the staff report, which is on file in the Finance Department.

Staff announced that the City would hold a Special Joint City Council/Planning Commission Meeting on Monday, October 28, 2019, at 6:00 p.m., regarding the draft Highway 111 Corridor Plan, and would send out a calendar invite to the Commission.

The Commission noted the commentary on the second page of the attachment to the staff report was very helpful and added credibility to the projections.

2. 2019/20 INVESTMENT POLICY CERTIFICATION

Financial Services Analyst Hallick presented the staff report, which is on file in the Finance Department.


Staff announced that the City's 2019/20 Investment Policy had been granted the California Municipal Treasurers Association Investment policy certification for adhering to the state of California government code and meeting best practices guidelines in various topic areas.

COMMISSIONERS' ITEMS – None

ADJOURNMENT

There being no further business, it was moved and seconded by Commissioners Twohey/Hoffner to adjourn this meeting at 6:38 p.m. Motion passed: ayes 6, noes 0, absent 1 (Lopez).

Respectfully submitted,



Digitally signed by Jessica Delgado
DN: cn=Jessica Delgado, o=City of La
Quinta, ou=Finance Department,
email=jdelgado@laquintaca.gov,
c=US
Date: 2019.11.20 13:53:41 -08'00'

Jessica Delgado, Management Assistant
City of La Quinta, California