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CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, NOVEMBER 17, 2020
3:00 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION

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 City Council, the City Manager, City Attorney, City Staff, and City Consultants may participate in this meeting by teleconference.

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

Members of the public wanting **to address the City Council during the open session**, either for public comment or for a specific agenda item, or both, may do so in person or via teleconference by sending an email notification to the La Quinta City Clerk’s Office at 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 via teleconference – requests to speak must be emailed to the City Clerk 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 City Council 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 Mayor.

Written public comments must be received by the City Clerk’s Office no later than 2:00 p.m. on the day of the meeting, and will be distributed to the City Council, 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 Mayor, a brief summary of any public comment is asked to be read, to the extent the City Clerk’s Office can accommodate such request.

Please Note: Written public comment received after 2:00 p.m. will be distributed to the City Council for review and consideration, however, they will not be incorporated into the agenda packet and public record of the meeting.

CALL TO ORDER

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

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

At this time, members of the public may address the City Council on any matter not listed on the agenda by emailing **written public comments** or requests to provide **verbal public comments via teleconference** as indicated above. Members of the public attending the meeting in-person are requested to complete a **"Request to Speak" form**. Please limit your comments to three minutes (or approximately 350 words). The City Council values your comments; however, in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by GC 54954.2(b).

CONFIRMATION OF AGENDA

CLOSED SESSION

1. THREAT TO PUBLIC SERVICES OR FACILITIES, PURSUANT TO SUBDIVISION (a) OF GOVERNMENT CODE SECTION 54957. CONSULTATION WITH: ALEXANDER JOHNSTON, SENIOR EMERGENCY MANAGEMENT COORDINATOR; WILLIAM H. IHRKE, CITY ATTORNEY (Review Continued Need and Response to Proclaimed State and Local Emergencies Caused by COVID-19)

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

RECESS TO CLOSED SESSION

RECONVENE AT 4:00 P.M.

REPORT ON ACTIONS(S) TAKEN IN CLOSED SESSION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

At this time, members of the public may address the City Council on any matter not listed on the agenda by emailing **written public comments** or requests to provide **verbal public comments via teleconference** as indicated above. Members of the public attending the meeting in-person are requested to complete a **"Request to Speak" form**. Please limit your comments to three minutes (or approximately 350 words). The City Council values your comments; however, in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by GC 54954.2(b).

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS –

1. PRESENTATION ON THE SALTON SEA MANAGEMENT PROGRAM UPDATE BY GAIL SEVRENS, SALTON SEA PROGRAM MANAGER WITH THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
2. PROCLAMATION IN RECOGNITION OF LA QUINTA CAPTAIN MISTY REYNOLDS WITH RIVERSIDE COUNTY SHERIFF'S DEPARTMENT FOR HER DEDICATED SERVICE
3. INTRODUCE CAPTAIN HERMAN LOPEZ WITH THE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

CONSENT CALENDAR

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

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[RESOLUTION NO. 2020-037]

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PUBLIC HEARINGS – NONE

DEPARTMENTAL REPORTS

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MAYOR'S AND COUNCIL MEMBERS' ITEMS

REPORTS AND INFORMATIONAL ITEMS

1. CVAG CONSERVATION COMMISSION (Evans)
2. CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE (Evans)
3. CVAG EXECUTIVE COMMITTEE (Evans)
4. GREATER PALM SPRINGS CONVENTION AND VISITORS BUREAU (Evans)
5. LEAGUE OF CALIFORNIA CITIES DELEGATE (Evans)
6. COACHELLA VALLEY WATER DISTRICT JOINT POLICY COMMITTEE (Evans)
7. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (Evans)
8. ECONOMIC DEVELOPMENT SUBCOMMITTEE (Evans & Peña)
9. COACHELLA VALLEY MOUNTAINS CONSERVANCY (Fitzpatrick)
10. DESERT RECREATION DISTRICT COMMITTEE (Fitzpatrick & Radi)
11. COACHELLA VALLEY UNIFIED SCHOOL DISTRICT COMMITTEE (Fitzpatrick & Peña)
12. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
13. SILVERROCK EVENT SITE AD HOC COMMITTEE (Fitzpatrick)
14. CANNABIS AD HOC COMMITTEE (Peña and Sanchez)
15. CVAG PUBLIC SAFETY COMMITTEE (Peña)
16. CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE (Peña)

17. LEAGUE OF CALIFORNIA CITIES – PUBLIC SAFETY POLICY COMMITTEE (Peña)
18. IMPERIAL IRRIGATION DISTRICT – ENERGY CONSUMERS ADVISORY COMMITTEE (Peña)
19. COVID-19 SMALL BUSINESS EMERGENCY ECONOMIC RELIEF PROGRAM AD HOC COMMITTEE (Peña and Radi)
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21. SUNLINE TRANSIT AGENCY (Radi)
22. CITYWIDE SECURITY CAMERAS AD HOC COMMITTEE (Radi)
23. GREATER CV CHAMBER OF COMMERCE INFORMATION EXCHANGE COMMITTEE (Radi)
24. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Radi & Sanchez)
25. ANIMAL CAMPUS COMMISSION (Sanchez)
26. LEAGUE OF CALIFORNIA CITIES – TRANSPORTATION, COMMUNICATION AND PUBLIC WORKS POLICY COMMITTEE (Sanchez)
27. RIVERSIDE LOCAL AGENCY FORMATION COMMISSION (Sanchez)
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ADJOURNMENT

The next regular meeting of the City Council will be held on December 1, 2020, at 4:00 p.m. at the City Hall Council Chambers, 78495 Calle Tampico, La Quinta, CA 92253.

DECLARATION OF POSTING

I, Monika Radeva, City Clerk, of the City of La Quinta, do hereby declare that the foregoing Agenda for the La Quinta City Council meeting was posted on the City's website, near the entrance to the Council Chambers at 78495 Calle Tampico, and the bulletin boards at the Stater Brothers Supermarket at 78630 Highway 111, and the La Quinta Cove Post Office at 51321 Avenida Bermudas, on November 13, 2020.

DATED: November 13, 2020

MONIKA RADEVA, City Clerk
City of La Quinta, California

Public Notices

- The La Quinta City Council Chamber is handicapped accessible. If special equipment is needed for the hearing impaired, please call the City Clerk's office at (760) 777-7092, twenty-four (24) hours in advance of the meeting and accommodations will be made.
- If special electronic equipment is needed to make presentations to the City Council, arrangements should be made in advance by contacting the City Clerk's office at (760) 777-7092. A one (1) week notice is required.
- If background material is to be presented to the Councilmembers during a City Council meeting, please be advised that eight (8) copies of all documents, exhibits, etc., must be supplied to the City Clerk for distribution. It is requested that this take place prior to the beginning of the meeting.
- Any writings or documents provided to a majority of the City Council regarding any item(s) on this agenda will be made available for public inspection at the Community Development counter at City Hall located at 78495 Calle Tampico, La Quinta, California, 92253, during normal business hours.



**CITY COUNCIL
MINUTES
TUESDAY, NOVEMBER 3, 2020**

CALL TO ORDER

A regular meeting of the La Quinta City Council was called to order at 3:00 p.m. by Mayor Evans.

This meeting provided teleconference accessibility 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: Councilmembers Fitzpatrick, Peña, Radi, Sanchez, Mayor Evans
ABSENT: None

STAFF PRESENT: City Manager McMillen, City Attorney Ihrke, Finance Director Romero, City Clerk Radeva, Deputy City Clerk Romane, Public Works Director/City Engineer McKinney, City Consultant Traffic Engineer Libring, and Financial Services Analyst Hallick.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA – Confirmed

CLOSED SESSION

- 1. THREAT TO PUBLIC SERVICES OR FACILITIES, PURSUANT TO SUBDIVISION (a) OF GOVERNMENT CODE SECTION 54957. CONSULTATION WITH: ALEXANDER JOHNSTON, SENIOR EMERGENCY MANAGEMENT COORDINATOR; WILLIAM H. IHRKE, CITY ATTORNEY** (Review Continued Need and Response to Proclaimed State and Local Emergencies Caused by COVID-19)

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:01 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:00 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

City Attorney Ihrke reported no actions were taken in Closed Session that require reporting pursuant to the Brown Act (Government Code §54950 *et seq.*).

PLEDGE OF ALLEGIANCE

Councilmember Sanchez led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

The following WRITTEN PUBLIC COMMENTS, listed in alphabetical order, were received as of 4 p.m., which were distributed to Council and incorporated into the agenda packet and public record of the meeting:

- Jim Alderson, La Quinta – in opposition of Short-Term Vacation Rentals (STVRs); City Clerk Radeva read Mr. Alderson’s written comments into the record;
- Anonymous – in support of STVRs;
- Arlene Gotshalk, La Quinta – in opposition of STVRs;
- Elizabeth LaDue – in support of STVRs;
- Gord Wengreniuk – in support of STVRs;
- Jesse Rhodes, La Quinta – in support of STVRs;
- Marcia Cutchin, La Quinta – in opposition of STVRs;
- Lloyd Walt, La Quinta – in opposition of STVRs;
- Stephanie Nevel-Yanchar – in support of STVRs.

The following WRITTEN PUBLIC COMMENTS, listed in alphabetical order, received as of 4 p.m., which were distributed to Council and incorporated into the agenda packet and public record of the meeting, requesting that the City Council meet with the PGA West STVR Group created to encourage dialogue between STVR owners and residents in the community and to find solutions:

- | | |
|--------------------------|--------------------|
| • Robert Buce | • Jeff Jones |
| • John Burns | • Elizabeth LaDue |
| • Rene Castillo | • Jan Maize |
| • Steve Castillo | • Justin McKindley |
| • Bill Cooley | • Karen Parnell |
| • John Dal Poggetto | • Joby Ross |
| • Chris & Kelly DePersio | • John Seoane |
| • Mike Devoy | • Matthew Shapiro |
| • Dominique El Moussa | • William Stanick |
| • Lucas Graham | • Laurene Volkel |
| • Steph Griffith | • Nanette Young |

Mayor Evans said Councilmember Fitzpatrick and she have met with the PGA West HOA President and a few residents; and asked City Attorney Ihrke to explain the regulations governing public meetings of the City Council pursuant to the Brown Act (Government Code §54950 *et seq.*).

City Attorney Ihrke explained the public meeting regulations and publication and noticing requirement under state law; and noted members of the Council can meet with residents separately, in settings that do not constitute a majority of the Council's membership at any given time.

Council expressed consensus in their desire to schedule meetings with the PGA West STVR Group in a manner compliant with the Brown Act.

The following PUBLIC SPEAKERS, listed in the order in which they spoke, provided verbal comments VIA TELEPHONIC ACCESSIBILITY:

- Arlene Gotshalk, La Quinta – in opposition of STVRs;
- Eddie Estrada, La Quinta – in support of STVRs;
- Jim Lambert, La Quinta – in opposition of STVRs.

The following PUBLIC SPEAKERS, listed in the order in which they spoke, provided verbal comments IN-PERSON:

- David Dinnel, La Quinta – in support of STVRs; and the need for statistical data;
- Richard Gray, La Quinta – north La Quinta landscaping renovation project; communication with residents; Adams St. and La Palma pedestrian crossing; and Adams St. and Ocotillo pedestrian crossing.

Council provided an overview of the multitude of opportunities the City offers residents to get involved and participate in their local government affairs and voice their concerns and recommendations on current project and community priorities.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

- None

CONSENT CALENDAR

- 1. APPROVE MEETING MINUTES OF OCTOBER 6, 2020**
- 2. RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED JUNE 30, 2020**
- 3. RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED AUGUST 31, 2020**

4. APPROVE DEMAND REGISTERS DATED OCTOBER 16 AND 23, 2020

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

BUSINESS SESSION

1. APPROVE PLANS, SPECIFICATIONS AND ENGINEER’S ESTIMATE AND ADVERTISE FOR BID THE ADAMS STREET RESTRIPIING PROJECT NO. 2020-06 LOCATED ON ADAMS STREET BETWEEN MILES AVENUE AND FRED WARING DRIVE

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

City Consultant Traffic Engineer Libring explained four-way stop signs are usually not placed on arterial streets; the main design objective of arterial streets is to move traffic along which is generally achieved by signaling and synchronizing intersections to ensure the flow of traffic; installing stop signs in certain sections of an arterial street negates the monetary investments made in signaling intersections and the efficiencies gained by the signals; the state guidelines when stop signs are recommended and warranted do not apply to the situation at hand; the current volume of vehicles traveling through this street segment, inclusive of anticipated annual increase; importance to ensure everyone’s safety; the speed on the street will be monitored and evaluated following the installation of the proposed road diet; ability to implement additional street improvements if necessary later on; and established best practices based on traffic engineering standards and state recommendations.

General discussion followed regarding Coachella Valley Association of Governments (CVAG) Transportation Committee regional objective and effort to improve street conditions to allow both vehicles and bicycles to coexist and to provide a safe path of travel for both; the CV Link project also aims to increase bicyclists’ safety; the California state requirements for active transportation; expansion of the City’s golf cart path to provide an alternative transportation option for the future; and the City’s efforts to improve the Highway 111 Corridor to improve connectivity and walkability.

PUBLIC SPEAKER: Stephen Klempa, La Quinta – explained the safety concerns he has experienced; thanked the Council for quickly responding and taking

action to install street improvements to ensure pedestrian safety in this area; noted pros and cons of installing the proposed road diet and available future additional measures; the benefits of installing a designated pedestrian crosswalk; and preferred crosswalk location.

General discussion followed whether or not rapid flashing beacon lighting would increase the driver's awareness of the crosswalk based on the visual cues; pedestrian crossing options from the surrounding residential areas to Adams park; benefits of the road diet making it easier to cross two-lanes versus four-lanes; left-turn lanes interference if a crosswalk was to be installed at the Adams St. and La Palma intersection; and ability to install a crosswalk at the intersection if deemed necessary in the future.

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to approve plans, specifications, engineer's estimate and authorize staff to bid the Adams Street Restriping Project No. 2020-06, as recommended. Motion passed unanimously.

MAYOR EVANS CALLED FOR A BRIEF BREAK AT 5:38 P.M.

MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 5:41 P.M.

WITH ALL MEMBERS PRESENT

2. RECEIVE AND FILE FISCAL YEAR 2019/20 GENERAL FUND YEAR-END BUDGET REPORT AND APPROVE THE AMENDED BUDGET CARRYOVERS

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

General discussion followed regarding the limited amount of property tax allocated to the City; staff's fiscal responsibility, judicial management of contracts, and other efforts to continue to provide services within the budget adjustments implemented due to COVID-19; fiscal year 2019/20 savings carryovers into fiscal year 2020/21 to provide operational flexibility should it be needed; FEMA's cut-off date of September 14, 2020 for certain eligible expenses related to COVID-19; and how other cities are faring with the economic downturn caused by COVID-19 and how La Quinta compares.

Council commended staff for their efforts, teamwork, and outstanding report.

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to receive and file the Fiscal Year 2019/20 General Fund Year-End Budget Report and approve the amended budget carryovers from 2019/20 to 2020/21, as recommended. Motion passed unanimously.

3. RECEIVE AND FILE FISCAL YEAR 2019/20 MEASURE G SALES TAX COMPLIANCE REPORT

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

Council noted there has not been any discussion by the Financial Advisory Commission (FAC) or staff regarding a need to increase taxes in La Quinta.

Council commended staff and the FAC for the well-prepared report and for the strong fiscal oversight and monitoring.

MOTION – A motion was made and seconded by Councilmembers Peña/Sanchez to receive and file Fiscal Year 2019/20 Measure G Sales Tax Compliance Report, as recommended. Motion passed unanimously.

4. RECEIVE AND FILE FISCAL YEAR 2020/21 FIRST QUARTER BUDGET REPORT

Financial Service Analyst Hallick presented the staff report, which is on file in the Clerk's Office.

Council discussed the current California state restrictions on group meetings due to COVID-19, where other states are allowing such gatherings to occur.

MOTION – A motion was made and seconded by Councilmembers Radi/Sanchez to receive and file Fiscal Year 2020/21 First Quarter Budget Report. Motion passed unanimously.

STUDY SESSION – None

PUBLIC HEARINGS – None

DEPARTMENTAL REPORTS

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

MAYOR'S AND COUNCIL MEMBERS' ITEMS

Mayor Pro Tem Peña said the La Quinta community lost Richard Heckmann and La Quinta High School 2019 valedictorian, killed in a tragic car accident; and the Council's sympathies go out to their families.

Mayor Evans said she attended the Phil Mickelson Foundation Board meeting and it was mentioned that this year's golf tournament will be held, however, fans will not be allowed to attend and there will be no concerts or any other events.

Council reached a consensus and directed staff to schedule a study session discussion on the Vista Santa Rosa Gateway Village project, consisting of commercial uses and senior congregate care facility, located at the southeast corner of Monroe Street and Airport Boulevard, in the County of Riverside and within the City's Sphere of Influence, to provide an overview of what this project entails; what the potential impacts will be on the La Quinta community; and provide a forum for La Quinta residents to provide public comment.

REPORTS AND INFORMATIONAL ITEMS

La Quinta's representative for 2020, Councilmember Fitzpatrick reported on her participation in the following organization's meeting:

- **CVAG TRANSPORTATION COMMITTEE** (*attended on behalf of Councilmember Radi*)

La Quinta's representative for 2020, Councilmember Peña reported on his participation in the following organization's meeting:

- **IID ENERGY CONSUMERS' ADVISORY COMMITTEE**

La Quinta's representative for 2020, Councilmember Radi reported on his participation in the following organization's meeting:

- **SUNLINE TRANSIT AGENCY**

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Radi/Sanchez to adjourn at 6:43 p.m. Motion passed unanimously.

Mayor Evans, on behalf of the City Council, noted the 2020 elections had the highest voter turn-out ever and commended all voters for choosing to exercise their right to vote.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

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City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED OCTOBER 30 AND NOVEMBER 6, 2020

RECOMMENDATION

Approve demand registers dated October 30 and November 6, 2020.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$ 2,238,225.87
Successor Agency of RDA	\$ -
Housing Authority	\$ 18,364.53
	<u>\$ 2,256,590.40</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for October 30 and November 6, 2020.

Warrants Issued:

203155-203206	\$ 278,270.52
203207-203207	\$ 3,544.72
203208-203291	\$ 1,567,751.59
EFT #107	\$ 73.64
Wire Transfers	\$ 168,134.11
AP Voids	\$ (4,544.72)
Payroll Tax Transfers	\$ 49,296.70
Payroll Direct Deposit	\$ 194,063.84
	<u>\$ 2,256,590.40</u>

In the amounts listed above, two checks were voided. Check #203082 was voided due to non-receipt by vendor. Check #203025 was voided due to vendor payee name.

The most significant expenditures on the demand register are:

Vendor	Account Name	Amount	Purpose
Jones Bros Construction	Construction	\$ 403,525.80	SEPT 2020 Village Complete Streets Project
Urban Habitat	Construction	\$ 354,730.44	SEPT 2020 SilverRock Venue Site
Alongi Ebenisterie ET GC INC	Buildings	\$ 348,500.00	SilverRock Mobile Structure
Southstar Engineering & Consulting INC	Construction	\$ 111,810.81	SEPT 2020 Village Complete Streets Project
Rutan & Tucker	Various	\$ 54,508.13	SEPT 2020 Legal Fees

Wire Transfers: Ten transfers totaled \$168,134. Of this amount, \$39,221 was for CalPERS and \$117,498 for PERS Health. (See Attachment 2 for a full listing).

Investment Transactions: There was no investment activity during this time period.

ALTERNATIVES

All payments were reviewed by the Finance Department for completeness, proper approvals, and if applicable, in accordance with underlying contracts. All items were properly supported; therefore, no alternatives are recommended.

Prepared by: Derrick Armendariz, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

Attachments: 1. Demand Registers
2. Wire Transfers

Demand Register

Packet: APPKT02588 - JD 10/30/20



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
ALLIED UNIVERSAL SECURITY S...	203157	09/2020 SECURITY SERVICE FOR STVR HO...	Professional Services	101-6004-60103	2,004.80
AMERICAN FORENSIC NURSES ...	203159	09/15/20 BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	55.00
ANSAFONE CONTACT CENTERS	203160	10/26/20 ANSWERING SVC PM-10	PM 10 - Dust Control	101-7006-60146	125.87
BARBARA SINATRA CHILDREN'S..	203162	09/2020 EXAM FEES LA202510079	Sexual Assault Exam Fees	101-2001-60193	231.00
BIO-TOX LABORATORIES	203164	10/13/20 BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	141.00
COACHELLA VALLEY CONSERV...	203167	08/30/20 MSHCP FEES	MSHCP Mitigation Fee	101-0000-20310	12,110.00
COACHELLA VALLEY CONSERV...	203167	08/30/20 MSHCP FEES	CVMSHCP Admin Fee	101-0000-43631	-121.10
DEPARTMENT OF ANIMAL SER...	203170	09/2020 ANIMAL SERVICES	Animal Shelter Contract Service	101-6004-60197	17,417.80
DEPARTMENT OF JUSTICE	203171	09/08/20 BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	315.00
FEDEX	203174	09/22/20 OVERNIGHT MAIL	Postage	101-1007-60470	13.26
FIRST CHOICE A/C & HEATING ...	203175	08/25/20 OLD FS #32 AC TUNE-UP	HVAC	101-3008-60667	209.00
FROSTY'S AIR CONDITIONING ...	203177	10/22/20 AC SVC-LQ PARK	Maintenance/Services	101-3008-60691	135.00
GALLS LLC	203178	09/03/20 INSPECTOR SHIRTS	Uniforms	101-7006-60690	51.12
GOVERNMENTJOBS.COM INC.	203179	12/04/20-12/04/21 NEOGOV HR SOFTWA...	Recruiting/Pre-Employment	101-1004-60129	250.00
GUARDIAN HR	203180	11/1/20 HR CONSULTING	Subscriptions & Publications	101-1004-60352	600.00
HDL COREN & CONE	203181	10/2020-12/2020 PROP TAX MGMT, AUDI...	Consultants	101-1006-60104	4,562.50
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Coronavirus Expenses	101-1007-60195	214.07
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Coronavirus Expenses	101-1007-60195	178.00
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Fire Station	101-2002-60670	15.20
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	101-3005-60431	63.14
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	101-3005-60431	20.78
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	101-3008-60431	26.58
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	101-3008-60431	23.19
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	101-3008-60431	96.79
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	101-3008-60431	19.48
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	101-3008-60431	128.31
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	101-3008-60431	197.06
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Tools/Equipment	101-3008-60432	23.54
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Maintenance/Services	101-3008-60691	44.73
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Operating Supplies	101-7003-60420	25.81
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Operating Supplies	101-7003-60420	11.35
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Operating Supplies	101-7003-60420	18.47
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Tools/Equipment	101-7003-60432	254.98
MCDOWELL AWARDS	203185	10/21/20 NAME PLATE-L.MCGINLEY	Operating Supplies	101-1005-60420	17.94
MUNIREVS INC	203186	10/2020 STVR CONTRACT SVCS	Professional Services	101-6006-60103	4,120.00
MY CONCIERGE	203187	08/21/20 REFUND BL #766468	Business Licenses	101-0000-41600	25.00
OCEAN SPRINGS TECH INC	203188	OCEAN SPRINGS TECH, INC	LQ Park Water Feature	101-3005-60554	750.00
ONTRAC	203189	09/25/20 OVERNIGHT MAIL	Postage	101-1007-60470	64.61
PWLC II, INC	203193	10/2020 GENERAL MAINT. LLMD PRJ. NO. ...	Landscape Contract	101-2002-60112	1,242.42
ROADPOST USA INC.	203195	10/23-11/22/20 EOC SATELLITE PHONES	Mobile/Cell Phones/Satellites	101-2002-61304	173.85
SOUTHWEST AQUATICS INC	203196	10/2020 CC CAMPUS LAKE MAINT	Civic Center Lake Maintenance	101-3005-60117	1,350.00
THE GAS COMPANY	203197	09/17-10/19/20 FS #32 GAS SVC	Gas - Utilities	101-2002-61100	15.78
THE GAS COMPANY	203197	09/17-10/19/20 C.H. GAS SVC	Gas - Utilities	101-3008-61100	46.01
THE GAS COMPANY	203197	09/17-10/19/20 FB POOL GAS SVC	Gas-Utilities FB Pool	101-3005-61100	15.78
THE GAS COMPANY	203197	09/17-10/19/20 WC GAS SVC	Gas - Utilities	101-3008-61100	76.25
TIME WARNER CABLE	203198	10/16-11/15/20 FS #32 CABLE	Cable - Utilities	101-2002-61400	90.07
VALLEY LOCK & SAFE	203201	10/19/20 MASTER PADLOCKS	Operating Supplies	101-7003-60420	216.37
VERIZON WIRELESS	203202	09/14-10/13/20 EOC CELL PHONES (7813)	Mobile/Cell Phones/Satellites	101-2002-61304	52.47
VINTAGE ASSOCIATES	203203	10/2020 FY 20/21 PARKS MAINT	Landscape Contract	101-3005-60112	35,764.75
VINTAGE ASSOCIATES	203203	10/20/20 PLANT REPLACEMENT	Materials/Supplies	101-3005-60431	600.00
WILLDAN	203206	07/31/20 ENG SVS PLAN CHECK SVCS	Map/Plan Checking	101-7002-60183	1,111.50
Fund 101 - GENERAL FUND Total:					85,194.53

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Packet: APPKT02588 - JD 10/30/20

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 201 - GAS TAX FUND					
DESERT REDI-MIX	203172	05/11/20 MATERIALS	Materials/Supplies	201-7003-60431	812.88
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	201-7003-60431	33.23
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	201-7003-60431	36.99
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	201-7003-60431	628.07
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	201-7003-60431	295.58
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Paint/Legends	201-7003-60433	57.34
PORTER BROTHERS	203192	DECELERATION LANE AT MARRIOTT 50% ...	Road Improvements	201-7003-72111	29,014.50
TOPS' N BARRICADES INC	203199	10/22/20 TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	205.54
TOPS' N BARRICADES INC	203199	10/22/20 TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	31.48
Fund 201 - GAS TAX FUND Total:					31,115.61
Fund: 202 - LIBRARY & MUSEUM FUND					
ALARM MONITORING SERVICE...	203156	10/25/20 LIBRARY PHONE REPAIRS	Maintenance/Services	202-3004-60691	2,136.25
FIRST CHOICE A/C & HEATING ...	203175	08/18/20 AC REPAIR-MUSEUM	HVAC	202-3006-60667	248.00
FRONTIER COMMUNICATIONS...	203176	10/13-11/12/20 MUSEUM PHONE	Telephone - Utilities	202-3006-61300	123.95
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Maintenance/Services	202-3004-60691	21.00
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Maintenance/Services	202-3006-60691	32.56
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Operating Supplies	202-3009-60420	7.74
THE GAS COMPANY	203197	09/17-10/19/20 LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	15.78
TRULY NOLEN INC	203200	11/01-10/31/21 TERMITES-LIBRARY	Pest Control	202-3004-60116	325.00
VINTAGE ASSOCIATES	203203	10/2020 FY 20/21 LIBRARY MAINT	Landscape Contract	202-3004-60112	773.50
VINTAGE ASSOCIATES	203203	10/2020 FY 20/21 MUSEUM MAINT	Landscape Contract	202-3006-60112	161.50
Fund 202 - LIBRARY & MUSEUM FUND Total:					3,845.28
Fund: 215 - LIGHTING & LANDSCAPING FUND					
CREATIVE LIGHTING & ELECTR...	203169	10/2020 LIGHTING MAINT SVC	Consultants	215-7004-60104	5,397.33
CREATIVE LIGHTING & ELECTR...	203169	10/21/20 MAINTENANCE SVCS	Maintenance/Services	215-7004-60691	267.00
CREATIVE LIGHTING & ELECTR...	203169	10/26/20 MAINTENANCE SVC	Maintenance/Services	215-7004-60691	400.50
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Supplies-Graffiti and Vandalism	215-7004-60423	23.87
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Supplies-Graffiti and Vandalism	215-7004-60423	26.15
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	215-7004-60431	37.52
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Materials/Supplies	215-7004-60431	207.80
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Tools/Equipment	215-7004-60432	200.07
PWLC II, INC	203193	10/2020 GENERAL MAINT. LLMD PRJ. NO. ...	Landscape Contract	215-7004-60112	47,424.58
VINTAGE ASSOCIATES	203203	10/2020 FY 20/21 L & L MAINT	Landscape Contract	215-7004-60112	10,085.25
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					64,070.07
Fund: 224 - TUMF FUND					
COACHELLA VALLEY ASSOC OF...	203166	08/2020 TUMF FEE	TUMF Payable to CVAG	224-0000-20320	51,245.30
Fund 224 - TUMF FUND Total:					51,245.30
Fund: 230 - CASp FUND, AB 1379					
MY CONCIERGE	203187	08/21/20 REFUND BL #766468	SB 1186 Revenue	230-0000-42130	4.00
Fund 230 - CASp FUND, AB 1379 Total:					4.00
Fund: 247 - ECONOMIC DEVELOPMENT FUND					
ACTIVITA LLC	203155	10/29/20 COVID-19 EMERG ECON RELIEF ...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	2,103.70
ACTIVITA LLC	203155	10/29/20 COVID-19 EMERG ECON RELIEF ...	CARES Small Business Rebate P...	247-0000-60520	1,666.93
AMADOR, SARAH	203158	10/29/20 COVID-19 EMERG ECON RELIEF ...	CARES Small Business Rebate P...	247-0000-60520	3,336.00
COOKING WITH CLASS	203168	10/29/20 COVID-19 EMERG ECON RELIEF ...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	3,034.57
RITA C SOTO DDS, INC	203194	10/29/20 COVID-19 EMERG ECON RELIEF ...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	2,409.67
WASHACK BROS. INC.	203205	10/29/20 COVID-19 EMERG ECON RELIEF ...	CARES Small Business Rebate P...	247-0000-60520	5,693.00
Fund 247 - ECONOMIC DEVELOPMENT FUND Total:					18,243.87
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
BENGAL ENGINEERING INC	203163	09/2020 DUNE PALMS BRIDGE LOW WAT...	Design	401-0000-60185	6,488.43
ENGINEERING RESOURCES	203173	08/26/20 WASHINGTON/WARING TRIPPLE...	Design	401-0000-60185	7,993.01
HERMANN DESIGN GROUP INC	203182	05/2020 RANCHO OCOTILLO N. LQ L&L IM...	Design	401-0000-60185	125.00
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Land Acquisition	401-0000-74010	13.43
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Land Acquisition	401-0000-74010	465.18
PLANIT REPROGRAPHICS SYST...	203191	09/22/20 CONSTRUCTION SET PLANS PRJ ...	Construction	401-0000-60188	273.18
PLANIT REPROGRAPHICS SYST...	203191	10/01/20 CONSTRUCTION SET PLANS & S...	Construction	401-0000-60188	155.31
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					15,513.54

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Packet: APPKT02588 - JD 10/30/20

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 501 - FACILITY & FLEET REPLACEMENT					
AUTOZONE	203161	07/13/20 RETURN	Parts & Maintenance Supplies	501-0000-60675	-18.00
AUTOZONE	203161	09/15/20 TRUCK SUPPLIES	Parts & Maintenance Supplies	501-0000-60675	12.09
AUTOZONE	203161	09/27/20 TRUCK SUPPLIES	Parts & Maintenance Supplies	501-0000-60675	57.71
BMW MOTORCYCLES OF RIVE...	203165	10/13/20 REPLACE TIRES/MOTOR REPAIR ...	Motorcycle Repair & Mainten...	501-0000-60679	918.06
PACIFIC MOBILE STRUCTURES, ...	203190	11/2020 PW TRAILER RENTAL W/RAMPS	Building Leases	501-0000-71032	3,088.51
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					4,058.37
Fund: 502 - INFORMATION TECHNOLOGY					
FRONTIER COMMUNICATIONS...	203176	10/10-11/09/20 C.H. INTERNET	Cable - Utilities	502-0000-61400	95.98
TIME WARNER CABLE	203198	10/10-11/09/20 C.H. FIBER (2546)	Cable - Utilities	502-0000-61400	2,079.00
TIME WARNER CABLE	203198	10/12-11/11/20 CITY YARD CABLE (4080)	Cable - Utilities	502-0000-61400	82.14
Fund 502 - INFORMATION TECHNOLOGY Total:					2,257.12
Fund: 601 - SILVERROCK RESORT					
HOME DEPOT CREDIT SERVICES	203183	08/28-09/24/20 HOME DEPOT	Repair & Maintenance	601-0000-60660	510.83
VINTAGE E & S INC	203204	09/22-09/23/20 SRR ELECTRICIAN LABOR	Repair & Maintenance	601-0000-60660	2,212.00
Fund 601 - SILVERROCK RESORT Total:					2,722.83
Grand Total:					278,270.52

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	85,194.53
201 - GAS TAX FUND	31,115.61
202 - LIBRARY & MUSEUM FUND	3,845.28
215 - LIGHTING & LANDSCAPING FUND	64,070.07
224 - TUMF FUND	51,245.30
230 - CASp FUND, AB 1379	4.00
247 - ECONOMIC DEVELOPMENT FUND	18,243.87
401 - CAPITAL IMPROVEMENT PROGRAMS	15,513.54
501 - FACILITY & FLEET REPLACEMENT	4,058.37
502 - INFORMATION TECHNOLOGY	2,257.12
601 - SILVERROCK RESORT	2,722.83
Grand Total:	278,270.52

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20310	MSHCP Mitigation Fee	12,110.00
101-0000-41600	Business Licenses	25.00
101-0000-43631	CVMSHCP Admin Fee	-121.10
101-1004-60129	Recruiting/Pre-Employe...	250.00
101-1004-60352	Subscriptions & Publicati...	600.00
101-1005-60420	Operating Supplies	17.94
101-1006-60104	Consultants	4,562.50
101-1007-60195	Coronavirus Expenses	392.07
101-1007-60470	Postage	77.87
101-2001-60174	Blood/Alcohol Testing	511.00
101-2001-60193	Sexual Assault Exam Fees	231.00
101-2002-60112	Landscape Contract	1,242.42
101-2002-60670	Fire Station	15.20
101-2002-61100	Gas - Utilities	15.78
101-2002-61304	Mobile/Cell Phones/Satell...	226.32
101-2002-61400	Cable - Utilities	90.07
101-3005-60112	Landscape Contract	35,764.75
101-3005-60117	Civic Center Lake Mainten...	1,350.00
101-3005-60431	Materials/Supplies	683.92
101-3005-60554	LQ Park Water Feature	750.00
101-3005-61100	Gas-Utilities FB Pool	15.78
101-3008-60431	Materials/Supplies	491.41
101-3008-60432	Tools/Equipment	23.54
101-3008-60667	HVAC	209.00
101-3008-60691	Maintenance/Services	179.73
101-3008-61100	Gas - Utilities	122.26
101-6004-60103	Professional Services	2,004.80
101-6004-60197	Animal Shelter Contract S...	17,417.80
101-6006-60103	Professional Services	4,120.00
101-7002-60183	Map/Plan Checking	1,111.50
101-7003-60420	Operating Supplies	272.00
101-7003-60432	Tools/Equipment	254.98
101-7006-60146	PM 10 - Dust Control	125.87
101-7006-60690	Uniforms	51.12
201-7003-60429	Traffic Control Signs	237.02
201-7003-60431	Materials/Supplies	1,806.75
201-7003-60433	Paint/Legends	57.34
201-7003-72111	Road Improvements	29,014.50
202-3004-60112	Landscape Contract	773.50
202-3004-60116	Pest Control	325.00
202-3004-60691	Maintenance/Services	2,157.25
202-3004-61100	Gas - Utilities	15.78
202-3006-60112	Landscape Contract	161.50
202-3006-60667	HVAC	248.00

Account Summary

Account Number	Account Name	Expense Amount
202-3006-60691	Maintenance/Services	32.56
202-3006-61300	Telephone - Utilities	123.95
202-3009-60420	Operating Supplies	7.74
215-7004-60104	Consultants	5,397.33
215-7004-60112	Landscape Contract	57,509.83
215-7004-60423	Supplies-Graffiti and Van...	50.02
215-7004-60431	Materials/Supplies	245.32
215-7004-60432	Tools/Equipment	200.07
215-7004-60691	Maintenance/Services	667.50
224-0000-20320	TUMF Payable to CVAG	51,245.30
230-0000-42130	SB 1186 Revenue	4.00
247-0000-60510	Small Bus.Emer. Econ. Rel...	7,547.94
247-0000-60520	CARES Small Business Reb...	10,695.93
401-0000-60185	Design	14,606.44
401-0000-60188	Construction	428.49
401-0000-74010	Land Acquisition	478.61
501-0000-60675	Parts & Maintenance Supp..	51.80
501-0000-60679	Motorcycle Repair & Main...	918.06
501-0000-71032	Building Leases	3,088.51
502-0000-61400	Cable - Utilities	2,257.12
601-0000-60660	Repair & Maintenance	2,722.83
Grand Total:		278,270.52

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	262,364.91
111205D	Design Expense	Dune Palms Bridge Imp/BRLKS-543	6,488.43
111205L	Land Acquisition	Dune Palms Bridge Imp/BRLKS-543	478.61
201603D	Design Expense	La Quinta Landscape Renovation Ir	125.00
201701D	Design Expense	Washington Street at Fred Waring	7,993.01
201722CT	Construction Expense	Fritz Burns Parks Sidewalk and Parl	155.31
202004CT	Construction Expense	Washington Street Pavement Reha	273.18
CORONAMS	Corona Materials & Supplies	Corona Virus Emergency Response	178.00
CORONANR	Corona Non Reimbursable	Corona Virus Emergency Response	214.07
Grand Total:			278,270.52



City of La Quinta

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Packet: APPKT02591 - JD 10/30/20

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
MENDOZA, MISAEALA	203207	AUG&SEP REIMBURSEMENT	Medical Insurance	101-6006-50221	3,544.72
				Fund 101 - GENERAL FUND Total:	3,544.72
				Grand Total:	3,544.72

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	3,544.72
Grand Total:	3,544.72

Account Summary

Account Number	Account Name	Expense Amount
101-6006-50221	Medical Insurance	3,544.72
Grand Total:		3,544.72

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	3,544.72
Grand Total:			3,544.72



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
RADEVA, MONIKA	107	10/28/20 NOTARY RENEWAL	Membership Dues	101-1005-60351	73.64
AIR EXCHANGE, INC	203209	10/14/20 FS #93 AIR REGULATOR SVC	Maintenance/Services	101-2002-60691	756.54
AIR EXCHANGE, INC	203210	10/14/20 FS #70 ENGINE SVC	Maintenance/Services	101-2002-60691	1,167.61
ALONGI EBENISTERIE ET GC INC	203211	11/04/20 EXHIBIT B SEC 4 INSTALLMENT 2...	Buildings	101-1007-71050	93,600.00
ALONGI EBENISTERIE ET GC INC	203212	11/04/20 EXHIBIT B SEC 5 INTERIOR DESI...	Buildings	101-1007-71050	12,600.00
ALONGI EBENISTERIE ET GC INC	203212	11/04/20 EXHIBIT B SEC 5 INTERIOR DESI...	Buildings	101-1007-71050	10,400.00
ALONGI EBENISTERIE ET GC INC	203213	11/04/20 EXHIBIT B SEC 3 INSTALLATION ...	Buildings	101-1007-71050	50,000.00
ALONGI EBENISTERIE ET GC INC	203214	11/04/20 EXHIBIT B SEC 3 INSTALLATION ...	Buildings	101-1007-71050	50,000.00
ALONGI EBENISTERIE ET GC INC	203215	11/04/20 EXHIBIT B SEC 4 INSTALLMENT 3...	Buildings	101-1007-71050	62,400.00
ALONGI EBENISTERIE ET GC INC	203216	11/04/20 EXHIBIT B SEC 5 INTERIOR DESI...	Buildings	101-1007-71050	34,500.00
ALONGI EBENISTERIE ET GC INC	203217	11/04/20 EXHIBIT B SEC 2 TRANSPORT OF...	Buildings	101-1007-71050	35,000.00
BALDWINS MANY HATS	203219	10/21/20 LOT ABATEMENT APN 773-285-...	Lot Cleaning/Gravel Program	101-6004-60120	150.00
BALDWINS MANY HATS	203219	10/28/20 LOT ABATEMENT APN 764-460-...	Lot Cleaning/Gravel Program	101-6004-60120	640.00
BALDWINS MANY HATS	203219	10/28/20 LOT ABATEMENT APN 773-285-...	Lot Cleaning/Gravel Program	101-6004-60120	295.00
COACHELLA VALLEY WATER DI...	203223	10/28/20 WATER SVC	Water - Civic Center Park - Utilit...	101-3005-61202	1,973.82
COACHELLA VALLEY WATER DI...	203223	10/28/20 WATER SVC	Water -Community Park - Utilit...	101-3005-61209	8,332.90
COACHELLA VALLEY WATER DI...	203223	10/28/20 WATER SVC	PM 10 - Dust Control	101-7006-60146	125.00
COACHELLA VALLEY WATER DI...	203223	11/04/20 WATER SVC	Water -Pioneer Park - Utilities	101-3005-61207	666.56
COACHELLA VALLEY WATER DI...	203223	10/28/20 WATER SVC	Water -Fritz Burns Park - Utiliti...	101-3005-61204	1,860.29
COACHELLA VALLEY WATER DI...	203223	10/28/20 WATER SVC	Water - Utilities	101-3008-61200	583.00
CRASH DATA GROUP INC	203227	10/30/20 ANNL' CDR SOFTWARE SUBSCRI...	Special Enforcement Funds	101-2001-60175	1,250.00
DATA TICKET, INC.	203228	09/2020 CODE CITATION PROCESSING	Administrative Citation Services	101-6004-60111	1,005.00
DEPARTMENT OF CONSERVAT...	203230	07/01-09/20/20 SEISMIC HAZARD MAPPI...	SMIP Fees Payable	101-0000-20308	1,489.57
DEPARTMENT OF CONSERVAT...	203230	07/01-09/20/20 SEISMIC HAZARD MAPPI...	SMIP Fees	101-0000-42610	-74.48
DESERT SUN PUBLISHING, LLC	203232	09/2020 PUBLICATIONS	Advertising	101-1005-60450	425.04
DESERT SUN PUBLISHING, LLC	203232	09/2020 PUBLICATIONS	Advertising	101-6002-60450	965.58
DESERT SUN PUBLISHING, LLC	203232	09/2020 PUBLICATIONS	Advertising	101-6002-60450	965.58
DISH NETWORK	203233	10/22-11/21/20 EOC CABLE	Cable - Utilities	101-2002-61400	84.65
GOVINVEST, INC	203239	09/29/20 FY 19-20 GASB 75 REPORTING-C...	Professional Services	101-1006-60103	4,000.00
GRAINGER	203240	10/20/20 C.H. HAND SOAP	Materials/Supplies	101-3008-60431	226.90
GRAINGER	203240	10/27/20 TP HOLDERS-LQ PARK	Materials/Supplies	101-3008-60431	366.06
HR GREEN PACIFIC INC	203243	09/25/20 ON-CALL ENG PLAN CHECK SVCS...	Map/Plan Checking	101-7002-60183	10,484.50
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electricity - Utilities	101-2002-61101	2,801.78
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Civic Center Park - Uti...	101-3005-61103	2,504.73
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Fritz Burns Park - Utili...	101-3005-61105	856.77
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Colonel Paige - Utiliti...	101-3005-61108	12.34
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Community Park - Util...	101-3005-61109	3,413.23
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Adams Park - Utilities	101-3005-61110	39.68
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Velasco Park - Utilities	101-3005-61111	13.55
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Eisenhower Park - Util...	101-3005-61113	23.72
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electricity - Utilities	101-3008-61101	11,783.83
INLAND FUTURES FOUNDATIO...	203245	10/08/20 CS GRANT FUNDING FY 20-21 R...	Grants & Economic Developm...	101-3001-60510	1,000.00
MADDEN FABRICATION	203248	10/28/20 COVE RESTROOMS SOLAR PANEL...	Materials/Supplies	101-3008-60431	564.00
MERCHANTS BUILDING MAINT...	203249	09/14/20 PW YARD COVID CLEANING	Janitorial	101-3008-60115	195.00
MUNIREVS INC	203251	11/2020 CONTRACT SERVICES FOR STVR P...	Professional Services	101-6006-60103	4,120.00
NAVA, FRANCISCO JIMENEZ	203252	10/26/20 EXTERIOR PAINT-FRITZ BURNS	Maintenance/Services	101-3008-60691	3,850.00
OCEAN SPRINGS TECH INC	203254	11/2020 FB POOL MAINT	Fritz Burns Pool Maintenance	101-3005-60184	1,950.00
PATTON DOOR & GATE	203256	09/21/20 FS #70 GATE SVC	Maintenance/Services	101-2002-60691	277.50
QUINN COMPANY	203259	09/15/20 RENTAL	Machinery & Equipment	101-2002-80101	628.84
QUINN COMPANY	203259	09/23/20 MAINTENANCE-WC	Machinery & Equipment	101-2002-80101	678.58
QUINN COMPANY	203259	09/23/20 MAINTENANCE-CIVIC NEW BLDG	Machinery & Equipment	101-2002-80101	459.52
QUINN COMPANY	203259	09/23/20 MAINTENANCE-CIVIC OLD BLDG	Machinery & Equipment	101-2002-80101	733.00
QUINN COMPANY	203259	09/24/20 MAINTENANCE-FS #32	Machinery & Equipment	101-2002-80101	144.90

Demand Register

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
RASA/ERIC NELSON	203260	10/23/20 REVIEW LLA 2020-0013	Map/Plan Checking	101-7002-60183	680.00
RASA/ERIC NELSON	203260	10/23/20 REVIEW LLA 2020-0010	Map/Plan Checking	101-7002-60183	480.00
RETAIL LEASE TRAC INC	203262	10/26/20 ECONOMIC DEVELOPMENT MA...	Membership Dues	101-1002-60351	750.00
RUTAN & TUCKER	203263	09/2020 LEGAL SERVICES	Attorney	101-1003-60153	51,563.57
RUTAN & TUCKER	203263	09/2020 LEGAL SERVICES	Attorney	101-1003-60153	648.00
RUTAN & TUCKER	203263	09/2020 LEGAL SERVICES	Attorney/Litigation	101-1003-60154	72.00
SECURE PRODUCTS	203265	10/08/20 DAILY CASH DEP BAGS	Office Supplies	101-1006-60400	41.31
SILVERROCK RESORT	203266	07/01-09/30/20 3RD QTR SALES USE TAX	Sales Taxes Payable	101-0000-20304	226.00
SKILL PATH SEMINARS	203267	10/28/20 VIRTUAL SEMINAR	Travel & Training	101-7006-60320	159.00
SMITH PIPE & SUPPLY CO	203268	09/30/20 MATERIALS	Materials/Supplies	101-3008-60431	345.03
SMITH PIPE & SUPPLY CO	203268	09/30/20 PIPE MATERIALS-CREDIT	Materials/Supplies	101-3008-60431	-118.36
SPARKLETTTS	203270	10/30/20 DRINKING WATER	Operating Supplies	101-7003-60420	123.16
SPARKLETTTS	203270	10/30/20 CITY-WIDE DRINKING WATER	Citywide Conf Room Supplies	101-1007-60403	164.41
STAPLES ADVANTAGE	203271	10/28/20 HAND SANITIZER	Operating Supplies	101-7003-60420	45.66
THE CHAMBER	203273	11/2020 GEM AD	Marketing & Tourism Promoti...	101-3007-60461	5,437.55
THE CHAMBER	203273	10/31/20 STATE OF THE CITY	Marketing & Tourism Promoti...	101-3007-60461	1,500.00
THE GAS COMPANY	203274	09/24-10/26/20 FS #93	Gas - Utilities	101-2002-61100	85.24
THE LOCK SHOP, INC	203275	10/29/20 MATERIALS	Materials/Supplies	101-3005-60431	20.69
THE LOCK SHOP, INC	203275	11/03/20 COVE RESTROOM	Materials/Supplies	101-3008-60431	57.67
THE LOCK SHOP, INC	203275	11/03/20 KEYS	Materials/Supplies	101-3005-60431	18.10
TIME WARNER CABLE	203277	10/16-11/15/20 FS #70 CABLE (1860)	Cable - Utilities	101-2002-61400	41.69
TIME WARNER CABLE	203277	10/24-11/23/20 FS #32 CABLE (2415)	Cable - Utilities	101-2002-61400	114.22
TOM SPRAGGE OR THERESA C...	203278	10/19/20 CITATION LQ160924 REFUND	Administrative Citations	101-0000-42700	2,000.00
TOP OF THE LINE SIGNS	203279	10/28/20 C.H. SUPPLIES	Materials/Supplies	101-3008-60431	261.00
TPX COMMUNICATIONS	203283	10/23-11/22/20 EOC PHONE LINE SVC	Telephone - Utilities	101-2002-61300	1,471.67
ULINE	203284	10/21/20 C.H. ANTIBACTERIAL SOAP	Materials/Supplies	101-3008-60431	56.11
WALTERS WHOLESALE ELECTR...	203287	10/12/20 MATERIALS	Materials/Supplies	101-3005-60431	1,066.01
WEST, JASON	203288	10/29/20 CITATION LQ160128 REFUND	Administrative Citations	101-0000-42700	1,000.00
WILLDAN	203289	10/02/20 ON-CALL TRAFFIC ENG SVCS	Contract Traffic Engineer	101-7006-60144	21,485.50
WILLIAM OR MARISSA SYDNEY	203290	10/06/20 CITATION LQ160902 REFUND	Administrative Citations	101-0000-42700	500.00
XPRESS GRAPHICS	203291	09/28/20 STVR POSTCARDS	Printing	101-6004-60410	3,252.41
XPRESS GRAPHICS	203291	09/28/20 STVR POSTCARDS	Advertising	101-6006-60450	3,252.42
Fund 101 - GENERAL FUND Total:					519,163.79

Fund: 201 - GAS TAX FUND

CRAFCO, INC	203226	06/19/20 - PPE SAFETY RECLASS TO FY 19-...	Safety Gear	201-7003-60427	-2,398.88
CRAFCO, INC	203226	06/19/20 - REVERSE CREDIT MEMO	Safety Gear	201-7003-60427	2,398.88
CRAFCO, INC	203226	06/19/20 - PPE SAFETY RECLASS FROM FY ...	Safety Gear	201-7003-60427	2,398.88
CRAFCO, INC	203226	06/19/20 - REVERSE RECLASS	Safety Gear	201-7003-60427	-2,398.88
CRAFCO, INC	203226	10/30/20 ASPHALT MATERIALS	Materials/Supplies	201-7003-60431	581.85
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electricity - Utilities	201-7003-61101	786.17
MOWERS PLUS INC	203250	10/19/20 MATERIALS	Materials/Supplies	201-7003-60431	192.60
PRAXAIR INC	203257	09/20-10/20/20 CYLINDER RENTAL	Materials/Supplies	201-7003-60431	31.61
TOPS' N BARRICADES INC	203280	09/09/20 TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	200.64
TOPS' N BARRICADES INC	203280	09/24/20 PAINT MATERIAL	Paint/Legends	201-7003-60433	215.43
TOPS' N BARRICADES INC	203280	09/29/20 PAINT MATERIALS	Paint/Legends	201-7003-60433	99.89
UNDERGROUND SERVICE ALERT	203285	11/01/20 DIG ALERT FEES	Materials/Supplies	201-7003-60431	67.75
UNDERGROUND SERVICE ALERT	203285	11/1/20 CA STATE FEE DIG ALERT	Materials/Supplies	201-7003-60431	26.13
Fund 201 - GAS TAX FUND Total:					2,202.07

Fund: 202 - LIBRARY & MUSEUM FUND

FIRST CHOICE A/C & HEATING ...	203235	10/26/20 AC REPAIR-MUSEUM	HVAC	202-3006-60667	4,977.00
FIRST CHOICE A/C & HEATING ...	203235	10/26/20 AC MAINT-MUSEUM	HVAC	202-3006-60667	951.00
FROSTY'S AIR CONDITIONING ...	203236	10/27/20 AC REPAIR-MUSEUM	HVAC	202-3006-60667	165.00
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electricity - Utilities	202-3004-61101	3,301.99
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electricity - Utilities	202-3006-61101	1,115.35
MERCHANTS BUILDING MAINT...	203249	09/02/20 LIBRARY CHILDRENS PATIO	Janitorial	202-3004-60115	325.00
PACIFIC WEST AIR CONDITION...	203255	09/29/20 AC SVC-LIBRARY	HVAC	202-3004-60667	636.00
Fund 202 - LIBRARY & MUSEUM FUND Total:					11,471.34

Fund: 215 - LIGHTING & LANDSCAPING FUND

COACHELLA VALLEY WATER DI...	203223	10/28/20 WATER SVC	Water - Medians - Utilities	215-7004-61211	12,678.14
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Demand Register

Packet: APPKT02597 - JD 11/06/20

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
COACHELLA VALLEY WATER DI...	203223	11/04/20 WATER SVC	Water - Medians - Utilities	215-7004-61211	288.96
DESERT ELECTRIC SUPPLY	203231	10/13/20 MATERIALS	Materials/Supplies	215-7004-60431	498.27
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Utilities	215-7004-61116	2,709.94
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Medians - Utilities	215-7004-61117	1,477.39
IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electric - Medians - Utilities	215-7004-61117	13.19
PWLC II, INC	203258	11/03/20 MAINT SVC	Maintenance/Services	215-7004-60691	250.00
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					17,915.89

Fund: 235 - SO COAST AIR QUALITY FUND

IMPERIAL IRRIGATION DIST	203244	10/28/20 ELECTRICITY SVC	Electricity - Utilities	235-0000-61101	215.55
Fund 235 - SO COAST AIR QUALITY FUND Total:					215.55

Fund: 241 - HOUSING AUTHORITY

CAHA, BECKY	203222	10/2020 HOUSING COMPLIANCE AND M...	Professional Services	241-9101-60103	5,750.00
RUTAN & TUCKER	203263	09/2020 LEGAL SERVICES	Attorney	241-9101-60153	2,224.56
Fund 241 - HOUSING AUTHORITY Total:					7,974.56

Fund: 247 - ECONOMIC DEVELOPMENT FUND

BEST BURGERS IN TOWN, INC	203220	11/06/20 COVID-19 EMERG ECON RELIEF-...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	5,121.31
COOKING WITH CLASS	203225	11/06/20 COVID-19 EMERG ECON RELIEF-...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	3,720.36
RED ANGEL SALON & BLOWDR...	203261	11/06/20 COVID-19 EMERG ECON RELIEF-...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	2,513.01
RED ANGEL SALON & BLOWDR...	203261	11/06/20 COVID-19 EMERG ECON RELIEF-...	CARES Small Business Rebate P...	247-0000-60520	3,307.27
SANDBAR INC.	203264	10/28/20 COVID-19 EMERG ECON RELIEF ...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	6,500.00
SUB ROSA APOTHECARY	203272	11/06/20 COVID-19 EMERG ECON RELIEF-...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	983.06
THE SKIN LOFT	203276	10/28/20 COVID-19 EMERG ECON RELIEF ...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	1,293.75
TORAKICHI RAMEN	203281	11/06/20 COVID-19 EMERG ECON RELIEF-...	Small Bus.Emer. Econ. Relief P...	247-0000-60510	1,361.06
Fund 247 - ECONOMIC DEVELOPMENT FUND Total:					24,799.82

Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS

BUNKER ENGINEERING	203221	Retention	Retention Payable	401-0000-20600	-1,896.85
BUNKER ENGINEERING	203221	10/30/20 2017-22 FB PARK SIDEWALK & P...	Construction	401-0000-60188	37,937.00
CONVERSE CONSULTANTS	203224	08/01-08/28/20 SRR WAY ST IMPROVEM...	Technical	401-0000-60108	13,217.50
CONVERSE CONSULTANTS	203224	08/01-08/28/20 SRR PARK SITE 2016-08	Technical	401-0000-60108	5,122.50
DUDEK & ASSOCIATES INC	203234	08/01-08/28/20 PALEONTOLOGICAL MON...	Technical	401-0000-60108	6,768.05
GHD INC.	203238	10/24/20 GHD VILLAGE COMPLETE STREE...	Design	401-0000-60185	7,686.25
HERMANN DESIGN GROUP INC	203242	06/2020 RANCHO OCOTILLO N. LQ L&L IM...	Design	401-0000-60185	1,240.00
JONES BROS CONSTRUCTION ...	203246	Retention	Retention Payable	401-0000-20600	-21,238.20
JONES BROS CONSTRUCTION ...	203246	2014-13 SILVERROCK WAY STREET IMPRO...	Construction	401-0000-60188	424,764.00
JTB SUPPLY CO., INC.	203247	10/27/20 ANGLE VISORS- WASH & MILES	Construction	401-0000-60188	1,749.69
SMITH PIPE & SUPPLY CO	203268	10/08/20 ROW CLEARING	Land Acquisition	401-0000-74010	99.38
SOUTHSTAR ENGINEERING & ...	203269	09/2020 LQ VILLAGE COMPLETE STREETS ...	Construction	401-0000-60188	111,810.81
URBAN HABITAT	203286	09/2020 RETENTION 2016-08 SRR PARK V...	Retention Payable	401-0000-20600	-15,401.27
URBAN HABITAT	203286	09/2020 2016-08 SILVERROCK PARK VENU...	Construction	401-0000-60188	308,025.46
URBAN HABITAT	203286	09/2020 RETENTION- RANCHO OCOTILLO	Retention Payable	401-0000-20600	-3,268.75
URBAN HABITAT	203286	09/2020 LQ LANDSCAPE IMPR - RANCHO ...	Construction	401-0000-60188	65,375.00
WALTERS WHOLESALE ELECTR...	203287	10/23/20 POWER WIRE-JEFFERSON VIDEO...	Construction	401-0000-60188	2,301.53
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					944,292.10

Fund: 501 - FACILITY & FLEET REPLACEMENT

AUTOZONE	203218	10/14/20 VEHICLE SUPPLIES	Parts & Maintenance Supplies	501-0000-60675	29.29
FUELMAN	203237	10/2020 FUEL CHARGES	Fuel & Oil	501-0000-60674	1,647.17
TOWER ENERGY GROUP	203282	10/16-10/31/20 VEHICLE FUEL	Fuel & Oil	501-0000-60674	2,453.06
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					4,129.52

Fund: 502 - INFORMATION TECHNOLOGY

ACORN TECHNOLOGY SERVICES	203208	10/2020 IT SERVICES	Consultants	502-0000-60104	24,115.00
ACORN TECHNOLOGY SERVICES	203208	11/2020 TRAFFIC INFRASTRUCTURE IT SU...	Public Works, Software Enhan...	502-0000-71048	3,137.50
HEALTHCHAMPION PARTNERS...	203241	11/2020 COVID-19 CHECK IN APP	Software Licenses	502-0000-60301	169.00
NEWEGG BUSINESS INC.	203253	10/16/20 KASPERSKY SECURITY	Software Licenses	502-0000-60301	4,370.00
TIME WARNER CABLE	203277	10/20-11/19/20 WC CABLE (1909)	Cable - Utilities	502-0000-61400	8.83
TPX COMMUNICATIONS	203283	10/23-11/22/20 EOC PHONE LINE SVC	Telephone - Utilities	502-0000-61300	2,749.78
Fund 502 - INFORMATION TECHNOLOGY Total:					34,550.11

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Packet: APPKT02597 - JD 11/06/20

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 503 - PARK EQUIP & FACILITY FUND					
DAVE BANG, INC.	203229	10/28/20 LQ PARK TUBE SLIDE	Parks	503-0000-71060	1,110.48
				Fund 503 - PARK EQUIP & FACILITY FUND Total:	1,110.48
				Grand Total:	1,567,825.23

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	519,163.79
201 - GAS TAX FUND	2,202.07
202 - LIBRARY & MUSEUM FUND	11,471.34
215 - LIGHTING & LANDSCAPING FUND	17,915.89
235 - SO COAST AIR QUALITY FUND	215.55
241 - HOUSING AUTHORITY	7,974.56
247 - ECONOMIC DEVELOPMENT FUND	24,799.82
401 - CAPITAL IMPROVEMENT PROGRAMS	944,292.10
501 - FACILITY & FLEET REPLACEMENT	4,129.52
502 - INFORMATION TECHNOLOGY	34,550.11
503 - PARK EQUIP & FACILITY FUND	1,110.48
Grand Total:	1,567,825.23

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	226.00
101-0000-20308	SMIP Fees Payable	1,489.57
101-0000-42610	SMIP Fees	-74.48
101-0000-42700	Administrative Citations	3,500.00
101-1002-60351	Membership Dues	750.00
101-1003-60153	Attorney	52,211.57
101-1003-60154	Attorney/Litigation	72.00
101-1005-60351	Membership Dues	73.64
101-1005-60450	Advertising	425.04
101-1006-60103	Professional Services	4,000.00
101-1006-60400	Office Supplies	41.31
101-1007-60403	Citywide Conf Room Suppl..	164.41
101-1007-71050	Buildings	348,500.00
101-2001-60175	Special Enforcement Funds	1,250.00
101-2002-60691	Maintenance/Services	2,201.65
101-2002-61100	Gas - Utilities	85.24
101-2002-61101	Electricity - Utilities	2,801.78
101-2002-61300	Telephone - Utilities	1,471.67
101-2002-61400	Cable - Utilities	240.56
101-2002-80101	Machinery & Equipment	2,644.84
101-3001-60510	Grants & Economic Devel...	1,000.00
101-3005-60184	Fritz Burns Pool Maintena...	1,950.00
101-3005-60431	Materials/Supplies	1,104.80
101-3005-61103	Electric - Civic Center Park...	2,504.73
101-3005-61105	Electric - Fritz Burns Park -...	856.77
101-3005-61108	Electric - Colonel Paige - U...	12.34
101-3005-61109	Electric - Community Park ...	3,413.23
101-3005-61110	Electric - Adams Park - Util...	39.68
101-3005-61111	Electric - Velasco Park - Uti...	13.55
101-3005-61113	Electric - Eisenhower Park ..	23.72
101-3005-61202	Water - Civic Center Park -...	1,973.82
101-3005-61204	Water -Fritz Burns Park - ...	1,860.29
101-3005-61207	Water -Pioneer Park - Utili...	666.56
101-3005-61209	Water -Community Park -...	8,332.90
101-3007-60461	Marketing & Tourism Pro...	6,937.55
101-3008-60115	Janitorial	195.00
101-3008-60431	Materials/Supplies	1,758.41
101-3008-60691	Maintenance/Services	3,850.00
101-3008-61101	Electricity - Utilities	11,783.83
101-3008-61200	Water - Utilities	583.00
101-6002-60450	Advertising	1,931.16
101-6004-60111	Administrative Citation Se...	1,005.00
101-6004-60120	Lot Cleaning/Gravel Progr...	1,085.00
101-6004-60410	Printing	3,252.41

Account Summary

Account Number	Account Name	Expense Amount
101-6006-60103	Professional Services	4,120.00
101-6006-60450	Advertising	3,252.42
101-7002-60183	Map/Plan Checking	11,644.50
101-7003-60420	Operating Supplies	168.82
101-7006-60144	Contract Traffic Engineer	21,485.50
101-7006-60146	PM 10 - Dust Control	125.00
101-7006-60320	Travel & Training	159.00
201-7003-60427	Safety Gear	0.00
201-7003-60429	Traffic Control Signs	200.64
201-7003-60431	Materials/Supplies	899.94
201-7003-60433	Paint/Legends	315.32
201-7003-61101	Electricity - Utilities	786.17
202-3004-60115	Janitorial	325.00
202-3004-60667	HVAC	636.00
202-3004-61101	Electricity - Utilities	3,301.99
202-3006-60667	HVAC	6,093.00
202-3006-61101	Electricity - Utilities	1,115.35
215-7004-60431	Materials/Supplies	498.27
215-7004-60691	Maintenance/Services	250.00
215-7004-61116	Electric - Utilities	2,709.94
215-7004-61117	Electric - Medians - Utiliti...	1,490.58
215-7004-61211	Water - Medians - Utilities	12,967.10
235-0000-61101	Electricity - Utilities	215.55
241-9101-60103	Professional Services	5,750.00
241-9101-60153	Attorney	2,224.56
247-0000-60510	Small Bus.Emer. Econ. Rel...	21,492.55
247-0000-60520	CARES Small Business Reb...	3,307.27
401-0000-20600	Retention Payable	-41,805.07
401-0000-60108	Technical	25,108.05
401-0000-60185	Design	8,926.25
401-0000-60188	Construction	951,963.49
401-0000-74010	Land Acquisition	99.38
501-0000-60674	Fuel & Oil	4,100.23
501-0000-60675	Parts & Maintenance Supp..	29.29
502-0000-60104	Consultants	24,115.00
502-0000-60301	Software Licenses	4,539.00
502-0000-61300	Telephone - Utilities	2,749.78
502-0000-61400	Cable - Utilities	8.83
502-0000-71048	Public Works, Software E...	3,137.50
503-0000-71060	Parks	1,110.48
	Grand Total:	1,567,825.23

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	274,216.13
111205L	Land Acquisition	Dune Palms Bridge Imp/BRLKS-543	99.38
141513CT	Construction Expense	SilverRock Way Infra/Street Impro	424,764.00
141513RP	Retention Payable	SilverRock Way Infra/Street Impro	-21,238.20
141513T	Technical Expense	SilverRock Way Infra/Street Impro	19,985.55
151603CT	Construction Expense	La Quinta Village Complete St-ATP!	111,810.81
151603D	Design Expense	La Quinta Village Complete St-ATP!	7,686.25
201603CT	Construction Expense	La Quinta Landscape Renovation Ir	65,375.00
201603D	Design Expense	La Quinta Landscape Renovation Ir	1,240.00
201603RP	Retention Payable	La Quinta Landscape Renovation Ir	-3,268.75
201608CT	Construction Expense	SilverRock Event Space	308,025.46
201608RP	Retention Payable	SilverRock Event Space	-15,401.27
201608T	Technical Expense	SilverRock Event Space	5,122.50
201722CT	Construction Expense	Fritz Burns Parks Sidewalk and Parl	37,937.00

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
201722RP	Retention Payable	Fritz Burns Parks Sidewalk and Parl	-1,896.85
201806E	SilverRock Event Modular Building E...	SilverRock Event Space Modular Bt	348,500.00
2021TMICT	Construction Expense	FY20/21 Traffic Maintenance Impr	4,051.22
CORONANR	Corona Non Reimbursable	Corona Virus Emergency Response	817.00
	Grand Total:	1,567,825.23	



City of La Quinta

Payment Reversal Register

APPKT02590 - CM 10/29/2020

Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNKBOW - APBNK- BOW

Vendor Number	Vendor Name				Total Vendor Amount
02683	MENDOZA, MISAELA				-3,544.72
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	203082	10/16/2020	10/29/2020	10/29/2020	-3,544.72
Payable Number:	Description	Payable Date	Due Date		Payable Amount
101620-R	AUG&SEP REIMBURSEMENT	10/16/2020	10/16/2020		3,544.72

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNKBOW	-3,544.72	0.00	-3,544.72
Report Total:	-3,544.72	0.00	-3,544.72

Payment Reversal Register

APPKT02594 - JD 11/03/20



City of La Quinta

Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNKBOW - APBNK- BOW

Vendor Number	Vendor Name				Total Vendor Amount
09172	KVCR EDUCATIONAL FOUNDATION C/O KVCR TV				-1,000.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	203025	10/09/2020	11/03/2020	11/03/2020	-1,000.00
Payable Number:	Description	Payable Date	Due Date		Payable Amount
100820	10/08/20 - CS GRANT FUNDING FY 20-21 ROUND 1	10/08/2020	10/09/2020		1,000.00

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNKBOW	-1,000.00	0.00	-1,000.00
Report Total:	-1,000.00	0.00	-1,000.00

City of La Quinta

ATTACHMENT 2

Bank Transactions 10/24 – 11/06/2020

Wire Transaction

Listed below are the wire transfers from 10/24 – 11/06/2020

Wire Transfers:

10/27/2020 - WIRE TRANSFER - LQCEA	\$	459.00
10/27/2020 - WIRE TRANSFER - ICMA	\$	4,525.29
10/29/2020 - WIRE TRANSFER - PERS	\$	333.52
10/30/2020 - WIRE TRANSFER - PERS	\$	18,611.57
10/30/2020 - WIRE TRANSFER - PERS	\$	14,789.99
10/30/2020 - WIRE TRANSFER - PERS	\$	5,486.41
10/30/2020 - WIRE TRANSFER - ICMA	\$	4,416.96
11/05/2020 - WIRE TRANSFER - AMERICAN FIDELITY	\$	1,196.80
11/05/2020 - WIRE TRANSFER - TEXAS LIFE INS	\$	816.60
11/06/2020 - WIRE TRANSFER - PERS HEALTH	\$	117,497.97
TOTAL WIRE TRANSFERS OUT	\$	<u>168,134.11</u>

[Click HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION GRANTING CONDITIONAL APPROVAL OF FINAL TRACT MAP NO. 37959-R AND 37960-R, REVERSION TO ACREAGE, LOCATED SOUTH OF AVENUE 60 AND EAST OF MONROE STREET

RECOMMENDATION

Adopt resolution granting conditional approval of Final Tract Map 37959-R and 37960-R, reversion to acreage consolidating Tract Map 31732 and 31733, located south of Avenue 60 and east of Monroe Street; and direct staff to release all securities associated with Tract Map 31732 and 31733.

EXECUTIVE SUMMARY

- VTL Palizada, LLC (Owner) requests conditional approval of two reversion to acreage maps consolidating the previously approved Tract Map 31732 and 31733 for the Bellaseno residential development back to an un-subdivided state.
- This is a ministerial action that occurs when the conditions of approval are satisfied. Obtaining signatures on the final maps is the only outstanding item. The Owner has 30 days to complete this item.

FISCAL IMPACT - None

BACKGROUND/ANALYSIS

Bellaseno is a residential development located south of Avenue 60 and east of Monroe Street (Attachment 1). Tentative Tract Map 37959-R and 37960-R were approved by Director's decision at a duly noticed public hearing held on September 29, 2020.

The reversion to acreage maps would nullify rights and obligations effected by Tract Map 31732 and 31733, including financial obligations being incurred by the Owner. Securities associated with Tract Map 31732 and 31733 will be released when the reversion to acreage maps are recorded.

The Final Tract Map 37959-R and 37960-R (Attachment 2) has passed technical review by the City Surveyor. The Owner seeks conditional approval

of the Final Tract Maps. Thereafter, the Owner has 30 days to obtain all necessary signatures on the map. If the Developer fails to obtain all necessary signatures within 30 days, the map will be rescheduled for Council consideration only after all items are complete.

ALTERNATIVES

Council could deny conditional approval and require the Owner to complete all items; however, this would unnecessarily delay development, thus, not recommended.

Prepared by: Amy Yu, Associate Engineer

Approved by: Bryan McKinney, P.E., Public Works Director / City Engineer

Attachments: 1. Vicinity Map
2. Tract Map 37959-R and 37960-R

RESOLUTION NO. 2020 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, GRANTING CONDITIONAL APPROVAL OF FINAL TRACT MAP NO. 37959-R AND 37960-R, AND AUTHORIZING A TIME EXTENSION FOR SATISFACTORY COMPLETION OF THE CONDITIONAL REQUIREMENTS TO VALIDATE THE APPROVAL

WHEREAS, Tentative Tract Map No. 37959-R and 37960-R were approved by Director's decision at a duly noticed public hearing held on September 29, 2020, as permitted under the Subdivision Map Act, subject to conditions of approval; and

WHEREAS, the City Council conducts only two regular meetings per month and the time interval between these meetings occasionally creates an undue hardship for business enterprises and individuals seeking approval of subdivision maps; and

WHEREAS, the City Council, as a matter of policy, allows a subdivider to have City staff present a map for consideration of approval when the requisite items necessary for a final map approval are nearly, but not completely, finished; thus, yielding to the subdivider additional production time for preparation of those items; and

WHEREAS, the subdivider has demonstrated to City staff and the City Council that it has made sufficient progress with items required for final map approval, and it is reasonable to expect the subdivider to satisfactorily complete the items, including City staff review time, within thirty (30) days without adversely impacting other ongoing work commitments of City staff; and

WHEREAS, Section 66458(b) of the Subdivision Map Act grants the City Council broad authority to authorize time extensions regarding final map approval, or disapproval, upon receiving it for consideration; and

WHEREAS, the City Council relies on City staff to review all required items for conformance with relevant requirements, and it is therefore appropriate for the City Council to approve the final map subject to review and confirmation of the required items by City staff within a reasonable period of time.

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

SECTION 1. The Final Tract Map 37959-R and 37960-R is conditionally approved provided the subdivider submits all required item(s) on or before December 17, 2020.

SECTION 2. The City Council's approval of the final map shall not be considered valid until the City Engineer has signed the map indicating that it conforms to the tentative tract map, the Subdivision Map Act, and all ordinances of the City.

SECTION 3. The City Engineer shall withhold his signature from the map until the subdivider has completed the following requirement and any other requirements not expressly described here to the City Engineer's satisfaction:

A. Finalize the final tract map and obtain all necessary signatures

SECTION 4. The City Clerk shall withhold affixing the City Seal to the map title page, along with her attesting signature, until the City Engineer has signed the map.

SECTION 5. The time extension for satisfying the requirements of the conditional approval for this final map shall expire when City offices close for regular business on December 17, 2020. If the subdivider has not satisfied the requirements in Section 3, herein, by the expiration deadline, the final map shall be considered disapproved. Disapproval does not deny any rights the subdivider may have under the Subdivision Map Act to resubmit the final map for approval, or disapproval.

PASSED, APPROVED and ADOPTED at a regular meeting of the La Quinta City Council held on this 17th day of November 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2020-
Conditional Approval of Tract Map No. 37959-R and 37960-R
Adopted: November 17, 2020
Page 3 of 3

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

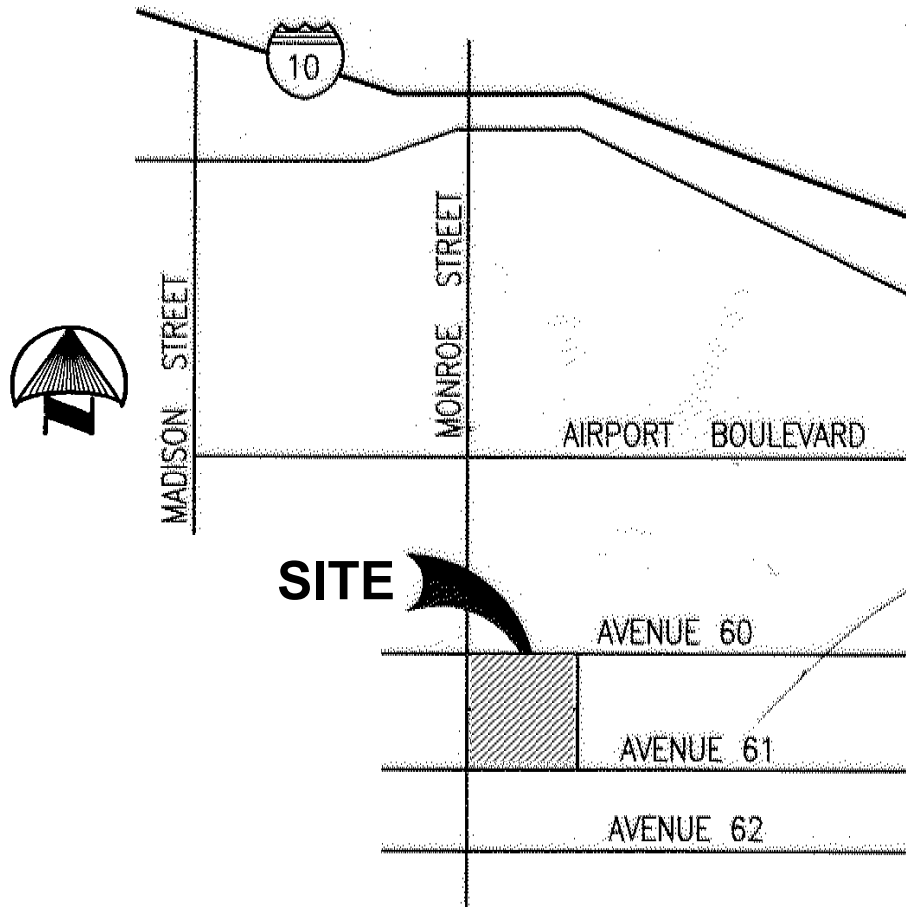
(CITY SEAL)

APPROVED AS TO FORM:

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

[Click HERE to Return to Agenda](#)

TRACT MAP NO. 37959-R AND 37960-R



VICINITY MAP

NOT TO SCALE

[Click HERE to Return to Agenda](#)

IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 3 SHEETS

TRACT MAP NO. 37959-R

BEING A REVERSION TO ACREAGE OF LOTS 1 THROUGH 12, INCLUSIVE, 14 THROUGH 196, INCLUSIVE, LETTERED LOTS "A" THROUGH "Z", INCLUSIVE AND "AA" THROUGH "QQ", INCLUSIVE, AS SHOWN BY AMENDMENT NO. 2 TRACT MAP NO. 31732, AS FILED IN BOOK 456, PAGES 97 THROUGH 106, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING JULY, 2020 DARYL J. CHRISTIAN L.S. 8554

RECORDER'S STATEMENT

FILED THIS ... DAY OF ... 20... AT ... M. IN BOOK ... OF MAPS, AT PAGE ... AT THE REQUEST OF THE CITY CLERK OF THE CITY OF LA QUINTA NO. ... FEE ... PETER ALDANA, COUNTY ASSESSOR - CLERK - RECORDER BY: ... DEPUTY SUBDIVISION GUARANTEE BY: FIRST AMERICAN TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE REVERSION TO ACREAGE SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS REVERSION TO ACREAGE MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: AN EASEMENT OVER LOT A (MONROE STREET) AND LOT B (AVENUE 60), AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES IN FAVOR OF THE CITY OF LA QUINTA, AS A CONDITION OF DEDICATION OF LOTS A AND B THE OWNER OF LOT 1 ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE 87.50 FOOT WIDE ACCESS OPENING, AS SHOWN HEREON, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS.

VTL PALIZADA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: VC PALIZADA INVESTORS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ITS: MANAGER BY: ... NAME: ... ITS: ...

NOTARY ACKNOWLEDGMENT: SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF VTL PALIZADA, LLC, IN JUNE, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF RECORDATION; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: ..., 20...

DARYL J. CHRISTIAN L.S. 8554 EXP. 12/31/20



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 37959-R, CONSISTING OF THREE (3) SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: ..., 20...

ERIC A. NELSON P.L.S. 5563 EXP. 9/30/21 ACTING CITY SURVEYOR

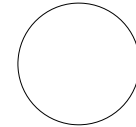


CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 37959-R, CONSISTING OF THREE (3) SHEETS, THAT THE REVERSION TO ACREAGE SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: ..., 201...

BRYAN MCKINNEY, R.C.E. NO. 49418 EXP. 9/30/2022 CITY ENGINEER, CITY OF LA QUINTA



CITY CLERK'S STATEMENT

I, MONIKA RADEVA, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE ... DAY OF ..., 2020, APPROVED THE WITHIN MAP OF TRACT MAP NO. 37959-R; AND ACCEPTED THE DEDICATION OF LOT A (MONROE STREET) AND LOT B (AVENUE 60) FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES.

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE EASEMENTS WITHIN LOT 1, FOR PUBLIC UTILITIES, INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES, OPEN SPACE, SIDEWALK AND RECREATIONAL PURPOSES, SHOWN ON AMENDMENT NO. 2, TRACT NO. 31732, M.B. 456/97-106, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

DATED: ...

MONIKA RADEVA CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL CITY OF LA QUINTA

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$...

JON CHRISTENSEN COUNTY TAX COLLECTOR DATE: ... DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$... HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: ... CASH OR SURETY TAX BOND JON CHRISTENSEN COUNTY TAX COLLECTOR BY: ... DEPUTY

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT UNDER THE AUTHORITY GRANTED TO ME BY THE BOARD OF DIRECTORS OF THE IMPERIAL IRRIGATION DISTRICT, PER RESOLUTION NO. 15-90, DATED MARCH 22, 1990, THAT I ACCEPT ON BEHALF OF SAID DISTRICT, ITS SUCCESSORS OR ASSIGNS, THE ABANDONMENT OF EASEMENTS FOR ELECTRICAL POWER FACILITIES.

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS REVERSION TO ACREAGE MAP, SHALL CONSTITUTE ABANDONMENT OF THE EASEMENTS WITHIN LOT 1, FOR THE EXCAVATION, LAYING, CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, INSPECTION, REPAIR, REPLACEMENT, AND REMOVAL OF ELECTRICAL WIRES, CABLES, DUCTS, SUPPORTS, FIXTURES, FACILITIES AND APPURTENANCES, WITH THE RIGHT OF INGRESS AND EGRESS OVER AND WITHIN SAME FOR MAINTENANCE, OPERATION AND EMERGENCY VEHICLES, PER AMENDMENT NO. 2, TRACT MAP NO. 31732, M.B. 456/97-106, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

DATED: ... BY: HAROLD WALK SUPERVISOR, REAL ESTATE SECTION IMPERIAL IRRIGATION DISTRICT

ABANDONMENT NOTE:

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS REVERSION TO ACREAGE MAP, SHALL CONSTITUTE ABANDONMENT OF THOSE EASEMENTS, LYING WITHIN THE BOUNDARY OF LOT 1 OF THIS MAP, SHOWN AS EASEMENT NOTES [1] THROUGH [10] ON AMENDMENT NO. 2, TRACT MAP NO. 31732, ON FILE IN BOOK 456, PAGES 97 THROUGH 106, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

THE EASEMENTS BEING ABANDONED ARE NOT SHOWN ON THIS MAP.

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 2

TRACT MAP NO. 37959-R

BEING A REVERSION TO ACREAGE OF LOTS 1 THROUGH 12, INCLUSIVE, 14 THROUGH 196, INCLUSIVE, LETTERED LOTS "A" THROUGH "Z", INCLUSIVE AND "AA" THROUGH "QQ", INCLUSIVE, AS SHOWN BY AMENDMENT NO. 2 TRACT MAP NO. 31732, AS FILED IN BOOK 456, PAGES 97 THROUGH 106, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING

JULY, 2020

DARYL J. CHRISTIAN L.S. 8554

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOTARY ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____

A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF OFFICER MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

PRINT NAME MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED.

EASEMENT FOR WATER PIPE LINES AND INCIDENTAL PURPOSES, IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDED DECEMBER 22, 1949 IN BOOK 1133, PAGE 342 OF OFFICIAL RECORDS.

EASEMENT FOR PUBLIC ROADWAY PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, DATED JANUARY 9, 1901 AND RECORDED APRIL 17, 1959, AS INSTRUMENT NO. 32692, OF OFFICIAL RECORDS.

EASEMENT TO BUILD AND MAINTAIN AN UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED FEBRUARY 17, 2005 AS INSTRUMENT NO. 2005-0130818, OF OFFICIAL RECORDS.

EASEMENT FOR UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED JUNE 30, 2005 AS INSTRUMENT NO. 2005-0523303 OF OFFICIAL RECORDS.

EASEMENT FOR IRRIGATION PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED MARCH 27, 2007 AS INSTRUMENT NO. 2007-0207537 OF OFFICIAL RECORDS.

EASEMENT NOTES:

1 EASEMENT FOR WATER PIPELINES, IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDED DECEMBER 22, 1949 AS INSTRUMENT NO. 2824, IN BOOK 1133, PAGE 342 OF OFFICIAL RECORDS.

2 EASEMENT FOR PUBLIC ROADWAY PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, DATED JANUARY 9, 1901 AND RECORDED APRIL 17, 1959, AS INSTRUMENT NO. 32692, OF OFFICIAL RECORDS.

3 EASEMENT TO BUILD AND MAINTAIN AN UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED FEBRUARY 17, 2005 AS INSTRUMENT NO. 2005-0130818, OF OFFICIAL RECORDS

4 EASEMENT FOR UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED JUNE 30, 2005 AS INSTRUMENT NO. 2005-0523303, OF OFFICIAL RECORDS.

5 EASEMENT FOR UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED MARCH 27, 2007 AS INSTRUMENT NO. 2007-207537, OF OFFICIAL RECORDS.

TRACT MAP NO. 37959-R

BEING A REVERSION TO ACREAGE OF LOTS 1 THROUGH 12, INCLUSIVE, 14 THROUGH 196, INCLUSIVE, LETTERED LOTS "A" THROUGH "Z", INCLUSIVE AND "AA" THROUGH "QQ", INCLUSIVE, AS SHOWN BY AMENDMENT NO. 2 TRACT MAP NO. 31732, AS FILED IN BOOK 456, PAGES 97 THROUGH 106, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

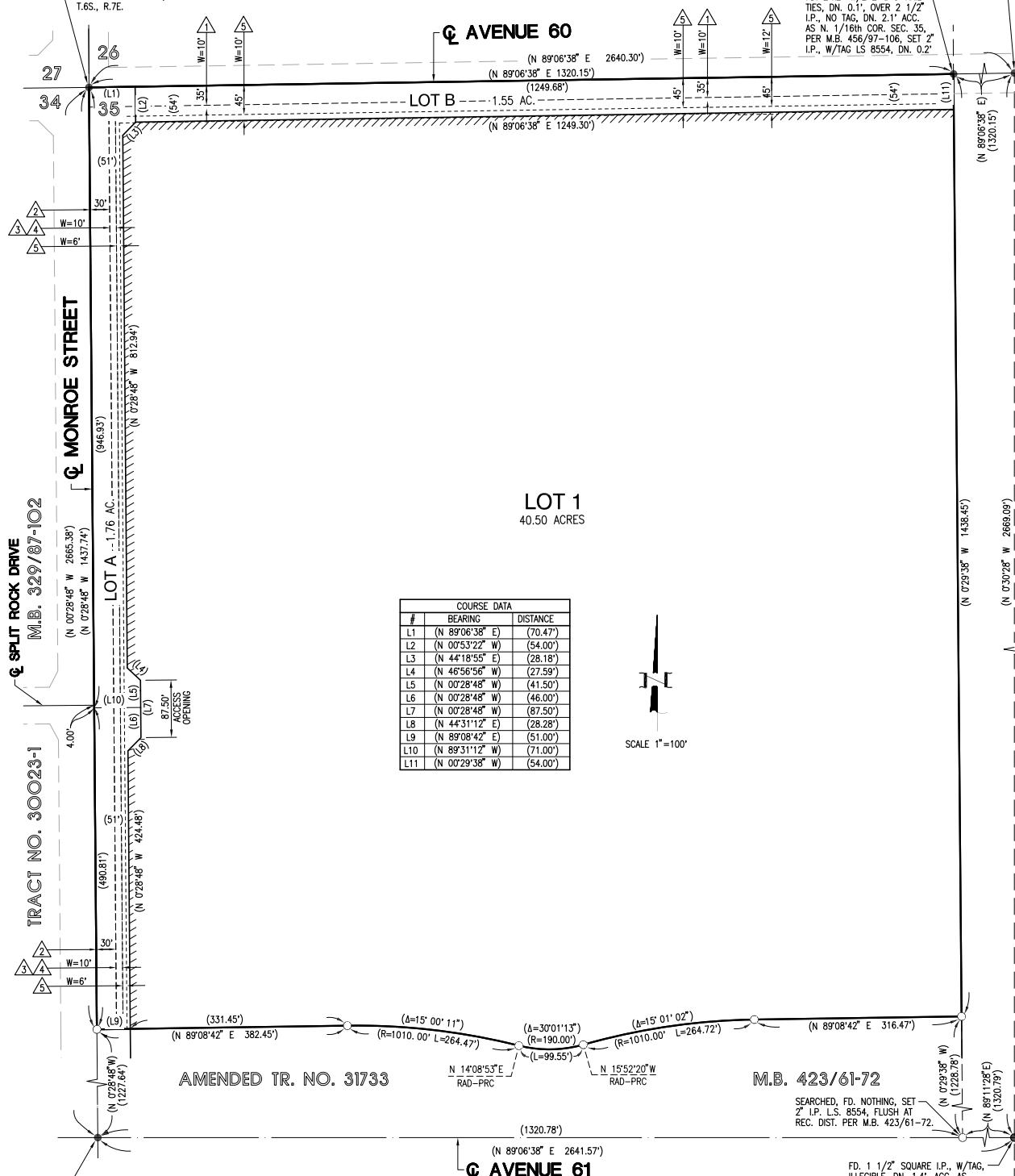
MDS CONSULTING JULY, 2020 DARYL J. CHRISTIAN L.S. 8554

FD. 3" BRASS DISK, AS SHOWN, DN. 1.5" PER R.S. 111/95, C.R. 89-312 AND M.B. 456/97-106, ACC. AS NW CORNER, SECTION 35 T.6S., R.7E.

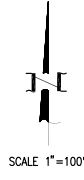


FD. 3" BRASS DISK, AS SHOWN, DN. 2.3" PER R.S. 84/4-6, C.R. 89-312 AND M.B. 456/97-106, ACC. AS N. 1/4 CORNER, SEC. 35, T.6S., R.7E.

FD. 2" x 2" W/2 2-d C-NAIL TIES, DN. 0.1" OVER 2 1/2" I.P. NO TAG, DN. 2.1" ACC. AS N. 1/16th COR. SEC. 35, PER M.B. 456/97-106, SET 2" I.P., W/TAG LS 8554, DN. 0.2"



COURSE DATA		
#	BEARING	DISTANCE
L1	(N 89°06'38" E)	(70.47')
L2	(N 00°53'22" W)	(54.00')
L3	(N 44°18'55" E)	(28.18')
L4	(N 46°56'56" W)	(27.59')
L5	(N 00°28'48" W)	(41.50')
L6	(N 00°28'48" W)	(46.00')
L7	(N 00°28'48" W)	(87.50')
L8	(N 44°31'12" E)	(28.28')
L9	(N 89°08'42" E)	(51.00')
L10	(N 89°31'12" W)	(71.00')
L11	(N 00°29'38" W)	(54.00')



SURVEYOR'S NOTES

- - INDICATES FOUND MONUMENTS AS NOTED.
 - - INDICATES SET 1" I.P. TAGGED L.S. 8554, ALONG TRACT BOUNDARY
 - () - INDICATES RECORD BOUNDARY DATA PER M.B. 456/97-106, UNLESS OTHERWISE NOTED.
 - /// - INDICATES RESTRICTED ACCESS RIGHTS
- THIS TRACT MAP CONTAINS 1 NUMBERED LOT, AND 2 LETTERED LOTS.
THIS TRACT MAP CONTAINS 43.81 ACRES.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER, OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 7 EAST, S.B.M. BEING NORTH 0°28'48" WEST, PER AMENDMENT NO. 2 TRACT MAP NO. 31732, M.B. 456/97-106.

SEARCHED, FD. NOTHING, SET 2" I.P. L.S. 8554, FLUSH AT REC. DIST. PER M.B. 423/61-72.

FD. 1 1/2" SQUARE I.P., W/TAG, ILLEGIBLE, DN. 1.4", ACC. AS CENTER OF SEC. 35, PER R.S. 84/4-6 AND M.B. 423/61-72.

TRACT MAP NO. 37960-R

BEING A REVERSION TO ACREAGE OF LOTS 1 THROUGH 125, TOGETHER WITH LETTERED LOTS A THROUGH O, INCLUSIVE AND Q THROUGH CC, INCLUSIVE, AS SHOWN BY AMENDED TRACT MAP NO. 31733, AS FILED IN BOOK 423, PAGES 61 THROUGH 72, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING JULY, 2020 DARYL J. CHRISTIAN L.S. 8554

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____
AT _____ M. IN BOOK _____ OF MAPS,
AT PAGE _____ AT THE REQUEST OF THE
CITY CLERK OF THE CITY OF LA QUINTA
NO. _____
FEE _____
PETER ALDANA, COUNTY ASSESSOR -
CLERK - RECORDER
BY: _____ DEPUTY
SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE REVERSION TO ACREAGE SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS REVERSION TO ACREAGE MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

AN EASEMENT OVER LOT A (MONROE STREET) AND LOT B (AVENUE 61), AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES IN FAVOR OF THE CITY OF LA QUINTA, AS A CONDITION OF DEDICATION OF LOTS A AND B THE OWNERS OF LOT 1 ABUTTING THESE HIGHWAYS AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ALSO EXCEPTING ONE 40.00 FOOT WIDE ACCESS OPENING, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

ACCESS EASEMENT LYING WITHIN LOT 1, DESIGNATED AS "20.00 FOOT WIDE CVWD ACCESS EASEMENT", AS SHOWN HEREON.

THESE DEDICATIONS ARE FOR ACCESS PURPOSES IN FAVOR OF COACHELLA VALLEY WATER DISTRICT. VALLEY WATER DISTRICT. THE EASEMENT SO DEDICATED INCLUDE THE RIGHT TO ENTER UPON SAID LANDS.

COACHELLA VALLEY WATER DISTRICT WILL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS WITHIN SAID SAID EASEMENT IN THE EVENT THAT OPERATION AND MAINTENANCE ACTIVITIES RESULT IN DAMAGE OR REMOVAL OF SAID IMPROVEMENTS.

VTL PALIZADA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: VC PALIZADA INVESTORS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____
NAME: _____
ITS: _____

NOTARY ACKNOWLEDGMENT SEE SHEET 2

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

JON CHRISTENSEN DATE: _____
COUNTY TAX COLLECTOR
DEPUTY

TAX BOND CERTIFICATE

~~I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.~~

~~DATE: _____
CASH OR SURETY TAX BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR~~

BY: _____ DEPUTY

ABANDONMENT NOTE:

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS REVERSION TO ACREAGE MAP, SHALL CONSTITUTE ABANDONMENT OF THOSE EASEMENTS, LYING WITHIN THE BOUNDARY OF LOT 1 OF THIS MAP, SHOWN AS EASEMENT NOTES [1] THROUGH [4] ON AMENDED TRACT MAP NO. 31733, ON FILE IN BOOK 423, PAGES 61 THROUGH 72, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

- [1] VARIABLE WIDTH EASEMENTS FOR PUBLIC UTILITY PURPOSES, DEDICATED TO IMPERIAL IRRIGATION DISTRICT AS SHOWN ON AMENDED TRACT MAP NO. 31733, M.B. 423/61-72.
- [2] VARIABLE WIDTH EASEMENTS FOR PUBLIC UTILITY, INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES, DEDICATED TO THE CITY OF LA QUINTA, AS SHOWN ON AMENDED TRACT MAP NO. 31733, M.B. 423/61-72.
- [3] VARIABLE WIDTH EASEMENTS FOR PUBLIC UTILITY PURPOSES, DEDICATED TO THE CITY OF LA QUINTA, AS SHOWN ON AMENDED TRACT MAP NO. 31733, M.B. 423/61-72.
- [4] VARIABLE WIDTH EASEMENTS FOR OPEN SPACE, SIDEWALK RECREATION AND PUBLIC UTILITY PURPOSES, DEDICATED TO THE CITY OF LA QUINTA, AS SHOWN ON AMENDED TRACT MAP NO. 31733, M.B. 423/61-72.

THE EASEMENTS BEING ABANDONED ARE NOT SHOWN ON THIS MAP.

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF VTL PALIZADA, LLC, IN JUNE, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF RECORDATION; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: _____, 20____

DARYL J. CHRISTIAN L.S. 8554 EXP. 12/31/20



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 37960-R, CONSISTING OF FOUR (4) SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: _____, 20____

ERIC A. NELSON P.L.S. 5563 EXP. 9/30/21
ACTING CITY SURVEYOR

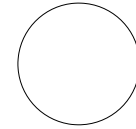


CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 37960-R, CONSISTING OF FOUR (4) SHEETS, THAT THE REVERSION TO ACREAGE SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____, 20____

BRYAN MCKINNEY, R.C.E. NO. 49418 EXP. 9/30/2022
CITY ENGINEER, CITY OF LA QUINTA



CITY CLERK'S STATEMENT

I, MONIKA RADEVA, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, APPROVED THE WITHIN MAP OF TRACT MAP NO. 37960-R; AND ACCEPTED THE DEDICATION OF LOT A (MONROE STREET) AND LOT B (AVENUE 61) FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENTS, AND ACCEPTED THE ABUTTER'S RIGHTS OF ACCESS.

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE EASEMENTS WITHIN AMENDED TRACT NO. 31733 FOR PUBLIC UTILITIES, INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES, OPEN SPACE, SIDEWALK AND RECREATIONAL PURPOSES, SHOWN ON AMENDED TRACT NO. 31733, M.B. 423/61-72, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

DATED: _____

MONIKA RADEVA
CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL
CITY OF LA QUINTA

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT UNDER THE AUTHORITY GRANTED TO ME BY THE BOARD OF DIRECTORS OF THE IMPERIAL IRRIGATION DISTRICT, PER RESOLUTION NO. 15-90, DATED MARCH 22, 1990, THAT I ACCEPT ON BEHALF OF SAID DISTRICT, ITS SUCCESSORS OR ASSIGNS, THE ABANDONMENT OF EASEMENTS FOR ELECTRICAL POWER FACILITIES.

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS REVERSION TO ACREAGE MAP, SHALL CONSTITUTE ABANDONMENT OF THE EASEMENTS WITHIN LOT 1, FOR THE EXCAVATION, LAYING, CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, INSPECTION, REPAIR, REPLACEMENT, AND REMOVAL OF ELECTRICAL WIRES, CABLES, DUCTS, SUPPORTS, FIXTURES, FACILITIES AND APPURTENANCES, WITH THE RIGHT OF INGRESS AND EGRESS OVER AND WITHIN SAME FOR MAINTENANCE, OPERATION AND EMERGENCY VEHICLES, PER AMENDED TRACT NO. 31733, M.B. 423/61-72, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

DATED: _____ BY: HAROLD WALK
SUPERVISOR, REAL ESTATE SECTION
IMPERIAL IRRIGATION DISTRICT

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT UNDER AUTHORITY GRANTED TO ME BY RESOLUTION NO. 2015-23, DATED FEBRUARY 10, 2015, I ACCEPT ON BEHALF OF COACHELLA VALLEY WATER DISTRICT THE DEDICATION OF EASEMENTS FOR ACCESS PURPOSES AS OFFERED HEREON.

DATED: _____ BY: J.M. BARRETT, GENERAL MANAGER
COACHELLA VALLEY WATER DISTRICT

TRACT MAP NO. 37960-R

BEING A REVERSION TO ACREAGE OF LOTS 1 THROUGH 125, TOGETHER WITH LETTERED LOTS A THROUGH O, INCLUSIVE AND Q THROUGH CC, INCLUSIVE, AS SHOWN BY AMENDED TRACT MAP NO. 31733, AS FILED IN BOOK 423, PAGES 61 THROUGH 72, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING JULY, 2020 DARYL J. CHRISTIAN L.S. 8554

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOTARY ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____

A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF OFFICER MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

PRINT NAME MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED.

EASEMENT FOR WATER PIPE LINES AND INCIDENTAL PURPOSES, IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDED DECEMBER 22, 1949 IN BOOK 1133, PAGE 342 OF OFFICIAL RECORDS.

EASEMENT FOR PUBLIC ROADWAY PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, DATED JANUARY 9, 1901 AND RECORDED APRIL 17, 1959, AS INSTRUMENT NO. 32692, OF OFFICIAL RECORDS.

EASEMENT TO BUILD AND MAINTAIN AN UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED FEBRUARY 17, 2005 AS INSTRUMENT NO. 2005-0130818, OF OFFICIAL RECORDS.

EASEMENT FOR UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED JUNE 30, 2005 AS INSTRUMENT NO. 2005-0523303 OF OFFICIAL RECORDS.

EASEMENT FOR IRRIGATION PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED MARCH 27, 2007 AS INSTRUMENT NO. 2007-0207537 OF OFFICIAL RECORDS.

EASEMENT FOR DOMESTIC WATER AND SANITATION AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED SEPTEMBER 16, 2016 AS INSTRUMENT NO. 2016-0402962, OF OFFICIAL RECORDS.

EASEMENT FOR RIGHT OF WAY, PUBLIC STREET, UTILITY, ANCILLARY USES AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF LA QUINTA, RECORDED AUGUST 9, 2017, AS INSTRUMENT NO. 2017-0327119, OF OFFICIAL RECORDS.

EASEMENT NOTES:

1 EASEMENT FOR WATER PIPELINES, IN FAVOR OF THE UNITED STATES OF AMERICA, RECORDED DECEMBER 22, 1949 AS INSTRUMENT NO. 2824, IN BOOK 1133, PAGE 342 OF OFFICIAL RECORDS.

2 EASEMENT FOR PUBLIC ROADWAY PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, DATED JANUARY 9, 1901 AND RECORDED APRIL 17, 1959, AS INSTRUMENT NO. 32692, OF OFFICIAL RECORDS.

3 EASEMENT TO BUILD AND MAINTAIN AN UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED FEBRUARY 17, 2005 AS INSTRUMENT NO. 2005-0130818, OF OFFICIAL RECORDS

4 EASEMENT FOR UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED JUNE 30, 2005 AS INSTRUMENT NO. 2005-0523303, OF OFFICIAL RECORDS.

5 EASEMENT FOR UNDERGROUND PIPELINE AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED MARCH 27, 2007 AS INSTRUMENT NO. 2007-207537, OF OFFICIAL RECORDS.

6 EASEMENT FOR DOMESTIC WATER AND SANITATION AND INCIDENTAL PURPOSES, IN FAVOR OF COACHELLA VALLEY WATER DISTRICT, RECORDED SEPTEMBER 16, 2016, AS INSTRUMENT NO. 2016-0402962, OF OFFICIAL RECORDS.

7 EASEMENT FOR RIGHT OF WAY, PUBLIC STREET, UTILITY, ANCILLARY USES AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF LA QUINTA, RECORDED AUGUST 9, 2017, AS INSTRUMENT NO. 2017-0327119, OF OFFICIAL RECORDS.

1 20.00 FOOT WIDE EASEMENT DEDICATED TO COACHELLA VALLEY WATER DISTRICT, FOR ACCESS PURPOSES, AS SHOWN HEREON.

TRACT MAP NO. 37960-R

BEING A REVERSION TO ACREAGE OF LOTS 1 THROUGH 125, TOGETHER WITH LETTERED LOTS A THROUGH O, INCLUSIVE AND Q THROUGH CC, INCLUSIVE, AS SHOWN BY AMENDED TRACT MAP NO. 31733, AS FILED IN BOOK 423, PAGES 61 THROUGH 72, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING JULY, 2020 DARYL J. CHRISTIAN L.S. 8554

SURVEYOR'S NOTES

- - INDICATES FOUND MONUMENTS AS NOTED.
- ▲ - INDICATES FD. 1" I.P. TAGGED L.S. 8554, SET PER TRACT NO. 37959-R, M.B. _____
- - INDICATES 1" I.P. TAGGED L.S. 8554, TO BE SET ALONG TRACT BOUNDARY.

SURVEYOR'S NOTES CONTINUED

- () - INDICATES RECORD BOUNDARY DATA PER M.B. 456/97-106, UNLESS OTHERWISE NOTED.
- [] - INDICATES RECORD BOUNDARY DATA PER M.B. 423/61-72, UNLESS OTHERWISE NOTED.
- { } - INDICATES RECORD DATA PER GRANT OF EASEMENT, DOC. #2017-0327119.
- /// - INDICATES RESTRICTED ACCESS RIGHTS

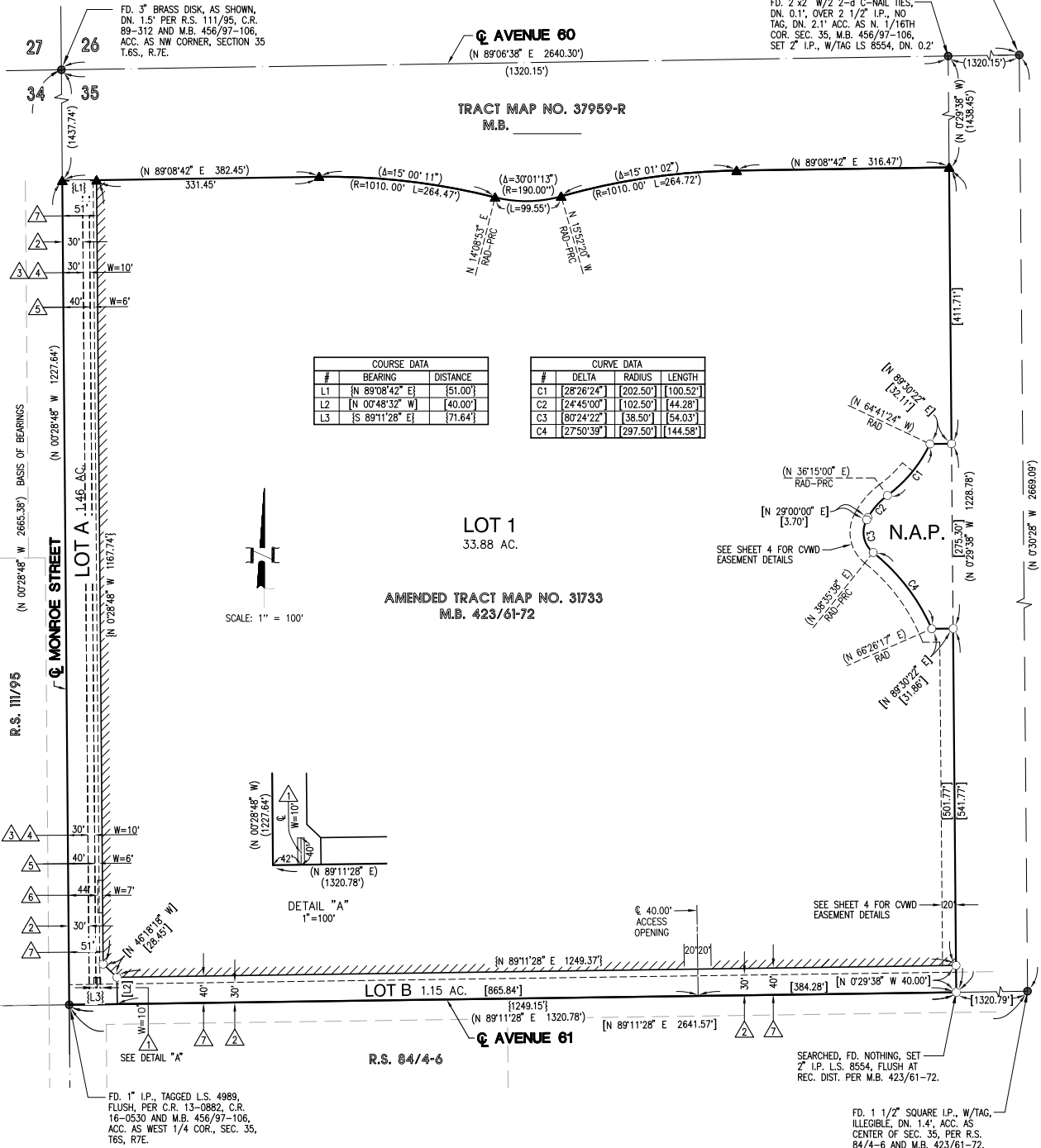
BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER, OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 7 EAST, S.B.M. BEING NORTH 0°28'48" WEST, PER AMENDMENT NO. 2 TRACT MAP NO. 31732, M.B. 456/97-106.



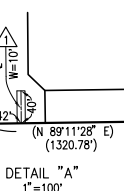
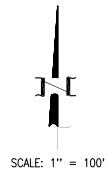
THIS TRACT MAP CONTAINS 1 NUMBERED LOT, AND 2 LETTERED LOTS.
THIS TRACT MAP CONTAINS 36.49 ACRES.

FD. 3" BRASS DISK, AS SHOWN, DN. 2.3' PER R.S. 84/4-6, C.R. 89-312 AND M.B. 456/97-106, ACC. AS N. 1/4 CORNER SEC. 35, T.6S., R.7E.
FD. 2"x2" W/2 2-d C-NAIL TIES, DN. 0.1', OVER 2 1/2" I.P., NO TAG, DN. 2.1' ACC. AS N. 1/16TH COR. SEC. 35, M.B. 456/97-106, SET 2" I.P., W/TAG LS 8554, DN. 0.2'



#	BEARING	DISTANCE
L1	N 89°08'42" E	51.00'
L2	N 00°48'32" W	40.00'
L3	S 89°11'28" E	71.64'

#	DELTA	RADIUS	LENGTH
C1	28°26'24"	202.50'	100.52'
C2	24°45'00"	102.50'	44.28'
C3	80°24'22"	38.50'	54.03'
C4	27°50'39"	297.50'	144.58'



SEARCHED, FD. NOTHING, SET 2" I.P. L.S. 8554, FLUSH AT REC. DIST. PER M.B. 423/61-72.

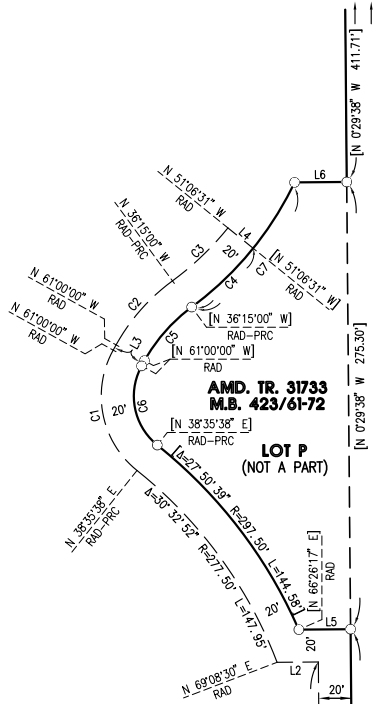
FD. 1 1/2" SQUARE I.P., W/TAG, ILLEGIBLE, DN. 1.4', ACC. AS CENTER OF SEC. 35, PER R.S. 84/4-6 AND M.B. 423/61-72.

TRACT MAP NO. 37960-R

BEING A REVERSION TO ACREAGE OF LOTS 1 THROUGH 125, TOGETHER WITH LETTERED LOTS A THROUGH O, INCLUSIVE AND Q THROUGH CC, INCLUSIVE, AS SHOWN BY AMENDED TRACT MAP NO. 31733, AS FILED IN BOOK 423, PAGES 61 THROUGH 72, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING JULY, 2020 DARYL J. CHRISTIAN L.S. 8554

SEE SHEET 3
LOT 1

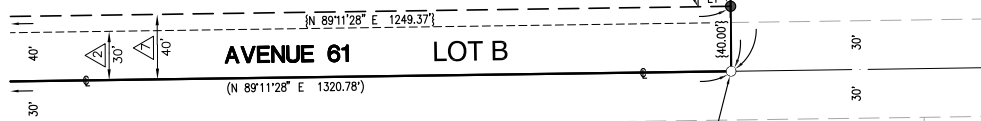
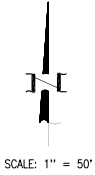


**AMD. TR. 31733
M.B. 423/61-72**
RAD-PRC
**LOT P
(NOT A PART)**

R.S. 84/4-6

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	80°24'22"	58.50'	82.10'
C2	24°45'00"	122.50'	52.92'
C3	14°51'31"	182.50'	47.33'
C4	14°51'31"	202.50'	52.51'
C5	24°45'00"	102.50'	44.28'
C6	80°24'22"	38.50'	54.03'
C7	28°26'24"	202.50'	100.52'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 89°11'28" E	20.00'
L2	N 89°30'22" E	25.42'
L3	N 29°00'00" E	3.70'
L4	N 51°06'31" W	20.00'
L5	N 89°30'22" E	31.86'
L6	N 89°30'22" E	32.11'



R.S. 84/4-6

SEARCHED, FD. NOTHING, SET
2" I.P. L.S. 8554, FLUSH AT
REC. DIST. PER M.B. 423/61-72.

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City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION TO APPROVE TIME EXTENSION TO COMPLETE OFF-SITE AND ON-SITE IMPROVEMENTS FOR PIAZZA SERENA RESIDENTIAL DEVELOPMENT (TRACT MAP NO. 30092) LOCATED AT THE NORTHWEST CORNER OF MONROE STREET AND AVENUE 58

RECOMMENDATION

Adopt resolution to approve time extension to complete off-site and on-site improvements as specified in the Subdivision Improvement Agreements for Tract Map No. 30092, Piazza Serena, to November 17, 2021.

EXECUTIVE SUMMARY

- Piazza Serena is a residential development located at the northwest corner of Monroe Street and Avenue 58 (Attachment 1).
- Cado La Quinta, LLC (Developer) has requested a time extension to the Subdivision Improvement Agreements to complete the off-site and on-site improvements.

FISCAL IMPACT

There is no fiscal impact to the City. The Developer posted sufficient bonds that guarantee construction of the improvements.

BACKGROUND/ANALYSIS

In June 2011, Council approved the Assignment and Assumption Agreements and Amendment to the Subdivision Improvement Agreements for the Piazza Serena residential development.

The remaining off-site improvements include installing landscaping within the half median along Monroe Street and a traffic signal at the entrance on Avenue 58. The east side of Monroe Street, within the County of Riverside, is not yet developed. The remaining on-site improvements include final paving of the interior streets near the vacant lots and minor repairs to some completed improvements.

In a letter dated October 27, 2020, Developer requested a time extension to complete remaining improvements (Attachment 2). No requests have been

Click [HERE](#) to Return to Agenda

received to complete remaining off and on-site improvements, therefore Staff recommends approval of the time extension.

ALTERNATIVES

Council may elect not to approve this time extension.

Prepared by: Amy Yu, Associate Engineer

Approved by: Bryan McKinney, P.E., Public Works Director / City Engineer

Attachments: 1. Vicinity Map
2. Letter from Cado La Quinta LLC dated October 27, 2020

RESOLUTION NO. 2020 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, GRANTING EXTENSION OF TIME TO NOVEMBER 17, 2021, FOR THE COMPLETION OF THE OFF-SITE AND ON-SITE IMPROVEMENTS AS SPECIFIED IN THE SUBDIVISION IMPROVEMENT AGREEMENTS FOR TRACT MAP NO. 30092, PIAZZA SERENA

WHEREAS, the City Council approved the Assignment and Assumption Agreements and Amendment to the Subdivision Improvement Agreements (SIA) for Tract Map No. 30092, on June 7, 2011; and

WHEREAS, Section 6. Completion of Improvements, of the approved SIA requires that the developer begin construction of the improvements within ninety days and complete the construction within twelve months after the approval of the Agreements; and

WHEREAS, failure by the developer to complete construction of the off-site and on-site improvements by November 19, 2020 shall constitute cause for the City, in its sole discretion and when it deems necessary, to declare the Subdivider in default of the approved agreement; and

WHEREAS, Section 8. Time Extension, of the approved SIA allows for, at the City Council's sole and absolute discretion, an extension of time for completion of the improvements with additions or revisions to the terms and conditions of the Agreement.

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

SECTION 1. The time for the completion of the off-site and on-site improvements as required by the approved SIA is extended to November 17, 2021.

SECTION 2. The time extension for completing the off-site and on-site improvements shall expire when City offices close for regular business on November 17, 2021 if the installation of the off-site and on-site improvements has not been completed.

SECTION 3. The provided security amount as required in the approved SIA is satisfactory. No additional securities are required.

SECTION 4. All other terms, responsibilities, and conditions as listed in the approved SIA shall remain in full force and effect.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the La Quinta City Council held on this 17th day of November 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

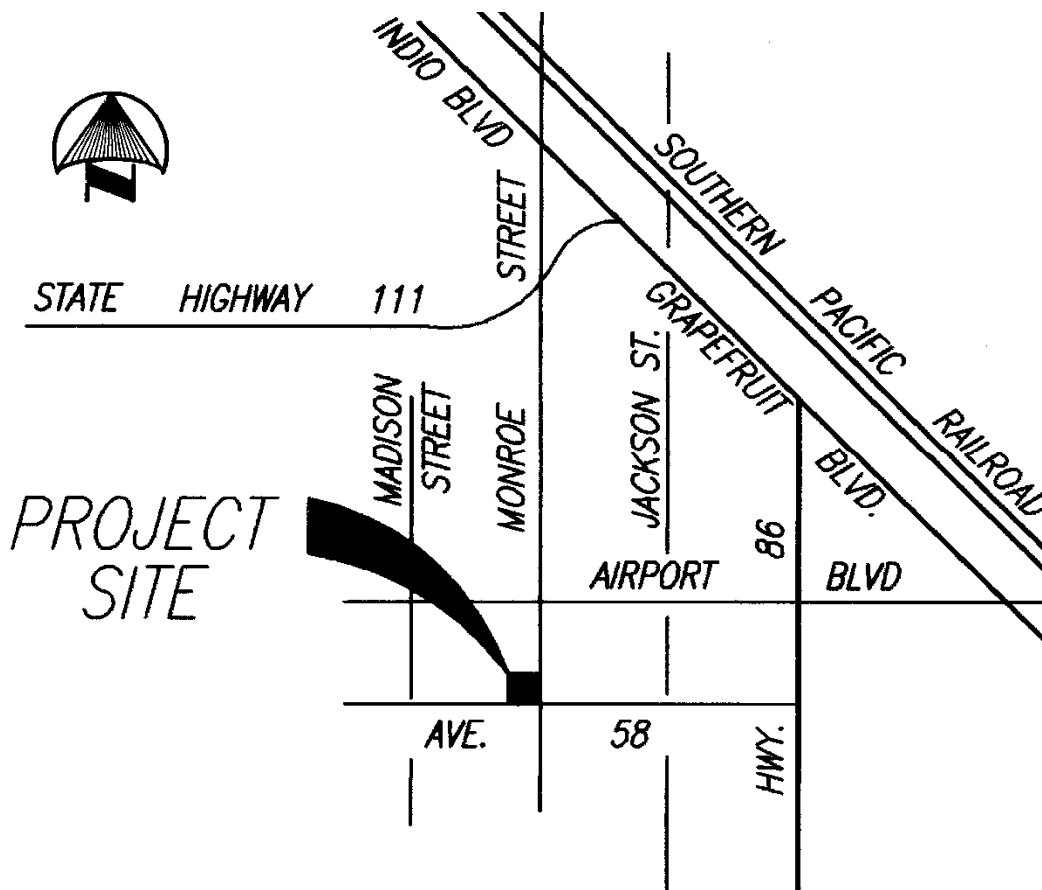
MONIKA RADEVA, City Clerk
City of La Quinta, California

(CITY SEAL)

APPROVED AS TO FORM:

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

TM 30092 – PIAZZA SERENA



VICINITY MAP

NOT TO SCALE

[Click HERE to Return to Agenda](#)

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**CADO LA QUINTA LLC
1545 FARADAY AVENUE
CARLSBAD, CALIFORNIA 92008
TELEPHONE 760.804.6900**

October 27, 2020

Ms. Amy Yu
City of La Quinta Public Works Department
78-495 Calle Tampico
La Quinta, CA 92247

RE: Time Extension for Subdivision Improvement Agreement
Tract 30092

Dear Ms. Yu,

The time extension for onsite and offsite subdivision improvements for Tract 30092 is set to expire on November 19, 2020. As CADO La Quinta LLC continues to seek a homebuilder to commence buildout of the community, we request an additional 1-year extension of time to the Subdivision Improvement Agreement for Tract 30092. The homebuilding market is continuing to improve, and we are confident that homebuilding on this site will be viable in the near future.

The remaining onsite improvements include:

- Final cap pavement adjacent to the vacant lots
- Minor repairs to concrete, landscape, irrigation, striping, signage, and block wall

The remaining offsite improvements include:

- Traffic signal mitigation at the project entrance
- Landscape within the median on Monroe Street
- Minor repairs to concrete, landscape, irrigation, striping, and signage

Sincerely,



Mark A. Hayden
Authorized Representative

[Click HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH GOVINVEST, INC. FOR ACTUARIAL CONSULTING AND TECHNOLOGY SERVICES

RECOMMENDATION

Approve Agreement for Contract Services with GovInvest, Inc. for actuarial consulting and technology services for a total not to exceed contract amount of \$106,000; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- The City issued a Request for Proposals (RFP) for Actuarial services on September 25, 2020.
- Two Financial Advisory Commissioner’s (FAC) were appointed to serve on the review and selection committee (Committee).
- Actuarial services are required to meet Governmental Accounting Standards Board (GASB) financial statement reporting guidelines.
- Staff recommends a multi-year contract with GovInvest, Inc.

FISCAL IMPACT

If approved, the first three years (\$64,000) would be paid in advance. Advance payments would be recognized as pre-paid expenses and allocated to each fiscal year’s budget as indicated in the chart below.

FISCAL YEAR	CONTRACT AMOUNT
2020/21	\$22,000
2021/22	\$20,000
2022/23	\$22,000
2023/24	\$20,000
2024/25	\$22,000
TOTAL	\$106,000

Pension and OPEB software module fees would be paid from the Information Technology Fund (Account No. 502-0000-60301, Software Licenses) and annual GASB Reports from the Finance Department’s Budget (Account No. 101-1006-60104, Consultants).

BACKGROUND/ANALYSIS

The City of La Quinta (City) issued an RFP to seek a qualified third-party consulting firm to provide required annual Pension and Healthcare Actuarial Services. These services are required in order to comply with GASB Statements 68 and 75 which establish standards for the measurement, display, and recognition of Pension and Other Post-Employment Benefits (OPEB) expenses and liabilities.

Staff sought participation from the FAC to review proposals and select an appropriate consultant for these services. Commissioners Twohey and Hunter joined the City’s Accounting Manager and Finance Director on the Committee.

RFP responses were evaluated on the following qualifications:

- Qualified actuarial staff to perform Scope of Services included in the RFP
- Demonstrated experience working with GASB Statements and ability to implement any future statements
- Previous experience working with public entities who have award winning Comprehensive Annual Financial Reports (CAFR)
- Experience working with Pension and CalPERS’s CERBT Trust accounts
- Ability to provide added value services such as access to long-term projections, presentation assistance, ongoing training and/or periodic updates pertaining to pension and OPEB reporting requirements, and analysis for labor negotiations or other similar services.

The City received two RFP responses from Lepton Actuarial and Consulting, LLC. and GovInvest, Inc. The Committee recommends a multi-year contract with GovInvest. To obtain a lower rate, the first three years would be paid in advance and the final two years in 2024 and 2025. GovInvest has provided actuarial services to the City since December 2017.

The following tables summarizes the multi-year contract services and pricing.

	CONTRACT BASED ON CALENDAR YEAR					
	2021	2022	2023	2024	2025	
Pension Module	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	
OPEB Module	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	
GASB 75 Report	\$ 6,000	\$ 4,000	\$ 6,000	\$ 4,000	\$ 6,000	
GASB 68 Report	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$22,000	\$20,000	\$22,000	\$20,000	\$22,000	\$ 106,000

Note: GASB 68 and 75 Reports are completed by November 1st of each calendar year for the fiscal year ending June 30th, therefore the contract is presented on a calendar year basis. The final report for fiscal year 2024/25 would be due by November 1, 2025.

ALTERNATIVES

Staff does not recommend other alternatives.

Prepared by: Karla Romero, Finance Director

Approved by: Jon McMillen, City Manager

Attachments: 1. Agreement for Contract Services

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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 GovInvest Inc. a California Limited Liability Corporation ("Contracting Party"). The parties hereto agree as follows:

1. SERVICES OF CONTRACTING PARTY.

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to Actuarial Consulting and Technology 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") in a total amount not to exceed **One Hundred and Six Thousand Dollars (\$106,000)** for five-years of service provided for the life of the Agreement (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 and report(s) provided. 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 January 1, 2021, and terminate on December 31, 2025 ("Initial Term") with the option to extend upon mutual agreement for two additional years.

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) Jasmine Nachtigall-Fournier, President
Tel No. 310-371-7106
E-mail: jasmine@govinvest.com
- (b) Jason Huk, Director of Sales
Tel No. 310-371-7106
Email: jason@govinvest.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 Karla Romero, Finance Director or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role.

Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

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

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

5. INSURANCE.

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

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

6. INDEMNIFICATION.

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

7. RECORDS AND REPORTS.

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

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

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment.

Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

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

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

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

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required

by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

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

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

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

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

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold

any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

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

9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

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

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

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association

in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

10. MISCELLANEOUS PROVISIONS.

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

To City:

CITY OF LA QUINTA
Attention: Karla Romero
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

GovInvest, Inc.
Attn. Jason Huk, Director of Sales
3625 Del Amo Boulevard, Suite 200
Torrance, CA 90503

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

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

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

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

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

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

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

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

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

this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LA QUINTA,
a California Municipal Corporation

CONTRACTING PARTY:

By: *Jasmine Nachtigall-Fournier*
Name: Jasmine Nachtigall-Fournier
Title: President, Co-Founder

JON McMILLEN, City Manager
City of La Quinta, California

Dated: _____

ATTEST:

By: *Jason Huk*
Name: Jason Huk
Title: Director

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

Contracting Party shall perform the following services, as chosen by the City:

1. Governmental Accounting Standards Board (GASB) 75 Valuation - Retiree Health

The GASB 75 valuation reports will contain all relevant items required for the City's audit. The report template to be utilized has been reviewed and approved by the California State Controller's Office as containing all items required under GASB 75. The GASB 75 reports will include the numbers needed for the financial statement footnotes and these numbers will be laid out in a format that will transition well to the footnotes.

Will prepare the following GASB 75 reports:

- For FY2021 (6/30/2021), will perform a "full" GASB 75 report to calculate your retiree OPEB liability. The report will include all OPEB results required for your FY2021 financial statements, including participant summaries, plan provisions, and actuarial assumptions.
- For FY2022 (6/30/2022), will prepare a "roll-forward" GASB 75 report to determine your OPEB liability and financial disclosures. This report will reflect updated actuarial assumptions but does not require us to collect new census data.
- For FY 2023 (6/30/2023), will perform a "full" GASB 75 report to calculate your retiree OPEB liability. The report will include all OPEB results required for your FY2021 financial statements, including participant summaries, plan provisions, and actuarial assumptions.
- For FY2024 (6/30/2024), will prepare a "roll-forward" GASB 75 report to determine your OPEB liability and financial disclosures. This report will reflect updated actuarial assumptions but does not require us to collect new census data.
- For FY 2025 (6/30/2025), will perform a "full" GASB 75 report to calculate your retiree OPEB liability. The report will include all OPEB results required for your FY2021 financial statements, including participant summaries, plan provisions, and actuarial assumptions.

Contracting Party will also participate in a conference calls to review results and ensure you understand what all the actuarial reported numbers mean.

2. Actuarially Determine Contribution amount

Contracting Party will calculate the City's annual Actuarially Determined Contribution (ADC) funding amount. These funding results will be included in the City's annual GASB 75 report.

3. Other Consulting Services

Contracting Party will prepare other actuarial and consulting projects requested by the City from time to time such as evaluating alternative plan design scenarios; separating results by bargaining group; preparing additional OPEB funding analyses; attending meetings; and miscellaneous consulting.

4. GASB 68 Valuation – Miscellaneous Pension Plan

The GASB 68 accounting reports will contain all relevant items required for the City's audit and will include the numbers needed for the financial statement footnotes. These numbers will be laid out in a format that will transition well to the financial statement footnotes.

Contracting Party will prepare the following GASB 68 reports:

- For FY2021 through FY2025, will prepare GASB 68 reports to show the City's GASB 68 disclosure information. The report will be based on the CalPERS GASB 68 tool to determine the necessary accounting entries.

Contracting Party will also participate in a conference call to review results and ensure you understand what all the actuarial report numbers mean.

5. Total Liability Calculator (Pension and OPEB Modules)

Onboarding and implementation for the pension and OPEB modules of the GovInvest Total Liability Calculator includes a detailed data request outlining specific reports the City needs to receive from their pension plan/ retirement system. The City will be asked to remove any and all sensitive information. Actuarial calculations need to run on standard assumptions for life expectancy by gender, mortality tables, and salaries.

Other benefit formulas and calculations surrounding actuarial standards of practice and agreed on for the pension and OPEB plan benefits are the baseline for the software. Contracting Party will request this data securely in a manner set by the City's standard best practice. The City will also match employees to either bargaining level and/or department level if analysis is desired to split

out the impact of liabilities and costs further. The City will NOT upload data into the system, the GovInvest team will handle all data input and validation of results; if GovInvest has questions we will communicate in writing with the City lead point of contact.

Once results have been validated with our actuaries and developers, logins will be provided to the City. Standard validation and delivery of logins for implementation after data has been successfully retrieved from the customer will take about 4-8 months depending on the complexity of the build and the size of the plan. These details will be communicated further, and timelines established.

Annual Software Fee Includes:

- Unlimited User logins: Credentials to access individual cloud-based portals.
- Portal Setup: Development of *custom* web/cloud-based platform for Pension and OPEB.
- Features & Reports: All features and reporting functions available within the cloud-based portal.
- Setup, Support & Training: Dedicated support staff to assist in initial setup and unlimited ongoing training of the product and features. Refer to Implementation Steps below under User Training
- Support Resources: Access to retirement plan experts, actuaries and experienced financial consultants, training tools, webinars and conferences hosted by GovInvest.
- Expert Sessions: Scheduled training hosted by in-house customer support team, finance and actuarial experts, budget experts, as well as a support group of peer government users with extensive experience using the product.
- Internal Presentation Support: In-house finance, negotiations and budget experts to support in developing and reviewing presentations based on product usage.
- Dedicated Customer Success Manager: Specialist assigned to the City to facilitate communication with all available resources.

[Click HERE to Return to Agenda](#)

ADDENDUM TO AGREEMENT
Re: Scope of Services

None

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 Six Thousand Dollars (\$106,000.00) ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in installment payments made on an annual basis and in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

Complete Pricing and Fee Schedule

Pricing - Software Pension, OPEB and GASB 68+75 Reports

Services: Use of the Pension and OPEB Module of the Total Liability Calculator. GASB 75 Actuarial Valuation Reports. Actuarially Determined Contribution (ADC) Funding Reports. GASB 68 Accounting Valuations Reports.

Fee for Services: Service fees are due upon engagement. Fees below are based as a package*

Actuarial Software Solution (Pricing for 3 Years with Upfront payment of the Pension and OPEB software of the total liability calculator from GovInvest and the required GASB 75 and GASB 68 reports. Two additional years shall be billed at the beginning of calendar years 2024 and 2025.

Discount Incentive: Discount honored if (1) Licensing Agreement is a multi-year contract (minimum of 3 years), (2) contract executed by November 30, 2020 and (3) total contract value for the initial 3 years invoiced up-front.

Total 3-year Contract Fees (2021-2023): \$64,000 due upfront with execution of contract

(3) Pension module *including* GASB 68 reports: \$8,000

(3) OPEB module: \$8,000

(2) FY21 + FY23 Full GASB 75 valuation: \$6,000

(1) FY22 Roll-Forward GASB 75 valuation: \$4,000

PENSION MODULE (Renewal)

Annual Licensing Fee: \$9,000
 Discounted Annual Fee: \$8,000
 *GASB 68 fee included in Pension software purchase.

OPEB MODULE (Renewal)

Annual Licensing Fee: \$9,000
 Discounted Annual Fee: \$8,000

Pricing – GASB 75 Valuations and Reporting

Fees for the initial term are outlined below. If the contract is extended for an additional two years, fees will be negotiated at that time.

<u>OPEB Services Provided (not included in OPEB software fee)</u> <u>(GASB 75 reports include development of ADC funding amount)</u>	<u>Fee</u>
<u>FY2021 “full” GASB 75 valuation report</u>	<u>\$6,000</u>
<u>FY2022 “roll-forward” GASB 75 roll-forward valuation report</u>	<u>\$4,000</u>
<u>FY2023 “full” GASB 75 valuation report</u>	<u>\$6,000</u>
<u>FY2024 “roll-forward” GASB 75 roll-forward valuation report</u>	<u>\$4,000</u>
<u>FY2025 “full” GASB 75 valuation report</u>	<u>\$6,000</u>

The proposed roll-forward fees assume no substantial changes to the plan census.

Meetings

In person meetings will be billed at GovInvest’s hourly rate for Lead Consultant work, including half-rate for travel time. Meeting rate with one GovInvest Lead Consultant estimated at \$1,000 per meeting, plus travel expenses. Webinar meetings will be no additional cost provided software and GovInvest team are capable of performing the work.

Miscellaneous Fees

Fees will also cover reasonable travel expenses and other fees to be negotiated on a case-by-case basis and agreed upon by City and the GovInvest/Van Iwaarden Actuarial team.

<u>Pension Services Provided with Software (no additional fee)</u>	<u>Fee</u>
<u>FY2021 GASB 68 accounting report for Miscellaneous plan</u>	<u>\$500</u>
<u>FY2022 GASB 68 accounting report for Miscellaneous plan</u>	<u>\$500</u>
<u>FY2023 GASB 68 accounting report for Miscellaneous plan</u>	<u>\$500</u>
<u>FY2024 GASB 68 accounting report for Miscellaneous plan</u>	<u>\$500</u>
<u>FY2025 GASB 68 accounting report for Miscellaneous plan</u>	<u>\$500</u>

Other Services

We offer all actuarial services, including renewal rating, funding projections, benefit pricing, and reserving. We offer fixed-fee or hourly pricing for all the above services. Our hourly rates are:

Category	Hourly Rate
GovInvest – Lead Consultant	\$350
GovInvest – Executive	\$450
Van Iwaarden – Lead Consultant	\$400
Van Iwaarden – Consultant	\$300
Van Iwaarden – Analyst	\$200
GovInvest – Analyst	\$200

Fees Summarized for the Initial Contract Term

	CONTRACT BASED ON CALENDAR YEAR					
	2021	2022	2023	2024	2025	
Pension Module	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	
OPEB Module	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	
GASB 75 Report	\$ 6,000	\$ 4,000	\$ 6,000	\$ 4,000	\$ 6,000	
GASB 68 Report	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$22,000	\$20,000	\$22,000	\$20,000	\$22,000	\$ 106,000

Note: GASB 68 and 75 Reports are completed by November 1st of each calendar year for the fiscal year ending June 30th, therefore the contract is presented on a calendar year basis. The final report for fiscal year 2024/25 would be due by November 1, 2025.

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, attached hereto and incorporated herein by this reference.

Contracting Party understands every client has their own goals, objectives, needs, and concerns. Contracting Party shall use past experience and expertise to guide the development of client solutions. But each approach is customized for each client. The agreed upon implementation plan is as follows:

Planning Meeting

The lead members of the GovInvest team will be meeting with the City's project team to:

- Review the City's goals and timing for Pension and OPEB analysis and presentation strategies through the software and the required OPEB reports and analysis
- Outline the scope of the primary objective of the software and OPEB actuarial valuation services and preliminary analysis
- Outline assumptions and data needs for the OPEB valuation and analysis
- Agree on timing and deliverables

After the meeting, GovInvest will document the items agreed to in the meeting and send our summary to the District for review and approval.

Collect Data

Soon after we are selected by the City to perform this analysis, we will send a detailed list of the information we will need to perform the OPEB valuation and preliminary analysis in addition to the software solution. This information includes:

OPEB GASB 75 and Software Information Request:

For Agencies providing retiree health benefits through the PEMHCA program administered by CalPERS. Contracting Party will need the following items for the OPEB plan:

- A copy of the latest OPEB valuation report produced by your current/prior actuary. Contracting Party would appreciate receiving more of the historical actuarial information, if it is easily accessible.
- Copies of the appropriate pages of the employee handbook that provide a description of the current approved retiree health care

benefits. If a summary of these plan provisions is available, please provide this as well.

- Actual benefit payments paid directly by the City for the past two plan years. This would include health insurance premiums (medical, dental, vision, Rx, long-term care, and so on) as well as payments made directly for health-related expenses.
- Contributions to plan assets for the last two plan years.
- Statement of plan assets for the last two plan years (to qualify as “plan assets,” the assets must be (a) segregated from general assets, and (b) be restricted for use only to satisfy the obligation of the retiree medical plan). If the plan assets are invested through the California Employers' Retiree Benefit Trust (CERBT) Fund, let us know which investment strategy you have selected. Otherwise, please provide as much of the following information as possible:
 - The types of investments
 - The durations of the investments
 - The average return for each investment
 - The general investment strategy
 - Contributions
 - Investment earnings
 - Benefit payments
 - Administrative expenses
- Statement of changes in plan assets over the previous year, including:
 - Contributions
 - Distributions
 - Administration fees
 - Interest
 - Gains or losses

City shall provide the following for active and retired employees, as applicable.

CalPERS ID for each individual in each file sent shall be provided by the City. Active employees are those who are, or could become, eligible for retiree health benefits.

If former active employees (currently terminated or transferred) to receive retiree health benefits additional information for these former employees may be requested.

Pension Software Analysis Data Request:

- Copies of the most recent CalPERS funding reports.
- List of additional discretionary payments that the City has made to CalPERS since FY 2010/11.
- Any Employer Paid Member Contributions (EPMC) not included in the CalPERS funding reports.
- Any additional employee contributions not included in the CalPERS funding reports.
- Any material changes in active employee counts or payroll that have occurred since the most recent CalPERS funding reports or are anticipated to occur.

Exhibit D
Special Requirements

Consultant will provide a report that satisfies the GASB 68 and 75 disclosure requirements no later than 90 days after the end of the fiscal year. Consultant will help the City understand the OPEB liability and funding level options and will recommend actuarial and economic assumptions appropriate for the City based on plan benefits, anticipated funding levels, and the current economic environment.

Exhibit E
Insurance Requirements

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

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

Must include the following endorsements:

General Liability Additional Insured
General Liability Primary and Non-contributory

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

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

Workers' Compensation
(per statutory requirements)

Must include the following endorsements:

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

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 need arises. Contracting Party shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

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

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

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

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

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

the City will negotiate additional compensation proportional to the increased benefit to City.

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

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

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

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

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

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

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

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

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

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

Exhibit F
Indemnification

F.1 Indemnity for the Benefit of City.

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

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any

provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

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

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

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

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions

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

City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 3 TO VENUE HOSTING AGREEMENT WITH WORLD TRIATHLON CORPORATION, LLC. TO HOST THE YEAR THREE IRONMAN 70.3 INDIAN WELLS – LA QUINTA TRIATHLON ON DECEMBER 5, 2021

RECOMMENDATION

Approve Amendment No. 3 to Venue Hosting Agreement with World Triathlon Corporation, LLC to host the year three IRONMAN 70.3 Indian Wells – La Quinta Triathlon on December 5, 2021; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- At the July 7, 2020 Council meeting, IRONMAN presented their Safe Return to Racing Guidelines (Guidelines), which were created in an effort to safely execute the IRONMAN 70.3 Indian Wells – La Quinta Triathlon (Event) amidst potential COVID-19 impacts.
- Due to the COVID-19 pandemic, the Riverside County Health Department (County) denied approval to hold the 2020 IRONMAN event.
- IRONMAN and the Cities of La Quinta and Indian Wells (collectively the “Parties”) are seeking to change the race date from December 6, 2020 to December 5, 2021 and transfer all terms and financial obligations from the 2020 Event to 2021.
- Authorization of this amendment will extend the agreement one additional year.

FISCAL IMPACT

The \$75,000 host sponsorship from the 2020 event will be carried over to the 2021 event. Funds are available in Account No. 101-3003-60149, Community Experiences.

BACKGROUND/ANALYSIS

The 2019 Event was successfully held on December 8, 2019. A coordinated effort between all participating agencies resulted in minimal traffic impacts, no major injuries, and timely removal of traffic control equipment. The

Coachella Valley Tourism Bureau generated an economic impact report which demonstrated that the Event provided over \$9,000,000 in economic benefits for the region as well as further establishing La Quinta as an international destination.

Immediately following the 2019 Event, Staff and IRONMAN had begun planning for the 2020 Event. However, on March 4, 2020 a state of emergency was declared due to the COVID-19 pandemic resulting in the cancellation of major events where large numbers of people gathered. This prompted IRONMAN to develop guidelines, based on the World Health Organization standards and guidance from IRONMAN Global Medical Advisory Board, so host events could be held in a manner consistent with community objectives and expectations set by public health entities.

IRONMAN submitted a detailed event plan, driven by these guidelines, to the County to host the 2020 Event. After careful consideration, the County stated that even with sound COVID-19 mitigation and safety protocol, they could not approve the event.

Due to the cancellation, the Parties would like to amend the original hosting agreement to change the race date and transfer all terms and financial obligations from the 2020 to the 2021 Event (Attachment 1). Consistent with Council direction on July 7, 2020, staff will be working with the Parties on a long-term agreement for the triathlon.

ALTERNATIVES

Council can elect not to amend the agreement and not host an event in 2021.

Prepared by: Jaime Torres, Management Analyst
Approved by: Chris Escobedo, Community Resources Director

Attachment: 1. Amendment No.3 to Venue Hosting Agreement with World Triathlon Corporation, LLC

**AMENDMENT NO. 3 TO HOST VENUE AGREEMENT
WITH WORLD TRIATHLON CORPORATION**

This Amendment No. 3 ("Amendment No. 3") to Host Venue Agreement ("Agreement") is made and entered into as of the _____ day of _____ 2020 ("Effective Date") by and between the CITY OF LA QUINTA, a California municipal corporation, the CITY OF INDIAN WELLS, a California municipal corporation, and WORLD TRIATHLON CORPORATION ("WTC"), a Florida Corporation.

RECITALS

WHEREAS, on or about December 19, 2017, the Cities of La Quinta, and Indian Wells, and WTC (collectively referred to as the "Parties" from hereto) entered into an Agreement to authorize WTC to prepare and conduct an IRONMAN 70.3 Indian Wells – La Quinta triathlon ("Event") each year of the Agreement; and

WHEREAS, Amendment No. 1, executed on or about May 28, 2019, amended Section 1(d)(ii) to change the race date for the 2019 Event from December 15, 2019 to December 8, 2019; and

WHEREAS, Amendment No. 2, executed on or about January 2, 2020, amended Section 1(d)(iii) to change the race date for the 2020 Event from December 13, 2020 to December 6, 2020; and

WHEREAS, the 2020 Event was cancelled by the Riverside County Department of Public Health due to the COVID-19 pandemic; and

WHEREAS, the term of the Agreement expires December 30, 2020; and

WHEREAS, the Parties mutually agree to extend the Term of the Agreement for one additional year from thirty (30) days after the 2020 Event to thirty (30) days after the 2021 Event pursuant to Section 2 of Agreement; and

WHEREAS, the Parties mutually agree to reschedule the 2020 Event and amend the 2020 race date from December 6, 2020 to December 5, 2021 as listed in Section 1(d)(iii) pursuant to Section 14 of the Agreement allowing for the rescheduling of an Event due to an epidemic and based on the State of California and County of Riverside's declared states of emergency due to the novel coronavirus 2019 pandemic ("COVID-19"); and

WHEREAS, Amendment No. 3 will amend Section 14 of the Agreement.

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

AMENDMENT

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

1. Section 2 is amended to read as follows:

Term of Agreement. This Agreement is effective beginning on the Effective Date and will continue in effect until the date that is thirty (30) days after the 2021 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").

2. Section 1(d)(iii) is amended to read as follows:

Section 1(d)(iii). Sunday, December 5, 2021

3. Section 14 is amended to read as follows:

14. Force Majeure. The Parties acknowledge that the goodwill inherent in the IRONMAN 70.3 brand and the Event Logo arises and is maintained, in large part, by each and every IRONMAN 70.3 event worldwide, including the Event, being conducted as scheduled. Notwithstanding anything herein to the contrary, the Parties acknowledge that Hosts' failure or inability to host and support the Event as scheduled, absent a Force Majeure Event (as defined below), will cause WTC irreparable harm, and that damages will be an insufficient and wholly inadequate remedy as a result of such a breach. In the event a Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemics, act of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("Force Majeure Event"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot be reasonably rescheduled or relocated within the Venue, no Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule

or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Race (e.g., the swim leg), nor the modification of the Race (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event. If any Event is cancelled due to COVID-19 by the State of California or Riverside County, the Parties agree to reschedule the Event for at a later date; and all financial obligations as listed under Section 3 of the Agreement will be null and void for the cancelled Event, and will instead transfer to the rescheduled Event; and all existing terms will apply.

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

IN WITNESS WHEREOF, the Cities of La Quinta, and Indian Wells, and WTC have executed this Amendment No. 3 to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA a California municipal corporation

JON MCMILLEN, City Manager
City of La Quinta, California

Dated:_____

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

CITY OF INDIAN WELLS a California municipal corporation

CHRISTOPHER J. FREELAND, City Manager
City of Indian Wells, California

Dated: _____

ATTEST:

ANNA GRANDYS, City Clerk
City of Indian Wells, California

APPROVED AS TO FORM:

JEFF BALLINGER, City Attorney
City of Indian Wells, California

WORLD TRIATHLON CORPORATION

ANDREW MESSICK,
Chief Executive Officer

Dated: _____

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City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 5 TO AGREEMENT FOR CONTRACT SERVICES WITH SPOHN RANCH, INC FOR ADDITIONAL PARK ENHANCEMENTS FOR THE X-PARK DESIGN/BUILD SERVICES PROJECT NO. 2015-09/151609

RECOMMENDATION

Approve Amendment No. 5 to Agreement for Contract Services with Spohn Ranch, Inc. for X-Park design/build services to include additional park enhancements in the scope of services; increase the total not to exceed contract amount to \$3,757,710; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- On June 5, 2018, Council approved a design/build Agreement for Contract Services with Spohn Ranch, Inc for the X-Park (Agreement).
- In March 2019, Council approved Amendment No. 1 to the X-Park final design for additional scope of services.
- In May 2019, Amendment, No. 2 removed the irrigation and landscaping from the scope of services. These will be completed as a separate project. Amendment No. 3 extended the contract term.
- Amendment No. 4 added parking lot lighting, additional fencing, design modifications and construction of three retention basins to the scope of services; and increased the contract sum by \$203,126.
- Amendment No. 5 (Attachment 1) proposes to include additional park enhancements to the scope of services including a vertical ramp set up area, additional space for bleachers and spectators, improvements to the pump track design, roll in and deck for the large bowl; and will increase the contract sum by \$43,584.

FISCAL IMPACT

There is sufficient funding in the X-Park project budget for this amendment.

Agreement for Contract Services	\$2,800,000
Amendment No. 1	\$817,000
Amendment No. 2	(\$106,000)
Amendment No. 3	\$0
Amendment No. 4	\$203,126
Amendment No. 5	\$43,584
Revised Not To Exceed	\$3,757,710

The following identifies the Project’s funding sources:

Quimby Fund	\$3,400,000
Measure G	\$1,135,000
Community Center DIF	\$101,639
Total	\$4,636,639

The following is the total revised X-Park project budget:

Professional	\$50,000
Land Purchase	\$650,000
Design/Build	\$3,757,710
Technical/Utilities	\$70,000
Contingency	\$108,929
Total	\$4,636,639

BACKGROUND/ANALYSIS

On June 5, 2018, Council approved a Design/Build Agreement with Spohn Ranch (Project 2015-09/151609) with a not to exceed amount of \$2.8 million. The remaining balance of the budget was to purchase the required property from the Housing Authority and contract light and sound impact studies.

The revised March 2019 design of the X-Park with additional amenities included in Amendment No. 1 entailed:

- 31,000 sq. ft. of skate area;
- 20 parking stalls;
- 1,400 sq. ft. pro-shop with restrooms and observation deck;
- Bowls and features for beginners, advanced, and professional users;
- Perimeter landscaping (desert efficient);
- Energy efficient/programmable lighting; and
- Pump track

Amendment No. 2 removed irrigation and landscape from the project scope by \$106,000 and will be constructed as a separate project.

Amendment No. 3 extended the contract term to allow for the final design and construction of the project.

On September 15, 2020, Council approved Amendment No. 4, which added parking lot lighting, additional fencing around the third retention basin, accessibility design modifications, and the construction of the three retention basins as part of the X-Park Project.

During the approval of Amendment No. 4, additional park enhancements were discussed. Amendment No. 5 proposes to add these enhancements that will improve the functionality of the park. The total cost of the additional improvements is \$43,584, and includes:

- Creating bleacher area by extending fence;
- Creating flat pad for vertical ramp set ups;
- Roll in and additional deck for big bowl (no additional cost to City);
- Additional spectating area adjacent to pump track;
- Redesigned track position and exit area and add additional area for start and exit zones on staging deck on the south end; and
- Adding additional deck on the north end of the pump track staging area

The additional improvements include an area to accommodate half pipe/vertical ramp events and will also provide space for additional spectator bleachers by extending the west fence line towards Dune Palms Road. The improvements also provide additional spectating and deck area next to the pump track, and an improved pump track design and more efficient entrance/exit area for the pump track. Spohn Ranch will be constructing a roll in and additional deck for the large bowl at no additional cost to the City.

The following is the revised anticipated project schedule:

Finalize Design	November 2020
Construction	December 2020 – November 2021
Project Acceptance	December 2021

ALTERNATIVES

Staff does not recommend other alternatives.

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

Attachment 1: Amendment No. 5 to Agreement for Contract Services

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**AMENDMENT NO. 5
TO CONTRACT SERVICES AGREEMENT**

This Amendment No. 5 ("Amendment 5") to Contract Services Agreement ("Agreement") is made and entered as of the 18th day of November, 2020 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation, and Spohn Ranch, Inc. ("Contracting Party").

RECITALS

WHEREAS, on or about June 8, 2018 the City and Contracting Party entered into an Agreement to provide services related to Design-Build for an extreme sports facility ("X-park"), Project No. 2015-09; and

WHEREAS, on or about March 20, 2019, the City and Contracting Party executed Amendment No. 1 and mutually agreed to amend Section 1.1 Scope of Services of the Agreement to provide the approved final design of the facility, amend Section 2.1 Contract Sum of the Agreement for a total not to exceed amount of \$3,617,000, amend Section 3.2 Schedule of Performance of the Agreement for the revised schedule "Exhibit C", and amend Section 3.4 Term of the Agreement, to February 29, 2020 ("Extended Term"); and

WHEREAS, on or about July 1, 2019, the City and Contracting Party executed Amendment No. 2 and mutually agreed to amend Section 1.1 Scope of Services by removing irrigation and landscaping services for the X-park; and respectively reduce Section 2.1 Contract Sum for these services in the amount of \$106,000 for a revised not to exceed amount to \$3,511,000; and

WHEREAS, on or about February 20, 2020, the City and Contracting Party executed Amendment No. 3 and mutually agreed to amend Section 3.4 Term of the Agreement through June 30, 2021 ("Extended Term"); and

WHEREAS, on or about September 16, 2020, the City and Contracting Party executed Amendment No. 4 and mutually agreed to amend Section 1.1 Scope of Services to provide parking lot lighting, additional fencing, design modifications and construction of three retention basins; and respectively increase Section 2.1 Contract Sum for these services in the amount of \$203,126 for a revised not to exceed amount to \$3,714,126; and amend Section 3.4 Term of the Agreement through December 31, 2021 ("Extended Term"); and

WHEREAS, the City and Contracting Party mutually agree to amend Section 1.1 Scope of Services of the Agreement to provide additional enhancements and amended performance standards as depicted in "Exhibit A"; and

WHEREAS, the City and Contracting Party mutually agree to amend Section 2.1 Contract Sum of the Agreement with an additional \$43,584, for a total not to exceed amount of \$3,757,710, due to the amendment to the Scope of Services outlined in the above recital; and

WHEREAS, the City and Contracting Party mutually agree to amend Section 3.2 Schedule of Performance of the Agreement to the revised schedule as depicted in "Exhibit C", incorporated herewith by this reference; and

WHEREAS, the City and Contracting Party mutually agree to amend Section 4.2 Contract Officer, to designate Bryan McKinney, Public Works Director/City Engineer as the contract officer.

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

AMENDMENT

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

Section 1.1 Scope of Services is amended to include the enhancements listed and depicted in the attached "Exhibit A", incorporated herewith by this reference.

Section 2.1 Contract Sum is amended to read:

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed Three Million Seven Hundred and Fifty Seven Thousand Seven Hundred and Ten Dollars (**\$3,757,710**) (the "Contract Sum"), except as provided in Section 1.6.

"Exhibit B" – Budget is amended as listed in "Exhibit B", attached hereto and incorporated by this reference.

Section 3.1 Schedule of Performance is being amended as reflected in the attached "Exhibit C" incorporated herewith by this reference.

Section 4.2 Contract Officer is amended to read:

The "Contract Officer" shall be Public Works Director/City Engineer Bryan McKinney or such other person as may be designated in writing by the City Manager of City.

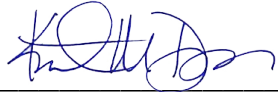
In all other respects, the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the City and Contracting Party have executed this Amendment No. 5 to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA
a California municipal corporation
and Charter City

SPOHN RANCH, INC.

By: _____
Jon McMillen, City Manager
City of La Quinta, California

By: 

Kirsten Dermer, CEO

ATTEST:

Monika Radeva, City Clerk
City of La Quinta, California

(City Seal)

APPROVED AS TO FORM:

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



Exhibit A Scope of Services

11/3/20

X-Park Additional Event Enhancements

From the inception this park and the overall design was intended to create a programmable space for both events and daily use. The operations building with a wall of roll-up glass doors and an observation deck on top is the hub for these types of activities. But the park itself also has several distinct areas that cater to different sports and different disciplines within those sports, including a bowl that will become a destination for events and advanced riders alike.

The City Council's request for information about where to place a vert ramp for events really opened the door to a more in-depth look at events and programming, and operations in general. We also received additional input from some of the top professional skateboarders with ideas to enhance what we've created to date. Because many of these items seemed important enough, we put together a summary with their related costs and benefits to present for consideration.

Area A

- Create bleacher area by extending fence
 - Additional fence (\$3500)
 - Large gate for vehicle access (\$3000)

If there is any one addition to help facilitate large events, it is creating programmable space for bleachers, tents and other event infrastructure. The most logical place for this is along the west side of the park and Dune Palms Road. This additional space can be achieved by moving the fence further out (20') toward the road. The additional fence should include a vehicle access gate to facilitate maintenance, event equipment and EMT services.

We were also looking at this area as a potential opportunity for vert ramp setups, but ultimately decided it wouldn't be a good fit, especially with the addition of participants and spectators.

Area B

- Create flat pad for Vert Ramp Set-Ups
 - Add small retaining wall (\$5000)
 - Move fence line to accommodate (\$2500)
 - Additional area drain (\$2500)

Based on the City's interest in having a space to set up a vert ramp for events, we reviewed the site. The ideal location would be relatively flat and would also have space available for bleachers and spectating. The only two viable locations are in the parking lot, which creates concerns for parking and traffic, and adjacent to the building, in the location we have shown. Currently there is a slope in this area. While these portable structures can be adjusted to be set up on non-level ground, it is ideal to set them up on level surfaces. In this location, we suggest that this area be terraced to create as close to a flat pad as possible. This can be accomplished partially with grading, but also will require a small retaining wall along the bottom end. This



change would also necessitate the addition of an area drain or wall drain. The fence would also need to be adjusted to work around the wall and run adjacent to the skatepark, then connecting back to the building.

Area C

- Roll-in and additional deck for big bowl (\$4500)
- This work will be performed at Spohn Ranch's cost

This bowl is a replica of the iconic and historic Pipeline/ Combi bowl. We have been collaborating with a famous professional skater who was involved in the design of the initial Pipeline bowl - Lance Mountain. He had not included a roll-in in his initial design for this park, but believes it is important to include it. This particular feature serves as a way to access the interior of the bowl by rolling in on a ramp vs. dropping in off the edge. This provides ease of access for intermediate skaters, as well as providing a trick opportunity for advanced riders. It has the added benefit of providing ease of access for EMT personnel if needed.

Area D

- Additional spectating area adjacent to pump track

While considering programmable space, spectators, and event use, we identified a location we believe should be programmed, either now or at a later date. This space in between the skatepark and pump track will be DG, and is a logical place for temporary infrastructure such as tents for events. It is also a logical place for more permanent seating such as picnic tables or bleachers. Currently, we are not proposing any additional cost items for this area, we are just bringing this area to the city's attention.

Area E

- Redesigned track position and exit area/ Add additional area for start and exit zones on staging deck on the south end
 - Add turndown wall (\$5500)
 - Add guard railing (\$4900)
 - Add deck and flatwork (\$11,820)
 - Remove and deduct skateable elements from deck zone (CREDIT of \$2688)

In the process of the pump track redesign, one of our objectives was to balance the track lengths, to make sure one track wasn't too difficult or lengthy for the riders. We also wanted to make sure we didn't negatively impact the volume in the retention basins. As we laid out the staging areas and track return area, we were concerned there was still enough space for the area to safely function when at capacity. The return zone became off-center from the staging deck. Out of concern for safety and having appropriate area for our start and exit zones, and minimizing conflict between those two zones, the only solution was to increase the size of the exit area. In the process, the change will also help to further delineate the staging area of the pump track from the skatepark itself. We are also proposing to add an additional safety barrier in the form of guard railing.

Area F

- Add additional deck on the north end of the pump track staging area



- Add turndown wall (\$3000)
- Add guard railing (\$2700)
- Add deck and flatwork (\$4540)
- Remove and deduct skateable elements from deck zone (CREDIT of \$2688)

We propose to redesign the edge of the deck to create further delineation between the skate area and pump track, which will add some square footage. We are also proposing to add an additional safety barrier in the form of guard railing.

We have been receiving input and requests from the skate community to add metal edging at the tops of the turns on at least one of the tracks. This enables riders to not only ride through the corners, but also to grind along the top edge and perform tricks. This would make the La Quinta pump track a stand-out, and unique to all others in the region/ country. We have also had requests to add a wall-ride feature, which is a vertical wall extension allowing riders to leave the track, ride the face, and return to the pump track. This request came from the BMX community, and was suggested to be built in wood; however, we believe that if the feature will be included, it should be built in concrete so that users of all wheels can make use of it.

As these features are purely performance enhancements for park users, and we would like to see them implemented, we are performing them at our cost.

SUMMARY OF PROPOSED CHANGES

ITEM	CATEGORY OF CHANGE	COST
Area A		
Additional Fence	Event Infrastructure	\$3,500.00
Large Gate for Vehicle Access	Event Infrastructure	\$3,000.00
Total for Area A		\$6,500.00
Area B		
Add Small Retaining Wall	Event Infrastructure	\$5,000.00
Move Fence Line	Event Infrastructure	\$2,500.00
Additional Area Drain	Event Infrastructure	\$2,500.00
Total for Area B		\$10,000.00
Area C		
Roll-In & Additional Deck for Big Bowl	Safety/ Functionality	\$4,500.00
Spohn Ranch Credit	Safety/ Functionality	-\$4,500.00
Total for Area C		\$0.00



Area D

Additional Spectating Area Adjacent to Pump Track	Event Infrastructure	\$0.00
Total for Area D		\$0.00

Area E

Add Turndown Wall	Safety/ Functionality	\$5,500.00
Add Guard Railing	Safety/ Functionality	\$4,900.00
Add Deck and Flatwork	Safety/ Functionality	\$11,820.00
Remove & Deduct Skateable Elements	Safety/ Functionality	-\$2,688.00
Total for Area E		\$19,532.00

Area F

Add Turndown Wall	Safety/ Functionality	\$3,000.00
Add Guard Railing	Safety/ Functionality	\$2,700.00
Add Deck and Flatwork	Safety/ Functionality	\$4,540.00
Remove & Deduct Skateable Elements	Safety/ Functionality	-\$2,688.00
Total for Area F		\$7,552.00

TOTAL CHANGE ORDER FOR REVISED DESIGN **\$43,584.00**

Thank you for the opportunity to present these design revisions to the City of La Quinta. We believe the changes we have made will enhance the experience for all park users!

Performance Standards:

SECTION 2000
DIVISION 2 - GENERAL PROJECT REQUIREMENTS

1.0 STANDARD SPECIFICATIONS

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

Bookstore Locations: see website for Southern California locations

Website: www.bnibooks.com

The Standard Specifications shall prevail in all cases except where a Contract Document of a higher order, as defined in Section 1400-1.2 **Discrepancies and Omissions**, provides a different requirement on a given topic or topic aspect. All language in the Standard Specifications that is not in conflict with the language in the prevailing Contract Documents on a given topic or topic aspect shall remain in full force and effect, unless the language in the prevailing Contract Document specifically cites the section number in the Standard Specification and says said provision is in lieu that Standard Specification section.

1.1 **Alternative Specifications** – The Standard Specifications shall apply to this project unless specifically referenced otherwise in the Contract Documents. Wherever "**State Standard Specifications**" are referenced, it shall mean the Standard Specifications, 2010, edition, published by the State of California Department of Transportation, and wherever the "**State Standard Plans**" are referenced in the Contract Documents, it shall mean the Standard Plans, 2010, edition, published by the State of California Department of Transportation.

The Contractor may request bound copies of these documents from Caltrans at:

California Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, CA 95815-3800
(916) 263-0822, (916) 263-0865

Or, download these documents at no cost from the Caltrans website:

http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_S tdSpecs/2010_StdSpecs.pdf

Wherever the State Standard Specifications reference, Section 4-1.03d "Extra Work," it shall mean Paragraph 1400-7.0 **Changes in the Scope of Work** of these project Specifications.

2.0 STANDARD PLANS

The Standard Plans of the City of La Quinta adopted by the City Council on August 21, 2001, shall apply to this project unless specifically stated otherwise in the Contract Documents.

2.1 Alternative Guidance

2.1.1 California Manual on Uniform Traffic Control Devices (CA MUTCD)

The Standard Plans shall apply to this project unless specifically referenced otherwise in the Contract Documents. Wherever "**CA MUTCD**" is referenced, it shall mean the 2014 edition of the California Manual on Uniform Traffic Control Devices, published by the State of California.

The Contractor may download these documents at no cost from the Caltrans website:

http://www.dot.ca.gov/hq/traffops/engineering/mutcd/ca_mutcd2014.htm

2.1.2 California Building Code, Part 2 (CBC)

The Contractor may download these documents at no cost from the California Building Standards Commission website:

http://www.ecodes.biz/ecodes_support/Free_Resources/2013California/13Building/13Building_main.html

2.1.3 California Electrical Code, Part 3 (CBC)

The Contractor may download these documents at no cost from the California Building Standards Commission website:

<http://www.bsc.ca.gov/Home/Current2013Codes.aspx>

3.0 PRE-CONSTRUCTION CONFERENCE

3.1 **Attendees**

The City and its consultants, and the Contractor and its superintendent, invited subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

3.2 **Agenda**

The City Engineer will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction.

4.0 **PROGRESS SCHEDULES**

4.1 **General**

Prior to commencing work, the Contractor shall provide a Construction Schedule and Cash Flow Projection. During the course of construction, the Contractor shall provide a Weekly Activities Plan.

4.2 **Construction Schedule**

4.2.1 The schedule shall be submitted within five (5) days of Notice to Proceed and accepted by the City Engineer before the first partial payment can be made.

4.2.2 The Contractor shall submit the schedule based on the Critical Path Method (CPM). The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:

- a. The start and completion dates of all work items.
- b. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.
- c. Progress milestone events or other significant stages of completion.
- d. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.

Activities shall be no longer than 10 workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of

the City Engineer, for repetitious activities of longer durations for which progress can be easily monitored.

4.2.3 Any activity that cannot be completed by its original completion date shall be considered to be "behind schedule."

4.2.4 At not less than monthly intervals and when requested by the City Engineer, the Contractor shall submit a revised schedule for all work remaining. If, at any time, the City Engineer considers the project completion date to be in jeopardy because of activities "behind schedule," the Contractor shall submit additional schedules and diagrams indicating how the Contractor intends to accomplish the remaining work to meet the Contract completion date.

4.2.5 All change orders, regardless of origin, shall be reflected in the schedule.

4.3 **Time Impact Analysis**

4.3.1 When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the City Engineer a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date.

4.4 **Weekly Activities Plan**

On the last working day of every week the Contractor shall submit to the City Engineer the Contractor's Plan of Activities for the following two weeks. The Plan of Activities shall describe the activity and location of the activity.

4.5 **Cash Flow Projection**

A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

4.6 **Lump Sum Price Breakdown**

For work to be performed for a lump sum price, the Contractor shall submit a price breakdown to the City Engineer prior to the first payment and within twenty (20) calendar days after award of the Contract. The price breakdown, as agreed upon by the Contractor and the City Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item. Mobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the City Engineer,

mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses.

The price breakdown will be subject to the approval of the City Engineer, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The price breakdown shall be sufficiently detailed to permit its use by the City Engineer as one of the bases for evaluating requests for payments. The City Engineer shall be the sole judge of the adequacy of the price breakdown.

5.0 SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

5.1 Dust Control

The Contractor at its expense shall take whatever steps, procedures, or means as are required to comply with Section 3000-4.2 and prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work.

5.2 Noise Abatement

Operations shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

5.3 Working Hours

Construction operations and maintenance of equipment within one half mile of human occupancy shall be performed only during the time periods as follows, unless otherwise approved by the City:

Monday - Friday 7:00 AM to 5:30 P.M.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City for work by the Contractor after the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work in

Section 3000, **SPECIFIC PROJECT REQUIREMENTS**, specifically required to be performed outside the normal working hours are excluded from the provisions of this paragraph.

5.4 **Drainage Control**

In all construction operations, care shall be taken not to disturb the existing drainage pattern whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage to water from the site or due to altered drainage patterns from construction operations.

Temporary provisions shall be made by the Contractor to insure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses.

5.5 **Construction Cleaning**

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from his operations.

5.6 **Disposal of Material**

The Contractor shall make arrangements for disposing of materials outside the right-of-way and the Contractor shall pay all costs involved. The Contractor shall first obtain permission from the property owner on whose property the disposal is to be made and absolve the City from any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided, the Contractor shall conform to all required codes pertaining to grading, hauling, and filling of earth.

5.7 **Parking and Storage Areas**

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage must be approved by the City Engineer.

6.0 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS AND PUBLIC

The Contractor shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property, persons, or public in general. Contractor shall install fencing, open trench signs, cones, or other protective devices as directed by the City. Site protection shall be to the satisfaction of the City Engineer.

The Contractor shall repair or replace all existing improvements within the right-of-way, which are not designated for removal (e.g., electrical, lighting, curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original conditions and location as is reasonably possible. Lawns shall be covered with sod seeded to the applicable season, to the satisfaction of City.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, irrigation, sprinklers, and other improvements within the right-of-way which are designated for removal and would be destroyed because of the work.

7.0 EXISTING UTILITIES

7.1 General

The Contractor is responsible to verify exact location of all utilities prior to the start of construction. Pursuant to Government Code Section 4216, et. seq., the Contractor shall notify the appropriate required notification center. The notification center for La Quinta can be reached by contacting UNDERGROUND SERVICE ALERT (USA) at 1-800-422-4133 or dial 811. USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours of notice.

7.2 Notification and Location

At least two (2) working days before performing any excavation work, the Contractor shall request the utility owners to mark or otherwise indicate the location of their service.

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective owners and which he believes may affect or be affected by his operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The following utility companies provide

service to the La Quinta area and can be contacted via the USA telephone number or the number list below.

1. Southern California Gas Company, (909) 335-7851
2. Imperial Irrigation District, (760) 398-5823
3. Frontier Communications, (760) 778-3621
4. Coachella Valley Water District, (760) 398-2651
5. Spectrum, (760) 674-5451

7.3 **Damage and Protection**

The Contractor shall immediately notify the City Engineer and utility owner of any damage to a utility.

7.4 **Utility Relocation and Rearrangement**

The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Plans, field located by a utility company, or as provided for in the General Requirements. The Contractor shall coordinate with the owner of utility facilities for the rearrangement of said facilities.

In the event that underground utilities are found that are not shown in the Contract Documents or are found to exist in a different location than shown in the Contract Documents, the Contractor shall: (1) notify the City Engineer of the existence of said facilities immediately; and (2) take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be determined by City Engineer. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the City or utility company to provide for the removal or relocation of facilities for which they are the responsible party as defined in Paragraph 2000-7.3, **Damage and Protection**.

Where it is determined by the City Engineer that the rearrangement of an underground main, the existence of which is not shown on the Plans, Specifications, or in the General Requirements, is essential in order to accommodate the

contemplated improvement, the City Engineer will provide for the rearrangement of such facility by other forces or by the Contractor in accordance with the provisions of Paragraph 1400-7.1, Change Orders.

When the General Requirements, Specifications, or Plans indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

7.5 **Underground Facilities**

The Contractor is responsible for coordinating all project documentation, including but not necessarily limited to, the Contract Documents and existing record drawings for the determination of the location of all underground facilities.

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication, the Contractor shall verify the location and elevations of existing underground facilities, which the Contractor is connecting to.

No additional compensation shall be provided the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify The Gas Company's Headquarters Planning Office at least 2 working days prior to the start of construction.

END OF SECTION

ADDENDUM TO AGREEMENT

Re: Scope of Services

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

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight

(8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

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

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

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

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

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

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

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

6. Liquidated Damages. Since the determination of actual damages for any delay in performance of the Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement,

Contracting Party shall be liable for and shall pay to City the sum of Five Hundred dollars (\$ 500.00) as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Contracting Party any accrued liquidated damages.

Exhibit B
Budget

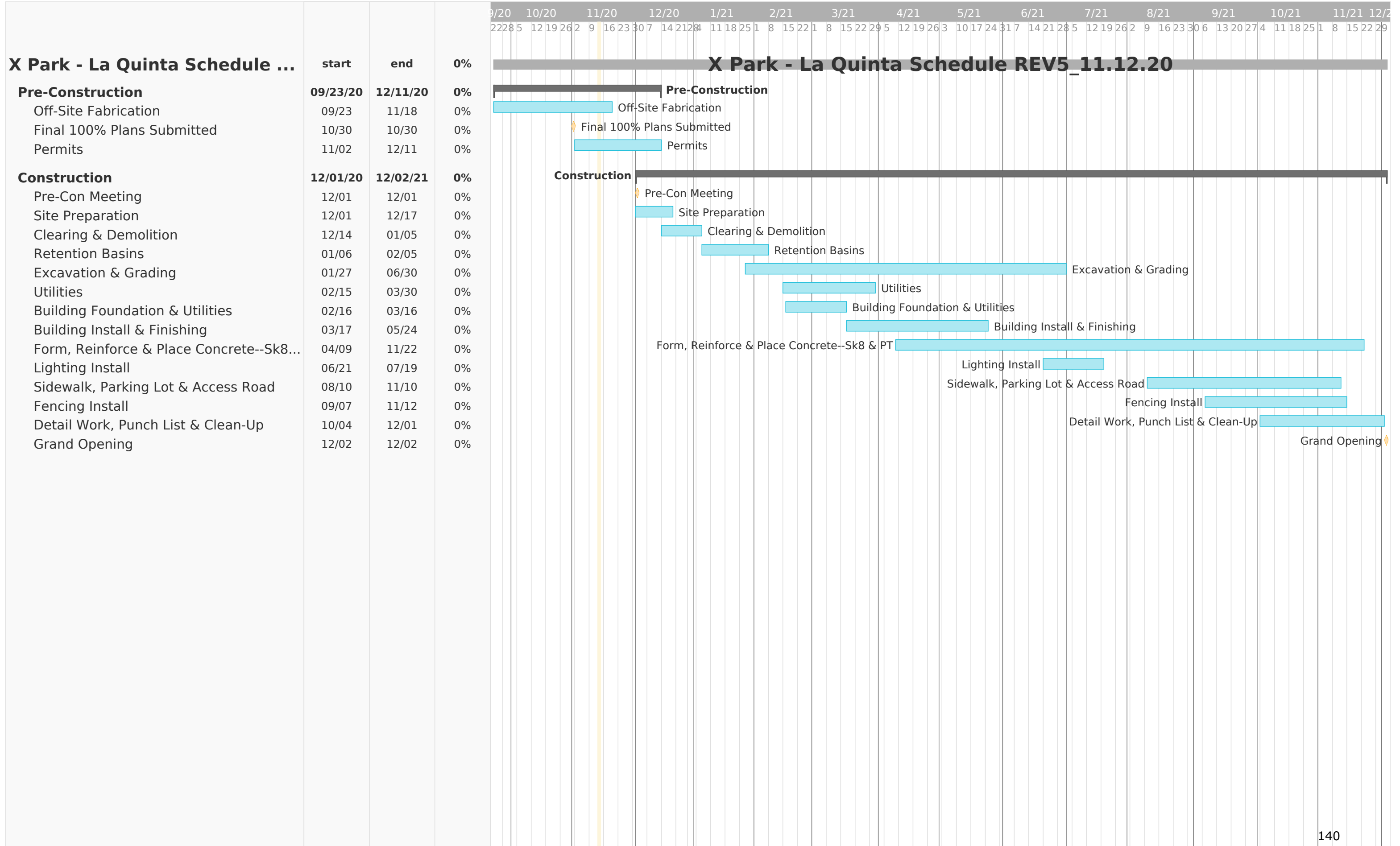
The maximum total compensation to be paid to Contracting Party for the additional services to be provided under Amendment 5 to the Agreement is Forty Three Thousand, Five Hundred and Eighty-Four Dollars (\$43,584), for a total not to exceed Agreement amount of Three Million Seven Hundred and Fifty-Seven Thousand Seven Hundred and Ten Dollars (\$3,757,710) ("Contract Sum"). The Contract Sum shall be paid to Consultant in conformance with Section 2.3 of the Agreement.

Base Contract Amount:	\$ 2,800,000
Amendment No. 1:	\$817,000
Amendment No. 2:	(\$106,000)
Amendment No. 3:	\$0
Amendment No. 4:	\$203,126
Amendment No. 5:	\$43,584
Revised Contract Total:	\$ 3,757,710

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, attached hereto and incorporated herein by this reference.

Spohn Ranch shall commence construction work after pre-construction activities are accepted by the City and after the issuance of a written Notice to Proceed, and agrees to have all work completed within 250 working days from the date of Notification to Proceed.



City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION SUPPORTING A COMPREHENSIVE ANALYSIS OF ALL WATER IMPORT ALTERNATIVES AS PART OF THE LONG-TERM SOLUTION FOR THE SALTON SEA

RECOMMENDATION

Adopt resolution supporting a comprehensive analysis of all water import alternatives as part of the long-term solution for the Salton Sea.

EXECUTIVE SUMMARY

- In June 2018, the Counties of Imperial and Riverside entered into a Memorandum of Understanding (MOU) to work together, along with local agencies, on agreed projects that would stabilize and restore the Salton Sea.
- On November 20, 2018, Council adopted Resolution No. 2018-057 in support of the MOU, and recognizing the importance of collaboration among stakeholders affected by the Salton Sea as vital to solve the complex challenges and promote economic development, public health, air quality, and wildlife habitat.
- On May 7, 2019 Council adopted Resolution No. 2019-012 that supports amending the MOU to include ocean water importation as a long-term solution for the restoration of the Salton Sea.
- The City has received a request from the Salton Sea Coalition to adopt a follow-up resolution restating the City's previous position and adding a specific request that 2 million dollars of unused Salton Sea funds be immediately applied for a comparative engineering review of the ocean water import proposals that were previously accepted by the State.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

Recognizing that cooperation among stakeholders affected by the Salton Sea is paramount to solve its complex challenges, Riverside and Imperial Counties signed an MOU in June 2018, calling for joint planning to ensure smooth development of a multi-benefit project known as the Perimeter Lake.

Both counties plan to work together with local agencies on agreed projects and financing mechanisms such as an Enhanced Infrastructure Finance District (EIFD) which would support projects and stimulate economic development around the Salton Sea. This would include creating recreational lakes, supporting geothermal resource development, mitigating air quality issues, and preserving vital habitat.

The Salton Sea Coalition requested that public agencies impacted by the decline of the Salton Sea adopt resolutions supporting ocean water importation as a long-term solution to restore the Salton Sea. The Cities of Palm Desert, Desert Hot Springs, and Indian Wells have adopted resolutions in support of this specific and immediate use of funds for a comparative engineering review.

The considered resolution calls for the State to continue aggressively pursuing the creation of an independent review panel to analyze water import alternatives and to allocate \$2 million out of the \$507.5 million of unused funds for engineering review of ocean water imports into the Salton Sea.

ALTERNATIVES

Council may elect to not adopt this resolution.

Prepared by: Gil Villalpando, Assistant to the City Manager
Approved by: Jon McMillen, City Manager

RESOLUTION NO. 2020 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, DECLARING ITS CONTINUED SUPPORT FOR A COMPREHENSIVE ANALYSIS OF ALL WATER IMPORT ALTERNATIVES AS PART OF THE LONG-TERM SOLUTION FOR THE SALTON SEA

WHEREAS, the inflow of water to the Salton Sea has decreased and pursuant to the Quantification Settlement Agreement, mitigation water inflows ended on December 31, 2017, and without restoration or stabilization measures, the Salton Sea will rapidly decline; and

WHEREAS, The State of California ("State") has developed the Salton Sea Management Program ("SSMP") through departments within the California Natural Resources and Environmental Protection Agencies and is obligated to pay for certain costs related to habitat, and water quality issues at the Salton Sea; and

WHEREAS, On November 20, 2018 the City of La Quinta adopted Resolution No. 2018-057 in support of a Memorandum of Understanding with Riverside and Imperial Counties to work together with local agencies to collaborate with stakeholders affected by the Salton Sea. The goal was to solve complex challenges and promote economic development, public health, air quality, and wildlife habitat;

WHEREAS, On May 7, 2019 the City of La Quinta adopted Resolution No. 2019-012 that read: "Parties are supportive of comprehensive analysis of ocean water importation as a long-term solution for the restoration of the Salton Sea. Parties respectfully request analysis be conducted of ocean water importation and incorporated into the State's 10-year SSMP plan"; and

WHEREAS, the California State Water Resources Control Board has an oversight role in monitoring and ensuring progress towards the goal of the SSMP and has set a deadline of December 31, 2022 for the completion of a long-term plan regarding the Salton Sea;

WHEREAS, eleven (11) proposals received by the State in 2018 in response to their Request for Information (RFI) included a water importation component; and

WHEREAS, the City Council requests that agencies and stakeholders begin the analysis of water import alternatives so it could be completed by the

December 31, 2022 deadline as set forth by the California State Water Resources Control Board for the long-term plan regarding the Salton Sea;

WHEREAS, the State will require that any water import project proposal include an engineering and logistic feasibility study conducted on behalf of the proponent by an accredited or licensed engineering, planning, or equivalent organization recognized by the State prior to consideration by the SSMP; and

WHEREAS, the State prepared a Request for Proposal (RFP) for an independent reviewer panel to conduct a feasibility study of water importation proposals in February 2020 and again in June 2020, neither of which received response; and

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

SECTION 1. The City Council declares its continued support for the completion of a comprehensive analysis and review of all water import alternatives as a long-term solution for the restoration of the Salton Sea, and requests the analysis of said alternatives in incorporated into the SSMP.

SECTION 2. The City requests that the State continue to aggressively pursue the creation of an independent reviewer panel for the immediate analysis of water import alternatives in order to maintain the current December 31, 2022 completion deadline as set forth by the California State Water Resource Control Board for the long-term plan regarding the Salton Sea.

SECTION 3. The City of La Quinta requests that the Salton Sea Management Program allocate two million dollars of the \$507.5 million unused and available funding for restoring the Salton Sea for an immediate comparative engineering review of the ocean water import proposals accepted by the state in 2018.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 17th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

(CITY SEAL)

APPROVED AS TO FORM:

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

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City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: INTERVIEW AND APPOINT ONE RESIDENT TO SERVE AS CITY REPRESENTATIVE ON THE IMPERIAL IRRIGATION DISTRICT ENERGY CONSUMERS ADVISORY COMMITTEE FOR A FOUR-YEAR TERM ENDING DECEMBER 2024

RECOMMENDATION

Appoint one resident to serve as City representative on the Imperial Irrigation District Energy Consumers Advisory Committee for a four-year term ending December 2024.

EXECUTIVE SUMMARY

- The Energy Consumers Advisory Committee (ECAC) serves as an advisory body to the Imperial Irrigation District (IID) Board of Directors (Board).
- La Quinta is represented by two members on ECAC – one Councilmember and one resident; the term of the resident appointment expires December 31, 2020.

FISCAL IMPACT

There is no fiscal impact to the City. The IID ECAC voluntary position does not receive a stipend. Expenses incurred by members in connection with their service, such as mileage, may be reimbursed only if pre-approved by IID in accordance with IID policy.

BACKGROUND/ANALYSIS

The ECAC was formed in 1994 to provide critical advice and recommendations to the IID's Board regarding all aspects of the Energy Department and its operations, including budget needs, capital expenditures and pilot program needs, strategic planning, and IID Board policy matters that affect the Energy Department.

ECAC meets on the first Monday of every month (excluding holidays) and is comprised of 20 individuals, who serve 4-year terms beginning January 1 and ending December 31 and reside within the IID service territory.

Two Imperial Valley members are appointed by each director representing the five divisions of the IID Board. The Coachella Valley is represented by 10 members nominated by the Cities and the County of Riverside; the Cities of Indio, Coachella, and La Quinta each nominate two members; while the Cities of Palm Desert and Rancho Mirage share a member. The unincorporated areas are served by three (3) members nominated by the County of Riverside. The IID Board of Directors ratifies each nominated member.

La Quinta's members currently serving, both appointed on December 17, 2019 and ratified by the IID Board on January 14, 2020, are Mayor Pro Tem Peña, term ending December 31, 2022, and resident Lee Osborne who filled an unexpired term ending December 31, 2020, following former Committee Member George Christopher's resignation.

The City advertised the upcoming vacancy on the City's website and via social media platforms from October 12 through November 9. Applications are accepted throughout the year and applicants, including previously unsuccessful applicants, are notified of vacancies.

Applications were received from the following residents:

- Lee Osborne
- Mark Gart

ALTERNATIVES

Council may direct staff to re-advertise the upcoming vacancy and set another date for Council interviews and appointment.

Prepared by: Monika Radeva, City Clerk
Approved by: Jon McMillen, City Manager

City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: APPROVE CANCELLATION OF REGULAR CITY COUNCIL MEETING OF JANUARY 5, 2021

RECOMMENDATION

Approve cancellation of the regular City Council meeting of January 5, 2021.

EXECUTIVE SUMMARY

- The City Manager and Executive Team have reviewed pending items and determined that there is no need to hold the January 5, 2021 City Council meeting.
- Advance notice of cancelled meetings allows Councilmembers, Staff, and the public to properly plan for deadlines and workflow.

FISCAL IMPACT

There would be cost savings consisting of the time and materials associated with production and delivery of one agenda packet.

BACKGROUND/ANALYSIS

The City Manager and the Executive Team have reviewed the items requiring Council consideration, and all matters that require Council review have been scheduled for the two Council meetings in December. Thus, there is no need to hold a Council meeting on January 5, 2021. The City's Annual Community Workshop is anticipated to be held on January 16, 2021, virtually via Zoom, and Council will hold its regularly scheduled meeting on January 19, 2021.

The recommended December/January meeting schedule is:

- December 1, 2020 regular meeting
- December 15, 2020 regular meeting
- January 5, 2021 CANCEL
- January 16, 2021 Council/Community Workshop
- January 19, 2021 regular meeting

Should a pressing situation or matter requiring Council direction or action before the next regular meeting arise, a special meeting would be called.

ALTERNATIVES

Council may select an alternate date to cancel a meeting or cancel no meetings.

Prepared by: Monika Radeva, City Clerk
Approved by: Jon McMillen, City Manager

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City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: APPROPRIATE MEASURE G FUNDING FOR THE SILVERROCK PARK VENUE PROJECT NO. 2016-08 AND ALONGI BUILDING PROJECT NO. 2018-06, AND AUTHORIZE FUTURE CHANGE ORDERS TO CONTRACT WITH URBAN HABITAT FOR THE SILVERROCK PARK VENUE PROJECT

RECOMMENDATION

Appropriate additional Measure G funding in the amount of \$244,700 for the SilverRock Park Venue Project No. 2016-08 and \$160,000 for the Alongi Building Project No. 2018-06, for additional project improvements; and authorize the City Manager to execute future change orders with Urban Habitat for the improvements.

EXECUTIVE SUMMARY

- On August 6, 2019, a contract was awarded to Urban Habitat (Contractor) for the construction of the La Quinta SilverRock Park Venue Project (Project) (Attachment 1) and construction began in September 2019.
- Additional Measure G funding in the amount of \$244,700 is needed for additional improvements for the SilverRock Park Venue Site Project and \$160,000 for the Alongi Building Project.
- Staff presented the additional appropriation request to the Financial Advisory Commission (FAC) on November 4, 2020, and the FAC recommended approval.

FISCAL IMPACT

Additional Measure G Funding is requested in the amount of \$244,700 to complete the SilverRock Park Venue Project. If approved, fiscal year 2017/18 Measure G reserves would be reduced by \$404,700 and the anticipated reserve balance on June 30, 2021 would be \$11,458,719. The following table shows the projects budgeted revenue sources and proposed requested funding:

	Current Budget	Proposed Budget
Arts in Public Spaces	\$ 300,000	\$ 300,000
Measure G Funding	\$ 1,621,900	\$ 1,866,600
Park & Rec DIF Fund	\$ 2,400,000	\$ 2,400,000
Quimby Funding	\$ 2,000,000	\$ 2,000,000
Total Budget:	\$ 6,321,900	\$ 6,566,600

The following is the breakdown of estimated additional costs needed to complete the current project:

	Total Budget
Amphitheater Landscape Change	\$ 23,500
Additional Geotechnical Soils Grading Headwall Costs, Additional Slope Repair due to Drainage Water, and additional RCP Replacement	\$ 60,000
Electric/water delays	\$ 125,000
Low voltage lighting new service and pedestal - color changing lights	\$ 13,000
Erosion scar repairs	\$ 6,000
Install Concrete Crossing over Existing Drain	\$ 3,300
Overseeding	\$ 5,150
Soil stabilization on the head wall	\$ 8,000
Additional Core in Retaining Wall Footing at Stage	\$ 750
Total:	\$ 244,700

There is approximately \$64,000 in contingency available in the project budget. It is anticipated that this would be used to cover any other additional miscellaneous change orders including the final quantity adjustment.

Additional Measure G Funding is also requested in the amount of \$160,000 to complete the Alongi Building Project.

The following is the current and proposed Alongi Project budget:

	Current Budget	Proposed Budget
Design	\$ 46,955	\$ 46,955
Foundation and Utility Construction	\$ 98,161	\$ 98,161
Building Purchase	\$ 400,000	\$ 400,000
Building Modifications 1-21-2020	\$ 470,000	\$ 470,000
Building Modifications 6-17-2020	\$ 11,760	\$ 11,760
Landscape, Irrigation and Hardscape	\$ 173,124	\$ 323,124
Contingency	\$ 0	\$ 10,000
Total	\$ 1,200,000	\$ 1,360,000

BACKGROUND/ANALYSIS

On August 6, 2019, a contract was awarded to Urban Habitat for the construction of the Project which began in September 2019.

The additional funding is requested for the following items/improvements:

- Amphitheater landscape change
- Additional geotechnical soils grading headwall costs, additional slope repair due to drainage water, and additional reinforced concrete pipe replacement
- Electric/water delays
- Low voltage lighting new service and pedestal - color changing lights
- Erosion scar repairs
- Install concrete crossing over existing drain
- Overseeding
- Soil stabilization on the head wall
- Additional core in retaining wall footing at stage

The Alongi Building Project requests additional funding for landscaping, irrigation, hardscape, and Americans with Disability Act (ADA) enhancements. The cost for these improvements is \$323,124. Approximately \$160,000 in additional funding is needed to complete these improvements and provide a small project contingency.

Staff presented the request for appropriation of Measure G funds to the FAC on November 4, 2020 and the FAC recommended approval of the funding. The FAC also requested the formation of an FAC SilverRock Venue Park Subcommittee to further review and provide feedback on any future Phase II improvements and additional appropriation of Measure G funds. The SilverRock Subcommittee conducted a site visit of SilverRock Park and held a review meeting to discuss the prioritization of proposed Phase II improvements. A special FAC meeting will be held on November 23, 2020 to discuss the Phase II improvements and the subcommittee's recommendations.

If funding is approved, staff will prepare change order(s) for the additional improvements for the City Manager to execute.

ALTERNATIVES

Staff does not recommend other alternatives.

Prepared by: Julie Mignogna, Management Analyst

Approved by: Bryan McKinney, Public Works Director/City Engineer

Attachments: 1. Project Vicinity Map

[Click HERE to Return to Agenda](#)

ATTACHMENT 1



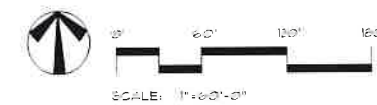
LEGEND

SYMBOL	QTY.	DESCRIPTION
	50	SHADE TREE
	10	DESERT ACCENT TREE
	36	PALM TREE
	28	LIGHT POLE LOCATION
	6	ELECTRICAL FULL BOX FOR FUTURE ART NODE

PARKING TABULATION

TYPE	LOCATION	QUANTITY
IMPROVED CLASS II BASE	PARK	210
DECOMPOSED GRANITE	PARK	330
MONTAGE CONFERENCE	CENTER	351
NATIVE SOIL OVERFLOW AREA	RETENTION BASIN	265
TOTAL		1156

**SILVER ROCK VENUE SITE
PHASE I ENHANCED
LA QUINTA, CALIFORNIA**



HERMANN DESIGN GROUP
 77809 WOLF RD.
 SUITE 102
 PALM DESERT, CA 92211
 LIC# 2756, EXP 04/30/18
 PH (760) 777-9131
 FAX (760) 777-9132
 DATE 12/8/15

ATTACHMENT 1

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City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: DISCUSS THE SCOPE AND STATUS OF THE VISTA SANTA ROSA GATEWAY VILLAGE PROJECT, LOCATED AT THE SOUTHEAST CORNER OF MONROE STREET AND AIRPORT BOULEVARD, IN THE COUNTY OF RIVERSIDE AND IN THE CITY'S SPHERE OF INFLUENCE

RECOMMENDATION

Discuss the scope and status of the Vista Santa Rosa Gateway Village project in the County of Riverside.

EXECUTIVE SUMMARY

- The Vista Santa Rosa Community is an unincorporated community in Riverside County and within the City's Sphere of Influence.
- The Vista Santa Rosa Gateway Village project is proposed within this area at the southeast corner of Monroe St and Airport Blvd. It consists of commercial uses and senior congregate care facility.
- This report is informational only and there is no decision or action of the Council. La Quinta does not have decision making authority over this project. Because the project is adjacent to the La Quinta city boundary, we may provide technical comments to the County of Riverside regarding any potential project impacts to La Quinta.

BACKGROUND/ANALYSIS

The Vista Santa Rosa Community (VSR) is an unincorporated community in Riverside County (County), generally located south of Avenue 50, east of Monroe Street, west of State Route 86 (Harrison Street) and north of Avenue 66. Rural residential uses are also prevalent, with an emphasis on equestrian activities. VSR is located within the City's southern Sphere of Influence (Sphere), which is a planning boundary outside of the City's legal boundary that can be annexed into the City (Attachment 1).

The City's General Plan 2035 designates goals, policies, programs, and land uses for this area. General Plan policy LU 1.4 states that a full Master Plan must be adopted before any annexations of southern Sphere lands would occur. The Master Plan would be community based, and would balance planning principles including

limiting urban sprawl, lowering vehicle trips and greenhouse gas emissions, while preserving the rural character of the area.

The Vista Santa Rosa Gateway Village project is located at the southeast corner of Monroe St and Airport Blvd. Otymar Lane is to the south, within the City's Sphere. Monroe St is the boundary line between La Quinta to the west, and the County of Riverside to the east. Directly on the west side in La Quinta is The Palms Golf Club residential community, and to the northwest in La Quinta is the PGA West Norman Course residential community. The project consists of 15,800 sf pharmacy, 7,550 sf retail, 5,800 sf gas station, 2,400 sf fast food, and 158,000 sf senior congregate care facility (128 beds). It will also include infrastructure improvements for the adjacent Westside Elementary School (sidewalks and new bus lane) and renovations for the existing Kennedy Store to the south. The project went through two previous iterations in 2007 and 2012, paused both times due to economy, and was then restarted in 2018. The County's current General Plan designation for this property is Agriculture and the County's zoning designations are Agriculture and a small parcel of Commercial zoning on Otymar Lane where the existing Kennedy Store is located (Attachment 2).

Because VSR is within the City's Sphere, the City has rezoned the area, including the project site. The City's rezoning for this site is Community Commercial, and the General Plan designation is General Commercial (Attachment 3). If the project were to be annexed into the City, these designations would automatically be applied. These designations allow for commercial uses such as retail uses; general services such as barber shops, laundromats or copy services; office and health services; dining uses and various recreation, assembly and residential uses. The northern half of the site is proposed as a commercial development. The southern half of site is a proposed senior congregate care facility. The commercial development would be consistent with the City's rezoning.

Rezoning of the Sphere area does not establish the official zoning. The County's zoning applies, and the proposal seeks a general plan amendment and zone change from light agricultural and rural commercial to mixed use to allow the proposed commercial and senior congregate care development. The project can move forward pursuant to the approval of the County Planning Commission and Board of Supervisors.

City staff received a copy of project plans and reports for review (Attachment 4). Plans and reports included site plan, preliminary landscape plans, fencing, floor plans, elevations, lighting plans, and traffic impact analysis. Staff has reviewed the project plans and traffic analysis, which estimates that the project will generate approximately 7,600 vehicle trips per day and includes various mitigation measures for intersection improvements. The City's General Plan build out was estimated considering this site to be Community Commercial and estimated approximately 635,905 average daily trips for the City and its Sphere. The project's trip generation represents 1% of that total.

City staff intends to provide the following comments to the County planning staff as the project is adjacent to the City boundaries and is within the City's Sphere:

1. The City of La Quinta shall review and approve all construction drawings for any infrastructure within City of La Quinta, including for the center median, access locations, striping and signal plans, and full right in/right out. Review shall occur before any grading or building permits are approved.
2. Based on vehicle trips generated by the project, the applicant should incorporate the following for the Monroe St/Airport Blvd intersection:
 - a) Build a signal at this intersection and seek reimbursement for future development contributions
 - b) Pay all fair share costs in advance of Phase 1 permits to City of La Quinta
 - c) Add lanes at each of these with Phase 1
3. It is suggested that of the three (3) proposed full accesses on Monroe St, the middle access 900 feet south from the intersection should be right in and right out only. This would create full accesses 600 feet apart.
4. All full access driveways on Monroe St should provide acceleration lanes for westbound to southbound left turns.

The project is under review by County staff and was presented to the Vista Santa Rosa Community Council at meetings in May and September 2020. Staff regularly attends these meetings and was in attendance at both meetings. The project has yet to be scheduled for hearings before the County Planning Commission and Board of Supervisors. La Quinta residents can send their correspondence to the County Planning Department and/or Supervisor's office. Contact information for these offices are listed below:

Planning Department

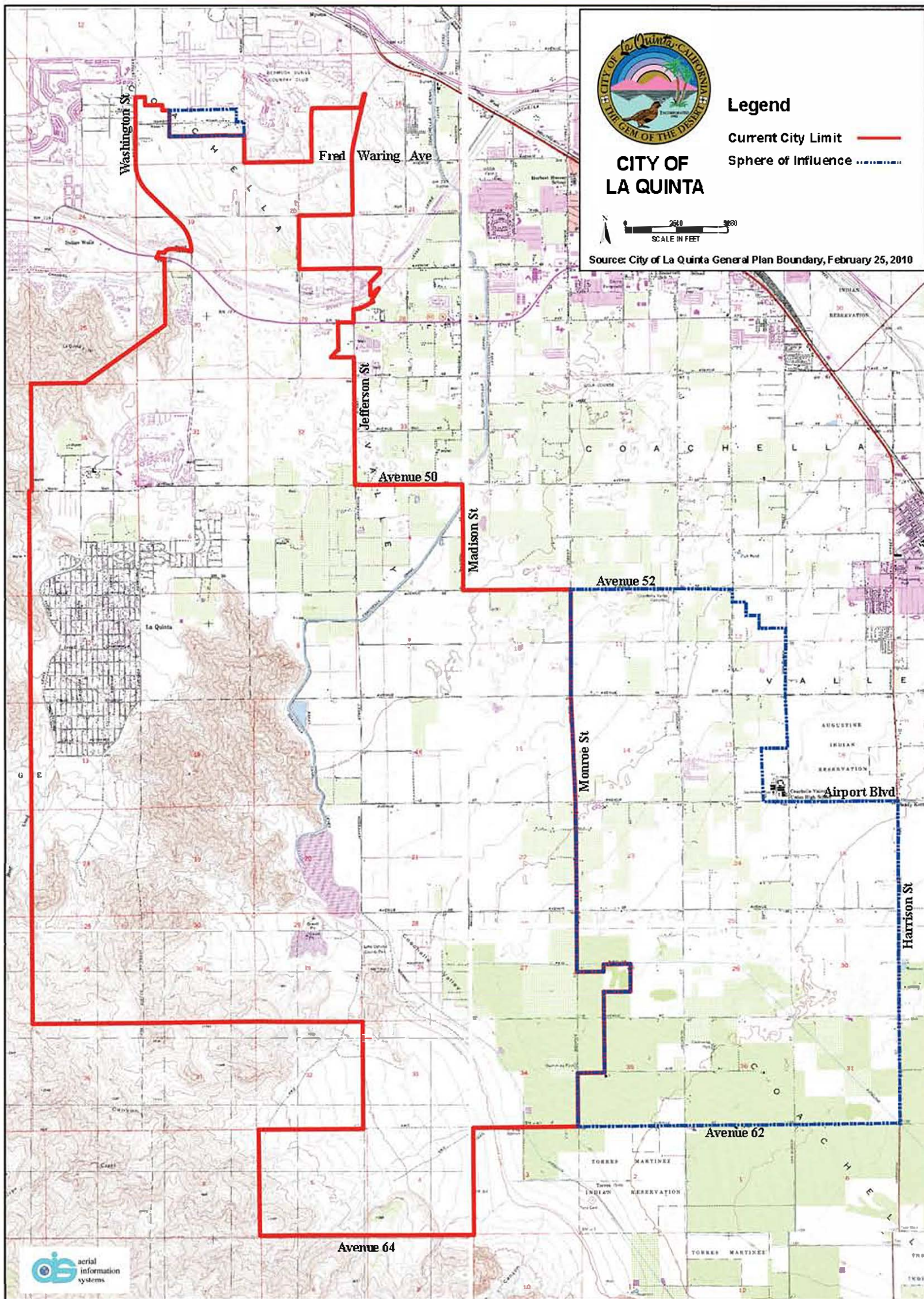
Desert Office: 77588 El Duna Ct, Suite H
Palm Desert, CA 92211
(760) 863-8277
planning@rivco.org

Board of Supervisors: (951) 955-1020 (main)
District 4 Office: 73-710 Fred Waring Drive
Suite 222
Palm Desert, CA 92260
760-863-8211
district4@rivco.org

Prepared by: Cheri Flores, Planning Manager
Carlos Flores, Senior Planner

Approved by: Danny Castro, Design and Development Director

- Attachments:
1. Map of City Boundaries and Sphere of Influence
 2. Existing County General Plan and Zoning Designations
 3. La Quinta General Plan and Zoning Maps
 4. VSR Gateway Village Plans and Reports



Source: USGS 7.5 Minute Topographic Maps
 La Quinta, CA 1959, Photorevised 1980
 Marine 2 Mtn., CA 1981, Photorevised 1988
 Indio, CA 1956, Photorevised 1972
 Valerite, CA 1956, Photorevised 1972

09.08.2011

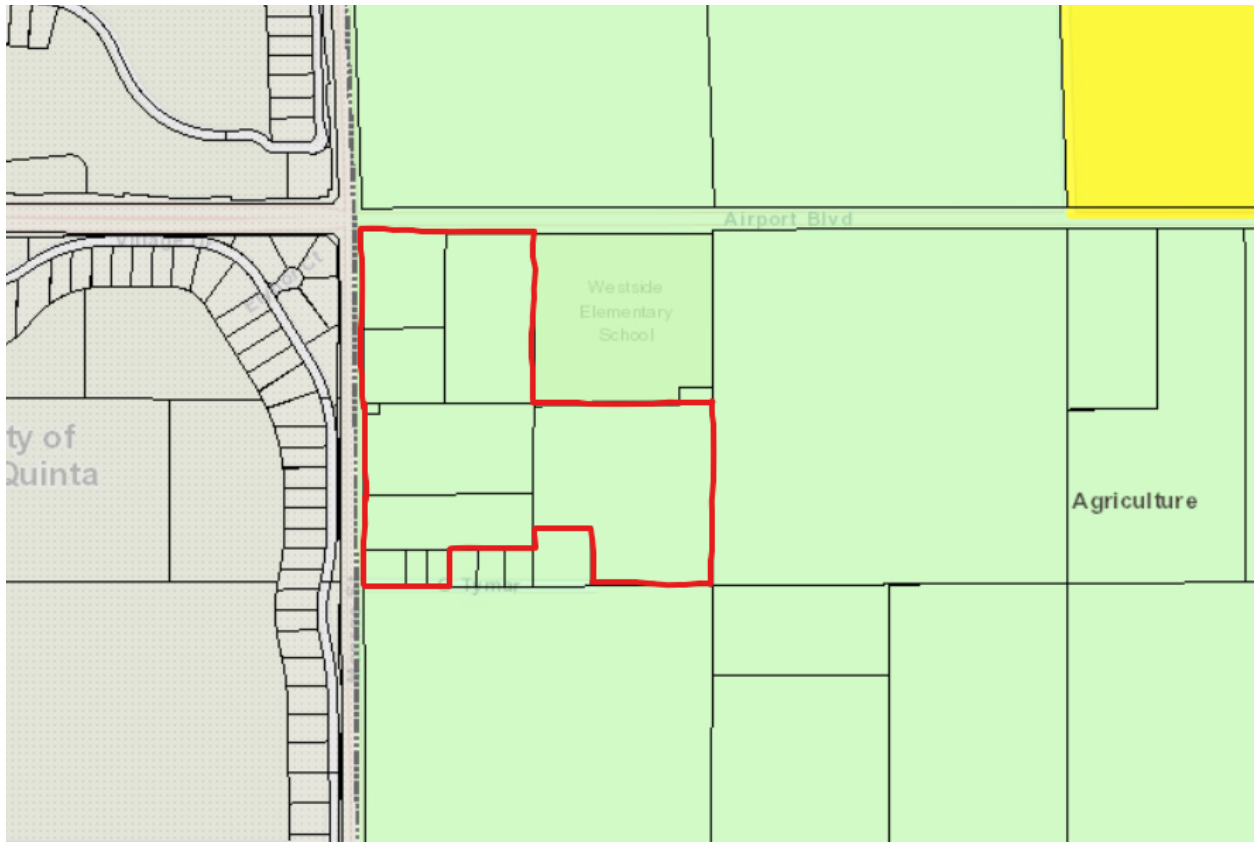


City of La Quinta General Plan
 Planning Area Boundaries
 La Quinta, California

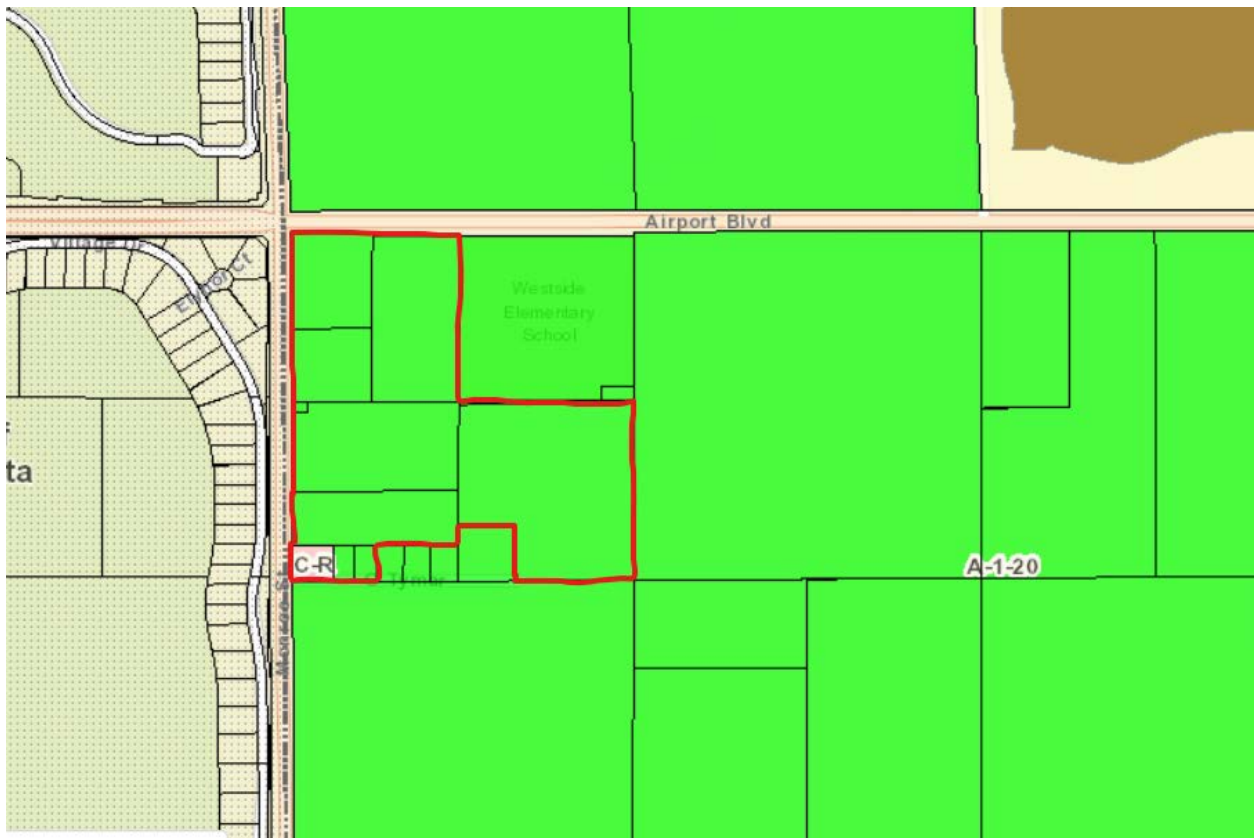


Exhibit
 I-3

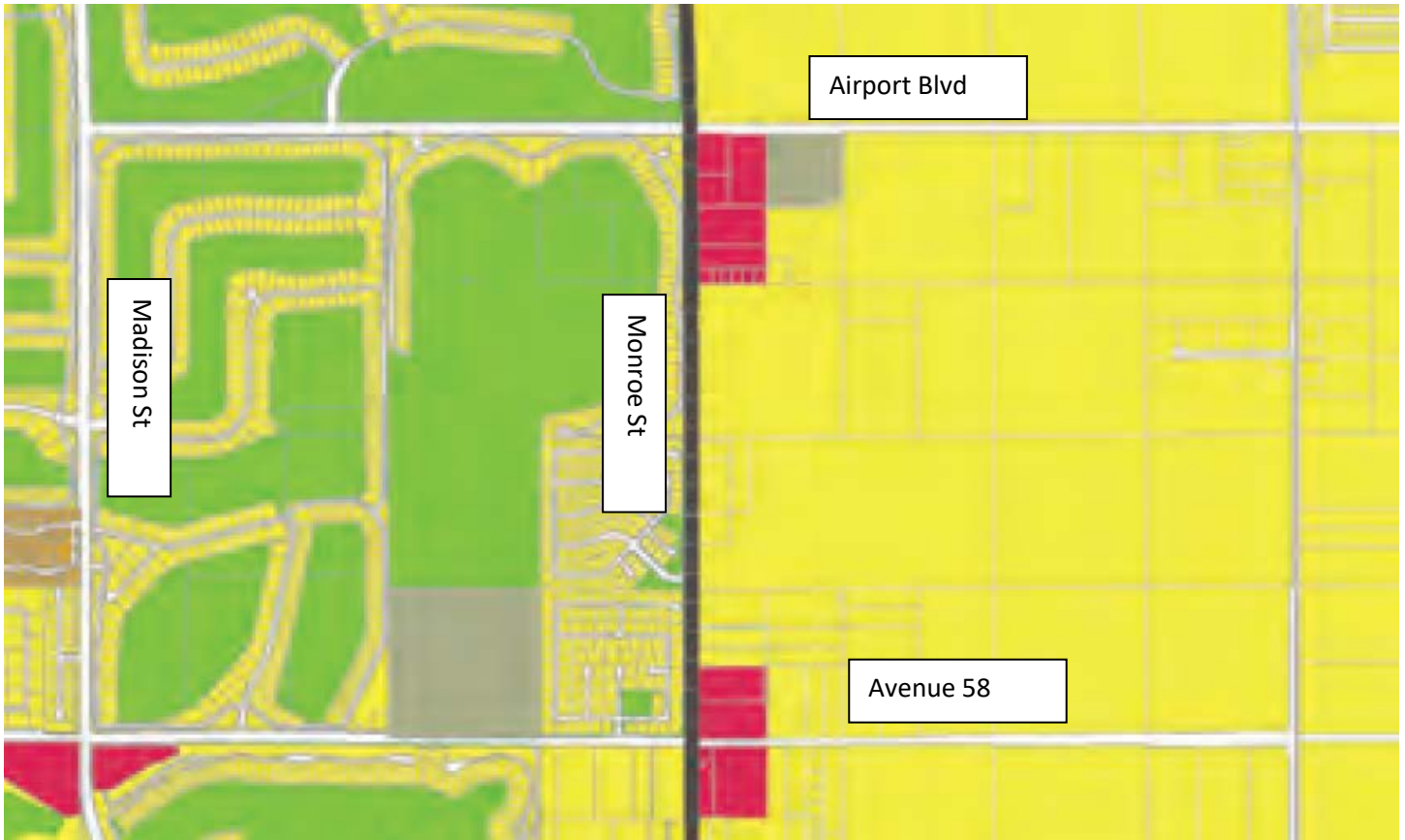
Existing Riverside County General Plan Designation - Agriculture



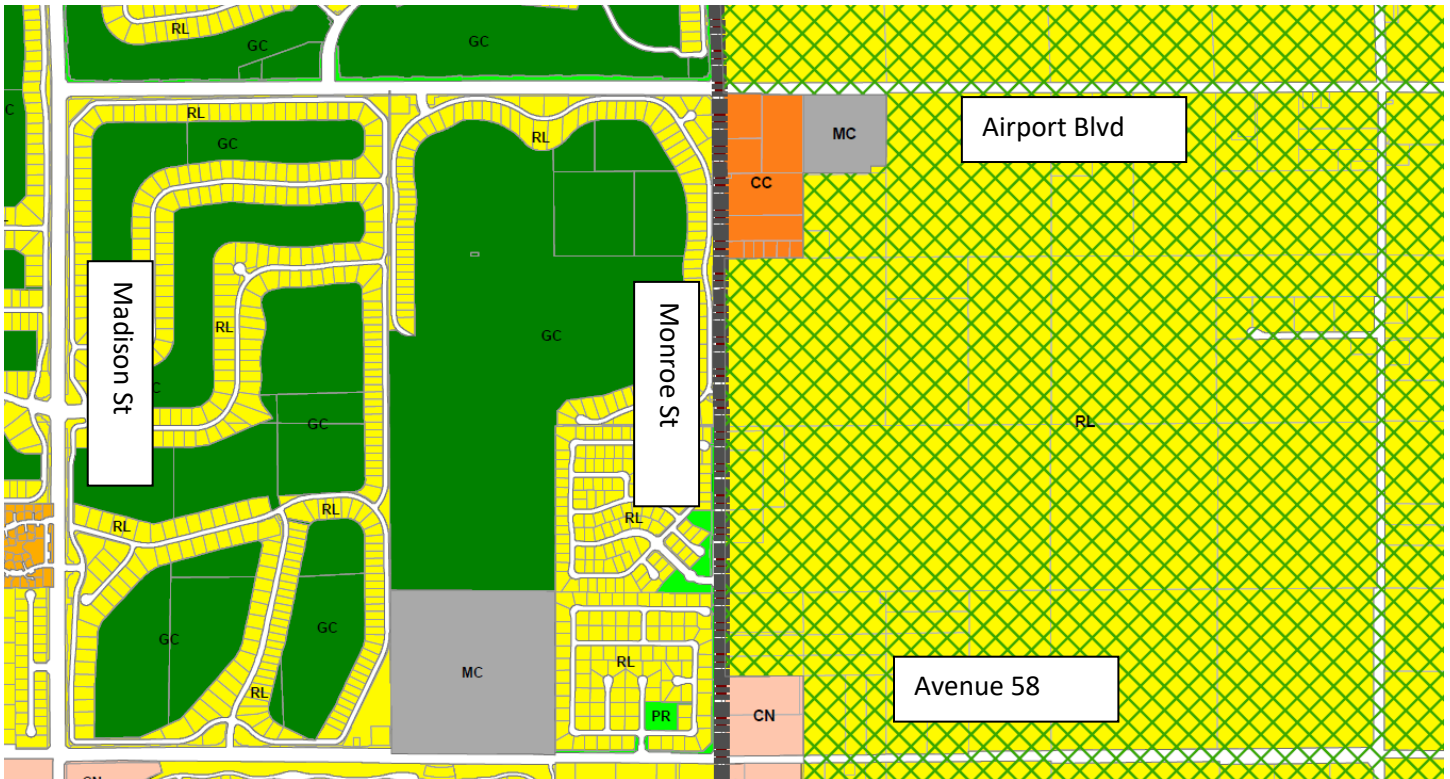
Existing Riverside County Zoning Designation – Agriculture and Commercial (small parcel C-R)



Existing La Quinta General Plan Designation – General Commercial



Existing City of La Quinta Zoning Map – Prezoning Community Commercial (CC)



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ARCHITECTURAL SITE PLAN				
ASSESSOR PARCEL NUMBERS: 764-070-001, 002 & 003 764-080-001, 002, 010 & 011				
MAP SCALE: NOT TO SCALE				
ADDRESS: 56-180 MONROE STREET - THERMAL, CALIFORNIA 92274				
ACREAGE:	PARCEL ACREAGE			
GROSS: 23.21	1 1.70 CONVENIENCE STORE/GAS 2 1.29 RETAIL - MULTI TENANT 3 1.61 DRIVE THROUGH/FAST FOOD 4 2.20 DRUG STORE/PHARMACY/HEALTH HUB 5 6.06 SENIOR CONGREGATE CARE 6 6.48 MIXED USE - MUA (POTENTIAL SENIOR ORIENTED LIVING) 7 2.82 MIXED USE - MUA (POTENTIAL SENIOR ORIENTED LIVING) LOT A 1.09 LOT A			
ZONING: EXISTING: A-1-20 PROPOSED: MU (PARCELS 5, 6, 7), MU-CUP (PARCELS 1, 2, 3 & 4) SURROUNDING: A-1-20				
LAND USE/GP: EXISTING: VACANT, RESIDENTIAL PROPOSED: MUA SURROUNDING: AG (AGRICULTURE), MDR (MEDIUM DENSITY RESIDENTIAL - CITY OF LA QUINTA)				
SPECIFIC PLANS/OVERLAYS VISTA SANTA ROSA COMMUNITY				
UTILITY PURVEYORS: WATER: COACHELLA VALLEY WATER DISTRICT (760)-398-2651 SEWER: COACHELLA VALLEY WATER DISTRICT (760)-398-2651 GAS: SOUTHERN CALIFORNIA GAS CO (760)-323-1851 ELECTRIC: IMPERIAL IRRIGATION DISTRICT (760)-391-5900 PHONE: FRONTIER COMMUNICATIONS (855)-294-2105 TV: SPECTRUM (855)-855-4575 WASTE: BURRTEC WASTE & RECYCLING SERVICES (760)-292-2495				
UBC/ PARKING CALCULATION:				
BUILDING	OCCUPANCY GROUP	CONSTRUCTION TYPE	AREA (GSF)	
1	M	5 A OR B	5,800	
2	M	5 A OR B	7,550	
3	A-2	5 A OR B	2,400	
4	M	5 A OR B	15,800	
5	R2.1	5 A	158,800 (79,000 PER FLOOR)	
BUILD. *USE	PARKING REQUIRED	PARKING ACTUAL	ADA PROVIDED	EV PROVIDED
	ORDINANCE	*ITE SPECIFIC		
1 CONVENIENCE STORE/GAS	23	12	24	1
2 RETAIL-MULTI TENANT	56	48	30	3
3 DRIVE THRU/FAST FOOD	32	30	59	2
4 DRUG STORE/PHARMACY/HEALTH HUB	79	36	90	4
5 SENIOR CONGREGATE CARE	170	46	119	4
TOTAL	360	172	322	14
* MAY VARY BASED ON FINAL USE ** BASED ON GENERAL COUNTY ORDINANCE REQUIREMENTS FOR LAND USE *** BASED ON SPECIFIC ITE PARKING GENERATION DEMAND PER SPECIFIC USE				
FEMA FLOOD ZONE FLOOD ZONE: X PANEL: 06065C2263H EFFECTIVE DATE: 04/19/2017				
ELEVATION DATUM: +500 FEET HAS BEEN ADDED TO ALL ELEVATION TO ELIMINATE NEGATIVE (-) ELEVATIONS.				
WQMP NOTE: UNDERGROUND STORMWATER RETENTION SYSTEMS MAY BE UTILIZED UNDER PARKING AISLE PAVEMENT TO ENSURE THAT ALL "FIRST FLUSH" STORM EVENTS ARE 100% CONTAINED ONSITE AS WELL AS 100% OF THE POST DEVELOPMENT INCREMENTAL VOLUME INCREASES.				
NOTE: ENTIRE CONTIGUOUS OWNERSHIP OF THE LAND DIVIDER. PROPERTY NOT IN A COUNTY SERVICE AREA OR COMMUNITY FACILITIES DISTRICT. NO CURRENT BUS STOP (SUNLINE TRANSIT) IN SERVICE ARE, BUT AMPLE AREA IN R/W IF REQUIRED IN THE FUTURE.				

PROJECT DESCRIPTION

The 27.11-acre Vista Santa Rosa Gateway Village consist of an assemblage of 12 parcels located at the southeast corner of Monroe Street and Airport Blvd (Avenue 56) in the unincorporated community of Vista Santa Rosa, Riverside County.

The proposed Project includes: (1) General Plan Amendment from the current Agricultural General Plan Foundation with an Agricultural land use designation to a Community Development General Plan Foundation with a Mixed Use Area (MUA) designation; (2) Zone Change on 12 parcels from the current Agricultural - 20-acre lot minimum (A-1-20) and Commercial Retail (C-R) zoning designations, to a Mixed Use (MU) zoning designation; (3) Tentative Parcel Map (TPM) No. 37801 to create 7 new parcels; and (4) Conditional Use Permit for the proposed commercial portions of the project site. Note, the southerly 3.95-acre parcel (Phase 4) is not included in the TPM but is a part of the overall Vista Santa Rosa Gateway Village Project.

The Project site would be developed in four phases. Phase 1 includes development of Parcels 1 through 4.

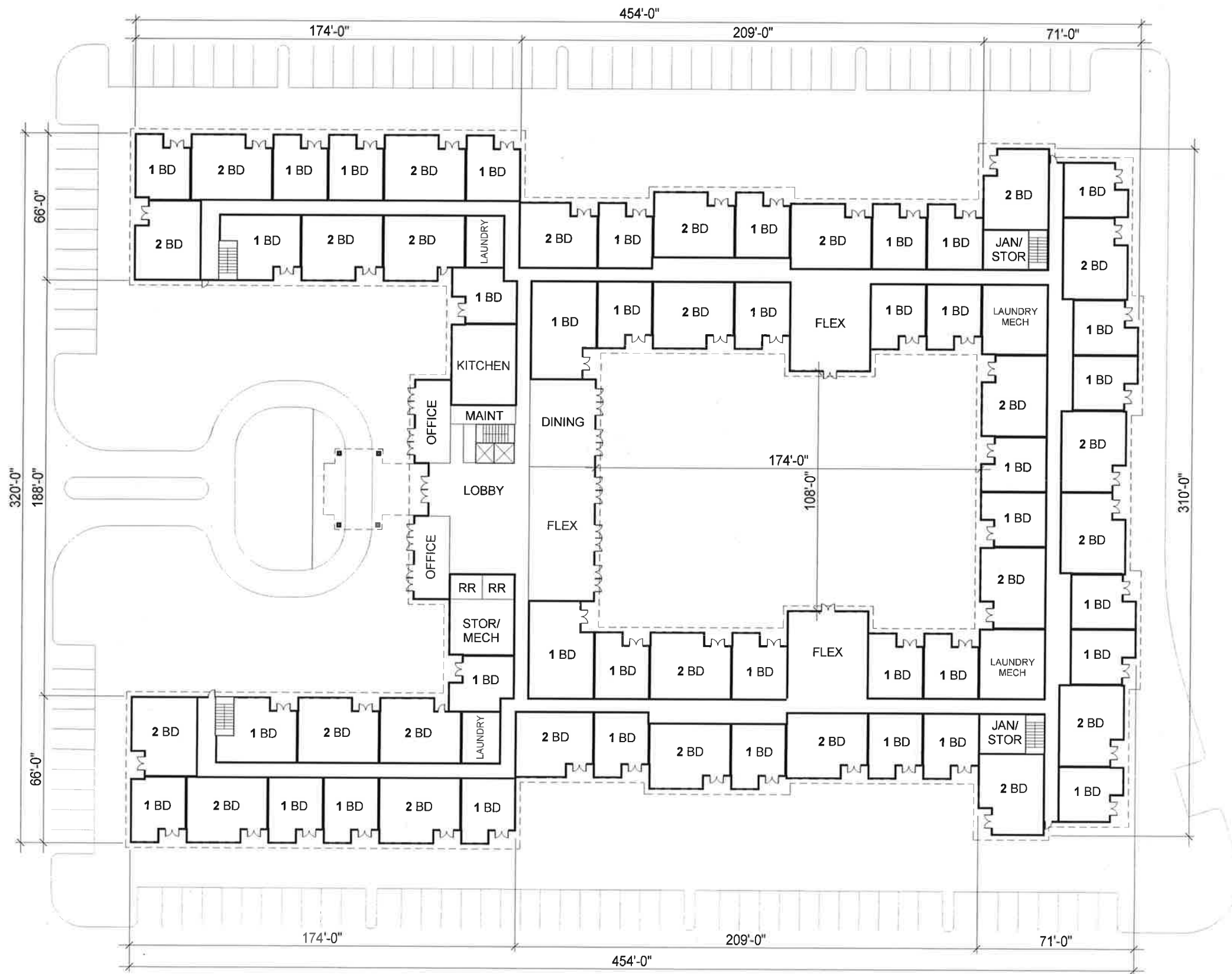
Phase 1 and 2, presented on this Architectural Site Plan, includes the development of mixed use land uses, including a 5,800 sq. ft. gasoline station with an 8 pump canopy and convenience store, a 7,550 sq. ft. multi retail use with a drive through end cap building, a 2,400 sq. ft. fast food restaurant with a drive through, a 15,800 sq. ft. pharmacy with drive through and a two story 158,800 sq. ft. senior congregate care living facility.

The project would include grading, as well as the construction of the buildings respective to each phase buildings, underground retention facilities, roadway/right-of-way improvements, driveways, drive aisles and parking lots, perimeter pedestrian/equestrian paths, landscaping, walls/fences, street and interior lighting, dedicated school bus turn out and relevant infrastructure improvements (water, sewer, storm drain, electrical, cable, etc.). The infrastructure proposed to serve the project would connect to existing adjacent facilities west, north and south of the Project site.



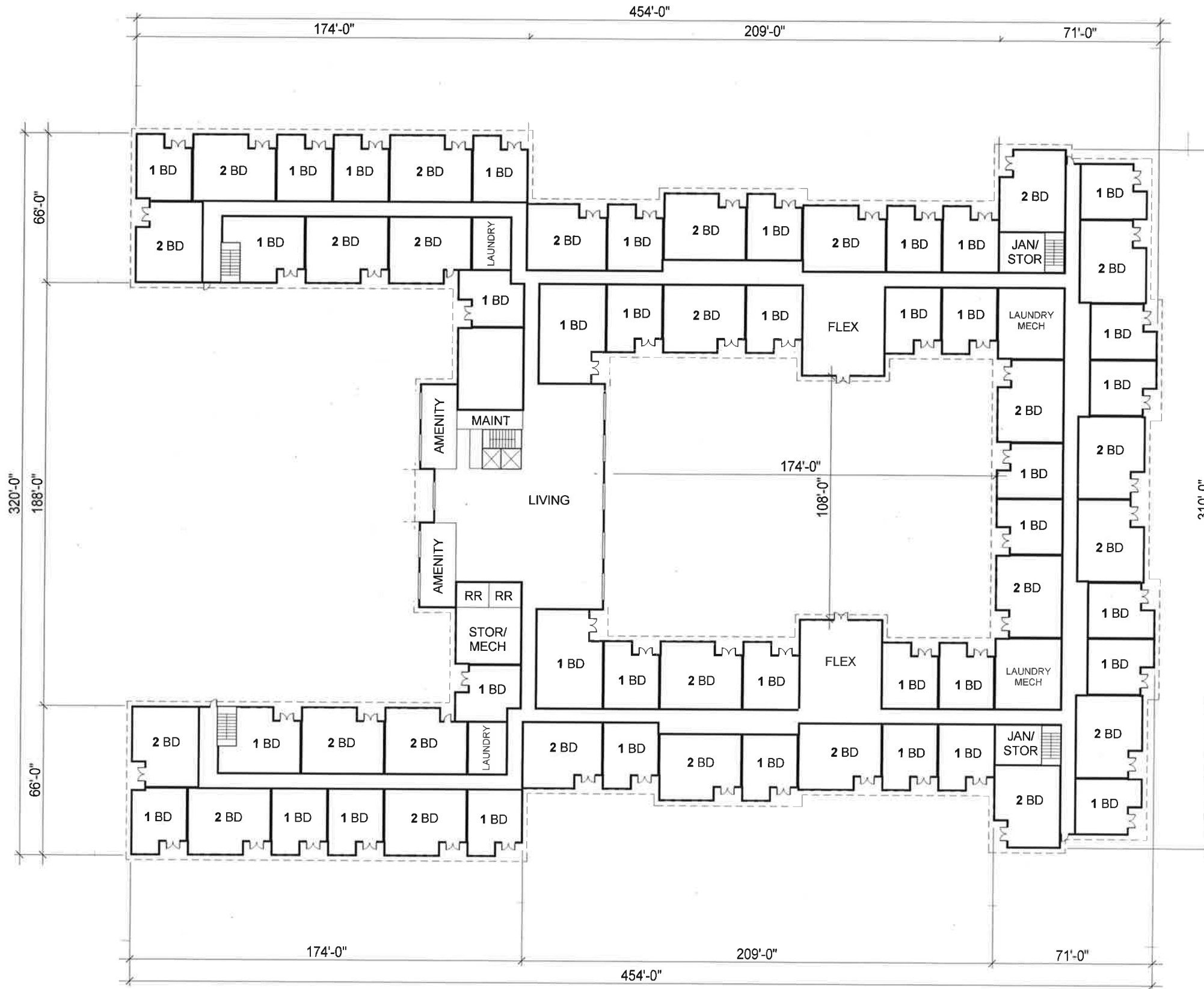
LEVEL 1 - UNIT SUMMARY

1 Bedroom Units = 38
2 Bedroom Units = 26
Total Level 1 Units = 64

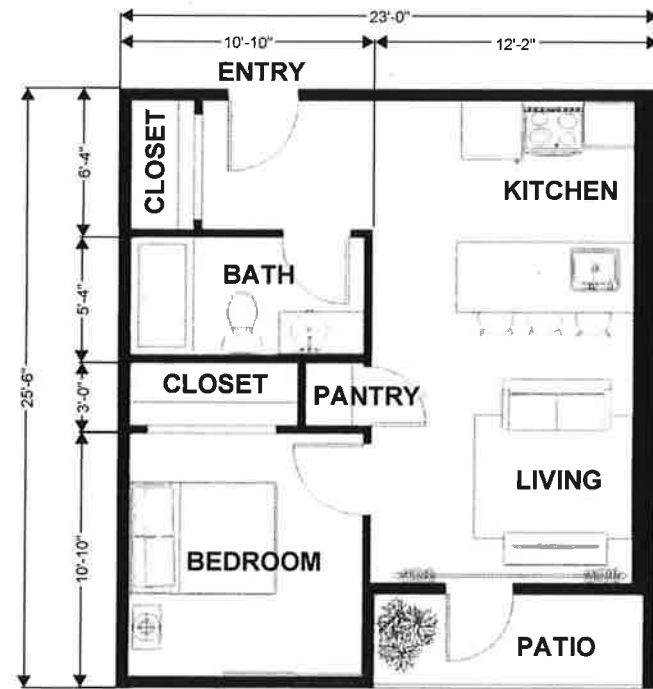


SENIOR HOUSING FACILITY - FIRST FLOOR 

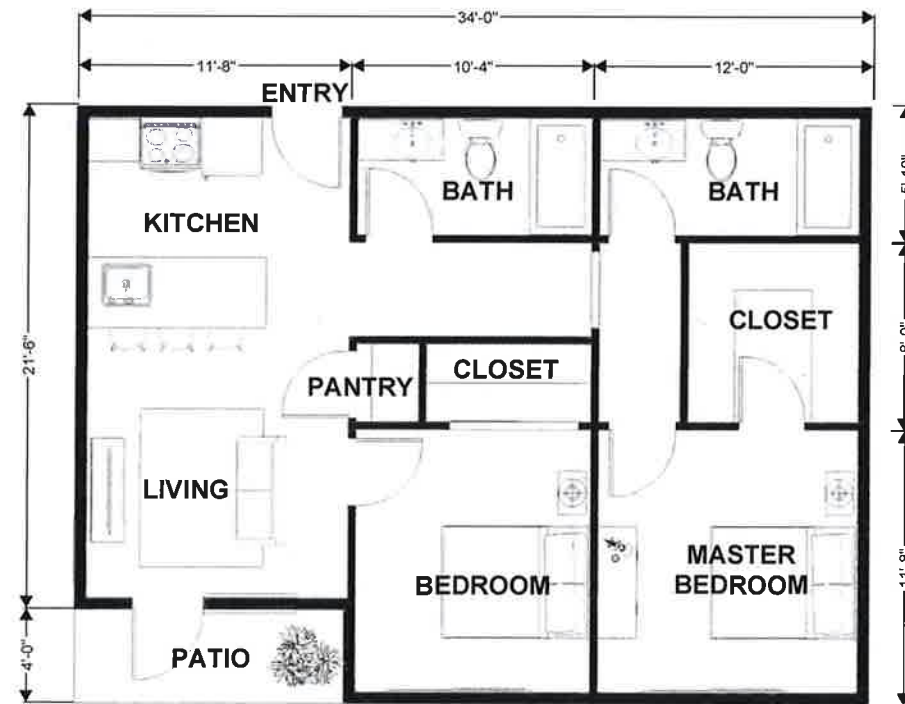
LEVEL 2 - UNIT SUMMARY
 1 Bedroom Units = 38
 2 Bedroom Units = 26
Total Level 2 Units = 64



SENIOR HOUSING FACILITY - SECOND FLOOR 

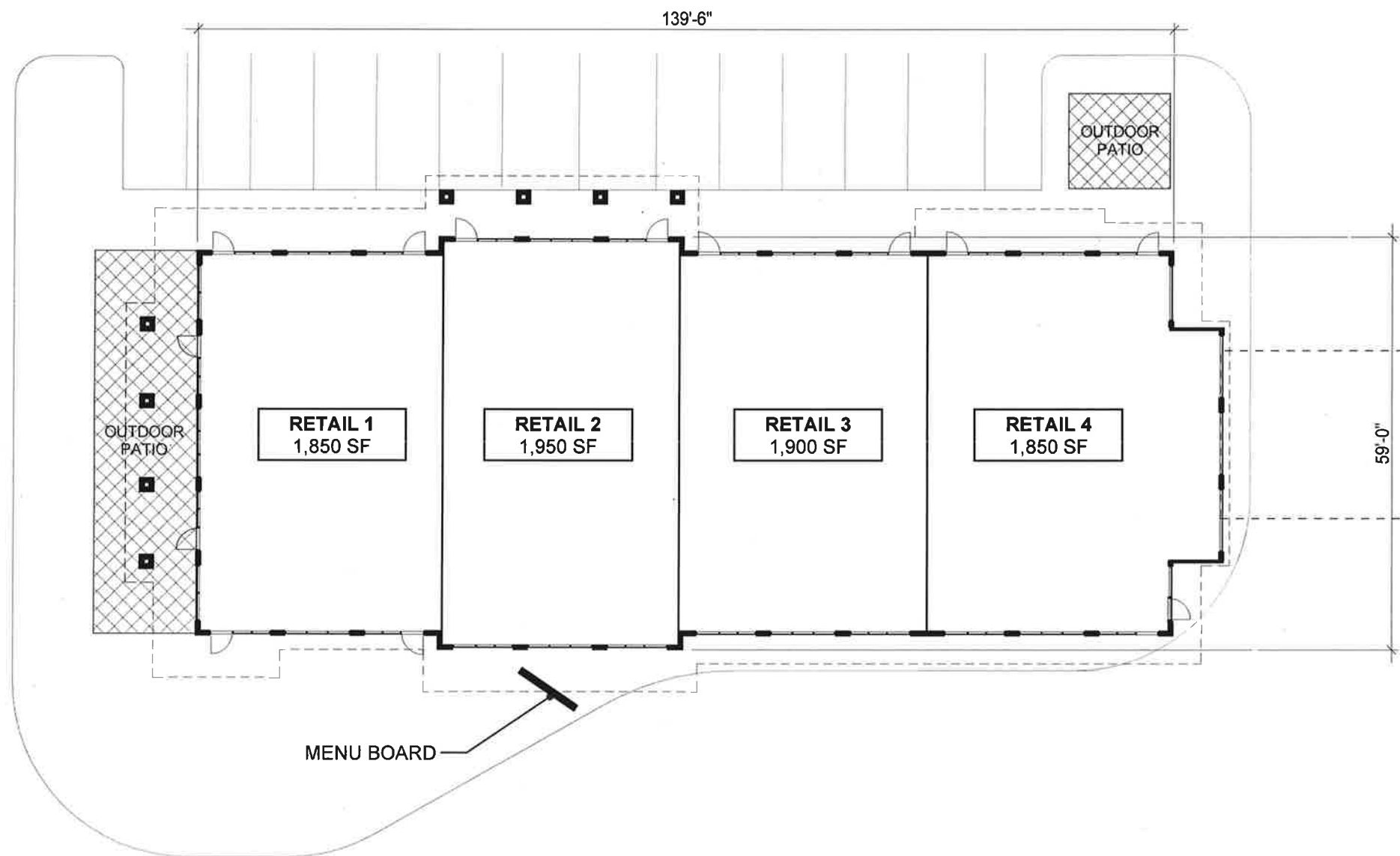


UNIT TYPE 1A / 480 GSF (1 BED/1 BATH)



UNIT TYPE 2B / 750 GSF (2 BED/2 BATH)

SENIOR HOUSING FACILITY - UNIT PLANS



RETAIL BUILDING - FLOOR PLAN 



MATERIALS LEGEND

- ① STONE
- ② STUCCO - BEIGE
- ③ STUCCO - OLIVE
- ④ CLAY TILE ROOFING
- ⑤ METAL ROOFING
- ⑥ WOOD



④ EAST ELEVATION
1" = 20' - 0"



② NORTH ELEVATION
1" = 20' - 0"

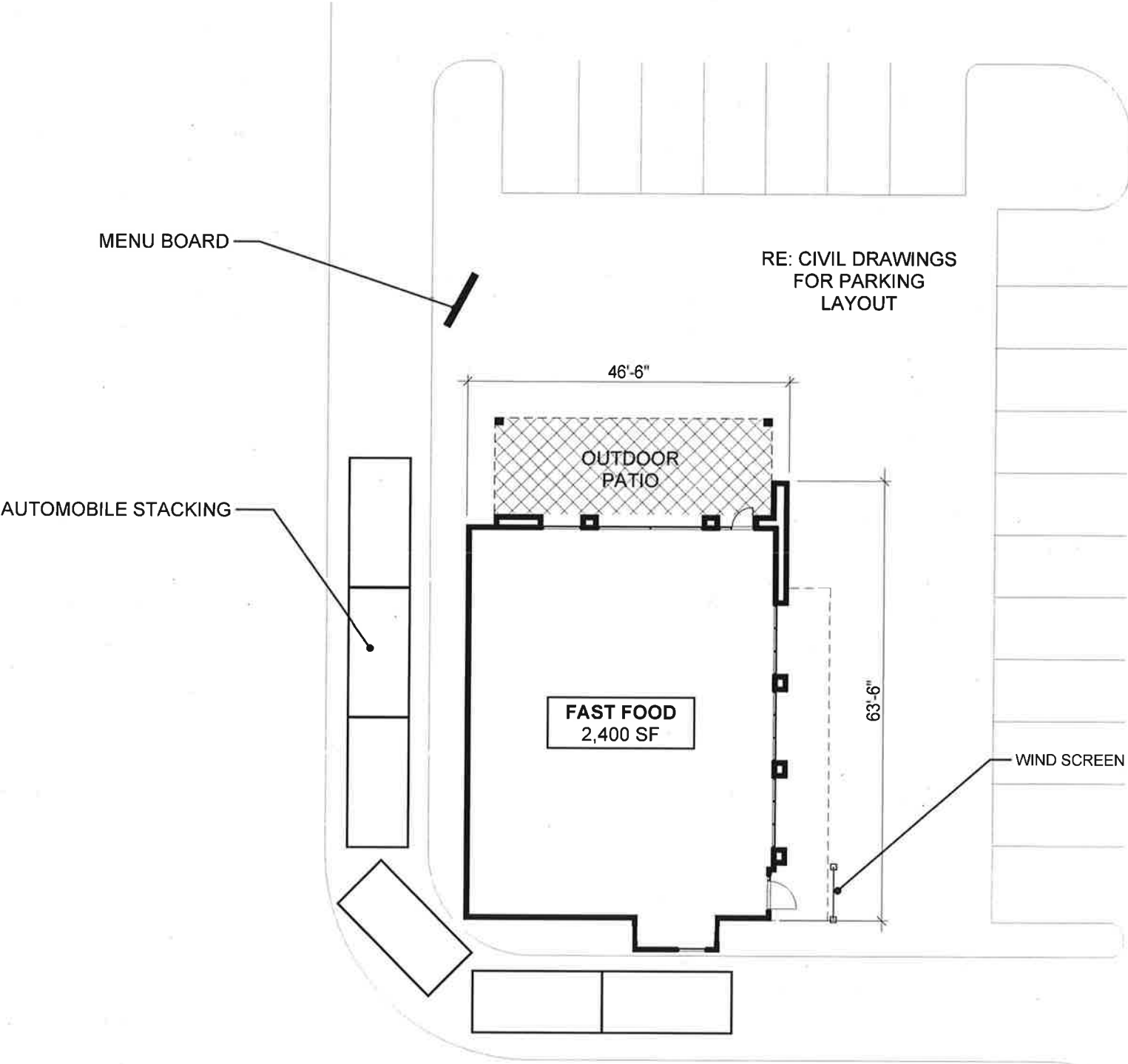


③ WEST ELEVATION
1" = 20' - 0"



① SOUTH ELEVATION
1" = 20' - 0"

RETAIL BUILDING - ELEVATIONS



FAST FOOD BUILDING - FLOOR PLAN 



MATERIALS LEGEND

- ① STONE
- ② STUCCO - BEIGE
- ③ STUCCO - OLIVE
- ④ CLAY TILE ROOFING
- ⑤ METAL ROOFING
- ⑥ WOOD



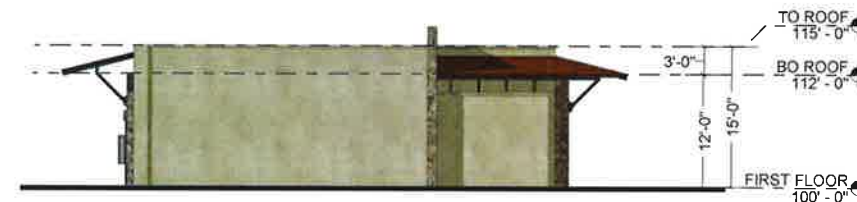
④ WEST ELEVATION
1" = 20' - 0"



② NORTH ELEVATION
1" = 20' - 0"

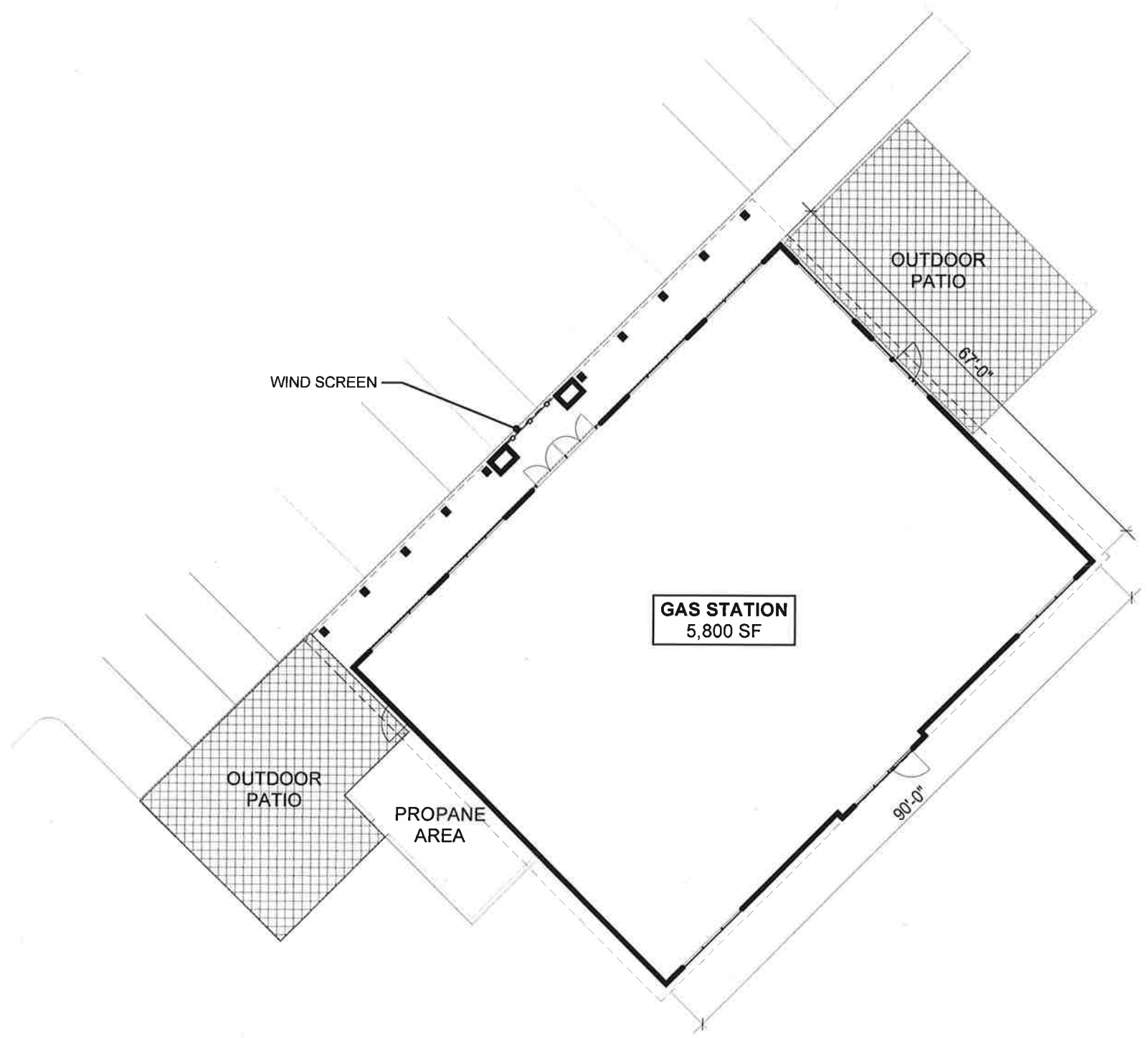


③ EAST ELEVATION
1" = 20' - 0"



① SOUTH ELEVATION
1" = 20' - 0"







FAST FOOD BUILDING - ELEVATIONS

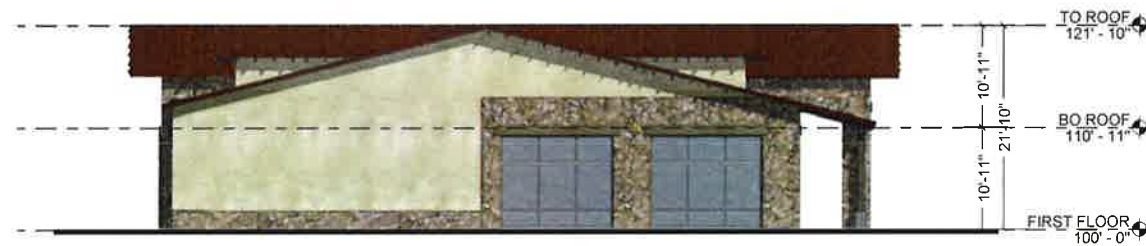


GAS STATION - FLOOR PLAN 



MATERIALS LEGEND

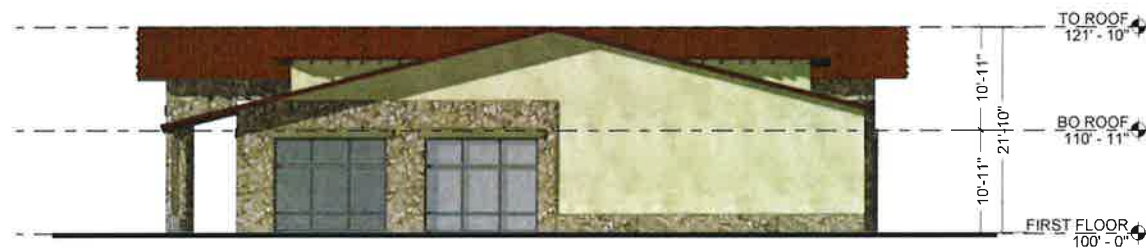
- ①  ELDORADO STONE - "COUNTRY RUBBLE, POLERMO"
- ②  STUCCO - SHERWIN-WILLIAMS "EAGLET BEIGE" (SW 7573)
- ③  STUCCO - SHERWIN-WILLIAMS "RENWICK OLIVE" (SW 2815)
- ④  MCA CLAY ROOF TILE - "OLD SANTA BARBARA"
- ⑤  FIRESTONE METAL ROOFING - "TERRA COTTA"
- ⑥  WOOD - SHERWIN-WILLIAMS "KAFFEE" (SW 6104)



④ **NORTHEAST ELEVATION**
1" = 20' - 0"



① **SOUTHEAST ELEVATION**
1" = 20' - 0"



③ **SOUTHWEST ELEVATION**
1" = 20' - 0"









① **NORTHWEST ELEVATION**
1" = 20' - 0"

GAS STATION - ELEVATIONS

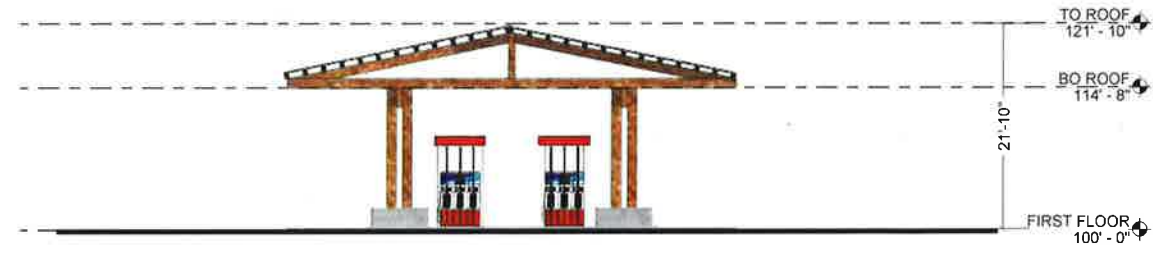


MATERIALS LEGEND

- ①  ELDORADO STONE - "COUNTRY RUBBLE, POLERMO"
- ②  STUCCO - SHERWIN-WILLIAMS "EAGLET BEIGE" (SW 7573)
- ③  STUCCO - SHERWIN-WILLIAMS "RENWICK OLIVE" (SW 2815)
- ④  MCA CLAY ROOF TILE - "OLD SANTA BARBARA"
- ⑤  FIRESTONE METAL ROOFING - "TERRA COTTA"
- ⑥  WOOD - SHERWIN-WILLIAMS "KAFFEE" (SW 6104)



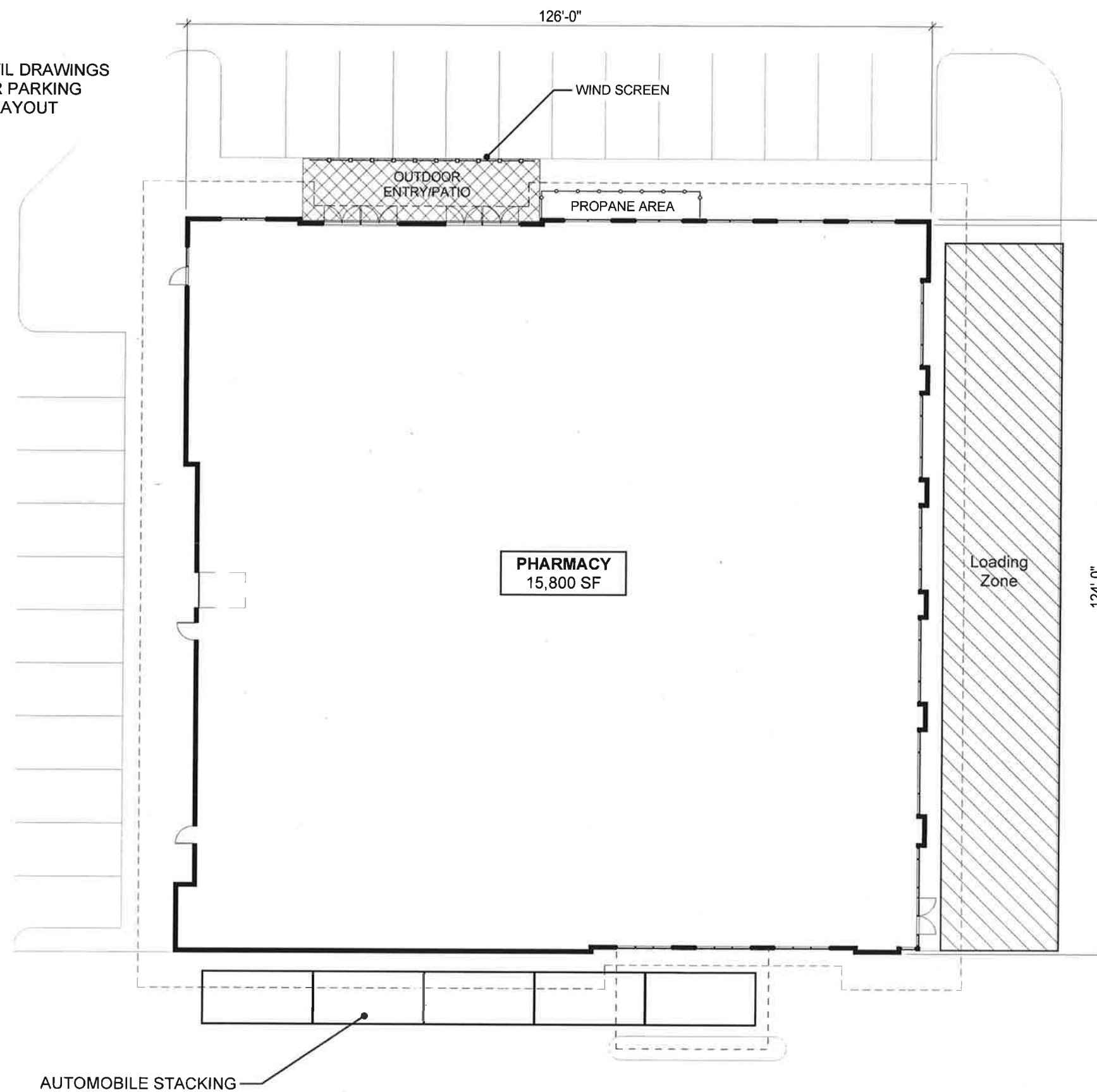
② LONG ELEVATION
 1" = 20' - 0"



① END ELEVATION
 1" = 20' - 0"

GAS STATION CANOPY - ELEVATIONS

RE: CIVIL DRAWINGS
FOR PARKING
LAYOUT

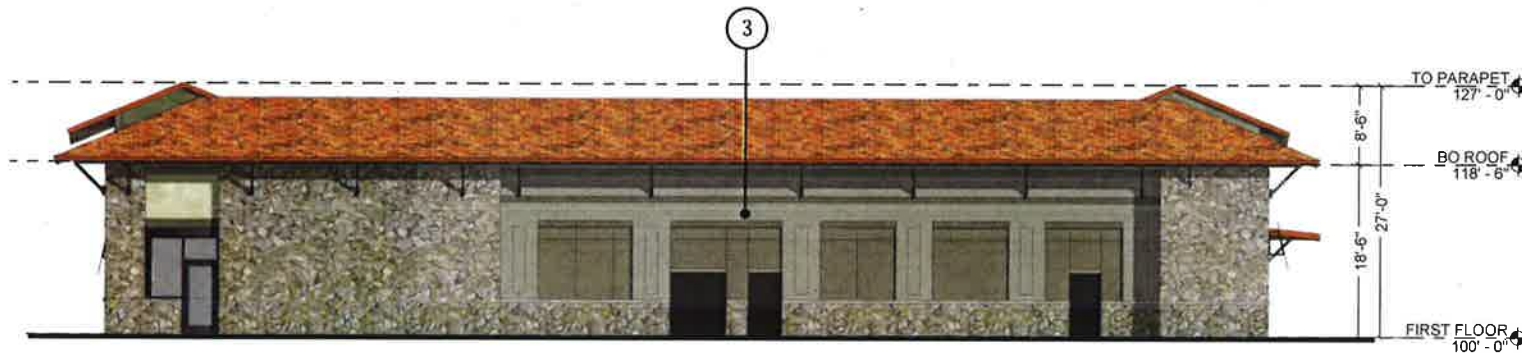


PHARMACY - FLOOR PLAN 



MATERIALS LEGEND

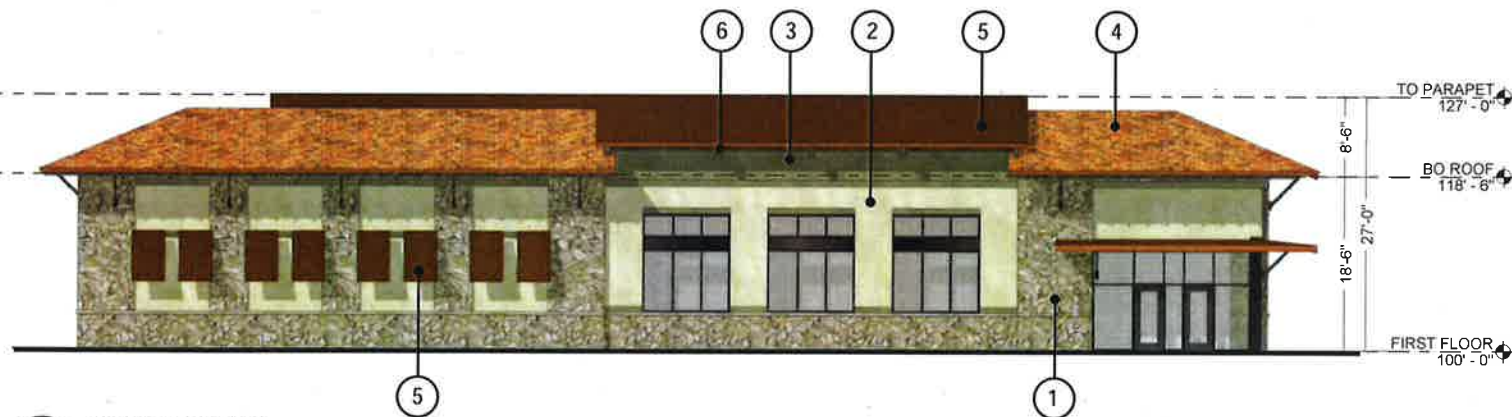
- ① STONE
- ② STUCCO - BEIGE
- ③ STUCCO - OLIVE
- ④ CLAY TILE ROOFING
- ⑤ METAL ROOFING
- ⑥ WOOD



④ **EAST ELEVATION**
1" = 20' - 0"



② **SOUTH ELEVATION**
1" = 20' - 0"

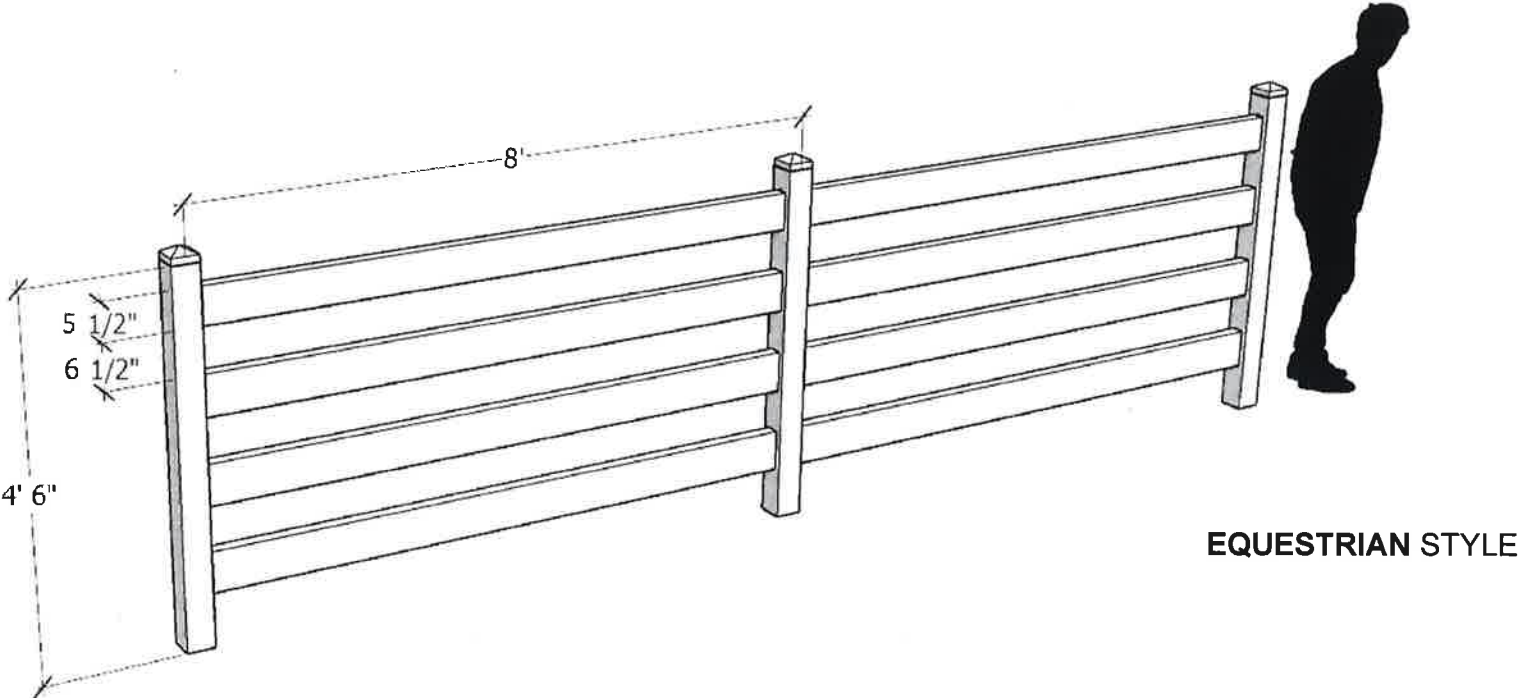


③ **NORTH ELEVATION**
1" = 20' - 0"

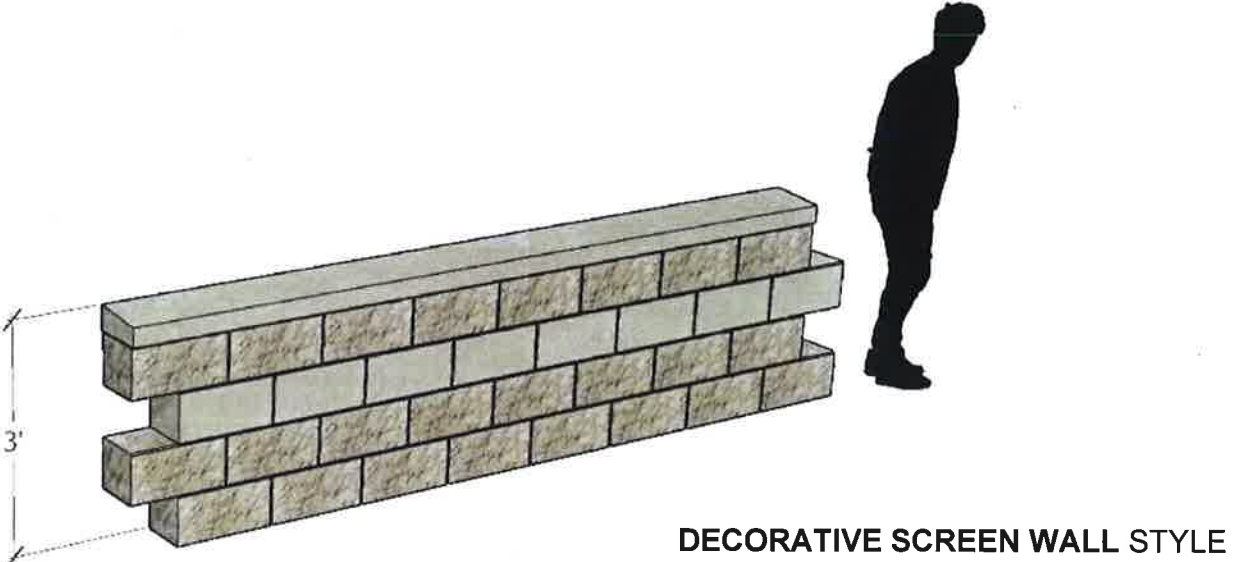


① **WEST ELEVATION**
1" = 20' - 0"

PHARMACY - ELEVATIONS

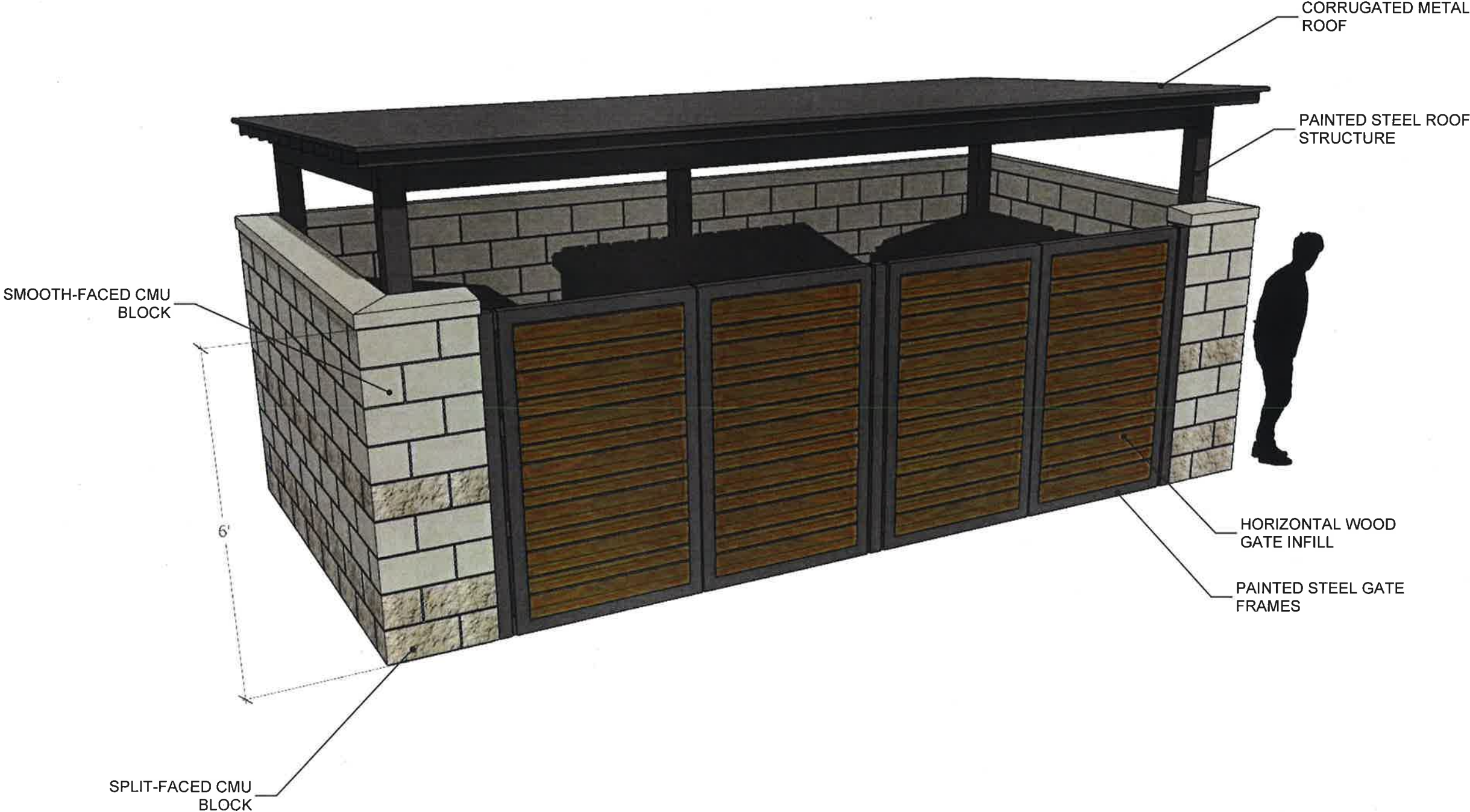


EQUESTRIAN STYLE

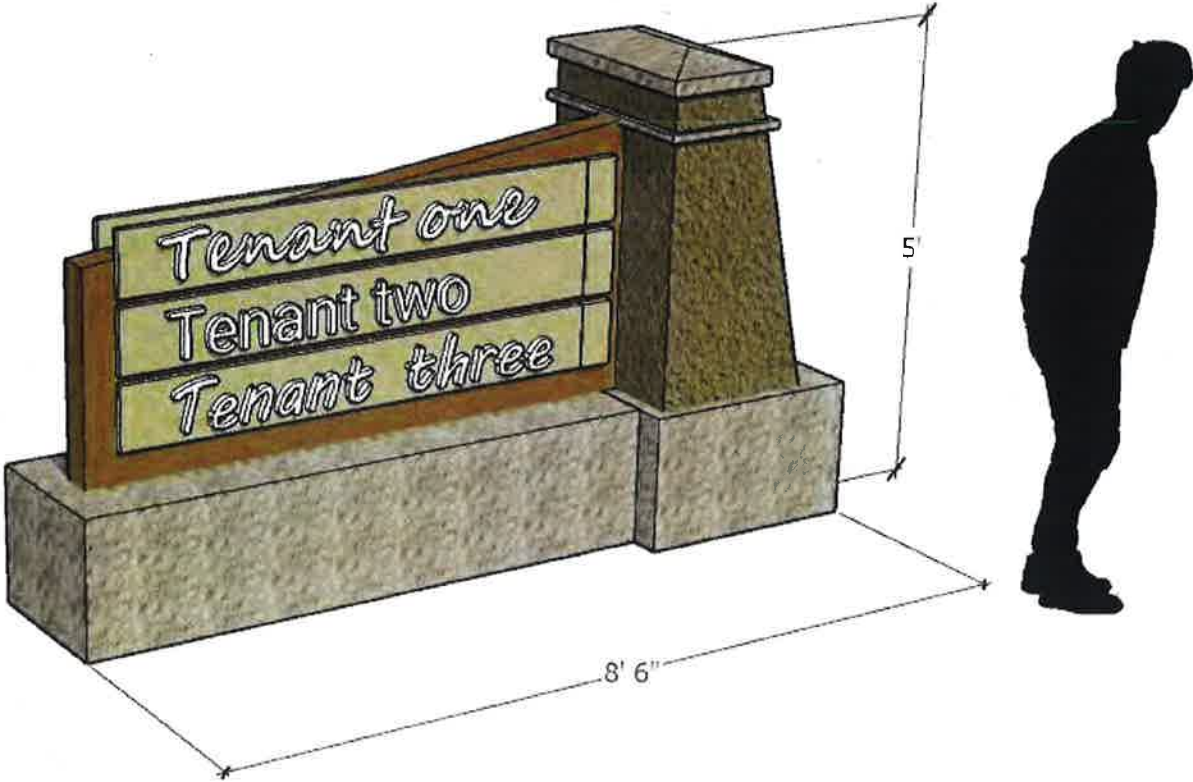


DECORATIVE SCREEN WALL STYLE

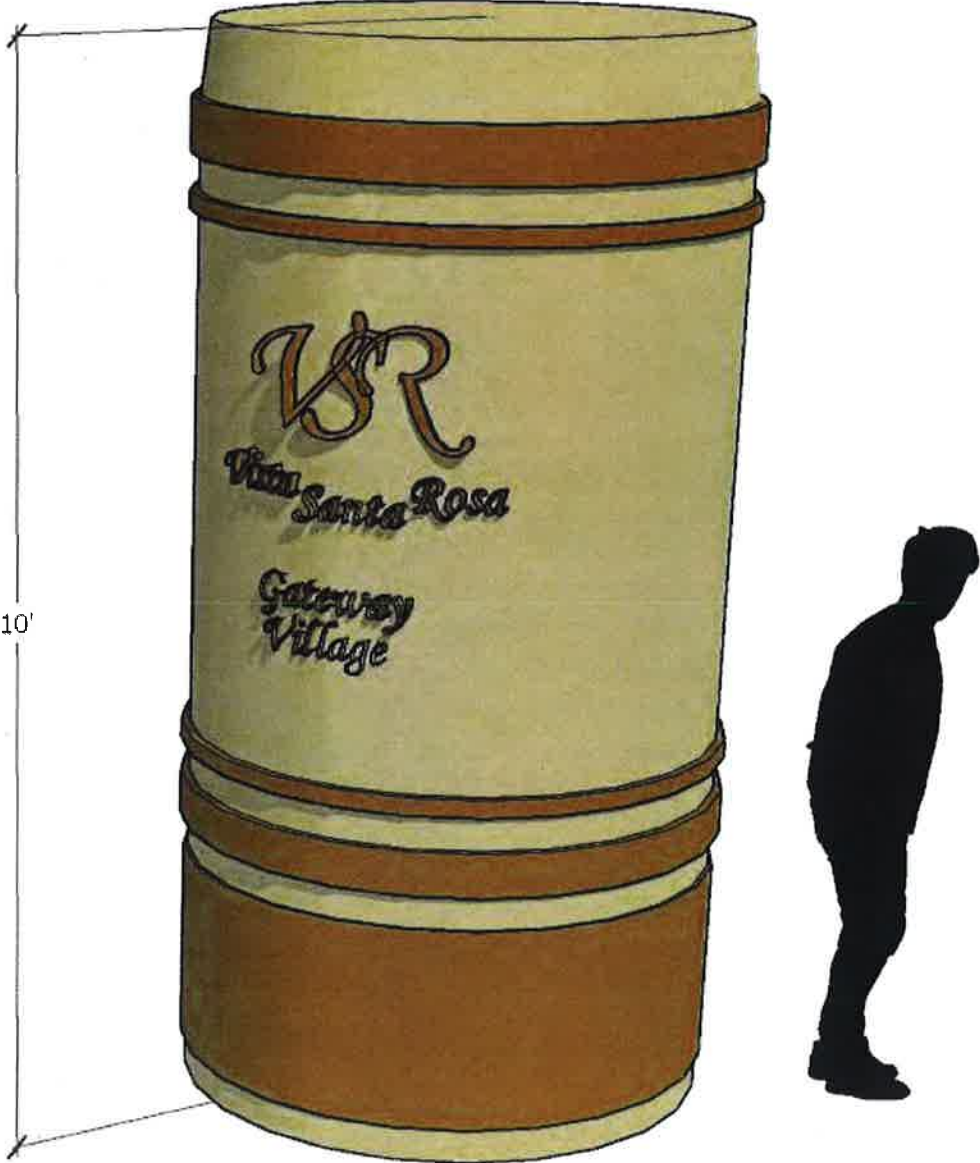
FENCE TYPES



TYPICAL TRASH ENCLOSURE

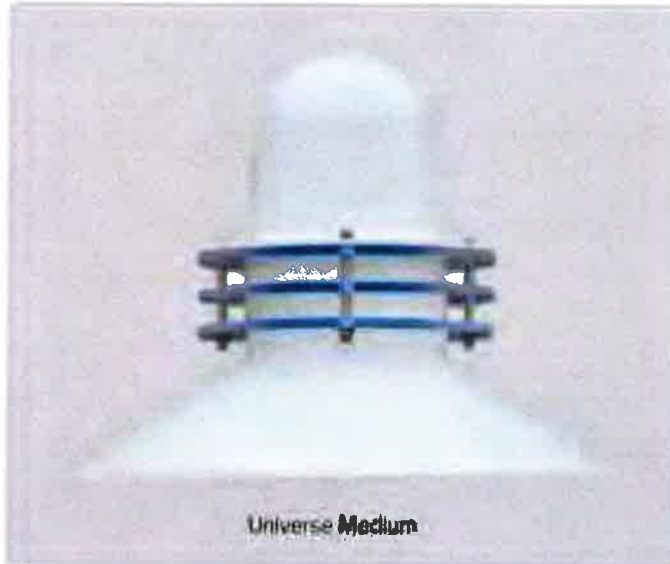


TYPICAL ENTRANCE SIGNAGE



TYPICAL GATEWAY MONUMENT

UNIVERSE®



Universe Medium

architectural
arealighting

UCM2

ARCHITECTURAL AREA/SITE

FEATURES

- Reliable, uniform, glare free illumination
- Types 1, 2, 3, 4W, 5Q, and 5W distributions
- 3000K, 4000K, 5000K CCT
- 0-10V dimming ready
- Integral surge suppression
- 15 standard powder coat finishes
- Upgrade Kits



CONTROL TECHNOLOGY

wISCAPE™

SPECIFICATIONS

CONSTRUCTION

- All housing components aluminum 360 alloy, sealed with continuous silicone rubber gaskets
- Standard configurations do not require a flat lens, optional lenses is tempered glass
- All internal and external hardware is stainless steel
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat
- Optical bezel finish is match the luminaire housing

LED/OPTICS

- Optical cartridge system consisting of a die cast heat sink, LED engine, TIR optics, gasket and bezel plate
- Cartridge is easily disassembled to replace components. Optics are held in place without the use of adhesives.
- Molded silicone gasket ensures a weather-proof seal around each individual LED.
- Features revolutionary individual LED optical control based on high performance TIR optical designs
- House Side Shield is available on Standard and Clear Lens options except any Type 5 distribution. House Side Shield is not available for any distribution using a Diffused Lens

INSTALLATION

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

ELECTRICAL

- Luminaires have integral surge protection, UL recognized and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J
- Drivers are UL recognized with an inrush current maximum of <20.0 Amps maximum at 230VAC
- 100%-1% dimming range. Fixture will be wired for low voltage 0-10V dimming control
- Driver and surge suppressor are mounted to a prewired tray with quick disconnects that may be removed from the gear compartment

CONTROLS

- Egress adapter(s) shall slip over a 4" / 100mm DIA. pole with the luminaire or arm slipping over the adapter to add a total of 4.5" / 114mm to the overall height. Adapter(s) shall be prewired, independently rotatable 359°, and have a cast access cover with an integral lens and lanyard

CONTROLS (CONTINUED)

- Photocell adapter shall include an internal twist lock receptacle. Photocell by others
- Egress adapter shall require an auxiliary 120 volt supply for operation of an integral MR16 lamp in the event of emergency. The lamp may be aimed and locked into position with an adjustment range of 15°-45°. Adapter shall have a socket that accepts miniature bi-pin MR16 lamps up to 50 watts, lamp by others

CERTIFICATIONS

- ETL listed under UL 1598 and CSA C22.2 No. 250.0-08 for wet locations
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 6/06/2020. [See Buy American Solutions.](#)

WARRANTY

- See [FLI Standard Warranty](#) for additional information

KEY DATA	
LUMEN RANGE	1,821-9,336
WATTAGE RANGE	31.52-71.6
EFFICACY RANGE (LPW)	54.5-138.5
INPUT CURRENT RANGE (mA)	260/420/615 mA
WEIGHT	18 lbs / 4.1 kg to 27 lbs / 12.25 kg
EPA	53 to 105

TYPICAL LIGHT FIXTURE

BRIEF DESCRIPTION:
VISTA SANTA ROSA GATEWAY VILLAGE IS PART OF THE VISTA SANTA ROSA SPECIFIC PLAN AND FOLLOWS THE VISTA SANTA ROSA DESIGN GUIDELINES. THE DESIGN ALSO FOLLOWS COUNTY OF RIVERSIDE LANDSCAPE GUIDELINES. THE DESIGN APPROACH MAINTAINS SOME KEY ELEMENTS: LANDSCAPING, MULTI-PURPOSE TRAILS, CORNER PRESSURE REGULATING PIPES, EQUESTRIAN, AND AGRICULTURAL USES. THE OVERALL DESIGN IS A SIMPLE, CLEAN DESERT LOOK THAT IS AS NATURAL AS POSSIBLE WHILE MAINTAINING A "DESERT LIFESTYLE".

FENCE LEGEND

SYMBOL	DESCRIPTION
————	4" WHITE AGRICULTURAL FENCING (0.184 L.F.)
————	3" WHITE VINYL RANCH RAIL FENCE - 3 RAIL STYLE (0.280 L.F.)

PROPOSED PLANT PALETTE

PLANT NAME	TYPE	SIZE	WATER	QTY
ACCENT: <i>Arctostaphylos</i>	Shrub	2 1/2	H	10
ACCENT: <i>Lamb. Ears</i>	Shrub	2 1/2	H	10
PALE: <i>Yucca</i>	Shrub	2 1/2	H	10
PERIMETER: <i>Prosopis juliflora</i>	Tree	12	H	10
PERIMETER: <i>Acacia</i>	Tree	12	H	10
PERIMETER: <i>Albizia</i>	Tree	12	H	10
PERIMETER: <i>Prosopis juliflora</i>	Tree	12	H	10
PERIMETER: <i>Acacia</i>	Tree	12	H	10
PERIMETER: <i>Albizia</i>	Tree	12	H	10
PERIMETER: <i>Prosopis juliflora</i>	Tree	12	H	10
PERIMETER: <i>Acacia</i>	Tree	12	H	10
PERIMETER: <i>Albizia</i>	Tree	12	H	10

PLANTING NOTES:

- PROVIDE 3" LAYER OF MULCH (MIN.) IN SHRUB BEDS AND UNPLANTED AREAS; 2" LAYER OF MULCH IN GROUNDCOVER AREAS; 3" LAYER OF SHREDDED, STABILIZING MULCH FOR SLOPES.
- TREES SHALL BE STAKED WITH 3-3 STAKES AND 6 TREE TIES PER COUNTY STANDARD DETAILS. USE TRIPLE STAKING WITH 3" DIAMETER STAKES IN HIGH WIND AREAS.
- ROOT BARRIERS SHALL BE INSTALLED FOR TREES WITHIN 8" (MIN.) OF HARD SCAPE PER COUNTY STANDARD DETAILS. ROOT BARRIER SHALL NOT ENCIRCLE THE TREE ROOT BALL BUT SHALL BE LOCATED AT EDGE OF HARD SCAPE AND EXTEND BEYOND CENTER OF TREE A MINIMUM OF 3' IN EACH DIRECTION.
- TREES SHALL HAVE BREATHER TUBES PER COUNTY STANDARD DETAILS.
- A SIX INCH HIGH CURB W/ A 1 1/2 INCH WIDE CONCRETE WALKWAY SHALL BE CONSTRUCTED ALONG PLANTERS ON END STALLS ADJACENT TO VEHICLE PARKING SPACES. (PER ORDINANCE 348, SECTION 15.12)
- ALL PLANTER AREAS SHALL BE 225PF MINIMUM.

IRRIGATION NOTES:

- SMART CONTROLLER WITH AN ET GAGE WITH ACCESS TO REAL-TIME ET (MINIMUM CONTROLLER RATING SHALL BE LIGHT COMMERCIAL).
- MASTER VALVE AND FLOW SENSOR (EXCEPT FOR PRIVATE RESIDENTIAL LOTS).
- RAIN SENSING DEVICE.
- ANTI-DRAIN CHECK VALVES.
- PRESSURE REGULATOR (IF NEEDED).
- HYDROZONES WILL BE PROPERLY DESIGNATED.
- NO OVERHEAD IRRIGATION WITHIN 34" OF NON-PERMEABLE SURFACES (NO RESTRICTIONS TO METHOD IF ADJACENT TO PERMEABLE SURFACE WITH NO RUNOFF/OVERSPRAY).
- SUBSURFACE OR LOW-VOLUME IRRIGATION WILL BE USED FOR IRREGULARLY SHAPED AREAS, OR AREAS LESS THAN 8 FEET IN WIDTH.

PLANTING SPECIFICATIONS:

SIZE	SPACING	PLANT TYPE
1.5"	36"	GASPAR WASH CONVENIENCE STORE
1.5"	36"	RETAIL - MULTI TENANT
1.5"	36"	CREW'S SUPERMARKET FOOD
1.5"	36"	SENIOR INDEPENDENT LIVING
1.5"	36"	MIXED USE - MUA (POTENTIAL SENIOR ORIENTED LIVING)
1.5"	36"	LOT A
1.5"	36"	LOT A

VISTA SANTA ROSA GATEWAY VILLAGE- CONCEPTUAL LANDSCAPE PLAN

56-180 Monroe Street, La Quinta, CA 92274

Riverside County Ordinance 895 Landscape Water Use Calculations

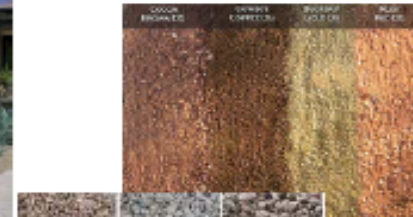
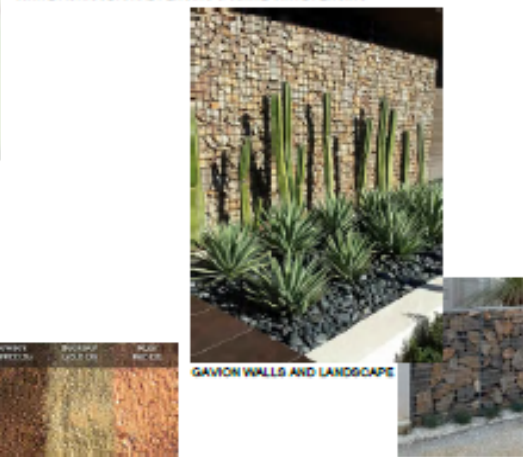
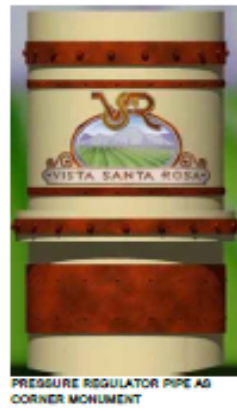
Area	Plant Type	Water Use
1. Maximum Annual Water Allowance	60,000 GAL	60,000 GAL
2. Estimated Annual Water Use	60,000 GAL	60,000 GAL
3. Available Annual Water Allowance	60,000 GAL	60,000 GAL

PREPARED BY: LAND ARQ, INC.
RIVERSIDE COUNTY OF RIVERSIDE GUIDELINES
PART 2: (2016) 501
DATE: (12/20/2024)

Prepared For:
MONROE PROPERTIES, LLC
10555 ROSELLE STREET, #200
SAN DIEGO, CA 92121

LandArq, Inc.
805 S. Milliken Ave. Suite E
Ontario, CA 91761
Phone: 909-259-0428
Email: feustad@landarq.com





TREES AND SHRUBS SCREENING ALONG BUILDING

PIPE MONUMENT PER VISTA SANTA ROSA SPECIFIC PLAN, PAINTED & WRAPPED PRESSURE REGULATOR PIPE.

3-4" WHITE VINYL RANCH RAIL FENCE

10' WIDE MULTI PURPOSE TRAIL

PARKWAY PALM TREES 20' O.C.

PARKWAY TREES 20' O.C.

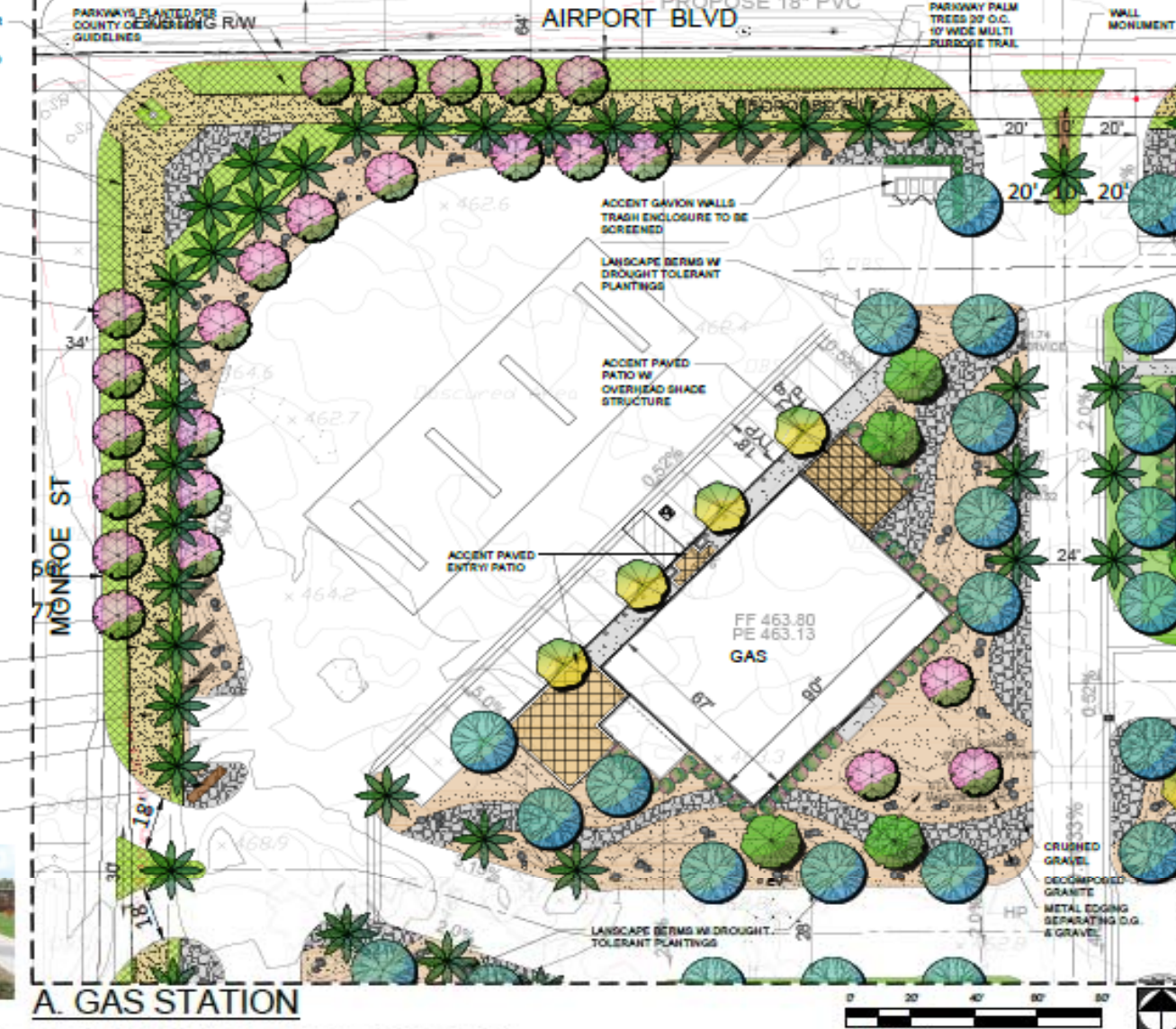
3-4" WHITE VINYL RANCH RAIL FENCE

ACCENT GAVON WALLS

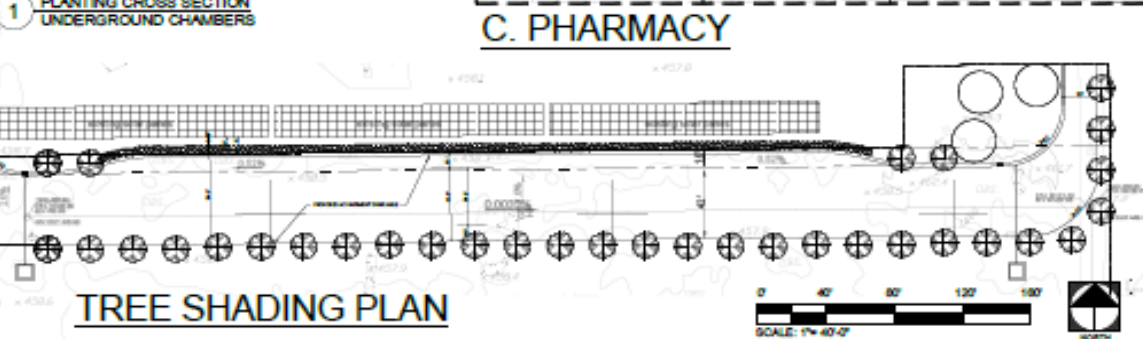
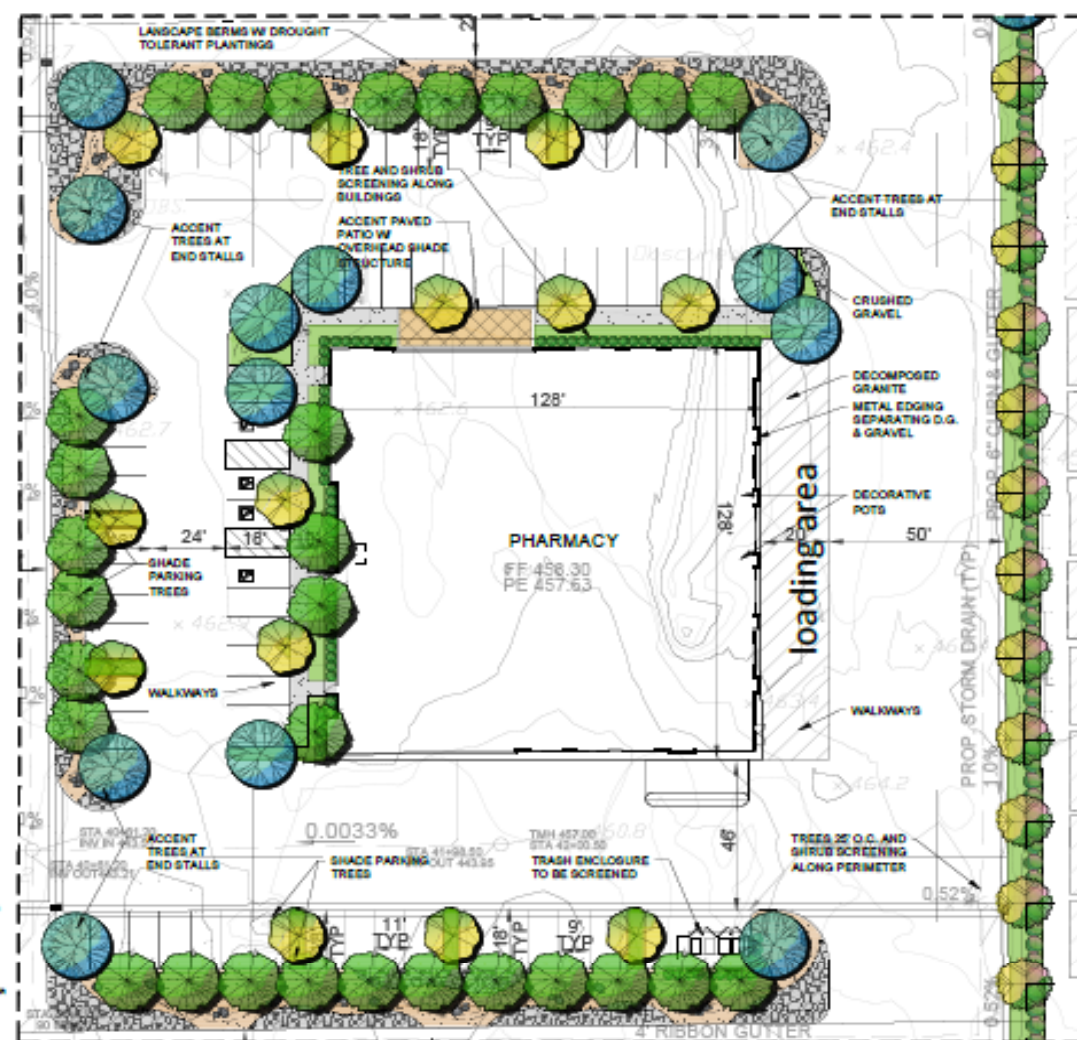
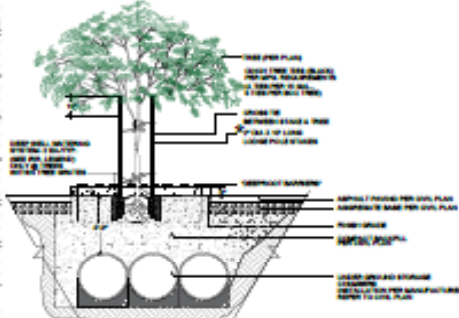
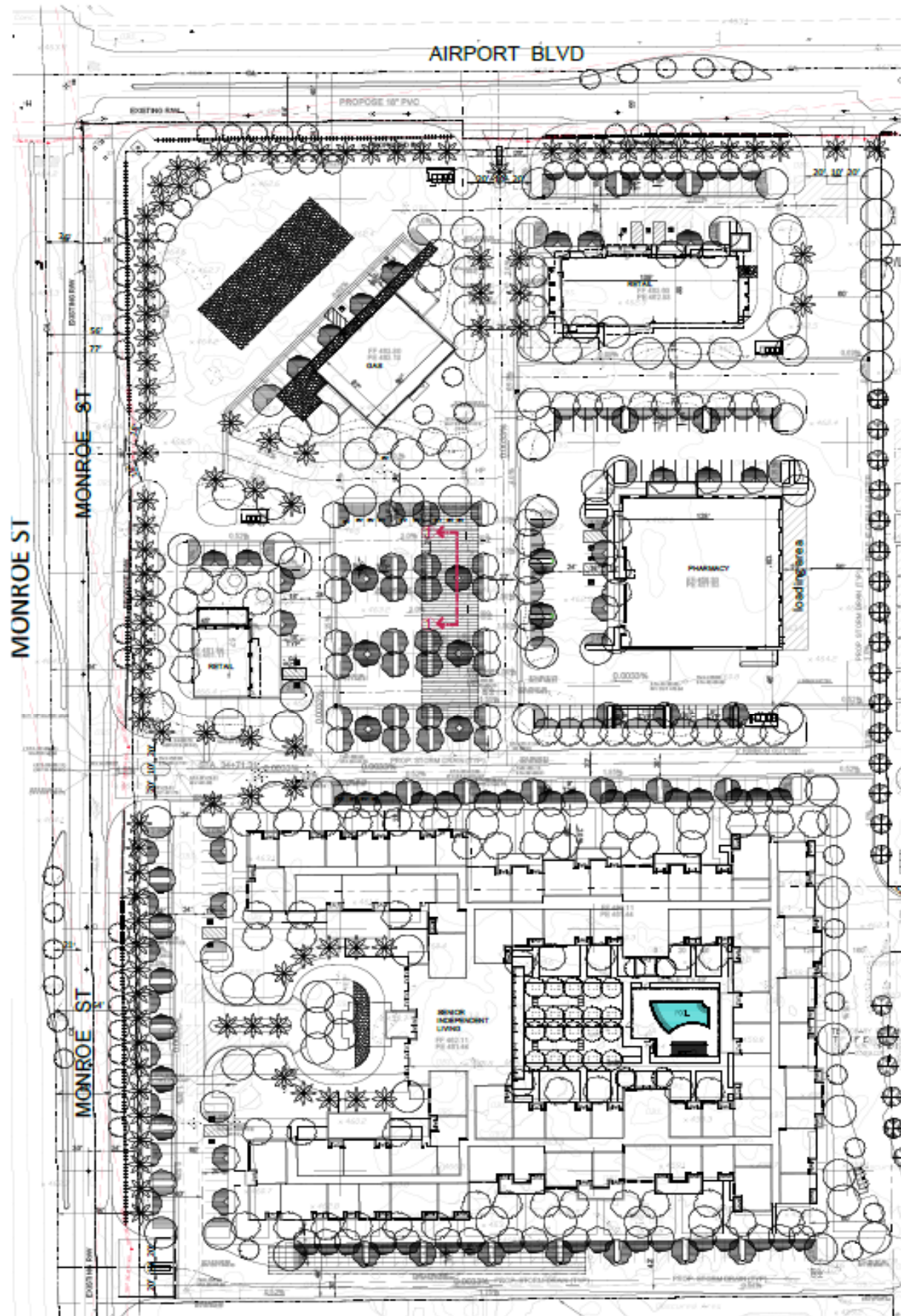
10' WIDE MULTI PURPOSE TRAIL

4-4" WHITE AGRICULTURAL FENCING

ENTRY WALL SIGN



VISTA SANTA ROSA GATEWAY VILLAGE- ENLARGEMENTS
56-180 Monroe Street, La Quinta, CA 92274



TREE SHADING LEGEND:

■ PARKING AREA SHADED BY TREES

SHADING SUMMARY (ALL SHEETS):

TOTAL PARKING AREA:	58,751 S.F.
SHADING REQUIRED: 50% MINIMUM SHADING	29,375 S.F.
SHADED AREA:	31,408 S.F. / 52%

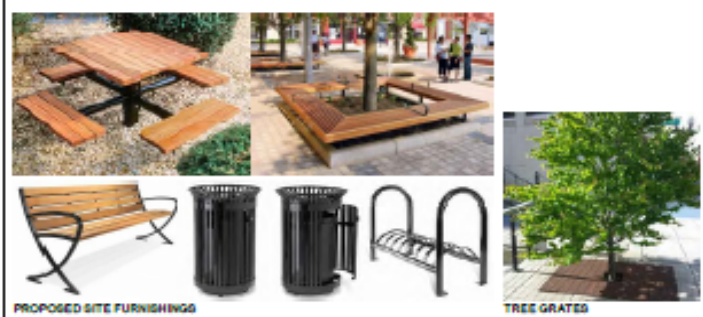
TREE SIZE SHOWN AT 15 YEARS MATURITY, PER RIVERSIDE COUNTY ORDINANCE 348, SECTION 18.12

SHADING NOTES:

- 1" PARKING SPACES PER COUNTY MINIMUM REQUIREMENTS
- 2" PARKING SPACES WITH 2' OVERHANG AS ALLOWED BY COUNTY TO MEET OVERALL REQUIRED LENGTH

GENERAL NOTES:

FOR PLANTING LEGEND, SEE SHEET L1.00



VISTA SANTA ROSA GATEWAY VILLAGE- ENLARGEMENTS & SHADING PLAN

56-180 Monroe Street, La Quinta, CA 92274

Prepared For:
MONROE PROPERTIES, LLC
10685 ROSELLE STREET, #200
SAN DIEGO, CA 92121



Date: 10/15/2024 L1.02

City of La Quinta

CITY COUNCIL MEETING: November 17, 2020

STAFF REPORT

AGENDA TITLE: DISCUSS SHORT-TERM VACATION RENTAL PROGRAM CHARACTERISTICS AND CITY'S PAST, CURRENT, AND FUTURE OBJECTIVES AND INITIATIVES

RECOMMENDATION

Discuss Short-Term Vacation Rental program characteristics and the City's past, current, and future objectives and initiatives.

EXECUTIVE SUMMARY

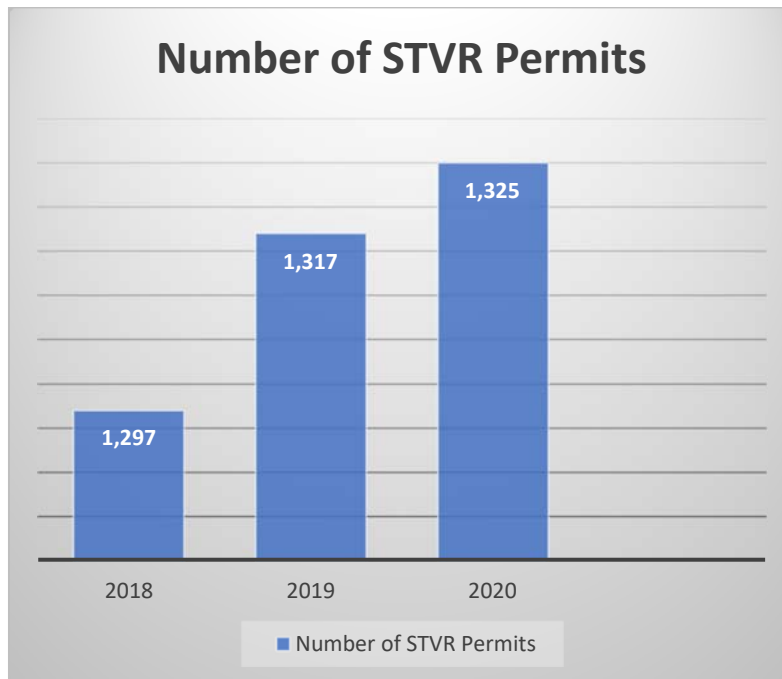
- The STVR program was established in 2012.
- The City has continually sought improvements to the short-term vacation rental program (STVR Program) to maintain a balance between residential quality of life and allowing property owners to host STVRs.

BACKGROUND/ANALYSIS

As the City continues to evaluate and implement improvements to the STVR Program, staff has prepared a presentation to outline the following:

- STVR program characteristics
- STVR program components
- Code amendments – past and current
- Community outreach
- STVR program processes
 - ✓ STVR permit
 - ✓ STVR regulations
 - ✓ STVR hotline
 - ✓ STVR monitoring
 - ✓ STVR enforcement

Over the last three years (2018-2020), the average annual number of active STVR permits has ranged from 900 to 1,325, with fluctuations from month-to-month due to permits pending annual renewal approvals, permits that were not renewed, and new permits issued. The chart below illustrates the highest number of permits in 2018, 2019, and 2020. Based on the highest numbers of permits for each year, there was a 1.5% increase in permits from 2018 to 2019, and a nominal increase in 2020.



The total number of residential dwellings in La Quinta as reported in fiscal year 2018/19 in the Comprehensive Annual Financial Report (CAFR) was 24,764. Based on the highest number of active STVR permits of 1,325 in 2020, STVRs units amount to 5.35% of the total dwelling units in the City.

Transient occupancy tax (TOT) from both hotels and STVR's has typically been the second largest revenue source for the City's general fund budget. In fiscal year 2019/20 TOT revenue was the third largest revenue source after a decline resulting from hotel closures due to the coronavirus pandemic. The chart below shows TOT collected from STVR's only for fiscal years 2017/18 through 2019/20.

The City's fiscal year begins on July 1 and ends on June 30 of the following year.

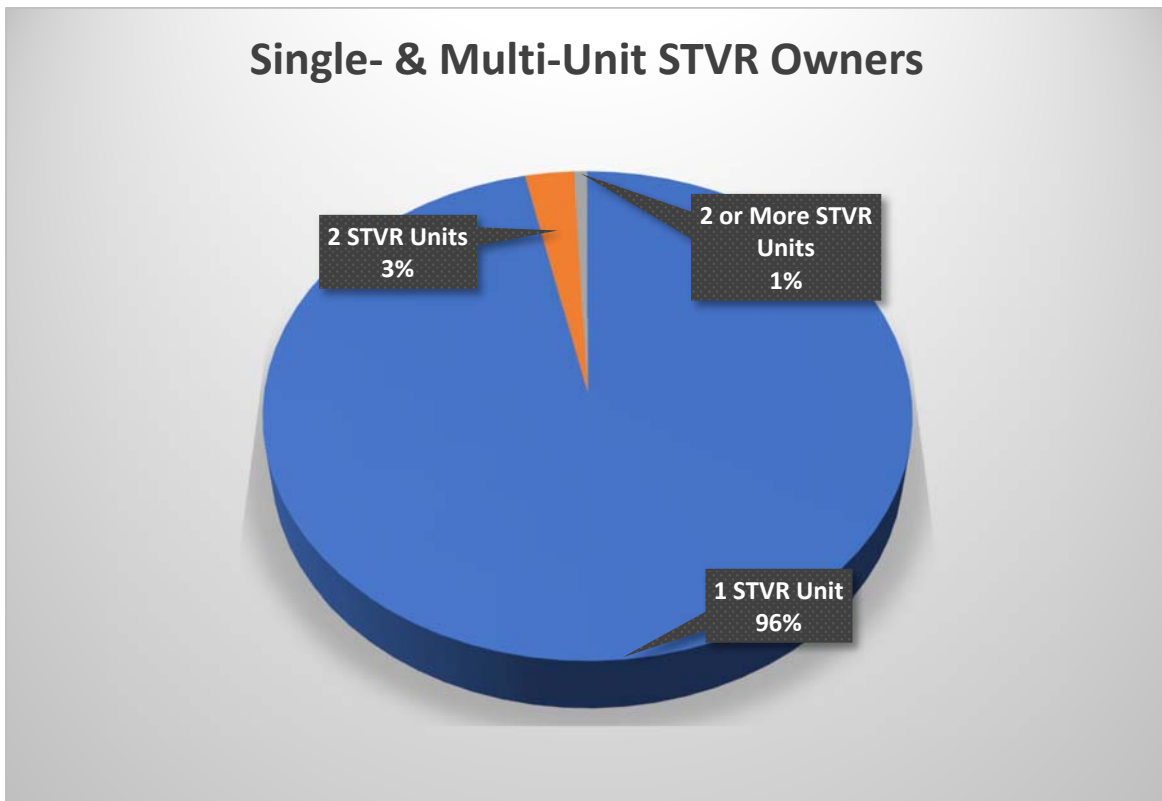
Fiscal Year	Total Active STVR Permits	Actual TOT Collected	TOT Budgeted
2017-2018	1,070	\$ 2,804,647	\$ 2,065,000
2018-2019	1,302	\$ 3,489,725	\$ 2,800,000
2019-2020	1,295	\$ 2,851,145	\$ 4,100,100*
2020-2021	TBD	TBD	\$ 4,182,000*

**Before COVID-19 the budget included an anticipated increase in TOT revenue of 2% per year*

In order to provide an objective comparison, staff used the number of active STVR permits as of 10/31/2020, which was a total of 1,260.

A total of 34 STVR owners, comprised of both private individuals and business entities, own 2 properties; and a total of 9 STVR owners own more than 3 properties.

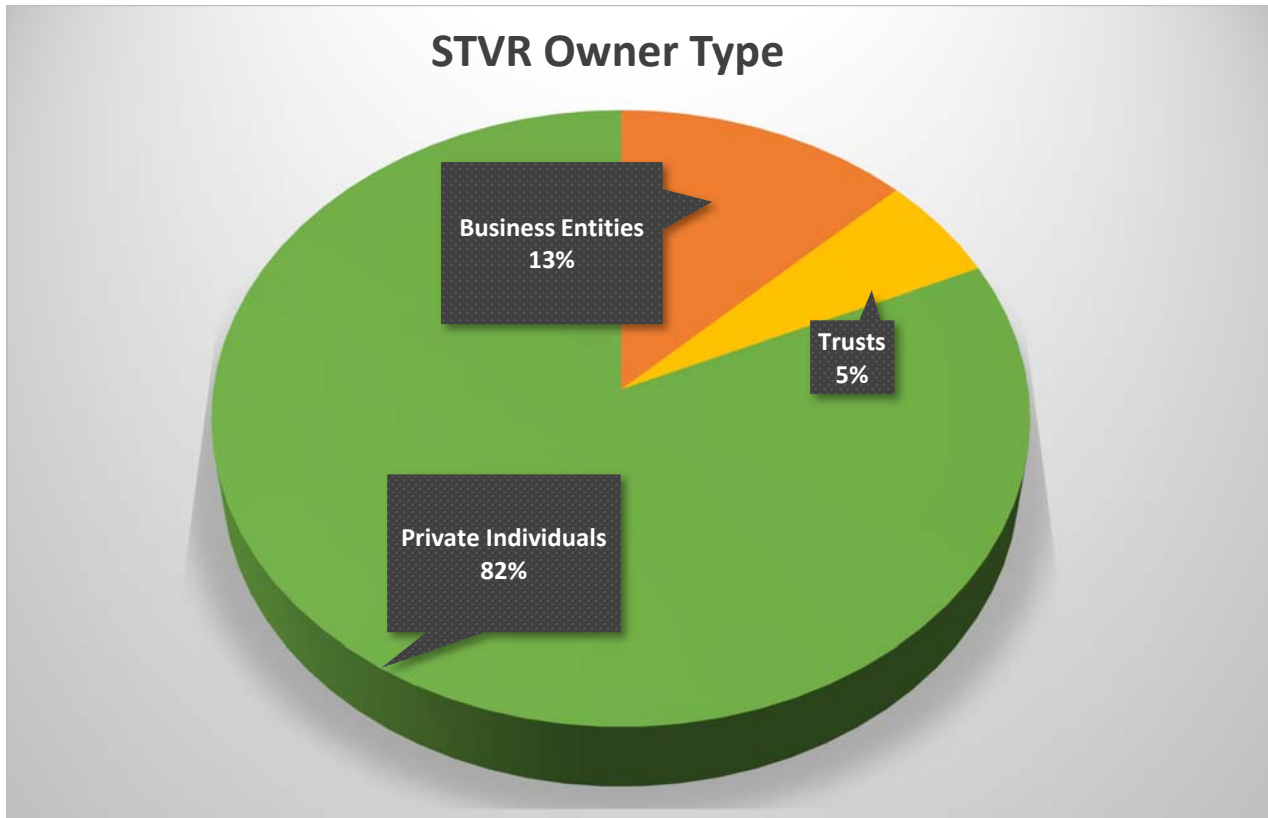
STVR Unit-Owner Type	No. of STVR Units	% of STVR Units
1 STVR Unit	1,217	96.5%
2 STVR Units	34	2.75%
3 or More STVR Units	9	0.75%
Total:	1,260	100%



STVR Ownership Types:

STVR properties ownership is as follows:

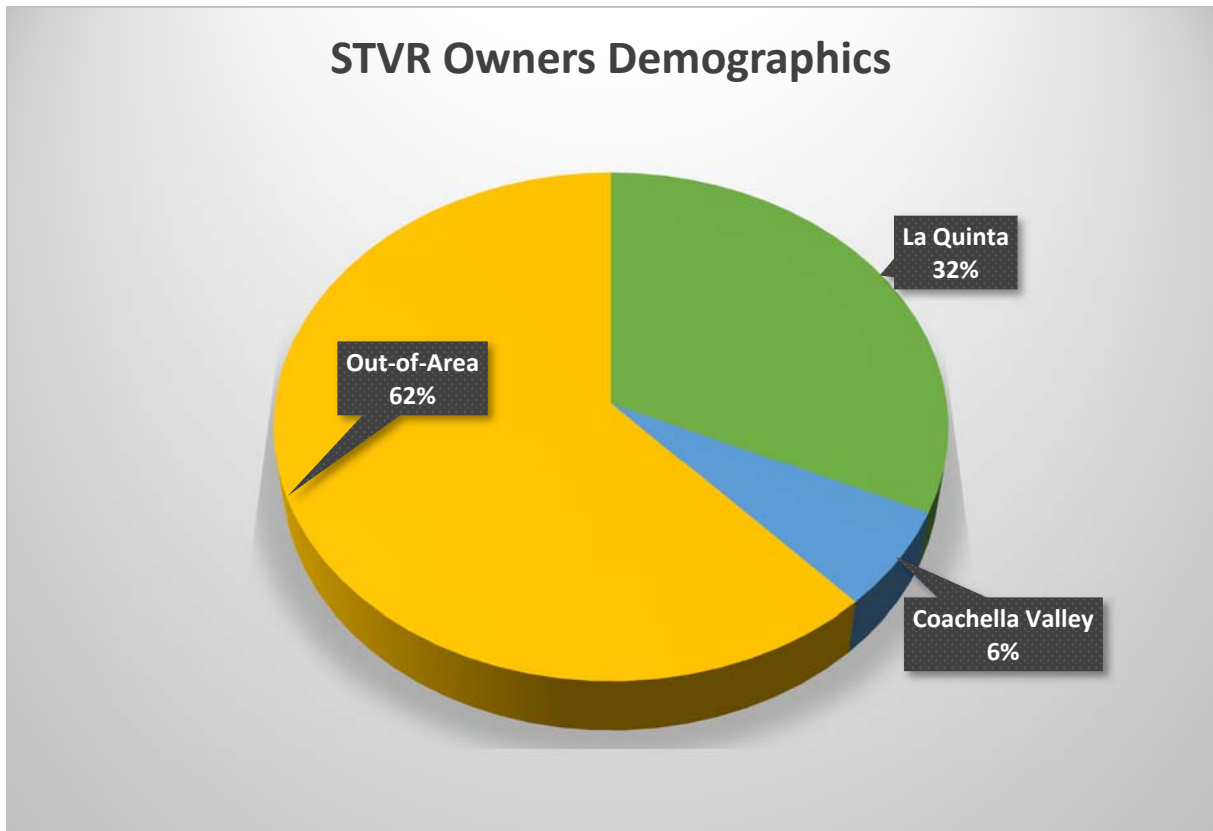
STVR Property Entity-Owner Type	No. of STVR Units	% of STVR Units
Business Entities (LLC, Ltd, Inc, Partnership, Investment, etc.)	161	13%
Trusts	69	5%
Private Individuals	1,030	82%
Total STVRs:	1,260	100%



STVR Ownership Demographics:

La Quinta residents comprise 32% of STVR owners; Coachella Valley residents comprise 6%; and 62% of the STVR owners reside outside of the Coachella Valley.

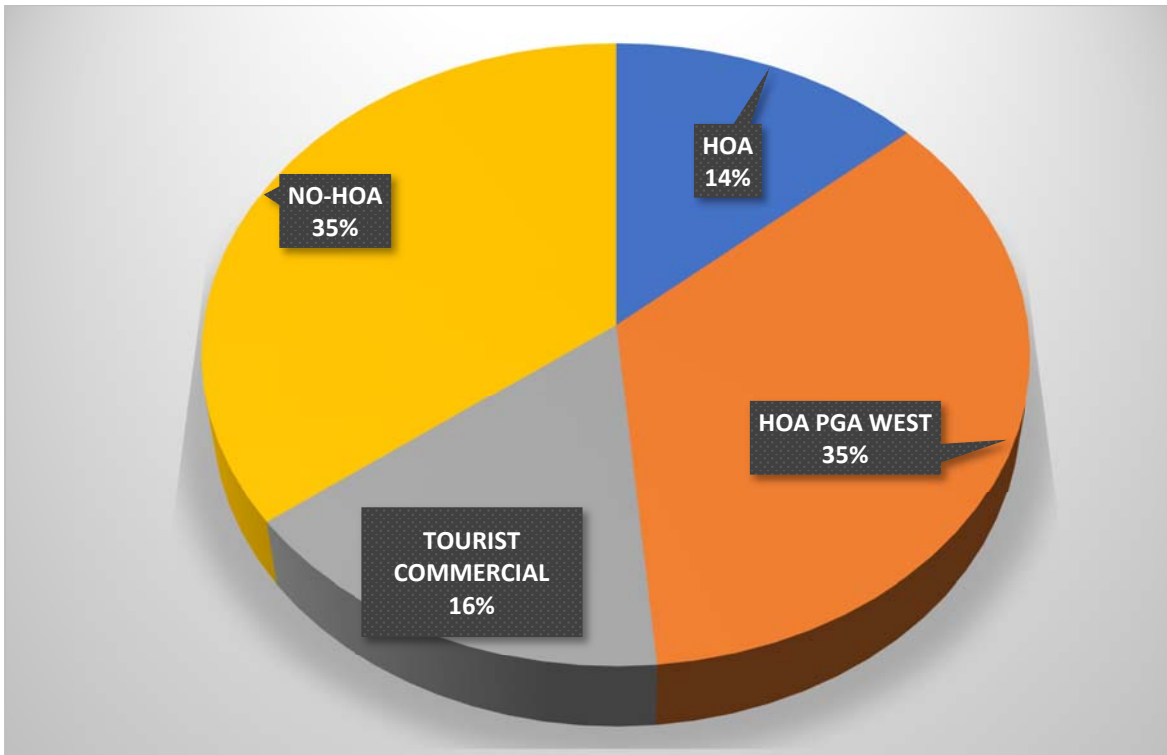
City of Residence of STVR Owner	No. of STVR Units	% of STVR Units
La Quinta	402	32%
Coachella Valley Bermuda Dunes - 7 Cathedral City - 0 Coachella - 2 Desert Hot Springs - 0 Indian Wells - 4 Indio - 23 Palm Desert - 20 Palm Springs - 16 Rancho Mirage - 6 Thermal - 1	79	6%
Out-of-Area	779	62%
Total:	1,260	100%



STVR Locations within the City:

STVR Property Location	No. of STVR Units	% of STVR Units
Within HOA	170	14%
Within PGA West HOA	442	35%
Not in HOA	445	35%
Tourist Commercial*	203	16%
Total:	1,260	100%

*Tourist Commercial STVR properties are located in Embassy Suites, La Quinta Resort, Legacy Villas, and Puerta Azul



The chart below illustrates the percentage of the active 1,260 STVR properties, as of October 31, 2020, in relation to the total number of dwellings citywide, 24,764 as reported in the 2018/19 CAFR, within HOA communities, non-HOA communities, and tourist commercially zoned residential developments:

STVR Property Location	No. of STVR Units	% of STVR Units
Within HOA	170	0.686%
Within PGA West HOA	442	1.785%
Not in HOA	445	1.797%
Tourist Commercial*	203	0.820%
Total:	1,260	5.088%

Overall, about 5% of properties within the City have active STVR licenses.

History of the STVR Program

Staff would like to take this opportunity to provide an overview of the on-going proactive efforts that have been implemented to date since the STVR Program's inception.

The STVR Program was established in October of 2012 to improve collection of the 10% TOT required from such rentals. At that time there were 106 registered units under the pre-existing TOT registration requirements. Staff's research showed that there were more than 700 STVRs advertised in La Quinta and anticipated there could be as many as 1,000 STVRs.

In summary the initial STVR program imposed the following requirements:

- Obtain an annual STVR permit priced at the time at \$25, accompanied by a business license fee of \$19.
- Provide contact information of the homeowner and/or authorized agent.
- Designate a local contact person that will be available at all times to respond within 45 minutes to complaints regarding the STVR. If complaints are not resolved, the police will be notified, and administrative citations may apply. A 24-hour hotline call service will be available to respond to complaints via contacting the local contact person and, when necessary, the police department.
- Post a city-issued certificate number on any STVR advertisement.
- Hand out a copy of the city-prepared "Good Neighbor Brochure" to all guests, providing guidelines on noise, parking, and maximum number of occupants to transients(s).
 - ✓ Allowable maximum number of occupants for overnight (10:01 p.m. – 6:59 a.m.) and daytime (7:00 a.m. – 10:00 p.m.) guests:

Number of Bedrooms	Total of Overnight Occupants	Total Daytime Occupants
0-Studio	2	8
1	4	8
2	6	8
3	8	12
4	10	16
5	12	18
6	14	20
7	14	20

- ✓ Limit on-site parking to approved driveways, garages, or carports.
- ✓ Establish a Misdemeanor Citation section.
- ✓ Provide the City with the right to suspend or revoke the STVR permit for a violation of the STVR provisions.
- Report TOT activity of the rental units on a monthly basis.

Based on the City’s Financial Advisory Ad-Hoc Committee’s report (*the Committee was established on June 16, 2015, comprised of 14 members appointed by the City Council*), issued on January 19, 2016, which amongst many other items, such as placing a measure on the ballot for the 2016 elections for an addition 1% sales tax, also recommended increasing STVR permit fees and percentage of TOT collected. Staff conducted a study of its user and regulatory fee schedule and adopted an increased STVR permit fee from \$25 to \$100 in June 2016.

In August 2017 the City initiated efforts to implement technology to help monitor unpermitted STVR properties, capture unremitted TOT, and enforce compliance. Unfortunately, the vendor was not able to meet contract requirements, and after experiencing service errors the contract was terminated in early 2018.

In December 2017 the City adopted revised STVR program regulations by amending Chapter 3.25 of the La Quinta Municipal Code (LQMC) to clarify, refine, and impose additional requirements to improve processes, set clear expectations, and to minimize impacts, which are generally summarized below:

- Add definitions for “Advertising,” “Declaration of non-use,” “Notice of Permit Modification, Suspension or Revocation,” “Occupant,” “Rent,” “STVR,” and “Tenant” (LQMC) Section 3.25.030);
- Include a verification requirement for the owners’ authorized agent or representative;
- Define a process for change of ownership to obtain an STVR permit;
- Add subsections, C, D, and E to LQMC Section 3.25.050 to identify potential code-violation restrictions, TOT reporting requirements, and opt-out options;
- Require additional information on applications that identify the number of bedrooms to meet building and safety regulations, and a homeowner’s association compliance acknowledgement;
- Identify the person who is responsible for renting the unit and requiring that they must be an occupant of the rental unit;
- Revise the table to expand number of bedrooms and identify allowable occupants per bedroom;

Number of Bedrooms	Total of Overnight* Occupants	Total Daytime** Occupants (Including Number of Overnight Occupants)
0 – Studio	2	8
1	4	8
2	6	8
3	8	12
4	10	16
5	12	18
6	14	20
7	14	20
8	16	22
9	18	24

* Overnight (10:01 p.m. – 6:59 a.m.)

** Daytime (7:00 a.m. – 10:00 p.m.)

- Update the noise restriction requirements;
- Enable staff to impose requirements for noise monitoring to mitigate negative impacts, if deemed necessary;
- Require compliance with any other permit or license applicable to the property;
- Establish an appeal process; etc.

In January 2018 the City adopted Urgency Ordinance No. 566 imposing a 45-day moratorium on the approval of any land use entitlement, including conversions of existing single-family residence common living areas, such as dining and living room areas, into bedrooms. It was discovered that STVR properties were converting common living areas such as dining rooms into additional bedrooms to maximize the use as a STVR, causing over-occupancy and over-crowding, and negatively impacting surrounding residential neighborhoods. This moratorium allowed staff to develop and recommend standards that limit common living areas-to-bedroom conversions to protect the health, safety, and welfare of neighboring residents, and included the following:

- Establish a maximum percentage of dwelling area that bedroom space may occupy in a single-family residence.
- Require additional on-site parking when homeowners propose to exceed a threshold of the number of bedrooms in an existing dwelling unit.

In February and May 2018 the City adopted Urgency Ordinance Nos. 569 and 570, respectively, extending this moratorium for an additional 120-days each time, to allow staff sufficient time to analyze standards of other cities, best practices, develop appropriate code amendment recommendations, and present them to the Planning Commission for review and recommendations.

In June 2018 the City adopted Ordinance No. 571 establishing standards for modification of existing single-family dwellings that resulted in additional bedrooms, establishing a limit on the maximum number of bedrooms and bedroom coverage of 40%, additional garage space requirements if added bedrooms resulted in four or more bedrooms, and revised regulations for guesthouses.

In July 2018 the City adopted Ordinance No. 572 establishing tools and methods to maintain the quality of neighborhoods while being mindful of property owner's rights, the most prominent of which are generally summarized below:

- Redefined the role of an authorized agent or representative;
- Required the owner to be the applicant and holder of an STVR permit and business license;
- A STVR must have a permit and business license before the owner or the owner's authorized agent may rent or advertise a property;
- Required a new STVR permit when non-bedroom space is converted into additional bedrooms;
- STVR permits and business license shall be valid only for the number of bedrooms approved by the City;

- Code compliance inspections may be billed for full cost recovery for initial inspection and for each follow up inspection at 30-minute increments;
- Required adequate onsite parking based on number of allowable occupants. For every four occupants there should be at least one (1) onsite parking and not more than two (2) street parking spots may count towards the number of onsite parking;
- Add reference to LQMC Section 9.50.100 regarding additional bedrooms;
- A STVR permit may be denied if the applicant has failed to comply with application requirements or if the unit has had a STVR permit that was revoked within the last 12 months. STVR units may be limited in a given geographic area, if there is a higher than average concentration of STVR units and/or negatively affects the character and living standards of a neighborhood;
- Required the adoption of a resolution to establish criteria to restrict STVR permits;
- STVR applications may take 30 days to process, but no more than 45 days;
- Number of occupant(s) is to be based on a range by using the existing chart limitations and allowing the City Council by resolution to further restrict occupancy levels provided those restrictions are within the occupancy ranges. Non-permanent improvements such as tents, trailers, and other mobile units may not be used as STVRs;
- Guesthouse and primary residential dwellings may be rented to one individual;
- STVR permit number shall be included in any and all advertisements that promote the unit;
- STVRs shall be operated in compliance with any other permit or license that apply to the property, including a permit or license to operate a special event;
- Three violations of any provision of LQMC Chapter 3.25 within one (1) year will result in an immediate suspension of the STVR permit;
- Administration and misdemeanor citation fee schedule increased and was modified to include three categories: general STVR violations, operating a STVR without a STVR permit, and hosting a special event at a STVR without a special event permit.

In August 2018 the City conducted its annual fee study update and adopted increased STVR permit fees from \$100 to \$105, and a new Code Compliance Inspection fee of \$325 per unit.

In July 2019 the City conducted its annual fee study update and adopted increased STVR permit fees from \$105 to \$200, leaving the Code Compliance Inspection fee of \$325 unchanged.

In September 2019 the City Council held an extensive Study Session discussion to receive an update on the STVR Program characteristics, performance, compliance, and receive public testimony, generally summarized below:

- At this time there were a total of 1,290 active, registered STVRs in La Quinta, representative of 5% of the total 24,857 dwelling units in the City.

- Recent LQMC updates to Chapter 3.25, mentioned in detail above, streamlined the STVR Program process and compliance by updating the permit application, adding a requirement to provide property owner's authorization and 24/7 local contact, clarifying inspection requirements, and increasing citation fines. These improvements have reinforced accountability of STVR homeowners/authorized agents and is helping to mitigate nuisance activities.
- Staff conducted seven (7) community outreach meetings to educate the public about the STVR Program requirements.
- One-on-one meetings with management companies were held, and were available upon request, to foster good business practices.
- City website was updated to allow residents to report zero TOT and to use fillable forms. This allowed residents the convenience of reporting no rental activity for any given month electronically without having to come into City Hall or send reporting by mail.
- A Permit Technician position was added to assist with administering the STVR Program and process permits and annual renewals.
- In February 2019, a 24/7 hotline vendor was selected to provide operator answering services allowing reporting parties to speak with a person who will relay the concern to the local contact for resolution.
- Just before the April 2019 festival season began, over 22,000 STVR postcards were mailed out to all residents with STVR website information and the 24/7 hotline number to call for complaints.
- Citation fine increases have strengthened STVR program compliance. STVR hosts are now more vigilant and responsive. Enforcement of the three-strikes (violation) policy, resulting in an immediate suspension, sends a strong message to repeat offenders. A total of 12 suspensions have been issued since the enactment of this policy. Year-to-date (January – September 2019), Code Compliance opened 324 cases and issued 71 citations totaling \$51,800. In comparison, in 2018 calendar year, Code Compliance opened 238 cases and issued 41 citations totaling \$14,900.
- Staff solicited proposals to secure a compliance vendor to provide online services for permit applications and TOT payments. The evaluation and selection process incorporated recommendations from this study session and an agreement for these services was presented to Council for consideration in October 2019.

In October 2019, following a formal request for proposals competitive bid process, the City Council approved an agreement for contract services with LodgingRevs to provide online services for the STVR Program, including creating an on-line portal to apply for permits, renew permits, make permit payments, and remit TOT; monitor and track STVR activity via data mining that is not compliant or remitting TOT. These services were launched in January 2020.

In November 2019 the City Council approved the formation of the STVR Program Ad-hoc Committee (Committee); interviewed a total of 60 applicants on February 3, 2020; and appointed 15 members to serve on this Committee, for a period of

12 months, to meet on a monthly basis, to provide a venue to exchange dialogue, review the STVR Program and regulations, provide information to community members and stakeholders, and formulate recommendations for Council's review and consideration related to:

- Outreach and Marketing
- Compliance and Enforcement
- Application Process
- On-line Access
- Enhancement Alternatives

Beginning the first Thursday in March 2020, and every first Thursday of each month thereafter, the Committee held monthly meetings, with the exception of April and May due to the COVID-19 pandemic and the transition to a virtual Zoom meeting format. Council's direction to the Committee was to bring forth recommendations as soon as they were ready during the 12-month period.

2020 Unprecedented World Impacts

On March 17, 2020, the City Council adopted Emergency (EM) Resolution No. 2020-001 proclaiming the existence of a local emergency due to COVID-19; on March 26, 2020, the City Manager issued Executive Order No. 7 imposing a ban on STVR rentals in the City, and only allowing limited exemptions related to homeless persons, essential critical infrastructure workers or essential service workers, and persons currently onsite. Executive Order No. 7 was subsequently amended on April 3, April 9, May 12, May 20, May 29, June 3, and finally terminated on June 11, 2020.

Due to the ongoing pandemic, on July 14, 2020, the City Manager issued Executive Order No. 9 imposing stricter compliance regulations, such as the two-strikes policy, immediate 90-day suspension for non-responsiveness of the STVR local contact, no sound amplification outside allowed at any time, and increased fines for violations.

On August 4, 2020, following Council's directives, the City Manager issued Executive Order No. 10 imposing a 90-day moratorium on the issuance of new STVR permits; and on October 7, 2020, amended Executive Order No. 10 to extend this moratorium until February 2, 2021.

Current City Initiatives and Efforts

In September 2020 the City contracted additional security patrol services to assist staff with STVR monitoring and quickly respond and address STVR complaints. On October 20, 2020, the City Council approved one additional Code Compliance Officer position to ensure the City is adequately staffed to manage and respond to the City's increased compliance efforts.

Since its inception, the Committee has created four subcommittees to focus on:

- 1) Enforcement/Compliance – examine code compliance improvements, fines, and other recommendations relating to compliance;
- 2) Density/Over-concentration – examine occupancy limits within a STVR property (maximum number of persons for daytime and overnight), density/over-concentration of STVR properties by neighborhood, zone, or defined geographic area;
- 3) Marketing – review current marketing materials (website, good neighbor brochure, community outreach and education, conduct a survey, and review City branding for the Program;
- 4) Licensing/Permitting – examine types of licenses/permits, minimum duration of stays, notification of neighbors, and home inspection requirements.

On November 5, 2020, the Committee finalized its advisory recommendations; the Committee will hold its final meeting on December 3, 2020, and their recommendations will be presented to the City Council at the December 15, 2020 meeting, including staff’s analysis for implementation of the recommendations.

Several amendments to LQMC Chapter 3.25 will be presented to Council at the December 1, 2020 meeting, which will propose additional requirements and amending the language to ensure clarity of the regulations such as:

- Requirements that hosting platforms shall not complete any booking transaction for any residential property or unit unless it is listed on the City’s short-term vacation rental registry and a permit number is listed in the advertisement.
- Annual STVR permit renewals shall be applied for and renewed prior to the permit’s expiration date; this will remove the current allowance in the code to apply for renewal of STVR permits within 30 consecutive days of permit expiration.
- Language amendments to add clarity to:
 - ✓ Definitions
 - ✓ Renewal requirements
 - ✓ Permit suspensions
 - ✓ Change of property ownership
 - ✓ Onsite parking allowances
 - ✓ Local contact response to a complaint
 - ✓ Reference to online, electronic permitting process

Since Executive Order No. 9, a series of enforcement activities have been underway. Below is a summary of percentages of complaints by type, 2020 calendar year-to-date. This is an estimate as Code does not currently track complaint types by each municipal code section but rather by the general type like Short Term Vacation Rental, Property Maintenance, Vehicle Abatement, etc. These

numbers are based on the number of violations currently documented in 2020, all violations are not necessarily issued a citation, some may receive an official warning notice in lieu of a fine (citation).

Since Executive Order No. 9, a series of enforcement activities have been underway. Below is a summary of complaint types as a percentage of total citations issued since July 15, 2020.

Complaints Type	No.
No STVR Permit	24%
Noise	22%
No STVR Permit Listed on Ad	14%
Failure to TOT	12%
Non-Response from Local Contact	11%
Over Occupancy	9%
Three-Strikes Violation	4%
Trash / Debris	2%
Local Contact Not Within 45 min. of STVR property while rented	2%
Total:	100%

Within the same timeframe, the City has issued a total of 175 citations and 43 STVR permit suspensions. There are a total of 30 properties that have been issued multiple citations.

Calls to the STVR Hotline peaked in March/April 2019 due to the festivals. In August 2020 we observed a peak due to COVID 19, the reopening of STVRs in June and Executive Order 9 in July. However, due to the City’s proactive efforts mentioned above, a steady decline in calls to the hotline has been observed since the August 2020 peak.

Currently underway are the following efforts:

- Hotline switch over to LodgingRevs to ensure outgoing calls from the hotline to the local contact come from a (760) phone number, multiple attempts to reach the local contact, and provide a text notification to the host.
- Implementing additional tracking items on the STVR application to easily identify the STVR Program’s owners’ demographics, ownership type, and whether or not the property is within an HOA.
- Revamping the City STVR webpages to help users navigate and locate information easier.
- Effective October 30, 2020, the City began weekly postings of the current Active and Suspended STVRs list on the City’s website at

<https://www.laquintaca.gov/connect/short-term-vacation-rentals/stvr-faq>

[ACTIVE & SUSPENDED STVR PERMITS REPORT AS OF 11/06/2020](#) - The City will provide an updated list every Friday by 5:00 p.m.

- In September 2020 the City mailed a total of 23,100 post cards notifying residents that renting or advertising STVRs without a valid permit is illegal and the City's vendor LodgingRevs is identifying such unlicensed properties which will be issued cease and desist letters.
- On November 9, 2020, the City mailed a total of 452 cease and desist letters to property owners identified as operating unlicensed STVR units.
- Contracted services with Deckard Technologies, Inc for robust STVR monitoring, tracking, and reporting features:
 - ✓ Pro-active enforcement of hosts who advertise without a STVR license.
 - ✓ Pro-active enforcement of hosts who advertise a different number of bedrooms compared to what is permitted.
 - ✓ Compliance module provides notifications of illegal bookings and stores historical data.
 - ✓ Dashboard allows users to view a map of all STVR locations permitted and non-permitted.
 - ✓ Mobile registration allows for online payment, citizen complaints, and renewals.
 - ✓ Simulator creates current revenue and future trends based on bookings.
 - ✓ Ability to compare projected TOT individual STVR properties generate based on booking activities to actual TOT remitted to the City.
 - ✓ Ability to view and monitor STVR bookings across all rental platforms.

Since the inception of the STVR program, staff has responded to multiple inquiries as well as provided great support to those going through the permit process. Proactive measures have included outreach to HOA's directly, presenting to HOA boards, holding workshops at City Hall, sending out Citywide mailers and regular information in the Gem and through social media. Most recently, staff has met with multiple community groups regarding the STVR program including HOA representatives, stakeholders, management companies, and residents.

Currently undergoing is a comprehensive STVR fee study anticipated to be brought before Council for STVR permit fees review and consideration in February 2020. As part of this effort, staff is evaluating the need to potentially introduce different types of STVR permits, such as 1) annual STVR permit; 2) home-share STVR permit; and 3) seasonal 90-day STVR permit.

As the presented historical outline shows, the STVR program continues to evolve based on volatile market conditions and other unprecedented circumstances, which result in unexpected challenges to which the City must adapt quickly and implement new and diverse methods to ensure adequate management, compliance, and enforcement of the STVR Program.

The City has continuously been proactive in responding and adapting to the STVR Programs' ever-changing dynamics and needs, and has actively prioritized the perseveration of neighborhoods and the quality of life of long-term residents.

Next Steps

- December 1, 2020 – staff will introduce for first reading an ordinance proposing code amendments to Chapter 3.25 for Council’s review and consideration.
- December 3, 2020 – final Committee meeting.
- December 15, 2020 – Committee’s recommendations will be presented to Council for review and consideration, and to provide direction to staff on any potential changes and enhancements to the STVR Program, including staff’s analysis for implementation of the recommendations.

ALTERNATIVES

Prepared by: Monika Radeva, City Clerk; Karla Romero, Finance Director; Chris Escobedo, Community Resources Director; Danny Castro, Design & Development Director; Tommi Sanchez, Hub Manager; Kevin Meredith, Code Compliance Supervisor; Martha Mendez, Public Safety Manager

Approved by: Jon McMillen, City Manager

City of La Quinta

CITY COUNCIL MEETING

DEPARTMENT REPORT

TO: Madam Mayor and Members of the City Council

FROM: Karla Romero, Finance Director

DATE: November 17, 2020

SUBJECT: FISCAL YEAR 2019/20 YEAR-END BUDGET REPORT AMENDMENT

The Fiscal Year 2019/20 Year-End Budget Report (Report) was presented on November 3, 2020. The Report included a summary of Reserves. The total fund balance excluded the Pension Trust Fund balance of \$10,249,738, which should be added to the General Fund fund balance for the presentation of total fund balance. Upon making this correction the Unassigned Fund balance has increased to \$19,094,653. No other fund balance categories or sections of the report are affected by this adjustment.

Attachment 1 to this Departmental Report redlines the charts within the Reserve section of the Report.

Attachment 1: Fiscal Year 2019/20 General Fund Year-End Budget Report Amendment

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FISCAL YEAR 2019/20 GENERAL FUND YEAR-END BUDGET REPORT AMENDMENT

RESERVES (Amended)

The chart below depicts reserve balances by category and the value change from June 30, 2019 to June 30, 2020. These reserve balances reflect the financial health of the City at fiscal-year end.

Reserve/Fund Balance	As of June 30, 2019	As of June 30, 2020	Change in Value
Non-Spendable			
Prepaid Costs	37,182	14,065	(23,117)
Land Held for Resale	5,730,990	5,403,652	(327,338)
Advances to Other Funds	-	-	-
Due from Other Governments	27,915,770	26,069,742	(1,846,028)
Total Non-Spendable	33,683,942	31,487,459	(2,196,483)
Restricted			
Pension Trust	6,540,000	10,249,738	3,709,738
Committed			
Operational Carryovers	745,300	1,778,800	1,033,500
Cash Flow Reserve	5,000,000	5,000,000	-
Natural Disaster Reserve	10,000,000	10,000,000	-
Economic Disaster	11,000,000	6,800,000	(4,200,000)
Capital Replacement Reserve	5,000,000	6,540,000	1,540,000
Total Committed	31,745,300	30,118,800	(1,626,500)
Assigned			
Public Safety Fire Services	9,864,841	10,491,654	626,813
Measure G Sales Tax	7,721,975	8,736,219	1,014,244
Capital Projects	11,853,162	13,155,144	1,301,982
Total Assigned	29,439,978	32,383,017	2,943,039
Unassigned	16,228,627	19,094,653	2,866,026
		8,844,915	8,844,915
TOTAL FUND BALANCE	117,637,847	123,333,667	5,695,820
		113,083,929	(4,553,918)

- **Non-spendable balance** decreased by a total of \$2,196,483 and included:
 - The disposal of 35 acres of Land Held for Resale at SilverRock for a total value of \$327,338. This property is now recognized as a City Park and home of the SilverRock Event Site.

The FY 2019/20 Redevelopment Agency loan repayment of \$2,540,262 and interest earnings of \$694,234 resulted in a decrease of \$1,846,028 in Due from Other Governments.

- The Due from Other Governments balance of \$26,069,742 represents the principal (\$15,662,342) and interest (\$10,407,400) owed to the General Fund (80% of total loan repayments). An additional 20% or \$6,978,943 is recognized in the Housing Authority Fund. The total outstanding loan balance as of June 30, 2020 was \$33,048,685. Non-spendable reserves cannot be used to fund ongoing operations and primarily represent commitments due to the General Fund.
- **Restricted reserves** are limited to funds held in a Section 115 Pension Trust set aside to fund the City's pension obligations. The trust was initially established in FY 2018/19 with \$6,540,000 and in FY 2019/20 an additional \$3,460,000 was deposited. Coupled with investment gains, resulted in an increase in total value to \$3,709,738.
- **Committed reserves** decreased by \$1,626,500. The increase of \$1,033,500 in operational carryovers is detailed in Exhibit E and is lowering the Unassigned fund balance.

During the FY 2019/20 Mid-Year Budget Report, the Unassigned balance was reduced by \$5,000,000 and used to fund the following reserves:

- \$1,540,000 for Capital Replacement Reserves
- \$3,460,000 for the Pension Trust

In March 2020, the Council allocated \$4,200,000 from the Economic Disaster Reserve to cover anticipated COVID revenue shortfalls (\$2,700,000) and established Small Business Economic Relief Programs (\$1,500,000).

- An increase of \$2,943,039 in **assigned reserves** was due to multi-year capital improvement project funding (\$1,301,982), which is also lowering the Unassigned fund balance.

During FY 2019/20 the Measure G reserve allocation was \$2,136,144 and \$1,121,900 was allocated from prior year Measure G reserves to increase the funding for the SilverRock Event Site; resulting in an overall increase of \$1,014,244 to Measure G reserves.

The 2020/21 Mid-Year Budget Report will be presented in February 2021. Usually the Mid-Year Budget Report includes funding options for Council to consider placing a portion of unassigned reserves into Restricted or Committed reserves which are not fully funded.

Staff will continue to monitor current economic impacts, local business restrictions, and current operating expenses to determine if additional reserve funding is recommended during the Mid-Year Budget Report.

Current reserve balances and targets are summarized below.

Reserve/Trust	Reserve Target	Current Funding	Over/(Under) Funded	Annual Target
Emergency Reserve				
Natural Disaster	10,000,000	10,000,000	-	1,500,000
Economic Disaster	11,000,000	6,800,000	(4,200,000)	1,000,000
Total	21,000,000	16,800,000	(4,200,000)	2,500,000
Cash Flow Reserve	5,000,000	5,000,000	-	-
Capital Replacement	10,000,000	6,540,000	(3,460,000)	1,000,000
Total Reserves	36,000,000	28,340,000	(7,660,000)	3,500,000
Pension Trust Fund	10,000,000	10,249,738	249,738	1,000,000
Unassigned Reserves	10,000,000	19,094,653	9,094,653	-
		8,844,915	(1,155,085)	
Overall Total	56,000,000	57,684,391	1,684,391	4,500,000
		47,434,653	(8,565,347)	

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PLANNING COMMISSION MINUTES TUESDAY, SEPTEMBER 8, 2020

CALL TO ORDER

A regular meeting of the La Quinta Planning Commission was called to order at 5:00 p.m. by Chairperson Caldwell.

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: Commissioners, Currie, Libolt Varner, McCune, Nieto, Proctor and Chairperson Caldwell

ABSENT: Commissioner Bettencourt

STAFF PRESENT: Design & Development Planning Manager Cheri L. Flores, Senior Planner Carlos Flores, Commission Secretary Sijifredo Fernandez

PLEDGE OF ALLEGIANCE

Chairperson Caldwell led the Planning Commission in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

There were no requests to speak under the 'Public Comment on Matters Not on the Agenda' section of the meeting and Staff continued to monitor emails should written comments or requests for verbal comments be received.

COMMISSIONER BETTENCOURT ARRIVED IN THE MEETING AT 5:06 P.M.

CONFIRMATION OF AGENDA

MOTION – A motion was made and seconded by Commissioners Proctor/McCune to approve the Agenda as submitted. AYES: Commissioners Bettencourt, Currie, Libolt Varner, McCune, Nieto, Proctor and Chairperson Caldwell. NOES: None. ABSENT: None. ABSTAIN: None. Motion passed unanimously.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATION

1. AMERICAN PLANNING ASSOCIATION INLAND EMPIRE CHAPTER 2020 COMPREHENSIVE PLAN-SMALL JURISDICTION AWARD HONORING THE HIGHWAY 111 CORRIDOR PLAN FOR EXCELLENCE IN PLANNING

Design and Development Director Castro presented the American Planning Association Award honoring the Highway 111 Corridor Plan. Director Castro provided a recap of the Highway 111 Corridor Plan and the steps moving forward for the project coming this fall.

Commissioners congratulated staff on the collective effort for the achievement of the award.

Design and Development Director Castro recognized Manager Flores and planning staff for the work that was completed on the Highway 111 Corridor Plan.

CONSENT CALENDAR

1. APPROVAL OF MINUTES DATED JUNE 23, 2020

Commissioner Bettencourt stated that he hoped staff would be able to provide meeting minutes prior to the next planning commission meeting, in the event that future planning commission meetings are cancelled.

Manager Flores stated the current process is consistent with the other city's boards and commissions procedures and mentioned the video/audio recordings of the meeting are available to public via our city's website.

MOTION – A motion was made and seconded by Commissioners Bettencourt/Currie to approve the Consent Calendar as submitted. AYES: Commissioners Bettencourt, Currie, Libolt Varner, McCune, Nieto, Proctor and Chairperson Caldwell. NOES: None. ABSENT: None. ABSTAIN: None. Motion passed unanimously.

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACTS – No public contact to report.

BUSINESS SESSION

1. SELECT PLANNING COMMISSION CHAIRPERSON AND VICE CHAIRPERSON FOR FISCAL YEAR 2020/21

The Planning Commission waived presentation of the staff report, which is on file in the Design and Development Department. Chairperson Caldwell opened the nominations for chairperson.

MOTION - A motion was made and seconded by Commissioners Currie/Bettencourt to select Commissioner Proctor to serve as Planning Commission Chairperson for a period of one year. Motion passed unanimously.

MOTION - A motion was made by Planning Commissioners Proctor/Libolt Varner to select Commissioner Nieto to serve as Planning Commission Vice Chairperson for a period of one year. Motion passed unanimously.

Chairperson Proctor assumed the duties of presiding officer for the remainder of the meeting and on behalf of the Commission, thanked Commissioner Caldwell for her service and leadership.

2. ADOPT A RESOLUTION TO APPROVE MINOR USE PERMIT 2020-0004 FOR MECHANICAL POOL EQUIPMENT WITHIN A SIDE YARD SETBACK. APPLICANT: TESERRA POOLS. CEQA: THE DESIGN & DEVELOPMENT DEPARTMENT REVIEWED THE PROJECT IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND DETERMINED THAT THE PROJECT IS CATEGORICALLY EXEMPT UNDER CEQA GUIDELINES 15301, MINOR ALTERATIONS TO EXISTING FACILITIES. LOCATION: 80216 MERION [RESOLUTION NO. 2020-007]

Senior Planner Flores presented the staff report which is on file in the Design and Development Department.

Staff responded to the Commission inquiries and comments regarding:

- Clarification of action being taken by the Planning Commission.
- Discussion of updating the code to making these approvals conducted at a staff level;

MOTION – A motion was made and seconded by Commissioners Bettencourt/Nieto to find the project categorically exempt under CEQA Guidelines 15301, Minor Alterations to Existing Facilities and adopt Planning Commission Resolution 2020-007 subject to the Findings and Conditions of Approval as submitted. Motion passed unanimously.

STUDY SESSION- None

PUBLIC HEARINGS – None

REPORTS AND INFORMATIONAL ITEMS

1. SHORT TERM VACATION RENTAL PROGRAM UPDATE

Design and Development Director Castro provided an update regarding the Short-Term Vacation Rental Ad Hoc Committee.

COMMISSIONERS' ITEMS

Commissioner Nieto brought a concern regarding the Highway 111 dealership's landscaping plan and monument signs project. A question was raised as to the number of vehicles that were allowed based on their approval and whether the project is in compliance.

Design and Development Director Castro stated that staff will verify if they are within compliance of their approval.

STAFF ITEMS

1. AUGUST 2020 VILLAGE PARKING SURVEY

Associate Planner Fernandez presented the staff report which is on file in the Design and Development Department.

Staff responded to Commission inquiries and comments regarding the frequency of the parking surveys going forward.

2. WIRELESS TELECOMMUNICATIONS INVENTORY UPDATE

Senior Planner Flores presented the staff report which is on file in the Design and Development Department.

Staff responded to Commission inquiries and comments regarding the cell tower that is out of compliance located within the City-owned property.

ADJOURNMENT

There being no further business, it was moved and seconded by Commissioners Bettencourt/Caldwell to adjourn at 6:07 p.m. Motion passed unanimously.

Respectfully submitted,



SIJIFREDO FERNANDEZ, Commission Secretary
City of La Quinta, California



**FINANCIAL ADVISORY COMMISSION
MINUTES
WEDNESDAY, SEPTEMBER 30, 2020**

CALL TO ORDER

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

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: Commissioners Batavick, Hoffner, Hunter, Rosen, Twohey and Chairperson Mills

ABSENT: None

VACANCY: One

STAFF PRESENT: Finance Director Romero, Financial Services Analyst Hallick, Management Assistant Delgado, Design and Development Director Castro, and Community Resources Director Escobedo

PLEDGE OF ALLEGIANCE

Commissioner Rosen led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA

Chairperson Mills requested a verbal update from staff on the Federal Emergency Management Agency contract services with Vanir.

The Commission concurred.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS - None

CONSENT CALENDAR ITEMS

- 1. APPROVE SPECIAL MEETING MINUTES DATED AUGUST 5, 2020**
- 2. RECEIVE AND FILE FOURTH QUARTER 2019/20 TREASURY REPORTS FOR APRIL, MAY, JUNE 2020**

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

BUSINESS SESSION

1. APPROVE STAFF RECOMMENDATION FOR ISSUANCE AND SALE OF SUBORDINATE TAX ALLOCATION REFUNDING BONDS

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

Finance Director Romero provided the Commission with an overview of the process for bond refinancing, anticipated savings and tax incentives, estimated cost of issuance, and the proposed timeline for refinancing. Suzanne Harrell, Managing Director, from Harrell and Company the financial and municipal advisor for the proposed bond refinance, explained the current market demand for municipal bonds and costs associated with bond sales.

Motion – A motion was made and seconded by Commissioners Hunter/Hoffner to approve staff recommendation for issuance and sale of subordinate tax allocation refunding bonds. Motion passed: ayes 6, noes 0, vacancy 1.

2. APPOINT TWO FINANCIAL ADVISORY COMMISSIONERS TO AUDIT AND FORMULATE THE ANNUAL MEASURE G SALES TAX OVERSIGHT COMPLIANCE REPORT FOR FISCAL YEAR 2019/20

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

Finance Director Romero explained the scope and purview of the report and the list of Commissioners who assisted with formulating this report in the past. Commissioners Batavick and Rosen expressed their willingness to audit and formulate the annual Measure G sales tax oversight compliance report for fiscal year 2019/20.

Motion – A motion was made and seconded by Commissioners Hoffner/Hunter to appoint Commissioners Batavick and Rosen to audit and formulate the annual Measure G sales tax oversight compliance report for fiscal year 2019/20. Motion passed: ayes 6, noes 0, vacancy 1.

3. APPOINT TWO FINANCIAL ADVISORY COMMISSIONERS TO SERVE ON THE REVIEW AND SELECTION COMMITTEE FOR REQUEST FOR PROPOSALS (RFP) FOR ACTUARIAL CONSULTING AND TECHNOLOGY SERVICES

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

Finance Director Romero provided the Commission with an overview of the RFP's scope and purpose; said it was posted on the City's website on September 25, 2020; and outlined the anticipated proposed timeline for proposals review and selection.

Commissioners Hunter and Twohey expressed their willingness to serve on the review and selection committee for the RFP for Actuarial Consulting and Technology Services.

Motion – A motion was made and seconded by Commissioners Batavick/Hoffner to appoint Commissioners Hunter and Twohey to serve on the review and selection committee for the RFP for Actuarial Consulting and Technology Services. Motion passed: ayes 6, noes 0, vacancy 1.

4. APPOINT TWO FINANCIAL ADVISORY COMMISSIONERS TO REVIEW THE 2004 INTERFUND LIBRARY DEVELOPMENT IMPACT FEE FUND LOAN

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

Commissioners Hoffner and Mills expressed their willingness to review the 2004 interfund Library Development Impact Fee Fund loan.

Motion – A motion was made and seconded by Commissioners Twohey/Rosen to appoint Commissioners Hoffner and Mills to review the 2004 interfund Library Development Impact Fee Fund loan. Motion passed: ayes 6, noes 0, vacancy 1.

5. APPOINT TWO FINANCIAL ADVISORY COMMISSIONERS TO PARTICIPATE IN A FUTURE SHORT-TERM VACATION RENTAL (STVR) SUBCOMMITTEE

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

The Commission suggested appointing three Commissioners to the STVR subcommittee. Commissioners Hoffner, Hunter, and Mills expressed their willingness to participate in a future STVR subcommittee.

Motion – A motion was made and seconded by Commissioners Rosen/Batavick to appoint Commissioners Hoffner, Hunter, and Mills to participate in a future STVR subcommittee. Motion passed: ayes 6, noes 0, vacancy 1.

STUDY SESSION – None

DEPARTMENTAL REPORTS

1. FINANCE DEPARTMENT CURRENT AND FUTURE INITIATIVES

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

Finance Director Romero announced effective September 14, 2020, that the City recruited Daniele Batuta as an Account Technician and she will be primarily responsible for accounts receivables in the Finance Department; and thanked the Commissioners for their willingness to continue to serve on the Commission and participate in the variety of ad-hoc committees.

The Commission and staff discussed what is expected to be reviewed by the Ad-Hoc Committee for the City's 457 retirement plan; required Coronavirus Aid, Relief, and Economic Security (CARES) Act reporting dates; Federal Emergency Management Agency (FEMA) requirements and new guidelines; and the extent of services provided by Vanir Construction Management, Inc., the City's FEMA services consultant, for FEMA and CARES Act management and reporting.

2. FIRST QUARTER 2020 (JANUARY-MARCH) SALES TAX UPDATE FOR THE CITY OF LA QUINTA

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

General discussion followed regarding the collection of Measure G sales tax.

3. LA QUINTA COVID-19 SMALL BUSINESS EMERGENCY ECONOMIC RELIEF PROGRAM (Program) – verbal update

Staff said a total of \$807,867 has been disbursed as of September 24, 2020 and that a total of 83 individual businesses have been assisted by the program.

4. FISCAL YEAR 2019/20 PRELIMINARY YEAR-END BUDGET REPORT – verbal update

Finance Director Romero said that the City is still preparing items for 2019/20 fiscal year end audit, which are due on Friday, October 2, 2020 and provided an update to the Commission on the status for the year-end budget report.

5. VACANT FINANCIAL ADVISORY COMMISSION APPOINTMENT – verbal update

Finance Director Romero said that staff is proposing to do a recruitment for the vacant Commissioner position, with an ending term of June 30, 2023, and anticipates Council will conduct interviews at the October 20, 2020 regular meeting.

COMMISSIONERS' ITEMS

1. HIGHWAY 111 CORRIDOR PROJECT (Project)– verbal update

Staff provided the Commission with an update on the RFP for the project. Staff noted that on September 15, 2020, Council approved an agreement for contract services with GHD Inc to provide form-based code and planning and engineering services for the project and explained the scope of work and terms of the agreement. The Commission and staff discussed the involvement of property owners for the businesses along Highway 111 during the project plan and future stages, and the analysis for the projected revenue and benefits of the project.

2. SUBCOMMITTEE REVIEW OF POLICE SERVICES – verbal update

Community Resources Director Escobedo thanked Commissioners Batavick and Rosen for their involvement in the subcommittee conducting the review and evaluation of police service levels; said the subcommittee reviewed cost factors, crime data, police service

efficiency, the various annual studies for police services prepared by Matrix Consulting Group, and the priority of community safety.

3. PUBLIC SAFETY CAMERA SYSTEM (System) – verbal update

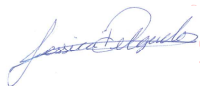
Staff said Council received an updated on this project at the September 15, 2020 meeting via a departmental report and another update would be presented at the October 6, 2020 meeting to consider proceeding with advertisement and publication of bid on the installation and maintenance for the System. Staff also noted the following items have been completed:

- Staff released an online community survey via Survey Monkey,
- Provided 4 updates to all City Commissions,
- Held 4 community meetings and 2 focus groups,
- Community research was completed by Probolsky Research,
- Created policies to govern the system,
- Visited and toured 2 cities with public safety camera systems,
- Distributed Request for Qualifications (RFQ) for vendors,
- Conducted a 90-day pilot program of a camera system at street intersections,
- Hosted 22 PSCS viewing parties at City Hall of top three vendors (90-day pilot program), and
- Retained a firm to design a comprehensive city-wide camera system.

ADJOURNMENT

There being no further business, it was moved and seconded by Commissioners Twohey/Rosen to adjourn this meeting at 5:32 p.m. Motion passed: ayes 6, noes 0, vacancy 1.

Respectfully submitted,

 Digitally signed by Jessica Delgado
DN: cn=Jessica Delgado, o=City of La
Quinta, ou=Finance Department,
email=jdelgado@laquintaca.gov, c=US
Date: 2020.11.05 09:01:01 -08'00'

Jessica Delgado, Management Assistant
City of La Quinta, California

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SHORT-TERM VACATION RENTAL PROGRAM AD-HOC COMMITTEE MINUTES

THURSDAY, OCTOBER 1, 2020

CALL TO ORDER

A regular meeting of the Short-Term Vacation Rental Program Ad-Hoc Committee (Committee) was called to order at 4:01 p.m. by Committee Secretary Lorette.

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.).

ROLL CALL

PRESENT: Committee Members Best, Butler, Caldwell, Church, Coronel, Franco, Grotzky, Jonasson, McDonough, Monroe, Shelton, Spinney, Tamm and Chair Schutz

ABSENT: Committee Member Navarro

STAFF PRESENT: Design & Development Director Castro, Hub Manager Sanchez, Administrative Assistant/Committee Secretary Lorette, Public Safety Manager Mendez, Code Compliance Supervisor Meredith, Community Resources Director Escobedo, Financial Services Analyst Hallick, Accounting Manager Martinez, and City Manager McMillen

PLEDGE OF ALLEGIANCE

Committee Secretary Lorette led the Committee in the Pledge of Allegiance.

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Committee Secretary Lorette announced the following WRITTEN PUBLIC COMMENTS were received as of 12:00 p.m., which were distributed to the

Committee, and incorporated into the agenda packet and public record of the meeting:

- Olivier Chaine and Shevy Akason – in support of STVRs;
- Arlene Gotshalk, Kim Larson, and Kevin Miles – in opposition of STVRs;
- Lindsey Myers – false complaints made on STVR properties;
- Barbara Montavon – recommending an extension on Executive Order No. 10 imposing a moratorium on new STVR permits, and implementation of lower occupancy limits for STVRs;
- Kimberly Estrada – recommending the rules and regulations for noise apply to both STVR’s and residents;
- Timothy McQuiggan – recommending the City impose a mandatory security deposit from all STVR renters;
- Karen Parnell on behalf of Resort Home Destinations – provided recommendations for STVR occupancy limits and comments in opposition of Executive Order No. 10;
- Rod McGuire – recommending a STVR public meeting for La Quinta residents to attend and speak at and recommending an extension of Executive Order No. 10.

CONFIRMATION OF AGENDA – Confirmed

CONSENT CALENDAR

1. APPROVE MEETING MINUTES OF SEPTEMBER 3, 2020

MOTION – A motion was made and seconded by Committee Members McDonough/Grotsky to approve the Consent Calendar as submitted. Motion passed: ayes 14, noes 0, absent 1 (Navarro).

REPORTS AND INFORMATIONAL ITEMS

1. CITY OF LA QUINTA FINANCIAL OVERVIEW

Accounting Manager Martinez and Financial Analyst Hallick presented a brief overview of the City’s fiscal year 2020/21 budget and fiscal state, including STVR program financial specifics and analysis.

Accounting Manager Martinez and Financial Analyst Hallick answered related questions from Committee Members.

STUDY SESSION

1. DISCUSS LICENSING SUB-COMMITTEE REPORT AND UPDATE

Design and Development Director Castro presented the staff report, which is on file in the Design and Development Department.

Committee Member Caldwell provided an overview of the topics the Licensing Sub-Committee had discussed, including having two types of STVR permits, minimum stay requirements for STVRs, placing a cap on the number of days a property can be rented, sending a notification to neighbors when a permit is issued, requiring security deposits from guests, inspections, response times from local contacts, and use of noise meters.

The Licensing Sub-Committee will continue to meet weekly and anticipates having a report on recommendations to present to the Committee by the next regular meeting scheduled for November 5, 2020.

2. DISCUSS MARKETING SUB-COMMITTEE REPORT AND UPDATE

Design and Development Director Castro presented the staff report, which is on file in the Design and Development Department.

Committee Member McDonough provided an update on what the Marketing Sub-Committee plan to accomplish with the assistance of City Marketing Manager Marcie Graham. Projects will include updates to the City website, STVR online portal, and Good Neighbor Brochure; ways to use social media and The Gem publication to provide STVR updates; and developing a STVR survey.

3. DISCUSS DENSITY SUB-COMMITTEE REPORT AND UPDATE

Design and Development Director Castro presented the staff report, which is on file in the Design and Development Department.

Committee Member Church provided an overview on the data the Density Sub-Committee has been reviewing to develop their recommendations. They have completed their occupancy recommendations (see Business Session Item No. 1) and are reviewing maps provided by the City and research findings on best practices adopted by other U.S. cities to compile the list of recommendations for property density.

The Density Sub-Committee will continue to meet weekly and anticipates having a report on property density recommendations to present to the Committee by the next regular meeting scheduled for November 5, 2020.

4. SHORT-TERM VACATION RENTAL ENFORCEMENT UPDATE

Hub Manager Sanchez provided an update on STVR enforcement by presenting a postcard that was mailed out to all properties in La Quinta. The postcard is to inform property owners that a STVR permit/license is required if they are renting their property for 30 days or less. The postcard is also to inform property owners that the City will take enforcement action on any property renting or advertising without a valid permit/license. This postcard is to assist with enforcement efforts and to provide residents with contact information for the City.

Committee discussion followed regarding the process of rental procedures and review of rental rules with guests. The Committee reached a consensus to add these topics to the Marketing Sub-Committee.

COMMITTEE MEMBER MONROE LEFT THE MEETING AT 5:15 P.M.

BUSINESS SESSION

1. APPROVE DENSITY SUB-COMMITTEE REPORT WITH RECOMMENDATIONS TO MODIFY SHORT-TERM VACATION RENTAL OCCUPANCY LIMITS

MOTION – A motion was made and seconded by Committee Members Caldwell/Spinney to approve the Density Sub-Committee report with recommendations to modify STVR occupancy limits. Motion failed: noes 7, ayes 6, absent 2 (Monroe and Navarro).

The Committee discussed modifications to the proposed recommendations for occupancy limits.

COMMITTEE MEMBER JONASSON LEFT THE MEETING AT 5:42 P.M.

MOTION – A motion was made and seconded by Committee Members Franco/Grotsky to approve the Density Sub-Committee report with recommendations to modify STVR occupancy limits with the modifications to amend the overnight occupancy for a studio to two occupants, a one bedroom to four occupants, a two bedroom to six occupants, and a three bedroom to eight occupants. Motion failed: noes 7, ayes 5, absent 3 (Jonasson, Monroe, and Navarro).

The Density Sub-Committee will re-evaluate the occupancy limits and revise the recommendations to present to the Committee by the next regular meeting scheduled for November 5, 2020.

ADJOURNMENT

There being no further business, it was moved and seconded by Committee Members McDonough/Church to adjourn this meeting at 5:46 p.m.

Respectfully submitted,



LORI LORETT, Committee Secretary
City of La Quinta, California

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