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# HOUSING AUTHORITY AGENDA

CITY HALL COUNCIL CHAMBER  
78495 Calle Tampico La Quinta

**SPECIAL MEETING**  
**TUESDAY, MAY 19, 2020 at 4:00 P.M.**

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## SPECIAL NOTICE Teleconferencing and Telephonic Accessibility In Effect

Pursuant to Executive Orders N-25-20, N-29-20, N-33-20, and N-35-20, executed by the Governor of California in response to the state of emergency relating to novel coronavirus disease 2019 (COVID-19) and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 *et seq.*), members of the Housing Authority, the Executive Director, Authority Counsel, City Staff, and City Consultants may participate in this meeting by teleconference. Additionally, pursuant to the above-referenced executive orders, the public is not permitted to physically attend at City Hall the meeting to which this agenda applies, but any member of the public may listen or participate in the open session of this meeting as specified below.

Members of the public wanting **to listen to the open session** of this meeting may do so by tuning-in live via <http://laquinta.12milesout.com/video/live>.

Members of the public wanting **to address the Housing Authority** either for public comment or for a specific agenda item, or both, are requested to send an email notification to the La Quinta City Clerk's Office at [CityClerkMail@LaQuintaCA.gov](mailto:CityClerkMail@LaQuintaCA.gov), and specify the following information:

- |                      |   |
|----------------------|---|
| 1) Full Name         | 4) Public Comment or Agenda Item Number |
| 2) City of Residence | 5) Subject                              |
| 3) Phone Number      | 6) Written or Verbal Comments           |

The email "subject line" must clearly state "Written Comments" or "Verbal Comments."

**Verbal public comments – requests to speak must be emailed to the Authority Secretary no later than 3:00 p.m. on the day of the meeting;** the City will facilitate the ability for a member of the public to be audible to the Housing Authority and general public for the item(s) by contacting him/her via phone and queuing him/her to speak during the discussion.

**Only one person at a time may speak by telephone and only after being recognized by the Chairperson.**

**Written public comments**, received prior to the adjournment of the meeting, will be distributed to the Housing Authority, incorporated into the agenda packet and public record of the meeting, and will not be read during the meeting unless, upon the request of the Chairperson, a brief summary of any public comment is asked to be read, to the extent the City Clerk’s Office can accommodate such request.

It would be appreciated that any email communications for public comments related to the items on the agenda, or for general public comment, are provided to the City Clerk’s Office at the email address listed above prior to the commencement of the meeting. If that is not possible, and to accommodate public comments on items that may be added to the agenda after its initial posting or items that are on the agenda, every effort will be made to attempt to review emails received by the City Clerk’s Office during the course of the meeting. The Chairperson will endeavor to take a brief pause before action is taken on any agenda item to allow the Authority Secretary to review emails and share any public comments received during the meeting. All emails received by the Authority Secretary, at the email address above, until the adjournment of the meeting, will be included within the public record relating to the meeting.

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**CALL TO ORDER**

ROLL CALL: Authority Members: Evans, Fitzpatrick, Peña, Sanchez,  
Chairperson Radi

**VERBAL ANNOUNCEMENT – AB 23 [AUTHORITY SECRETARY]**

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

At this time, members of the public may address the Housing Authority on any matter not listed on the agenda. Please email [written public comments or a request to provide verbal public comments to CityClerkMail@LaQuintaCA.gov](mailto:CityClerkMail@LaQuintaCA.gov) and limit your comments to three minutes (approximately 350 words). The Housing Authority 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 the Brown Act [Government Code § 54954.2(b)].

## **CONFIRMATION OF AGENDA**

### **CONSENT CALENDAR**

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

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| 1. APPROVE QUARTERLY MEETING MINUTES OF APRIL 21, 2020   | 5                  |
| 2. RECEIVE AND FILE LA QUINTA HOUSING AUTHORITY ANNUAL REPORT FOR FISCAL YEAR 2018/19 PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34328  | 9                  |
| 3. RECEIVE AND FILE HOUSING SUCCESSOR ANNUAL REPORT FOR FISCAL YEAR 2018/19 REGARDING LOW- AND MODERATE-INCOME HOUSING ASSET FUND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f) FOR THE LA QUINTA HOUSING AUTHORITY | 25                 |

### **BUSINESS SESSION**

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| 1. APPROVE CONTRACT SERVICES AGREEMENT WITH LA QUINTA PALMS REALTY TO PROVIDE RESIDENTIAL PROPERTY MANAGEMENT SERVICES | 35                 |

### **STUDY SESSION**

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|--|--------------------|
| 1. DISCUSS FISCAL YEAR 2020/21 PROPOSED HOUSING AUTHORITY BUDGET | 71                 |

### **CHAIR AND BOARD MEMBERS' ITEMS**

### **REPORTS AND INFORMATIONAL ITEMS – NONE**

**ADJOURNMENT**

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The next regular quarterly meeting of the Housing Authority will be held on July 21, 2020 at 4:00 p.m. in the City Council Chambers, 78495 Calle Tampico, La Quinta, CA 92253.

**DECLARATION OF POSTING**

I, Monika Radeva, Authority Secretary of the La Quinta Housing Authority, do hereby declare that the foregoing agenda for the La Quinta Housing Authority was posted near the entrance to the Council Chambers at 78495 Calle Tampico and on the bulletin boards at 51321 Avenida Bermudas and 78630 Highway 111, on May 15, 2020.

DATED: May 15, 2020

MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority

**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 Housing Authority, arrangement 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 Housing Authority during a meeting, please be advised that eight (8) copies of all documents, exhibits, etc., must be supplied to the Authority Secretary 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 Housing Authority regarding any item on this agenda will be made available for public inspection at the Authority Secretary counter at City Hall located at 78495 Calle Tampico, La Quinta, California, 92253, during normal business hours.



**HOUSING AUTHORITY  
QUARTERLY MEETING  
MINUTES  
TUESDAY, APRIL 21, 2020**

**CALL TO ORDER**

A regular quarterly meeting of the La Quinta Housing Authority was called to order at 5:31 p.m. by Chairperson Radi.

This meeting was held by teleconference pursuant to Executive orders N-25-20, N-29-20, N-33-20, and N-35-20, executed by the Governor of California in response to the state of emergency relating to novel coronavirus disease 2019 (COVID-19) and enabling teleconferencing accommodations by suspending or waiving specified provisions of the Ralph M. Brown Act (Government Code § 54950 *et seq.*).

PRESENT: Authority Members: Evans, Fitzpatrick, Peña, Sanchez, and Chairperson Radi

STAFF PRESENT: Executive Director McMillen, Authority Counsel Ihrke, Authority Secretary Radeva, Assistant to the City Manager Villalpando, Marketing Specialist Kinley

**VERBAL ANNOUNCEMENT – AB 23** was made by the Authority Secretary

**CONFIRMATION OF AGENDA**

Authority Secretary requested to pull Business Session Item No. 1 from the Agenda as it was included in error, and it was already considered by the Authority at the February 18, 2020 special meeting. The Authority concurred.

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

**CONSENT CALENDAR** – *Taken out of Agenda order*

**1. APPROVE SPECIAL MEETING MINUTES OF FEBRUARY 18, 2020**

**MOTION** – A motion was made and seconded by Authority Members Fitzpatrick/Evans to approve the Consent Calendar as recommended. Motion passed unanimously.

**BUSINESS SESSION** – Taken out of Agenda order

1- ~~Item was pulled from the Agenda >>> **APPOINT HOUSING AUTHORITY CHAIRPERSON AND VICE-CHAIRPERSON FOR CALENDAR YEAR 2020**~~

**2. APPROVE FUNDING OPTION FOR AREA HOMELESS PREVENTION PROGRAMS**

Assistant to the City Manager Villalpando and Management Specialist Kinley presented the staff report, which is on file in the Clerk's Office.

Chairperson Radi said Linda Barrack, CEO and President of Martha's Village and Kitchen, provided WRITTEN PUBLIC COMMENT thanking the City for considering allocating funding to help assist Area Homeless Prevention Programs; and commending the City for its quick response to the critical needs of non-profits providing services to the homeless and struggling community members during this time of need due to the spread of COVID-19.

Chairperson Radi commended homeless prevention organizations for providing critical and invaluable services and support to help the community get through these difficult times.

Council expressed general support for Funding Option No. 1 as presented in the staff report, providing equal funding amongst the three organizations; commended the Housing Commission for their detailed review and thoughtful recommendations; and discussed funding status for Path of Life Ministries through the Coachella Valley Association of Governments (CVAG); matching funds for CVAG offered in the past from Desert Healthcare District are no longer available; the unlikely feasibility of executing a Memorandum of Understanding between the City and CVAG to provide a guarantee to expend the funds in La Quinta as the need is primarily valley-wide; essential services and resources offered by Martha's Village and Kitchen and Coachella Valley Rescue Mission.

MOTION – A motion was made and seconded by Authority Members Evans/Peña to approve Funding Option No. 1 providing \$83,333.33 assistance to area homeless service providers and homeless prevention partners: Coachella Valley Rescue Mission, Martha's Village and Kitchen, and Coachella Valley Association of Governments.

**CHAIR AND BOARD MEMBERS' ITEMS** – None

**ADJOURNMENT**

There being no further business, it was moved and seconded by Authority Members Evans/Fitzpatrick to adjourn at 5:47 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority

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# City of La Quinta

HOUSING AUTHORITY SPECIAL MEETING: May 19, 2020

## STAFF REPORT

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**AGENDA TITLE:** RECEIVE AND FILE THE LA QUINTA HOUSING AUTHORITY ANNUAL REPORT FOR FISCAL YEAR 2018/19 PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34328

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### RECOMMENDATION

Receive and file the Fiscal Year 2018/19 La Quinta Housing Authority Annual Report.

### EXECUTIVE SUMMARY

- California Health and Safety Code Section 34328 requires the Housing Authority (Authority) to prepare and file an Annual Report (Report).
- The Report (Attachment 1) presents all Authority activities for 2018/19.
- The Report will be posted on the City's website and filed with the City Clerk.

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

The Report reviews the Authority's assets, budget, housing unit compliance, and affordable housing activities during 2018/19, and includes the following findings:

- No bonds were issued nor were any affordable housing commitments made.
- After transferring ownership of the Washington Street Apartments project to Coachella Valley Housing Coalition on March 15, 2018, the project has been completed and officially opened on November 21, 2019.
- The Authority remains in compliance with the Housing Affordability requirement wherein 50 percent of the Authority's 1,284 assisted rental units are available to persons of very-low income.
- The Authority has 395 silent second trust deed loans, and 1 residential rehabilitation loan, all of which provide affordability covenants and are monitored for compliance.

- The Authority did not issue any domestic violence related termination notices.

### **ALTERNATIVES**

As this is a receive and file action, no alternatives are presented.

Prepared by: Doug Kinley, Housing Specialist  
Approved by: Jon McMillen, Executive Director

Attachment: 1. La Quinta Housing Authority Annual Report



*Coral Mountain Apartments*

*La Quinta*  
— GEM of the DESERT —

## Introduction

[About This Annual Report](#)

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**SUMMARY**

California Health and Safety Code ("HSC") Section 34328 states that "at least once a year, an authority shall file with the clerk of the respective city or county and with the Department of Housing and Community Development ("HCD") a report of its activities for the preceding year" ("Annual Report"). This Annual Report for the La Quinta Housing Authority ("Authority") covers all the activities that have occurred during the 2018-19 Fiscal Year ("FY 18-19"), including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

**LEGAL AUTHORITY**

It is the intent of the State legislature that housing authorities function as local entities with the primary responsibility of providing housing for very low- and low-income households. As such, housing authorities are distinct, autonomous, legal entities that derive their powers from State statute. The HSC, beginning with Section 34200, provides for the functioning of a local housing authority through a resolution of the local governing body. In the case of the City of La Quinta ("City"), the City Council of the City of La Quinta ("City Council") resolved that the Authority could exercise its powers. The resolution adopted by the City Council must be accompanied by a finding that either of the following is true: (1) unsanitary or unsafe housing exists in the city or (2) there is a shortage of safe or sanitary housing available to persons of low income. On September 15, 2009, the City Council adopted Resolution No. 2009-005, confirming that both aforementioned findings have been met to establish a housing authority in accordance with the California Housing Authorities Law (Health and Safety Code Section 34200, *et. seq.*). The Authority adopted Bylaws and Rules of Procedure on October 6, 2009 by Resolution HA 2009-001, which was amended by the Authority on April 15, 2014.

ABx1 26 dissolved redevelopment agencies in California effective February 1, 2012. Health and Safety Code Section 34176(b)(2) allows the local housing authority to assume all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of a dissolved redevelopment agency. On January 17, 2012, the La Quinta Housing Authority adopted resolution HA 2012-002, electing to be the "housing successor" to the dissolved La Quinta Redevelopment Agency.

Health and Safety Code Section 34179 requires the formation of oversight boards to approve transactions related to former redevelopment agencies. The Oversight Board of the Successor Agency to La Quinta Redevelopment Agency was established on March 7, 2012. The Oversight Board subsequently approved the transfer of affordable housing properties to the La Quinta Housing Authority on April 18, 2012 via resolutions OB 2012-008 and OB 2012-009.

**OBJECTIVES OF THE HOUSING AUTHORITY**

The Authority was established to own rental properties in the City of La Quinta that were scheduled for substantial rehabilitation, and to hold title to vacant properties that will be developed with single and multi-family housing. A detailed inventory of Authority properties is presented in Tables 1a, 1b, and 1c. The Authority contracts with private entities to manage the occupied properties. The Authority's objectives are:

- Provide safe and sanitary housing opportunities for La Quinta residents;

- Rehabilitate properties that exhibit unsafe or unhealthy characteristics; and
- Increase, improve, and preserve the community's affordable housing stock.

### **CONTENTS OF THE HOUSING AUTHORITY'S ANNUAL REPORT**

This Annual Report has been developed to:

- Summarize the Authority's activities during FY 18-19, including any bond issuances, and loan or finance agreements that the Authority has entered into;
- Show compliance with requirements of HSC Section 34312.3 such as the minimum amount of housing units affordable to lower income in projects assisted by the Authority, and document established base rents and/or maximum rental payments for lower income households; and
- Document any domestic violence tenancy or Section 8 voucher termination as required by HSC Section 34328.1.

### **HOUSING AUTHORITY DEBT OBLIGATIONS**

Pursuant to HSC Section 34328.1, the Authority must provide a complete report of all bond, loan and financing agreement transactions during the prior fiscal year. Authority activities permitted by HSC Section 34312.3 include issuing bonds, loans and financing agreements for multi-family rental housing projects.

There were no new bond, loan or financing agreement transactions during FY 18-19.

### **LAND TRANSACTIONS AND DEVELOPMENT**

HSC Section 34312.3 permits housing authorities to undertake activities related to:

- The development, rehabilitation, or financing of housing projects;
- The purchase, sale, lease, ownership, operation, or management of housing projects assisted by the Authority; conveyance of surplus lands to a developer for permitted purposes; and
- Establish a special trust fund or account funded with bond proceeds or developer funds.

Washington Street Apartments ownership was transferred to the Coachella Valley Housing Coalition (CVHC) on March 15, 2018. The work that has been completed as part of the affordable housing project includes, demolition, utility infrastructure upgrades, and rehabilitation of existing units, and the construction of 68 new units and associated community centers.

A combination of housing funds, bond proceeds, and tax credit financing was used to pay for the design, architectural, engineering, and project management services in addition to vertical construction and rehabilitation. The Project has been completed as of November 21, 2019.

### **HOUSING AUTHORITY ASSETS**

Housing Authority assets include real property assets owned or managed by the Authority and include a breakdown of the current and anticipated income levels at each property

where applicable. All Real Property Assets are shown on **Table 1a and 1b**. A summary of the seven (7) long-term loans made by the former La Quinta Redevelopment Agency to affordable housing developers is provided in **Table 1c**. These loans have been assumed by the Authority due to redevelopment dissolution.

**Real Property Inventory**

**Table 1a**

Real Property Inventory						Table 1a	
La Quinta Housing Authority							
Project Name	Parcel Nos.	Description	Unit Breakdown				Total
			Very Low (≤ 50% AMI)	Low (≤ 80% AMI)	Moderate (≤ 120% AMI)	Above Mod. (>120% AMI)	
1 Coral Mountain Apartments	600-020-055	Ground Lease	36	138	2	176	
2 Dune Palms at Westward Ho Apartments (future project)	600-030-004, 020, 021	Land holding				TBD	
3 Vacant Land - Ostrowsky (future project)	773-077-015	Land holding				TBD	
4 Vacant Land - Calle Tamazula	770-174-002	Land holding				TBD	
5 Vacant Land - NWC Avenida Herrera/Calle Sonora	773-223-022	Land holding				TBD	
6 Vacant Land - Avenida Villa	773-233-019	Land holding				TBD	
7 Vacant Land - Avenida Navarro	773-234-015	Land holding				TBD	
<b>TOTAL</b>			<b>36</b>	<b>138</b>	<b>2</b>	<b>176</b>	

Real Property Inventory						Table 1b	
La Quinta Housing Authority							
Project Name	Parcel Nos.	Description	Unit Breakdown				Total
			Very Low (≤ 50% AMI)	Low (≤ 80% AMI)	Moderate (≤ 120% AMI)	Above Mod. (>120% AMI)	
Cove Rental Homes	Listed Below	Single-family rental units	28			28	
1 51-395 Calle Kalima	770-166-019						
2 51-395 Avenida Vallejo	773-083-021						
3 51-805 Avenida Cortez	773-152-015						
4 52-225 Avenida Vallejo	773-222-022						
5 52-425 Eisenhower Drive	773-265-020						
6 52-635 Avenida Diaz	773-281-020						
7 52-565 Eisenhower Drive	773-295-017						
8 52-985 Avenida Carranza	773-321-013						
9 52-855 Avenida Ramirez	773-322-025						
10 52-985 Eisenhower Drive	773-326-024						
11 52-835 Avenida Villa	773-333-018						
12 52-845 Avenida Villa	773-333-019						
13 53-105 Avenida Obregon	774-044-017						
14 53-155 Avenida Obregon	774-044-020						
15 53-175 Avenida Obregon	774-044-021						
16 53-105 Avenida Herrera	774-053-017						
17 53-275 Avenida Navarro	774-094-014						
18 53-565 Avenida Vallejo	774-122-016						
19 53-523 Avenida Martinez	774-131-013						
20 53-541 Avenida Martinez	774-131-014						
21 53-825 Avenida Juarez	774-143-017						
22 53-965 Avenida Diaz	774-151-023						
23 53-775 Avenida Alvarado	774-153-014						
24 53-795 Avenida Herrera	774-163-015						
25 53-880 Avenida Navarro	774-175-007						
26 53-940 Eisenhower Drive	774-171-010						
27 54-245 Avenida Herrera	774-213-023						
28 54-280 Avenida Madero	774-232-032						
<b>TOTAL</b>			<b>28</b>	<b>0</b>	<b>0</b>	<b>28</b>	

Long Term Loans

Table 1c

La Quinta Housing Authority

Project Name	Description	Developer	Loan Amount
1 Mountain View Apartments	Multi-Family Rental	Pat & Lora Dean Dolce	\$350,000
2 Aventine Apartments	Multi-Family Rental	Spanos Corporation	\$217,723
3 Wolff Waters Place	Multi-Family Rental	Coachella Valley Housing Coalition	\$30,147,938
4 Coral Mountain Apartments	Multi-Family Rental	Coral Mountain Partners, LLC	\$29,000,000
5 Seasons Senior Apartments	Senior Rental	Linc Housing	\$2,112,847
6 Hadley Villas	Senior Rental	Senior Affordable Housing Corp., No. 3	\$887,000
7 Washington Street Apartments	Senior Rental	Coachella Valley Housing Coalition	\$17,452,010

**HOUSING UNIT COMPLIANCE**

As set forth by HSC Sections 34328 and 34328.1, housing authorities are required to:

- Show compliance with requirements of HSC Section 34312.3 such as the minimum amount of housing units affordable to lower income households in projects assisted by the Authority, and document established base rents and/or maximum rental payments for these households; and
- Document any domestic violence tenancy or Section 8 voucher termination as required by HSC Section 34328.1.

The following subsections provide a summary of the Authority’s progress toward the requirements listed above.

**Housing Affordability Requirement**

The authority shall require the owners of housing projects assisted pursuant to this section to accept as tenants, on the same basis as all other prospective tenants, in the units reserved for very low income households, any very low income households who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f), or its successor. The authority shall not permit a selection criteria to be applied to Section 8 certificate holders that is any more burdensome than the criteria applied to all other prospective tenants.

No resident in housing units assisted pursuant to this section shall be denied continued occupancy or ownership because, after admission, the resident's family income increases to exceed the eligibility level. However, the authority shall ensure that percentage requirements of this section shall continue to be met by providing the next available unit or units to persons of low income or by taking other actions to satisfy the percentage requirements of this section.

**Table 2** provides a summary of the Authority assumed enforcement responsibility for affordability covenants within privately-owned, former redevelopment-agency properties and shows how the current affordability mix of the Authority’s assisted projects meet established requirements within HSC Section 34312.3.

The Authority has 395 silent second trust deed loans, and 1 residential rehabilitation loan, all of which provide affordability covenants on these properties. Silent second trust deed loans are not repaid unless there is a default on affordability covenants. Interest assessed only if there is a default on affordability covenants. (Due to the length of this list, it is attached as **Table 5** of this report.)

**Affordable Housing Covenants**  
La Quinta Housing Authority Table 2

Project Name	Description	Address	Unit Breakdown				Total
			Very Low (≤ 50% AMI)	Low (≤ 80% AMI)	Moderate (≤ 120% AMI)	Above Mod. (>120% AMI)	
1 Aventine Apartments	Multi-Family Rental	47-750 Adams		10	10		20
2 Hadley Villas	Senior Rental	78-875 Avenue 47	79				79
3 Seasons Senior Apartments	Senior Rental	50-915 Rainbow Court	57	35			92
4 Miraflores Senior Apartments	Senior Rental	47-747 Gertrude Way	72	46			118
5 Mountain View Apartments	Multi-Family Rental	51-020 Eisenhower			14		14
6 Vista Dunes Courtyard Homes	Multi-Family Rental	44-950 Vista Dunes Lane	79		1		80
7 Wolff Waters Place	Multi-Family Rental	47-795 Dune Palms Road	216		2		218
8 Coral Mountain Apartments	Multi-Family Rental	79-625 Vista Coralina Lane	36	138	2		176
9 Habitat for Humanity Home/Ownership	Single Family	53220 Avenida Alvarado	1				1
10 Habitat for Humanity Home/Ownership	Single Family	53240 Avenida Alvarado	1				1
11 Cove Rental Homes	Single Family	See Table 1b	28				28
12 Silent Second Trust Deed Loans	Single Family	See Table 5	79	188	118		385
13 Washington Street Apartments*	Senior Rental	42-800 Washington Street	72*				72
<b>TOTAL</b>			<b>648</b>	<b>417</b>	<b>147</b>	<b>0</b>	<b>1284</b>

\* Rental assistance for anyone at ≤ 50% AMI or lower

**Base & Maximum Rents**

The Housing Authority monitors to ensure compliance of rental payments charged for its housing units and will make necessary adjustments to bring any rental payments that exceed the listed amounts in **Table 3** into compliance.

**Table 3**

**2019 State Income Limits for Riverside County (RDA)**

# of Persons	Number of Persons in Household							
	1	2	3	4	5	6	7	8
120% of Median	\$ 58,550	\$ 66,900	\$ 75,300	\$ 83,650	\$ 90,350	\$ 97,050	\$ 103,750	\$ 110,400
100% of Median	\$ 48,800	\$ 55,750	\$ 62,750	<b>\$ 69,700</b>	\$ 75,300	\$ 80,850	\$ 86,450	\$ 92,000
80% of Median	\$ 40,250	\$ 46,000	\$ 51,750	\$ 57,450	\$ 62,050	\$ 66,650	\$ 71,250	\$ 75,850
50% of Median	\$ 25,150	\$ 28,750	\$ 32,350	\$ 35,900	\$ 38,800	\$ 41,650	\$ 44,550	\$ 47,400
30% of Median	\$ 15,100	\$ 17,250	\$ 21,330	\$ 25,750	\$ 30,170	\$ 34,590	\$ 39,010	\$ 43,430

**2019 State Rent Limits for Riverside County- Provided owner pays all utilities**

Unit Size	30% of Median	50% of Median	60% - 80% of Median	120% of Median
Studio	\$366	\$610	\$732	\$1,342
One-Bedroom	\$418	\$697	\$836	\$1,533
Two-Bedroom	\$471	\$784	\$941	\$1,726
Three-Bedroom	\$523	\$871	\$1,046	\$1,917
Four-Bedroom	\$565	\$941	\$1,130	\$2,071

Per State regulations (Section 50053), 80% is the product of 30% times 60% of the area median income adjusted for family size appropriate to the unit.

Per State regulations (Section 50053), 120% is the product of 30% times 110% of the area median income adjusted for family size appropriate to the unit.

**Domestic Violence**

State law requires that a housing authority annually disclose data related to domestic violence incidents in units owned or operated by the housing authority. Specifically, the data must include:

- Data on termination of tenancies and/or Section 8 vouchers of victims of domestic violence in housing authority units.



- Summary of steps taken by the housing authority to address any termination of tenancies and/or Section 8 vouchers of victims of domestic violence.

In Fiscal Year 2018-19, there were no terminations of tenancies or Section 8 vouchers of victims of domestic violence in units owned or operated by the Authority.

**AUTHORITY BUDGET Table 4** presents the Authority’s actual expenditures for FY 2018-19 as well as the estimated budget to be requested for FY 2019-20.

<b>Estimated Budget</b>		<b>Table 4</b>	
<b>La Quinta Housing Authority</b>			
	<b>FY 18/19</b>	<b>FY 19/20</b>	
	<b>Actuals</b>	<b>Requested Budget</b>	
<b>PERSONNEL</b>			
Salaries-Permanent Full Time	\$ 130,085	\$ 143,595	
Commissions and Boards	\$ 750	\$ 3,000	
Benefits	\$ 43,556	\$ 52,500	
<b>SUPPLIES &amp; SERVICES</b>			
Contract Services	\$ 59,667	\$ 160,000	
Printing	\$ -	\$ -	
Training	\$ 1,611	\$ 2,000	
Legal advertising for Housing Commission	\$ -	\$ -	
Membership Dues	\$ -	\$ -	
Office Supplies	\$ 1,530	\$ 2,000	
Other - Insurance	\$ 38,100	\$ 38,800	
<b>DEBT SERVICE</b>			
Interest Expense - Provident	\$ -	\$ -	
Interest Expense - USDA/WSA	\$ -	\$ -	
Principal Payment - Provident	\$ -	\$ -	
Principal Payment - USDA	\$ -	\$ -	
<b>HOUSING DEVELOPMENT PROGRAM</b>			
La Quinta Rental Program	\$ 307,302	\$ 300,000	
<b>HOMELESSNESS ASSISTANCE</b>			
	\$ 267,667	\$ 250,000	
<b>TOTAL</b>	<b>\$ 850,268</b>	<b>\$ 951,895</b>	

# City of La Quinta Housing Authority

## Fiscal Year 2018-19 Annual Report

**ATTACHMENT 1****SINGLE FAMILY OWNERSHIP****TABLE 5**

CITY OF LA QUINTA

HOUSING PROGRAMS - SINGLE FAMILY OWNERSHIP

Updated 02/26/2019

Property Address	APN	Unit Size (bdrms)	Date of Completion (Cofo)	Date of Recordation	County Recorder Doc #	Expiration of Covenants	Assumption Date (most recent)
51-810 Ave. Alvarado	773 163 003	3	4-Feb-2003	6-Mar-2003	2003-16114	6-Mar-2048	NA
51-815 Ave. Alvarado	773 162 015	4	10-Mar-1988	30-Sep-1998	421168 [1998]	30-Sep-2028	10/5/2004
52-085 Ave. Alvarado	773 213 015	3	20-Jun-1988	20-Aug-1999	1999-376465	20-Aug-2029	NA
52-845 Ave. Alvarado	773 313 018	3	18-Apr-2002	10-Jun-2002	2002-314061	10-Jun-2047	4/29/2005
53-195 Ave. Alvarado	774 043 022	3	19-Feb-1988	19-Oct-2004	2004-0875799	19-Oct-2049	NA
53-220 Ave. Alvarado	774-044-011	3	2011	2-Feb-2018		8-Feb-2063	NA
53-240 Ave. Alvarado	774-044-12	4	2011	8-Sep-2017		8-Sep-2062	NA
53-620 Ave. Alvarado	774 114 004	4	4-Jun-2003	9-Jul-2003	2003-509669	9-Jul-2048	NA
53-760 Ave. Alvarado	774 154 002	3	1999	5-Jan-2000	2000-003383	5-Jan-2030	NA
53-785 Ave. Alvarado	774 153 015	3	9-Aug-2002	21-Aug-2002	2002-464180	21-Aug-2047	NA
54-840 Ave. Alvarado	774 293 005	3	19-Sep-2001	5-Dec-2001	2001-600547	5-Dec-2031	11/1/2017
51-535 Ave. Bermudas	773 145 015	4	16-Jan-2002	8-Feb-2002	2002-073249	8-Feb-2032	NA
51-705 Ave. Bermudas	773 145 019	3	28-Nov-2000	22-Dec-2000	2000-510918	22-Dec-2030	NA
51-945 Ave. Bermudas	773 184 022	3	1-Dec-1992	29-Dec-1998	563328 [1998]	29-Dec-2028	NA
51-985 Ave. Bermudas	773 184 024	3	12-Jan-2001	30-Jan-2001	2001-039597	30-Jan-2031	NA
52-165 Ave. Bermudas	773 235 019	3	21-Feb-2002	20-Mar-2002	2002-141561	20-Mar-2047	7/29/2005
52-205 Ave. Bermudas	773 235 021	3	17-Jan-2003	31-Jan-2003	2003-076561	31-Jan-2048	NA
52-445 Ave. Bermudas	773 275 020	3	16-Sep-1993	1-Oct-1993	387089 1993]	1-Oct-2033	3/2/2015
52-050 Ave. Carranza	773-221-001	3	7-Jun-2011	19-Jul-2012	2012-0338014	19-Jul-2057	NA
52-380 Ave. Carranza	773 261 008	4	1979	15-Apr-1997	127934 [1997]	15-Apr-2027	NA
52-475 Ave. Carranza	773 285 013	3	1979	12-Dec-2011	2011-0547500	12-Dec-2056	NA
52-800 Ave. Carranza	773 322 003	3	15-Jun-1999	10-Sep-1999	1999-08449	10-Sep-2029	NA
52-965 Ave. Carranza	773 321 011	3	1988	29-Dec-2004	2004-1028966	10-Dec-2049	NA
53-195 Ave. Carranza	774 045 021	3	1989	30-Jun-2006	2006-0476282	30-Jun-2051	NA
54-120 Ave. Carranza	774 211 006	3	11-Jul-2011	31-May-2012	2012-0252283	31-May-2057	NA
54-845 Ave. Carranza	774 294 017	3	26-Jan-2003	11-Jul-2003	2003-518291	11-Jul-2048	NA
51-590 Ave. Diaz	773 121 002	3	19-Mar-2003	3-Apr-2003	2003-236346	3-Apr-2048	12/13/2007
51-610 Ave. Diaz	773 121 003	3	15-Jul-2003	31-Jul-2003	2003-578621	31-Jul-2048	NA
52-250 Ave. Diaz	773 252 002	3	15-Feb-2002	21-Mar-2002	2002-145090	21-Mar-2047	NA
52-575 Ave. Diaz	773 281 016	3	15-Feb-1978	11-Sep-1998	387949 [1998]	11-Sep-2028	NA
52-608 Ave. Diaz	773 282 005	3	1979	8-Apr-2011	2011-0157264	8-Apr-2056	2/22/2017
52-625 Ave. Diaz	773 281 019	3	30-Sep-1999	29-Oct-1999	1999-478426	29-Oct-2029	NA
52-645 Ave. Diaz	773 281 021	3	13-Jun-1988	18-Jun-2002	2002-332780	18-Jun-2047	NA
54-175 Ave. Diaz	774 194 021	3	29-Feb-1980	15-Oct-1998	44607 [1998]	15-Oct-2028	NA
51-530 Ave. Herrera	773 133 002	3	29-Mar-2002	8-May-2002	2002-241302	8-May-2047	NA
51-614 Ave. Herrera	773 133 005	3	1978	15-Jul-1997	249008 [1997]	15-Jul-2027	NA
51-785 Ave. Herrera	773 172 014	3	28-Aug-2001	17-Sep-2001	2001-449104	17-Sep-2031	1/18/2006
51-805 Ave. Herrera	773 172 015	3	21-Aug-1998	2-Dec-1998	523128 [1998]	2-Dec-2028	NA
51-965 Ave. Herrera	773 172 023	3	1996	24-Jul-1997	261872 [1997]	24-Jul-2027	8/16/2004
51-975 Ave. Herrera	773 172 024	3	20-Jun-1997	23-Jul-1997	259290 [1997]	23-Jul-2027	NA
52-690 Ave. Herrera	773 294 010	3	23-Oct-1989	2-May-2000	2000-163729	2-May-2030	NA
52-930 Ave. Herrera	773 325 010	3	18-Jul-2001	2-Aug-2001	2001-363999	2-Aug-2031	NA
52-940 Ave. Herrera	773 325 011	3	18-Jul-2001	6-Aug-2001	2001-369330	6-Aug-2031	NA
53-035 Ave. Herrera	774 053 013	3	6-Jun-2003	27-Jun-2003	2003-478706	27-Jun-2048	10/24/2007
53-055 Ave. Herrera	774 053 014	4	6-Jun-2003	27-Jun-2003	2003-478701	27-Jun-2048	NA
53-385 Ave. Herrera	774 083 018	3	14-Mar-2002	5-Apr-2002	2002-176110	5-Apr-2047	6/15/2015
53-495 Ave. Herrera	774 083 022	4	6-Nov-1987	21-Mar-2000	2000-101840	21-Mar-2030	N/A
53-555 Ave. Herrera	774 123 015	3	18-Jul-2003	1-Aug-2003	2003-586642	1-Aug-2048	NA
53-640 Ave. Herrera	774 124 008	3	29-Jul-2003	26-Nov-2003	2003-932184	26-Nov-2048	NA
53-880 Ave. Herrera	774 164 009	4	30-Dec-1977	30-Jun-1997	229976 [1997]	30-Jun-2027	NA
51-905 Ave. Juarez	773 154 020	3	22-Nov-2000	6-Dec-2000	2000-484537	6-Dec-2030	NA
51-930 Ave. Juarez	773-155-009-7	3	2000	30-Oct-2001	2001-533511	30-Oct-2031	NA
52-300 Ave. Juarez	773 251 002	3	13-Jan-2000	15-Feb-2000	2000-055208	15-Feb-2030	NA
53-385 Ave. Juarez	774 034 019	3	15-Dec-2000	22-Dec-2000	2000-509883	22-Dec-2030	NA
54-495 Ave. Juarez	774 232 031	3	16-Nov-1977	9-Jun-1997	202152 [1997]	9-Jun-2027	NA
79-435 Ave. Las Palmas	604-460-001	3	25-Jul-2001	20-Mar-2002	2002-141339	20-Mar-2047	11/15/2013
51-920 Ave. Madero	773 154 009	3	12-Oct-2001	26-Oct-2001	2001-526313	26-Oct-2031	6/4/2004
53-380 Ave. Madero	774 034 007	3	10-Sep-1998	30-Mar-2005	2005-0249333	15-Mar-2050	3/24/2005
53-790 Ave. Madero	774 143 002	3	30-Mar-1993	31-Jan-2002	2002-059809	31-Jan-2032	3/21/2019
51-552 Ave. Martinez	773 142 004	3	31-May-2002	27-Jun-2002	2002-354182	27-Jun-2032	NA
52-365 Ave. Martinez	773 271 016	3	23-Oct-1989	30-May-2001	2001-239124	30-May-2031	NA
52-600 Ave. Martinez	773 302 004	3	6-Dec-1993	29-Dec-1993	52660 [1993]	29-Dec-2033	NA
53-045 Ave. Martinez	774 061 014	4	14-Aug-2002	10-Sep-2002	2002-502324	10-Sep-2047	NA
53-300 Ave. Martinez	774 092 003	4	7-May-2003	15-Aug-2003	2003-629492	5-Aug-2048	NA
53-340 Ave. Martinez	774 092 005	3	25-Jul-2003	11-Aug-2003	2003-610114	11-Aug-2048	NA
53-380 Ave. Martinez	774 092 007	3	30-May-2003	3-Jul-2003	2003-497914	3-Jul-2048	NA

# City of La Quinta Housing Authority

## Fiscal Year 2018-19 Annual Report

# ATTACHMENT 1

### SINGLE FAMILY OWNERSHIP

### TABLE 5 COUNTINUED

CITY OF LA QUINTA

HOUSING PROGRAMS - SINGLE FAMILY OWNERSHIP

Updated 02/26/2019

Property Address	APN	Unit Size (bdrms)	Date of Completion (CofO)	Date of Recordation	County Recorder Doc #	Expiration of Covenants	Assumption Date (most recent)
53-425 Ave. Martinez	774 091 021	3	3-Oct-2001	5-Nov-2001	2001-546740	5-Nov-2031	NA
53-436 Ave. Martinez	774 092 011	3	25-Jul-2003	13-Aug-2003	2003-619149	13-Aug-2048	NA
53-445 Ave. Martinez	774 091 022	3	21-Sep-2001	20-Dec-2001	2001-633973	20-Dec-2031	NA
53-925 Ave. Martinez	774 171 021	3	12-Dec-1988	29-Sep-2006	2006-0722968	29-Sep-2051	NA
54-015 Ave. Martinez	774 221 014	3	4-Dec-2001	24-Dec-2001	2001-640233	24-Dec-2031	NA
51-720 Ave. Mendoza	773 143 011	3	20-Dec-2001	31-Jan-2002	2002-058389	31-Jan-2032	NA
51-780 Ave. Mendoza	773 182 002	3	18-Aug-1999	31-Aug-1999	1999-393219	31-Aug-2029	NA
52-195 Ave. Mendoza	773 232 021	4	1988	8-Dec-2004	2004-0974016	8-Dec-2049	NA
52-445 Ave. Mendoza	773 272 021	3	19-Dec-1994	11-Feb-1998	50109 [1998]	11-Feb-2028	11/29/2017
52-681 Ave. Mendoza	773-302-020	3	7-Jun-2011	25-Jun-2012	2012-0291690	25-Jun-2057	NA
52-900 Ave. Mendoza	773 333 009	4	21-May-2003	6-Jun-2003	2003-413385	6-Jun-2048	NA
52-935 Ave. Mendoza	773 332 023	3	6-Mar-2002	24-Apr-2002	2002-213080	24-Apr-2047	NA
52-970 Ave. Mendoza	773 333 012	3	10-Oct-2001	26-Oct-2001	2001-526877	26-Oct-2031	10/31/2003
53-060 Ave. Mendoza	774 063 003	3	6-Nov-2003	10-Dec-2003	2003-966850	10-Dec-2048	6/16/2006
53-080 Ave. Mendoza	774 063 004	3	24-Nov-2003	23-Dec-2003	2003-999396	23-Dec-2048	NA
53-175 Ave. Mendoza	774 062 021	4	19-Sep-2001	17-Oct-2001	2001-503965	17-Oct-2031	NA
54-040 Ave. Mendoza	774 223 003	3	14-Sep-2001	28-Sep-2001	2001-471684	28-Sep-2031	7/15/2004
51-780 Ave. Morales	773 152 002	3	12-Jul-1996	6-May-1997	155371 [1997]	6-May-2027	NA
51-400 Ave. Navarro	773 104 009	3	22-Oct-2002	30-Oct-2002	2002-618003	30-Oct-2047	NA
51-510 Ave. Navarro	773 145 001	3	11-Jan-2002	8-Feb-2002	2002-072232	8-Feb-2032	NA
51-870 Ave. Navarro	773 184 006	3	8-Jan-2002	22-Jan-2002	2002-035156	22-Jan-2032	NA
51-930 Ave. Navarro	773 184 009	3	12-Dec-2001	28-Dec-2001	2001-648898	28-Dec-2031	NA
52-155 Ave. Navarro	773 234 019	3	6-Dec-1993	22-Dec-1993	521256 [1993]	22-Dec-2033	NA
52-355 Ave. Navarro	773 274 016	3	6-Dec-1993	22-Dec-1993	524997 [1993]	22-Dec-2033	NA
52-385 Ave. Navarro	773 274 018	3	1-Mar-1993	30-Apr-1993	162018 [1993]	30-Apr-2033	NA
53-185 Ave. Navarro	774 064 021	3	1988	28-May-2003	2003-380632	28-May-2058	NA
53-205 Ave. Navarro	774 064 022	3	14-Mar-1989	14-Jun-2006	2006-0428536	14-Jun-2051	NA
53-645 Ave. Navarro	774-134-017	3	29-Aug-2012	25-Oct-2012	2012-0513298	25-Feb-2057	NA
53-655 Ave. Navarro	774 134 018	3	13-Feb-2001	21-Mar-2001	2001-114889	21-Mar-2031	12/15/2004
53-800 Ave. Navarro	774 175 003	3	7-Aug-2001	28-Sep-2001	2001-474645	28-Sep-2031	10/20/2009
53-835 Ave. Navarro	774 174 017	4	29-Jul-2002	4-Sep-2002	2002-491362	4-Sep-2047	NA
51-785 Ave. Obregon	773 163 014	3	27-Oct-2000	15-Nov-2000	2000-456029	15-Nov-2030	NA
51-925 Ave. Obregon	773 163 020	3	8-May-2003	30-May-2003	2003-391677	30-May-2048	NA
52-010 Ave. Obregon	773 215 001	3	9-Sep-1996	24-Sep-1996	367376 [1996]	24-Sep-2026	NA
52-030 Ave. Obregon	773 215 002	3	9-Sep-1996	22-Oct-1996	404700 [1996]	22-Oct-2026	NA
52-355 Ave. Obregon	773 254 016	3	20-Feb-2002	15-Mar-2002	2002-133703	15-Mar-2047	NA
52-440 Ave. Obregon	773 255 009	4	31-Mar-1993	30-Apr-1993	162025 [1993]	30-Apr-2033	NA
52-450 Ave. Obregon	773 255 011	3	2-Feb-2001	23-Feb-2001	2001-073983	23-Feb-2031	5/5/2010
52-585 Ave. Obregon	773 284 017	3	25-Jun-2003	22-Jul-2003	2003-545819	22-Jul-2048	NA
52-880 Ave. Obregon	773 315 007	3	13-Feb-2003	3-Mar-2003	2003-148491	3-Mar-2048	NA
53-230 Ave. Obregon	774 045 011	3	1-Jun-2001	22-Jun-2001	2001-286692	22-Jun-2031	N/A
54-845 Ave. Obregon	774 293 017	4	25-Jul-1988	3-Jul-1997	236840 [1997]	3-Jul-2027	NA
52-120 Ave. Ramirez	773 222 006	3	17-Jan-2001	26-Jan-2001	2001-036310	26-Jan-2031	NA
52-585 Ave. Ramirez	773-291-016	3	10-Apr-03	5-May-03	2003-319084	5-May-2048	NA
52-665 Ave. Ramirez	773 291 020	3	1988	26-Aug-2003	2003-658021	26-Aug-2048	4/29/2019
52-720 Ave. Ramirez	773 292 010	3	13-Jan-2004	3-Feb-2004	2004-0077754	3-Feb-2049	N/A
52-900 Ave. Ramirez	773-323-008	4	1988	14-Dec-2011	2011-0553380	14-Dec-2056	NA
53-785 Ave. Ramirez	774 161 016	4	15-Mar-1990	6-Jul-2007	2007-0442342	6-Jul-2052	NA
54-445 Ave. Ramirez	774 243 022	3	27-Oct-1999	15-Nov-1999	1999-202128	15-Nov-2029	NA
51-800 Ave. Rubio	773 162 003	3	12-Jun-1998	11-Sep-1998	388025 [1998]	11-Sep-2028	12/13/2002
51-840 Ave. Rubio	773 162 005	3	10-Mar-1998	28-Sep-1998	414304 [1998]	28-Sep-2028	NA
52-105 Ave. Rubio	773 212 015	4	1991	30-Oct-1997	394888 [1997]	30-Oct-2027	NA
52-160 Ave. Rubio	773 213 008	3	4-Mar-1991	25-Aug-1997	306657 [1997]	25-Aug-2027	10/25/2015
52-445 Ave. Rubio	773 252 020	4	6-Dec-1993	29-Dec-1993	521244 [1993]	22-Dec-2023	3/17/2004
52-625 Ave. Rubio	773 282 019	3	1988	8-Dec-2005	2005-1014078	8-Dec-2050	NA
52-675 Ave. Rubio	773 282 021	4	15-Dec-1993	28-Aug-1998	366309 [1998]	28-Aug-2028	3/24/2003
52-695 Ave. Rubio	773 282 022	3	6-Dec-1993	22-Dec-1993	521232 [1993]	22-Dec-2033	2/29/2008
53-125 Ave. Rubio	774 042 018	3	21-Jan-1980	29-Sep-2000	2000-383798	29-Sep-2030	NA
53-260 Ave. Rubio	774 073 001	3	23-Jul-1990	2-Aug-1997	319288 [1997]	2-Aug-2027	NA
53-465 Ave. Rubio	774 072 020	3	21-Oct-1999	29-Oct-1999	1999-478724	29-Oct-2029	NA
53-660 Ave. Rubio	774-113-007	3	27-Sep-1993	1-Oct-1993	1993-387077	1-Oct-2033	10/17/2003
53-710 Ave. Rubio	774 113 010	3	1979	23-Mar-2011	2011-0128558	23-Mar-2056	NA
51-460 Ave. Vallejo	773 084 011	3	2-Jul-2003	28-Jul-2003	2003-563863	28-Jul-2048	NA
51-620 Ave. Vallejo	773 132 005	3	7-Apr-1993	3-May-1993	1993-168669	30-Apr-2033	5/4/2001
51-645 Ave. Vallejo	773 131 018	3	7-Jul-2001	16-Nov-2001	2001-568481	16-Nov-2031	4/8/2005
52-020 Ave. Vallejo	773 223 001	3	26-Feb-2002	16-Apr-2002	2002-196523	16-Apr-2047	NA

## SINGLE FAMILY OWNERSHIP

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CITY OF LA QUINTA  
HOUSING PROGRAMS - SINGLE FAMILY OWNERSHIP

Updated 02/26/2019

Property Address	APN	Unit Size (bdrms)	Date of Completion (CoFo)	Date of Recordation	County Recorder Doc #	Expiration of Covenants	Assumption Date (most recent)
52-350 Ave. Vallejo	773 263 005	3	28-Mar-2002	2-May-2002	2002-232129	2-May-2047	NA
52-435 Ave. Vallejo	773 262 020	4	14-Mar-2001	31-May-2001	2001-242207	30-May-2031	NA
52-455 Ave. Vallejo	773 262 021	3	23-May-2001	2-Jul-2001	2001-302922	2-Jul-2031	9/27/2007
52-660 Ave. Vallejo	773 293 009	3	26-Oct-2001	21-Nov-2001	2001-577957	21-Nov-2031	NA
52-685 Ave. Vallejo	773 292 020	3	1978	5-Aug-2011	2011-0344870	5-Aug-2056	NA
53-065 Ave. Vallejo	774 052 015	3	8-Dec-1999	22-Dec-1999	1999-552163	22-Dec-2029	NA
53-305 Ave. Vallejo	774 082 015	3	22-Oct-2003	5-Nov-2003	2003-878941	5-Nov-2048	NA
53-760 Ave. Vallejo	774 163 001	3	1989	18-Aug-2006	2006-0610282	18-Aug-2051	NA
53-780 Ave. Vallejo	774 163 002	3	15-Sep-1989	3-Jul-2003	2003-497765	3-Jul-2048	NA
54-900 Ave. Vallejo	774 302 025	3	6-Nov-1987	31-Oct-1996	2003-046339	31-Oct-2026	NA
51-325 Ave. Velasco	773 085 016	3	21-Nov-2000	14-Dec-2000	2000-497628	14-Dec-2030	NA
51-580 Ave. Velasco	773 134 003	3	14-Sep-2000	29-Sep-2000	2000-385500	29-Sep-2030	NA
51-800 Ave. Velasco	773 174 003	3	6-Feb-2001	7-Mar-2001	2001-091944	7-Mar-2031	NA
51-880 Ave. Velasco	773 174 007	4	14-May-2001	8-Jun-2001	2001-256879	8-Jun-2031	NA
52-080 Ave. Velasco	773 225 004	3	19-Jul-1999	30-Jul-1999	1999-343577	30-Jul-2029	NA
52-100 Ave. Velasco	773 225 005	3	19-Jul-1999	13-Aug-1999	1999-364771	13-Aug-2029	NA
52-120 Ave. Velasco	773 225 006	4	19-Jul-1999	4-Aug-1999	1999-348729	4-Aug-2029	NA
52-280 Ave. Velasco	773 265 003	3	1979	11-Mar-2011	2011-0112250	11-Mar-2056	NA
52-325 Ave. Velasco	773 264 015	3	4-Feb-2002	22-Feb-2002	2002-093348	22-Feb-2032	NA
52-680 Ave. Velasco	773 295 010	3	7-Jul-2005	8-Jul-2005	2005-0545192	7-Jul-2050	NA
52-700 Ave. Velasco	773 295 011	3	9-Jun-2005	5-Jul-2005	2005-0531056	5-Jul-2050	12/8/2006
52-760 Ave. Velasco	773 326 001	3	25-Jul-2002	7-Dec-2001	2001-608559	7-Dec-2031	NA
52-848 Ave. Velasco	773 326 005	3	3-Dec-1992	3-May-1993	163730 [1993]	3-May-2033	9/26/2002
52-865 Ave. Velasco	773 325 019	3	6-Dec-1993	29-Dec-1993	1993-521251	29-Dec-2033	NA
53-140 Ave. Velasco	774 055 006	3	11-Mar-2003	10-Apr-2003	2003-250853	10-Apr-2048	NA
54-160 Ave. Velasco	774 215 008	3	13-Sep-2001	26-Sep-2001	2001-465723	26-Sep-2031	NA
54-300 Ave. Velasco	774 252 004	3	2-Jul-1989	1-Jul-2005	2005-0526838	1-Jul-2050	NA
51-685 Ave. Villa	773 143 021	3	31-Jan-2002	31-Jan-2002	2002-059795	31-Jan-2032	NA
51-805 Ave. Villa	773 182 015	3	10-Jul-2002	31-Oct-2002	2002-623927	31-Oct-2047	NA
52-810 Ave. Villa	773 334 004	3	1-Nov-2001	30-May-2003	2003-391265	30-May-2048	NA
52-885 Ave. Villa	773 333 021	3	7-Mar-1979	27-Aug-1998	361307 [1998]	27-Aug-2028	NA
52-950 Ave. Villa	773 334 011	3	11-Dec-2000	22-Dec-2000	2000-511035	22-Dec-2030	NA
53-080 Ave. Villa	774 064 003	4	25-Nov-1998	7-Jul-2006	2006-0498625	7-Jul-2051	NA
53-100 Ave. Villa	774 064 004	3	19-Jul-2007	14-Sep-2007	2007-0584160	14-Sep-2052	NA
53-145 Ave. Villa	774 063 019	3	20-Mar-2003	5-Nov-2003	2003-878934	5-Nov-2048	NA
53-175 Ave. Villa	774 063 021	3	20-Mar-2003	20-Jun-2003	2003-458254	20-Jun-2048	NA
53-189 Ave. Villa	774 063 022	3	20-Mar-2003	11-Apr-2003	2003-256273	11-Apr-2048	NA
53-820 Ave. Villa	774 174 004	4	16-Mar-1995	11-Sep-1998	387975 [1998]	11-Sep-2028	NA
53-880 Ave. Villa	774 174 007	3	3-Dec-1992	26-Apr-1996	276539 [1996]	15-Jun-2029	NA
77-780 Calle Chihuahua	773 331 026	3	9-Jun-2003	7-Jul-2003	2003-501721	7-Jul-2048	4/4/2018
51-288 Calle Hueneme	770 164 003	4	29-Jan-2003	20-Mar-2003	2003-196990	20-Mar-2048	NA
51-380 Calle Hueneme	770 164 008	3	20-Feb-2003	7-Mar-2003	2003-163232	7-Mar-2048	NA
51-335 Calle Iloilo	770 164 016	3	16-Aug-2001	18-Sep-2001	2001-451645	18-Sep-2031	NA
51-355 Calle Iloilo	770 164 017	3	9-Nov-2000	28-Nov-2000	2000-472043	28-Nov-2030	NA
51-418 Calle Iloilo	770 165 007	3	22-Apr-2003	2-May-2003	2003-318004	2-May-2048	NA
51-455 Calle Iloilo	770 164 022	3	22-Nov-2000	20-Dec-2000	2000-505700	20-Dec-2030	NA
51-280 Calle Jacumba	770 166 002	3	28-Apr-1992	20-Aug-1997	301887 [1997]	20-Aug-2027	NA
51-415 Calle Jacumba	770 165 020	4	9-Jul-1992	12-Sep-1997	333311 [1997]	12-Sep-2027	NA
51-450 Calle Jacumba	770 166 011	3	25-Feb-2003	14-Mar-2003	2003-179954	14-Mar-2048	NA
51-395 Calle Kalima	770 166 019	3	28-Jun-2002	31-Jul-2002	2002-417895	31-Jul-2047	12/21/2005
77-825 Calle Nogales	773 332 001	3	7-Oct-2002	23-Jan-2003	2003-052940	23-Jan-2048	NA
77-330 Calle Sonora	773-212-011	3	19-May-2011	3-Jul-2012	2012-0310236	3-Jul-2057	NA
78-590 Carnes Circle	604 223 020	4	1-May-1992	30-Apr-1997	149209 [1997]	30-Apr-2027	NA
79-651 Cassia St.	600 320 003	3	13-Feb-2002	5-Apr-2002	2002-175694	5-Apr-2032	NA
79-683 Cassia St.	600 320 005	4	18-Mar-2002	8-Apr-2002	2002-178025	8-Apr-2032	NA
79-731 Cassia St.	600-320-007	4	7-Nov-01	7-Jan-02	2002-008883	7-Jan-2032	NA
79-747 Cassia St.	600 320 008	4	7-Jan-2001	21-Dec-2001	2001-635336	21-Dec-2031	NA
79-795 Cassia St.	600 320 011	3	28-Nov-2001	13-Dec-2001	2001-620306	13-Dec-2031	NA
79-811 Cassia St.	600 320 012	4	21-Nov-2001	14-Dec-2001	2001-625529	14-Dec-2031	NA
79-915 Cassia St.	600 330 006	3	29-Feb-2000	3-Mar-2000	2000-079471	3-Mar-2030	NA
79-250 Cool Reflection	600-410-040	2	11-Feb-2008	5-Nov-2008	2008-0587703	5-Nov-2053	5/19/2017
79-260 Cool Reflection	600-410-041	3	11-Mar-2008	30-Oct-2009	2009-0563950	30-Oct-2054	NA
79-270 Cool Reflection	600-410-042	2	11-Mar-2008	29-May-2009	2009-0274114	29-May-2054	6/2/6016
79-280 Cool Reflection	600-420-038	3	15-Feb-2007	18-Nov-2009	2009-0598376	18-Nov-2054	NA
79-290 Cool Reflection	600 410 044	3	11-Mar-2008	23-Sep-2008	2008-0517309	23-Sep-2053	10/12/2017
79-320 Cool Reflection	600 410 004	2	19-Jun-2006	30-Jun-2006	2006-0480838	30-Jun-2051	1/20/2017

## SINGLE FAMILY OWNERSHIP

## TABLE 5 COUNTINUED

CITY OF LA QUINTA  
HOUSING PROGRAMS - SINGLE FAMILY OWNERSHIP

Updated 02/26/2019

Property Address	APN	Unit Size (bdrms)	Date of Completion (CofO)	Date of Recordation	County Recorder Doc #	Expiration of Covenants	Assumption Date (most recent)
79-326 Cool Reflection	600 410 005	3	6-Jun-2006	16-Jun-2006	2006-0437522	16-Jun-2051	NA
79-332 Cool Reflection	600 410 006	3	1-Aug-2006	10-Aug-2006	2006-0585839	10-Aug-2051	3/1/2017
79-338 Cool Reflection	600 410 007	2	11-Aug-2006	24-Aug-2006	2006-0626769	24-Aug-2051	4/26/2019
79-344 Cool Reflection	600 410 008	2	11-Dec-2006	24-Jan-2007	2007-0054756	24-Jan-2052	NA
79-350 Cool Reflection	600 410 009	3	11-Aug-2006	1-Sep-2006	2006-0651684	1-Sep-2051	10/3/2011
79-356 Cool Reflection	600 410 010	2	17-May-2006	26-May-2006	2006-0386656	26-May-2051	NA
47-610 Dancing Butterfly	600 420 052	2	9-Mar-2007	11-May-2007	2007-0317839	11-May-2052	4/12/2013
47-630 Dancing Butterfly	600 420 053	3	16-Feb-2007	28-Feb-2007	2007-0141889	28-Feb-2052	NA
47-645 Dancing Butterfly	600 420 057	3	18-Jan-2008	22-Feb-2008	2008-0088802	22-Feb-2053	NA
47-650 Dancing Butterfly	600 420 054	2	9-Mar-2007	13-Apr-2007	2007-0251486	13-Apr-2052	NA
47-655 Dancing Butterfly	600-420-058	3	5-Feb-2008	28-Oct-2008	2008-0573994	28-Oct-2053	11/6/2015
47-665 Dancing Butterfly	600 420 059	2	5-Feb-2008	22-May-2008	2008-0276528	22-May-2053	NA
47-670 Dancing Butterfly	600 420 055	2	6-Mar-2007	30-Mar-2007	2007-0220737	30-Mar-2052	5/29/2013
47-675 Dancing Butterfly	600 420 060	3	5-Feb-2008	16-Apr-2008	2008-0190080	16-Apr-2053	NA
47-685 Dancing Butterfly	600 420 061	2	22-Jan-2008	6-Mar-2008	2008-0110380	6-Mar-2053	NA
47-690 Dancing Butterfly	600 420 056	3	2007	28-Feb-2007	2007-0140805	28-Feb-2052	NA
47-695 Dancing Butterfly	600 420 062	2	6-Feb-2008	21-Mar-2008	2008-0139573	21-Mar-2053	2/21/2014
47-705 Dancing Butterfly	600 420 063	3	3-Jul-2007	11-Sep-2008	2008-0499841	11-Sep-2053	NA
47-715 Dancing Butterfly	600-420-064	3	7-Feb-2008	23-Jul-2009	2009-0382539	23-Jul-2054	7/31/2017
47-725 Dancing Butterfly	600 420 065	2	7-Feb-2008	4-Feb-2009	2009-0053790	4-Feb-2054	NA
47-735 Dancing Butterfly	600-420-066	2	7-Feb-2008	7-Aug-2009	2009-0053790	7-Aug-2054	9/11/2017
47-740 Dancing Butterfly	600 420 071	3	3-Jul-2007	31-Jul-2007	2007-0493013	31-Jul-2052	4/5/2017
47-745 Dancing Butterfly	600-420-067	2	7-Feb-2008	14-Nov-2008	2008-0603615	14-Nov-2053	NA
47-752 Dancing Butterfly	600 420 072	3	3-Jul-2007	28-Dec-2007	2007-0768618	28-Dec-2052	NA
47-755 Dancing Butterfly	600 420 068	3	5-Jul-2007	21-Feb-2008	2008-0083723	21-Feb-2053	12/4/2015
47-764 Dancing Butterfly	600 410 068	2	27-Jun-2007	30-Jul-2007	2007-0491203	30-Jul-2052	6/23/2015
47-765 Dancing Butterfly	600 420 069	3	7-Feb-2008	29-Apr-2008	2008-0217073	29-Apr-2053	10/30/2015
47-775 Dancing Butterfly	600-420-070-7	3	2007	17-Dec-2009	2009-0649354	17-Dec-2054	11/27/2017
47-776 Dancing Butterfly	600 410 069	3	27-Jun-2007	30-Jul-2007	2007-0490819	30-Jul-2052	NA
47-785 Dancing Butterfly	600 410 028	3	8-Feb-2008	28-Apr-2008	2008-0215830	28-Apr-2053	NA
47-788 Dancing Butterfly	600 410 060	2	5-Jul-2007	12-Oct-2007	2007-0636115	12-Oct-2052	NA
47-795 Dancing Butterfly	600 410 029	2	8-Feb-2008	7-Mar-2008	2008-0112893	7-Mar-2053	12/29/2015
47-800 Dancing Butterfly	600 410 061	3	6-Jul-2007	28-Sep-2007	2007-0608303	28-Sep-2052	5/31/2019
47-805 Dancing Butterfly	600 410 030	3	8-Feb-2008	18-Jul-2008	2008-0395698	18-Jul-2053	2/17/2016
47-812 Dancing Butterfly	600 410 062	3	5-Jul-2007	31-Jul-2007	2007-0493006	31-Jul-2052	NA
47-815 Dancing Butterfly	600 410 031	3	22-Jan-2008	28-Apr-2008	2008-0214933	28-Apr-2053	2/14/2018
47-824 Dancing Butterfly	600 410 057	2	9-Jul-2007	28-Aug-2008	2008-0474074	28-Aug-2053	NA
47-825 Dancing Butterfly	600-410-032	2	8-Feb-08	10-Oct-08	2008-0549531	10-Oct-53	NA
47-835 Dancing Butterfly	600-410-033	3	8-Feb-08	6-Nov-09	2009-0577520	6-Nov-54	7/13/2017
47-836 Dancing Butterfly	600 410 058	3	6-Jul-2007	29-Feb-2008	2008-0101470	2/29/2053	NA
47-845 Dancing Butterfly	600-410-034	3	8-Feb-2008	31-Oct-2008	2008-0582842	31-Oct-2053	NA
47-848 Dancing Butterfly	600 410 059	2	6-Jul-2007	23-Sep-2008	2008-0517328	23-Sep-2053	NA
47-855 Dancing Butterfly	600 410 035	3	11-Feb-2008	31-Jul-2008	2008-0421923	31-Jul-2053	NA
47-860 Dancing Butterfly	600 410 050	3	27-Jun-2007	19-Jul-2007	2007-0469172	19-Jul-2052	NA
47-865 Dancing Butterfly	600 410 036	3	22-Jan-2008	31-Jan-2008	2008-0051354	31-Jan-2053	7/1/2014
47-872 Dancing Butterfly	600 410 051	3	27-Jun-2007	13-Jul-2007	2007-0458725	13-Jul-2052	NA
47-875 Dancing Butterfly	600-410-037	3	22-Jan-2008	25-Jan-2008	2008-0041160	25-Jan-2053	10/25/2012
47-884 Dancing Butterfly	600 410 048	2	16-Jul-2007	28-Dec-2007	2007-0768611	28-Dec-2052	NA
47-885 Dancing Butterfly	600 410 038	3	3-Jan-2008	29-Jan-2008	2008-0041086	28-Jan-2053	NA
47-895 Dancing Butterfly	600 410 039	3	18-Jan-2008	15-Feb-2008	2008-0077880	15-Feb-2053	NA
47-896 Dancing Butterfly	600 410 049	3	10-Jul-2007	21-Nov-2007	2007-0705383	21-Nov-2052	5/1/2017
49-650 Date Palm Dr.	646 070 009	3	27-Jun-2001	15-Aug-2001	2001-390769	15-Aug-2031	NA
78-255 Desert Fall Way	770 031 031	3	1995	20-Nov-1997	428744[1997]	20-Nov-2027	NA
78-265 Desert Fall Way	770 031 032	3	11-Sep-1996	24-Sep-1996	367401 [1996]	24-Sep-2026	NA
78-300 Desert Fall Way	770 032 002	3	17-Sep-1999	29-Oct-1999	1999-476800	29-Oct-2029	NA
78-310 Desert Fall Way	770 032 001	4	23-Sep-1999	20-Jan-2005	2005-0054910	5-Jan-2050	NA
79-640 Desert Willow St.	600 320 054	4	12-Apr-2002	23-Apr-2002	2002-209662	23-Apr-2032	NA
79-660 Desert Willow St.	600 320 052	3	25-Apr-2002	28-Jun-2002	2002-356516	7-Jun-2032	NA
79-670 Desert Willow St.	600 320 051	3	12-Apr-2002	19-Apr-2002	2002-207137	19-Apr-2032	NA
79-680 Desert Willow St.	600 320 050	4	25-Apr-2002	8-May-2002	2002-241045	8-May-2032	NA
79-765 Desert Willow St.	600 320 043	3	28-Dec-2001	8-Jan-2002	2002-0864685	8-Jan-2032	NA
79-770 Desert Willow St.	600 320 046	3	28-Dec-2001	4-Jan-2002	2002-006238	4-Jan-2032	10/25/2002
79-775 Desert Willow St.	600 320 044	3	28-Dec-2001	2-Jan-2002	2002-000320	2-Jan-2032	NA
51-820 Eisenhower Dr.	773 175 004	3	13-Aug-2001	31-Aug-2001	2001-425404	31-Aug-2031	NA
51-940 Eisenhower Dr.	773 175 010	4	1-Apr-1999	13-Dec-2002	2002-748711	13-Dec-2047	NA
52-120 Eisenhower Dr.	773 231 006	3	6-Sep-2001	28-Dec-2001	2001-648962	26-Dec-2031	NA

**SINGLE FAMILY OWNERSHIP**

**TABLE 5 COUNTINUED**

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Property Address	APN	Unit Size (bdrms)	Date of Completion (CofO)	Date of Recordation	County Recorder Doc #	Expiration of Covenants	Assumption Date (most recent)
52-360 Eisenhower Dr.	773 271 005	4	13-Aug-2001	5-Sep-2001	2001-430542	5-Sep-2031	NA
52-900 Eisenhower Dr.	773 331 009	4	1978	21-Nov-2001	2001-0545208	21-Nov-2031	7/7/2005
53-165 Eisenhower Dr.	774 055 018	4	7-Sep-1995	28-Dec-1995	432979 [1995]	28-Dec-2025	NA
53-295 Eisenhower Dr.	774 085 015	3	1-Sep-2000	20-Sep-2000	2000-369638	19-Sep-2030	NA
53-305 Eisenhower Dr.	774 085 016	3	1-Sep-2000	27-Sep-2000	2000-379306	27-Sep-2030	NA
53-365 Eisenhower Dr.	774 085 019	3	28-Jan-1988	7-Mar-2005	2005-0273897	7-Mar-2050	NA
53-940 Eisenhower Dr.	774 171 010	3	22-Sep-1989	16-Dec-2005	2005-1042063	16-Dec-2050	NA
54-165 Eisenhower Dr.	774 215 020	3	14-Jun-1989	9-Oct-1997	367256 [1997]	9-Oct-2027	NA
54-565 Eisenhower Dr.	774 284 016	3	24-Mar-1994	29-Apr-1994	177711 [1994]	29-Apr-2034	NA
47-738 Endless Sky	600 420 001	3	25-Jul-2006	2-Aug-2006	2006-0566923	2-Aug-2051	NA
47-745 Endless Sky	600 420 075	3	3-Jul-2007	28-Sep-2007	2007-0610591	28-Sep-2052	1/17/2017
47-752 Endless Sky	600 420 002	2	28-Aug-2006	22-Sep-2006	2006-0704600	22-Sep-2051	3/26/2019
47-755 Endless Sky	600 420 074	2	3-Jul-2007	31-Aug-2007	2007-0558847	31-Aug-2052	12/11/2018
47-765 Endless Sky	600 420 073	3	3-Jul-2007	2-Nov-2007	2007-0674102	2-Nov-2052	NA
47-766 Endless Sky	600 420 003	3	19-Dec-2006	31-Jan-2007	2007-0073531	31-Jan-2052	7/6/2018
47-775 Endless Sky	600 410 067	3	5-Jul-2007	24-Sep-2007	2007-0598256	24-Sep-2052	11/27/2017
47-780 Endless Sky	600 410 025	3	24-Aug-2006	7-Sep-2006	2006-0663361	7-Sep-2051	6/22/2018
47-785 Endless Sky	600 410 066	2	27-Jun-2007	13-Jul-2007	2007-0458888	13-Jul-2052	6/21/2013
47-794 Endless Sky	600 410 026	2	14-Dec-2006	1-Jun-2007	2007-0364556	1-Jun-2052	9/18/2018
47-795 Endless Sky	600 410 065	3	5-Jul-2007	4-Jan-2008	2008-0005306	4-Jan-2053	4/25/2018
47-805 Endless Sky	600 410 064	3	6-Jan-2007	28-Nov-2008	2008-0629875	28-Nov-2053	8/22/2017
47-808 Endless Sky	600 410 027	3	16-May-2006	1-Aug-2006	2006-0564861	1-Aug-2051	NA
47-815 Endless Sky	600 410 063	3	6-Jul-2007	15-Jul-2008	2008-0386619	15-Jul-2053	5/9/2017
47-822 Endless Sky	600 410 018	3	17-May-2006	31-May-2006	2006-0396416	31-May-2051	12/20/2013
47-825 Endless Sky	600 410 056	3	9-Jul-2007	17-Jan-2008	2008-0026901	17-Jan-2053	10/28/2016
47-835 Endless Sky	600 410 055	3	9-Jul-2007	9-Jan-2009	2009-0010998	9-Jan-2054	11/30/2018
47-836 Endless Sky	600 410 019	3	21-Nov-2006	8-Dec-2006	2006-0905218	8-Dec-2051	3/10/2014
47-845 Endless Sky	600 410 054	3	9-Jul-2007	18-Jun-2008	2008-0332891	18-Jun-2053	10/26/2018
47-850 Endless Sky	600 410 016	3	17-May-2006	26-May-2006	2006-0387254	26-May-2051	NA
47-855 Endless Sky	600 410 053	2	9-Jul-2007	31-Aug-2007	2007-0561533	31-Aug-2052	6/17/2010
47-864 Endless Sky	600 410 017	3	19-May-2006	28-Jun-2006	2006-0470131	28-Jun-2051	8/30/2017
47-865 Endless Sky	600 410 052	3	10-Jul-2007	30-May-2008	2008-0295916	30-May-2053	NA
47-875 Endless Sky	600 410 047	3	16-Jul-2007	24-Sep-2007	2007-0598249	24-Sep-2052	8/22/2017
47-878 Endless Sky	600 410 003	3	10-Oct-2006	24-Oct-2006	2006-0779472	24-Oct-2051	NA
47-885 Endless Sky	600 410 046	2	18-Oct-2007	8-Sep-2008	2008-0493132	5-Sep-2053	NA
47-892 Endless Sky	600 410 002	2	16-May-2006	15-Jun-2006	2006-0434410	15-Jun-2051	NA
47-895 Endless Sky	600 410 045	3	18-Oct-2007	8-Aug-2008	2008-0437240	8-Aug-2053	5/9/2013
47-906 Endless Sky	600 410 001	3	16-May-2006	31-May-2006	2006-0396411	31-May-2051	NA
79-343 Horizon Palms Circle	604 110 051	3	1987	28-Aug-1998	365570 [1998]	28-Aug-2028	NA
79-776 Independence Way	604 502 008	3	17-May-2002	3-Jun-2002	2002-299139	24-May-2047	NA
79-790 Independence Way	604 502 007	3	29-May-2002	12-Dec-2002	2002-743815	12-Dec-2047	NA
79-910 Memorial Place	604 501 007	3	29-Jul-2002	17-Sep-2002	2002-514065	13-Sep-2047	NA
78-820 Nolan Circle	604 233 013	3	29-May-1997	9-Jun-1997	202511 [1997]	9-Jun-2027	NA
79-255 Rose Dawn	600 420 080	2	27-Jun-2007	13-Jul-2007	2007-0458881	2-Jul-2052	5/14/2019
79-260 Rose Dawn	600 420 047	3	8-Mar-2007	13-Apr-2007	2007-0251502	13-Apr-2052	6/12/2018
79-264 Rose Dawn	600 420 048	3	15-Feb-2007	27-Feb-2007	2007-0134877	27-Feb-2052	NA
79-265 Rose Dawn	600 420 079	2	29-Jun-2007	21-Mar-2008	2008-0141894	21-Mar-2053	8/1/2013
79-268 Rose Dawn	600 420 045	3	15-Feb-2007	28-Feb-2007	2007-0140799	28-Feb-2052	NA
79-272 Rose Dawn	600 420 046	3	8-Mar-2007	8-May-2007	2007-0307017	8-May-2052	10/1/2014
79-276 Rose Dawn	600 420 037	3	7-Mar-2007	8-Jun-2007	2007-0378969	8-Jun-2052	NA
79-275 Rose Dawn	600 420 078	3	1-Mar-2007	31-Aug-2007	2007-0561540	31-Aug-2052	3/28/2013
79-280 Rose Dawn	600 420 038	3	15-Feb-2007	28-Feb-2007	2007-0141884	28-Feb-2052	NA
79-285 Rose Dawn	600 420 077	2	29-Jun-2007	25-Jan-2008	2008-0041149	25-Jan-2053	NA
79-295 Rose Dawn	600 420 076	2	29-Jun-2007	30-Oct-2007	2007-0664244	30-Oct-2052	12/18/2018
79-315 Rose Dawn	600 420 010	2	17-May-2006	6-Jun-2006	2006-0409978	6-Jun-2051	8/1/2013
79-320 Rose Dawn	600 420 029	3	15-Feb-2007	27-Feb-2007	2007-0134872	27-Feb-2052	NA
79-324 Rose Dawn	600 420 030	3	6-Mar-2007	18-May-2007	2007-0333523	18-May-2052	NA
79-325 Rose Dawn	600 420 009	2	4-Aug-2006	16-Aug-2006	2006-0603660	16-Aug-2051	3/14/2018
79-328 Rose Dawn	600 420 021	3	1-Mar-2007	8-Jun-2007	2007-0377932	8-Jun-2052	2/15/2018
79-332 Rose Dawn	600 420 022	2	28-Feb-2007	7-May-2007	2007-0303986	7-May-2052	7/22/2013
79-335 Rose Dawn	600 420 008	2	19-Dec-2006	1-Feb-2007	2007-0078631	31-Jan-2052	10/7/2013
79-336 Rose Dawn	600 420 023	3	16-Feb-2007	28-Feb-2007	2007-0140815	28-Feb-2052	NA
79-340 Rose Dawn	600 420 018	3	6-Mar-2007	30-Mar-2007	2007-0218378	29-Mar-2052	NA
79-344 Rose Dawn	600 420 019	2	28-Feb-2007	25-May-2007	2007-0345852	25-May-2052	7/2/2015
79-345 Rose Dawn	600 420 007	2	19-Dec-2006	19-Jan-2007	2007-0048047	19-Jan-2052	NA
79-348 Rose Dawn	600 420 020	3	15-Dec-2007	27-Mar-2007	2007-0206941	27-Mar-2052	NA

**SINGLE FAMILY OWNERSHIP****TABLE 5 COUNTINUED**

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Property Address	APN	Unit Size (bdrms)	Date of Completion (CofO)	Date of Recordation	County Recorder Doc #	Expiration of Covenants	Assumption Date (most recent)
79-355 Rose Dawn	600 420 006	2	17-May-2006	6-Jun-2006	2006-0409984	6-Jun-2051	NA
47-905 Rosemary St.	600 320 021	4	14-Dec-2001	13-Mar-2002	2002-129030	13-Mar-2032	5/14/2004
78-595 Sagebrush Dr.	646 311 009	3	28-May-1992	11-Jul-1997	245360 [1997]	11-Jul-2027	NA
79-370 Sierra Vista Way	604 440 037	3	16-Oct-2000	30-Oct-2000	2000-428474	30-Oct-2030	NA
79-257 Sign of Spring	600 420 051	3	9-Mar-2007	26-Jun-2008	2008-0350420	26-Jun-2053	11/27/2013
79-261 Sign of Spring	600 420 050	2	9-Mar-2007	20-Apr-2007	2007-0269554	20-Apr-2052	10/17/2013
79-265 Sign of Spring	600 420 049	3	8-Mar-2007	13-Apr-2007	2007-0251491	13-Apr-2052	1/31/2019
79-269 Sign of Spring	600 420 044	3	16-Feb-2007	28-Feb-2007	2007-0140810	28-Feb-2052	NA
79-273 Sign of Spring	600 420 043	2	8-Mar-2007	8-May-2007	2007-0307011	8-May-2052	NA
79-277 Sign of Spring	600 420 042	3	8-Mar-2007	22-Aug-2008	2008-0464958	22-Aug-2053	NA
79-281 Sign of Spring	600 420 041	3	9-Mar-2007	1-May-2008	2008-0225533	2-May-2053	NA
79-285 Sign of Spring	600 420 040	2	7-Mar-2007	24-May-2007	2007-0342649	24-May-2052	2/24/2015
79-289 Sign of Spring	600 420 039	3	16-Feb-2007	28-Feb-2007	2007-0140832	28-Feb-2052	6/1/2012
79-293 Sign of Spring	600 420 036	3	16-Feb-2007	30-Jul-2007	2007-0491210	30-Jul-2052	NA
79-297 Sign of Spring	600 420 035	2	7-Mar-2007	13-Jul-2007	2007-0458895	13-Jul-2052	7/9/2012
79-301 Sign of Spring	600 420 034	3	6-Mar-2007	29-Jun-2007	2007-0428063	29-Jun-2052	11/6/2016
79-305 Sign of Spring	600 420 033	3	6-Mar-2007	25-Jun-2007	2007-0412040	25-Jun-2052	NA
79-309 Sign of Spring	600 420 032	2	6-Mar-2007	28-Feb-2009	2009-0098010	28-Feb-2054	11/25/2015
79-313 Sign of Spring	600 420 031	3	21-Feb-2007	28-Feb-2007	2007-0141894	28-Feb-2052	6/11/2019
79-317 Sign of Spring	600 420 028	3	21-Feb-2007	16-May-2007	2007-0326630	16-May-2052	NA
79-321 Sign of Spring	600 420 027	2	5-Mar-2007	9-Nov-2007	2007-0685555	13-Nov-2052	NA
79-325 Sign of Spring	600 420 026	3	5-Mar-2007	22-Feb-2008	2008-0087254	22-Feb-2053	NA
79-329 Sign of Spring	600 420 025	3	1-Mar-2007	27-Mar-2008	2008-0151078	27-Mar-2053	3/6/2014
79-333 Sign of Spring	600 420 024	3	1-Mar-2007	30-Mar-2007	2007-0216188	30-Mar-2052	NA
79-337 Sign of Spring	600 420 017	3	23-Feb-2007	16-May-2007	2007-0324488	16-May-2052	NA
79-341 Sign of Spring	600 420 016	3	22-Feb-2007	22-May-2009	2009-0261716	22-May-2054	9/23/2011
47-810 Silverberry St.	600 330 023	3	17-Mar-2000	14-Apr-2000	2000-139606	13-Apr-2030	12/19/2002
47-900 Silverberry St.	600 330 020	5	29-Feb-2000	29-Feb-2000	2000-074664	2/29/2030	NA
47-615 Soft Moonlight	600 420 015	4	22-Feb-2007	29-Jun-2007	2007-0428056	29-Jun-2052	NA
47-635 Soft Moonlight	600 420 014	3	21-Feb-2007	23-May-2007	2007-0338930	23-May-2052	3/17/2015
47-655 Soft Moonlight	600 420 013	2	23-Feb-2007	13-Apr-2007	2007-0251497	13-Apr-2052	NA
47-675 Soft Moonlight	600 420 012	2	21-Feb-2007	25-May-2007	2007-0345859	25-May-2052	NA
47-695 Soft Moonlight	600 420 011	2	21-Feb-2007	21-Mar-2007	2007-0193287	21-Mar-2052	4/7/2016
47-745 Soft Moonlight	600 420 005	2	9-Oct-2006	24-Oct-2006	2006-0781321	24-Oct-2051	4/26/2013
47-755 Soft Moonlight	600 420 004	3	9-Oct-2006	20-Oct-2006	2006-0775125	20-Oct-2051	1/30/2019
47-765 Soft Moonlight	600 410 024	3	19-Sep-2006	29-Sep-2006	2006-0723730	29-Sep-2051	NA
47-775 Soft Moonlight	600 410 023	3	17-Oct-2006	27-Oct-2006	2006-0791658	27-Oct-2051	4/8/2014
47-785 Soft Moonlight	600 410 022	3	24-May-2006	26-May-2006	2006-0387264	26-May-2051	10/1/2015
47-795 Soft Moonlight	600 410 021	3	21-Nov-2006	29-Dec-2006	2006-0956436	29-Dec-2051	NA
47-805 Soft Moonlight	600 410 020	2	17-May-2006	6-Jun-2006	2006-0409973	6-Jun-2051	NA
47-815 Soft Moonlight	600 410 015	3	19-May-2006	6-Jun-2006	2006-0409968	6-Jun-2051	4/15/2011
47-825 Soft Moonlight	600 410 014	3	14-Dec-2006	30-Jan-2007	2007-0070033	31-Jan-2052	NA
47-835 Soft Moonlight	600 410 013	2	21-Nov-2006	3-Jan-2007	2007-0005611	3-Jan-2052	9/17/2010
47-855 Soft Moonlight	600 410 012	3	12-May-2006	26-May-2006	2006-0387259	26-May-2051	5/15/2018
47-875 Soft Moonlight	600 410 011	3	17-May-2006	31-May-2006	2006-0395661	31-May-2051	6/19/2017
78-260 Springtime Way	770 031 007	2	9-Oct-1995	31-Oct-1997	397596 [1997]	31-Oct-2027	NA
78-280 Springtime Way	770 031 005	3	9-Oct-1995	23-Oct-1995	352644 [1995]	23-Oct-2025	NA
78-290 Springtime Way	770 031 004	3	9-Oct-1995	23-Oct-1995	352639 [1995]	23-Oct-2025	3/16/2001
78-300 Springtime Way	770 031 003	3	24-Jan-1996	5-Jan-1996	004470 [1996]	4-Jan-2026	1/8/1999
78-310 Springtime Way	770 031 002	4	9-Oct-1995	29-Mar-1996	113921 [1996]	29-Mar-2026	NA
47-785 Sumac St.	600 330 015	3	21-Mar-2000	30-Mar-2000	2000-116894	30-Mar-2030	NA
45-160 Sunberry Court	604 412 011	3	21-Dec-1999	30-Dec-1999	1999-564949	30-Dec-2029	NA
78-615 Via Corrido	646 290 036	3	13-Aug-1991	29-Aug-1997	316053 [1997]	29-Aug-2027	NA
78-250 Winter Cove Court	770 031 025	3	28-Oct-1996	20-Mar-1997	093718 [1997]	15-Jun-2029	7/1/2010
78-255 Winter Cove Court	770 031 009	3	11-Sep-1996	24-Sep-1996	366106 [1996]	15-Jun-2029	NA
78-260 Winter Cove Court	770 031 024	3	11-Sep-1996	20-Sep-1996	359918 [1996]	15-Jun-2029	NA
78-265 Winter Cove Court	770 031 010	3	11-Mar-1996	31-Oct-1997	397891 [1997]	31-Oct-2027	12/31/2001
78-275 Winter Cove Court	770 031 011	4	6-Aug-1998	17-May-2004	2004-0366704	30-Sep-2028	NA
78-285 Winter Cove Court	770 031 012	3	13-Oct-1995	26-Oct-1995	358070 [1995]	15-Jun-2029	NA
78-305 Winter Cove Court	770 031 014	3	13-Oct-1995	27-Oct-1995	359206 [1995]	15-Jun-2029	NA
78-310 Winter Cove Court	770 031 020	3	8-Apr-1996	16-Apr-1996	136421 [1996]	15-Jun-2029	NA
78-315 Winter Cove Court	770 031 015	3	13-Oct-1995	29-Mar-1996	113461 [1996]	15-Jun-2029	NA
78-320 Winter Cove Court	770 031 018	4	19-Oct-1995	26-Oct-1995	358065 [1995]	15-Jun-2029	NA
78-325 Winter Cove Court	770 031 016	4	3-Jul-1996	5-Jul-1996	251473 [1996]	15-Jun-2029	NA
78-330 Winter Cove Court	770 031 017	4	19-Oct-1995	26-Oct-1995	358060 [1995]	15-Jun-2029	NA





# City of La Quinta

HOUSING AUTHORITY SPECIAL MEETING: May 19, 2020

## STAFF REPORT

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**AGENDA TITLE:** RECEIVE AND FILE HOUSING SUCCESSOR ANNUAL REPORT FOR FISCAL YEAR 2018/19 REGARDING THE LOW- AND MODERATE-INCOME HOUSING ASSET FUND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1 (F) FOR THE LA QUINTA HOUSING AUTHORITY

---

### **RECOMMENDATION**

Receive and file the La Quinta Housing Successor Annual Report for fiscal year 2018/19 regarding the Low- and Moderate-Income Asset Fund pursuant to California Health and Safety Code Section 34176.1 (f) for the La Quinta Housing Authority.

### **EXECUTIVE SUMMARY**

- The Housing Successor Annual Report (Report) is part of a State requirement for Housing Successors to Redevelopment Agencies.
- The Report provides the Housing Authority a comprehensive representation of the City's housing assets and activities.
- Once filed, the Report will be made available to the public on the City's website and filed with the City Clerk.

**FISCAL IMPACT** – None.

### **BACKGROUND/ANALYSIS**

The Report must provide the Housing Successor's Low- and Moderate-Income Housing Asset Fund (LMIHAF) balance, deposits, expenditures, transfers, current projects, acquisitions, obligations, income test, senior housing test, and excess surplus test.

The Report for 2018/19 reflects the following findings:

- A total of \$1,437,457 was deposited into the LMIHAF; the majority of the deposits originated from rental revenue generated by City-owned affordable housing properties and a \$121,857 loan repayment from Coral Mountain.
- A total of \$776,721 was expended from LMIHAF for maintenance, monitoring, administration expenses, and homeless prevention funding.

- A total of \$59,192,877 in assets owned by the Housing Successor was reported, assets consist of notes and loans, land, building and improvements and accumulated depreciation.
- Senior Housing Test reflects that 22 percent of 1284 total Housing Successor Assisted rental units are restricted to seniors.
- The Housing Successor reports no computed excess surplus; therefore, no plan exists for eliminating the excess surplus.

The Report will be submitted to the California Department of Housing and Community Development to comply with California Health and Safety Code Section 34176.1(f).

### **ALTERNATIVES**

As this is a receive and file action, no alternatives are presented.

Prepared by: Doug Kinley, Housing Specialist  
Approved by: Jon McMillen, Executive Director

Attachment: 1. La Quinta Housing Successor Annual Report

# **HOUSING SUCCESSOR ANNUAL REPORT**

April 30, 2020

LOW- AND MODERATE-INCOME HOUSING ASSET FUND  
FOR FISCAL YEAR 2018-19  
PURSUANT TO  
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)  
FOR THE  
LA QUINTA HOUSING AUTHORITY

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## **INTRODUCTION**

This Housing Successor Annual Report (“Report”) addresses the requirements of California Health and Safety Code Section 34176.1(f) regarding the Low- and Moderate-Income Housing Asset Fund (“LMIHAF”). This Report outlines the financial and housing covenant details of the La Quinta Housing Authority (“Housing Successor”) for 2018-19 (the “Fiscal Year”). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (“Dissolution Law”).

This report includes discussion on the deposits to, ending balance of, and expenditures from the LMIHAF. A description of the Housing Successor’s assets, and any transfers of assets to other housing successor agencies are addressed as well. The report also discusses the Housing Successor’s current projects, acquisitions of any real property since February 1, 2012, or any outstanding obligations. Finally, as required by law, three separate test are discussed – the income test, senior housing test, and excess surplus test.

This Report is to be provided to the Housing Successor’s governing body by December 31, 2019 (six months after the end of the Fiscal Year); however, due to a delay in finalizing the Citywide Financial Statements for fiscal year 2018/19, the submittal of this report was delayed. In addition, this Report and the former redevelopment agency’s pre-dissolution Implementation Plans are to be made available to the public on the City’s website. <http://www.laquintaca.gov>)

## **AMOUNT DEPOSITED INTO LMIHAF**

This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (“ROPS”) must be distinguished from the other amounts deposited.

A total of \$1,437,457 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, a total of \$0 was held for items listed on the ROPS. These deposits originated from rental revenues generated at City-owned affordable housing properties and a \$121,857 loan repayment from Coral Mountain.

## **ENDING BALANCE OF LMIHAF**

This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

At the close of the Fiscal Year, the ending fund balance (inclusive of notes receivables) in the LMIHAF was \$22,041,097, of which \$0 is held for items listed on the ROPS.

## **DESCRIPTION OF EXPENDITURES FROM LMIHAF**

This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized. There was a total of \$776,721 expended from the LMIHAF, divided into the following categories:

TABLE 1: DESCRIPTION OF LMIHAF EXPENDITURES

<b>Description of Expenditures</b>	<b>Total Expenditures</b>
Maintenance, Monitoring and Administration Expenditures	\$610,055
Homeless Prevention and Rapid Rehousing Services Expenditures	\$166,666
Housing Development Expenditures (Total of Next Three Lines)	\$0.00
<i>Expenditures on Low Income Units</i>	\$0.00
<i>Expenditures on Very Low-Income Units</i>	\$0.00
<i>Expenditures on Extremely Low-Income Units</i>	\$0.00
<b>Total LMIHAF Expenditures in Fiscal Year</b>	<b>\$776,721</b>

**STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR**

This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

TABLE 2: STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR

<b>Asset Type</b>	<b>Statutory Value of Assets</b>
Notes and Loans*	\$33,923,705
Land	\$25,009,379
Building and Improvements	\$742,453
Less Accumulated Depreciation	\$482,660
<b>Total Assets</b>	<b>\$59,192,877</b>

\*Increase in Notes and Loans is a result of adding 20% of the successor agency loan repayment balance as of June 30, 2019. The DOF approved in the Last and Final ROPS on November 22, 2017.

**DESCRIPTION OF TRANSFERS**

The Housing Successor did not make any transfers in the Fiscal Year.

**PROJECT DESCRIPTIONS**

This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project. The following is a description of project(s) for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS as well as the status of the project(s):

TABLE 3: PROJECT DESCRIPTIONS

<b>Project Name</b>	<b>Status</b>
Washington Street Apartments	Demolition, Sitework, Infrastructure Improvements and Construction started in April 2018

**Washington Street Apartments**

Washington Street Apartments ownership was transferred to the Coachella Valley Housing Coalition (CVHC) on March 15, 2018. The work to be completed as part of the affordable housing project includes demolition, utility infrastructure upgrades, and rehabilitation of existing units, and the construction of 68 new units and an associated community center. A combination of housing funds, bond proceeds, and tax credit financing is being used to pay for the design, architectural, engineering, and project

**ATTACHMENT 1**

management services in addition to vertical construction and rehabilitation. The project was been completed on November 21, 2019.

**STATUS OF COMPLIANCE WITH SECTION 33334.16**

This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time period described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date of the DOF approved such property as a housing asset.

The following provides a status update on the real property or properties housing asset(s) that were acquired prior to February 1, 2012 and compliance with five-year period:

TABLE 4: SECTION 33334.16 COMPLIANCE

<b>Address of Property</b>	<b>Date of Acquisition</b>	<b>Deadline to Initiate Development Activity</b>	<b>Status of Housing Successor Activity</b>
Dune Palms Road and Westward Ho Drive (APN 600-030-009)	6/13/2006	6/13/2016	Deadline met- City has initiated site programming and developed conceptual plans
Dune Palms Road and Westward Ho Drive (APN 600-030-003)	1/17/2007	1/17/2017	Deadline met- City has initiated site programming and developed conceptual plans
Dune Palms Road and Westward Ho Drive (APN 600-030-008)	4/27/2007	4/27/2017	Deadline met- City has initiated site programming and developed conceptual plans
Avenida Mendoza and Avenida Montezuma (APN 773-077-014)	11/30/2007	11/30/2017	Deadline met- City has initiated site programming and developed conceptual plans
Dune Palms Road and Westward Ho Drive (APN 600-030-002)	6/12/2009	6/12/2019	Deadline met- City has initiated site programming and developed conceptual plans
Dune Palms Road and Westward Ho Drive (APN 600-030-005)	1/26/2010	1/26/2020	Deadline met- City has initiated site programming and developed conceptual plans
Calle Tamazula south of Avenida La Fonda (APN 770-174-002)	10/31/1990	08/31/2022	Deadline met – Sold to private party in 12/2019, will remain in listing until next year’s Report. Deposited proceeds into the

**ATTACHMENT 1**

			Low- and Moderate-Income Housing Fund.
Avenida Navarro between Calle Durango/Calle Sonora (APN 773-234-015)	02/01/1993	08/31/2022	Deadline met – Sold to private party in 03/2019, will remain in listing until next year’s Report. Deposited proceeds into the Low- and Moderate-Income Housing Fund.
Avenida Herrera and Calle Sonora (APN 773-223-022)	03/03/2011	08/31/2022	City to market vacant property and place proceeds of sale into the Low- and Moderate-Income Housing Fund.
Avenida Villa between Calle Durango/Calle Sonora (APN 733-234-015)	03/03/2011	08/31/2022	City to market vacant property and place proceeds of sale into the Low- and Moderate-Income Housing Fund.

Health and Safety Code Section 33334.16 required former redevelopment agencies to initiate activities, such as zone changes or disposition and development agreements within five years of acquiring a property. Pursuant to Health and Safety Code Section 33334.16, the legislative body is authorized to extend the deadline to initiate activities by an additional five years upon affirming the intention to develop housing affordable to households of low and moderate income. In 2011, the Housing Authority extended development of the abovementioned properties by adopting Resolution 2011-070. In 2017, the Housing Authority approved a second resolution (Resolution 2017-005) extending the period during which it may retain property for an additional five (5) years.

The following provides a status update on the project(s) for property or properties that have been acquired by the Housing Successor using LMIHAF on or after February 1, 2012. The Housing Successor did not acquire property on or after February 1, 2012.

DESCRIPTION OF OUTSTANDING OBLIGATIONS UNDER SECTION 33413. This section describes the outstanding inclusionary housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor’s progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor plans to meet unmet obligations, if any. The housing successor does not have any obligations to fulfill under Section 33413.

**INCOME TEST**

This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for a five-year period, with the time period beginning on January 1, 2014 and whether the statutory thresholds have been met.

The Housing Successor has not historically tracked expenditures on extremely low-income households. Expenditures in the previous Fiscal Year can be distributed based on known household incomes (refer to Table 1 for the distribution of expenditures by household income level for the Fiscal Year). This fiscal year 18/19, the Housing Successor is tracking expenditures by income level such that the Housing Authority can report on expenditures by household income over a five-year period, as shown in Table 5. The recorded development spent on development can be tracked to the Washington Street Apartments project, having been completed in November 2019 officially. Of the 140 units,



**ATTACHMENT 1**

a total of 24 units are deed restricted to 30% AMI or lower. With an estimated cost of \$71,428/Unit of development costs, there has been approximately \$1,714,286 spent on Extremely Low-Income development.

TABLE 5: INCOME TEST - \$ SPENT ON DEVELOPMENT

<b>Category of Income</b>	<b>\$ Spent</b>
LMIHAF Spent on Extremely Low-Income Households	\$1,714,286 Spent on ELI (A)
Total LMIHAF (Five Year Total - FY 14/15 through 18/19)	\$10,000,000 Total LMIHAF (B)
<b>Extremely Low-Income Test</b>	<b>(A)/(B) 17%</b>

**SENIOR HOUSING TEST**

This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former Redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is 2008 to 2018.

TABLE 6: SENIOR HOUSING TEST

<b>Unit Category</b>	<b># of Units</b>
Assisted Senior Rental Units	280
Total Assisted Rental Units	1284
<b>Senior Housing Test (%)</b>	<b>22%</b>

**EXCESS SURPLUS TEST**

The Housing Successor does not presently retain a computed excess surplus pursuant to Health and Safety Code Section 34176.1. For the purpose of this section of the Report, pursuant to Section 34176.1(d), "excess surplus" shall mean an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater." If the Unencumbered Amount (See Table 6) does not exceed the greater of the aggregate amount deposited into the LMIHAF during the preceding four fiscal years or \$1,000,000, whichever is greater, there is no excess surplus. The Housing Successor computed excess surplus is noted below in table 6.

TABLE 7: EXCESS SURPLUS TEST

	<b>FY 2018-19</b>
Unencumbered Amount (Available Housing Successor Funds)	\$11,412,397
Aggregate Deposited for Last Four Years	\$12,784,296
Greater of Aggregate Deposited for Last Four Years or \$1,000,000	\$12,784,296
Computed Excess Surplus	None

[Click HERE to return to Agenda](#)

# City of La Quinta

HOUSING AUTHORITY SPECIAL MEETING: May 19, 2020

## STAFF REPORT

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**AGENDA TITLE:** APPROVE AGREEMENT FOR CONTRACT SERVICES WITH LA QUINTA PALMS REALTY FOR PROPERTY MANAGEMENT SERVICES

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### RECOMMENDATION

Approve an Agreement for Contract Services for property management services with La Quinta Palms Realty in an amount not to exceed \$42,000 annually for the first three years; and authorize the Executive Director to execute the agreement.

### EXECUTIVE SUMMARY

- La Quinta Palms Realty (LQPR) currently provides property management services for the Housing Authority's (Authority) inventory of properties that are provided to qualified low-income residents in the City of La Quinta (City).
- The current contract with LQPR expires June 30, 2020.
- On February 14, 2020, a request for proposal (RFP) was posted on the City website for residential property management services.
- Staff selected LQPR, the qualified firm has worked with the City for 16 years, providing excellent services.
- The Agreement for Contract Services (Agreement) would begin July 1, 2020, with an initial three-year term to expire on June 30, 2023.
- The Housing Commission (Commission) reviewed the Agreement at the May 6, 2020 special Commission meeting and recommended the Authority approve the contract.

### FISCAL IMPACT

The annual cost is not-to-exceed \$42,000 per year (\$3,500 monthly). The total contract cost is not-to-exceed \$126,000 for the initial contract term of three (3) years. Two extensions of one (1) year each are optional, with costs subject to a potential 5% increase in total from the original annual fee, amounting to a not-to-exceed amount of \$44,100 per year (\$3,675 monthly). Funds are available in the Housing Authority budget (241-9101-60103, Professional Services).

Cost summary for the services are as follows:

<b>YEAR</b>	<b>MONTHLY BASE</b>	<b>ANNUAL BASE</b>
<b>2020/2021</b>	<b>\$3,500</b>	<b>\$42,000</b>
<b>2021/2022</b>	<b>\$3,500</b>	<b>\$42,000</b>
<b>2022/2023</b>	<b>\$3,500</b>	<b>\$42,000</b>
<b>INITIAL 3-YEAR TERM</b>		<b>\$126,000</b>
<b>2023/2024</b>	<b>\$3,675</b>	<b>\$44,100</b>
<b>2024/2025</b>	<b>\$3,675</b>	<b>\$44,100</b>
<b>OPTIONAL EXTENSIONS (2-YEARS)</b>		<b>\$88,200</b>
<b>TOTAL CONTRACT NOT TO EXCEED</b>		<b>\$214,200</b>

## **BACKGROUND/ANALYSIS**

In February 2020, staff solicited an RFP for residential property management services and received one proposal from LQPR. During the RFP period, Staff also conducted outreach to local vendors for their review and consideration; Real Property Management, Abode Communities, Hyder Property Management, and RPM Company.

LQPR is based out of La Quinta and has provided real estate and property management services throughout the Coachella Valley since its establishment in 1982. LQPR has provided professional residential property management services to the City of La Quinta/Authority for 16 years.

Upon the Authority’s approval, the initial term of this Agreement would begin July 1, 2020 and expire on June 30, 2023, with an option to renew for two extensions, each being one additional year (Attachment 1). The Authority has the right to terminate the Agreement at any time with a 30-day written notice.

The Commission received staff’s report during the May 6, 2020 meeting and recommended the Authority approve the contract.

## **ALTERNATIVES**

The Authority may elect to not approve this Agreement. However, staff does not recommend this alternative due to the immediate need for these services and limited response from other qualified firms.

Prepared by: Doug Kinley, Housing Specialist  
 Approved by: Jon McMillen, Executive Director

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 LA QUINTA PALMS REALTY, Inc. ("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 residential property management services, 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") (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 July 1, 2020, and terminate on June 30, 2023 ("Initial Term"). This Agreement may be extended for two (2) 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) Jim Cathcart, Owner / Manager  
Tel No.: 760-275-3094  
E-mail: [JIM@LAQUINTAPALMSREALTY.COM](mailto:JIM@LAQUINTAPALMSREALTY.COM)

(b) Robin Carney, Property Manager  
Tel No.: 760-564-4104  
E-mail: [ROBIN@LAQUINTAPALMSREALTY.COM](mailto:ROBIN@LAQUINTAPALMSREALTY.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", otherwise known as the Executive Director of the City of La Quinta Housing Authority 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 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  
ATTN: Executive Director  
78495 Calle Tampico La Quinta,  
CA 92253

To Contracting Party:  
LA QUINTA PALMS REALTY  
ATTN: Jim Cathcart  
51001 Eisenhower Dr, La  
Quinta, CA 92253

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:**

\_\_\_\_\_  
JON MCMILLEN, Executive Director  
of Housing Authority  
City of La Quinta , California

\_\_\_\_\_  
JIM CATHCART  
Manager

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

ATTEST:

\_\_\_\_\_  
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

[See Attached]

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 One Hundred Twenty Six Thousand Dollars (\$126,000) (“Contract Sum”) during the initial term (amounting to no more than \$3,500 per month as payment). There is an option for two extensions, each being one (1) year, with an increase of 5% for the total annual payment is allowed, with the monthly payment not-to-exceed \$3,675, and the annual payment not-to-exceed \$44,100. The Total Contract Sum w/ Extensions is a not-to-exceed amount of \$214,200. This information is provided in the below table.

<b><u>Year</u></b>	<b><u>Monthly Base</u></b>	<b><u>Annual Base</u></b>
<b><u>2020/2021</u></b>	<b><u>\$3,500</u></b>	<b><u>\$42,000</u></b>
<b><u>2021/2022</u></b>	<b><u>\$3,500</u></b>	<b><u>\$42,000</u></b>
<b><u>2022/2023</u></b>	<b><u>\$3,500</u></b>	<b><u>\$42,000</u></b>
<b><u>Initial 3-year Term</u></b>		<b><u>\$126,000</u></b>
<b><u>2023/2024</u></b>	<b><u>\$3,675</u></b>	<b><u>\$44,100</u></b>
<b><u>2024/2025</u></b>	<b><u>\$3,675</u></b>	<b><u>\$44,100</u></b>
<b><u>Optional extensions (2-years)</u></b>		<b><u>\$88,200</u></b>
<b><u>TOTAL Contract not to exceed</u></b>		<b><u>\$214,200</u></b>



## Exhibit C Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, in accordance with the Project Schedule identified in Exhibit A of this Agreement, attached hereto and incorporated herein by this reference.

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)

- 1.** Must include the following endorsements:  
Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor  
if applicable

Exhibit F

Cyber Liability

\$1,000,000 (per occurrence)

\$2,000,000 (general aggregate)

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.

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional

services.

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

Exhibit F

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

Exhibit F

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

HOUSING AUTHORITY MEETING: May 19, 2020

## STAFF REPORT

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**AGENDA TITLE:** DISCUSS FISCAL YEAR 2020/21 PROPOSED HOUSING AUTHORITY BUDGET

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### **RECOMMENDATION**

Discuss Fiscal Year 2020/21 Proposed Housing Authority Budget.

### **EXECUTIVE SUMMARY**

- The proposed 2020/21 Housing Authority (Authority) Budget is presented to the Authority for review.
- The Housing Commission (Commission) reviewed and approved the proposed budget on May 6, 2020.
- The proposed HA budget, when all funds are combined, has a surplus of \$486,267.
- Final budget adoption is scheduled for June 16, 2020.

### **FISCAL IMPACT**

The preliminary Authority budget projects revenues of \$1,601,067 (inclusive of the annual loan repayment) and expenditures of \$1,114,800. Unappropriated loan repayment revenues of \$647,767 will remain in housing reserves.

### **BACKGROUND/ANALYSIS**

Each Housing Fund section contains extensive notes to explain 2018/19 actuals, changes in 2019/20, and projections for 2020/21. The budget format is similar to the prior fiscal year with additional comparison summary charts.

The Commission reviewed and approved the proposed budget on May 6, 2020. If there are no further significant recommendations for adjustments at either meeting, the final budget will be adopted by the Authority on June 16, 2020.

Should there be substantial changes (an increase or decrease of more than 10% in revenues or expenses), the proposed budget would be presented to the Commission and Authority for reapproval prior to adoption.

The Commission has a regularly scheduled meeting on June 10, 2020.

Attachment 1 provides a narrative of Authority revenue and expenses including the Redevelopment Agency loan repayment to the Authority. Line item details for these revenues and expenses are located in Exhibit A of the Attachment.

### **ALTERNATIVES**

The Commission may recommend further adjustments to the budget. Per State law, the Authority must adopt a budget by June 30,2020.

Prepared by: Karla Romero, Agency Finance Director  
Approved by: Jon McMillen, Agency Director

Attachment: 1. Fiscal Year 2020/21 Proposed Budget



## Housing Authority 2020/21 PROPOSED BUDGET



The Housing Authority budget provides resources for the evaluation of future affordable housing projects and programs, ongoing operational needs and property maintenance, as well as legal and auditing services as required for the Authority. COVID-19 impacts continue to be evaluated and play a key role in budgetary discussions. With unemployment rates rising and unknown economic conditions for the foreseeable future, affordable housing will play a key role for communities. At the same time, many municipal and state governments are also facing revenue shortfalls while striving to maintain appropriate service levels.

La Quinta is not immune to these challenges. However, the City and Authority have been prudent in their use of revenues, leveraging external resources for affordable housing projects, establishing effective external partnerships, and long-term financial planning.

The 2020/21 Authority budget has three active funds restricted to housing operations. Line item details for these revenues and expenses are located in Exhibit A.

<b>HOUSING AUTHORITY FUNDS SUMMARY OF REVENUES AND EXPENDITURES BY FUND FOR 2020/21</b>				
<b>FUND #</b>	<b>FUND NAME</b>	<b>TOTAL REVENUES</b>	<b>TOTAL EXPENSES</b>	<b>SURPLUS / (DEFICIT)</b>
241	HOUSING AUTHORITY FUND	563,300	804,800	(241,500)
243*	RDA LOW-MOD HOUSING FUND	687,767	250,000	437,767
249	SA 2011 LOW/MOD BOND	350,000	60,000	290,000
<b>GRAND TOTAL</b>		<b>1,601,067</b>	<b>1,114,800</b>	<b>486,267</b>

\* General Fund and RDA Low-Mod Housing Fund estimates are for unappropriated reserves and included annual Successor Agency loan repayments as approved with the last and final recognized obligation payment schedule. The repayment for FY 2020/21 is \$647,767.

### REVENUES

When all funds are combined, there is no significant anticipated change in revenues from the original 2019/20 budget to the proposed 2020/21 budget. Due to higher fund balances, interest earnings remain strong in all funds. However, as investments mature under current economic conditions, these revenues will decline accordingly.

Second trust deed repayments have been lowered due to unpredictable home sales. Sale of other assets in 2019/20 for \$1,061,456 reflect Housing Authority land purchased by the City on Dune Palms. Repayments and land purchases are typically recognized with a quarterly budget adjustment when they are received or are anticipated to occur.

The RDA Low-Mod Housing Fund recognizes the annual loan repayment from the Last and Final Recognized Obligation Payment Schedule (ROPS) for the Successor Agency

(former Redevelopment Agency). For 2020/21 the total loan repayment is \$3,238,833, which is allocated 80% to the General Fund (\$2,591,066) and 20% (\$647,767) to the Housing Authority Fund. These revenues will be recognized in reserves in each fund and are not allocated to current expenses. The final loan repayment is scheduled for fiscal year 2029/30. Remaining outstanding loan repayments after 2020/21 total \$31,790,103 of which \$6,358,021 will be allocated to the Housing Authority.

## **EXPENSES**

The operating Housing Authority Fund has new employee allocations resulting in an increase of \$148,005 to salaries and benefits. The new allocations reflect current and anticipated work performed for the Authority. The transfer out in 2019/20 is for retention basin improvements next to the City's XPark, which will be partially utilized by the authority. There are no additional transfers out proposed in 2020/21.

Revenues received from loan repayments have been used for homeless programs as approved by the Authority each fiscal year. The proposed budget for 2020/21 homeless programs is \$250,000.

The Authority had two bond funds, one of which was exhausted with the Washington Street Apartments Project (2004 Bond) in 2019/20. The remaining 2011 Bond is anticipated to have a balance of \$17.1 million at June 30, 2020 and a \$60,000 budget for 2020/21 provides for the ability to evaluate future affordable housing projects and programs.



CITY OF  
LA QUINTA

# 2021

HOUSING AUTHORITY  
PROPOSED BUDGET

*La Quinta*  
— CALIFORNIA —



**CITY OF LA QUINTA ESTIMATED ENDING FUND BALANCES  
FISCAL YEAR ENDING JUNE 30, 2021**

<b>FUND #</b>	<b>FUND NAME</b>	<b>ESTIMATED AVAILABLE FUND BALANCE July 1, 2020</b>	<b>ESTIMATED REVENUES</b>	<b>ESTIMATED EXPENDITURES</b>	<b>ESTIMATED ENDING FUND BALANCE June 30, 2021</b>
241	HOUSING AUTHORITY FUND	10,800,000	563,300	804,800	10,558,500
243*	RDA LOW-MOD HOUSING FUND	2,600,000	687,767	250,000	3,037,767
249	SA 2011 LOW/MOD BOND	17,100,000	350,000	60,000	17,390,000
<b>GRAND TOTAL</b>		<b>30,500,000</b>	<b>1,601,067</b>	<b>1,114,800</b>	<b>30,986,267</b>

\* General Fund and RDA Low-Mod Housing Fund estimates are for unappropriated reserves and included annual Successor Agency loan repayments as approved with the last and final recognized obligation payment schedule. The repayment for FY 2020/21 is \$647,767.

**HOUSING AUTHORITY 2020/21 BUDGET SUMMARY**

As of 5/1/2020

<b>Housing Fund Revenues</b>	<b>2019/20 Original</b>	<b>2019/20 Current</b>	<b>Variance Original vs Current</b>	<b>2020/21 Proposed</b>	<b>Variance Current vs. Proposed</b>	<b>% Change</b>
			-			
241 - Housing Authority	448,000	1,688,256	1,240,256	563,300	(1,124,956)	-67%
243 - RDA Low-Mod Housing	22,000	40,000	18,000	40,000	-	0%
249 - SA 2011 Low/Mod Bond	270,000	350,000	80,000	350,000	-	0%
<b>Total Revenues</b>	<b>740,000</b>	<b>2,078,256</b>	<b>1,338,256</b>	<b>953,300</b>	<b>(1,124,956)</b>	<b>-54%</b>
RDA Loan Repayment	635,065	635,065	-	647,767	12,702	
<b>Total Operating Revenues</b>	<b>1,375,065</b>	<b>2,713,321</b>	<b>1,338,256</b>	<b>1,601,067</b>	<b>(1,112,254)</b>	
<b>Housing Fund Expenditures</b>	<b>2019/20 Original</b>	<b>2019/20 Current</b>	<b>Variance Original vs Current</b>	<b>2020/21 Proposed</b>	<b>Variance Current vs. Proposed</b>	<b>% Change</b>
241 - Housing Authority	609,300	990,957	381,657	804,800	(186,157)	-19%
243 - RDA Low-Mod Housing	250,000	351,000	101,000	250,000	(101,000)	-29%
249 - SA 2011 Low/Mod Bond	20,000	60,000	40,000	60,000	-	0%
<b>Total Expenditures</b>	<b>879,300</b>	<b>1,401,957</b>	<b>522,657</b>	<b>1,114,800</b>	<b>(287,157)</b>	<b>-20%</b>
<b>Budget Surplus/(Deficit)</b>	<b>495,765</b>	<b>1,311,364</b>	<b>815,599</b>	<b>486,267</b>		

	2018/19 Actuals	2019/20 Original Budget	2019/20 Current Budget	2019/20 YTD Activity*	2020/21 Proposed Budget	20/21 vs. Current 19/20	% Change in Budget	
<b>241 - HOUSING AUTHORITY</b>								
<b>9101 - Housing Authority - Admin</b>								
<b>340 - Charges for Services</b>								
241-9101-42301	Miscellaneous Revenue	1	0	0	0	0	0 %	
<b>340 - Charges for Services Totals:</b>		<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0 %</b>	
<b>360 - Use of Money &amp; Property</b>								
241-9101-41900	Allocated Interest	339,095	110,000	230,000	150,852	250,000	20,000	9 %
241-9101-41915	Non-Allocated Interest	771	0	0	599	300	300	0 %
241-9101-43500	Home Sale Proceeds	58,814	0	58,800	118,789	0	(58,800)	-100 %
241-9101-45000	Sale of Other Assets	0	0	1,061,456	0	0	(1,061,456)	-100 %
<b>360 - Use of Money &amp; Property Totals:</b>		<b>398,680</b>	<b>110,000</b>	<b>1,350,256</b>	<b>270,239</b>	<b>250,300</b>	<b>(1,099,956)</b>	<b>-81 %</b>
<b>380 - Transfers In</b>								
241-9101-43504	2nd Trust Deed Repayme	187,892	50,000	50,000	0	25,000	(25,000)	-50 %
<b>380 - Transfers In Totals:</b>		<b>187,892</b>	<b>50,000</b>	<b>50,000</b>	<b>0</b>	<b>25,000</b>	<b>(25,000)</b>	<b>-50 %</b>
<b>9101 - Housing Authority - Admin Totals:</b>		<b>586,572</b>	<b>160,000</b>	<b>1,400,256</b>	<b>270,239</b>	<b>275,300</b>	<b>(1,124,956)</b>	<b>-80 %</b>
<b>9103 - Housing Authority - LQRP</b>								
<b>360 - Use of Money &amp; Property</b>								
241-9103-43502	Rent Revenue/LQRP	286,872	288,000	288,000	224,726	288,000	0	0 %
<b>360 - Use of Money &amp; Property Totals:</b>		<b>286,872</b>	<b>288,000</b>	<b>288,000</b>	<b>224,726</b>	<b>288,000</b>	<b>0</b>	<b>0 %</b>
<b>9103 - Housing Authority - LQRP Totals:</b>		<b>286,872</b>	<b>288,000</b>	<b>288,000</b>	<b>224,726</b>	<b>288,000</b>	<b>0</b>	<b>0 %</b>
<b>241 - HOUSING AUTHORITY Totals:</b>		<b>873,444</b>	<b>448,000</b>	<b>1,688,256</b>	<b>494,965</b>	<b>563,300</b>	<b>(1,124,956)</b>	<b>-67 %</b>
<b>243 - RDA LOW-MOD HOUSING FUND</b>								
<b>0000 - Undesignated</b>								
<b>360 - Use of Money &amp; Property</b>								
243-0000-41900	Allocated Interest	55,555	22,000	40,000	31,018	40,000	0	0 %
<b>360 - Use of Money &amp; Property Totals:</b>		<b>55,555</b>	<b>22,000</b>	<b>40,000</b>	<b>31,018</b>	<b>40,000</b>	<b>0</b>	<b>0 %</b>
<b>0000 - Undesignated Totals:</b>		<b>55,555</b>	<b>22,000</b>	<b>40,000</b>	<b>31,018</b>	<b>40,000</b>	<b>0</b>	<b>0 %</b>
<b>3 - RDA LOW-MOD HOUSING FUND Totals:</b>		<b>55,555</b>	<b>22,000</b>	<b>40,000</b>	<b>31,018</b>	<b>40,000</b>	<b>0</b>	<b>0 %</b>
<b>248 - SA 2004 LO/MOD BOND FUND (Refir</b>								
<b>0000 - Undesignated</b>								
<b>340 - Charges for Services</b>								
248-0000-42305	Miscellaneous Reimburser	0	0	0	1,820	0	0	0 %
<b>340 - Charges for Services Totals:</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>1,820</b>	<b>0</b>	<b>0</b>	<b>0 %</b>

\* As of 4/27/2020

	2018/19 Actuals	2019/20 Original Budget	2019/20 Current Budget	2019/20 YTD Activity*	2020/21 Proposed Budget	20/21 vs. Current 19/20	% Change in Budget
<b>360 - Use of Money &amp; Property</b>							
248-0000-41900 Allocated Interest	17,587	0	0	5,307	0	0	0 %
<b>360 - Use of Money &amp; Property Totals:</b>	<b>17,587</b>	<b>0</b>	<b>0</b>	<b>5,307</b>	<b>0</b>	<b>0</b>	<b>0 %</b>
<b>0000 - Undesignated Totals:</b>	<b>17,587</b>	<b>0</b>	<b>0</b>	<b>7,127</b>	<b>0</b>	<b>0</b>	<b>0 %</b>
<b>BOND FUND (Refinanced in 2014) Totals:</b>	<b>17,587</b>	<b>0</b>	<b>0</b>	<b>7,127</b>	<b>0</b>	<b>0</b>	<b>0 %</b>
<b>249 - SA 2011 LOW/MOD BOND FUND (Re</b>							
<b>0000 - Undesignated</b>							
<b>360 - Use of Money &amp; Property</b>							
249-0000-41900 Allocated Interest	3,289	0	0	5,646	0	0	0 %
249-0000-41915 Non-Allocated Interest	487,581	270,000	350,000	280,502	350,000	0	0 %
<b>360 - Use of Money &amp; Property Totals:</b>	<b>490,870</b>	<b>270,000</b>	<b>350,000</b>	<b>286,148</b>	<b>350,000</b>	<b>0</b>	<b>0 %</b>
<b>0000 - Undesignated Totals:</b>	<b>490,870</b>	<b>270,000</b>	<b>350,000</b>	<b>286,148</b>	<b>350,000</b>	<b>0</b>	<b>0 %</b>
<b>BOND FUND (Refinanced in 2016) Totals:</b>	<b>490,870</b>	<b>270,000</b>	<b>350,000</b>	<b>286,148</b>	<b>350,000</b>	<b>0</b>	<b>0 %</b>

241 Fund Second Trust Deed Payments and Home Sale Proceeds vary from year-to-year. Additional repayment of silent second trust deeds are recognized upon receipt.

241 Fund, 241-9101-45000, Sale of Other Assets revenues in FY 2019/20 reflects the purchase and sale agreement between the City of La Quinta and the La Quinta Housing Authority for property at Dune Palms Road for the Dune Palms Retention Basin and XPark projects.

248 Fund was fully used for the Washington Street Apartment rehabilitation and expansion project.

249 Fund was partially used for the Washington Street Apartment rehabilitation and expansion project. Remaining bond funds continue to earn interest and are available for future housing projects.

\* As of 4/27/2020

	2018/19 Actuals	2019/20 Original Budget	2019/20 Current Budget	2019/20 YTD Activity*	2020/21 Proposed Budget	20/21 vs. Current 19/20	% Change in Budget	
<b>241 - HOUSING AUTHORITY</b>								
<b>9101 - Housing Authority - Admin</b>								
<b>50 - Salaries and Benefits</b>								
241-9101-50101	Permanent Full Time	130,085	142,000	143,595	101,226	254,800	111,205	77 %
241-9101-50105	Salaries - Overtime	0	0	0	40	0	0	0 %
241-9101-50110	Commissions & Boards	750	3,000	3,000	750	3,000	0	0 %
241-9101-50150	Other Compensation	196	200	200	163	400	200	100 %
241-9101-50200	PERS-City Portion	10,878	10,600	10,600	8,180	17,500	6,900	65 %
241-9101-50215	Other Fringe Benefits	2,262	0	0	210	0	0	0 %
241-9101-50221	Medical Insurance	22,129	31,800	31,800	18,666	57,500	25,700	81 %
241-9101-50222	Vision Insurance	337	0	0	256	0	0	0 %
241-9101-50223	Dental Insurance	1,482	0	0	974	0	0	0 %
241-9101-50224	Life Insurance	58	0	0	52	0	0	0 %
241-9101-50225	Long Term Disability	587	900	900	443	1,500	600	67 %
241-9101-50230	Workers Comp Insurance	2,600	3,400	3,400	2,550	5,200	1,800	53 %
241-9101-50240	Social Security-Medicare	1,936	2,100	2,100	1,482	3,700	1,600	76 %
241-9101-50241	Social Security-FICA	92	0	0	78	0	0	0 %
<b>50 - Salaries and Benefits Totals:</b>		<b>173,391</b>	<b>194,000</b>	<b>195,595</b>	<b>135,070</b>	<b>343,600</b>	<b>148,005</b>	<b>76 %</b>
<b>60 - Contract Services</b>								
241-9101-60103	Professional Services	59,667	81,000	121,000	53,874	100,000	(21,000)	-17 %
241-9101-60106	Auditors	5,000	5,000	5,000	5,000	5,000	0	0 %
241-9101-60153	Attorney	13,453	25,000	25,000	3,370	35,000	10,000	40 %
<b>60 - Contract Services Totals:</b>		<b>78,120</b>	<b>111,000</b>	<b>151,000</b>	<b>62,244</b>	<b>140,000</b>	<b>(11,000)</b>	<b>-7 %</b>
<b>62 - Maintenance &amp; Operations</b>								
241-9101-60320	Travel & Training	1,611	3,000	3,000	1,211	500	(2,500)	-83 %
241-9101-60400	Office Supplies	153	0	0	0	0	0	0 %
241-9101-60420	Operating Supplies	1,377	1,500	1,500	2,470	2,000	500	33 %
<b>62 - Maintenance &amp; Operations Totals:</b>		<b>3,141</b>	<b>4,500</b>	<b>4,500</b>	<b>3,681</b>	<b>2,500</b>	<b>(2,000)</b>	<b>-44 %</b>
<b>63 - Insurance</b>								
241-9101-91843	Property & Crime Insuran	10,000	6,000	6,000	4,500	8,000	2,000	33 %
<b>63 - Insurance Totals:</b>		<b>10,000</b>	<b>6,000</b>	<b>6,000</b>	<b>4,500</b>	<b>8,000</b>	<b>2,000</b>	<b>33 %</b>
<b>69 - Internal Service Charges</b>								
241-9101-91844	Earthquake Insurance	20,000	14,000	14,000	10,500	14,000	0	0 %
241-9101-98110	Information Tech Charges	18,100	24,800	24,800	18,600	46,700	21,900	88 %
<b>69 - Internal Service Charges Totals:</b>		<b>38,100</b>	<b>38,800</b>	<b>38,800</b>	<b>29,100</b>	<b>60,700</b>	<b>21,900</b>	<b>56 %</b>
<b>99 - Transfers Out</b>								
241-9101-99900	Transfers Out	0	0	278,062	0	0	(278,062)	-100 %
<b>99 - Transfers Out Totals:</b>		<b>0</b>	<b>0</b>	<b>278,062</b>	<b>0</b>	<b>0</b>	<b>(278,062)</b>	<b>-100 %</b>
<b>9101 - Housing Authority - Admin Totals:</b>		<b>302,753</b>	<b>354,300</b>	<b>673,957</b>	<b>234,595</b>	<b>554,800</b>	<b>(119,157)</b>	<b>-18 %</b>
<b>9103 - Housing Authority - LQRP</b>								
<b>62 - Maintenance &amp; Operations</b>								
241-9103-60157	Rental Expenses	307,302	255,000	317,000	237,455	250,000	(67,000) 80	-21 %

\* As of 4/27/2020



	2018/19 Actuals	2019/20 Original Budget	2019/20 Current Budget	2019/20 YTD Activity*	2020/21 Proposed Budget	20/21 vs. Current 19/20	% Change in Budget
<b>62 - Maintenance &amp; Operations Totals:</b>	<b>307,302</b>	<b>255,000</b>	<b>317,000</b>	<b>237,455</b>	<b>250,000</b>	<b>(67,000)</b>	<b>-21 %</b>
<b>9103 - Housing Authority - LQRP Totals:</b>	<b>307,302</b>	<b>255,000</b>	<b>317,000</b>	<b>237,455</b>	<b>250,000</b>	<b>(67,000)</b>	<b>-21 %</b>
<b>241 - HOUSING AUTHORITY Totals:</b>	<b>610,055</b>	<b>609,300</b>	<b>990,957</b>	<b>472,049</b>	<b>804,800</b>	<b>(186,157)</b>	<b>-19 %</b>

241 HOUSING AUTHORITY FUND - These funds are used to account for the housing activities of the Housing Authority which are to promote and provide quality affordable housing.

**Fund: 241 - HOUSING AUTHORITY**

<b>241-9101-50101</b>	<b>Permanent Full Time</b>	<b>254,800.00</b>
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- 20% - City Manager (80% City Manager)
- 10% - Finance Director (90% Finance)
- 10% - City Clerk (90% City Clerk)
- 40% - Assistant to City Manager (60% City Manager) 60% - Management Analyst (40% Information Technology Fund)
- 60% - Management Specialist (40% City Manager)
- 80% - Management Assistant (20% City Manager)

In 2020/21, staff has been reallocated to meet business demands.

City Council Member Stipends (5)

<b>241-9101-60103</b>	<b>Professional Services</b>	<b>100,000.00</b>
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Expense increase in 2019/20 due to recent request for proposal responses.

<b>241-9101-60320</b>	<b>Travel &amp; Training</b>	<b>500.00</b>
<b>241-9103-60157</b>	<b>Rental Expenses</b>	<b>250,000.00</b>

In FY 2016/17 these expenses were budgeted in account number 241-9102-60159.

	2018/19 Actuals	2019/20 Original Budget	2019/20 Current Budget	2019/20 YTD Activity*	2020/21 Proposed Budget	20/21 vs. Current 19/20	% Change in Budget
<b>243 - RDA LOW-MOD HOUSING FUND</b>							
<b>0000 - Undesignated</b>							
<b>64 - Other Expenses</b>							
243-0000-60532 Homelessness Assistance	166,666	250,000	351,000	100,000	250,000	(101,000)	-29 %
<b>64 - Other Expenses Totals:</b>	<b>166,666</b>	<b>250,000</b>	<b>351,000</b>	<b>100,000</b>	<b>250,000</b>	<b>(101,000)</b>	<b>-29 %</b>
<b>0000 - Undesignated Totals:</b>	<b>166,666</b>	<b>250,000</b>	<b>351,000</b>	<b>100,000</b>	<b>250,000</b>	<b>(101,000)</b>	<b>-29 %</b>
<b>3 - RDA LOW-MOD HOUSING FUND Totals:</b>	<b>166,666</b>	<b>250,000</b>	<b>351,000</b>	<b>100,000</b>	<b>250,000</b>	<b>(101,000)</b>	<b>-29 %</b>

243 Fund the 2020/21 former Redevelopment Agency loan repayment of \$647,767 will be recognized in reserves within this Fund.

243 RDA Low-Mod Housing Fund - These funds are used to account for the housing activities of the Housing Authority which are to promote and provide quality affordable housing.

\* As of 4/27/2020

	2018/19 Actuals	2019/20 Original Budget	2019/20 Current Budget	2019/20 YTD Activity*	2020/21 Proposed Budget	20/21 vs. Current 19/20	% Change in Budget
<b>248 - SA 2004 LO/MOD BOND FUND (Refir</b>							
<b>9102 - Housing Authority - Wash St Apts</b>							
<b>60 - Contract Services</b>							
248-9102-60103 Professional Services	0	0	145,000	0	0	(145,000)	-100 %
248-9102-60159 Relocation Benefits	954,480	0	245,500	1,739	0	(245,500)	-100 %
248-9102-60185 Design/Construction	80,735	0	0	0	0	0	0 %
<b>60 - Contract Services Totals:</b>	<b>1,035,215</b>	<b>0</b>	<b>390,500</b>	<b>1,739</b>	<b>0</b>	<b>(390,500)</b>	<b>-100 %</b>
<b>Housing Authority - Wash St Apts Totals:</b>	<b>1,035,215</b>	<b>0</b>	<b>390,500</b>	<b>1,739</b>	<b>0</b>	<b>(390,500)</b>	<b>-100 %</b>
<b>BOND FUND (Refinanced in 2014) Totals:</b>	<b>1,035,215</b>	<b>0</b>	<b>390,500</b>	<b>1,739</b>	<b>0</b>	<b>(390,500)</b>	<b>-100 %</b>

248 Fund was fully used for the Washington Street Apartment rehabilitation and expansion project.

\* As of 4/27/2020

	2018/19 Actuals	2019/20 Original Budget	2019/20 Current Budget	2019/20 YTD Activity*	2020/21 Proposed Budget	20/21 vs. Current 19/20	% Change in Budget
<b>249 - SA 2011 LOW/MOD BOND FUND (Re</b>							
<b>0000 - Undesignated</b>							
<b>60 - Contract Services</b>							
249-0000-60188 Construction	7,376,024	0	0	0	0	0	0 %
<b>60 - Contract Services Totals:</b>	<b>7,376,024</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0 %</b>
<b>68 - Capital Expenses</b>							
249-0000-80050 Affordable Housing Projec	0	20,000	60,000	0	60,000	0	0 %
<b>68 - Capital Expenses Totals:</b>	<b>0</b>	<b>20,000</b>	<b>60,000</b>	<b>0</b>	<b>60,000</b>	<b>0</b>	<b>0 %</b>
<b>0000 - Undesignated Totals:</b>	<b>7,376,024</b>	<b>20,000</b>	<b>60,000</b>	<b>0</b>	<b>60,000</b>	<b>0</b>	<b>0 %</b>
<b>BOND FUND (Refinanced in 2016) Totals:</b>	<b>7,376,024</b>	<b>20,000</b>	<b>60,000</b>	<b>0</b>	<b>60,000</b>	<b>0</b>	<b>0 %</b>

249 Fund was partially used for the Washington Street Apartment rehabilitation and expansion project. Remaining funds are available for future housing projects.

249 SUCCESSOR AGENCY BOND FUND - These funds are restricted per individual bond covenants.

\* As of 4/27/2020

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