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CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, JUNE 1, 2021
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, N-35-20, and N-60-20 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 regular meeting by teleconference.

Members of the public wanting **to listen to the open session** of the 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**, either for a specific agenda item or matters not on the agenda are requested to follow the instructions listed below:

Written public comments – can be provided in-person during the meeting or emailed to the City Clerk’s Office at CityClerkMail@LaQuintaCA.gov **no later than 3:00 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.

If emailed, the email "subject line" must clearly state "**Written Comments**" and list the following:

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

***** TELECONFERENCE PROCEDURES *****

Verbal public comments via Teleconference – members of the public may join the meeting virtually via Zoom and use the "raise your hand" feature when public comments are prompted by the Mayor; the City will facilitate the ability for a member of the public to be audible to the City Council and general public and allow him/her to speak on the item(s) requested. **Please note – members of the public must unmute themselves when prompted upon being recognized by the Mayor, in order to become audible to Council and the public.**

Only one person at a time may speak by teleconference and only after being recognized by the Mayor.

ZOOM LINK: <https://zoom.us/j/98207015867>
Meeting ID: **982 0701 5867**
Or join by phone: **(669) 900 – 9128**

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 providing **written public comments** either in-person or via email as indicated above; or provide **verbal public comments** either in-person or via teleconference by joining the meeting virtually at <https://zoom.us/j/98207015867> and use the "raise your hand" feature when prompted by the Mayor. Members of the public attending the meeting in-person are requested to complete a "**Request to Speak**" form. Please limit your comments to three (3) 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 Government Code § 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)
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO PARAGRAPH (1) OF SUBDIVISION (d) OF GOVERNMENT CODE SECTION 54956.9. NAME OF CASE: CITY OF LA QUINTA V. DWCG1, LLC, ET AL., RIVERSIDE COUNTY SUPERIOR COURT CASE NO. PSC1909315

RECESS TO CLOSED SESSION

RECONVENE AT 4:00 P.M.

REPORT ON ACTION(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 providing **written public comments** either in-person or via email as indicated above; or provide **verbal public comments** either in-person or via teleconference by joining the meeting virtually at <https://zoom.us/j/98207015867> and use the “raise your hand” feature when prompted by the Mayor. Members of the public attending the meeting in-person are requested to complete a **“Request to Speak”** form and submit it to the City Clerk. Please limit your comments to three (3) 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 Government Code § 54954.2(b).

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS – NONE

CONSENT CALENDAR

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

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PUBLIC HEARINGS – None

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- 12. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
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- 14. CANNABIS AD HOC COMMITTEE (Peña and Sanchez)
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- 23. GREATER CV CHAMBER OF COMMERCE INFORMATION EXCHANGE COMMITTEE (Sanchez)
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ADJOURNMENT

The next regular meeting of the City Council will be held on June 15, 2021 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 May 28, 2021.

DATED: May 28, 2021

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 of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION TO REQUEST COUNTY OF RIVERSIDE PLACE COLLECTION COSTS FOR SOLID WASTE HANDLING SERVICES AT SINGLE-FAMILY DWELLINGS ON TAX ROLLS

RECOMMENDATION

Adopt a Resolution to request the County of Riverside to place collection costs for solid waste handling services for single-family dwellings on the Tax Rolls.

EXECUTIVE SUMMARY

- The County Tax Assessor requires Council to annually adopt a resolution requesting that the cost of solid waste collection services be placed on the residential Tax Rolls.
- Included in the residential and commercial recycling rates is the recycling process fee to address the realignment of recycling.
- On May 3, 2016, Council approved an Amended and Restated Agreement (Agreement) with Burrtec Waste and Recycling Services (Burrtec) that included property tax roll billing for residential customers.

FISCAL IMPACT - None

BACKGROUND/ANALYSIS

The City contracts with Burrtec for solid waste collection, handling, and street sweeping services. The Agreement stipulates that the cost for single-family dwelling services will be collected on the Tax Rolls. Section 24 of the Agreement states Burrtec can adjust the rates per the Consumer Price Index and any increases from the Transfer Station (Attachment 1).

Single-Family Dwelling	2020 Rate (existing)	2021 Rate (proposed)
Service Component of Maximum Rate	\$10.90/month	\$11.26/month
Disposal Component of Maximum Rate	\$6.37/month	\$6.40/month
AB 939 Fee	\$0.10/month	\$0.10/month
Total Rate	\$17.37/month \$208.44/year	\$17.76/month \$213.12/year

Additional Refuse Cart	\$7.66/month \$91.92/year	\$7.93/month \$95.16/year
Backyard Service		
For refuse and first recycling carts/containers	\$7.22/month \$86.64/year	\$7.48/month \$89.76/year
For each additional cart/container	\$7.22/month \$86.64/year	\$7.48/month \$89.76/year
Surcharge for Homeowners' Associations Desiring Monday Service	10 percent of Service Component	

These service costs are not subject to Proposition 218 (which provides that all taxes and most charges are subject to voter approval) because the Council does not set rates but instead establishes a rate ceiling pursuant to its regulatory authority. The Council may adjust the maximum rate ceiling each year.

ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Gil Villalpando, Assistant to City Manager

Approved by: Jon McMillen, City Manager

Attachment: 1. Burrtec Notification Letter dated April 29, 2021

RESOLUTION NO. 2021 - XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, REQUESTING THE COUNTY OF RIVERSIDE TO PLACE COLLECTION OF COSTS FOR SOLID WASTE HANDLING SERVICES AT SINGLE-FAMILY DWELLINGS ON THE TAX ROLLS

WHEREAS, the La Quinta City Council wishes to ensure the uniform collection of rates for solid waste handling services at single-family dwellings and place collection thereof on the County of Riverside Tax Assessor’s Tax Rolls; and

WHEREAS, the attached “Exhibit A” sets forth the maximum rates that may be collected for solid waste handling services at single-family dwellings in the City of La Quinta pursuant to a franchise agreement with an Effective Date of July 1, 2021, entitled “Agreement Between the City of La Quinta and Burrtec Waste and Recycling Services, LLC, for Solid Waste Handling Services”; and

WHEREAS, the City of La Quinta has determined that applicable provisions, if any, of Proposition 218 (Articles XIII C and XIII D of the California Constitution) have been satisfied in connection with the matters addressed by the Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City of La Quinta, to adopt as follows:

SECTION 1. The City Council hereby requests the Riverside County Tax Assessor to place collection of costs for solid waste handling services at single-family dwellings in the City on the County’s tax rolls as set forth by “Exhibit A,” attached hereto and incorporated by this reference.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 1st day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2021 – xxx
Residential Waste Fee Schedule on Tax Roll Fiscal Year 2021/22
Adopted: June 1, 2021
Page 2 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

City of La Quinta
RESOLUTION NO. 2021-XXX "EXHIBIT A"
Maximum Rates For Single Family Dwellings – Monthly*

Effective July 1, 2021

Single Family Dwellings	Service Component	Disposal Component	AB 939 Fees	Total Monthly Rate*	Total Yearly Rate
Automated or Manual Collection - Tax Roll Billing	\$ 11.26	\$ 6.40	\$ 0.10	\$ 17.76	\$ 213.12
Automated or Manual Collection - Direct Billing	\$ 12.95	\$ 6.40	\$ 0.10	\$ 19.45	\$ 233.40
Additional Refuse Cart	\$ 7.93			\$ 7.93	\$ 95.16
Cart Replacement - (Per Section 8.1.8 F) one-time fee	\$ 66.51			\$ 66.51	n/a
Bulky Item: in excess of 4 items or non-regular collection day**	\$ 19.95			\$ 19.95	n/a
Backyard Service					
Basic Additional Charge for Backyard Service	\$ 7.48			\$ 7.48	\$ 89.76
Charge for additional Container/Cart per Section 8.2.3	\$ 7.48			\$ 7.48	\$ 89.76
PGA – 2 nd Pick-Up Day	\$ 9.12	\$ 5.02		\$ 14.14	\$ 169.68
Surcharge for HOA's Desiring Monday Service	10% of Service Component			10% of Service Component	

*The maximum rates on this sheet shall apply to all customers receiving automated or manual service utilizing carts or cans, including specifically such customers (if any) at commercial premises.

**Charged for pickups in excess of four items, or pickup on a non-collection day. Pickup otherwise at no additional charge.

City of La Quinta

RESOLUTION NO. 2021-XXX "EXHIBIT A"

Maximum Rates for Customers Receiving Service in Bins - Commercial or Residential

Effective 7.1.2021

2 yd Bin Service			
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate
1 x per week	\$ 71.40	\$ 33.28	\$ 104.68
2 x per week	\$ 124.90	\$ 63.45	\$ 188.39
3 x per week	\$ 175.84	\$ 93.82	\$ 269.66
4 x per week	\$ 226.55	\$ 123.90	\$ 350.45
5 x per week	\$ 278.00	\$ 147.92	\$ 425.92
6 x per week	\$ 328.49	\$ 184.02	\$ 512.51
Extra Empty*	\$ 38.52	\$ 8.34	\$ 46.86

3 yd Bin Service			
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate
1 x per week	\$ 90.06	\$ 47.69	\$ 137.75
2 x per week	\$ 155.79	\$ 92.05	\$ 247.84
3 x per week	\$ 220.27	\$ 135.15	\$ 355.42
4 x per week	\$ 280.13	\$ 178.17	\$ 458.30
5 x per week	\$ 343.55	\$ 222.18	\$ 565.73
6 x per week	\$ 405.04	\$ 264.90	\$ 669.94
Extra Empty*	\$ 52.44	\$ 11.91	\$ 64.35

4 yd Bin Service			
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate
1 x per week	\$ 123.02	\$ 64.21	\$ 187.23
2 x per week	\$ 194.15	\$ 120.80	\$ 314.95
3 x per week	\$ 267.87	\$ 177.16	\$ 445.03
4 x per week	\$ 341.75	\$ 234.19	\$ 575.94
5 x per week	\$ 411.89	\$ 290.40	\$ 702.29
6 x per week	\$ 480.54	\$ 346.33	\$ 826.87
Extra Empty*	\$ 71.00	\$ 16.06	\$ 87.06

6 yd Bin Service			
Pickups Per Week	Service Component	Disposal Component	Monthly Customer Rate
1 x per week	\$ 184.67	\$ 95.51	\$ 280.18
2 x per week	\$ 291.00	\$ 183.34	\$ 474.34
3 x per week	\$ 401.34	\$ 269.06	\$ 670.40
4 x per week	\$ 512.62	\$ 354.76	\$ 867.38
5 x per week	\$ 617.17	\$ 442.01	\$ 1,059.18
6 x per week	\$ 720.06	\$ 526.83	\$ 1,246.89
Extra Empty*	\$ 106.04	\$ 23.89	\$ 129.93

* Meaning occasional calls for extra service, or "emptying" of Bin.

Customers desiring a locking Bin may be charged a one-time charge of up to \$76.35 to add a locking bar to their Bin, and are subject to a charge not to exceed \$29.37 each time the locking bar needs replacement.

The Service Component for Customers receiving services less than 6 times per week and who desire service on Saturday may be increased by an amount not to exceed \$31.75

The monthly Service Component for Customers who keep Bins in locked enclosures may be increased by an amount not to exceed \$22.10.

The monthly Service Component for Customers who keep Bins in a location requiring Contractor to move them more than 20 feet for collection purposes may be increased by an amount not to exceed \$39.17.

**CITY OF LA QUINTA
Commercial Bin Recycling Rates**

RESOLUTION NO. 2021-XXX "EXHIBIT A"

Effective July 1, 2021

2 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 3.29	\$ 59.41
2 x Per Week	\$ 6.58	\$ 108.73
3 x Per Week	\$ 9.87	\$ 156.90
4 x Per Week	\$ 13.17	\$ 204.80
5 x Per Week	\$ 16.45	\$ 250.12
6 x Per Week	\$ 19.75	\$ 300.89
Extra Empty*	\$.76	\$ 29.80

3 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 14.41	\$ 79.84
2 x Per Week	\$ 28.84	\$ 146.38
3 x Per Week	\$ 43.25	\$ 211.75
4 x Per Week	\$ 57.68	\$ 274.84
5 x Per Week	\$ 72.09	\$ 340.08
6 x Per Week	\$ 86.51	\$ 403.82
Extra Empty*	\$ 1.14	\$ 39.64

4 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 19.22	\$ 108.17
2 x Per Week	\$ 38.45	\$ 187.75
3 x Per Week	\$ 57.68	\$ 268.46
4 x Per Week	\$ 76.90	\$ 349.56
5 x Per Week	\$ 96.13	\$ 428.48
6 x Per Week	\$ 115.35	\$ 506.54
Extra Empty*	\$ 1.52	\$ 53.78

6 yd Bin Service	Processing	Monthly Rate
Pickups Per Week		
1 x Per Week	\$ 19.22	\$ 152.98
2 x Per Week	\$ 38.45	\$ 264.65
3 x Per Week	\$ 57.68	\$ 377.21
4 x Per Week	\$ 76.90	\$ 490.21
5 x Per Week	\$ 96.13	\$ 600.74
6 x Per Week	\$ 115.35	\$ 709.29
Extra Empty*	\$ 2.28	\$ 80.49

* Meaning occasional calls for extra service, or "emptying" of Bin.

Customers desiring a locking Bin may be charged a one-time charge of up to \$76.35 to add a locking bar to their Bin, and are subject to a charge not to exceed \$29.37 each time the locking bar needs replacement.

The rates for Customers receiving services less than 6 times per week and who desire service on Saturday may be increased by an amount not to exceed \$31.75.

The monthly rate for Customers who keep Bins in locked enclosures may be increased by an amount not to exceed \$22.10.

The monthly rate for Customers who keep Bins in a location requiring Contractor to move them more than 20 feet for collection purposes may be increased by an amount not to exceed \$39.17.

96-gal recycling cart will be charged at \$31.09 per pick up.

CITY OF LA QUINTA

RESOLUTION NO. 2021-XXX "EXHIBIT A"

Maximum Rates for Service in Rolloff Boxes and Temporary Service

Effective July 1, 2021

Maximum Rolloff Box Rate is the Total of the Service Component and Disposal Component

Service Component:

Rolloff Box Size

Standard 20 yard box \$142.42 per pull plus \$1.00/ton of Solid Waste Collected

Standard 30 yard box \$186.93 per pull plus \$1.00/ton of Solid Waste Collected

Standard 40 yard box \$218.98 per pull plus \$1.00/ton of Solid Waste Collected

The Service Component for Rolloff Compactors is three times the per pull rate for the same size Rolloff Box, plus \$1.00 per ton of Solid Waste Collected
(i.e., the Service Component for a 40yd. Compactor is $3 \times \$218.98 = \$656.94 + \$1.00/\text{ton}$)

Disposal Component:

Actual Amount Charged to Contractor for Disposal, plus franchise fee

Temporary Service Using Bins

Temporary Service utilizing a 3yd Bin is subject to a maximum rate, comprised only of a Service Component, of \$140.62 per servicing by Contractor

Temporary Service utilizing a 4yd Bin is subject to a maximum rate, comprised only of a Service Component, of \$154.13 per servicing by Contractor

Temporary Service Delivery Charge

Bins and Rolloff Boxes used for Temporary Services are subject to a delivery charge of \$24.03

City of La Quinta **RESOLUTION NO. 2021-XXX "EXHIBIT A"**
Maximum Service Component/Rate For Miscellaneous Charges

Effective July 1, 2021

New Start Fee	\$	8.50
Re-Start Fee	\$	22.34
Extra Trip - Rolloff Boxes Only	\$	67.82
Returned Check	\$	28.13
Bulky Item Service		
Residential in excess of 4 items or non-regular collection day		\$19.95/Item
Commercial		\$66.48/Item

Commercial Foodwaste Rates

Effective July 1, 2021

1-64 Gallon Cart

# Pick-Ups Per week	Recycling Collection Component	Material Processing	Franchise Fee	AB-939 Fee	Total Monthly Rate
1	\$33.68	\$32.50	\$7.35	\$0.48	\$74.01
2	\$67.35	\$64.95	\$14.70	\$0.97	\$147.97
3	\$101.03	\$97.45	\$22.05	\$1.45	\$221.98
4	\$134.70	\$129.90	\$29.40	\$1.94	\$295.94
5	\$168.38	\$162.40	\$36.75	\$2.42	\$369.95

3-64 Gallon Cart

# Pick-Ups Per week	Recycling Collection Component	Material Processing	Franchise Fee	AB-939 Fee	Total Monthly Rate
1	\$70.71	\$97.45	\$18.68	\$1.19	\$188.03
2	\$151.52	\$194.85	\$38.49	\$2.47	\$387.33
3	\$212.15	\$292.30	\$56.05	\$3.58	\$564.08
4	\$282.87	\$389.70	\$74.73	\$4.78	\$752.08
5	\$353.60	\$487.15	\$93.42	\$5.97	\$940.14

2-64 Gallon Cart

# Pick-Ups Per week	Recycling Collection Component	Material Processing	Franchise Fee	AB-939 Fee	Total Monthly Rate
1	\$53.88	\$64.95	\$13.20	\$0.85	\$132.88
2	\$107.76	\$129.90	\$26.41	\$1.71	\$265.78
3	\$161.64	\$194.85	\$39.61	\$2.56	\$398.66
4	\$215.53	\$259.80	\$52.81	\$3.42	\$531.56
5	\$269.41	\$324.75	\$66.02	\$4.27	\$664.45

4-64 Gallon Cart

# Pick-Ups Per week	Recycling Collection Component	Material Processing	Franchise Fee	AB-939 Fee	Total Monthly Rate
1	\$80.82	\$129.90	\$23.40	\$1.48	\$235.60
2	\$161.63	\$259.80	\$46.83	\$2.95	\$471.21
3	\$242.47	\$389.70	\$70.24	\$4.43	\$706.84
4	\$323.28	\$519.60	\$93.65	\$5.90	\$942.43
5	\$404.11	\$649.50	\$17.07	\$7.38	\$1,078.06

Extra Pickup

# of Carts Per Pick up	rate Per Pick up
1	\$22.00
2	\$40.94
3	\$54.57
4	\$72.74
5	\$90.93

Additional Cart after 4 Carts Per Week

# of Carts Per Pick-Up	rate
1	\$53.94
2	\$107.74
3	\$161.79
4	\$215.69
5	\$269.62

Table 1:

Monthly AB 939 Fee Calculations

RESOLUTION NO. 2021-XXX "EXHIBIT A"

- Customers receiving Carts or Manual Collection at Dwellings: \$.10 month/Customer
- Rolloff Boxes: \$ 1.00/ton of Solid Waste Collected
- Customers receiving Solid Waste service in Bins:

2 yd Bin Service	
Pickups Per Week	AB 939 Component
1 x per week	\$ 0.90
2 x per week	\$ 1.63
3 x per week	\$ 2.32
4 x per week	\$ 3.02
5 x per week	\$ 3.67
6 x per week	\$ 4.41

3 yd Bin Service	
Pickups Per Week	AB 939 Component
1 x per week	\$ 1.19
2 x per week	\$ 2.14
3 x per week	\$ 3.07
4 x per week	\$ 3.95
5 x per week	\$ 4.88
6 x per week	\$ 5.77

4 yd Bin Service	
Pickups Per Week	AB 939 Component
1 x per week	\$ 1.61
2 x per week	\$ 2.72
3 x per week	\$ 3.84
4 x per week	\$ 4.97
5 x per week	\$ 6.05
6 x per week	\$ 7.13

6 yd Bin Service	
Pickups Per Week	AB 939 Component
1 x per week	\$ 2.41
2 x per week	\$ 4.09
3 x per week	\$ 5.78
4 x per week	\$ 7.48
5 x per week	\$ 9.11
6 x per week	\$ 10.76



April 29, 2021

Mr. Gilbert Villalpando
Assistant to the City Manager
City of La Quinta
78495 Calle Tampico
La Quinta, CA 92247-1504
Electronically Submitted

RE: 2021 Rate Adjustment

Dear Mr. Villalpando,

Please find the attached refuse and recycling rate sheets effective July 1, 2021 in accordance with Section 24 of the Amended and Restated Agreement.

The service component of the rates reflects an adjustment in the Consumer Price Index (CPI) for the period of March 2020 to March 2021. The service component adjustment for residential will be \$0.36 per month. The adjustment for a commercial 3-yard container receiving service one time per week (most common) is \$3.10 per month.

The disposal component of the rates reflects an increase of \$0.16 per month for residential customers. The adjustment for a 3-yard commercial refuse container serviced once per week is \$1.01 per month.

Included in the residential, commercial recycling and roll off rates is the recycling processing fee that has been adjusted to reflect the net-recycling costs for 2020.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Frank Orlett', is written over a horizontal line.

Frank Orlett
Vice President

cc: Doug Kinley III, Management Specialist

City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTIONS TO 1) APPROVE PRELIMINARY 2021/22 ENGINEER'S ANNUAL LEVY REPORT FOR LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 89-1, AND 2) DECLARE INTENT TO LEVY ANNUAL ASSESSMENTS FOR LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 89-1

RECOMMENDATION

Adopt a Resolution approving the preliminary 2021/22 Engineer's Annual Levy Report for Landscape and Lighting Assessment District 89-1; and

Adopt a Resolution declaring the City's intent to levy annual assessments for construction, maintenance and servicing landscape and lighting improvements within the Citywide Landscape and Lighting Assessment District 89-1 and giving notice thereof.

EXECUTIVE SUMMARY

- Annually, Council must take certain actions to allow the City to levy annual assessments pertaining to Citywide Landscape and Lighting Assessment District 89-1 (District).
- These actions include adopting the recommended resolutions and scheduling a public hearing (Hearing).
- The annual assessments fund 44% of the citywide landscape, lighting, median, and parkways maintenance costs. The 2021/22 assessment rate will remain at \$35.60 per dwelling/parcel also identified as an equivalent benefit unit (EBU). This has been the rate since 1997.
- Any increase to the assessment rate requires a benefit analysis; new assessments must then be approved by a majority vote of all property owners within the City, which comprises the District.

FISCAL IMPACT

The estimated 2021/22 cost for retention basin maintenance, and median and parkway landscape and lighting maintenance is \$2,240,400 (Table 1).

The EBU will generate an estimated \$981,712. The City will also receive \$150,000 from County Service Area 152, levied by Riverside County, for

retention basin maintenance. The combined income is projected to be \$1,131,712, leaving a shortfall (funded by the General Fund) of \$1,108,688.

BACKGROUND/ANALYSIS

In 1989, the City formed the District to fund the maintenance, construction, and servicing of landscape areas, streetlights and traffic signals. Pursuant to the Landscape and Lighting Act of 1972, the City must annually perform a series of activities (Attachment 1), including preparation of an annual engineer’s report.

The 2021/22 Preliminary Engineer’s Annual Levy Report (Engineer’s Report) (Attachment 2) has been prepared by City staff and Willdan Financial Services (Willdan provides parcel recognition support) to establish the maintenance budget and identify the benefitting parcels. Below is a comparison of the 2020/21 and 2021/22 Engineer’s Reports (Table 2).

	<u>2020/21</u>	<u>2021/22</u>
Citywide Benefit Zone	Yes	Yes
Number of Local Benefit Zones	6	6
Number of Equivalent Benefit Units (EBU’s)	27,420	27,577
EBU Rate	\$35.60/EBU	\$35.60/EBU
District Revenue	\$976,140	\$981,712

Willdan projects an increase of 150 EBU’s from 2020/21 to 2021/22; actuals will be based on the final 2021/22 County Secured Tax Roll.

All property owners, including those within the six local benefit zones, would be assessed a flat rate. The methodology has remained the same under the provisions of Proposition 218, which prohibits assessment increases without the approval of a simple majority of property owners in a public vote within the District.

The Council is required to approve the Engineer’s Report and schedule a hearing to allow property owners an opportunity to provide testimony regarding any proposed changes. The hearing is scheduled for June 15, 2021.

Approving the Engineer’s Report does impose the proposed EBU; the City can only levy the fee after a public hearing. Upon conclusion of the hearing, Council may consider the testimony and a resolution confirming the assessment diagram and EBU Rate.

The Engineer’s report also includes an annual review of the general funds budgeted for parks (Table 1) for City Council to consider if they ever chose to pursue the creation of a Parks Assessment District.

ALTERNATIVES

Council may elect to increase assessments in order to fully fund the District costs. Staff projects that the assessment would need to increase by \$45.75 per EBU to balance the District budget. If the Council selects this option, a District-wide benefit analysis and approval of the new assessments by vote of all affected property owners would be needed.

Prepared by: Dianne Hansen, Management Analyst, Parks/Landscape
Approved by: Bryan McKinney, Public Works Director/City Engineer

Attachments: 1. Annual Activities Report
2. Preliminary 2021/22 Engineer's Annual Levy Report

[Click Here to Return to Agenda](#)

RESOLUTION NO. 2021-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE PRELIMINARY ENGINEER'S REPORT FOR FISCAL YEAR 2021/2022 IN CONNECTION WITH LA QUINTA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 89-1

WHEREAS, the City Engineer has prepared and filed a report entitled "La Quinta Landscape and Lighting Assessment District 89-1, Preliminary Engineer's Report" (the "Report") with the City Clerk of the City of La Quinta; and

WHEREAS, the Report has been presented to City Council for review; and

WHEREAS, the City Council has carefully examined and reviewed such Report.

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

SECTION 1. The Report, as filed, is hereby approved.

SECTION 2. The City Council authorizes and directs the City Clerk to (i) submit certified copies of this resolution to the County of Riverside and (ii) take such other and further actions as may be necessary and proper for the County Assessor to place this assessment on the tax roll.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the La Quinta City Council held on this 1st day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No.
Preliminary Engineer's Report L&L District 89-1
Adopted: June 1, 2021
Page 2

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

(CITY SEAL)

APPROVED AS TO FORM:

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

RESOLUTION NO. 2021-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY THE ANNUAL ASSESSMENTS FOR CONSTRUCTION, MAINTENANCE, AND SERVICING LANDSCAPING AND LIGHTING IMPROVEMENTS WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE CITYWIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 89-1 AND TO LEVY AND COLLECT ASSESSMENTS PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972 AND GIVING NOTICE THEREOF

WHEREAS, the City Council, by its Resolution No. 89-9, initiated proceedings pursuant to provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereinafter referred to as "the Act"), for the formation of a Landscape and Lighting Assessment District designated "La Quinta Landscape and Lighting Assessment District 89-1," shall include all of the territory located within the boundaries of the City; and

WHEREAS, the City Council desires to levy and collect assessments within Landscape and Lighting Assessment District 89-1 for the Fiscal Year commencing July 1, 2021 and ending June 30, 2022 to pay the costs and expenses of constructing, operating, maintaining, and servicing landscaping, lighting and associated facilities located within public places in the City; and

WHEREAS, the Engineer selected by the City Council has prepared and filed a report in connection with the Landscape and Lighting Assessment District 89-1 with the City Clerk of the City of La Quinta; and

WHEREAS, the report has presented to the City Council and the City Council did, by previous Resolution, approve such report.

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

SECTION 1. The City Council has previously formed Landscape and Lighting Assessment District 89-1 pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500.

Resolution No.
Intent to Levy L&L District 89-1
Adopted: June 1, 2021
Page 2

SECTION 2. The City Council hereby finds that the maintenance and operation of projects identified in the Preliminary Engineer's Report for Landscape and Lighting Assessment District 89-1 consisting solely of exempt items of sidewalks, streets, sewers, water, flood control, and/or drainage pursuant to Article 13D Section 5(a) of the California Constitution, that the public interest requires the maintenance of the improvements, and declares its intention to levy and collect assessments for the fiscal year commencing July 1, 2021 and ending June 30, 2022 to pay for the costs and expenses of the improvements described in Section 4 hereof.

SECTION 3. The territory included within the boundaries of the Assessment District includes all of the land included within the boundaries of the City.

SECTION 4. Reference is hereby made to the report of the Engineer on file with the City Clerk of the City of La Quinta for a full and fair description of the improvements, the boundaries of the Assessment District and any zones therein and the proposed assessments upon assessable lots and parcels of land within the Assessment District.

SECTION 5. Notice is hereby given that June 15, 2021 at 5:00 p.m. at the City Council Chambers, 78-495 Calle Tampico, La Quinta, California, 92253, is the time and place fixed for a Public Meeting by the City Council to allow public testimony regarding the assessment.

SECTION 6. Notice is hereby given that June 15, 2021, at 5:00 p.m. at the City Council Chambers, 78-495 Calle Tampico, La Quinta, California, 92253, is the time and place fixed for a Public Hearing by the City Council on the question of the levy of the proposed assessment for Landscape and Lighting Assessment District 89-1. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing, or, withdrawal of the protest. A written protest shall state all grounds of objections and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the hearing, all interested persons shall be afforded the opportunity to hear and be heard.

SECTION 7. The City Clerk is hereby authorized and directed to give notice of such hearings as provided in the Act.

SECTION 8. The City Council hereby designates The Desert Sun as the newspaper in which notice of the Public Hearing shall be published.

Resolution No.
Intent to Levy L&L District 89-1
Adopted: June 1, 2021
Page 3

SECTION 9. The City Council authorizes and directs the City Clerk to (i) submit certified copies of this resolution to the County of Riverside and (ii) take such other and further actions as may be necessary and proper for the County Assessor to place this assessment on the tax roll.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the La Quinta City Council held on this 1st day of June 2021, 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

[Click Here to Return to Agenda](#)

ATTACHMENT 1

ANNUAL ACTIVITIES LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

Adopt the following Resolutions:

1. Approve Preliminary Engineer's Report (June 1, 2021).
2. Intention to levy annual assessment and notice of Public Meeting/Hearing (June 15, 2021).
3. Conduct a Public Meeting to allow testimony regarding the proposed assessments prior to Public Hearing (June 15, 2021).
4. Conduct a Public Hearing to allow written protests of the proposed assessment to be considered by the City Council prior to adoption of the final assessments (June 15, 2021).

[Click Here to Return to Agenda](#)

ATTACHMENT 2



City of La Quinta

Street Lighting and Landscape District No. 89-1

2021/2022 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: June 1, 2021
Public Hearing: June 15, 2021

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510



www.willdan.com

AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

**City of La Quinta
Street Lighting and Landscape District No. 89-1
Riverside County, State of California**

This Report and the enclosed diagrams show the exterior boundaries of the District therein including the improvements, budgets, parcels and assessments to be levied for fiscal year 2021/2022, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2021.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of La Quinta

By: _____

Daniel Louie
Project Manager, District Administration Services

By: _____

Tyrone Peter
P.E. # C 81888

ENGINEER'S REPORT

CITY OF LA QUINTA STREET LIGHTING AND LANDSCAPE DISTRICT NO. 89-1

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll thereto attached was filed with me on the _____ day of _____, 2021.

BY: Monika Radeva, City Clerk
City of La Quinta
Riverside County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll thereto attached, was approved and confirmed by the City Council of the City of La Quinta, California, on the _____ day of _____, 2021.

BY: Monika Radeva, City Clerk
City of La Quinta
Riverside County, California

I HEREBY CERTIFY that the enclosed Assessment Roll was filed with the County Auditor of the County of Riverside, on the _____ day of _____, 2021.

BY: Monika Radeva, City Clerk
City of La Quinta
Riverside County, California

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I. OVERVIEW

A. INTRODUCTION

The City of La Quinta (the “City”) annually levies and collects special assessments in order to provide and maintain the facilities, improvements and services within Street Lighting and Landscape District No. 89-1 (the “District”). The District was formed in 1989 pursuant to the Landscaping and Lighting Act of 1972 (the “1972 Act”), Part 2 of Division 15 of the Streets and Highways Code and authorizes the Agency to annually levy and collect assessments to maintain the services and improvements related thereto.

This Engineer’s Annual Levy Report (the “Report”) describes the District, any changes to the District, and the proposed assessments for Fiscal Year 2021/2022. The proposed assessments are based on the estimated cost to maintain improvements that provide special benefit to properties assessed within the District. The various improvements within the District and the costs of those improvements are identified and budgeted separately, including expenditures, deficits, surpluses, revenues, and reserves. The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor Parcel Number (“APN”) by the Riverside County Assessor’s Office. The Riverside County Auditor/Controller uses Assessor Parcel Numbers and specific fund numbers on the tax roll to identify properties assessed for special district benefit assessments. Each parcel within the District is assessed proportionately for those improvements provided by the District and from which the parcel receives special benefit.

Following consideration of public comments, written protests at a noticed public hearing and review of the Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the City Council may order the levy and collection of assessments for Fiscal Year 2021/2022 pursuant to the 1972 Act. In such case, the assessment information will be submitted to the Riverside County Auditor/Controller and included on the property tax roll for each benefiting parcel for Fiscal Year 2021/2022.

B. COMPLIANCE WITH CURRENT LEGISLATION

The District was formed in 1989 pursuant to the 1972 Act. As such, the City has determined that pursuant to California Constitution Article XIII D Section 5 Subsection A the existing assessments are exempt from the substantive and procedural requirements of Proposition 218. Any new or increased assessments above the maximum assessment rates previously approved and levied by the City Council would be subject to both the substantive and procedural requirements of the Proposition.

C. HISTORICAL BACKGROUND AND LEGISLATION

The assessments for the District provide a special benefit to the parcels assessed, and the City utilizes General Fund Revenues to fund improvements and services that are considered general benefit.

This District was formed pursuant to the 1972 Act, which permits the establishment of assessment districts by cities for the purpose of providing for the maintenance of certain public improvements, which include the facilities existing within the District, as those improvements provide a special benefit to parcels.

The City Council reviews the current and projected years' costs for the construction, operation, maintenance, and servicing of the District facilities and sets the assessment for the ensuing fiscal year, which runs between July 1 and June 30.

II. DESCRIPTION OF THE DISTRICT

A. DISTRICT BOUNDARIES AND SPECIFIC AREAS OF IMPROVEMENT

The boundaries of the District are coterminous with the boundaries of the City. The Diagram of the District showing the exterior boundaries has been submitted to the City Clerk at the City and is included by reference.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.

- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the Riverside County (the "County") for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. IMPROVEMENTS WITHIN THE DISTRICT

The District improvements are the operation, servicing and maintenance of landscaping, lighting and appurtenant facilities, including, but not limited to, personnel, electrical energy, water, materials, contracting services, and other items necessary for the satisfactory operation of these services described as follows:

- **Landscaping and Appurtenant Facilities** include, but are not limited to, landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance and appurtenant facilities, located within the public street rights-of-way, medians, trails, and dedicated street, drainage or sidewalk easements within the boundary of the District.
- **Lighting and Appurtenant Facilities** include, but are not limited to, poles, fixtures, bulbs, conduits, equipment including guys, anchors, posts and pedestals, metering devices, controllers and appurtenant facilities as required to provide safety lighting and traffic signals within public street rights-of-way and easements within the boundaries of the District.
- **Maintenance** is defined as the furnishing of services and materials for the operation and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of landscaping, public lighting facilities, or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste.
- **Servicing** is defined as the furnishing of water for the irrigation of the landscaping and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Engineer and are by reference made a part of this Report.

III. METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements that include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in this District therefore reflects the composition of the parcels, and the improvements and services provided, to apportion the costs based on benefit to each parcel.

B. BENEFIT ANALYSIS

Properties within the District boundary are found to derive a special benefit from the improvements provided by the District. These properties include single family residential, non-residential, vacant residential and non-residential, golf courses, agricultural and hillside conservation properties, vacant and remote non-residential and rural and estate residential properties.

Special Benefits

The method of apportionment (method of assessment) is based on the premise that each assessed parcel receives special benefit from the improvements maintained and funded by the assessments, specifically, landscaping and lighting improvements installed in connection with the development of these parcels. The desirability of properties within the District is enhanced by the presence of well-maintained landscaping and lighting improvements in close proximity to those properties.

The annual assessments outlined in this Report are based on the estimated costs to provide necessary services, operation, administration, and maintenance required to ensure the satisfactory condition and quality of each improvement.

The special benefits associated with the landscaping improvements are specifically:

- Enhanced desirability of properties through association with the

improvements.

- Improved aesthetic appeal of properties within the District providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods, specifically:

- Enhanced deterrence of crime – an aid to police protection.
- Increased nighttime safety on roads and highways.
- Improved visibility of pedestrians and motorists.
- Improved ingress and egress to and from property.
- Reduced vandalism, damage to improvements or property, and other criminal acts.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

The preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

C. METHODOLOGY

Pursuant to the 1972 Act, the costs of the District may be apportioned by any formula or method that distributes the net amount to be assessed among the assessable parcels in proportion to the estimated special benefits to be received by each such parcel from the improvements. The special benefit formula used within the District should reflect the composition of the parcels - and the

improvements and services provided therein - to apportion the costs based on estimated special benefit to each parcel.

The cost to provide maintenance and service of the improvements within the District shall be equitably distributed among each assessable parcel based on the estimated special benefit received by each parcel.

Equivalent Benefit Units

To equitably spread special benefit to each parcel, it is necessary to establish a relationship between the various types of properties within the District and the improvements that benefit those properties. Each parcel within the District is assigned an Equivalent Benefit Unit (“EBU”) factor that reflects its land use, size and development, or development potential. Parcels that receive special benefit from the various District improvements are proportionately assessed for the cost of those improvements based on their calculated EBU. The EBU method assessment for this District uses the Single-Family Residential parcel as the basic unit of assessment. A Single Family Residential (“SFR”) parcel equals one EBU. Every other land-use is assigned an EBU factor based on an assessment formula that equates the property’s specific land-use and relative special benefits compared to the Single-Family Residential parcel.

The EBU method of apportioning special benefits is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefits to each parcel from the improvements are apportioned as a function of land use type, size, and development. The following table provides a listing of land use types, the EBU factors applied to that land use and the multiplying factor used to calculate each parcel’s individual EBU for each improvement provided in the District.

During the formation of the District, a methodology was developed to calculate the EBUs for other residential and non-residential land use parcels, which are outlined below for reference. Every land use is assigned EBUs based on the assessment formula approved for the District. Parcels which have been determined to receive greater benefit than the SFR parcel are assigned more than 1 EBU and parcels that are determined to receive lesser benefit than SFR parcels are assigned less than 1 EBU as reflected in the Assessment Methodology.

Land Use	EBU Factor
Exempt Parcels	0.0
Single Family Residential Parcels	1.0 per unit
Multi-Family Residential Parcels	0.5 per unit
Non-Residential Parcels	5.0 per acre; 1.0 minimum
Vacant Residential Parcels	0.33 per unit
Vacant Non-Residential Parcels	1.65 per acre for first 20 acres only
Golf Course Parcels	0.50 per acre; 1.0 minimum
Agricultural Parcels	0.25 per acre; 1.0 minimum
Hillside Conservative Zone Parcels	0.10 per acre
Vacant & Remote Parcels	0.825 per acre for first 20 acres only
Rural/Estate Residential	1.0 + 0.33 per acre in excess 1 acre

Single-Family Residential

The City’s General Plan allows up to one acre of area for subdivided residential lots. The subdivided single-family lot equal to or less than one acre in size is the basic unit for calculation of the benefit assessments. Parcels less than one acre in size zoned for single-family residential use are assessed one (1) EBU.

Multi-Family Residential

Multi-Family Residential parcels are assessed one-half (0.5) EBU per unit.

Non-Residential

The factor used for converting nonresidential is based on the average number of typical single-family residential lots of five per acre. Therefore, non-residential parcels will be assessed five (5) EBUs per acre with a minimum number per parcel of one (1) EBU.

Vacant Residential

Parcels defined as single family residential parcels less than one acre and having no structure will be assessed 33 percent (33%) of a single-family dwelling, or 0.33 EBU per parcel.

Vacant Non-Residential

Parcels not considered single family residential parcels less than one acre, and having no structure will be assessed based on acreage. The typical development in La Quinta occurs in increments of twenty (20) acres or less. The first twenty (20) acres of a Vacant Non-Residential parcel will be assessed at a rate of 33 percent (33%) of developed nonresidential properties, or 1.65 EBU per acre or any portion of an acre. The minimum number of EBUs per parcel is one (1) EBU. Any parcel of land greater than twenty (20) acres is considered open space and exempt from assessment until such time as parcel subdivision or development occurs.

Golf Courses

Properties identified as golf courses will be assessed a rate of 10 percent (10%) of the developed nonresidential properties, or 0.50 EBU per acre or any portion of an acre. The minimum number per parcel is one (1) EBU.

Agricultural

Properties identified as agricultural will be assessed a rate of 5 percent (5%) of developed nonresidential properties, or 0.25 EBU per acre or any portion of an acre. The minimum number per parcel is one (1) EBU.

Hillside Conservation

Parcels located in areas zoned Hillside Conservation per the City's Official Zoning Map will be assessed on the basis of allowable development within the Hillside Conservation Zone. The parcel will be assessed as one dwelling unit per ten (10) acres or 0.10 EBU per acre or any portion of an acre.

Vacant and Remote Non-Residential Parcels (Annexation No. 9)

Parcels not considered single family residential parcels less than one (1) acre and do not contain structures, will be assessed based on acreage. The City defines Vacant and Remote Non-Residential as parcels physically separated from City services and not readily able to develop due to difficult access and utility limitations. The land values are typically one half the value of other Vacant Non-Residential parcels because of the high cost of constructing appropriate access and utility infrastructures necessary. The Vacant and Remote Non-Residential parcels are assessed a rate of 0.825 EBUs per acre or portion thereof, for the first twenty (20) acres, with a minimum of one (1) EBU per parcel.

Rural/Estate Residential

Parcels of one acre or more in size, but having only one residential unit are identified as Rural/Estate Residential. These parcels will be assessed a rate of one (1) EBU for the first acre and 0.33 EBUs for each additional acre or portion of an acre.

Exempt Property

Publicly owned property and utility rights-of-way are exempt from assessment, as well as parcels of land shown on the County Assessor's records as Vacant Desert Land, Vacant Mountain Land, Agricultural Preserve and Public Utility owned land.

This Report does not propose an increase in the District's assessment rates for Fiscal Year 2021/2022 over or above the maximum rate established. The proposed rate per EBU for Fiscal Year 2021/2022 is the same rate assessed for Fiscal Year 2020/2021. The base assessment rate to be approved for Fiscal Year 2021/2022 is \$35.60.

The maximum assessment rate per EBU may not increase without a vote of the property owners in the District. Therefore, the assessment is proposed to remain at the maximum amount of \$35.60 per EBU. This equates to total projected assessment revenue of \$981,712.

The City proposes the remaining \$3,617,288 be funded through a General Fund contribution of \$3,467,288 and \$150,000 of revenue from CSA 152.

IV. DISTRICT BUDGETS

A. DESCRIPTION OF BUDGET ITEMS

The 1972 Act requires that a special fund be established and maintained for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purposes as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. The following describes the services and costs that are funded through the District, shown in the District Budgets.

District Costs

Personnel – Reflects relevant City Staff salaries, wages and benefits, and also includes Worker’s Compensation Insurance, Stand-By, and Overtime Labor.

Contract Services – Includes contracted labor, such as the Riverside County Tax Roll Administration Fees, maintenance and repair of traffic signals, tree trimming, and security service.

Rental Services – Reflects funds used for the purpose of uniform rental.

Vehicle Operations – Includes the maintenance of fleet vehicles.

Utilities – Includes the electric, telephone, and water services.

Travel Training & Meetings – Reflects the funds used for the purposes of training and meetings.

Information Technology – Includes computers, printers, and other related items and services.

Operating Supplies – This item includes plant replacement, safety gear, field materials, and the materials used for the purposes of removing graffiti.

Small Tools/Equipment – Includes non-capital small tools and equipment.

District Administration – The cost for providing the coordination of District services and operations, response to public concerns and education, as well as procedures associated with the levy and collection of assessments. This item also includes the costs of contracting with professionals to provide any additional administrative, legal or engineering services specific to the District including any required notices, mailings or property owner protest ballot proceedings.

B. 2021/2022 DISTRICT BUDGET

For the purpose of estimating costs for the maintenance and servicing, actual costs are used where possible. However, where the improvements are new, or where actual maintenance experience is lacking, cost estimates will be used to determine costs. The Budget of estimated cost of operation, servicing, and maintenance for Fiscal Year 2021/2022 is summarized on the next page in Table 1.

Table 1

Category	Description	Estimated Expenditures	Funding	
		Fiscal Year 2021/2022	L & L Assessments	General Fund–Parks
Personnel	Salaries-Permanent Full Time	\$410,500	\$180,000	\$230,500
	Other Benefits & Deductions	188,900	85,800	103,100
	Stand By	0	0	0
	Stand By Overtime	0	0	0
	Overtime	0	0	0
	Total Personnel	\$599,400	\$265,800	\$333,600
Contract Services	Annual Lighting & Landscape Report	\$0	\$0	\$0
	Civic Center Campus Lake Maintenance	31,500	0	31,500
	Lighting Contract Services	70,000	70,000	0
	Financial Services Admin. Fee	0	0	0
	Citywide Maintenance Contract	1,386,900	783,300	603,600
	Undeveloped Parks PM10 Services	0	0	0
	Maintenance & Repair	435,000	100,000	335,000
	CVWD Lease-Pioneer Dog Park	0	0	0
	Tree Trimming	18,000	8,000	10,000
	Janitorial Services	0	0	0
	Security Service - Corporation Yard	0	0	0
	Fritz Burns Park	60,000	0	60,000
	Lighting Service	1,000	0	1,000
	SilverRock Way Landscaping	95,000	65,000	30,000
	Total Contract Services	\$2,097,400	\$1,026,300	\$1,071,100
Rental Services	Uniforms	\$3,500	\$1,000	\$2,500
	Total Rental Services	\$3,500	\$1,000	\$2,500
Park Equipment Vehicle Operations	Facilities Charges	\$0	\$0	\$0
	Fleet Maintenance	102,200	34,100	68,100
	Facility & Equipment Depreciation	200,000	0	200,000
	Total Operations	\$302,200	\$34,100	\$268,100
Utilities	Gas	\$15,000	\$0	\$15,000
	Electric	298,900	110,000	188,900
	Phone	\$1,000	\$0	\$1,000
	Water	447,600	200,000	247,600
	Total Utilities	\$762,500	\$310,000	\$452,500
Travel Training & Meetings		\$3,500	\$500	\$3,000
	Total Travel Training & Meetings	\$3,500	\$500	\$3,000
Information Technology	Computers Printers and Services	\$124,000	\$57,200	\$66,800
	Total Information Technology	\$124,000	\$57,200	\$66,800
Operating Supplies	Plant Replacement	\$640,000	\$500,000	\$140,000
	Graffiti Removal	25,000	10,000	15,000
	Safety Gear	3,000	2,000	1,000
	Field Materials	18,000	15,000	3,000
	Total Operating Supplies	\$686,000	\$527,000	\$159,000
Small Tools / Equipment	Non-Capital	\$4,500	\$2,500	\$2,000
	Total Small Tools/Equipment	\$4,500	\$2,500	\$2,000
Total Landscape & Lighting Budget		\$4,583,000	\$2,224,400	\$2,358,600
District Administration	Public Works Administration	\$0	\$0	\$0
	Citywide Administration	16,000	16,000	0
	Total District Administration	\$16,000	\$16,000	\$0
Total Landscape & Lighting Expenditures		\$4,599,000	\$2,240,400	\$2,358,600
	Less CSA 152 Revenue	(\$150,000)	(\$150,000)	\$0
	Less General Fund Contribution	(3,467,288)	(1,108,688)	(2,358,600)
	Balance to Levy	\$981,712	\$981,712	
	Total EBU	27,576.74		
	Levy Per EBU	\$35.60		



Fiscal Year 2021/2022 Budget

The following information was obtained from the Riverside County Assessor's Secured Roll, Assessor's Parcel Maps, and the City's Planning Department. The land use categories were developed to classify the different land use types in the City.

Table 2

Land Use	FY 2021/2022 Parcel Count	County Acres	Prior Year EBU	Prior Year Levy	FY 2021/2022 EBU	FY 2021/2022 Levy ⁽¹⁾
Agricultural	17	371.44	93.22	\$3,318.60	93.22	\$3,318.60
Exempt	51	104.69	0.00	0.00	0.00	0.00
Golf Course	283	3,499.18	1,805.62	64,278.22	1,805.62	64,278.22
Hillside Conservation	12	319.03	31.90	1,135.62	31.90	1,135.62
Multi-Family Residential	34	94.93	635.00	22,606.00	635.00	22,606.00
Non-Residential	272	576.61	2,902.60	103,332.56	2,902.70	103,336.12
Rural/ Estate	51	106.18	86.04	3,062.58	86.04	3,062.58
Vacant/ Remote	13	144.48	119.20	4,243.30	119.20	4,243.30
Single Family Residential	20,700	3,743.60	20,700.00	736,920.00	20,700.00	736,920.00
Vacant Residential	1,931	1,048.76	639.87	22,763.92	639.87	22,763.92
Vacant Non-Residential	201	558.40	563.20	20,047.98	563.20	20,047.98
Total	23,565	10,567.30	27,576.64	\$981,708.78	27,576.74	\$981,712.34

(1) The difference in the "Balance to Levy" amount in Table 1 and the total FY 2021/2022 Levy amount in Table 2 is a rounding difference due to the Riverside County even penny requirement for each charged parcel.

Actuals will be based on the final County Secured Roll for Fiscal Year 2021/2022. Differences are generally due to changes in County Land Use Classifications or Assessor's Parcel Number changes.

APPENDIX A – DISTRICT ASSESSMENT DIAGRAM

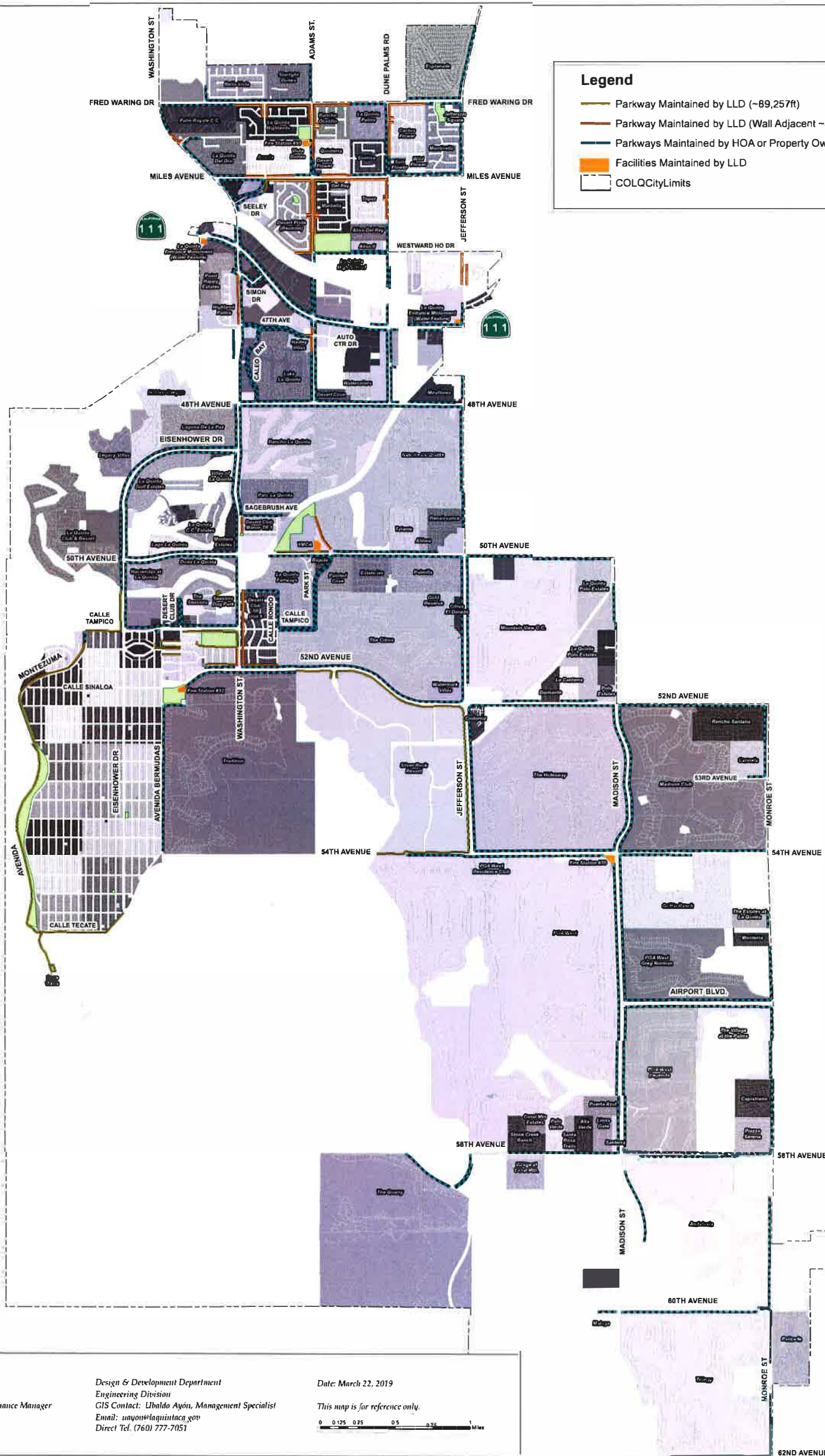
The Boundary Diagrams for the original districts have previously been submitted to the Clerk of the City in the format required under the 1972 Act and are made part of this Report by reference.

The parcel identification, lines and dimensions of each parcel within the District are those lines and dimensions shown on the Assessor's Maps of Riverside County for the year in which this Report was prepared and is incorporated by reference and made part of this Report.

The attached Landscape Maintenance Map displays the landscape maintenance areas within the City.



La Quinta Landscape Maintenance Map



Legend

- Parkway Maintained by LLD (~89,257ft)
- Parkway Maintained by LLD (Wall Adjacent ~36,005ft)
- Parkways Maintained by HOA or Property Owners
- Facilities Maintained by LLD
- COLQCityLimits

<p>Facilities Department Maintenance Division Contact: James Lindsey, Maintenance Manager Email: jlindsey@laquintaca.gov Direct Tel (760) 777-7052</p>	<p>Design & Development Department Engineering Division GIS Contact: Ubaldo Ayón, Management Specialist Email: uayon@laquintaca.gov Direct Tel. (760) 777-7051</p>	<p>Date: March 22, 2019 This map is for reference only. 0 0.125 0.25 0.5 1 Miles</p>
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APPENDIX B – 2021/2022 COLLECTION ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Riverside County Assessor's Parcel Maps and/or the Riverside County Secured Tax Roll for the year in which this Report is prepared.

Non-assessable lots or parcels may include government owned land, public utility owned property, land principally encumbered with public right-of-ways or easements and dedicated common areas. These parcels will not be assessed.

A listing of parcels within the District, along with the proposed assessment amounts, has been submitted to the City Clerk and, by reference, is made part of this Report.

Upon approval of the Report and confirmation of the assessments, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll in Fiscal Year 2021/2022. If the parcels or APNs within the District and referenced in this Report, are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of the Report, the new parcel or APNs with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or APNs will be based on the method of apportionment and levy amount approved in this Report by the City Council.

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City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION GRANTING CONDITIONAL APPROVAL OF FINAL TRACT MAP NO. 37359 AND ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENTS FOR THE CENTRE, A COMMERCIAL AND CONDOMINIUM DEVELOPMENT LOCATED IN THE SOUTHWEST CORNER OF AUTO CENTRE DRIVE AND LA QUINTA DRIVE

RECOMMENDATION

Adopt a resolution granting conditional approval of the Final Tract Map and Subdivision Improvement Agreements associated with Tract Map No. 37359, the Centre, and authorize the City Manager to execute said agreements.

EXECUTIVE SUMMARY

- SLF-Adams Street La Quinta, LLC (Developer) requests conditional approval of Final Tract Map No. 37359.
- This is a ministerial action that occurs when the conditions of approval have been met or secured through agreements. Obtaining signatures on the final map and submitting securities for the Subdivision Improvement Agreements (SIAs) are the outstanding items. The Developer has 30 days to complete these items.

FISCAL IMPACT - None

BACKGROUND/ANALYSIS

Final Tract Map 37359 is located in the southwest corner of Auto Centre Drive and La Quinta Drive (Attachment 1). The Final Tract Map creates a 2.8 acres commercial lot on the northern end and a 19.3 acres condominium project consisting of 131 detached condominiums. A previous developer has rough graded the site. No other off-site and on-site improvements have been constructed.

Tentative Tract Map 37359 was approved by the City Council at a duly noticed public hearing held on July 3, 2018. The Final Tract Map (Attachment 2) has passed technical review by the City Surveyor. The Developer has signed the SIAs (Attachment 3). The Developer seeks conditional approval of the Final

Tract Map. Thereafter, the Developer has 30 days to obtain all necessary signatures on the map and submit performance, and labor and materials securities. If the Developer fails to obtain all necessary signatures and submit the securities 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 37359
3. Subdivision Improvement Agreements

RESOLUTION NO. 2021 - XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, GRANTING CONDITIONAL APPROVAL OF FINAL TRACT MAP AND SUBDIVISION IMPROVEMENT AGREEMENTS ASSOCIATED WITH TRACT MAP NO. 37359 AND AUTHORIZING A TIME EXTENSION FOR SATISFACTORY COMPLETION OF THE CONDITIONAL REQUIREMENTS TO VALIDATE THE APPROVAL

WHEREAS, Tentative Tract Map No. 37359 was approved by City Council at a duly noticed public hearing held on July 3, 2018, 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 37359 is conditionally approved provided the subdivider submits all required item(s) on or before July 1, 2021.

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.
- B. Submit performance and labor & materials securities for Subdivision Improvement Agreements.

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 July 1, 2021. 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 1st day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2021-XXX
Conditional Approval of Tract Map No. 37359
Adopted: June 1, 2021
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

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Source: ESRI Imagery



Vicinity Map

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

SHEET 1 OF 5 SHEETS

TRACT NO. 37359

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3, INCLUSIVE, AND PARCEL A, OF PARCEL MAP NO. 37193, AS PER MAP RECORDED IN BOOK 243, PAGES 38 THROUGH 39, INCLUSIVE, OF PARCEL MAPS, OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING JANUARY, 2021 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 SUBDIVISION 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 SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

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

WE HEREBY DEDICATE TO THE CITY OF LA QUINTA AN EASEMENT FOR PUBLIC UTILITIES AND FOR INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES OVER THOSE AREAS DESIGNATED AS LOT A, AS SHOWN HEREON AS "PRIVATE STREET". THESE AREAS ARE RETAINED AS PRIVATE STREETS, AND FOR DRAINAGE PURPOSES FOR OURSELVES, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT.

WE HEREBY DEDICATE TO THE CITY OF LA QUINTA, LOT B (AUTO CENTRE WAY SOUTH), FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF LA QUINTA AN EASEMENT FOR PUBLIC UTILITY PURPOSES OVER THOSE AREAS SHOWN HEREON AS (PUE), AND LABELED AS [2], TOGETHER WITH THOSE AREAS DESIGNATED AS PRIVATE ACCESS EASEMENT, AS SHOWN HEREON, ALSO LABELED AS [4], THESE AREAS WITHIN LOT 1 ARE RETAINED FOR OURSELVES, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT.

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

DOMESTIC WATER AND SANITATION EASEMENT OVER LOT A, DESIGNATED AS "PRIVATE STREET", LOT B, (AUTO CENTRE WAY SOUTH), PUBLIC STREET, TOGETHER WITH THE VARIABLE WIDTH PUBLIC UTILITY EASEMENTS (PUE), AS SHOWN HEREON, AND LABELED AS [3].

THE DEDICATION IS FOR DOMESTIC WATER AND SANITATION PURPOSES IN FAVOR OF COACHELLA VALLEY WATER DISTRICT. THE EASEMENTS SO DEDICATED INCLUDE THE RIGHT TO ENTER UPON SAID LANDS, TO SURVEY, CONSTRUCT, RECONSTRUCT, LAY, RELAY, MAINTAIN, OPERATE, CONTROL, USE AND REMOVE PIPELINES, FIXTURES AND APPURTENANCES AND TO REMOVE OBJECTS INTERFERING WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE THEREOF. COACHELLA VALLEY WATER DISTRICT WILL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS WITHIN SAID EASEMENT(S) IN THE EVENT THAT OPERATION AND MAINTENANCE ACTIVITIES RESULT IN DAMAGE OR REMOVAL OF SAID IMPROVEMENTS.

WE HEREBY OFFER FOR DEDICATION TO THE IMPERIAL IRRIGATION DISTRICT, AN EASEMENT OVER LOT A, DESIGNATED AS "PRIVATE STREET" AND LOT B (AUTO CENTRE WAY SOUTH), PUBLIC STREET, AND OVER THE PUBLIC UTILITY EASEMENTS (PUE) AND PRIVATE ACCESS EASEMENTS, AS SHOWN HEREON, AND LABELED AS [3], FOR THE EXCAVATION, LAYING, CONSTRUCTION, INSTALLATION, MAINTENANCE, OPERATION, INSPECTION, REPAIR, REPLACEMENT AND REMOVAL OF ELECTRICAL LINES, 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.

SLF-ADAMS STREET LA QUINTA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ITS: PRINT NAME TITLE

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 CALIFORNIA)) SS COUNTY OF)

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/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), 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 MY COMMISSION EXPIRES PRINT NAME

BENEFICIARY STATEMENT

GF CAPITAL, A NEVADA CORPORATION, BENEFICIARY UNDER A DEED OF TRUST RECORDED JANUARY 23, 2017 AS INSTRUMENT NO. 2017-0026927, OF OFFICIAL RECORDS.

BY: ITS: PRINT NAME TITLE

BENEFICIARY STATEMENT

SCOTT ALAN LISSOY, TRUSTEE OF THE SC LISSOY FAMILY TRUST DATED JUNE 16, 2017, BENEFICIARY UNDER A DEED OF TRUST RECORDED JANUARY 23, 2017 AS INSTRUMENT NO. 2017-0026928, OF OFFICIAL RECORDS.

BY: ITS: PRINT NAME TITLE

NOTARY ACKNOWLEDGMENTS:

SEE SHEET 2

SIGNATURE OMISSIONS: 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 ORDINANCE AT THE REQUEST OF SLF-ADAMS STREET, IN APRIL, 2018. 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. 12/31/22

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 37359 CONSISTING OF FIVE (5) 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 ANNEXED MAP OF TRACT NO. 37359 CONSISTING OF FIVE (5) SHEETS, THAT THE SUBDIVISION 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. 9/30/22 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 SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE DAY OF 20, APPROVED THE WITHIN MAP OF TRACT MAP NO. 37359; AND ACCEPTED THE DEDICATION OF EASEMENTS FOR PUBLIC UTILITIES AND THE RIGHT TO INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES OVER LOT A, DESIGNATED AS "PRIVATE STREET", LOT B (AUTO CENTRE WAY SOUTH) AND THE OTHER AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS (PUE) AND PRIVATE ACCESS EASEMENTS, SHOWN HEREON AND LABELED AS [2].

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 DEDICATION OF EASEMENTS FOR ELECTRICAL POWER FACILITIES AS OFFERED, HEREIN.

DATED: BY: LAURA CERVANTES, SUPERVISOR REAL ESTATE SECTION

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 DOMESTIC WATER AND SANITATION PURPOSES AS OFFERED HEREON.

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

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 \$.

MATT JENNINGS 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: KECIA HARPER-IHEM CLERK OF THE BOARD OF SUPERVISORS CASH TAX BOND MATT JENNINGS COUNTY TAX COLLECTOR

BY: DEPUTY BY: DEPUTY

TRACT NO. 37359

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3, INCLUSIVE, AND PARCEL A, OF PARCEL MAP NO. 37193, AS PER MAP RECORDED IN BOOK 243, PAGES 38 THROUGH 39, INCLUSIVE, OF PARCEL MAPS, OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING JANUARY, 2021 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.

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 CALIFORNIA)
 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/HEY 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 _____

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 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/HEY 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 _____

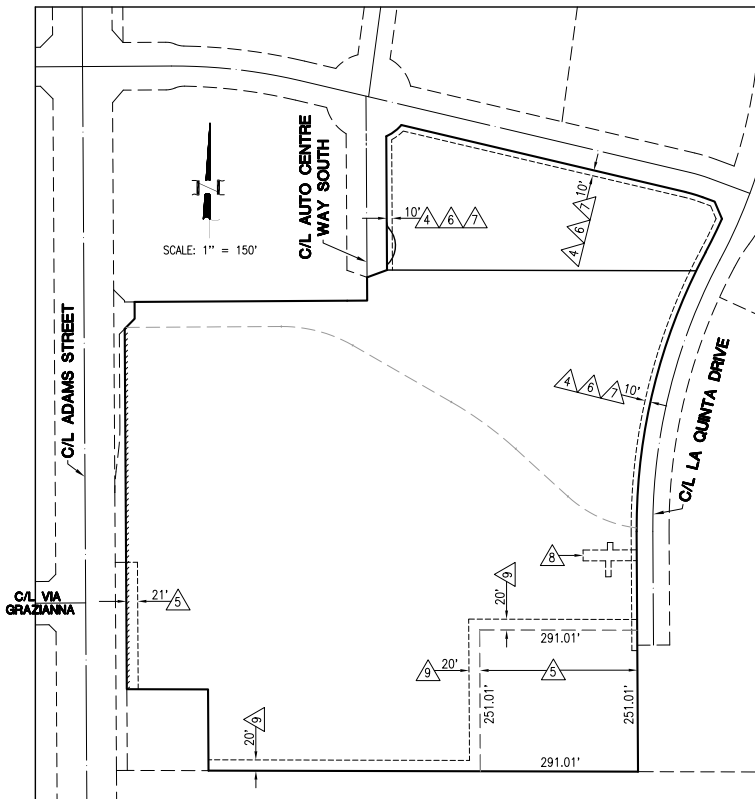
SIGNATURE OMISSIONS

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

WALMART REAL ESTATE BUSINESS TRUST, A DELAWARE BUSINESS TRUST, HOLDER OF AN EASEMENT FOR INGRESS, EGRESS AND DRAINAGE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 12, 2002 AS INSTRUMENT NO. 2002-507493 OF OFFICIAL RECORDS.

EASEMENT NOTES:

- 1 A RIGHT OF WAY AND EASEMENT OF THE COACHELLA VALLEY WATER DISTRICT, IN FAVOR OF THE PUBLIC FOR ALL PUBLIC ROADS AND RIGHTS OF WAY HERE-TOFORE DEDICATED, ACQUIRED, RESERVED OR ACCEPTED FOR PUBLIC USE, AND ALSO ANY AND ALL PRIVATE EASEMENTS AND RIGHTS OF WAY FOR ROADS, PIPELINES, DITCHES AND CONDUITS ON, OVER, UNDER AND ACROSS THE HEREIN DESCRIBED PROPERTY, EXISTING FOR THE PURPOSE OF INGRESS AND EGRESS FROM OTHER LANDS BY MEANS OF SUCH ROADS AND FOR THE PURPOSE OF CONVEYING IRRIGATING AND DOMESTIC WATER TO SUCH OTHER LANDS BY MEANS OF SUCH PIPELINES, DITCHES AND CONDUITS. (SAID EASEMENT IS BLANKET IN NATURE)
- 2 AN EASEMENT IN FAVOR OF WALMART REAL ESTATE BUSINESS TRUST, A DELAWARE BUSINESS TRUST FOR INGRESS, EGRESS AND DRAINAGE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 12, 2002 AS INSTRUMENT NO. 2002-507493 OF OFFICIAL RECORDS. (SAID EASEMENT IS BLANKET IN NATURE)
- 3 COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIENS, CHARGES, TERMS AND PROVISIONS IN THE DOCUMENT RECORDED SEPTEMBER 12, 2002 AS INSTRUMENT NO. 2002-507494 OF OFFICIAL RECORDS, DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED AUGUST 30, 2005 AS INSTRUMENT NO. 2005-0714038 OF OFFICIAL RECORDS, THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "CONSENT AGREEMENT" RECORDED JANUARY 13, 2011 AS INSTRUMENT NO. 2011-0018405 OF OFFICIAL RECORDS. (SAID EASEMENT IS BLANKET IN NATURE)



- 4 AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP NO. 34855 RECORDED DECEMBER 26, 2007 AND ON FILE IN BOOK 223, PAGE 96 THROUGH 98, OF PARCEL MAPS.
- 5 AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES SHOWN OR DEDICATED ON THE MAP OF PARCEL MAP NO. 36058-R RECORDED JANUARY 9, 2009 AND ON FILE IN BOOK 227, PAGE 92 AND 93, OF PARCEL MAPS.
- 6 AN EASEMENT IN FAVOR OF IMPERIAL IRRIGATION DISTRICT FOR ELECTRICAL DISTRIBUTION AND INCIDENTAL PURPOSES DEDICATED ON THE MAP OF PARCEL MAP NO. 37193, RECORDED AUGUST 4, 2017 AND ON FILE IN BOOK 243, PAGES 38 AND 39, OF PARCEL MAPS.
- 7 AN EASEMENT IN FAVOR OF COACHELLA VALLEY WATER DISTRICT FOR DOMESTIC WATER AND SANITATION PURPOSES DEDICATED ON THE MAP OF PARCEL MAP NO. 37193, RECORDED AUGUST 4, 2017 AND ON FILE IN BOOK 243, PAGES 38 AND 39, OF PARCEL MAPS.
- 8 AN EASEMENT IN FAVOR OF COACHELLA VALLEY WATER DISTRICT FOR DOMESTIC WATER PURPOSES DEDICATED ON THE MAP OF PARCEL MAP NO. 37193, RECORDED AUGUST 4, 2017 AND ON FILE IN BOOK 243, PAGES 38 AND 39, OF PARCEL MAPS, TO BE QUITCLAIMED AFTER MAP RECORDEATION, BY SEPARATE DOCUMENT
- 9 AN EASEMENT IN FAVOR OF COACHELLA VALLEY WATER DISTRICT FOR ACCESS PURPOSES DEDICATED ON THE MAP OF PARCEL MAP NO. 37193, RECORDED AUGUST 4, 2017 AND ON FILE IN BOOK 243, PAGES 38 AND 39, OF PARCEL MAPS, TO BE QUITCLAIMED AFTER MAP RECORDEATION BY SEPARATE DOCUMENT.
- 1 INDICATES VARIABLE WIDTH EASEMENT DEDICATED TO THE CITY OF LA QUINTA FOR PUBLIC UTILITY PURPOSES AND FOR INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES.
- 2 INDICATES VARIABLE WIDTH EASEMENT DEDICATED TO COACHELLA VALLEY WATER DISTRICT FOR DOMESTIC WATER AND SANITATION PURPOSES SHOWN HEREON.
- 3 INDICATES VARIABLE WIDTH EASEMENT DEDICATED TO IMPERIAL IRRIGATION DISTRICT FOR PUBLIC UTILITY PURPOSES.
- 4 INDICATES VARIABLE WIDTH EASEMENT DEDICATED TO THE CITY OF LA QUINTA FOR PUBLIC UTILITY PURPOSES AND FOR INGRESS AND EGRESS OF SERVICE AND EMERGENCY VEHICLES.
- 5 INDICATES VARIABLE WIDTH EASEMENT DEDICATED TO COACHELLA VALLEY WATER DISTRICT FOR DOMESTIC WATER AND SANITATION PURPOSES SHOWN HEREON.
- 6 INDICATES VARIABLE WIDTH EASEMENT DEDICATED TO IMPERIAL IRRIGATION DISTRICT FOR PUBLIC UTILITY PURPOSES.

NOTES: SEE SHEETS 4 AND 5 FOR PLOTTING OF EASEMENTS [1] TO [6].
 PAE DENOTES PRIVATE ACCESS EASEMENT, RESERVED HEREON.

TRACT NO. 37359

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3, INCLUSIVE, AND PARCEL A, OF PARCEL MAP NO. 37193, AS PER MAP RECORDED IN BOOK 243, PAGES 38 THROUGH 39, INCLUSIVE, OF PARCEL MAPS, OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING JANUARY, 2021 DARYL J. CHRISTIAN L.S. 8554

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF ADAMS STREET AS SHOWN ON PARCEL MAP NO. 37193, FILED IN BOOK 243, PAGES 38 AND 39 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 00°20'08" WEST.

EASEMENT NOTES:

SEE SHEET 2 FOR EASEMENT NOTES AND PLOTTED EASEMENTS.

SURVEYOR'S NOTES

- - INDICATES FOUND 1" I.P. W/TAG "L.S. 8756", FLUSH, PER PMB 243/38-39, UNLESS OTHERWISE NOTED.
- ⊙ - INDICATES FOUND SPIKE & WASHER, "LS 6687", FLUSH, PER PMB 193/85-87 & PMB 243/38-39.
- ▲ - INDICATES FOUND COPPERWELD, STAMPED "LS 6687", FLUSH, PER PMB 202/40-44 & PMB 243/38-39.
- - INDICATES SPIKE & WASHER, STAMPED "L.S." 8554, TO BE SET AT ALL CENTERLINE INTERSECTIONS, B.C.'S, E.C.'S AND ALL OTHER CENTERLINE POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

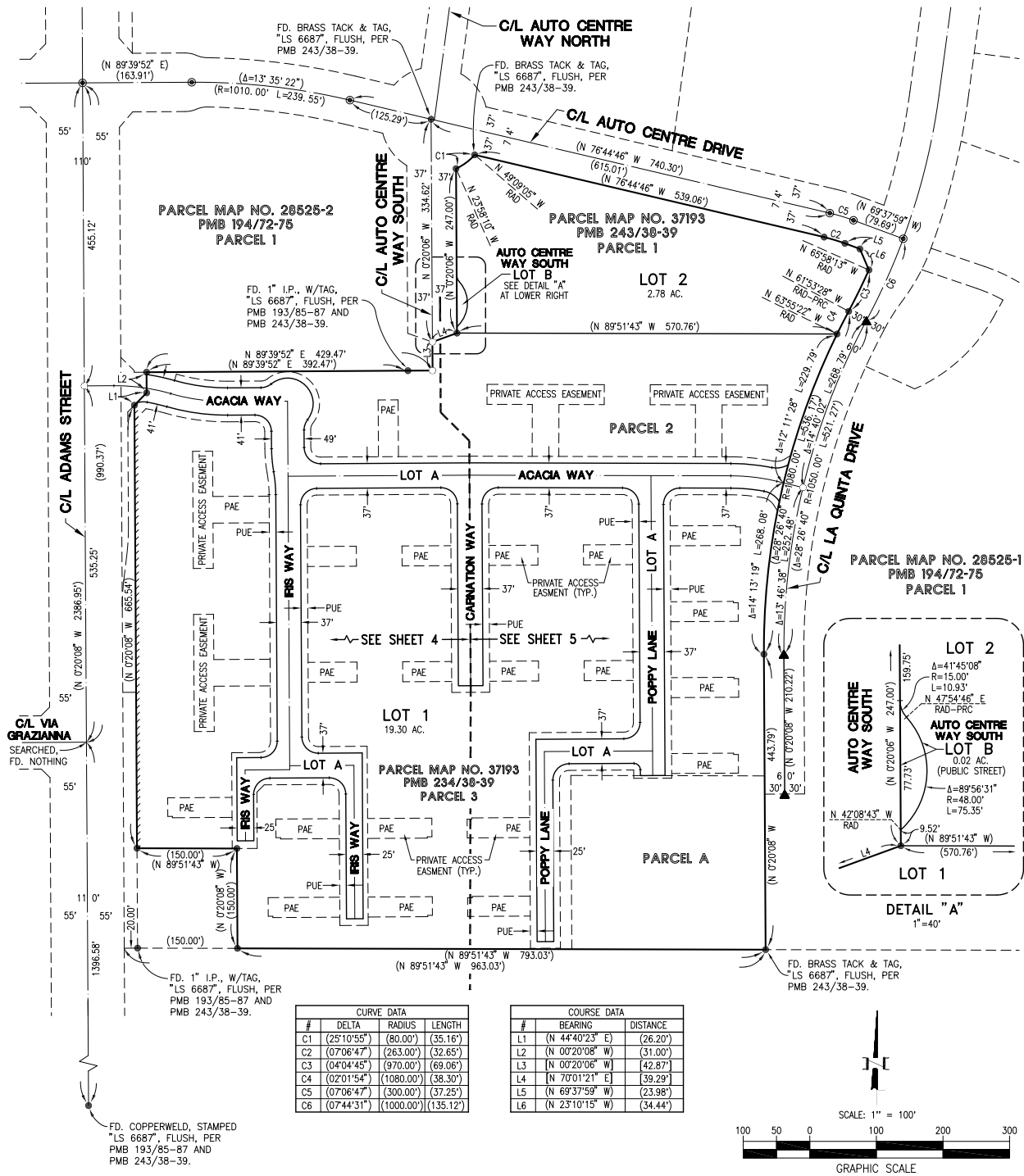
SURVEYOR'S NOTES CONTINUED

- () - INDICATES RECORD BOUNDARY DATA PER PMB 243/38-39, UNLESS OTHERWISE NOTED.
- [] - INDICATES RECORD BOUNDARY DATA PER STREET VACATION, RECORDED MARCH 17, 2021 AS DOCUMENT NO. 2021-0169965.
- ↔ - INDICATES RESTRICTED ACCESS PER PMB 243/38-39.

THIS TRACT MAP CONTAINS 2 NUMBERED LOTS, AND 2 LETTERED LOTS.

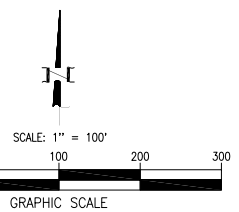
THIS TRACT MAP CONTAINS 22.10 ACRES.

PUE - PUBLIC UTILITY EASEMENT
PAE - PRIVATE ACCESS EASEMENT



#	DELTA	RADIUS	LENGTH
C1	(29°10'55")	(80.00')	(35.16')
C2	(07°06'47")	(263.00')	(32.65')
C3	(04°04'45")	(970.00')	(69.06')
C4	(02°01'54")	(1080.00')	(38.30')
C5	(07°06'47")	(300.00')	(37.25')
C6	(07°44'31")	(1000.00')	(135.12')

#	BEARING	DISTANCE
L1	(N 44°40'23" E)	(26.20')
L2	(N 00°20'08" W)	(31.00')
L3	(N 00°20'06" W)	(42.87')
L4	(N 70°01'21" E)	(39.29')
L5	(N 69°37'59" W)	(23.98')
L6	(N 23°10'15" W)	(34.44')



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

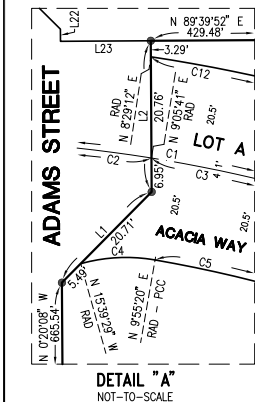
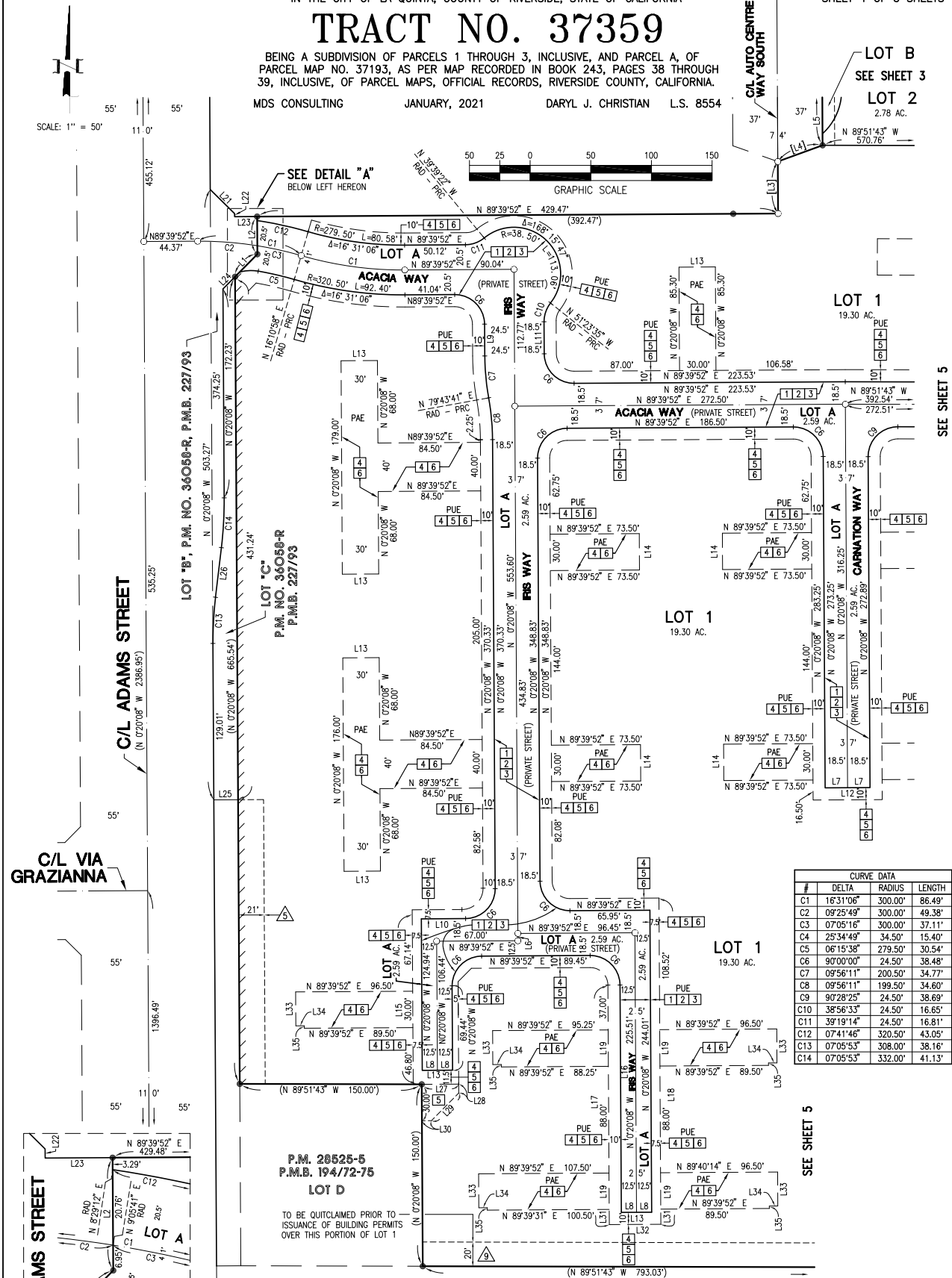
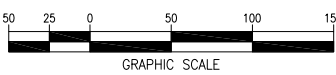
TRACT NO. 37359

BEING A SUBDIVISION OF PARCELS 1 THROUGH 3, INCLUSIVE, AND PARCEL A, OF PARCEL MAP NO. 37193, AS PER MAP RECORDED IN BOOK 243, PAGES 38 THROUGH 39, INCLUSIVE, OF PARCEL MAPS, OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING JANUARY, 2021 DARYL J. CHRISTIAN L.S. 8554

SHEET 4 OF 5 SHEETS

SCALE: 1" = 50'



CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	16°31'06"	300.00'	86.49'
C2	09°25'49"	300.00'	49.38'
C3	07°05'16"	300.00'	37.11'
C4	25°34'49"	34.50'	15.40'
C5	06°15'38"	279.50'	30.54'
C6	90°00'00"	24.50'	38.48'
C7	09°56'11"	200.50'	34.77'
C8	09°56'11"	199.50'	34.60'
C9	90°28'25"	24.50'	38.69'
C10	38°56'33"	24.50'	16.65'
C11	39°19'14"	24.50'	16.81'
C12	07°41'46"	320.50'	43.05'
C13	07°05'53"	308.00'	38.16'
C14	07°05'53"	332.00'	41.13'

COURSE DATA			COURSE DATA			COURSE DATA			COURSE DATA		
#	BEARING	DISTANCE	#	BEARING	DISTANCE	#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N 44°40'23" E	26.20'	L10	N 89°39'52" E	36.50'	L19	N 00°20'08" W	30.00'	L28	N 00°20'08" W	7.33'
L2	N 00°20'08" W	31.00'	L11	N 00°20'08" W	26.44'	L20	N 00°20'08" W	26.07'	L29	N 44°39'52" E	32.05'
L3	N 00°20'06" W	42.87'	L12	N 89°39'52" E	37.00'	L21	N 45°20'08" W	28.28'	L30	N 89°39'52" E	7.84'
L4	N 70°01'21" E	39.28'	L13	N 89°39'52" E	30.00'	L22	N 00°20'08" W	2.50'	L31	N 00°20'08" E	12.50'
L5	N 00°20'06" W	247.00'	L14	N 00°20'08" W	30.00'	L23	N 89°39'52" E	18.53'	L32	N 89°39'52" E	42.50'
L6	N 00°20'08" W	6.00'	L15	N 00°20'08" W	143.94'	L24	N 44°40'23" E	14.14'	L33	N 00°20'08" E	28.00'
L7	N 89°39'52" E	18.50'	L16	N 00°20'08" W	182.51'	L25	N 89°39'52" E	20.00'	L34	N 89°39'52" E	7.00'
L8	N 89°39'52" E	12.50'	L17	N 00°20'08" W	197.50'	L26	N 06°45'45" E	41.23'	L35	N 00°20'08" E	2.00'
L9	N 00°20'08" W	26.25'	L18	N 00°20'08" W	269.00'	L27	N 89°39'52" E	31.50'			

SEE SHEET 5

SEE SHEET 5

TRACT NO. 37359

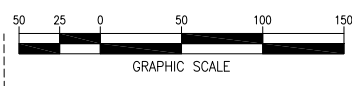
BEING A SUBDIVISION OF PARCELS 1 THROUGH 3, INCLUSIVE, AND PARCEL A, OF PARCEL MAP NO. 37193, AS PER MAP RECORDED IN BOOK 243, PAGES 38 THROUGH 39, INCLUSIVE, OF PARCEL MAPS, OFFICIAL RECORDS, RIVERSIDE COUNTY, CALIFORNIA.

MDS CONSULTING

JANUARY, 2021

DARYL J. CHRISTIAN L.S. 8554

C/L AUTO CENTRE WAY SOUTH

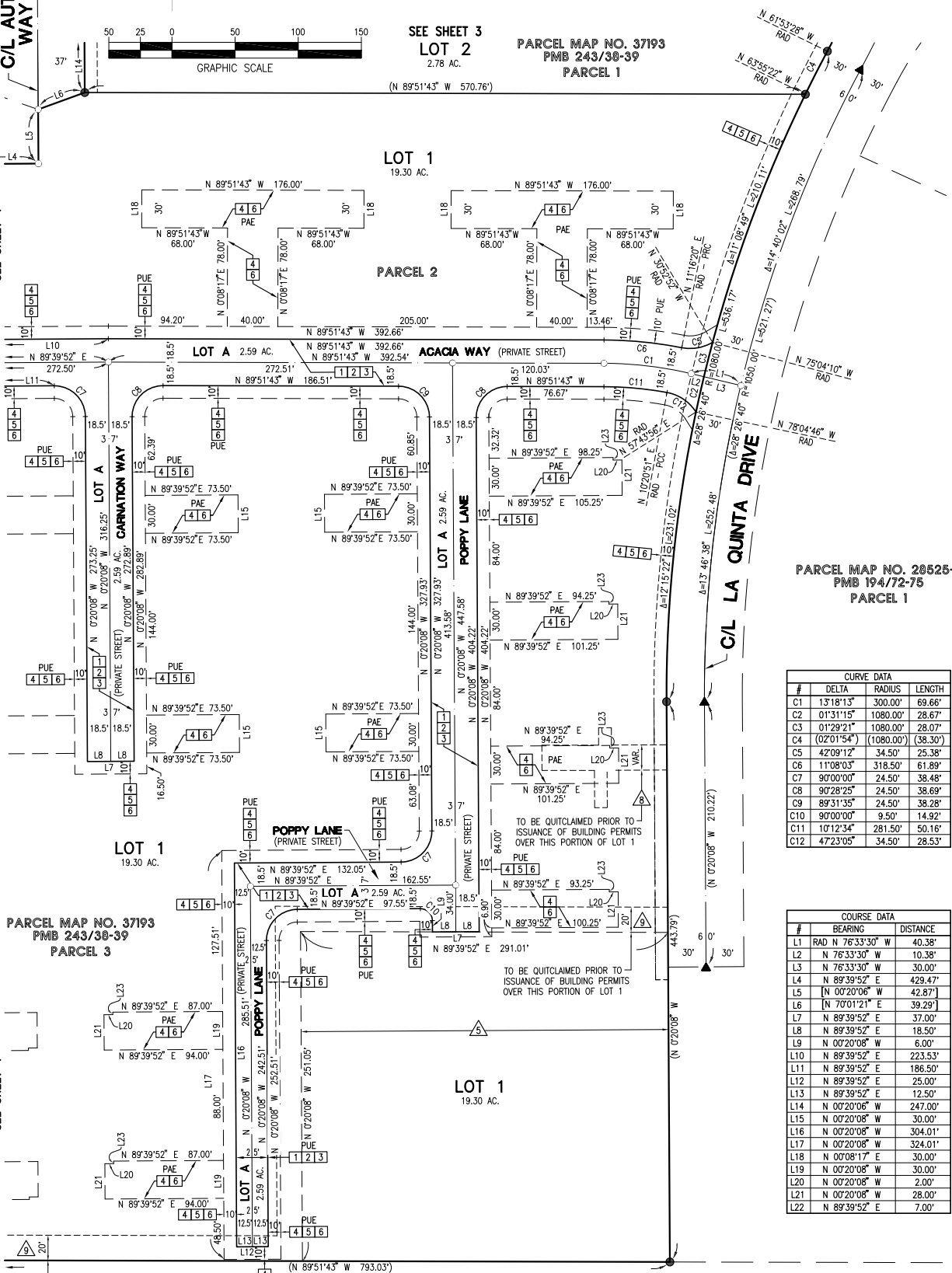


SEE SHEET 3
LOT 2
2.78 AC.

PARCEL MAP NO. 37193
PMB 243/38-39
PARCEL 1

(N 89°51'43" W 570.76')

SEE SHEET 4



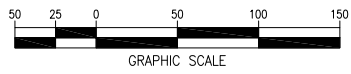
PARCEL MAP NO. 28525-2
PMB 194/72-75
PARCEL 1

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	13°18'13"	300.00'	69.66'
C2	01°31'15"	1080.00'	28.67'
C3	01°29'21"	1080.00'	28.07'
C4	02°01'54"	(1080.00')	(38.30')
C5	42°09'12"	34.50'	25.38'
C6	11°08'03"	318.50'	61.89'
C7	90°00'00"	24.50'	38.48'
C8	90°28'25"	24.50'	38.69'
C9	89°31'35"	24.50'	38.28'
C10	90°00'00"	9.50'	14.92'
C11	10°12'34"	281.50'	50.16'
C12	47°23'05"	34.50'	28.53'

COURSE DATA		
#	BEARING	DISTANCE
L1	RAD N 76°33'30" W	40.38'
L2	N 76°33'30" W	10.38'
L3	N 76°33'30" W	30.00'
L4	N 89°39'52" E	429.47'
L5	[N 00°20'06" W	42.87']
L6	[N 70°01'21" E	39.29']
L7	N 89°39'52" E	37.00'
L8	N 89°39'52" E	18.50'
L9	N 00°20'08" W	6.00'
L10	N 89°39'52" E	223.53'
L11	N 89°39'52" E	186.50'
L12	N 89°39'52" E	25.00'
L13	N 89°39'52" E	12.50'
L14	N 00°20'06" W	247.00'
L15	N 00°20'08" W	30.00'
L16	N 00°20'08" W	304.01'
L17	N 00°20'08" W	324.01'
L18	N 00°08'17" E	30.00'
L19	N 00°20'08" W	30.00'
L20	N 00°20'08" W	2.00'
L21	N 00°20'08" W	28.00'
L22	N 89°39'52" E	7.00'

SEE SHEET 4

TO BE QUITCLAIMED PRIOR TO ISSUANCE OF BUILDING PERMITS OVER THIS PORTION OF LOT 1



[Click Here to Return to Agenda](#)

CITY OF LA QUINTA

SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 37359
ON-SITE IMPROVEMENTS

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between SLF-Adams Street La Quinta, LLC, a Delaware limited liability company, hereinafter referred to as "Subdivider," and the City of La Quinta, a municipal corporation of the State of California, hereinafter referred to as "City."

RECITALS:

- A. Subdivider has prepared and submitted to City for final approval and recordation a final map or Tract map (the "Map") of a unit of land in the City of La Quinta, County of Riverside, which unit of land is known as Tract No. 37359 (the "Tract") pursuant to the provisions of Section 66410, et seq. of the California Government Code (the "Subdivision Map Act"). The Subdivision Map Act and City ordinances and regulations relating to the filing, approval and recordation of subdivision maps are sometimes collectively referred to in this Agreement as the "Subdivision Laws."
- B. A tentative map of the Tract has been approved subject to the Subdivision Laws and to the requirements and conditions contained in City Council Resolution No. 2018-038 (the "Resolution of Approval"). The Resolution of Approval is on file in the office of the City Clerk and is incorporated into this Agreement by reference.
- C. Prior to approval of the Map, Subdivider is required to install or agree to install certain public and private improvements (the "Improvements").
- D. The Improvements have not been installed and accepted at this time.
- E. It is therefore necessary that Subdivider and City enter into an agreement for the installation of the Improvements as provided in Section 66462 of the Subdivision Map Act. In consideration of approval of a final map for the Tract by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed Tract. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Improvement Plans. Prior to submittal of the Map for approval by the City Council, Subdivider shall furnish complete original improvement plans for the construction, installation and completion of the Improvements meeting the requirements of the City Engineer. The Improvement Plans for the Tract shall be maintained on file in the office of the City Engineer and shall be incorporated into this Agreement by reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the City Engineer.
2. Improvements. Subdivider shall construct the Improvements required to be constructed on the Improvement Plans or agreed to be constructed under the Resolution of Approval and this Agreement as more specifically described in Exhibit "A." attached hereto and expressly made a part hereof by this reference, and shall bear the full cost thereof. The methods, standards, specifications, sequence, and scheduling of construction shall be as approved by the City Engineer.
3. Improvement Security. Subdivider shall at all times guarantee Subdivider's performance of this Agreement by furnishing to City, and maintaining, good and sufficient security as required by the Subdivision Laws on forms and in the amounts approved by City for the purposes as follows:
 - A. One class of security to be provided by Subdivider, hereinafter referred to as "performance security," shall assure the faithful performance of this Agreement including construction of the Improvements, payment of Subdivider's fair share of Improvements which have been or will be constructed by others ("Participatory Improvements"), and payment of plan check and permit

fees. The performance security shall also include good and sufficient security in the amount of one hundred percent (100%) of the estimated cost of setting subdivision monuments as stated hereafter in this Agreement ("Monumentation Security"). A second class of security to be provided by Subdivider, hereinafter referred to as "payment security," shall assure the payment of the cost of labor, equipment and materials supplied to construct the Improvements. A third class of security to be provided by Subdivider, hereinafter referred to as "warranty security," shall serve as a guarantee and warranty of the Improvements for a period of one year following the completion and acceptance of the Improvements. Subdivider shall furnish performance and payment security prior to and as a condition precedent to City Council approval of the Map. Subdivider shall provide warranty security after Improvements are complete and prior to acceptance of the Improvements by the City Council. Warranty security shall not be required for Monumentation or Participatory Improvements. However, the City may utilize Monumentation Security for performance of or payment for the work in accordance with the Subdivision Map Act.

As part of the obligation secured by each of the performance security, payment security and warranty security, and in addition to the face amount of each such security, each such security shall include and assure the payment of costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing the obligations thereby secured.

- B. Improvement security shall conform with Section 66499 of the California Government Code and may be one or more of the following:
- 1) A cash deposit with City or a responsible escrow agent or trust company, at City's option.
 - 2) Surety bonds, of the form specified in subsection 66499.2 of the California Government Code, issued by a surety or sureties listed in the U.S. Department of Treasury Circular 570 (latest version).
 - 3) Certificates of deposit, in City's name, from one or more financial institutions subject to regulation by the state or federal government and having a financial quality rating of "A" or better and a commitment reliability rating of "R-2" or better on the Investment Data Exchange (of the Los Angeles County Treasurer's office).
 - 4) Irrevocable letters of credit, in a form acceptable to and approved by the City Attorney, issued by one or more financial institutions meeting the requirements of Paragraph (3), pledging that the funds necessary to carry out the completion of the Improvements are on deposit, guaranteed for payment, and constitute a trust fund which is not subject to levy or attachment by any creditor of the depositor until released by City. Letters of credit shall guarantee that all or any portion of the funds available pursuant to the letters of credit will be paid upon the written demand of City and that such written demand need not present documentation of any type as a condition of payment, including proof of loss. The duration of any such letter of credit shall be for a period of not less than one year from the execution of the agreement with which it is provided and shall state, on its face, that the letter of credit will be automatically renewed until such time that City authorizes its expiration or until sixty (60) days after City receives notice from the financial institution of intent to allow expiration of the letter of credit.
 - 5) A lien upon the subdivided property, if City finds that it would not be in the public interest to require the installation of the Improvements sooner than two (2) years after recordation of the final map or Tract map for which the Improvements are required. The lien shall provide a collateral value of three (3) times the estimated cost of the Improvements and shall include the power of sale of the real property, all buildings and improvements thereon, or that may be erected upon or made thereto, together with all hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reservations, remainders, rents, issues, and profits thereof. The collateral value of the property shall be established at Subdivider's expense through an appraisal approved by City.
 - 6) An instrument of credit from an agency of the state, federal or local government, when any agency of the state, federal, or local government provides at least twenty percent (20%) of the financing for the Improvements.

- 7) When Subdivider is a non-profit organization, security may be negotiable bonds, of the kind approved for securing deposits of public moneys with City or in favor of City, as specified in Section 16430 of the California Government Code, deposited, at City's option, with City or a responsible escrow agent or trust company.
- C. All securities shall be furnished in accordance with the provisions of Exhibit A. The amount of the performance security shall equal one hundred percent (100%) of the estimated cost of constructing the Improvements, including payment of plan check and permit fees, as estimated by the City Engineer or a duly authorized representative of the City Engineer. The amount of Payment security shall equal the amount of the amount of performance security, except as otherwise set forth in Exhibit A, and shall be furnished as a separate security. Warranty security shall equal Ten Percent (10%) of the amount of performance security except as otherwise set forth in Exhibit A. The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents specified in this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer shall approve replacement of security.
 - D. At the time of submittal of security, Subdivider shall pay to City administrative fees applicable to the form of security provided. Administrative fees shall apply to the subdivision (final map, Tract map or waiver of Tract map) rather than to individual security instruments. The fees shall be paid separately for each different form and/or source (surety or financial institution) of security initially submitted and for substitution of securities but shall not be required for submittal of warranty security if the warranty security is of the same form and from the same source as the performance security it replaces. Administrative fees for security shall be as follows:
 - 1) For certificates of deposit, bonds and letters of credit as described in Paragraphs 2), 3) and 4) of SECTION 3.B., which require the establishment of evidence of the reliability of the surety or financial institution, the administrative fee shall be One Hundred Fifty Dollars (\$150.00).
 - 2) For liens on real property as described in Paragraph 5) of SECTION 3.B., for which City will prepare lien agreements and subordination agreements, administer valuation of the real property and administer the agreements over the life of the lien, all of which require legal assistance and financial advice, Subdivider shall pay to City an administration fee of One Half of One Percent (0.5%) of the estimated cost of the improvements secured but not less than Five Hundred Dollars (\$500.00) nor more than Five Thousand Dollars (\$5,000.00).
 - 3) For other forms of security listed in Section 3 B, above, there will be no administrative fee.
 - E. Participatory Improvements, if any, are identified in Exhibit A. Security for Participatory Improvements shall remain in place until the Participatory Improvements are constructed and actual costs are known and paid by Subdivider, or until Subdivider pays to City the estimated cost of the Participatory Improvements, and shall guarantee the reimbursement by Subdivider of Subdivider's share of the cost of the Participatory Improvements. Payment security and warranty security shall not be required for Participatory Improvements.

Upon written demand from City, Subdivider shall deposit cash with City in lieu of or in replacement of security guaranteeing Participatory Improvements. If Subdivider fails to deposit said cash within 30 days of the date of the written demand from City, City may present a written demand to Subdivider's Surety for payment of said cash and Subdivider's Surety shall pay to City the lesser of: 1) the amount demanded, or 2) the amount of the security.
 - F. Security shall not expire, be reduced or become wholly or partially invalid for any reason, including non-payment of premiums, modifications of this Agreement and/or expiration of the time for performance stated in this Agreement.
 - G. Security shall be released in the following manner:

- 1) Performance security shall be released upon the final completion and acceptance or approval, by the City Council of the Improvements subject to the provisions of Section 10 of this Agreement.
 - 2) The City Engineer may authorize partial reduction of performance security as work progresses, upon application by Subdivider. However, no such reduction shall be for an amount less than Ten Percent (10%) of the total performance security provided for the faithful performance of the act or work. In no event shall security be reduced below that required to guarantee the completion of the act or work or obligation secured, plus Ten Percent (10%). The City Engineer shall not allow more than two partial reductions of security furnished for any improvement agreement.
 - 3) Participatory Improvement security shall be released upon payment by Subdivider of Subdivider's share of the cost or estimated cost of the Participatory Improvements.
 - 4) If City receives no notice of recorded claims of lien, labor and materials security shall be released in full 90 days after final acceptance and/or approval by the City Council, of the Improvements. If City receives notice of any recorded lien, the provisions of the Subdivision Map Act shall apply.
 - 5) No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in paragraph 13 of this Agreement, the warranty period shall not commence until final acceptance of all the work and improvements by the City pursuant to Paragraph 10. Warranty security not utilized during the warranty period shall be released one year after final acceptance or approval by the City Council of all Improvements. However, if at the end of the one-year warranty period, there are one or more outstanding requests by City for performance of work or provision of materials under the terms of the warranty, warranty security shall be retained until the outstanding requests are satisfied or until Subdivider has made other arrangements satisfactory to the City Engineer.
 - 6) City may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.
4. Permits Required. Prior to commencing any phase of work, Subdivider shall obtain all permits required for that phase of work and pay all required fees. Work performed under a permit or permits shall comply with all provisions of the required permits.
 5. Off-site Improvements. When the construction of one or more of the Improvements requires or necessitates the acquisition of real property not owned by Subdivider or City, Subdivider shall use its best efforts purchase such real property at a reasonable price. In the event that Subdivider is unsuccessful, despite its best efforts, to acquire such real property at a reasonable price, Subdivider may request in writing that City attempt to acquire such real property. City may, but is not required to, agree to attempt to acquire such real property on behalf of Subdivider. If City so agrees, City and Subdivider shall enter a separate written agreement in a form acceptable to the City Attorney. Said separate agreement shall provide that Subdivider advance to City One Hundred Fifty Percent (150%) of the appraised fair market value of the real property. Any unexpended portion of said advance shall be refunded to Subdivider. Any additional funds required for acquisition of the real property shall be paid by Subdivider to City upon the conveyance of said real property to Subdivider. In no event shall the failure of Subdivider or City to acquire such real property excuse, waive, or otherwise terminate Subdivider's obligation to construct the applicable improvement pursuant to this Agreement or the Conditions of Approval.
 6. Completion of Improvements; Inspection.
 - 6.1 Construction of Improvements. Subdivider shall begin construction of the Improvements within ninety (90) days and shall complete construction within twelve (12) months after the approval of this Agreement. Portions of the Improvements may be completed at a later date, as determined by the City Engineer or as set forth in Exhibit A. Failure by Subdivider to begin or complete construction of the Improvements within the specified time periods shall constitute cause for City, in its sole discretion and when it deems necessary, to declare Subdivider in default of this agreement, to revise

improvement security requirements as necessary to ensure completion of the improvements, and/or to require modifications in the standards or sequencing of the Improvements in response to changes in standards or conditions affecting or affected by the Improvements. Said failure shall not otherwise affect the validity of this agreement or Subdivider's obligations hereunder.

6.2 Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the public improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Subdivider may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards and accepted by the City as described in Paragraph 10 of this Agreement. Subdivider shall bear all costs of plan check, inspection and certification.

7. Force Majeure. In the event that Subdivider is unable to perform within the time limits herein due to strikes, act of God, or other events beyond Subdivider's control, the time limits for obligations affected by such events will be extended by the period of such events.
8. Time Extension. Subdivider may make application in writing to the City Council for an extension of time for completion of the Improvements. The City Council, in its sole and absolute discretion, may approve or deny the request or conditionally approve the extension with additions or revisions to the terms and conditions of this Agreement.

As a condition of the time extension, Subdivider shall furnish securities, similar in form and substance to those required in SECTION 3 hereinabove, to cover the period of extension. The value of the securities shall be sufficient to ensure the performance of and payment for Improvements that remain incomplete at the time of the extension, and to provide warranty security on completed Improvements.

9. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments in accordance with the provisions of Sections 66495, et sec. of the Subdivision Map Act and of the La Quinta Municipal Code. Subdivider shall provide the City Engineer written proof that the monuments have been set, evidence of payment and receipt thereof by the engineer or surveyor setting the monuments, and intersection monument tie-outs for monuments set in public streets.
10. Final Acceptance of Improvements. At the completion of construction and prior to acceptance of the Improvements by City, Subdivider shall submit a request for final approval by City. The request shall be accompanied by any required certifications from Subdivider's engineers or surveyors, approval letters from other agencies having jurisdiction over and approval authority for improvements required by this Agreement or the Conditions of Approval, and any required construction quality documentation not previously submitted.

Upon receipt of said request, the City Engineer or a duly-authorized representative will review the required documentation and will inspect the Improvements. If the Improvements are determined to be in accordance with applicable City standards and specifications, and as provided herein, obligations required by the Conditions set forth in the Resolution of Approval and this Agreement have been satisfied, and Subdivider has provided revised plans as required in Paragraph 12, hereinafter, the City Engineer shall recommend acceptance of the Improvements by the City Council.

11. Injury to Improvements. Until such time as the Improvements are accepted by City in accordance with Paragraph 10, Subdivider shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

12. Revisions to Plans. When the Improvements have been inspected and approved by the City Engineer, Subdivider shall make any necessary revisions to the original plans held by City so the plans depict the actual Improvements constructed. When necessary revisions have been made, each separate sheet of the plans shall be clearly marked with the words "As-Built," "As-Constructed," or "Record Drawing," the marking shall be stamped by an engineer or surveyor, as appropriate for the improvements thereon, who is licensed to practice in California, and the plans shall be resubmitted to the City Engineer.
13. Improvement Warranty. Subdivider hereby guarantees the Improvements to City for a period of one (1) year, beginning on the date of final acceptance of the Improvements by the City Council, against any defective work or labor done, or defective materials furnished, and shall repair or replace such defective work or materials. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, Subdivider shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, Subdivider hereby authorizes City, at City's sole option, to perform the work twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's Surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Subdivider shall pay to City the cost of such repairs
14. Release of Security. City shall retain and release securities in accordance with the provisions of Section 3 of this agreement. Prior to the release of payment security, the City Engineer may require Subdivider to provide a title report or other evidence sufficient to show claims of lien, if any, that may affect the amount of payment security released.
15. City Right to Cure. If Subdivider fails to perform any obligation hereunder and such obligation has not been performed, or commenced and diligently pursued, within sixty (60) days after written notice of default from City, then City may perform the obligation, and Subdivider shall pay the entire cost of such performance by City including costs of suit and reasonable attorney's fees incurred by City in enforcing such obligation. In cases of emergency or compelling public interest, as determined by the City Engineer, the requirement for written notice of default and/or the passage of sixty (60) days shall be deemed waived and all other provisions of this Article shall remain in effect.
16. Injury to Public Improvements, Public Property or Public Utility Facilities. Subdivider shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.
17. Indemnification.
 - a. Neither City nor any and all of its officials, employees and agents ("Indemnified Parties") shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents or employees in the performance of this Agreement. Subdivider further agrees to protect and hold harmless Indemnified Parties from any and all claims, demands, causes of action, liability or loss of any sort, including, but not limited to, attorney fees and litigation expenses, because of, or arising out of, acts or omissions of Subdivider, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design of construction of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements.

b. Acceptance by City of the Improvements shall not constitute an assumption by City of any responsibility for any damage or taking covered by this paragraph. City shall not be responsible for the design or construction of the subdivision or the improvements pursuant to the approved Improvement Plans or map, regardless of any negligent action or inaction taken by City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Except as may be provided above, City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Nothing contained in this paragraph is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to City or any and all of its officials, employees and agents ("Indemnified Parties"), by virtue of city's approval of the plan or design of the Improvements, including without limitation the protections and immunities afforded by Government Code Section 830.6. After acceptance of the improvements, Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this paragraph that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that city shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The Improvement Security shall not be required to cover the provisions of this paragraph.

18. No Modification of Conditions. This Agreement shall in no respect act to modify or amend any provision of the Conditions of Approval. In the event that any requirement or condition of this Agreement is inconsistent with or fails to include one or more provisions of the Conditions of Approval, which document(s) is (are) incorporated herein by reference, the provisions in the Conditions of Approval shall remain in effect and shall control.
19. Severability. In the event that a court of competent jurisdiction determines that any provision or provisions of this Agreement are unenforceable, all provisions not so held shall remain in full force and effect.
20. Subdivider No Agent of City. Neither Subdivider nor any of Subdivider's agents, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
21. Assignment. City and Subdivider acknowledge that at the time of entering into this Agreement, Subdivider is in the process of closing a construction loan for, among other things, construction of the Improvements. Upon closing and funding of the construction loan, this Agreement will need to be assigned by Subdivider to an affiliated entity of Subdivider known as The Centre on Adams, LLC ("Assignee"). Subdivider will provide City with at least three (3) days' prior written notice of the assignment of this Agreement from Subdivider to Assignee. Upon assigning this Agreement to Assignee, Subdivider shall be relieved of all terms, conditions, obligations, and requirements under this Agreement, and Assignee shall fully assume all terms, conditions, obligations and requirements under this Agreement. Further, Assignee shall assume all Improvement securities previously posted or provided by Subdivider. In the event Assignee is unable to assume one or more of the posted Improvement securities required under this Agreement, Assignee shall obtain and provide to City new Improvements securities as required by, and in accordance with this Agreement, and City agrees that upon receipt of the new Improvement securities that are in full compliance with this Agreement, it will exonerate (or release or return, as the case may be) the Improvement securities previously provided by Subdivider.
22. General Provisions.
 - A. All notices pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses indicated hereon. Notices personally delivered shall be effective upon delivery. Notices mailed as provided herein and sent postage prepaid shall be effective upon the date of

ACKNOWLEDGMENT

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.

State of California
County of Orange

On May 13, 2021 before me, Terri Hovdestad, Notary Public
(insert name and title of the officer)

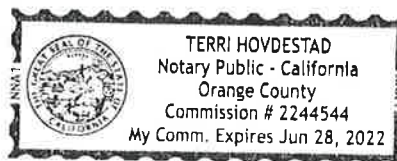
personally appeared Brian G. Rupp
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 

(Seal)



Reviewed and Approved:

Bryan McKinney, P.E., City Engineer

Date

Approved as to Form:

William H. Ihrke, City Attorney

Date

**Exhibit A
SECURITY – TRACT MAP NO. 37359
ON-SITE IMPROVEMENTS**

Improvements designated as "Participatory" have been or will be constructed by others. Security for Participatory Improvements shall remain in place indefinitely until called upon or released by City.

Monumentation security shall guarantee performance of or payment for the work and shall be utilized or released as specified in Chapter 4, Article 9 of the Subdivision Map Act.

As elements of the work are completed, Subdivider may request a maximum of two partial releases of performance security. Partial releases shall be for not less than ten percent (10%) of the total performance security for the Tract and shall not reduce total performance security below the amount necessary to complete the Improvements plus ten percent (10%) of the original amount. Partial releases of performance security will be evaluated and may be granted, in whole or in part, by the City Engineer. Requests for partial releases, setting forth in detail the amount of work completed and the value thereof, shall be made in writing to the City Engineer.

Labor & materials security shall remain in place until 90 days after all required Tract improvements are complete and accepted by the City Council.

Improvement Description	Performance	Labor & Materials
Street	\$ 726,903	--
Alley	\$ 395,782	--
Signing and Striping	\$ 9,515	--
Storm Drain	\$ 374,884	--
Water	\$ 306,686	--
Sewer	\$ 173,280	--
Private Sewer and Water	\$ 270,298	--
Dry Utilities	\$ 327,500	--
Landscaping	\$ 340,000	--
Monumentation	\$ 12,000	--
Totals	\$ 2,936,848	--
Standard 10% Contingency	\$ 293,685	--
Total Construction Cost	\$ 3,230,533	--
Professional Fees, Design 10%	\$ 323,053	--
Professional Fees, Const 10%	\$ 323,053	--
Bond Amount	\$ 3,876,639	--

CITY OF LA QUINTA

**SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 37359
OFF-SITE IMPROVEMENTS**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between SLF-Adams Street La Quinta, LLC, a Delaware limited liability company, hereinafter referred to as "Subdivider," and the City of La Quinta, a municipal corporation of the State of California, hereinafter referred to as "City."

RECITALS:

- A. Subdivider has prepared and submitted to City for final approval and recordation a final map or Tract map (the "Map") of a unit of land in the City of La Quinta, County of Riverside, which unit of land is known as Tract No. 37359 (the "Tract") pursuant to the provisions of Section 66410, et seq. of the California Government Code (the "Subdivision Map Act"). The Subdivision Map Act and City ordinances and regulations relating to the filing, approval and recordation of subdivision maps are sometimes collectively referred to in this Agreement as the "Subdivision Laws."
- B. A tentative map of the Tract has been approved subject to the Subdivision Laws and to the requirements and conditions contained in City Council Resolution No. 2018-038 (the "Resolution of Approval"). The Resolution of Approval is on file in the office of the City Clerk and is incorporated into this Agreement by reference.
- C. Prior to approval of the Map, Subdivider is required to install or agree to install certain public and private improvements (the "Improvements").
- D. The Improvements have not been installed and accepted at this time.
- E. It is therefore necessary that Subdivider and City enter into an agreement for the installation of the Improvements as provided in Section 66462 of the Subdivision Map Act. In consideration of approval of a final map for the Tract by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed Tract. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

- 1. Improvement Plans. Prior to submittal of the Map for approval by the City Council, Subdivider shall furnish complete original improvement plans for the construction, installation and completion of the Improvements meeting the requirements of the City Engineer. The Improvement Plans for the Tract shall be maintained on file in the office of the City Engineer and shall be incorporated into this Agreement by reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the City Engineer.
- 2. Improvements. Subdivider shall construct the Improvements required to be constructed on the Improvement Plans or agreed to be constructed under the Resolution of Approval and this Agreement as more specifically described in Exhibit "A." attached hereto and expressly made a part hereof by this reference, and shall bear the full cost thereof. The methods, standards, specifications, sequence, and scheduling of construction shall be as approved by the City Engineer.
- 3. Improvement Security. Subdivider shall at all times guarantee Subdivider's performance of this Agreement by furnishing to City, and maintaining, good and sufficient security as required by the Subdivision Laws on forms and in the amounts approved by City for the purposes as follows:
 - A. One class of security to be provided by Subdivider, hereinafter referred to as "performance security," shall assure the faithful performance of this Agreement including construction of the Improvements, payment of Subdivider's fair share of Improvements which have been or will be constructed by others ("Participatory Improvements"), and payment of plan check and permit

fees. The performance security shall also include good and sufficient security in the amount of one hundred percent (100%) of the estimated cost of setting subdivision monuments as stated hereafter in this Agreement ("Monumentation Security"). A second class of security to be provided by Subdivider, hereinafter referred to as "payment security," shall assure the payment of the cost of labor, equipment and materials supplied to construct the Improvements. A third class of security to be provided by Subdivider, hereinafter referred to as "warranty security," shall serve as a guarantee and warranty of the Improvements for a period of one year following the completion and acceptance of the Improvements. Subdivider shall furnish performance and payment security prior to and as a condition precedent to City Council approval of the Map. Subdivider shall provide warranty security after Improvements are complete and prior to acceptance of the Improvements by the City Council. Warranty security shall not be required for Monumentation or Participatory Improvements. However, the City may utilize Monumentation Security for performance of or payment for the work in accordance with the Subdivision Map Act.

As part of the obligation secured by each of the performance security, payment security and warranty security, and in addition to the face amount of each such security, each such security shall include and assure the payment of costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing the obligations thereby secured.

- B. Improvement security shall conform with Section 66499 of the California Government Code and may be one or more of the following:
- 1) A cash deposit with City or a responsible escrow agent or trust company, at City's option.
 - 2) Surety bonds, of the form specified in subsection 66499.2 of the California Government Code, issued by a surety or sureties listed in the U.S. Department of Treasury Circular 570 (latest version).
 - 3) Certificates of deposit, in City's name, from one or more financial institutions subject to regulation by the state or federal government and having a financial quality rating of "A" or better and a commitment reliability rating of "R-2" or better on the Investment Data Exchange (of the Los Angeles County Treasurer's office).
 - 4) Irrevocable letters of credit, in a form acceptable to and approved by the City Attorney, issued by one or more financial institutions meeting the requirements of Paragraph (3), pledging that the funds necessary to carry out the completion of the Improvements are on deposit, guaranteed for payment, and constitute a trust fund which is not subject to levy or attachment by any creditor of the depositor until released by City. Letters of credit shall guarantee that all or any portion of the funds available pursuant to the letters of credit will be paid upon the written demand of City and that such written demand need not present documentation of any type as a condition of payment, including proof of loss. The duration of any such letter of credit shall be for a period of not less than one year from the execution of the agreement with which it is provided and shall state, on its face, that the letter of credit will be automatically renewed until such time that City authorizes its expiration or until sixty (60) days after City receives notice from the financial institution of intent to allow expiration of the letter of credit.
 - 5) A lien upon the subdivided property, if City finds that it would not be in the public interest to require the installation of the Improvements sooner than two (2) years after recordation of the final map or Tract map for which the Improvements are required. The lien shall provide a collateral value of three (3) times the estimated cost of the Improvements and shall include the power of sale of the real property, all buildings and improvements thereon, or that may be erected upon or made thereto, together with all hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reservations, remainders, rents, issues, and profits thereof. The collateral value of the property shall be established at Subdivider's expense through an appraisal approved by City.
 - 6) An instrument of credit from an agency of the state, federal or local government, when any agency of the state, federal, or local government provides at least twenty percent (20%) of the financing for the Improvements.

- 7) When Subdivider is a non-profit organization, security may be negotiable bonds, of the kind approved for securing deposits of public moneys with City or in favor of City, as specified in Section 16430 of the California Government Code, deposited, at City's option, with City or a responsible escrow agent or trust company.
- C. All securities shall be furnished in accordance with the provisions of Exhibit A. The amount of the performance security shall equal one hundred percent (100%) of the estimated cost of constructing the Improvements, including payment of plan check and permit fees, as estimated by the City Engineer or a duly authorized representative of the City Engineer. The amount of Payment security shall equal the amount of the amount of performance security, except as otherwise set forth in Exhibit A, and shall be furnished as a separate security. Warranty security shall equal Ten Percent (10%) of the amount of performance security except as otherwise set forth in Exhibit A. The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents specified in this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer shall approve replacement of security.
 - D. At the time of submittal of security, Subdivider shall pay to City administrative fees applicable to the form of security provided. Administrative fees shall apply to the subdivision (final map, Tract map or waiver of Tract map) rather than to individual security instruments. The fees shall be paid separately for each different form and/or source (surety or financial institution) of security initially submitted and for substitution of securities but shall not be required for submittal of warranty security if the warranty security is of the same form and from the same source as the performance security it replaces. Administrative fees for security shall be as follows:
 - 1) For certificates of deposit, bonds and letters of credit as described in Paragraphs 2), 3) and 4) of SECTION 3.B., which require the establishment of evidence of the reliability of the surety or financial institution, the administrative fee shall be One Hundred Fifty Dollars (\$150.00).
 - 2) For liens on real property as described in Paragraph 5) of SECTION 3.B., for which City will prepare lien agreements and subordination agreements, administer valuation of the real property and administer the agreements over the life of the lien, all of which require legal assistance and financial advice, Subdivider shall pay to City an administration fee of One Half of One Percent (0.5%) of the estimated cost of the improvements secured but not less than Five Hundred Dollars (\$500.00) nor more than Five Thousand Dollars (\$5,000.00).
 - 3) For other forms of security listed in Section 3 B, above, there will be no administrative fee.
 - E. Participatory Improvements, if any, are identified in Exhibit A. Security for Participatory Improvements shall remain in place until the Participatory Improvements are constructed and actual costs are known and paid by Subdivider, or until Subdivider pays to City the estimated cost of the Participatory Improvements, and shall guarantee the reimbursement by Subdivider of Subdivider's share of the cost of the Participatory Improvements. Payment security and warranty security shall not be required for Participatory Improvements.

Upon written demand from City, Subdivider shall deposit cash with City in lieu of or in replacement of security guaranteeing Participatory Improvements. If Subdivider fails to deposit said cash within 30 days of the date of the written demand from City, City may present a written demand to Subdivider's Surety for payment of said cash and Subdivider's Surety shall pay to City the lesser of: 1) the amount demanded, or 2) the amount of the security.
 - F. Security shall not expire, be reduced or become wholly or partially invalid for any reason, including non-payment of premiums, modifications of this Agreement and/or expiration of the time for performance stated in this Agreement.
 - G. Security shall be released in the following manner:

- 1) Performance security shall be released upon the final completion and acceptance or approval, by the City Council of the Improvements subject to the provisions of Section 10 of this Agreement.
 - 2) The City Engineer may authorize partial reduction of performance security as work progresses, upon application by Subdivider. However, no such reduction shall be for an amount less than Ten Percent (10%) of the total performance security provided for the faithful performance of the act or work. In no event shall security be reduced below that required to guarantee the completion of the act or work or obligation secured, plus Ten Percent (10%). The City Engineer shall not allow more than two partial reductions of security furnished for any improvement agreement.
 - 3) Participatory Improvement security shall be released upon payment by Subdivider of Subdivider's share of the cost or estimated cost of the Participatory Improvements.
 - 4) If City receives no notice of recorded claims of lien, labor and materials security shall be released in full 90 days after final acceptance and/or approval by the City Council, of the Improvements. If City receives notice of any recorded lien, the provisions of the Subdivision Map Act shall apply.
 - 5) No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in paragraph 13 of this Agreement, the warranty period shall not commence until final acceptance of all the work and improvements by the City pursuant to Paragraph 10. Warranty security not utilized during the warranty period shall be released one year after final acceptance or approval by the City Council of all Improvements. However, if at the end of the one-year warranty period, there are one or more outstanding requests by City for performance of work or provision of materials under the terms of the warranty, warranty security shall be retained until the outstanding requests are satisfied or until Subdivider has made other arrangements satisfactory to the City Engineer.
 - 6) City may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.
4. Permits Required. Prior to commencing any phase of work, Subdivider shall obtain all permits required for that phase of work and pay all required fees. Work performed under a permit or permits shall comply with all provisions of the required permits.
 5. Off-site Improvements. When the construction of one or more of the Improvements requires or necessitates the acquisition of real property not owned by Subdivider or City, Subdivider shall use its best efforts purchase such real property at a reasonable price. In the event that Subdivider is unsuccessful, despite its best efforts, to acquire such real property at a reasonable price, Subdivider may request in writing that City attempt to acquire such real property. City may, but is not required to, agree to attempt to acquire such real property on behalf of Subdivider. If City so agrees, City and Subdivider shall enter a separate written agreement in a form acceptable to the City Attorney. Said separate agreement shall provide that Subdivider advance to City One Hundred Fifty Percent (150%) of the appraised fair market value of the real property. Any unexpended portion of said advance shall be refunded to Subdivider. Any additional funds required for acquisition of the real property shall be paid by Subdivider to City upon the conveyance of said real property to Subdivider. In no event shall the failure of Subdivider or City to acquire such real property excuse, waive, or otherwise terminate Subdivider's obligation to construct the applicable improvement pursuant to this Agreement or the Conditions of Approval.
 6. Completion of Improvements; Inspection.
 - 6.1 Construction of Improvements. Subdivider shall begin construction of the Improvements within ninety (90) days and shall complete construction within twelve (12) months after the approval of this Agreement. Portions of the Improvements may be completed at a later date, as determined by the City Engineer or as set forth in Exhibit A. Failure by Subdivider to begin or complete construction of the Improvements within the specified time periods shall constitute cause for City, in its sole discretion and when it deems necessary, to declare Subdivider in default of this agreement, to revise

improvement security requirements as necessary to ensure completion of the improvements, and/or to require modifications in the standards or sequencing of the Improvements in response to changes in standards or conditions affecting or affected by the Improvements. Said failure shall not otherwise affect the validity of this agreement or Subdivider's obligations hereunder.

6.2 Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the public improvements by City and to the shops wherein any work is in preparation. Upon completion of the work, the Subdivider may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards and accepted by the City as described in Paragraph 10 of this Agreement. Subdivider shall bear all costs of plan check, inspection and certification.

7. Force Majeure. In the event that Subdivider is unable to perform within the time limits herein due to strikes, act of God, or other events beyond Subdivider's control, the time limits for obligations affected by such events will be extended by the period of such events.
8. Time Extension. Subdivider may make application in writing to the City Council for an extension of time for completion of the Improvements. The City Council, in its sole and absolute discretion, may approve or deny the request or conditionally approve the extension with additions or revisions to the terms and conditions of this Agreement.

As a condition of the time extension, Subdivider shall furnish securities, similar in form and substance to those required in SECTION 3 hereinabove, to cover the period of extension. The value of the securities shall be sufficient to ensure the performance of and payment for Improvements that remain incomplete at the time of the extension, and to provide warranty security on completed Improvements.

9. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments in accordance with the provisions of Sections 66495, et sec. of the Subdivision Map Act and of the La Quinta Municipal Code. Subdivider shall provide the City Engineer written proof that the monuments have been set, evidence of payment and receipt thereof by the engineer or surveyor setting the monuments, and intersection monument tie-outs for monuments set in public streets.
10. Final Acceptance of Improvements. At the completion of construction and prior to acceptance of the Improvements by City, Subdivider shall submit a request for final approval by City. The request shall be accompanied by any required certifications from Subdivider's engineers or surveyors, approval letters from other agencies having jurisdiction over and approval authority for improvements required by this Agreement or the Conditions of Approval, and any required construction quality documentation not previously submitted.

Upon receipt of said request, the City Engineer or a duly-authorized representative will review the required documentation and will inspect the Improvements. If the Improvements are determined to be in accordance with applicable City standards and specifications, and as provided herein, obligations required by the Conditions set forth in the Resolution of Approval and this Agreement have been satisfied, and Subdivider has provided revised plans as required in Paragraph 12, hereinafter, the City Engineer shall recommend acceptance of the Improvements by the City Council.

11. Injury to Improvements. Until such time as the Improvements are accepted by City in accordance with Paragraph 10, Subdivider shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

12. Revisions to Plans. When the Improvements have been inspected and approved by the City Engineer, Subdivider shall make any necessary revisions to the original plans held by City so the plans depict the actual Improvements constructed. When necessary revisions have been made, each separate sheet of the plans shall be clearly marked with the words "As-Built," "As-Constructed," or "Record Drawing," the marking shall be stamped by an engineer or surveyor, as appropriate for the improvements thereon, who is licensed to practice in California, and the plans shall be resubmitted to the City Engineer.
13. Improvement Warranty. Subdivider hereby guarantees the Improvements to City for a period of one (1) year, beginning on the date of final acceptance of the Improvements by the City Council, against any defective work or labor done, or defective materials furnished, and shall repair or replace such defective work or materials. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, Subdivider shall without delay and without any cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, Subdivider hereby authorizes City, at City's sole option, to perform the work twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's Surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Subdivider shall pay to City the cost of such repairs
14. Release of Security. City shall retain and release securities in accordance with the provisions of Section 3 of this agreement. Prior to the release of payment security, the City Engineer may require Subdivider to provide a title report or other evidence sufficient to show claims of lien, if any, that may affect the amount of payment security released.
15. City Right to Cure. If Subdivider fails to perform any obligation hereunder and such obligation has not been performed, or commenced and diligently pursued, within sixty (60) days after written notice of default from City, then City may perform the obligation, and Subdivider shall pay the entire cost of such performance by City including costs of suit and reasonable attorney's fees incurred by City in enforcing such obligation. In cases of emergency or compelling public interest, as determined by the City Engineer, the requirement for written notice of default and/or the passage of sixty (60) days shall be deemed waived and all other provisions of this Article shall remain in effect.
16. Injury to Public Improvements, Public Property or Public Utility Facilities. Subdivider shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.
17. Indemnification.
 - a. Neither City nor any and all of its officials, employees and agents ("Indemnified Parties") shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents or employees in the performance of this Agreement. Subdivider further agrees to protect and hold harmless Indemnified Parties from any and all claims, demands, causes of action, liability or loss of any sort, including, but not limited to, attorney fees and litigation expenses, because of, or arising out of, acts or omissions of Subdivider, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design of construction of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements.

b. Acceptance by City of the Improvements shall not constitute an assumption by City of any responsibility for any damage or taking covered by this paragraph. City shall not be responsible for the design or construction of the subdivision or the improvements pursuant to the approved Improvement Plans or map, regardless of any negligent action or inaction taken by City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Except as may be provided above, City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Nothing contained in this paragraph is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to City or any and all of its officials, employees and agents ("Indemnified Parties"), by virtue of city's approval of the plan or design of the Improvements, including without limitation the protections and immunities afforded by Government Code Section 830.6. After acceptance of the improvements, Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this paragraph that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that city shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The Improvement Security shall not be required to cover the provisions of this paragraph.

18. No Modification of Conditions. This Agreement shall in no respect act to modify or amend any provision of the Conditions of Approval. In the event that any requirement or condition of this Agreement is inconsistent with or fails to include one or more provisions of the Conditions of Approval, which document(s) is (are) incorporated herein by reference, the provisions in the Conditions of Approval shall remain in effect and shall control.
19. Severability. In the event that a court of competent jurisdiction determines that any provision or provisions of this Agreement are unenforceable, all provisions not so held shall remain in full force and effect.
20. Subdivider No Agent of City. Neither Subdivider nor any of Subdivider's agents, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.
21. Assignment. City and Subdivider acknowledge that at the time of entering into this Agreement, Subdivider is in the process of closing a construction loan for, among other things, construction of the Improvements. Upon closing and funding of the construction loan, this Agreement will need to be assigned by Subdivider to an affiliated entity of Subdivider known as The Centre on Adams, LLC ("Assignee"). Subdivider will provide City with at least three (3) days' prior written notice of the assignment of this Agreement from Subdivider to Assignee. Upon assigning this Agreement to Assignee, Subdivider shall be relieved of all terms, conditions, obligations, and requirements under this Agreement, and Assignee shall fully assume all terms, conditions, obligations and requirements under this Agreement. Further, Assignee shall assume all Improvement securities previously posted or provided by Subdivider. In the event Assignee is unable to assume one or more of the posted Improvement securities required under this Agreement, Assignee shall obtain and provide to City new Improvement securities as required by, and in accordance with this Agreement, and City agrees that upon receipt of the new Improvement securities that are in full compliance with this Agreement, it will exonerate (or release or return, as the case may be) the Improvement securities previously provided by Subdivider.
22. General Provisions.
 - A. All notices pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the parties at their respective

addresses indicated hereon. Notices personally delivered shall be effective upon delivery. Notices mailed as provided herein and sent postage prepaid shall be effective upon the date of delivery or refusal indicated on the return receipt. Either party may change its address for notices hereunder by notice to the other given in the manner provided in this subparagraph.

- B. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.
- C. Neither party to this Agreement relies upon any warranty or representation not contained in this Agreement.
- D. This Agreement shall be governed by and interpreted with respect to the laws of the State of California.
- E. In the event of any dispute between the parties with respect to this Agreement, the prevailing party shall be entitled to prompt payment of its reasonable attorneys' fees from the non-prevailing party.
- F. Any failure or delay by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies provided for hereunder.
- G. Time is of the essence in the performance of each and every provision of this Agreement.
- H. The Recitals to this Agreement are hereby incorporated into and expressly made a part of the terms of this Agreement.
- I. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY: City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253
760/777-7075

Jon McMillen, City Manager

Date

ATTEST:

Monika Radeva, City Clerk

SLF-Adams Street La Quinta, LLC, a Delaware limited liability company
2 Park Plaza, Suite 700
Irvine, CA 92614

By:

Brian G. Rupp

5/13/21
Date

Title:

Brian G. Rupp
Executive Vice President - Real Estate

By: _____

Date

ACKNOWLEDGMENT

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.


State of California
County of Orange)

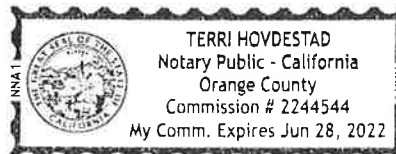
On May 13, 2021 before me, Terri Hovdestad, Notary Public
(insert name and title of the officer)

personally appeared Brian G. Rupp
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 



(Seal)

Title: _____

Reviewed and Approved:

Bryan McKinney, P.E., City Engineer

Date

Approved as to Form:

William H. Ihrke, City Attorney

Date

**Exhibit A
SECURITY – TRACT MAP NO. 37359
OFF-SITE IMPROVEMENTS**

Improvements designated as "Participatory" have been or will be constructed by others. Security for Participatory Improvements shall remain in place indefinitely until called upon or released by City.

Monumentation security shall guarantee performance of or payment for the work and shall be utilized or released as specified in Chapter 4, Article 9 of the Subdivision Map Act.

As elements of the work are completed, Subdivider may request a maximum of two partial releases of performance security. Partial releases shall be for not less than ten percent (10%) of the total performance security for the Tract and shall not reduce total performance security below the amount necessary to complete the Improvements plus ten percent (10%) of the original amount. Partial releases of performance security will be evaluated and may be granted, in whole or in part, by the City Engineer. Requests for partial releases, setting forth in detail the amount of work completed and the value thereof, shall be made in writing to the City Engineer.

Labor & materials security shall remain in place until 90 days after all required Tract improvements are complete and accepted by the City Council.

Improvement Description	Performance	Labor & Materials
Street / Signing & Striping	\$ 265,015	\$ 265,015
Sidewalk	\$ 32,736	\$ 32,736
Parkway and Median Landscaping	\$ 50,000	\$ 50,000
Totals	\$ 347,751	\$ 347,751
Standard 10% Contingency	\$ 34,775	\$ 34,775
Total Construction Cost	\$ 382,526	\$ 382,526
Professional Fees, Design 10%	\$ 38,253	\$ 38,253
Professional Fees, Const 10%	\$ 38,253	\$ 38,253
Bond Amount	\$ 459,032	\$ 459,032

City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: ADOPT ORDINANCE NO. 594 AMENDING SECTIONS 9.50.090 AND 9.200.015 OF TITLE 9 OF THE LA QUINTA MUNICIPAL CODE RELATED TO ADMINISTRATIVE AND RENUMBERING MODIFICATIONS; CEQA: EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) REVIEW FOR EXEMPTIONS – COMMON SENSE RULE; LOCATION: CITYWIDE

RECOMMENDATION

Adopt Ordinance No. 594 on second reading.

EXECUTIVE SUMMARY

- The proposed code amendments to Section 9.50.090 reformat and renumber the existing code to assist with administration.
- The proposed code amendments to Section 9.200.015 align the text with the renaming of "Preliminary Review" application to "Conceptual Design Review" application.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

On December 8, 2020, the Planning Commission recommended that City Council adopt multiple amendments to the La Quinta Municipal Code (LQMC) relating to streamlining of processes. These amendments were approved and adopted by Council on January 19, 2021. Subsequent to this, Staff identified two areas that need further clarification, which are shown in redlines on Exhibit A of the proposed Ordinance:

Section 9.50.090 Architectural Design Standards

This section was changed from "RC District Development Standards", which applied only to the Cove district, to "Architectural Design Standards", which now applies the architectural design guidelines citywide. Other changes removed language that was either redundant or more appropriate in other sections of the LQMC. However, the adopted code amendments caused research difficulties for the City's Code Compliance Division, thus, additional amendments are now being proposed to renumber the section, leaving certain numbers blank and reinstating prior provisions, for purposes of

administration. No actual language within this section is being changed, removed, or modified, and is instead being reformatted to assist with administration.

Section 9.200.015 Conceptual Design Review

This section was changed from "Preliminary Review" to "Conceptual Design Review" as the City distinguished the change from a Preliminary Review to a Conceptual Design Review to be compliant with California Senate Bill 330 which deals with Preliminary Review. However, Section 9.200.015(B) was not corrected to change the reference "preliminary development plan application" to "conceptual design review application". This change is now being proposed for consistency and compliance.

PUBLIC REVIEW

Public Notice

The proposed code amendments were advertised in *The Desert Sun* newspaper on May 7, 2021. To date, no comments have been received. Comments from other City Departments and divisions were considered.

Planning Commission Review

At its regular meeting of April 27, 2021, the PC recommended Council approval of the proposed Code amendments.

ENVIRONMENTAL REVIEW

The Design and Development Department has determined that the proposed zone text amendment is exempt from environmental review under CEQA, pursuant to Section 15061(B)(3), Review for Exemptions – Common Sense Rule, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment, and individual development plans will be reviewed under CEQA as they are proposed.

ALTERNATIVES

As Council approved this ordinance at first reading, staff does not recommend an alternative.

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

ORDINANCE NO. 594

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING SECTIONS 9.50.090 AND 9.200.015 OF TITLE 9 OF THE LA QUINTA MUNICIPAL CODE RELATED TO ADMINISTRATIVE AND RENUMBERING MODIFICATIONS

**PROJECT:
ZONING ORDINANCE AMENDMENT 2021-001**

WHEREAS, the City Council of the City of La Quinta, California did, on the 18th day of May 2021, hold a duly noticed public hearing for review of a City-initiated request of Zoning Ordinance Amendment 2021-0001 to amend sections of Title 9 of the La Quinta Municipal Code; and

WHEREAS, previous to said Public Hearing, the Planning Commission of the City of La Quinta did, on April 27, 2021, held a duly noticed public hearing, and after review and consideration of this item, and hearing all public testimony, adopt Planning Commission Resolution 2021-005 to recommend to the City Council adoption of said code amendments; and

WHEREAS, the Design and Development Department published a public hearing notice for this request in *The Desert Sun* newspaper on May 7, 2021, as prescribed by the La Quinta Municipal Code; and

WHEREAS, Sections 9.50.090 and 9.200.015 of Title 9 of the La Quinta Municipal Code address architectural design standards and conceptual design review, respectively; and

WHEREAS, the proposed zoning text amendments are necessary for administration purposes; and

WHEREAS, the proposed zoning text amendments are necessary to implement the General Plan 2035 adopted by the City Council at their regular meeting on February 19, 2013; and

WHEREAS, at said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons wanting to be heard, the City Council did make the following mandatory findings to justify adoption of said Zoning Ordinance Amendment:

1. Consistency with General Plan

The code amendment is consistent with the goals, objectives and policies of the General Plan. The proposed amendments are supported by Policy LU-1.2 for land use decisions to be consistent with General Plan policies and programs and uphold the rights and needs of property owners and the public, Goal LU-2 for high quality design that complements and enhances the City, and by Goal LU-5 to offer a broad range of housing types and choices for all residents of the City.

2. Public Welfare

Approval of the code amendment will not create conditions materially detrimental to the public health, safety and general welfare. The amendment streamlines the development review process and clarifies language in the La Quinta Municipal Code and does not incorporate any changes that affect the regulation and/or provision of public services, utility systems, or other foreseeable health, safety and welfare considerations.

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

SECTION 1. Sections 9.50.090 and 9.200.015 of Title 9 shall be amended as written in "Exhibit A" attached hereto and incorporated by this reference.

SECTION 2. That the City Council does hereby approve Zoning Ordinance Amendment 2021-0001, as set forth in enclosed "Exhibit A" for the reasons set forth in this Ordinance.

SECTION 3. The proposed zone text amendment has complied with the requirements of "The Rules to Implement the California Environmental Quality Act of 1970" (CEQA) as amended (Resolution No. 83-63). The zone text amendments are consistent with the previously approved findings of the General Plan 2035 EIR (Environmental Assessment 2012-622) as the proposed amendments implement the goals, policies, and programs of the General Plan.

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

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

SECTION 6. CORRECTIVE AMENDMENTS: The City Council does hereby grant the City Clerk the ability to make minor amendments and corrections of typographical or clerical errors to "Exhibit A" to ensure consistency of all approved text amendments prior to the publication in the La Quinta Municipal Code.

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

PASSED, APPROVED and ADOPTED, at a regular meeting of the La Quinta City Council held this 1st day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

Ordinance No. 594
Amendments to Sections 9.50.090 AND 9.200.015 of the La Quinta Municipal Code
Adopted: June 1, 2021
Page 4 of 7

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

9.50.090 Architectural Design standards.

In addition to the requirements of Chapter 9.30 (Residential Districts) and Chapter 9.60 (Supplemental Residential Regulations) the following shall be required for homes:

A. Requirements.

1. Architectural Design Guidelines. The city council shall, by resolution, adopt architectural design guidelines to be used as guidelines in reviewing landscape materials, architectural style, exterior building materials, colors, and mass and scale;
2. Architectural Variety. Duplication of houses having the same architectural design features on the front elevation of other houses located within two hundred feet of each other shall make provisions for architectural variety by using different colors, roof treatments, window treatments, garage door treatments, and methods;
3. [Reserved]
4. [Reserved]
5. [Reserved]
6. [Reserved]
7. [Reserved]
8. Landscaping. All front and exterior side yards shall be landscaped to property line;
9. The landscaping shall include trees, shrubs and ground cover of sufficient size, spacing and variety to create an attractive and unifying appearance;
10. An irrigation system shall be provided for all areas required to be landscaped;
11. The landscaping shall be continuously maintained in a healthy and viable condition;
12. Screening. Refuse containers and bottled gas tanks shall be concealed by view-obscuring landscaping, fencing or walls, as referenced in Screening Section 9.60.140(B)(1)(e);
13. [Reserved]
14. Lighting. All exterior lighting shall be located and directed so as not to shine directly on adjacent properties, as referenced in Outdoor Lighting Section 9.100.150(F)(4);
15. [Reserved]

16. Earth fill shall not exceed what is necessary to provide minimum required drainage to the street.

9.200.015 Conceptual Design Review

A. Any potential project applicant has the option to file a conceptual design review (CDR) to ascertain anticipated conditions, requirements and costs associated with a proposal. This allows the applicant to be informed of any potentially significant issues which may affect any decision to pursue the project. This process offers the following advantages:

1. Provides a comprehensive overview of city applications, fees, and other requirements necessary to obtain project approval, in writing;
2. Provides previous project background which can speed up the formal approval process when the project is submitted;
3. The written information can be used as the basis for an estimate of project costs, in order to determine a project's viability.

Submittal for this process shall include completion of an application and supplemental documentation as determined by the director.

B. Within thirty calendar days of receipt of a conceptual design review application, a review letter shall be issued to the applicant, incorporating all comments received during the review period.

City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 4 TO GOLF COURSE MANAGEMENT AGREEMENT WITH LANDMARK GOLF MANAGEMENT, LLC FOR SILVERROCK GOLF COURSE MANAGEMENT SERVICES

RECOMMENDATION

Approve Amendment No. 4 to Golf Course Management Agreement with Landmark Golf Management, LLC to provide SilverRock golf course management services for one additional year until June 30, 2022, for a total not to exceed amount of \$118,560; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- In 2013, the City entered into a five-year Golf Course Management Agreement (Agreement) with Landmark Golf Management (Landmark) for SilverRock golf course management services, which was extended in 2018, 2019, and 2020 (Amendment Nos. 1, 2, and 3), and will expire effective June 30, 2021.
- Amendment No. 4 (Attachment 1) will extend the term for one year, through June 30, 2022; the Agreement allows for one additional extension if desired to continue coordinating with the development of the hotels and other adjacent facilities.
- Amendment No. 4 includes a restoration of the annual management fee to the fiscal year (FY) 2019/20 rate, increasing from \$112,632 to \$118,560.

FISCAL IMPACT

The golf course annual management fee pursuant to Amendment No. 4 for 2021/22 would be \$118,560. This amount is included in the proposed 2021/22 SilverRock Resort Annual Plan and the fiscal year 2021/22 budget in account 601-0000-60208.

BACKGROUND/ANALYSIS

In July 2013, the City entered into a five-year Agreement with Landmark for SilverRock golf course management services, which was extended in 2018 (Amendment No. 1), 2019 (Amendment No. 2), and in 2020 (Amendment No. 3); the term will expire on June 30, 2021.

As SilverRock Development Company proceeds with construction of the hotels, conference center, and adjacent amenity buildings, it is in the best interest of the project to continue using Landmark as the golf course operator during this period.

Amendment No. 4 provides the following changes:

- Extend the term until June 30, 2022 (Section 2.2 Management Term);
- Reinstatement of the deposits from the Golf Course Accounts for the 2% Capital Improvement funds until June 30, 2022 (Section 3.10.1 Capital Improvement Funds);
- The Management Fee had been reduced by 5% in FY 2020/21 as a result of cost-saving measures due to COVID-19. This amendment will restore the annual Management Fee to the FY 2019/20 rate, for a total annual amount of \$118,560 (Section 4.1.1) for FY 2021/22.
- Reinstatement of the 2% Capital Improvement funds is recommended to ensure funding is available for anticipated improvements as aging infrastructure reaches its useful life. The estimated amount for FY 2021/22 is \$62,000 and is included in the proposed SilverRock operating budget.

ALTERNATIVES

Due to the timeline of the development by SilverRock Development Company and the operational knowledge of the golf course by Landmark, no alternatives are recommended at this time.

Prepared by: Claudia Martinez, Interim Finance Director

Approved by: Jon McMillen, City Manager

Attachment: 1. Amendment No. 4 to Golf Course Management Agreement

**AMENDMENT NO. 4
TO GOLF COURSE MANAGEMENT AGREEMENT**

This Amendment No. 4 ("Amendment 4") to Golf Course Management Agreement ("Agreement") is made and entered as of the 1st day of July 2021 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation, and LANDMARK GOLF MANAGEMENT, LLC. ("Manager").

RECITALS

WHEREAS, on or about July 1, 2013, the City and Manager entered into an Agreement to provide services related to managing golf course operations at SilverRock Resort; and

WHEREAS, on or about July 1, 2018, the City and Manager executed Amendment No. 1 and mutually agreed to amend Section 4.1.1 increasing the Management Fee for a total not to exceed amount of \$114,000, and to extend the term for one additional year from July 1, 2018 until June 30, 2019 ("Extended Term"); and

WHEREAS, on or about June 19, 2019, the City and Manager executed Amendment No. 2 and mutually agreed to amend:

- Section 2.2 Management Term by extending the Term for one additional year, from July 1, 2019 to June 30, 2020 ("Extended Term"); and
- Section 3.10.1 Capital Improvement Funds by suspending deposit from the Golf Course Accounts for the 2% Capital Improvement Funds until June 30, 2020; and
- Section 4.1.1 Management Fee by increasing the annual management fee by 4% for a total not to exceed amount of \$119,000 for fiscal year 2019/21; and
- Section 8.1 Termination by City by granting the City sole discretion, without penalty or cause to terminate the Agreement on any date after June 30, 2020 with a minimum sixty (60) day prior Written Notice on early termination to Landmark.

WHEREAS, on or about June 16, 2020, the City and Manager executed Amendment No. 3 and mutually agree to amend:

- Section 2.2 Management Term by extending the Term for one additional year, from July 1, 2020 to June 30, 2021 ("Extended Term"); and

- Section 4.1.1 Management Fee by decreasing the annual fee by 5% to a total not to exceed amount of \$112,632 for fiscal year 2020/21.

WHEREAS, City and Manager would like to execute Amendment No. 4 and mutually agree to extend the term of the Agreement for one additional year, from July 1, 2021 to June 30, 2022 ("Extended Term") pursuant to Section 2.2 Management Term; and

WHEREAS, City and Manager mutually agree to reinstate deposits from the Golf Course Accounts for the 2% Capital Improvement Funds pursuant to Section 3.10.1 Capital Improvement Funds until June 30, 2022; and

WHEREAS, City and Manager mutually agree to amend Section 4.1.1 Management Fee by implementing an annual increase to the Management Fee, reinstating it to the previous not to exceed annual amount of \$118,560 for fiscal year 2021/22; and

WHEREAS, Section 8.1 Termination by City was amended via Amendment No. 2 to change the date by which the City, in its sole discretion, without penalty or cause, may terminate the Management Term on any date after June 30, 2020, with a minimum sixty (60) day prior Written Notice on early termination to Landmark, and will remain in full force and effect.

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:

2.2 Management Term

The Management Term shall commence July 1, 2021. The Management Term and this Agreement shall end on June 30, 2022. The City has the option to renew the contract for one (1) additional one-year extension.

3.10.1 Capital Improvement Funds

City shall reinstate deposits from the Golf Course Accounts for the 2% Capital Improvement Funds until June 30, 2022.

4.1.1 Management Fees

Manager shall receive from City an annual Management Fee in the amount of One Hundred and Eighteen Thousand Five Hundred and Sixty Dollars (\$118,560) until expiration of the Agreement.

In all other respects, the Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 shall remain in effect.

IN WITNESS WHEREOF, the City and Manager have executed this Amendment No. 4 to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA
a California municipal corporation
and Charter City

LANDMARK GOLF MANAGEMENT, LLC

By: _____
Jon McMillen, City Manager

By: _____
Andy Vossler, President & CEO

Date: _____

Date: _____

ATTEST:

Monika Radeva, Deputy 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: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 3 TO JOINT-USE LEASE AGREEMENT WITH DESERT SANDS UNIFIED SCHOOL DISTRICT FOR PUBLIC SAFETY IMPROVEMENTS TO THE SPORTS COMPLEX

RECOMMENDATION

Approve Amendment No. 3 to Joint-Use Lease Agreement with Desert Sands Unified School District for public safety improvements to the Sports Complex; and authorize the City Manager to execute the Amendment.

EXECUTIVE SUMMARY

- The Sports Complex is owned by Desert Sands Unified School District (DSUSD).
- The Sports Complex is used by more than 1,000 children participating in after school sports in the evenings and weekends throughout the year.
- The Sports Complex has been subject to wire theft.
- Amendment No. 3 to the Joint-Use Lease Agreement (Attachment 1) will allow installation of Public Safety Cameras at the Sports Complex as part of the City's Public Safety Camera System (PSCS) to mitigate future security, health and safety problems.

FISCAL IMPACT

None for this action. The PSCS was approved and budgeted as part of Fiscal Year 2020/21 Capital Improvement Program.

BACKGROUND/ANALYSIS

In 1987, DSUSD and City entered a Joint-Use Lease agreement for the joint use of the La Quinta Sports Complex. This facility is used by La Quinta sports associations and maintained by the City. As part of the agreement, the City has continued to make improvements to increase security and safety. In 2013, the City renovated and expanded the sports lighting to increase the use of the park in the evenings. To continue providing a safe environment for the public and to

protect city property, the City approved the installation of four safety cameras at the Sports Complex as part of the City's PSCS Capital Improvement Program. The PSCS cameras will be installed and used according to the City's PSCS's Policies and Procedures.

In the last two years, the park has been subject to wire theft on four occasions, causing disruption to youth sports and costing the city approximately \$22,000 dollars in damage. The four safety cameras will be located along the perimeter of the parking lot (Attachment 2).

Amendment No. 3 has been reviewed by DSUSD staff and is scheduled to be presented to the Desert Sands Unified Board of Trustees on June 8, 2021. This amendment to the Joint-Use Lease agreement will allow the City to make these improvements on school property.

ALTERNATIVES

As the installation of the safety camera systems at the Sports Complex is intended to mitigate potential security, health and safety issues, staff recommends no alternatives.

Prepared by: Martha Mendez, Public Safety Manager

Approved by: Chris Escobedo, Community Resources Director

Attachments: 1. Amendment No. 3 to Joint-Use Lease Agreement
2. Sports Complex Camera Location Map

**AMENDMENT NO. 3 TO
DESERT SANDS UNIFIED SCHOOL DISTRICT
LA QUINTA JOINT-USE LEASE (SPORTS COMPLEX)**

This AMENDMENT NO. 3 TO DESERT SANDS UNIFIED SCHOOL DISTRICT LA QUINTA JOINT-USE LEASE (SPORTS COMPLEX) ("Amendment No. 3") is made and entered into as of the ___ day of June, 2021 ("Effective Date") by and between the City of La Quinta a California municipal corporation (as "Lessee") and Desert Sands Unified School District (as "Lessor").

RECITALS

WHEREAS, on or about November 3, 1987, the Lessee and Lessor entered into that certain DESERT SANDS UNIFIED SCHOOL DISTRICT LA QUINTA JOINT-USE LEASE (SPORTS COMPLEX) (the "Original Sports Complex Lease") for the joint use of certain sports complex premises (defined therein as the "Premises" and generally referred to as the "Sports Complex") owned by the Lessor, along with other terms and conditions (including operations and maintenance provisions), with the term of the Lease set to expire on November 2, 2027; and

WHEREAS, on or about November 3, 1987, the Lessee and Lessor entered into that certain DESERT SANDS UNIFIED SCHOOL DISTRICT LA QUINTA JOINT-USE LEASE (ADJACENT PARKLANDS) (the "Adjacent Parklands Agreement"), for the joint use of certain lands described therein, along with other terms and conditions (including operations and maintenance provisions), with the term of that agreement set to expire on November 2, 2027; and

WHEREAS, on or about August 7, 1990, Lessee and Lessor entered into that certain Agreement ("Maintenance Agreement") for the operations and maintenance of facilities, to be addressed and decided on annually, in accordance with Sections 17 and 11, respectively, of the Original Sports Complex Lease and Adjacent Parklands Agreement; and

WHEREAS, that certain First Amendment to Maintenance Agreement, executed on or about November 1, 1994, amended the Maintenance Agreement provisions in Section 17 of the Original Sports Complex Lease to address perceived and actual needs of both parties with respect to the operation and maintenance of the Sports Complex; and

WHEREAS, that certain AMENDMENT NO. 1 TO DESERT SANDS UNIFIED SCHOLL DISTRICT LA QUINTA JOINT-USE LEASE (SPORTS COMPLEX) ("Amendment No. 1") executed on or about April 14, 2010, amended the Original Sports Complex Lease to, among other amendments, (1) Memorialize the "Term" of the Original Sports Complex Lease for a period of forty (40) years commencing from November 3, 1987,, which may be extended for one additional term of forty (40) years by mutual agreement of the parties; (2) Clarify use terms between the parties; and (3) Renovate core areas of the Sports Complex; and

WHEREAS, that certain AMENDMENT NO. 2 TO DESERT SANDS UNIFIED SCHOOL DISTRICT LA QUINTA JOINT-USE LEASE (SPORTS COMPLEX) ("Amendment No. 2") executed on or about January 22, 2013, amended the Original Sports Complex Lease, as amended by Amendment No. 1, to make improvements to, renovate, and expand the sports lighting at the Sports Complex and to make certain additional administrative amendments; and

WHEREAS, the Original Sports Complex Lease, Amendment No. 1, and Amendment No. 2 are collectively referred to as the "Lease"; and

WHEREAS, the Lessee and Lessor mutually agree to make public safety improvements to the Sports Complex and amend Section 5 of the Original Sports Complex Lease, as more particularly set forth in herein.

AMENDMENT

In consideration of the foregoing Recitals, which are a substantive part of this Amendment No. 3 and incorporated herein, 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. Miscellaneous Facility Improvements. Section 5 of the Original Sports Complex Lease is struck in its entirety and is amended to read as follows:
 5. Miscellaneous Facility Improvements. In addition to the improvements described in Exhibit "A" of the Original Sports Complex Lease, Lessor shall construct for utilization by Lessor and Lessee the following improvements which are intended to mitigate

potential security, health and safety problems which may arise from use of the Site including but not limited to:

- a. Fencing;
- b. Parking, a park site concession stand and maintenance/storage facilities;
- c. Permanent Restrooms – portable restrooms shall not be allowed; use of school restrooms shall not be allowed except for functions during which school buildings are utilized;
- d. Multi-purpose building;
- e. Separate utility service and metering;
- f. Amphitheater; and
- g. Garbage dumpsters and wall enclosures.

Additionally, Lessee shall construct for utilization by Lessee the following improvements which are intended to mitigate potential security, health and safety problems which may arise from use of a portion of the Site defined as the Premises:

- a. Public safety camera system (“PSCS”) – Lessee shall install and maintain PSCS cameras on the Premises according to the City’s PSCS Policies and Procedures, adopted pursuant to Chapter 11.100 of the La Quinta Municipal Code, as those Policies and Procedures may be updated from time to time.
2. Except as specifically amended herein, the Lease shall remain in full force and effect in accordance with the terms therein.

[signatures on next page]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Amendment No. 3 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

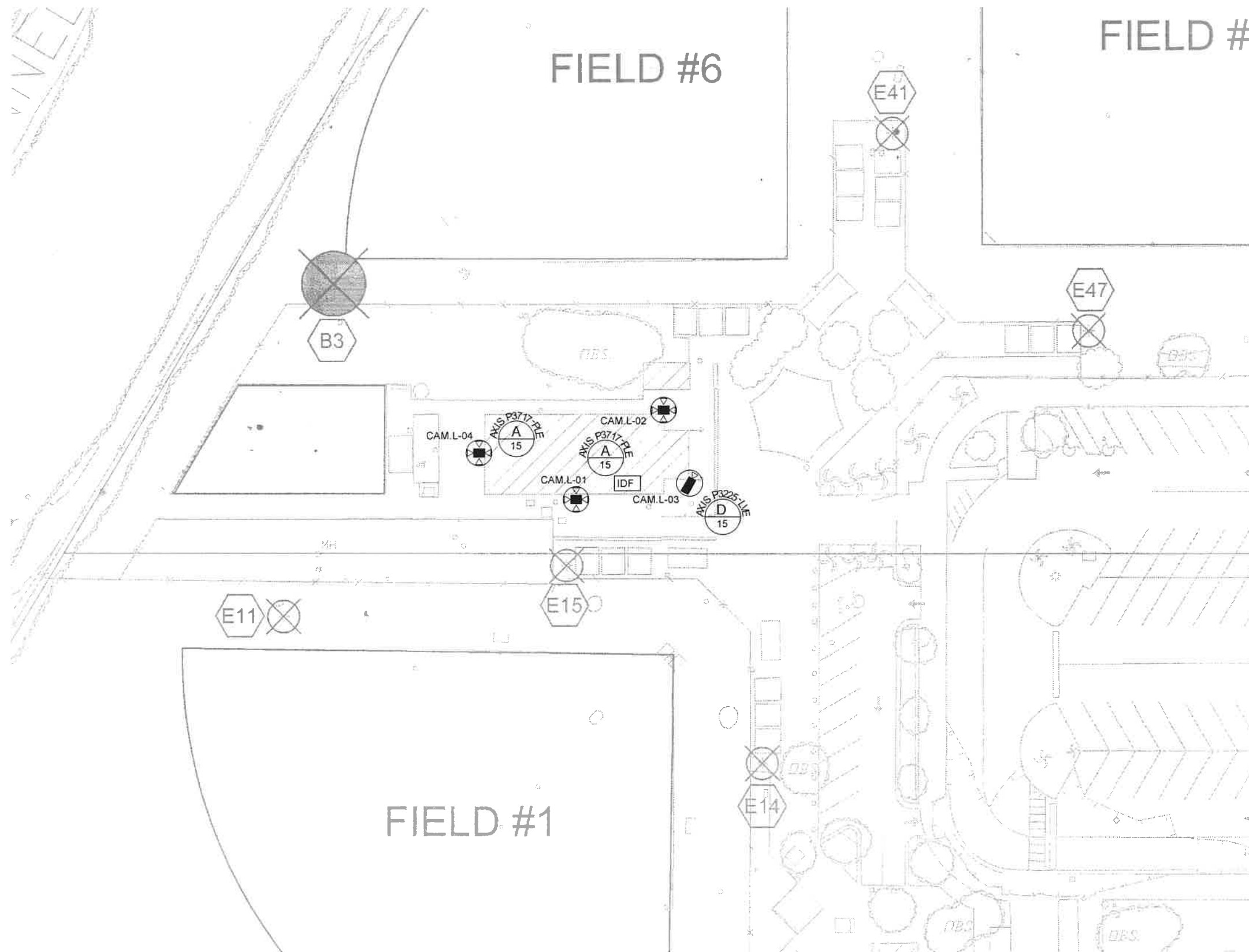
APPROVED AS TO FORM:

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

DESERT SANDS UNIFIED SCHOOL DISTRICT

JORDAN AQUINO, Assistant Superintendent
Desert Sands Unified School District

Dated:_____



PROFESSIONAL STAMP

APPROVED BY CITY OF LA QUINTA

BRYAN MOURNEY PE DATE
PUBLIC WORKS DIRECTOR / CITY ENGINEER
B.C.E. No. 48418 EXP. DATE 08/03/20

CITY OF

VIDEO SURVEILLANCE SYSTEM

REV.	DESCRIPTION	DATE
1	FOR SUBMITTAL	07.13.20

PROJECT NAME
CITY WIDE
CCTV SYSTEM

TITLE
BID SET SUBMITTAL
07.13.20

DRAWING TITLE
LA QUINTA SPORTS
COMPLEX
SITE PLAN
ADDITIVE ALTERNATE

SHEET
19
OF 20

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City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH BENGAL ENGINEERING, INC. FOR WHITEWATER RIVER CHANNEL REGIONAL SCOUR ANALYSIS BETWEEN JEFFERSON STREET AND WASHINGTON STREET GRADE CONTROL STRUCTURES PROJECT NO. 2019-19

RECOMMENDATION

Approve Amendment No. 2 to Agreement for Contract Services with Bengal Engineering, Inc. for Whitewater River Channel Regional Scour Analysis Between Jefferson Street and Washington Street Grade Control Structures Project No. 2019-19; authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- CVWD has required the City to perform a Regional Scour Analysis of the Whitewater River Channel between the Jefferson Street and Washington Street Grade Control Structures (Regional Scour Analysis) to obtain final construction and permanent encroachment permits for the Dune Palms Road Bridge Project (Bridge Project).
- The Regional Scour Analysis is outside of the Bridge Project limits and must be completed as a separate City project due to funding and environmental restrictions.
- Bengal Engineering (Bengal) completed the original hydraulics report for the Bridge Project and has the expertise and historical knowledge to efficiently complete the analysis.
- On December 17, 2019 Council appropriated funding of \$95,965 and approved an Agreement with Bengal Engineering, Inc. in the amount of \$49,965.
- Amendment No. 1 was executed to extend the contract term to June 30, 2021.
- Amendment No. 2 will amend the Scope of Services to include additional services for CVWD coordination and meetings, amend/add exhibits, and revise HEC-RAS hydraulic model channel cross sections per CVWD comments. It will also amend the Contract Sum by \$27,420 and extend the agreement to December 31, 2021.

FISCAL IMPACT

Funds are available in the General Fund Engineering Division Professional Services account for these services (101-7006-60103). The revised total contract amount would be \$77,385.

BACKGROUND/ANALYSIS

As part of the processing of the Hydraulics Report required for the Bridge Project, CVWD's consultant and staff engineers had concerns that as a consequence of removing the existing low-flow crossing, the sandy channel bottom profile will change over time due to the natural sediment transport processes.

For the City to obtain the final construction and permanent encroachment permits for work within the channel right-of-way, CVWD has required the City to perform a Regional Scour Analysis of the channel between the Jefferson Street and the Washington Street Grade Control Structures using the CVWD defined channel equilibrium slope of 0.22%. Without this study, CVWD has informed the City that they will not be able to approve our plans within the channel and thus provide the City with the necessary permits to construct the bridge project. CVWD also requires the City pay for CVWD's consultant review of the Regional Scour Analysis, anticipated to be up to \$20,000 in review fees.

The original Regional Scour Analysis scope is complete. CVWD has completed their review and is requiring additional changes to the analysis document that are considered outside the original scope. These changes in scope include additional background, reiteration of summary, and additional tables to be included in the report; additional exhibits to illustrate the existing and proposed channel conditions; revising the hydraulic model; and additional CVWD coordination for report processing.

ALTERNATIVES

Council could elect not to approve the amendment.

Prepared by: Carley Escarrega, Management Assistant

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

Attachment: 1. Amendment No. 2 with Bengal Engineering, Inc.

ATTACHMENT 1

AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH BENGAL ENGINEERING, INC.

This Amendment No. 2 ("Amendment No. 2") to Agreement for Contract Services ("Agreement") is made and entered into as of the 11th day of May 2021 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and Bengal Engineering, Inc., a California corporation ("Contracting Party").

RECITALS

WHEREAS, on or about December 4, 2019, the City and Contracting Party entered into an Agreement to provide those services related to the Whitewater River Channel Regional Scour Analysis between Jefferson Street and Washington Street Grade Control Structures. The term of the Agreement expires on June 30, 2020 ("Initial Term"); and

WHEREAS, Amendment no. 1 executed on or about June 24, 2020 amended Section 3.4 – Term of the Agreement and extend the Initial Term with one additional year, from July 1, 2020 through June 30, 2021 ("Extended Term").

WHEREAS, Amendment no. 2 will amend the Scope of Services to include additional services for CVWD coordination and meetings, amend report text, amend/add exhibits, and revise HEC-RAS model channel cross sections per CVWD comment; and

WHEREAS, the Contract Sum of the Agreement is being amended by \$27,420 for the additional services being provided; and

WHEREAS, both parties have mutually agreed to extend the Agreement to December 31, 2021; and

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 1.1 – Scope of Services is amended to read as follows:

For the services rendered pursuant to this Agreement, Consultant shall provide additional services outlined in Exhibit "A", dated, attached hereto and made apart hereof.

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

For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount up to but shall not exceed Seventy-Seven Thousand Three Hundred Eighty-Five Dollars (\$77,385.00) (the "Contract Sum") for the life of the Agreement encompassing initial terms and Amendments 1 through 2, except as provided in Section 1.6.

Exhibit B – Budget is amended as attached in "Exhibit B", attached hereto and made apart hereof.

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

Unless earlier terminated in accordance with the provisions of Article 8.0 of this Agreement, the extended term shall terminate on December 31, 2021.

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

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

CITY OF LA QUINTA a California municipal corporation

Dated: _____

Jon McMillen, City Manager
City of La Quinta, California

ATTEST:

Monika Radeva, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

CONTRACTING PARTY: BENGAL ENGINEERING, INC.

By: _____
Name: Scott Onishuk, P.E.

Dated: _____

Title: Principal in Charge



**EXHIBIT A
SCOPE OF SERVICE**

April 28, 2021

Bryan McKinney P.E., Public Works Director/City Engineer
City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253

RE: Whitewater River Channel Regional Scour Analysis between Jefferson Street and Washington Street Grade Control Structures; City Project 2019-19

Additional Work Request #2

Design for Additional Project Components Requested by CVWD

Dear Mr. McKinney,

This letter proposes a contract revision, "Additional Work Request #2" for your consideration.

Attached please find:

- A. Additional Scope of Services, "Exhibit A", which details the additional scope of work requested by the City of La Quinta / CVWD
- B. Additional Work Request Cost Proposal

The following tasks are included in "Additional Work Request #2":

- 1. CVWD Coordination and Meetings;
- 2. Amend report text;
- 3. Amend / Add exhibits; and
- 4. Revise HEC-RAS model channel cross sections per CVWD comment.

Total Additional Work Request total **\$27,420**

In addition, we ask that the Contract term be extended to **December 31, 2021**.

We look forward to hearing from you,

Scott Onishuk, PE



Background

The following provides a brief history on the processing of the Dune Palms Road Bridge Hydraulics and Hydrology Report (H&H Report) through CVWD. From the current comments provided in the letter dated March 9, 2021 from CVWD (Response Letter), the majority of the required edits can be characterized as formatting, re-iteration of calculation findings in the body of the report, and providing additional exhibits and tables. The requested report corrections as part of the Response Letter will not change the overall findings within the report. We do acknowledge there is an edit to a channel factor that may result in a change to the results in water surface elevation and scour depth, however the change would be considered minor.

The main point of contention between the City and CVWD throughout H&H Report review process has been the determination of the equilibrium slope of the channel between the grade control structures at Washington and Jefferson Streets (Subject Reach) following the removal of the existing low water crossing. The H&H Reports have consistently noted the equilibrium slope as 0.24%. From the initial report review comments, CVWD believed the equilibrium slope was closer to 0.13%. Following the finalization of the CVWD sediment transport analysis, CVWD made a final equilibrium slope determination for the Subject Reach of 0.22%, after over four years of discussion on the topic.

Since the start of the review process for the H&H Report, CVWD has updated three of their key documents associated with stormwater guidance; Ordinance 1234.2 adopted in September 2017 which establishes the regional stormwater facility design standards and development requirements, K-1 Format and Content for Reports Revised January 2020 and K-3 Scour Calculation Guidance revised December 2019. The current H&H Report addresses the updated requirements of Ordinance 1234.2 and guidance K-3 as both items had been discussed between CVWD and Consultant staff following the initial report submittal.

Finally, during our August 21, 2020 coordination call with CVWD, NHC, the City and Consultant team, there was a discussion of the required edits that would be made prior to the resubmittal H&H Report. During that meeting, David Wilson noted he would allow a minimalistic approach to the revised H&H Report, where the report would address all changes from the updated HEC-RAS results, factors and determined equilibrium slope, in lieu of full reformatting and wholesale changes to the report. In addition, it was noted that the Regional Scour Analysis Tech Memo would be attached to the H&H Report as an appendix, rather than integrate the findings into the H&H Report.

The following is a summary of the dates for the H&H Report submittals and CVWD responses.

- 01/15/2015, Initial H&H Report submittal to CVWD
 - 05/28/2015, CVWD H&H comments
- 08/16/2015, 2nd H&H Report submittal to CVWD
 - 10/7/2015, CVWD H&H comments on 2nd Submittal
- 09/12/2016, 3rd H&H Report submittal to CVWD
 - 11/10/2016, CVWD H&H comments on 3rd Submittal
 - 03/02/2017, City Response Letter on 3rd Submittal CVWD Review Letter



- 05/19/2017, CVWD Memo on Guidance for Evaluating the Impact of the Removing the Dune Palms Low Water Crossing
 - 10/20/2017, City Response Letter on CVWD Guidance Memo
 - 12/04/2017, CVWD Response to City Letter on Guidance Memo
 - 09/11/2018, City Response Letter on CVWD Response on Guidance Memo
 - 08/09/2019, City Letter on Follow up of 09/11/2018 letter
 - 08/29/2019, CVWD Response to City Letter 08/09/2019
- 02/11/2019, CVWD Final Report on Whitewater River/ Coachella Valley Stormwater Channel existing sediment transport model. Determination of equilibrium slope of 0.22% made by CVWD.
- 08/21/2020, City / CVWD Video Call on Scour Analysis Tech Memo comment review and final processing of Tech Memo and H&H Report
- 10/08/2020, 4th H&H Report submittal to CVWD (delay due to CVWD finalization of Sediment Transport Model and tentative concurrence on the Regional Scour Analysis Tech Memo Analysis)
 - 03/09/2021, CVWD H&H comments on 4th Submittal

Summary of Requested Report Edits

All corrections in the Response Letter that were noted that are errors due to using an incorrect factor(s) and the supporting calculation will be performed on Bengal's time and are not a part of the request fee to update the H&H Report. Furthermore, within the Response Letter, CVWD was requiring the report conform to the current K-1 report standard formatting. Following a discussion between the City and CVWD on April 27, 2021, it was mutually agreed to eliminate all requests for the H&H Report to conform to the K-1 formatting and report outline standards. Therefore, any reformatting of the H&H Report to conform to the K-1 guidance is not included in the AWR.

The edits to the H&H Report per the Response Letter have been broken down into three main areas; 1) Amend report text; 2) Amend and add exhibits; and 3) Revise HEC-RAS model channel cross sections. The following provides specifics on the edits that will be required to amend the existing H&H Report to address the comments provided in the Response Letter.

Amend Report Text

The H&H Report will be amended to add discussions of the standards, guidelines, hydraulic models and calculation results per the Response Letter including but not limited to the following:

- Current CVWD 100-year plus standard (Ord. 1234.2);
- Equilibrium slope for the project location;
- Appropriate minimum freeboard standards for bridges;
- FEMA minimum freeboard standards for bridges;
- Minimum scour elevation and extent at bridges;



- Confirmation that proposed slope protection depth and extents meet current CVWD guidance;
- Topography of the existing and proposed conditions within the HEC-RAS models;
- Analysis of the topography;
- HEC-RAS model development and adopted parameters for all model runs;
- Water surface profiles;
- Clear comparison of the existing to proposed condition; and
- Identification of any area(s) changes to the water surface elevations.

Additionally, the H&H Report will add the requested data tables along with reiteration of the HEC-RAS results and confirmation of meeting CVWD in conformance with the Response Letter.

Amend / Add Exhibits

The existing exhibits in the H&H Report will be amended to include the requested information per the Response Letter. In addition, a new exhibit will be prepared and included in the report to depict the freeboard in the existing, short term post project and long-term post project conditions. The freeboard exhibit will show each bank on its own profile.

Revise HEC-RAS Model Channel Cross Sections

Noting the past extensive and exhaustive discussions with CVWD and their review consultant on how to edit to the HEC-RAS model to depict the future equilibrium slope condition in the area of the Dune Palms Bridge and prior concurrence by all parties on how to proceed, the HEC-RAS model channel cross sections will be revised in accordance with the process noted in the current response letter. This requested modification to the HEC-RAS model will not change the results of the channel analysis.

Notwithstanding the prior noted factor updates within the calculations, it is our collective opinion that the findings and results provided within the current H&H Report will not substantially change considering and making the edits per the March 2021 CVWD response comments.



Exhibit A:
Scope of Services,
Additional Work Request #2

The following is the scope of work for the additional design and analysis outside of the approved current scope of work. The Hydrology & Hydraulic Study revisions requested by the CVWD will require following tasks to be performed.

Task 1 CVWD Coordination and Meetings

- One additional coordination meeting to discuss report with CVWD; and
- Misc. coordination with CVWD on the report processing.

Task 2 Amend Report text to include:

- Provide discussion of standards, guidelines, hydraulic models and resulting water profiles;
- Reiterate calculation findings within the body of the report; and
- Addition of requested tables.

Task 3 Amend / Add exhibits per the following:

- Amend existing exhibits to conform with new CVWD comments; and
- Prepare new exhibit noting the freeboard distance of the post project channel condition, with a profile for each channel bank.

Task 4 Revise HEC-RAS model channel cross sections per CVWD comment.

Schedule

Following authorization to proceed with the above provided scope, Bengal will deliver the revised report to the City for review within 4 weeks.

Exhibit B

Schedule of Compensation

With the exception of compensation, Additional Services provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Consultant under Amendment 2 to this Agreement is Seventy-Seven Thousand Three Hundred Eighty-Five Dollars (\$77,385.00) ("Contract Sum"). The Contract Sum shall be paid to Consultant in conformance with Section 2.4 of the Agreement.

The following represents the revised contract total of Seventy-Seven Thousand Three Hundred Eighty-Five dollars (\$77,385.00) after the consideration of Amendment 2.

Base Contract Amount: \$49,965.00

Amendment No. 1: \$0.00

Amendment No. 2: \$27,420.00

Revised Contract Total: \$77,385.00

City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH ERIC NELSON DBA RASA FOR ON-CALL MAP CHECKING SERVICES

RECOMMENDATION

Approve Amendment No. 2 to Agreement for Contract Services with Eric Nelson dba RASA for on-call map checking services, for a total not to exceed amount of \$48,000 for fiscal year 2020/21; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- Subdivision Tract and Parcel Maps, legal descriptions and plats for lot line adjustments and parcel mergers must be reviewed by a licensed Land Surveyor for compliance with the Subdivision Map Act, and the Land Surveyor’s Act.
- In 2017 Staff solicited proposals for on-call map checking services from qualified firms; RASA was selected as the best qualified firm and a three-year agreement was executed, ending on June 30, 2020.
- In 2019 Council approved Amendment No. 1 to extend the contract term through June 30, 2022.
- Submittals of maps, lot line adjustments, and parcel mergers have increased in fiscal year 2020/21; Amendment No. 2 requests to increase the not to exceed contract amount for fiscal year 2020/21 from \$40,000 to \$48,000 due to the increased permit activity.

FISCAL IMPACT

Funds are available in the 2020/21 Public Works Map / Plan Checking account (101-7002-60183) and in the Consultants account for these services (101-7002-60104).

	FISCAL YEAR	ANNUAL COMPENSATION
Contract Services Agreement	2017-2018	\$40,000
	2018-2019	\$40,000
	2019-2020	\$40,000
Amendment No. 1	2021-2022	\$40,000
Amendment No. 2	2020-2021	\$48,000
TOTAL CONTRACT COMPENSATION:		\$208,000

BACKGROUND/ANALYSIS

In September 2017, the City received ten proposals in response to the on-call map checking services request for proposals. Staff reviewed the proposals and RASA was selected as the qualified firm; and a three-year Agreement for Contract Services was executed through June 30, 2020.

On December 3, 2019, Council approved Amendment No. 1 to the agreement, extending the term with two additional years, through June 30, 2022, and related additional compensation at \$40,000 per fiscal year.

On-call map checking services including lot line adjustments and parcel mergers have utilized most of the existing contract authority for fiscal year 2020/21. Additional contract authority in the amount of \$8,000 is needed for a total "not to exceed" contract amount for 2020/21 of \$48,000. The monthly invoices would be tracked to ensure that the \$48,000 annual budget for these services is not exceeded.

ALTERNATIVES

Council could elect not to approve the amendment.

Prepared by: Amy Yu, Associate Engineer

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

Attachment: 1. Amendment No. 2 with RASA

ATTACHMENT 1

AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH ERIC NELSON DBA RASA

This Amendment No. 2 ("Amendment No. 2") to Agreement for Contract Services ("Agreement") with Eric Nelson dba RASA is made and entered into as of the 1st day of June 2021 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and Eric Nelson DBA RASA ("Contracting Party").

RECITALS

WHEREAS, on or about November 1, 2017, the City and Contracting Party entered into a three-year Agreement to provide on-call map checking services; and

WHEREAS, the City and Contracting Party executed Amendment No. 1, to extend the Term of the Agreement through June 30, 2022, and allocate additional not to exceed compensation of \$40,000 per fiscal year; and

WHEREAS, the City and Contracting Party mutually agree to increase the not to exceed compensation amount by \$8,000 for fiscal year 2020/2021 due to an increase in permit activity, and amend Section 2.1 Contract Sum to reflect this change.

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

AMENDMENT NO. 2

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

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

For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in an amount not to exceed Forty-Eight Thousand Dollars (**\$48,000**) for fiscal year 2020/21; all other fiscal years shall not exceed Forty Thousand Dollars (**\$40,000**); and, for the life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7.

- 2. "Exhibit B" – Schedule of Compensation is amended as listed in "Exhibit B", attached hereto and incorporated by this reference.

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

IN WITNESS WHEREOF, the City and Contracting Party have executed this Amendment No. 2 to the Agreement for Contract Services on the respective dates set forth below.

CITY OF LA QUINTA
a California municipal corporation

ERIC NELSON dba RASA

Jon McMillen, City Manager
City of La Quinta, California

Eric A. Nelson, Principal

Dated: _____

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

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is Forty-Eight Thousand Dollars (**\$48,000**) for fiscal year 2020/21, all other fiscal years shall not exceed Forty Thousand Dollars (**\$40,000**); and, for the life of the agreement, encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Contracting Party identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

	<u>Initial Term:</u>
"Not to exceed" Year 1 (FY 2017/18):	\$40,000
"Not to exceed" Year 2 (FY 2018/19):	\$40,000
"Not to exceed" Year 3 (FY 2019/20):	\$40,000
	<u>Extended Term:</u>
"Not to exceed" Year 4 (FY 2020/21):	\$48,000
"Not to exceed" Year 5 (FY 2021/22):	\$40,000

Map Check Compensation

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

Tract Maps

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

Parcel Maps

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

Lot Line Adjustment

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

Parcel Mergers

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

Miscellaneous projects, research and reports

\$145.00 per hour

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

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

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

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

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

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

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

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

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

City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE AMENDEMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES WITH MERCHANTS BUILDING MAINTENANCE, LLC FOR CITYWIDE JANITORIAL SERVICES

RECOMMENDATION

Approve Amendment No. 3 to Agreement for Contract Services with Merchants Building Maintenance, LLC for janitorial services, in the amount of \$194,631 for fiscal year 2021/22; and authorize the City Manager to execute the Amendment.

EXECUTIVE SUMMARY

- On June 5, 2018, Council approved a Contract Services Agreement with Merchants Building Maintenance, LLC. (Merchants) for janitorial services.
- The contract expires on June 30, 2021; however, the term allows for four additional one-year extensions.
- Amendment No. 3 (Attachment 1) includes additional services and State mandated minimum wage increases.

FISCAL IMPACT

The total cost for 2021/22 would be \$194,631, a 13% or \$22,657 increase; the annual cost is allocated between the General Fund, Library, and Museum as follows:

	2018/19	2019/20	2020/21	2021/22
General Fund (101-3008-60115)	\$ 121,816	\$ 135,607	\$ 133,314	\$ 153,304
Library (202-3004-60115)	\$ 29,646	\$ 31,733	\$ 30,459	\$ 32,527
Museum (202-3006-60115)	\$ 7,909	\$ 8,376	\$ 8,201	\$ 8,800
TOTAL	\$ 159,371	\$ 175,716	\$ 171,974	\$ 194,631

BACKGROUND/ANALYSIS

On June 5, 2018, Council awarded the citywide janitorial services contract to Merchants. The contract allows for four one-year extensions.

In May 2019, Amendment No. 1 was approved for a one-year extension for year-round janitorial services and included additional services for the Fritz Burns pool building, bi-monthly window cleaning at the Wellness Center, and State mandated prevailing wage increases.

In May 2020, Amendment No. 2 was approved for a one-year extension for year-round janitorial services and included additional services for the Cove Restroom, and State mandated prevailing wage increases.

Amendment No. 3 would include a one-year extension for year-round janitorial services with the addition of the Civic Center Park restrooms, the Silver Rock event site restrooms, the Silver Rock event site building in the amount of \$9,828, and State mandated minimum wage increase in the amount of \$12,829.

Based on Merchants performance, staff recommends extending the contract for 2021/22.

ALTERNATIVES

Council may elect not to approve the contract amendment and direct staff to re-advertise for citywide janitorial services.

Prepared by: Alfred Berumen, Management Analyst

Approved by: Tony Ulloa, Deputy Director

Attachment: 1. Amendment No. 3 to Contract Services Agreement

ATTACHMENT 1

**AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT
WITH MERCHANTS BUILDING MAINTENANCE, LLC**

This Amendment No. 3 ("Amendment No. 3") to Contract Services Agreement ("Agreement") is made and entered into as of the 1st day of July, 2021 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and Merchants Building Maintenance, a Janitorial Service ("Contracting Party").

RECITALS

WHEREAS, on or about July 1, 2018, the City and Contracting Party entered into an Agreement to provide janitorial services for City facilities, for a total not to exceed amount of \$159,371. The term of the Agreement expired on June 30, 2019; and

WHEREAS, the City and Contracting Party executed Amendment No. 1 and mutually agreed to extend the term of the Agreement for one additional year, from July 1, 2019 to June 30, 2020 ("Extended Term"), and amend the scope of services to include year-round maintenance of the Fritz Burns Pool building and bi-weekly window cleaning of the Wellness Center, for additional annual compensation of \$175,716, which includes a State mandated prevailing wage increase of \$8,759 ($\$159,371 + \$7,586 + \$8,759 = \$175,716$); and

WHEREAS, the City and Contracting Party mutually agree to amend Section 1.1 – Scope of Services to include year-round maintenance of the Cove Restroom for additional annual compensation of \$4,602 pursuant to Section 2.3 Compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum; and

WHEREAS, the City and Contracting Party executed Amendment No. 2 and mutually agreed to extend the term of the Agreement for one additional year in accordance with Section 3.4 – Term, from July 1, 2020 to June 30, 2021 ("Extended Term"), and increase Section 2.1 Contract Sum to a total not to exceed amount of \$507,061, adding an annual compensation for FY 2020/21 of \$171,974, which included a State mandated prevailing wage increase of \$11,600 ($\$160,374 + \$11,600 = \$171,974$); and

WHEREAS, the City and Contracting Party mutually agree to extend the term of the Agreement for one additional year, from July 1, 2021 to June 30, 2022 ("Extended Term"), and amend the scope of services to include year-round maintenance of the Silver Rock Event site restrooms and the Modular Events Building and year-round maintenance of the Civic Center restrooms, for additional annual compensation of \$181,802 which includes a State mandated minimum wage increase of \$12,829 (\$171,974 + \$9,828 + \$12,829 = \$194,631);

WHEREAS, Section 2.1 - Contract Sum shall be amended by an additional \$194,631 to include compensation for the additional service listed above, for a total not to exceed amount of \$701,692:

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 1.1; Scope of Services is amended pursuant to the attached "Exhibit A," incorporated herewith by this reference.
2. Section 2.1; Contract Sum is amended by an additional \$194,631 for a total not to exceed amount of \$701,692 as listed in revised "Exhibit B," attached hereto, and incorporated herewith by this reference.

Initial term (July 1, 2018 – June 30, 2019)	\$159,371
Extended Term (July 1, 2019 – June 30, 2020)	\$175,716
Extended Term (July 1, 2019 – June 30, 2020)	\$171,974
Extended Term (July 1, 2021 – June 30, 2022)	<u>\$194,631</u>
Total not to exceed amount:	\$701,692

3. Section 3.4; Term, is extended for one additional year from July 1, 2021 to June 30, 2022 ("Extended Term"), unless earlier terminated in accordance with Sections 8.8 or 8.9 of the Agreement.

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

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 3 to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA,
a California municipal corporation

**MERCHANTS BUILDING
MAINTENANCE, LLC**

JON MCMILLEN, City Manager
City of La Quinta, California

Angel Meza, Regional Vice President

Dated: _____
ATTEST:

Dated: _____

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

Exhibit A Scope of Services

Section 1.1 Scope of Services is amended to include additional services.

Additional Services

- Civic Center Park Restrooms – Year-round maintenance of restrooms
- Silver Rock Event Site Restrooms – Year-round maintenance of restrooms
- Silver Rock Event Site Building – As needed cleaning schedule

Exhibit B
Schedule of Compensation

With the exception of compensation, Additional Services provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Amendment No. 3 in Fiscal Year 2021/2022 is One Hundred, Ninety-four Thousand, Six Hundred and Thirty-One Dollars (\$194,631) ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in conformance with Section 2.2 of the Agreement.

Exhibit B Schedule of Compensation

FISCAL YEAR 2021-2022						
ITEM NO.	LOCATION	TIMES PER WEEK	TOTAL PER MONTH IN DOLLARS	PER YEAR	SQUARE FEET	NUMBER OF RESTROOMS
1a	City Hall 78495 Calle Tampico Mon.-Fri. After 5:30 p.m.	5	\$5,357.56	\$64,290.72	48,400	WOMEN - 5 Toilets - 20 Urinals - 4
1b	City Hall Patios After 5:30 p.m.	1	\$44.90	\$538.80	1,301	
1c	City Hall Emergency Operations Center, Stairwells Front and Back & Hallways (Archive room NOT include) After 5:30 p.m.	1	\$180.40	\$2,164.80	3,100	MEN - 1 WOMEN - 1 Toilets - 3 Urinals - 1
2a	Library Book & Office Areas 78275 Calle Tampico Sun. - Sat. After 7 p.m.	7	\$2,443.90	\$29,326.80	16,000	MEN - 1 WOMEN - 1 Toilets - 5 Urinals - 1
2b	Library Classroom & Community Room with Kitchen	7	\$266.76	\$3,201.12	2,000	
2c	Outside Library Restrooms as needed after events (Flat Rate/2 week notice) Lock Restrooms after Cleaning	N/A	\$43.50	Reimbursed by Renters	160	MEN - 1 WOMEN - 1 Toilets - 2
3a	Wellness Center 78450 Avenida La Fonda Mon-Fri After 10 p.m	7	\$2,598.74	\$31,184.88	16,240	MEN - 2 WOMEN - 2 SHARED - 1 Toilets - 10 Urinals - 2
3b	Wellness Center/ Multi-purpose Area as needed after events (Flat Rate/2 week notice)	N/A	\$211.49	Reimbursed by Renters	16,240	MEN - 2 WOMEN - 2 SHARED - 1 Toilets - 10 Urinals - 2
3c	Wellness Center Patios After 10 p.m	1	\$93.70	\$1,124.40	2,500	
ITEM NO.	LOCATION	TIMES PER WEEK	TOTAL PER MONTH IN DOLLARS	PER YEAR	SQUARE FEET	NUMBER OF RESTROOMS
4a	Museum 77885 Avenida Montezuma Mon. - Fri. After 9:30 p.m.	5	\$727.08	\$8,724.96	8,800	MEN - 1 WOMEN - 1 SHARED - 1 Toilets - 6 Urinals - 1
4b	Museum Meeting Room/ Special Cleaning as needed after events (Flat Rate/2 week notice)	N/A	\$104.53	Reimbursed by Renters	1,000	
5	Public Works Yard (Offices & Restrooms) 78109 Avenue 52 Mon-Fri After 5:30 p.m	5	\$381.32	\$4,575.84	1,900	SHARED - 2
6	Sports Complex 78900 Avenue 50 Mon-Sat After 10 p.m. Lock Restrooms after Cleaning	6	\$655.41	\$7,864.92	880	MEN - 3 WOMEN - 3 Toilets - 6 Urinals - 3
7	Fritz Burns Park Restrooms 78060 Frances Hack Lane Sun-Sat 12 p.m. & after 10 p.m. Lock Restrooms after cleaning	7	\$411.21	\$4,934.52	400	MEN - 1 WOMEN - 1 Toilets - 2

Exhibit B Schedule of Compensation

8	Colonel Mitchell Paige Restrooms 43495 Palm Royal Drive Mon-Fri After 10 p.m. (Sept 1 – Nov 30)	5	\$314.10	\$942.30	125	MEN - 1 WOMEN - 1 Toilets - 2 Urinals - 1
	Sat after 10 p.m. (Sept 1-June 1) Lock Restrooms After Cleaning	6	\$361.20	\$3,250.80		
9	La Quinta Park Restrooms 79120 Blackhawk Way Sun-Sat @ 12p.m. & after 10 p.m. Lock Restrooms After Cleaning	7	\$427.67	\$5,132.04	380	MEN - 1 WOMEN - 1 Toilets - 6 Urinals - 1
10	La Quinta Park, New Restrooms 71290 Blackhawk Way Sun-Sat @ 12 p.m. and After 10 p.m. Restroom/After Hours Cleaning	6	\$427.67	\$5,132.04	220	MEN - 1 WOMEN - 1 Toilets - 6 Urinals
11	La Quinta Park Snack Bar 79120 Blackhawk Way Annual Super Cleaning-August	N/A	\$302.53	\$302.53	220	
12	Fritz Burns Pool Restroom & Offices 78060 Frances Hack Lane Monday through Saturday	6	\$574.58	\$6,894.96	990	MEN - 1 WOMEN - 1 Toilets - 5 Urinals - 1
13	La Quinta Park Snack Bar 79120 Blackhawk Way Annual Super Cleaning-August	N/A	\$302.53	\$302.53	220	
14	The Cove Restroom	7	\$409.50	\$4,914.00		
15	Civic center Park Restrooms	7	\$409.50	\$4,914.00		
16	Silver Rock Restrooms	7	\$409.50	\$4,914.00		
17	Silver Rock Events	7	\$193.67	Reimbursed by Renters		
			\$16,494.70	\$194,630.96		
			TOTAL PER MONTH	TOTAL PER YEAR		

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City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH JOE A. GONSALVES & SON FOR GOVERNMENT RELATIONS AND LOBBYIST SERVICES

RECOMMENDATION

Approve an agreement for contract services related to government relations and lobbyist services with Joe A. Gonsalves & Son in an amount not to exceed \$42,000 annually for the term of the agreement, encompassing the initial term of three (3) years, and optional extension of two (2) additional years; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- In 2015, the City entered into an agreement with Joe A. Gonsalves & Son (Gonsalves) for government relations and lobbyist services to advance the City’s guiding legislative principles.
- The current contract with Gonsalves will expire on June 30, 2021.
- Staff published a Request for Proposals (RFP) for government relations and lobbyist services beginning April 16, 2021, through May 7, 2021; one proposal was received from Gonsalves.
- Staff has reviewed the proposal and recommends Council approve a renewed Contract with Gonsalves as the City’s lobbyist.

FISCAL IMPACT

The annual cost is not-to-exceed \$42,000 per year (\$3,500 monthly). The total contract cost is not-to-exceed \$126,000 for the initial contract term of three years. An optional extension of two years is available, with the same terms for a total of \$84,000. Funds are available in the General Fund budget (101-1002-60101, Contract Services, Administrative). Cost summary for the services are as follows:

YEAR	MONTHLY BASE	ANNUAL BASE
2021/2022	\$3,500	\$42,000
2022/2023	\$3,500	\$42,000

2023/2024	\$3,500	\$42,000
INITIAL 3-YEAR TERM		\$126,000
2024/2025	\$3,500	\$42,000
2025/2026	\$3,500	\$42,000
OPTIONAL EXTENSION (2-YEARS)		\$84,000
TOTAL CONTRACT NOT TO EXCEED		\$210,000

BACKGROUND/ANALYSIS

In 2015, the City issued an RFP to identify a strategic partner that would bolster legislative efforts, identify trends in the legislative arena, and assist the City in crafting a larger strategy to advance the City’s guiding legislative principles. After review of several qualified proposals received, staff coordinated interviews with three of the top firms and Council. Joe A. Gonsalves & Son was awarded a contract to provide lobbyist services.

Since contracted, Gonsalves has provided weekly phone and email updates with staff, Legislative Reports with an overview and status of bills relevant to local government and the City, strategic and tactical guidance on legislative matters, legislative support correspondence, and rapid response to requests and needs, as necessary.

As the existing contract for these services is set to expire June 30, 2021, the City issued an RFP inviting all qualified firms to respond. After closing the bidding process, staff received one proposal from the incumbent, Gonsalves. The services provided as the City’s existing lobbyist have been considered excellent and therefore staff recommends approval of this contract to renew a partnership for continued services.

Upon the Council’s approval, the initial term of this Agreement would begin July 1, 2021, and expire on June 30, 2024, with an option to renew for one extension, allowing for an additional two (2) years (Attachment 1). The City has the right to terminate the Agreement at any time with a 30-day written notice.

ALTERNATIVES

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

Prepared by: Doug Kinley III, Management Specialist

Approved by: Jon McMillen, City Manager

Attachment: 1. Agreement for Contract Services

ATTACHMENT 1

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and JOE A. GONSALVES & SON ("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 government relations and lobbyist 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 Forty Two Thousand Dollars (\$42,000.00) per year for the life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of

Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

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

3. PERFORMANCE SCHEDULE.

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

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

time period specified in the Schedule of Performance may be approved in writing by the Contract Officer or assigned designee.

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

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July 1, 2021, and terminate on June 30, 2024 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term").

4. COORDINATION OF WORK.

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

- (a) Anthony D. Gonsalves, President
Tel No.: (916) 441-0597
E-mail: Gonsalves@Gonsalvi.com
- (b) Jason A. Gonsalves, Vice President
Tel No.: (916) 441-0597
Email: Gonsalves@Gonsalvi.com

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer", otherwise known as the City Manager 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: Gilbert Villalpando
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

JOE A. GONSALVES & SON
Attention: Anthony Gonsalves
925 L Street, Suite 250
Sacramento, California 95814-3766

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LA QUINTA,
a California Municipal Corporation

CONTRACTING PARTY:

By: _____

Name: _____

Title: _____

JON McMILLEN, City Manager
City of La Quinta, California

Dated: _____

ATTEST:

By: _____

Name: _____

Title: _____

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

Exhibit A Scope of Services

Services to be provided:

- Act as the City's official legislative advocate with the California State Legislature and State Agencies;
- Develop, coordinate and implement a government relations strategy subject to approval by the City and assist with special projects;
- Review all bills introduced to the California Legislature and inform the City of all such legislation affecting its interests and forward weekly a report to the City;
- Assist in identifying and obtaining state funding available for City programs and proposed capital projects;
- Provide a monthly written summary during the legislative session and at other times if significant activity warrants it;
- Assist City in development and execution of appropriate documents, grants and other funding application requirements;
- Arrange meetings with the legislative representatives for both City elected officials and staff when necessary;
- Initiate legislative proposals on behalf of the City;
- Attend and provide testimony on behalf of the City in legislative hearings; and
- Prepare all necessary documents for State compliance for these services.

[See Attached]



Joe A. Gonsalves & Son

Anthony D. Gonsalves

Jason A. Gonsalves

Paul A. Gonsalves

PROFESSIONAL LEGISLATIVE REPRESENTATION

925 L ST. · SUITE 250 · SACRAMENTO, CA 95814-3766

916 441-0597 · FAX 916 441-5061

Email: gonsalves@gonsalvi.com

SERVICES

Our firm lists our scope of services in very general terms. We purposely do this to ensure that each client has the flexibility to request any assistance you may require in Sacramento, such as setting up meetings with the appropriate legislators, Governor's office or the various state departments.

We often times tell our clients that our expertise is the legislative and regulatory process; it is our ongoing communication with your management staff that provides us with a clear understanding of the many issues we expect to provide assistance on. Our firm prides itself on being upfront and honest with the Members of the Legislature, which ensures we will never do anything to embarrass ourselves or your City.

Our firm works at the direction of your City's management team to ensure a high level of Legislative and Administrative success in Sacramento. We utilize every asset available to us and we personally meet with each Member of the Legislature, their staff, the Governor's office and Administration to ensure such success.

Relationships and respect matter in Sacramento and we are extremely proud of the personal and professional relationships we have with the Executive Branch, State Agencies as well as the members of the Legislature. Our long-standing presence in Sacramento enables us to successfully represent your City.

Our firm reads every introduced bill, all subsequent amendments and sends all bills of interest to your City throughout the year. In addition, we provide the City a "weekly report" with the status of all bills either watched, supported and/or opposed by the City. In addition, as the legislative proposals develop, we will provide you with fact sheets and analysis of the bills affecting your City.

Additionally, we actively sponsor bills on behalf of our client's as well as maintain a constant line of communication with the Members of the Legislature and their staff to ensure we are apprised of upcoming proposals.

Our firm will assist in preparing written correspondence on any/all issues of importance to the City. That said, we do not unilaterally adopt positions on behalf of the City. We work very closely with the City's management team under the direction of the Mayor and Council.

Whenever the City adopts a position on legislation and/or proposed regulations, we cover all bases. We meet with the Author's office, the Committee Consultants (both Democrat and Republican), Legislative Leadership, all pertinent stakeholders, and provide testimony in each Committee in order to ensure the City's position is known and ultimately supported.

In addition, we proactively identify any/all funding opportunities for your City. We recommend the City continue to request our firm set-up a series of "action days" in Sacramento to meet with the various State Agencies and Legislative Committees to seek their input on any funding opportunities that may be available.

We actively participate in Sacramento's ongoing activities and we coordinate with the City's management team to determine your legislative priorities and provide you with regular updates/"weekly reports" of said priorities specific to the city of La Quinta.

Our firm is extremely confident in our ability to meet the intent and scope of work outlined in your proposal. Once we have received direction from your City and the facts regarding a specific matter, we will immediately work with your staff on the following steps:

- Identify potential Legislators whom can support our cause.
- Meet with the members of the Legislature.
- Meet with the pertinent committee consultants.
- Identify and meet with interest groups, lobbying firms and/or coalitions who can be supportive.
- Identify and meet with interest groups, lobbying firms and/or coalitions who may be in opposition. More than likely we have a personal relationship with the opponents and or the firms that represent them and by reaching out early we find we are able to neutralize organizations that otherwise may have been opposed.
- Assuming legislation is necessary, we will meet with each Member of the various committees the legislation will be referred to in an effort to secure their support for our position prior to each hearing.

Ongoing communication with the City enables our success. We make ourselves available at the City's convenience and we will continue to work proactively with the City's management team on the development and most importantly, successful implementation of the City's Legislative Priorities.

Our entire firm intentionally uses the same gonsalves@gonsalvi.com email address. We do this in order to ensure each member of our firm is aware of the issues of importance as we coordinate our collective efforts. Whenever we take on an issue, all three lobbyists actively advocate on your behalf.

2021 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE ASSEMBLY CHIEF CLERK AND THE OFFICE OF THE SECRETARY OF THE SENATE
Revised 12-18-20

DEADLINES

JANUARY							
	S	M	T	W	TH	F	S
						1	2
Wk. 1	3	4	5	6	7	8	9
Wk. 2	10	11	12	13	14	15	16
Wk. 3	17	18	19	20	21	22	23
Wk. 4	24	25	26	27	28	29	30
Wk. 1	31						

- Jan. 1** Statutes take effect (Art. IV, Sec. 8(c)).
- Jan. 10** Budget must be submitted by Governor (Art. IV, Sec. 12(a)).
- Jan. 11** Legislature reconvenes (J.R. 51(a)(1)).
- Jan. 18** Martin Luther King, Jr. Day.
- Jan. 22** Last day to submit **bill requests** to the Office of Legislative Counsel.

FEBRUARY							
	S	M	T	W	TH	F	S
Wk. 1		1	2	3	4	5	6
Wk. 2	7	8	9	10	11	12	13
Wk. 3	14	15	16	17	18	19	20
Wk. 4	21	22	23	24	25	26	27
Wk. 1	28						

- Feb. 15** Presidents' Day.
- Feb. 19** Last day for bills to be **introduced** (J.R. 61(a)(1), J.R. 54(a)).

MARCH							
	S	M	T	W	TH	F	S
Wk. 1		1	2	3	4	5	6
Wk. 2	7	8	9	10	11	12	13
Wk. 3	14	15	16	17	18	19	20
Wk. 4	21	22	23	24	25	26	27
Spring Recess	28	29	30	31			

- Mar. 25** **Spring Recess** begins upon adjournment (J.R. 51(a)(2)).
- Mar. 31** Cesar Chavez Day observed.

APRIL							
	S	M	T	W	TH	F	S
Spring Recess					1	2	3
Wk. 1	4	5	6	7	8	9	10
Wk. 2	11	12	13	14	15	16	17
Wk. 3	18	19	20	21	22	23	24
Wk. 4	25	26	27	28	29	30	

- Apr. 5** Legislature reconvenes from Spring Recess (J.R. 51(a)(2)).
- Apr. 30** Last day for **policy committees** to meet and report to fiscal committees **fiscal bills** introduced in their house (J.R. 61(a)(2)).

MAY							
	S	M	T	W	TH	F	S
Wk. 4							1
Wk. 1	2	3	4	5	6	7	8
Wk. 2	9	10	11	12	13	14	15
Wk. 3	16	17	18	19	20	21	22
Wk. 4	23	24	25	26	27	28	29
No Hrgs.	30	31					

- May 7** Last day for **policy committees** to meet and report to the floor **non-fiscal bills** introduced in their house (J.R. 61(a)(3)).
- May 14** Last day for **policy committees** to meet prior to June 7 (J.R. 61(a)(4)).
- May 21** Last day for **fiscal committees** to meet and report to the floor bills introduced in their house (J.R. 61(a)(5)).
Last day for **fiscal committees** to meet prior to June 7 (J.R. 61(a)(6)).
- May 31** Memorial Day.

*Holiday schedule subject to final approval by Rules Committee.

JUNE							
	S	M	T	W	TH	F	S
No Hrgs.			1	2	3	4	5
Wk. 1	6	7	8	9	10	11	12
Wk. 2	13	14	15	16	17	18	19
Wk. 3	20	21	22	23	24	25	26
Wk. 4	27	28	29	30			

June 1-4 **Floor session only.** No committee may meet for any purpose except Rules Committee, bills referred pursuant to A.R. 77.2, and Conference Committees (J.R. 61(a)(7)).

June 4 Last day for each house to pass bills introduced in that house (J.R. 61(a)(8)).

June 7 Committee meetings may resume (J.R. 61(a)(9)).

June 15 Budget Bill must be passed by midnight (Art. IV, Sec. 12(c)(3)).

JULY							
	S	M	T	W	TH	F	S
Wk. 4					1	2	3
Wk. 1	4	5	6	7	8	9	10
Wk. 2	11	12	13	14	15	16	17
Summer Recess	18	19	20	21	22	23	24
Summer Recess	25	26	27	28	29	30	31

July 2 Independence Day observed.

July 14 Last day for **policy committees** to meet and report bills (J.R. 61(a)(11)).

July 16 **Summer Recess** begins upon adjournment, provided Budget Bill has been passed (J.R. 51(a)(3)).

AUGUST							
	S	M	T	W	TH	F	S
Summer Recess	1	2	3	4	5	6	7
Summer Recess	8	9	10	11	12	13	14
Wk. 3	15	16	17	18	19	20	21
Wk. 4	22	23	24	25	26	27	28
No. Hrgs.	29	30	31				

Aug. 16 Legislature reconvenes from Summer Recess (J.R. 51(a)(3)).

Aug. 27 Last day for **fiscal committees** to meet and report bills (J.R. 61(a)(12)).

Aug. 30-Sept. 10 **Floor session only.** No committees may meet for any purpose, except Rules Committee, bills referred pursuant to A.R. 77.2, and Conference Committees (J.R. 61(a)(13)).

SEPTEMBER							
	S	M	T	W	TH	F	S
No Hrgs.				1	2	3	4
No Hrgs.	5	6	7	8	9	10	11
Interim Recess	12	13	14	15	16	17	18
Interim Recess	19	20	21	22	23	24	25
Interim Recess	26	27	28	29	30		

Sept. 3 Last day to **amend** bills on the floor (J.R. 61(a)(14)).

Sept. 6 Labor Day.

Sept. 10 Last day for any bill to be passed (J.R. 61(a)(15)). **Interim Recess** begins upon adjournment (J.R. 51(a)(4)).

IMPORTANT DATES OCCURRING DURING INTERIM RECESS

2021

Oct. 10 Last day for Governor to sign or veto bills passed by the Legislature on or before Sept. 10 and in the Governor's possession after Sept. 10 (Art. IV, Sec. 10(b)(1)).

2022

Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).

Jan. 3 Legislature reconvenes (J.R. 51(a)(4)).

*Holiday schedule subject to final approval by Rules Committee.

DEADLINES

JANUARY						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- [Jan. 1](#) Statutes take effect (Art. IV, Sec. 8(c)).
- [Jan. 10](#) Budget must be submitted by Governor (Art. IV, Sec. 12 (a)).
- [Jan. 11](#) Legislature **reconvenes** (J.R. 51(a)(1)).
- [Jan. 18](#) Martin Luther King, Jr. Day.
- [Jan. 22](#) Last day to submit **bill requests** to the Office of Legislative Counsel.

FEBRUARY						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

- [Feb. 15](#) Presidents' Day
- [Feb. 19](#) Last day for bills to be **introduced** (J.R. 61(a)(1), (J.R. 54(a)).

MARCH						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- [Mar. 25](#) **Spring Recess** begins upon adjournment of this day's session (J.R. 51(a)(2)).
- [Mar. 31](#) Cesar Chavez Day.

APRIL						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- [Apr. 5](#) Legislature reconvenes from **Spring Recess** (J.R. 51(a)(2)).
- [Apr. 30](#) Last day for **policy committees** to hear and report to Fiscal Committees **fiscal bills** introduced in their house (J.R. 61(a)(2)).

MAY						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- [May 7](#) Last day for **policy committees** to hear and report to the Floor **non-fiscal** bills introduced in their house (J.R. 61(a)(3)).
- [May 14](#) Last day for **policy committees** to meet prior to June 7 (J.R. 61(a)(4)).
- [May 21](#) Last day for **fiscal committees** to hear and report to the Floor bills introduced in their house (J.R. 61 (a)(5)). Last day for **fiscal committees** to meet prior to June 7 (J.R. 61 (a)(6)).
- [May 31](#) Memorial Day.

* Holiday schedule subject to final approval by Rules Committee

JUNE						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 1-4 Floor Session Only. No committee, other than Conference or Rules, may meet for any purpose (J.R. 61(a)(7)).

June 4 Last day for bills to be **passed out of the house of origin** (J.R. 61(a)(8)).

June 7 Committee meetings may resume (J.R. 61(a)(9)).

June 15 **Budget bill** must be passed by **midnight** (Art. IV, Sec. 12 (c)(3)).

JULY						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July 2 Independence Day observed.

July 14 Last day for **policy committees** to meet and report bills (J.R. 61(a)(10)).

July 16 **Summer Recess** begins upon adjournment of this day's session, provided Budget Bill has been passed (J.R. 51(a)(3)).

Aug. 16 Legislature reconvenes from **Summer Recess** (J.R. 51(a)(3)).

Aug. 27 Last day for **fiscal committees** to meet and report bills to the Floor (J.R. 61(a)(11)).

Aug. 30-Sept. 10 Floor Session only. No committees, other than conference committees and Rules Committee, may meet for any purpose (J.R. 61(a)(12)).

AUGUST						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sept. 3 Last day to **amend** bills on the Floor (J.R. 61(a)(13)).

Sept. 6 Labor Day.

Sept. 10 Last day for **each house to pass bills** (J.R. 61(a)(14)).
Interim Study Recess begins at end of this day's session (J.R. 51(a)(4)).

IMPORTANT DATES OCCURRING DURING INTERIM STUDY RECESS

2021

[Oct. 10](#)

Last day for Governor to sign or veto bills passed by the Legislature on or before Sept. 10 and in the Governor's possession after Sept. 10 (Art. IV, Sec. 10(b)(1)).

2022

[Jan. 1](#)

Statutes take effect (Art. IV, Sec. 8(c)).

[Jan. 3](#)

Legislature reconvenes (J.R. 51 (a)(4)).

** Holiday schedule subject to final approval by Rules Committee

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 annually to be paid to Contracting Party under this Agreement is not to exceed Forty Two Thousand Dollars (\$42,000) (“Contract Sum”). The Contract Sum shall be paid to Contracting Party in installment payments made on a monthly basis and in an amount identified in Contracting Party’s schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

The annual cost is not-to-exceed \$42,000 per year (\$3,500 monthly). The total contract cost is not-to-exceed \$126,000 for the initial contract term of three (3) years. An optional extension of one term for two (2) years is available, with the same terms of the annual not to-exceed amount of \$42,000 per year (\$3,500 monthly), totaling \$84,000. Funds are available in the General Fund budget (101-1002-60101, Contract Services, Administrative).

Cost summary for the services are as follows:

YEAR	MONTHLY BASE	ANNUAL BASE
2021/2022	\$3,500	\$42,000
2022/2023	\$3,500	\$42,000
2023/2024	\$3,500	\$42,000
INITIAL 3-YEAR TERM		\$126,000
2024/2025	\$3,500	\$42,000
2025/2026	\$3,500	\$42,000
OPTIONAL EXTENSION (2-YEARS)		\$84,000
TOTAL CONTRACT NOT TO EXCEED		\$210,000

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.

Exhibit D
Special Requirements

None

Exhibit E
Insurance Requirements

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

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

Must include the following endorsements:

General Liability Additional Insured
General Liability Primary and Non-contributory

Workers' Compensation
(per statutory requirements)

Must include the following endorsements:

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

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

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

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

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

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

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.

b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.

c. Terminate this Agreement.

Exercise 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: June 1, 2021

STAFF REPORT

AGENDA TITLE: AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO UTILIZE PWLC II, INC. FOR ADDITIONAL LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT 89-1 MAINTENANCE SERVICES IN FISCAL YEAR 2020/21

RECOMMENDATION

Authorize the Public Works Department to utilize PWLC II, Inc. for an additional \$75,000 for extra maintenance services within the Lighting and Landscape Assessment District 89-1 during fiscal year 2020/21.

EXECUTIVE SUMMARY

- Per the purchasing policy, amounts paid to vendors/contractors over \$50,000 must be approved by Council.
- The current contract for Project No 2018-30 Lighting & Landscape Assessment District 89-1 Maintenance Services (L&L) allows for the contractor to be paid for extra work as maintenance needs arise throughout the L&L District.
- On July 7, 2020, Council authorized the City to utilize PWLC, Inc. (PWLC) as a single source for landscape maintenance work within the L&L and additional spending authority up to \$100,000.
- Staff requests spending authority for an additional amount of \$75,000 in the 2020/21 fiscal year for additional maintenance services in the L&L.

FISCAL IMPACT

The \$75,000 (total amount \$175,000 in FY 2020/21) would be charged in increments, as needed, to the maintenance services account (215-7004-60691) for additional work within the L&L areas. Should PWLC be awarded any other bid in 2020/21, the amount would be charged to the appropriate account(s).

BACKGROUND/ANALYSIS

PWLC provides quality work and is contracted with the City for L&L landscape maintenance services.

The landscape contract with PWLC allows for extra services on request, such as plant replacement, tree removal, irrigation repairs, and emergency callouts. However, the dollar amount for extra work is not specified.

On July 7, 2020, Council authorized PWLC to be utilized as a single source for landscape refreshing and restoration within the L&L, and additional spending authority up to \$100,000. Staff anticipates additional landscape refreshing and restoration within the L&L maintenance areas in FY 2020/21, and requests authorization to utilize PWLC for an additional amount of \$75,000 for this extra work.

ALTERNATIVES

Staff could request approval from Council for any future work awarded to PWLC on an as-needed basis. However, this approach will delay completion schedules.

Prepared by: Dianne Hansen, Management Analyst

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

City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: AWARD CONTRACT TO ONYX PAVING COMPANY, INC. FOR THE MONROE STREET PAVEMENT REHABILITATION PROJECT NO. 2020-01

RECOMMENDATION

Award a contract to Onyx Paving Company, Inc. in the amount of \$408,000 for the Monroe Street Pavement Rehabilitation Project 2020-01, located between Avenue 52 and Avenue 53 and an additional location near Avenue 61; and authorize the City Manager to execute the contract.

EXECUTIVE SUMMARY

- This project is located at two locations (Attachment 1):
 - Monroe Street from Avenue 52 to Avenue 53 - pulverization, crack fill, and slurry seal the existing pavement on the south bound side of the street.
 - Monroe Street from Avenue 61 to approximately 325 feet north of Avenue 61- pulverization of the existing pavement.
- Onyx Paving Company, Inc. of Anaheim, California, submitted the lowest responsible and responsive bid at \$408,000 (Attachment 2). Additive Alternates 1-2 are not recommended for award. CVWD will self-perform those items.

FISCAL IMPACT

This project is budgeted in the 2020/2021 Capital Improvement Program (CIP) utilizing \$941,000, of which \$257,902 is Measure A Funding and 683,098 is SB1 Road Maintenance Funding. The following is the project budget:

	Total Budget
Professional:	\$ 56,223
Design:	\$ 68,223
Inspection/Testing/Survey:	\$ 63,517
Construction:	\$ 408,000
Contingency:	\$ 345,037
Total Budget:	\$ 941,000

BACKGROUND/ANALYSIS

After receiving many resident concerns, a Geotechnical Report was prepared for Monroe Street between Avenue 52 and Avenue 53 and near Avenue 61. The report recommended to complete a full depth pavement reconstruction between Avenue 52 and Mountain Spur Drive and from Avenue 61 to approximately 325 feet north of Avenue 61. A crack fill and slurry seal are recommended between Mountain Spur Drive and Avenue 53.

On April 19, 2021 staff solicited construction bids from qualified contractors. The City received 7 bids on May 11, 2021. Onyx Paving Company, Inc. of Anaheim, California, submitted the lowest responsible and responsive bid at \$408,000.

Contingent upon approval to award on June 1, 2021, the following is the project schedule:

Council Considers Project Award	June 1, 2021
Execute Contract and Mobilize	June 2 to June 28, 2021
Construction (40 Working Days)	June to August 2021
Accept Improvements	September 2021

ALTERNATIVES

Staff does not recommend alternatives.

Prepared by: Carley Escarrega, Management Assistant

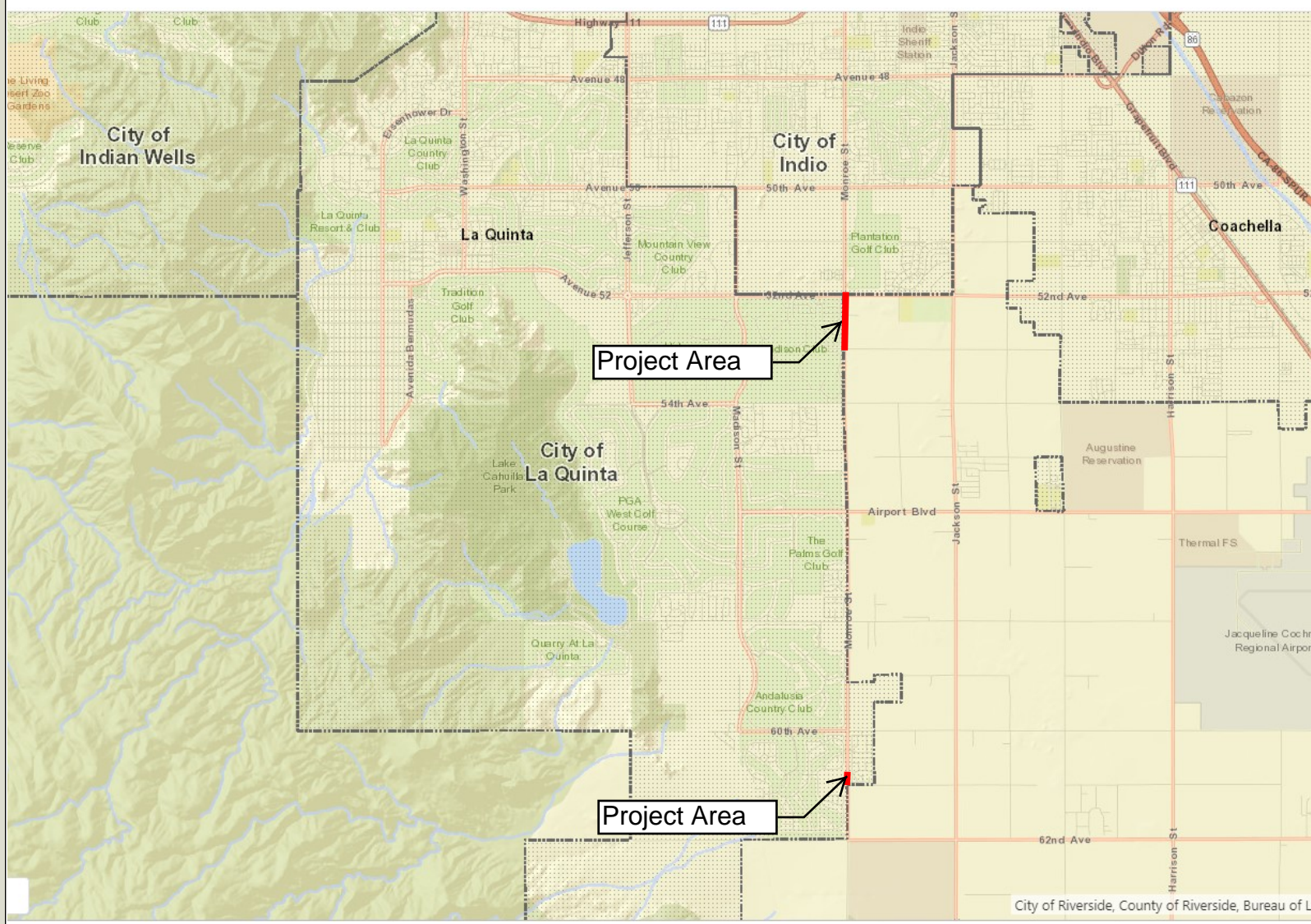
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

Attachments: 1. Vicinity Map
2. Bid Comparison Summary

Attachment 1 - Vicinity Map

Monroe Street Pavement Rehabilitation

ATTACHMENT 1



Legend

- Blueline Streams
- ▤ City Areas
- World Street Map

ATTACHMENT 1



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



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Bid Opening Date: 5/11/2021

Monroe Street Pavement Rehabilitation
City Project No. 2020-01

ATTACHMENT 2

Engineer's Estimate - Base Bid						Onyx Paving Company, Inc.		Granite Construction Company		Hardy & Harper, Inc.		All American Asphalt		Calmex Engineering, Inc.		ATP General Engineering Contractors		Matich Corporation	
Item	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 48,000.00	\$ 48,000.00	\$ 19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00	\$ 21,747.75	\$ 21,747.75	\$ 16,000.00	\$ 16,000.00	\$ 43,400.00	\$ 43,400.00	\$ 17,000.00	\$ 17,000.00	\$ 69,000.48	\$ 69,000.48
2	Traffic Control	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 43,000.00	\$ 43,000.00	\$ 44,000.00	\$ 44,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 43,000.00	\$ 43,000.00	\$ 35,000.00	\$ 35,000.00	\$ 37,000.00	\$ 37,000.00
3	Dust Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.15	\$ 5,000.15	\$ 1,500.00	\$ 1,500.00	\$ 5,499.33	\$ 5,499.33	\$ 3,800.00	\$ 3,800.00	\$ 15,000.00	\$ 15,000.00	\$ 10,700.00	\$ 10,700.00
4	Earthwork	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 76,000.00	\$ 76,000.00	\$ 41,416.75	\$ 41,416.75	\$ 500.00	\$ 500.00	\$ 33,000.00	\$ 33,000.00	\$ 99,700.00	\$ 99,700.00	\$ 15,000.00	\$ 15,000.00	\$ 52,000.00	\$ 52,000.00
5	Pulverize 13" of Road Section - Three Step Process	SF	53,712	\$ 1.00	\$ 53,712.00	\$ 0.69	\$ 37,061.28	\$ 0.45	\$ 24,170.40	\$ 2.50	\$ 134,280.00	\$ 1.85	\$ 99,367.20	\$ 0.70	\$ 37,598.40	\$ 2.55	\$ 136,965.60	\$ 0.81	\$ 43,506.72
6	Place 6" AC Over Pulverized Base	SF	53,712	\$ 4.00	\$ 214,848.00	\$ 2.82	\$ 151,467.84	\$ 4.30	\$ 230,961.60	\$ 3.00	\$ 161,136.00	\$ 3.55	\$ 190,677.60	\$ 3.00	\$ 161,136.00	\$ 3.10	\$ 166,507.20	\$ 3.10	\$ 166,507.20
7	Crack Fill and Type II Slurry Seal	SF	49,389	\$ 2.00	\$ 98,778.00	\$ 0.88	\$ 43,462.32	\$ 0.90	\$ 44,450.10	\$ 1.25	\$ 61,736.25	\$ 0.83	\$ 40,992.87	\$ 1.10	\$ 54,327.90	\$ 1.30	\$ 64,205.70	\$ 1.40	\$ 69,144.60
8	Striping and All Incidentals	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 37,008.56	\$ 37,008.56	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,200.00	\$ 40,200.00	\$ 20,500.00	\$ 20,500.00	\$ 25,000.00	\$ 25,000.00	\$ 39,000.00	\$ 39,000.00
Sub-Total Base Bid:					\$ 525,338.00	\$ 408,000.00	\$ 419,999.00	\$ 420,900.00	\$ 433,737.00	\$ 463,462.30	\$ 474,678.50	\$ 486,859.00							

Bid Alternate No. 1 - Generator						Onyx Paving Company, Inc.		Granite Construction Company		Hardy & Harper, Inc.		All American Asphalt		Calmex Engineering, Inc.		ATP General Engineering Contractors		Matich Corporation	
Item	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Lower Sewer Manhole per CVWD Standards	EA	3	\$ 800.00	\$ 2,400.00	\$ 1,000.00	\$ 3,000.00	\$ 440.00	\$ 1,320.00	\$ 500.00	\$ 1,500.00	\$ 650.00	\$ 1,950.00	\$ 988.00	\$ 2,964.00	\$ 1,000.00	\$ 3,000.00	\$ 1,040.00	\$ 3,120.00
2	Raise Sewer Manhole per CVWD Standards	EA	3	\$ 800.00	\$ 2,400.00	\$ 1,000.00	\$ 3,000.00	\$ 975.00	\$ 2,925.00	\$ 1,700.00	\$ 5,100.00	\$ 1,100.00	\$ 3,300.00	\$ 988.00	\$ 2,964.00	\$ 1,000.00	\$ 3,000.00	\$ 1,040.00	\$ 3,120.00
Sub-Total Bid Alternate No. 1:					\$ 4,800.00	\$ 6,000.00	\$ 4,245.00	\$ 6,600.00	\$ 5,250.00	\$ 5,928.00	\$ 6,240.00								

Bid Alternate No. 2 - Window Shades						Onyx Paving Company, Inc.		Granite Construction Company		Hardy & Harper, Inc.		All American Asphalt		Calmex Engineering, Inc.		ATP General Engineering Contractors		Matich Corporation	
Item	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Lower Water Valve per CVWD Standards	EA	3	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 3,000.00	\$ 440.00	\$ 1,320.00	\$ 500.00	\$ 1,500.00	\$ 775.00	\$ 2,325.00	\$ 1,000.00	\$ 3,000.00	\$ 1,150.00	\$ 3,450.00	\$ 190.00	\$ 570.00
2	Raise Water Valve per CVWD Standards	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 3,000.00	\$ 720.00	\$ 2,160.00	\$ 2,000.00	\$ 6,000.00	\$ 1,100.00	\$ 3,300.00	\$ 1,275.00	\$ 3,825.00	\$ 1,150.00	\$ 3,450.00	\$ 1,340.00	\$ 4,020.00
Sub-Total Bid Alternate No. 2:					\$ 4,500.00	\$ 6,000.00	\$ 3,480.00	\$ 7,500.00	\$ 5,625.00	\$ 6,825.00	\$ 6,900.00	\$ 4,590.00							

Grand Total Base Bid Including Alternate Nos. 1 - 2 :	\$ 534,638.00	\$ 420,000.00	\$ 427,724.00	\$ 435,000.00	\$ 444,612.00	\$ 476,215.30	\$ 487,578.50	\$ 497,689.00
Grand Total Base Bid Including Alternate No. 1 :	\$ 530,138.00	\$ 414,000.00	\$ 424,244.00	\$ 427,500.00	\$ 438,987.00	\$ 469,390.30	\$ 480,678.50	\$ 493,099.00
Grand Total Base Bid Including Alternate No. 2 :	\$ 529,838.00	\$ 414,000.00	\$ 423,479.00	\$ 428,400.00	\$ 439,362.00	\$ 470,287.30	\$ 481,578.50	\$ 491,449.00
Base Bid Only	\$ 525,338.00	\$ 408,000.00	\$ 419,999.00	\$ 420,900.00	\$ 433,737.00	\$ 463,462.30	\$ 474,678.50	\$ 486,859.00

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City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: ACCEPT WASHINGTON STREET PAVEMENT REHABILITATION PROJECT NO. 2020-04, LOCATED ON WASHINGTON STREET FROM CALLE TAMPICO TO SAGEBRUSH AVENUE

RECOMMENDATION

Accept the Washington Street Pavement Rehabilitation Project as complete; authorize the City Clerk to file a Notice of Completion with the Office of the County Recorder; and authorize staff to release retention in the amount of \$36,439, thirty-five days after the Notice of Completion is recorded.

EXECUTIVE SUMMARY

- The Washington Street Pavement Rehabilitation project included grinding the existing pavement, installing a new layer of pavement, and the reconstruction of non-compliant Americans with Disabilities Act (ADA) curb ramps.
- The work is complete and Council acceptance will close the contract and allow final payment.

FISCAL IMPACT

The following is the financial accounting for Project No. 2020-04:

Original Contract Amount	\$ 720,000
Change Orders No. 1 - 2	\$ 8,780
Final Contract Amount	\$728,780
Project Budget	\$ 960,000
Final Contract Amount	(\$ 728,780)
Design and Professional Costs	(\$ 18,200)
Inspection, Survey, Plans, & Other Construction Costs	(\$ 7,980)
Anticipated Funds Remaining*	\$ 205,040

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

There are adequate funds to close this project; the final retention amount of \$36,439 will be paid from account number 401-0000-20600. The anticipated savings (\$205,255) will remain as available appropriations for this project until the completion of all phases.

BACKGROUND/ANALYSIS

On August 4, 2020, Council awarded a \$720,000 contract to Onyx Paving Company, Inc.

On September 16, 2020, a Notice to Proceed was issued with a 40-working day completion time starting on September 21, 2020 and ending on November 13, 2020. The project was deemed substantially complete on December 4, 2020.

Contract Change Order No. 1 was issued to allow for additional work and lowering manholes.

Contract Change Order No. 2 was issued for the assessment of 4 days of liquidated damages.

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

ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Carley Escarrega, Management Assistant

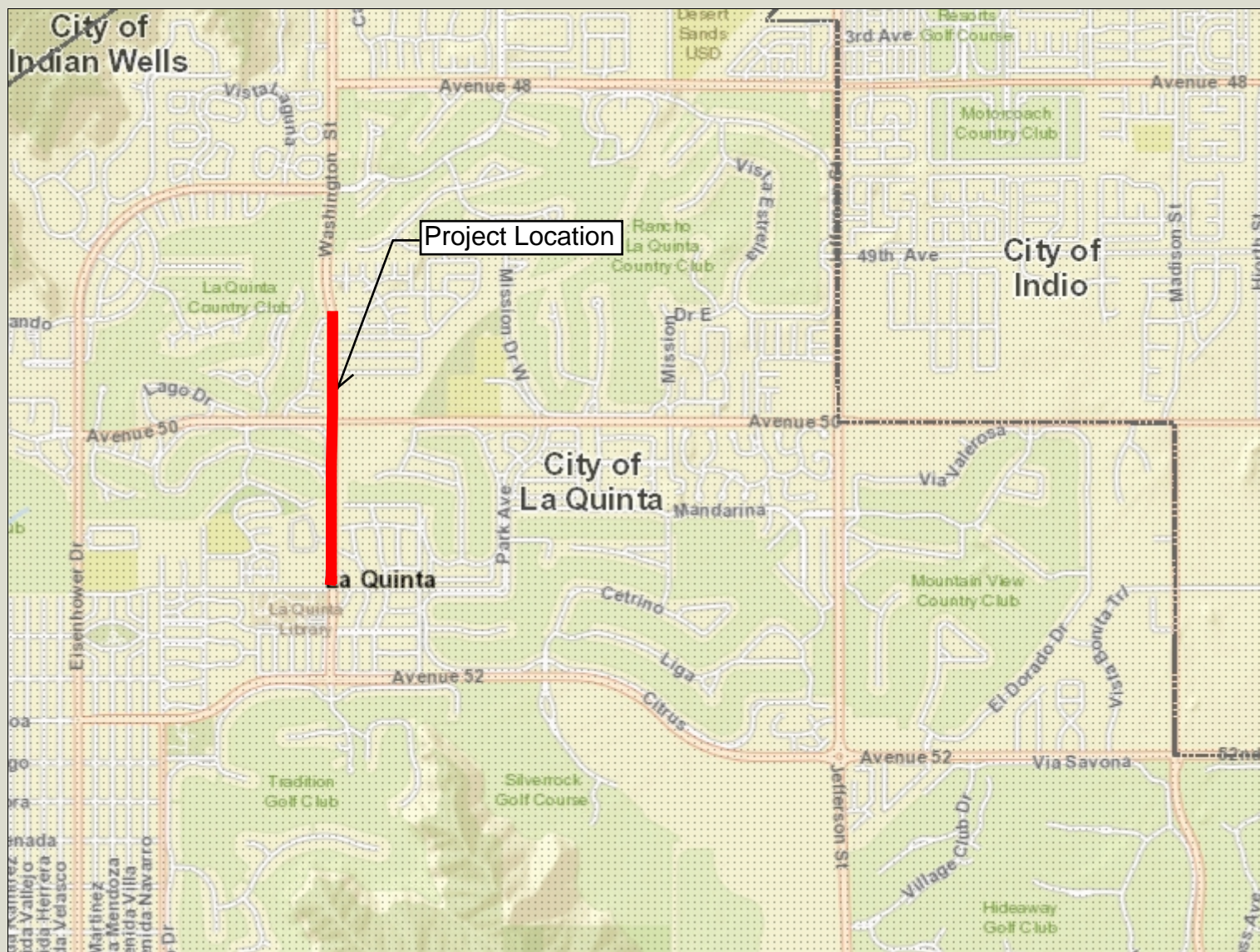
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

Attachment: 1. Vicinity Map

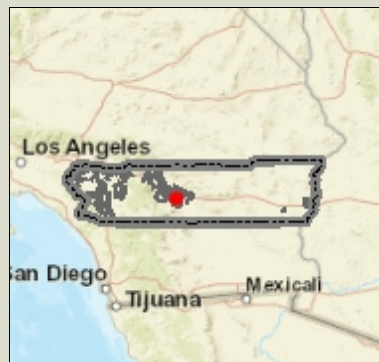
Vicinity Map

FY 20/21 PMP




ATTACHMENT 1



Project Location



Legend

-  Blueline Streams
-  City Areas
-  World Street Map

Notes

Washington Street From Calle Tampico to Avenida Montero



0 3,009 6,019 Feet

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

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City of La Quinta

CONSENT CALENDAR ITEM NO. 14

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED MAY 14 AND 21, 2021

RECOMMENDATION

Approve demand registers dated May 14, and 21, 2021.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	1,319,941.87
Successor Agency of RDA	\$	-
Housing Authority	\$	9,865.51
	\$	<u>1,329,807.38</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for May 14, and 21, 2021.

Warrants Issued:

204785-204849	\$	553,720.14
204850-204919	\$	238,143.45
Voids	\$	-
Wire Transfers	\$	305,684.77
Payroll Tax Transfers	\$	41,297.73
Payroll Direct Deposit	\$	190,961.29
	\$	<u>1,329,807.38</u>

The most significant expenditures on the demand registers are:

Vendor	Account Name	Amount	Purpose
Convergint Technologies	Construction	\$ 201,035.91	Citywide Public Safety Camera System
Coachella Valley Assoc of Government	TUMF Payable to CVAG	\$ 43,890.00	03/2021 TUMF Fees
Complete Paperless Solutions	Software Licenses	\$ 39,830.00	Laserfiche Support Services
Riverside County Flood Control & Water Conservation District	Professional Services	\$ 38,243.17	Whitewater NPDES Stormwater Permit
ST. Francis Electric LLC	Construction	\$ 36,583.17	Washington St & 47 Traffic Signal Conductor Rewire

Wire Transfers: Eight transfers totaled \$305,685. Of this amount, \$262,191 was to Landmark, and \$38,488 was to CalPERS. (See Attachment 2 for a complete listing).

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

ALTERNATIVES

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

Prepared by: Jesse Batres, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

Attachments: 1. Demand Registers
2. Wire Transfers



City of La Quinta

ATTACHMENT 1

Demand Register

Packet: APPKT02784 - 05/14/2021 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
MUNICODE	204818	04/01-06/30/21 - MUNICIPAL CODIFICATI...	Professional Services	101-1005-60103	248.75
FERGUSON ENTERPRISES, INC	204806	05/04/21 - FS #32 KITCHEN FAUCET	Maintenance/Services	101-2002-60691	302.00
WILLDAN	204849	03/2021 - DESERT CLUB ONCALL PW MAP ...	Map/Plan Checking	101-7002-60183	525.00
SETCHIM, DAVID	204832	04/28/21 - REFUND TOT REFUND	TOT - Short Term Vac. Rentals	101-0000-41401	2,117.64
TIME WARNER CABLE	204839	04/24-05/23/21 - FS #93 CABLE (2414)	Cable/Internet - Utilities	101-2002-61400	114.32
DEPARTMENT OF CONSERVAT...	204801	01/01-03/31/21 - SEISMIC HAZARD MAPP...	SMIP Fees Payable	101-0000-20308	2,603.93
DEPARTMENT OF CONSERVAT...	204801	01/01-03/31/21 - SEISMIC HAZARD MAPP...	SMIP Fees	101-0000-42610	-130.20
MAYSLS, SUSAN MULLIN	204816	04/08-05/06/21 - CLERK'S OFFICE ASSIST...	Professional Services	101-1005-60103	5,493.75
LEONARD KINCHIU LAM OR Y...	204815	05/10/21 - CITATION REFUND LIC LQ1610...	Administrative Citations	101-0000-42700	1,500.00
COACHELLA VALLEY CONSERV...	204795	03/2021 - MSHCP FEES	MSHCP Mitigation Fee	101-0000-20310	22,507.00
COACHELLA VALLEY CONSERV...	204795	03/2021 - CVMShCP ADMIN FEE	CVMShCP Admin Fee	101-0000-43631	-225.07
TIME WARNER CABLE	204839	05/03-06/02/21 - FS #93 INTERNET (3514)	Cable/Internet - Utilities	101-2002-61400	99.99
TIME WARNER CABLE	204839	04/29-05/28/21 - FS #32 INTERNET (6491)	Cable/Internet - Utilities	101-2002-61400	99.99
GARDAWORLD	204808	03/31-05/31/21 - ARMORED SERVICE	Professional Services	101-1006-60103	381.94
EISENHOWER OCCUPATIONAL...	204804	04/21/21 - DMV DOT PHYSICAL	Consultants/Employee Services	101-1004-60104	165.00
EISENHOWER OCCUPATIONAL...	204804	04/20/21 - PRE-EMPLOYMENT PHYSICAL	Recruiting/Pre-Employment	101-1004-60129	95.00
THE LAMAR COMPANIES	204837	04/21-05/18/21 - AIRPORT DIGITAL BILLB...	Marketing & Tourism Promoti...	101-3007-60461	2,100.00
THE LAMAR COMPANIES	204837	04/28-05/25/21 - DIGITAL BILLBOARD	Marketing & Tourism Promoti...	101-3007-60461	2,750.00
TPX COMMUNICATIONS	204841	04/23-05/22/21 - EOC PHONE LINE SVC	Telephone - Utilities	101-2002-61300	1,695.75
SPARKLETTTS	204834	03/24/21 & 04/07/21 - CITY WIDE DRINKI...	Citywide Conf Room Supplies	101-1007-60403	116.21
OFFICE DEPOT	204822	04/14/21 - FOLDERS & PENS	Office Supplies	101-1004-60400	39.76
ACE CARPET CLEANING	204785	04/01/21 - FS #70 CARPET CLEANING	Maintenance/Services	101-2002-60691	225.00
ACE CARPET CLEANING	204785	04/13/21 - FS #93 CARPET CLEANING	Maintenance/Services	101-2002-60691	350.00
WELLNESS WORKS	204848	03/2021 - EAP SERVICES	Consultants/Employee Services	101-1004-60104	356.00
WELLNESS WORKS	204848	04/2021 - EAP SERVICES	Consultants/Employee Services	101-1004-60104	360.00
ARK CONNECTS LLC	204788	05/2021 - GRAPHIC DESIGN RETAINER	Marketing & Tourism Promoti...	101-3007-60461	4,000.00
ARK CONNECTS LLC	204788	06/2021 - GRAPHIC DESIGN RETAINER	Marketing & Tourism Promoti...	101-3007-60461	4,000.00
MODERN LUXURY	204817	05/2021 - PRINT AD	Marketing & Tourism Promoti...	101-3007-60461	2,500.00
STAPLES ADVANTAGE	204835	04/13/21 - 5 GALLON WATER JUGS	Materials/Supplies	101-3005-60431	205.51
STAPLES ADVANTAGE	204835	04/13/21 - 5 GALLON WATER JUGS	Materials/Supplies	101-3008-60431	205.50
STAPLES ADVANTAGE	204835	04/29/21 - MOUSE PAD & DRY ERASE MA...	Office Supplies	101-7001-60400	19.01
SOUTH COAST AIR QUALITY M...	204833	FY 20/21 - C.H AQMD FEE	Annual Permits/Inspections	101-3008-60196	137.63
SOUTH COAST AIR QUALITY M...	204833	FY 20/21 - WC AQMD FEE	Annual Permits/Inspections	101-3008-60196	137.63
RASA/ERIC NELSON	204829	04/28/21 - LAD 2021-0001 ONCALL MAP ...	Map/Plan Checking	101-7002-60183	290.00
RASA/ERIC NELSON	204829	05/05/21 - LLA 2021-0002 ONCALL MAP C...	Map/Plan Checking	101-7002-60183	160.00
WATERLINE TECHNOLOGIES, I...	204847	02/26/21 - FB POOL HEATER REPAIR	Fritz Burns Pool Maintenance	101-3005-60184	1,190.65
MUNIREVS INC	204819	05/2021 - STVR CONTRACT SERVICES	Professional Services	101-6006-60103	4,120.00
OFFICE TEAM	204823	04/02/21 - TEMP AGENCY SVCS T.SUDAKO...	Temporary Agency Services	101-6006-60125	771.42
ROBERT HALF TECHNOLOGY	204831	04/16/21 - TEMP AGENCY SVCS G.HU	Professional Services	101-6002-60103	1,332.00
ROBERT HALF TECHNOLOGY	204831	04/09/21 - TEMP AGENCY SVCS G.HU	Professional Services	101-6002-60103	1,332.00
ROBERT HALF TECHNOLOGY	204831	04/02/21 - TEMP AGENCY SVCS G.HU	Professional Services	101-6002-60103	1,332.00
ROBERT HALF TECHNOLOGY	204831	04/23/21 - TEMP AGENCY SVCS G.HU	Professional Services	101-6002-60103	1,332.00
ROBERT HALF TECHNOLOGY	204831	04/30/21 - TEMP AGENCY SVCS G.HU	Professional Services	101-6002-60103	1,332.00
ROBERT HALF TECHNOLOGY	204831	04/30/21 - TEMP AGENCY SVCS M.GONZA...	Temporary Agency Services	101-6006-60125	1,155.84
OFFICE TEAM	204823	04/30/21 - TEMP AGENCY SVCS T.SUDAKO...	Temporary Agency Services	101-6006-60125	578.57
COURTMASER SPORTS, INC.	204799	05/04/21 - RESURFACE BASKETBALL COUR...	Maintenance/Services	101-3005-60691	6,900.00
FEDEX	204805	04/22/21 - OVERNIGHT MAIL	Postage	101-1007-60470	37.14
AMERICAN FORENSIC NURSES ...	204787	03/18-04/11/21 - BLOOD/ALCOHOL ANAL...	Blood/Alcohol Testing	101-2001-60174	1,100.00
JNS MEDIA SPECIALISTS	204813	04/2021 INVOICES & 05/2021 RETAINER	Marketing & Tourism Promoti...	101-3007-60461	35,947.30
PAX FITNESS REPAIR	204825	04/2021 - FITNESS EQUIPMENT MAINTEN...	Operating Supplies	101-3002-60420	275.00
VERIZON WIRELESS	204844	03/11-04/10/21 - LQ POLICE TICKETWRITE...	Telephone - Utilities	101-2001-61300	-10.52
VERIZON WIRELESS	204844	03/26-04/25/21 - LQPD CELL (6852)	Telephone - Utilities	101-2001-61300	877.59
THE GAS COMPANY	204836	03/30/21-04/28/21 - FS #93 GAS SVC	Gas - Utilities	101-2002-61100	78.28

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BANK OF THE WEST	204789	04/30/21 - FINANCE CHARGE	Credit Card Fees	101-1006-60122	91.08
BANK OF THE WEST	204789	04/19/21 - LAPTOP STAND	Operating Supplies	101-1004-60420	65.24
BANK OF THE WEST	204789	05/01-04/30/22 - GFOA MEMBERSHIP C....	Membership Dues	101-1006-60351	150.00
BANK OF THE WEST	204789	04/27/21 - POLICE CELL CHARGER ADAPT...	Operating Supplies	101-2001-60420	220.71
BANK OF THE WEST	204789	04/15/21 - POLICE ITEMS	Operating Supplies	101-2001-60420	412.06
BANK OF THE WEST	204789	04/08/21 - MARKING APPLICATOR WANDS..	Community Experiences	101-3003-60149	71.73
BANK OF THE WEST	204789	04/08/21 - GIANT SCISSORS & RIBBON SET	Community Experiences	101-3003-60149	32.29
BANK OF THE WEST	204789	04/05/21 - MAILCHIMP	Membership Dues	101-3007-60351	87.99
BANK OF THE WEST	204789	04/21/21 - TRIPOD STAND & MICROPHONE	Operating Supplies	101-3007-60420	108.67
BANK OF THE WEST	204789	04/22/21 - ICLLOUD STORAGE K.CAMARENA	Marketing & Tourism Promoti...	101-3007-60461	0.99
BANK OF THE WEST	204789	04/10/21 - APPLE MUSIC SUBSCRIPTION M...	Marketing & Tourism Promoti...	101-3007-60461	14.99
BANK OF THE WEST	204789	04/20/21 - DESK LAMPS (4)	Office Supplies	101-6001-60400	304.44
BANK OF THE WEST	204789	04/12/21 - TRAINING CLASS D.ARMENDAR...	Travel & Training	101-1006-60320	169.00
BANK OF THE WEST	204789	04/20/21 - GFOA MEMBERSHIP K.BLONDE...	Membership Dues	101-1006-60351	150.00
BANK OF THE WEST	204789	03/31/21 - MINI MUFFINS	Community Experiences	101-3003-60149	39.00
BANK OF THE WEST	204789	04/28/21 - TRAINING COURSE K.CAMARE...	Travel & Training	101-3007-60320	1,795.00
BANK OF THE WEST	204789	04/05/21 - TRAINING COURSE T.FLORES	Travel & Training	101-6002-60320	900.00
BANK OF THE WEST	204789	04/03/21 - OFFICE MEETINGS	Travel & Training	101-1001-60320	81.73
BANK OF THE WEST	204789	04/21/21 - COUNCIL MEETING DINNER	Travel & Training	101-1001-60320	101.05
BANK OF THE WEST	204789	04/01/21 - RETURN	Operating Supplies	101-6006-60420	-21.20
BANK OF THE WEST	204789	06/01-06/04/21 - CCAC WORKSHOP L.MC...	Travel & Training	101-1005-60320	25.00
BANK OF THE WEST	204789	04/14/21 - MAIL PROCESSING	Postage	101-1007-60470	172.40
BANK OF THE WEST	204789	04/12/21 - MAIL PROCESSING	Postage	101-1007-60470	129.75
THE LOCK SHOP, INC	204838	05/04/21 - KEYS FOR FS #32 (2415)	Maintenance/Services	101-2002-60691	43.41
THE LOCK SHOP, INC	204838	05/06/21 - KEYS	Materials/Supplies	101-3005-60431	7.11
IMPERIAL IRRIGATION DIST	204812	05/05/21 - ELECTRICITY SERVICE	Electricity - Utilities	101-2002-61101	644.91
IMPERIAL IRRIGATION DIST	204812	05/05/21 - ELECTRICITY SERVICE	Electric - Monticello Park - Utili...	101-3005-61102	13.06
IMPERIAL IRRIGATION DIST	204812	05/05/21 - ELECTRICITY SERVICE	Electric - Colonel Paige - Utiliti...	101-3005-61108	12.34
IMPERIAL IRRIGATION DIST	204812	05/05/21 - ELECTRICITY SERVICE	Electric - Community Park - Util...	101-3005-61109	4,326.33
IMPERIAL IRRIGATION DIST	204812	05/05/21 - ELECTRICITY SERVICE	Electric - Adams Park - Utilities	101-3005-61110	39.92
IMPERIAL IRRIGATION DIST	204812	05/05/21 - ELECTRICITY SERVICE	Electric - Desert Pride - Utilities	101-3005-61114	13.06
RIVERSIDE COUNTY FLOOD C...	204830	FY 20/21 WHITEWATER NPDES COST SHAR...	Professional Services	101-7002-60103	38,243.17
PACIFIC WEST AIR CONDITION...	204824	03/25/21 - CH HVAC MAINTENANCE	HVAC	101-3008-60667	954.00
FRONTIER COMMUNICATIONS...	204807	04/26-05/25/21 - POLICE INTERNET	Cable/Internet - Utilities	101-2001-61400	1,212.63
FRONTIER COMMUNICATIONS...	204807	05/2021 - LQ PARK PHONE	Telephone - Utilities	101-3005-61300	48.57
DISH NETWORK	204803	04/22-05/21/21 - EOC CABLE	Cable/Internet - Utilities	101-2002-61400	89.66
FRONTIER COMMUNICATIONS...	204807	04/28-05/27/21 - SPORT COMPLEX PHONE	Telephone - Utilities	101-3005-61300	38.39
OCEAN SPRINGS TECH INC	204821	05/2021 - FB POOL MONITORING AND C...	Fritz Burns Pool Maintenance	101-3005-60184	240.00
OCEAN SPRINGS TECH INC	204821	04/30/21 - LQ PARK WATER FEATURE REP...	LQ Park Water Feature	101-3005-60554	145.00
LANAHAN, JEAN	204814	05/04/21 - FITNESS CLASS REFUND	Leisure Enrichment	101-0000-42200	80.00
WALTERS WHOLESALE ELECTR...	204846	04/27/21 - ELECTRICAL SUPPLIES	Materials/Supplies	101-3008-60431	16.02
Fund 101 - GENERAL FUND Total:					166,497.84

Fund: 201 - GAS TAX FUND

UNDERGROUND SERVICE ALERT	204843	05/01/21 - DIG ALERT FEES	Materials/Supplies	201-7003-60431	59.50
PRAXAIR INC	204827	03/20-04/20/21 - CYLINDER RENTAL	Materials/Supplies	201-7003-60431	37.73
UNDERGROUND SERVICE ALERT	204843	05/01/21 - CA STATE FEE	Materials/Supplies	201-7003-60431	23.15
Fund 201 - GAS TAX FUND Total:					120.38

Fund: 202 - LIBRARY & MUSEUM FUND

CARPET EMPIRE PLUS	204792	04/30/21 - MUSEUM CARPET INSTALLATI...	Maintenance/Services	202-3006-60691	8,900.00
Fund 202 - LIBRARY & MUSEUM FUND Total:					8,900.00

Fund: 215 - LIGHTING & LANDSCAPING FUND

C.V CACTUS NURSERY	204791	05/04/21 - PLANTS	Materials/Supplies	215-7004-60431	1,582.31
C.V CACTUS NURSERY	204791	05/04/21 - PLANTS	Materials/Supplies	215-7004-60431	326.25
DESERT CONCEPTS CONSTRUC...	204802	05/03/21 - REPAIRS TO RETAINING PLANT...	Maintenance/Services	215-7004-60691	4,500.00
DESERT CONCEPTS CONSTRUC...	204802	04/30/21 - REPAIRS TO GUARD RAIL	Maintenance/Services	215-7004-60691	4,750.00
HIGH TECH IRRIGATION INC	204811	05/05/21 - IRRIGATION SUPPLIES	Materials/Supplies	215-7004-60431	211.12
PWLC II, INC	204828	04/29/21 - PLANT REPLACEMENT AT AVE ...	Maintenance/Services	215-7004-60691	8,400.00
TRI-STATE MATERIALS INC	204842	04/29/21 - LANDSCAPE ROCK	Materials/Supplies	215-7004-60431	2,053.67
TRI-STATE MATERIALS INC	204842	04/30/21 - LANDSCAPE ROCK	Materials/Supplies	215-7004-60431	2,064.49

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
TRI-STATE MATERIALS INC	204842	05/03/21 - LANDSCAPE ROCK	Materials/Supplies	215-7004-60431	1,883.55
BANK OF THE WEST	204789	04/14/21 - COOLERS (6)	Safety Gear	215-7004-60427	200.10
BANK OF THE WEST	204789	04/2021 H2O EFFICNT LNDSCP CLASS A.A...	Travel & Training	215-7004-60320	50.00
BANK OF THE WEST	204789	04/2021 H2O EFFICNT LNDSCP CLASS A.C...	Travel & Training	215-7004-60320	50.00
BANK OF THE WEST	204789	04/2021 H2O EFFICNT LNDSCP CLASS R.SE...	Travel & Training	215-7004-60320	50.00
BANK OF THE WEST	204789	04/2021 H2O EFFICNT LNDSCP CLASS A.R...	Travel & Training	215-7004-60320	50.00
BANK OF THE WEST	204789	04/2021 H2O EFFICNT LNDSCP CLASS B.TE...	Travel & Training	215-7004-60320	50.00
BANK OF THE WEST	204789	04/2021 H2O EFFICNT LNDSCP CLASS D.H...	Travel & Training	215-7004-60320	50.00
BANK OF THE WEST	204789	04/19/21 - MATERIALS	Materials/Supplies	215-7004-60431	5.35
IMPERIAL IRRIGATION DIST	204812	05/05/21 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	2,569.45
IMPERIAL IRRIGATION DIST	204812	05/05/21 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	986.87
COACHELLA VALLEY WATER DI...	204796	05/05/21 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	183.35
VINTAGE ASSOCIATES	204845	03/11/21 - PLANTS	Materials/Supplies	215-7004-60431	134.69
VINTAGE ASSOCIATES	204845	03/18/2021 - PLANTS	Materials/Supplies	215-7004-60431	80.81
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					30,232.01
Fund: 221 - AB 939 - CALRECYCLE FUND					
BANK OF THE WEST	204789	04/15/21 - SHRED	AB 939 Recycling Solutions	221-0000-60127	661.30
Fund 221 - AB 939 - CALRECYCLE FUND Total:					661.30
Fund: 224 - TUMF FUND					
COACHELLA VALLEY ASSOC OF...	204794	03/2021 - TUMF FEES	TUMF Payable to CVAG	224-0000-20320	43,890.00
Fund 224 - TUMF FUND Total:					43,890.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
GHD INC.	204809	04/12/21 - GHD VILLAGE COMPLETE STRE...	Design	401-0000-60185	3,287.50
CONVERGINT TECHNOLOGIES ...	204798	04/28/21 - 2020-03 RETENTION PAYMENT...	Retention Payable	401-0000-20600	-10,580.84
CONVERGINT TECHNOLOGIES ...	204798	04/28/21 - 2020-03 PROGRESS PAYMENT ...	Construction	401-0000-60188	211,616.75
PLANIT REPROGRAPHICS SYST...	204826	04/28/21 - 2020-01 PRE BID DOCS	Construction	401-0000-60188	218.55
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					204,541.96
Fund: 501 - FACILITY & FLEET REPLACEMENT					
H&G HOME IMPROVEMENTS I...	204810	02/24/21 - CIRCUITS FOR LQ PARK HAND ...	City Bldg Repl/Repair	501-0000-71103	2,658.75
TOWER ENERGY GROUP	204840	04/01-04/15/21 - FUEL	Fuel & Oil	501-0000-60674	3,432.43
TOWER ENERGY GROUP	204840	04/16-04/30/21 - FUEL	Fuel & Oil	501-0000-60674	3,945.55
BANK OF THE WEST	204789	04/22/21 - FUEL	Fuel & Oil	501-0000-60674	130.00
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					10,166.73
Fund: 502 - INFORMATION TECHNOLOGY					
TIME WARNER CABLE	204839	05/2021 - C.H CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	171.62
TIME WARNER CABLE	204839	04/24-05/23/21 - WC CABLE (4601)	Cable/Internet - Utilities	502-0000-61400	250.38
DELL MARKETING LP	204800	03/16/21 - IT EQUIPMENT	Computers	502-0000-80103	4,395.83
NEWEGG BUSINESS INC.	204820	05/06/21 - MONITOR FOR M.SALAS	Machinery & Equipment	502-0000-80100	439.99
TPX COMMUNICATIONS	204841	04/23-05/22/21 - PHONE LINE	Telephone - Utilities	502-0000-61300	3,123.22
COMPLETE PAPERLESS SOLUTI...	204797	04/27/21 - LASERFICHE SUPPORT SERVICES	Prepaid Expense	502-0000-13600	36,510.83
COMPLETE PAPERLESS SOLUTI...	204797	04/27/21 - LASERFICHE SUPPORT SERVICES	Software Licenses	502-0000-60301	3,319.17
ACORN TECHNOLOGY SERVICES	204786	05/2021 - IT SERVICES	Consultants	502-0000-60104	25,020.00
ACORN TECHNOLOGY SERVICES	204786	04/2021 - DRUVA INSYNC CLOUD LICENSE...	Consultants	502-0000-60104	4,742.50
ACORN TECHNOLOGY SERVICES	204786	05/2021 - TRAFFIC SERVER MAINTENANCE	Public Works, Software Enhan...	502-0000-71048	3,350.00
VERIZON WIRELESS	204844	04/02-05/01/21 - CITY IPADS (5587)	Cell/Mobile Phones	502-0000-61301	1,153.40
VERIZON WIRELESS	204844	04/02-05/01/21 - CITY CELL SVC (5496)	Cell/Mobile Phones	502-0000-61301	2,029.30
BANK OF THE WEST	204789	04/13-05/13/21 - BASECAMP M.GRAHAM	Software Licenses	502-0000-60301	50.00
BANK OF THE WEST	204789	04/21/21 - IT FILE SHARING SUBSCRIPTION	Software Licenses	502-0000-60301	594.00
BANK OF THE WEST	204789	04/14/21 - ICLOUD STORGE M.GRAHAM	Software Licenses	502-0000-60301	0.99
BANK OF THE WEST	204789	04/05/21 - IT SUPPLIES	Machinery & Equipment	502-0000-80100	652.40
BANK OF THE WEST	204789	04/15/21 - AMPLIFIER FOR CHAMBER	Machinery & Equipment	502-0000-80100	402.37
BANK OF THE WEST	204789	04/07/21 - HOMEBASE ADOBE J.DELGADO	Software Licenses	502-0000-60301	14.99
BANK OF THE WEST	204789	04/19/21 - MANAGEENGINE FILE AUDIT S...	Software Licenses	502-0000-60301	745.00
BANK OF THE WEST	204789	04/21-05/21-21 - UBIQ SUBSCRIPTION M...	D & D, Software Enhancements	502-0000-71042	60.48
CDW GOVERNMENT INC	204793	05/06/21 - IT EQUIPMENT M.GONZALEZ	Machinery & Equipment	502-0000-80100	771.34
FRONTIER COMMUNICATIONS...	204807	04/25-05/24/21 - C.H INTERNET	Cable/Internet - Utilities	502-0000-61400	85.98
FRONTIER COMMUNICATIONS...	204807	04/27-05/26/21 - BLACKHAWK/LQ PARK D...	Cable/Internet - Utilities	502-0000-61400	75.98

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
FRONTIER COMMUNICATIONS...	204807	04/26-05/25/21 - C.H DSL	Cable/Internet - Utilities	502-0000-61400	91.86
Fund 502 - INFORMATION TECHNOLOGY Total:					88,051.63
Fund: 504 - INSURANCE FUND					
OFFICE DEPOT	204822	04/14/21 - ERGO ASSES FOOTREST	Operating Supplies	504-1010-60420	69.32
OFFICE DEPOT	204822	04/21/21 - ERGO ASSESSMENT FOOTREST...	Operating Supplies	504-1010-60420	-89.27
Fund 504 - INSURANCE FUND Total:					-19.95
Fund: 601 - SILVERROCK RESORT					
GARDAWORLD	204808	05/2021 - SRR ARMORED SVC	Bank Fees	601-0000-60455	648.65
GARDAWORLD	204808	04/2021 - SRR ARMORED SVC	Bank Fees	601-0000-60455	29.59
Fund 601 - SILVERROCK RESORT Total:					678.24
Grand Total:					553,720.14

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	166,497.84
201 - GAS TAX FUND	120.38
202 - LIBRARY & MUSEUM FUND	8,900.00
215 - LIGHTING & LANDSCAPING FUND	30,232.01
221 - AB 939 - CALRECYCLE FUND	661.30
224 - TUMF FUND	43,890.00
401 - CAPITAL IMPROVEMENT PROGRAMS	204,541.96
501 - FACILITY & FLEET REPLACEMENT	10,166.73
502 - INFORMATION TECHNOLOGY	88,051.63
504 - INSURANCE FUND	-19.95
601 - SILVERROCK RESORT	678.24
Grand Total:	553,720.14

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20308	SMIP Fees Payable	2,603.93
101-0000-20310	MSHCP Mitigation Fee	22,507.00
101-0000-41401	TOT - Short Term Vac. Ren...	2,117.64
101-0000-42200	Leisure Enrichment	80.00
101-0000-42610	SMIP Fees	-130.20
101-0000-42700	Administrative Citations	1,500.00
101-0000-43631	CVMSHCP Admin Fee	-225.07
101-1001-60320	Travel & Training	182.78
101-1004-60104	Consultants/Employee Se...	881.00
101-1004-60129	Recruiting/Pre-Employe...	95.00
101-1004-60400	Office Supplies	39.76
101-1004-60420	Operating Supplies	65.24
101-1005-60103	Professional Services	5,742.50
101-1005-60320	Travel & Training	25.00
101-1006-60103	Professional Services	381.94
101-1006-60122	Credit Card Fees	91.08
101-1006-60320	Travel & Training	169.00
101-1006-60351	Membership Dues	300.00
101-1007-60403	Citywide Conf Room Suppl..	116.21
101-1007-60470	Postage	339.29
101-2001-60174	Blood/Alcohol Testing	1,100.00
101-2001-60420	Operating Supplies	632.77
101-2001-61300	Telephone - Utilities	867.07
101-2001-61400	Cable/Internet - Utilities	1,212.63
101-2002-60691	Maintenance/Services	920.44
101-2002-61100	Gas - Utilities	78.28
101-2002-61101	Electricity - Utilities	644.91
101-2002-61300	Telephone - Utilities	1,695.75
101-2002-61400	Cable/Internet - Utilities	403.96
101-3002-60420	Operating Supplies	275.00
101-3003-60149	Community Experiences	143.02
101-3005-60184	Fritz Burns Pool Maintena...	1,430.65
101-3005-60431	Materials/Supplies	212.62
101-3005-60554	LQ Park Water Feature	145.00
101-3005-60691	Maintenance/Services	6,900.00
101-3005-61102	Electric - Monticello Park -...	13.06
101-3005-61108	Electric - Colonel Paige - U...	12.34
101-3005-61109	Electric - Community Park ...	4,326.33
101-3005-61110	Electric - Adams Park - Util...	39.92
101-3005-61114	Electric - Desert Pride - Uti...	13.06
101-3005-61300	Telephone - Utilities	86.96
101-3007-60320	Travel & Training	1,795.00
101-3007-60351	Membership Dues	87.99
101-3007-60420	Operating Supplies	108.67

Account Summary

Account Number	Account Name	Expense Amount
101-3007-60461	Marketing & Tourism Pro...	51,313.28
101-3008-60196	Annual Permits/Inspectio...	275.26
101-3008-60431	Materials/Supplies	221.52
101-3008-60667	HVAC	954.00
101-6001-60400	Office Supplies	304.44
101-6002-60103	Professional Services	6,660.00
101-6002-60320	Travel & Training	900.00
101-6006-60103	Professional Services	4,120.00
101-6006-60125	Temporary Agency Servic...	2,505.83
101-6006-60420	Operating Supplies	-21.20
101-7001-60400	Office Supplies	19.01
101-7002-60103	Professional Services	38,243.17
101-7002-60183	Map/Plan Checking	975.00
201-7003-60431	Materials/Supplies	120.38
202-3006-60691	Maintenance/Services	8,900.00
215-7004-60320	Travel & Training	300.00
215-7004-60427	Safety Gear	200.10
215-7004-60431	Materials/Supplies	8,342.24
215-7004-60691	Maintenance/Services	17,650.00
215-7004-61116	Electric - Utilities	2,569.45
215-7004-61117	Electric - Medians - Utiliti...	986.87
215-7004-61211	Water - Medians - Utilities	183.35
221-0000-60127	AB 939 Recycling Solutions	661.30
224-0000-20320	TUMF Payable to CVAG	43,890.00
401-0000-20600	Retention Payable	-10,580.84
401-0000-60185	Design	3,287.50
401-0000-60188	Construction	211,835.30
501-0000-60674	Fuel & Oil	7,507.98
501-0000-71103	City Bldg Repl/Repair	2,658.75
502-0000-13600	Prepaid Expense	36,510.83
502-0000-60104	Consultants	29,762.50
502-0000-60301	Software Licenses	4,724.15
502-0000-61300	Telephone - Utilities	3,123.22
502-0000-61301	Cell/Mobile Phones	3,182.70
502-0000-61400	Cable/Internet - Utilities	675.82
502-0000-71042	D & D, Software Enhance...	60.48
502-0000-71048	Public Works, Software E...	3,350.00
502-0000-80100	Machinery & Equipment	2,266.10
502-0000-80103	Computers	4,395.83
504-1010-60420	Operating Supplies	-19.95
601-0000-60455	Bank Fees	678.24
Grand Total:		553,720.14

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	289,305.10
151603D	Design Expense	La Quinta Village Complete St-ATP!	3,287.50
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	21,486.89
202001CT	Construction Expense	Monroe Street Pavement Rehab (A	218.55
202003CT	Construction Expense	Citywide Public Safety Camera Syst	211,616.75
202003RP	Retention Payable	Citywide Public Safety Camera Syst	-10,580.84
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	38,243.17
PILQE	Pillars of the Community Expense	Pillars of the Community	39.00
SRRE	SilverRock Events Expense	SilverRock Events	104.02
	Grand Total:		553,720.14

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City of La Quinta

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
CENTRAL COMMUNICATIONS	204856	05/2021 STVR HOTLINE & 04/2021 ADDIT...	Professional Services	101-6004-60103	853.10
UNITED WAY OF THE DESERT	204908	CONTRIBUTION	United Way Deductions	101-0000-20981	42.00
GEARGRID LLC	204871	05/12/21 - FS #32 LOCKERS SALES TAX	Sales Taxes Payable	101-0000-20304	-210.79
GEARGRID LLC	204871	05/12/21 - FS #32 LOCKERS	Fire Station	101-2002-60670	3,167.79
WILLDAN	204916	03/02-04/01/21 - ONCALL TRAFFIC ENGIN...	Contract Traffic Engineer	101-7006-60144	9,072.00
ESGIL CORPORATION	204865	03/2021 - ON CALL PLAN REVIEW	Plan Checks	101-6003-60118	660.00
FERGUSON ENTERPRISES, INC	204867	05/06/21 - FS #32 SINK REPAIR MATERIALS	Maintenance/Services	101-2002-60691	82.82
FERGUSON ENTERPRISES, INC	204867	05/06/21 - FS #32 REBUILDING KITS	Maintenance/Services	101-2002-60691	184.83
INTERWEST CONSULTING GR...	204877	01/2021 ONCALL BLDG PLAN REVEIW & IN...	Plan Checks	101-6003-60118	4,718.75
IIMC	204876	02/17/21 - MEMBERSHIP TO 03/31/22 T.F...	Membership Dues	101-6001-60351	130.00
INTERWEST CONSULTING GR...	204877	02/2021 ONCALL BLDG PLAN REVIEW & IN...	Plan Checks	101-6003-60118	4,075.00
TIME WARNER CABLE	204904	05/05-06/04/21 - FS #32 CABLE (1841)	Cable/Internet - Utilities	101-2002-61400	10.56
WILLIAMS, BILLEE	204917	04/08/21 - PILATES CLASS	Instructors	101-3002-60107	504.00
PHYSICIANS MEDICAL URGENT...	204890	04/27/21 - PRE-EMPLOYMENT PHYSICAL	Recruiting/Pre-Employment	101-1004-60129	150.00
SHIRY, TERESA	204895	05/14/21 - LINE DANCING CLASS	Instructors	101-3002-60107	226.80
JOHNSON, KAREN T. PAYNE	204880	05/14/21 - STRETCH & RESTORE CLASS	Instructors	101-3002-60107	25.00
WILLIAMS, BILLEE	204917	05/14/21 - PILATES CLASS	Instructors	101-3002-60107	168.00
CORTEZ, ELISABETH	204859	05/14/2021 - YOGA CLASS	Instructors	101-3002-60107	336.00
MEDEIROS, JOYCELEEN	204883	05/14/21 - TAI CHI CHUAN CLASS	Instructors	101-3002-60107	140.00
RUDY, LORI A	204894	05/14/21 - ESSENTIAL FITNESS CLASS	Instructors	101-3002-60107	159.60
CORTEZ, ELISABETH	204859	05/14/21 - EVENING YOGA CLASS	Instructors	101-3002-60107	50.40
RUDY, LORI A	204894	05/14/21 - ESSENTIAL FITNESS CLASS	Instructors	101-3002-60107	112.00
JOHNSON, KAREN T. PAYNE	204880	05/14/21 - SCULPT FIT CORE CLASS SRR E...	Instructors	101-3002-60107	30.00
JOHNSON, KAREN T. PAYNE	204880	05/14/21 - STRETCH & RESTORE CLASS	Instructors	101-3002-60107	200.00
JOHNSON, KAREN T. PAYNE	204880	05/14/21 - STRETCH & RESTORE CLASS EX...	Instructors	101-3002-60107	25.00
JOHNSON, KAREN T. PAYNE	204880	05/14/21 - SCULPT FIT CORE CLASS	Instructors	101-3002-60107	240.00
DATA TICKET, INC.	204860	08/2020 - POLICE CITATION PROCESSING	Administrative Citation Services	101-6004-60111	943.65
DOOR TECH, LLC	204864	04/30/21 - C.H LOBBY ENTRY DOOR REPAIR	Maintenance/Services	101-3008-60691	580.00
OFFICE DEPOT	204886	09/21/20 - DIGITAL RECORDER	Office Supplies	101-6004-60400	32.61
DATA TICKET, INC.	204860	03/2021 - POLICE CITATION PROCESSING	Administrative Citation Services	101-6004-60111	1,091.81
SPARKLETTS	204899	04/21-05/12/21 - DRINKING WATER	Operating Supplies	101-7003-60420	155.72
HR GREEN PACIFIC INC	204875	04/2021 - ONCALL PLAN REVIEW	Plan Checks	101-6003-60118	5,265.00
JOE A GONSALVES & SON	204879	06/2021 - LOBBYIST SERVICES	Contract Services - Administrat...	101-1002-60101	3,150.00
GEARGRID LLC	204871	09/17/19 - RECLASS TO 101-2002-60670	Sales Taxes Payable	101-0000-20304	-688.80
GEARGRID LLC	204871	09/17/19 - RECLASS FROM 101-0000-203...	Fire Station	101-2002-60670	688.80
ANDERSON COMMUNICATION...	204851	05/2021-04/2022 - EMERGENCY MGMT R...	Mobile/Cell Phones/Satellites	101-2002-61304	648.00
IRC CORPORATION	204878	04/01-05/01/21 - PRE-EMPLOYMENT BAC...	Recruiting/Pre-Employment	101-1004-60129	129.05
GARDAWORLD	204870	04/2021 - ARMORED SVC	Professional Services	101-1006-60103	35.84
ANSAFONE CONTACT CENTERS	204852	04/12-05/09/21 - PM 10 ANSWERING SVC	PM 10 - Dust Control	101-7006-60146	152.89
XPRESS GRAPHICS	204918	05/12/21 - MARKETING SUPPLEMENTAL R...	Printing	101-3007-60410	73.83
STAPLES ADVANTAGE	204901	05/05/21 - OFFICE SUPPLIES	Office Supplies	101-1004-60400	24.46
STAPLES ADVANTAGE	204901	05/05/21 - OFFICE SUPPLIES	Office Supplies	101-3001-60400	11.73
ROBERT HALF TECHNOLOGY	204892	05/07/21 - TEMP AGENCY SERVICES M.G...	Temporary Agency Services	101-6006-60125	1,114.56
ROBERT HALF TECHNOLOGY	204892	05/07/21 - TEMP AGENCY SERVICES G.HU	Professional Services	101-6002-60103	1,332.00
OFFICE TEAM	204887	05/07/21 - TEMP AGENCY SERVICES T.SU...	Temporary Agency Services	101-6006-60125	578.57
W.D. YOUNG & SONS	204914	04/08/21 - PALM TREES	Materials/Supplies	101-3005-60431	2,612.81
ROTO ROOTER PLUMBERS INC	204893	05/11/21 - PARK BATHROOM MAINTENA...	Maintenance/Services	101-3008-60691	875.00
VINTAGE E & S INC	204913	05/14/21 - ELECTRICAL REPAIRS AT SPOR...	Maintenance/Services	101-3005-60691	711.00
PATTON DOOR & GATE	204889	05/05/21 - FS #32 DOOR REPAIR	Maintenance/Services	101-2002-60691	125.00
AIR EXCHANGE, INC	204850	04/29/21 - FS #32 AIR COMPRESSOR REPA...	Maintenance/Services	101-2002-60691	413.25
DEPARTMENT OF ANIMAL SER...	204861	02/2021 - ANIMAL SERVICES	Animal Shelter Contract Service	101-6004-60197	15,542.96
DEPARTMENT OF ANIMAL SER...	204861	03/2021 - ANIMAL SERVICES	Animal Shelter Contract Service	101-6004-60197	14,018.42
HOME DEPOT CREDIT SERVICES	204873	04/15/21 - JUMBER CABLES & BAG	Operating Supplies	101-2001-60420	154.36

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
HOME DEPOT CREDIT SERVICES	204873	04/06/21 - FS #70 MATTRESS STORAGE B...	Small Tools & Equipment	101-2002-60545	104.92
HOME DEPOT CREDIT SERVICES	204873	04/19/21 - FS #32 RECIPROCATING SAW	Fire Station	101-2002-60670	426.22
HOME DEPOT CREDIT SERVICES	204873	04/05/21 - MATERIALS FOR PARKS	Materials/Supplies	101-3005-60431	83.04
HOME DEPOT CREDIT SERVICES	204873	03/29/21 - SHOVELS	Tools/Equipment	101-3005-60432	54.30
HOME DEPOT CREDIT SERVICES	204873	04/12/21 - FEBREZE AIR FRESHERS	Materials/Supplies	101-3008-60431	54.21
HOME DEPOT CREDIT SERVICES	204873	03/29/21 - SPRAY PAINT	Materials/Supplies	101-3008-60431	8.66
HOME DEPOT CREDIT SERVICES	204873	04/20/21 - BRASS ADAPTER	Materials/Supplies	101-3008-60431	5.30
HOME DEPOT CREDIT SERVICES	204873	04/21/21 - ADHESIVE SPRAY	Materials/Supplies	101-3008-60431	73.58
HOME DEPOT CREDIT SERVICES	204873	04/22/21 - ADHESIVE SPRAY	Materials/Supplies	101-3008-60431	130.11
HOME DEPOT CREDIT SERVICES	204873	04/22/21 - MATERIALS	Materials/Supplies	101-3008-60431	67.15
HOME DEPOT CREDIT SERVICES	204873	04/12/21 - TOWELS	Materials/Supplies	101-3008-60431	24.97
HOME DEPOT CREDIT SERVICES	204873	04/27/21 - CAULK GUN	Materials/Supplies	101-3008-60431	60.68
HOME DEPOT CREDIT SERVICES	204873	04/13/21 - GARDEN HOSE & NOZZLE	Materials/Supplies	101-3008-60431	76.03
HOME DEPOT CREDIT SERVICES	204873	04/16/21 - BUG ZAPPERS	Materials/Supplies	101-3008-60431	139.20
HOME DEPOT CREDIT SERVICES	204873	04/01/21 - ESP POLY INSULATION	Materials/Supplies	101-3008-60431	17.01
HOME DEPOT CREDIT SERVICES	204873	04/01/21 - WATER DISPENSER	Materials/Supplies	101-3008-60431	188.74
HOME DEPOT CREDIT SERVICES	204873	04/01/21 - ONYX SHADOW STANDARD	Materials/Supplies	101-3008-60431	142.07
HOME DEPOT CREDIT SERVICES	204873	04/13/21 - MINI HACKSAW	Tools/Equipment	101-3008-60432	26.05
HOME DEPOT CREDIT SERVICES	204873	04/15/21 - HAND SEAMER	Tools/Equipment	101-3008-60432	35.85
HOME DEPOT CREDIT SERVICES	204873	04/21/21 - IMPACT DRILL	Tools/Equipment	101-3008-60432	130.37
HOME DEPOT CREDIT SERVICES	204873	04/23/21 - STORAGE BIN	Operating Supplies	101-7003-60420	26.06
THE LOCK SHOP, INC	204903	05/10/21 - FS #32 KEYS	Maintenance/Services	101-2002-60691	367.51
COACHELLA VALLEY WATER DI...	204857	05/17/21 - WATER SERVICE	Water - Utilities	101-2002-61200	99.13
COACHELLA VALLEY WATER DI...	204857	05/17/21 - WATER SERVICE	Water -Pioneer Park - Utilities	101-3005-61207	687.11
COACHELLA VALLEY WATER DI...	204857	05/17/21 - WATER SERVICE	Water - Utilities	101-3008-61200	17.68
DESERT RESORT MANAGEMENT	204863	05/2021 - SECURITY PATROL SERVICES	Professional Services	101-6004-60103	3,648.15
PACIFIC WEST AIR CONDITION...	204888	03/25-03/26/21 - C.H HVAC REPAIR	HVAC	101-3008-60667	1,800.11
PACIFIC WEST AIR CONDITION...	204888	04/13/21 - C.H HAVC REPAIRS	HVAC	101-3008-60667	795.00
PACIFIC WEST AIR CONDITION...	204888	04/13-04/14/21 - C.H HVAC REPAIR	HVAC	101-3008-60667	2,258.63
OCEAN SPRINGS TECH INC	204885	04/17/21 - FB POOL DECK/FLOOR CLEANI...	Fritz Burns Pool Maintenance	101-3005-60184	225.00
OCEAN SPRINGS TECH INC	204885	05/10/21 - FB POOL DECK/FLOOR CLEANI...	Fritz Burns Pool Maintenance	101-3005-60184	200.00
COACHELLA VALLEY WATER DI...	204857	05/17/2021 - WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	288.44
SILVA, JORGE	204896	05/17/21 - REFUND PERMIT FEES MUP20...	Minor Use Permit	101-0000-42433	200.00
WALTERS WHOLESALE ELECTR...	204915	04/30/21 - ELECTRICAL SUPPLIES	Materials/Supplies	101-3008-60431	48.04
MSA SYSTEMS INC	204884	04/28/21 - PAPER ROLLS FOR TICKET WRI...	LQ Police Volunteers	101-2001-60109	278.40
RIVERSIDE COUNTY SHERIFF D...	204891	02/25/-03/24/2021 - MOTOR FUEL CHAR...	Sheriff - Other	101-2001-60176	516.39
RIVERSIDE COUNTY SHERIFF D...	204891	03/25-04/24/21 - MOTOR FUEL CHARGES	Sheriff - Other	101-2001-60176	718.70

Fund 101 - GENERAL FUND Total: 88,948.19

Fund: 201 - GAS TAX FUND

TOPS' N BARRICADES INC	204906	05/13/21 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	273.07
HOME DEPOT CREDIT SERVICES	204873	04/08/21 - SAFETY GEAR	Safety Gear	201-7003-60427	33.30
HOME DEPOT CREDIT SERVICES	204873	04/21/21 - RETURN	Materials/Supplies	201-7003-60431	-13.56
HOME DEPOT CREDIT SERVICES	204873	04/14/21 - CONCRETE	Materials/Supplies	201-7003-60431	305.61

Fund 201 - GAS TAX FUND Total: 598.42

Fund: 202 - LIBRARY & MUSEUM FUND

HOME DEPOT CREDIT SERVICES	204873	04/13/21 - PEST CONTROL CHEMICALS	Maintenance/Services	202-3004-60691	39.54
HOME DEPOT CREDIT SERVICES	204873	04/06/21 - SCRAPER & UTILITY BLADES	Maintenance/Services	202-3006-60691	30.87
COACHELLA VALLEY WATER DI...	204857	05/17/21 - WATER SERVICE	Water - Utilities	202-3006-61200	168.17
PACIFIC WEST AIR CONDITION...	204888	04/30/21 - LIBRARY HVAC REPAIRS	HVAC	202-3004-60667	1,811.18
PACIFIC WEST AIR CONDITION...	204888	04/05/21 - LIBRARY HVAC MAINTENANCE	HVAC	202-3004-60667	1,113.00

Fund 202 - LIBRARY & MUSEUM FUND Total: 3,162.76

Fund: 215 - LIGHTING & LANDSCAPING FUND

SMITH PIPE & SUPPLY CO	204897	03/15/21 - IRRIGATION SUPPLIES	Materials/Supplies	215-7004-60431	54.34
SMITH PIPE & SUPPLY CO	204897	03/16/21 - IRRIGATION SUPPLIES	Materials/Supplies	215-7004-60431	-3.86
HIGH TECH IRRIGATION INC	204872	04/15/21 - IRRIGATION SUPPLIES	Materials/Supplies	215-7004-60431	115.13
HIGH TECH IRRIGATION INC	204872	05/04/21 - IRRIGATION TRANSFORMER	Materials/Supplies	215-7004-60431	64.72
HIGH TECH IRRIGATION INC	204872	05/04/21 - IRRIGATION SUPPLIES	Materials/Supplies	215-7004-60431	151.05
VINTAGE E & S INC	204913	05/11/21 - DUNE PALMS IRRIGATION PED...	Maintenance/Services	215-7004-60691	316.00
VINTAGE E & S INC	204913	05/03/21 - MONTEREY ST MEDIAN ELECTR...	Maintenance/Services	215-7004-60691	316.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
VINTAGE E & S INC	204913	05/17/21 - JEFFERSON ST ROUNDABOUT E...	Maintenance/Services	215-7004-60691	4,125.10
CALIFORNIA DESERT NURSERY,...	204854	05/05/21 - PLANTS	Materials/Supplies	215-7004-60431	38.79
TRI-STATE MATERIALS INC	204907	05/04/21 - LANDSCAPE ROCK	Materials/Supplies	215-7004-60431	4,092.02
TRI-STATE MATERIALS INC	204907	05/05/21 - LANDSCAPE ROCK	Materials/Supplies	215-7004-60431	3,937.57
HOME DEPOT CREDIT SERVICES	204873	03/29/21 - WASHERS & TOWELS	Operating Supplies	215-7004-60420	36.98
HOME DEPOT CREDIT SERVICES	204873	04/05/21 - GRAFFITI SUPPLIES	Supplies-Graffiti and Vandalism	215-7004-60423	46.63
FRONTIER COMMUNICATIONS...	204869	05/07-06/06/21 - PHONE SVC	Electric - Utilities	215-7004-61116	114.11
FRONTIER COMMUNICATIONS...	204869	05/10-06/09/21 - PHONE SVC	Electric - Utilities	215-7004-61116	51.00
COACHELLA VALLEY WATER DI...	204857	05/17/2021 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	1,795.91
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					15,251.49
Fund: 221 - AB 939 - CALRECYCLE FUND					
DESERT CONCEPTS CONSTRUC...	204862	04/22/21 - SRR EVENT SITE TRASH RECEP...	AB 939 Recycling Solutions	221-0000-60127	26,750.00
Fund 221 - AB 939 - CALRECYCLE FUND Total:					26,750.00
Fund: 270 - ART IN PUBLIC PLACES FUND					
HOME DEPOT CREDIT SERVICES	204873	04/06/21 - PAINT SUPPLIES	APP Maintenance	270-0000-60683	205.10
Fund 270 - ART IN PUBLIC PLACES FUND Total:					205.10
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
VALLEY LOCK & SAFE	204911	04/15/21 - 2016-08 RESTROOM KEYS	Construction	401-0000-60188	7.35
CONVERSE CONSULTANTS	204858	02/27-03/26/21 - 2014-13 ONCALL MATER..	Technical	401-0000-60108	10,420.00
CONVERSE CONSULTANTS	204858	02/27-03/26/21 - 2017-01 ONCALL MATER..	Technical	401-0000-60108	2,322.50
ST. FRANCIS ELECTRIC, LLC	204900	04/2021 - WASHINGTON ST & 47 REWIRE	Construction	401-0000-60188	36,400.00
ST. FRANCIS ELECTRIC, LLC	204900	04/2021 - ONCALL SERVICES	Construction	401-0000-60188	183.17
UNIVERSAL CONCRETE CONST...	204909	04/30/21 - 2020-02 RETENTION PAYMENT	Retention Payable	401-0000-20600	5,619.19
URBAN HABITAT	204910	03/06-04/10/21 - 2016-03E RETENTION P...	Retention Payable	401-0000-20600	-1,030.30
URBAN HABITAT	204910	03/06-04/10/21 - 2016-03E PROGRESS PA...	Construction	401-0000-60188	20,606.00
URBAN HABITAT	204910	04/11-04/30/21 - 2016-03E RETENTION P...	Retention Payable	401-0000-20600	-148.50
URBAN HABITAT	204910	04/11-04/30/21 - 2016-03E PROGRESS PA...	Construction	401-0000-60188	2,970.00
VINTAGE E & S INC	204913	04/21/21 - 2020-03 ONCALL ELECTRICAL S...	Construction	401-0000-60188	7,728.44
SOUTHSTAR ENGINEERING & ...	204898	03/2021 - LQ VILLAGE COMPLETE STREETS...	Construction	401-0000-60188	4,066.67
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					89,144.52
Fund: 501 - FACILITY & FLEET REPLACEMENT					
F AND J BARAJAS UPHOLSTERY	204866	04/09/21 - REUPHOLSTER CC WALL PANELS	City Bldg Repl/Repair	501-0000-71103	525.00
F AND J BARAJAS UPHOLSTERY	204866	04/09/21 - REUPHOLSTER CC WALL PANELS	City Bldg Repl/Repair	501-0000-71103	960.00
F AND J BARAJAS UPHOLSTERY	204866	04/09/21 - REUPHOLSTER CC WALL PANELS	City Bldg Repl/Repair	501-0000-71103	960.00
BMW MOTORCYCLES OF RIVE...	204853	04/20/21 - MOTORCYCLE SERVICE	Motorcycle Repair & Mainten...	501-0000-60679	483.90
TOP OF THE LINE SIGNS	204905	05/17/21 - CHEVY COLORADO VEHICLE L...	Parts & Maintenance Supplies	501-0000-60675	297.74
THE GAS COMPANY	204902	04/2021 - SWEEPER FUEL	Street Sweeper	501-0000-60678	31.70
LA QUINTA CAR WASH, L.P.	204881	03/2021 - CAR WASH SVCS	Vehicle Repair & Maintenance	501-0000-60676	41.00
LA QUINTA CAR WASH, L.P.	204881	04/2021 - CAR WASH SVCS	Vehicle Repair & Maintenance	501-0000-60676	27.00
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					3,326.34
Fund: 502 - INFORMATION TECHNOLOGY					
TIME WARNER CABLE	204904	05/10-06/09/21 - CH INTERNET	Cable/Internet - Utilities	502-0000-61400	2,079.00
FISHER INTEGRATED INC	204868	04/2021 - CC VIDEO STREAMING	Consultants	502-0000-60104	600.00
FISHER INTEGRATED INC	204868	04/2021 - MONTHLY FLAT FEE FOR CC VID...	Consultants	502-0000-60104	800.00
LOBBYCENTRAL	204882	06/30/21-06/30/22 - CLOUD SERVICE 502...	Prepaid Expense	502-0000-13600	647.00
ANDERSON COMMUNICATION...	204851	02/2021-01/2022 - CODE RADIO SERVICES	Cell/Mobile Phones	502-0000-61301	1,134.00
ANDERSON COMMUNICATION...	204851	05/2020-04/2022 - HAND HELD RADIOS S...	Cell/Mobile Phones	502-0000-61301	324.00
CANON FINANCIAL SERVICES, ...	204855	05/2021 CITY PRINTER & 04/2021 METER ...	Copiers	502-0000-60662	2,265.16
CANON FINANCIAL SERVICES, ...	204855	05/20-06/19/21 - CITY CLERKS COPIER	Copiers	502-0000-60662	736.30
VERIZON WIRELESS	204912	04/02-05/01/21 - BACKUP SERVER (2183)	Cable/Internet - Utilities	502-0000-61400	65.77
ZOOM VIDEO COMMUNICATI...	204919	06/30-10/21/21 - ZOOM WEBINAR SVCS 5...	Prepaid Expense	502-0000-13600	1,061.92
ZOOM VIDEO COMMUNICATI...	204919	05/04-06/30/21 - ZOOM WEBINAR SERVIC...	Software Licenses	502-0000-60301	530.96
FRONTIER COMMUNICATIONS...	204869	05/10-06/09/21 - CH INTERNET	Cable/Internet - Utilities	502-0000-61400	105.03
FRONTIER COMMUNICATIONS...	204869	05/04-06/03/21 - DSL SVC	Cable/Internet - Utilities	502-0000-61400	217.34
Fund 502 - INFORMATION TECHNOLOGY Total:					10,566.48
Fund: 504 - INSURANCE FUND					
OFFICE DEPOT	204886	05/04/21 - ERGO ASSESSMENT FOOTREST...	Operating Supplies	504-1010-60420	-89.27

Demand Register

Packet: APPKT02792 - 05/21/21 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
OFFICE DEPOT	204886	04/14/21 - ERGO ASSESSMENT FOOTREST	Operating Supplies	504-1010-60420	89.27
Fund 504 - INSURANCE FUND Total:					0.00
Fund: 601 - SILVERROCK RESORT					
GARDAWORLD	204870	04/2021 - SRR ARMORED SVC	Bank Fees	601-0000-60455	2.00
HOME DEPOT CREDIT SERVICES	204873	04/01/21 - ADHESIVE SPRAY	Repair & Maintenance	601-0000-60660	80.54
HOME DEPOT CREDIT SERVICES	204873	04/05/21 - SLEEVE ANCHORS	Repair & Maintenance	601-0000-60660	12.91
HOME DEPOT CREDIT SERVICES	204873	04/12/21 - MATERIALS FOR SRR	Repair & Maintenance	601-0000-60660	58.87
HOME DEPOT CREDIT SERVICES	204873	04/15/21 - CABLE TIES	Repair & Maintenance	601-0000-60660	35.83
Fund 601 - SILVERROCK RESORT Total:					190.15
Grand Total:					238,143.45

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	88,948.19
201 - GAS TAX FUND	598.42
202 - LIBRARY & MUSEUM FUND	3,162.76
215 - LIGHTING & LANDSCAPING FUND	15,251.49
221 - AB 939 - CALRECYCLE FUND	26,750.00
270 - ART IN PUBLIC PLACES FUND	205.10
401 - CAPITAL IMPROVEMENT PROGRAMS	89,144.52
501 - FACILITY & FLEET REPLACEMENT	3,326.34
502 - INFORMATION TECHNOLOGY	10,566.48
504 - INSURANCE FUND	0.00
601 - SILVERROCK RESORT	190.15
Grand Total:	238,143.45

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	-899.59
101-0000-20981	United Way Deductions	42.00
101-0000-42433	Minor Use Permit	200.00
101-1002-60101	Contract Services - Admini...	3,150.00
101-1004-60129	Recruiting/Pre-Employe...	279.05
101-1004-60400	Office Supplies	24.46
101-1006-60103	Professional Services	35.84
101-2001-60109	LQ Police Volunteers	278.40
101-2001-60176	Sheriff - Other	1,235.09
101-2001-60420	Operating Supplies	154.36
101-2002-60545	Small Tools & Equipment	104.92
101-2002-60670	Fire Station	4,282.81
101-2002-60691	Maintenance/Services	1,173.41
101-2002-61200	Water - Utilities	99.13
101-2002-61304	Mobile/Cell Phones/Satell...	648.00
101-2002-61400	Cable/Internet - Utilities	10.56
101-3001-60400	Office Supplies	11.73
101-3002-60107	Instructors	2,216.80
101-3005-60184	Fritz Burns Pool Maintena...	425.00
101-3005-60431	Materials/Supplies	2,695.85
101-3005-60432	Tools/Equipment	54.30
101-3005-60691	Maintenance/Services	711.00
101-3005-61206	Water -Desert Pride - Utili...	288.44
101-3005-61207	Water -Pioneer Park - Utili...	687.11
101-3007-60410	Printing	73.83
101-3008-60431	Materials/Supplies	1,035.75
101-3008-60432	Tools/Equipment	192.27
101-3008-60667	HVAC	4,853.74
101-3008-60691	Maintenance/Services	1,455.00
101-3008-61200	Water - Utilities	17.68
101-6001-60351	Membership Dues	130.00
101-6002-60103	Professional Services	1,332.00
101-6003-60118	Plan Checks	14,718.75
101-6004-60103	Professional Services	4,501.25
101-6004-60111	Administrative Citation Se...	2,035.46
101-6004-60197	Animal Shelter Contract S...	29,561.38
101-6004-60400	Office Supplies	32.61
101-6006-60125	Temporary Agency Servic...	1,693.13
101-7003-60420	Operating Supplies	181.78
101-7006-60144	Contract Traffic Engineer	9,072.00
101-7006-60146	PM 10 - Dust Control	152.89
201-7003-60427	Safety Gear	33.30
201-7003-60429	Traffic Control Signs	273.07
201-7003-60431	Materials/Supplies	292.05

Account Summary

Account Number	Account Name	Expense Amount
202-3004-60667	HVAC	2,924.18
202-3004-60691	Maintenance/Services	39.54
202-3006-60691	Maintenance/Services	30.87
202-3006-61200	Water - Utilities	168.17
215-7004-60420	Operating Supplies	36.98
215-7004-60423	Supplies-Graffiti and Van...	46.63
215-7004-60431	Materials/Supplies	8,449.76
215-7004-60691	Maintenance/Services	4,757.10
215-7004-61116	Electric - Utilities	165.11
215-7004-61211	Water - Medians - Utilities	1,795.91
221-0000-60127	AB 939 Recycling Solutions	26,750.00
270-0000-60683	APP Maintenance	205.10
401-0000-20600	Retention Payable	4,440.39
401-0000-60108	Technical	12,742.50
401-0000-60188	Construction	71,961.63
501-0000-60675	Parts & Maintenance Supp..	297.74
501-0000-60676	Vehicle Repair & Mainte...	68.00
501-0000-60678	Street Sweeper	31.70
501-0000-60679	Motorcycle Repair & Main...	483.90
501-0000-71103	City Bldg Repl/Repair	2,445.00
502-0000-13600	Prepaid Expense	1,708.92
502-0000-60104	Consultants	1,400.00
502-0000-60301	Software Licenses	530.96
502-0000-60662	Copiers	3,001.46
502-0000-61301	Cell/Mobile Phones	1,458.00
502-0000-61400	Cable/Internet - Utilities	2,467.14
504-1010-60420	Operating Supplies	0.00
601-0000-60455	Bank Fees	2.00
601-0000-60660	Repair & Maintenance	188.15
	Grand Total:	238,143.45

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	132,974.55
141513T	Technical Expense	SilverRock Way Infra/Street Improv	10,420.00
151603CT	Construction Expense	La Quinta Village Complete St-ATP!	4,066.67
201603CT	Construction Expense	La Quinta Landscape Renovation Ir	23,576.00
201603RP	Retention Payable	La Quinta Landscape Renovation Ir	-1,178.80
201608CT	Construction Expense	SilverRock Event Space	7.35
201701T	Technical Expense	Washington Street at Fred Waring	2,322.50
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	12,344.53
202002RP	Retention Payable	Citywide Miscellaneous ADA Imprc	5,619.19
202003CT	Construction Expense	Citywide Public Safety Camera Syst	7,728.44
2021TMICT	Construction Expense	FY20/21 Traffic Maintenance Impr	36,583.17
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	31.70
STVRE	Short Term Vacation Rental Expense	Short Term Vacation Rental Trackir	3,648.15
	Grand Total:	238,143.45	

City of La Quinta

ATTACHMENT 2

Bank Transactions 05/10 – 05/21/2021

Wire Transaction

Listed below are the wire transfers from 05/10 – 05/21/2021.

Wire Transfers:

05/14/2021 - WIRE TRANSFER - CALPERS	\$	20,099.95
05/14/2021 - WIRE TRANSFER - CALPERS	\$	13,313.07
05/14/2021 - WIRE TRANSFER - CALPERS	\$	4,629.54
05/14/2021 - WIRE TRANSFER - ICMA	\$	4,591.96
05/14/2021 - WIRE TRANSFER - CALPERS	\$	444.99
05/14/2021 - WIRE TRANSFER - LQCEA	\$	414.00
05/21/2021 - WIRE TRANSFER - LANDMARK	\$	182,379.60
05/21/2021 - WIRE TRANSFER - LANDMARK	\$	79,811.66
TOTAL WIRE TRANSFERS OUT		<u>\$305,684.77</u>

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City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE CHANGE ORDER NO. 5 TO CONTRACT WITH JONES BROS CONSTRUCTION COMPANY FOR THE SILVERROCK WAY STREET IMPROVEMENTS PROJECT NO. 2014-13/141513 FOR MISCELLANEOUS ADDITIONAL WORK REQUESTS

RECOMMENDATION

Approve Change Order No. 5 in the amount of \$128,554 to Contract with Jones Bros Construction Company for the SilverRock Way Street Improvements backbone infrastructure Project 2014-13 for additional work requests to abandon existing sewer lift station, concrete encase utilities, increase catch basin depth, and additional time to protect in place above ground irrigation lines; and authorize the City Manager to execute the change order.

EXECUTIVE SUMMARY

- On February 4, 2020, a contract was awarded to Jones Bros Construction Company (Contractor) for construction of the SilverRock Way Street Improvements backbone infrastructure (Project) (Attachment 1) and construction began in July 2020.
- On December 1, 2020 Change Order No. 1 was authorized for \$69,117 for storm drain material change, idle time, sewer alignment change, and miscellaneous additional work requests.
- On February 8, 2021 Change Order No. 2 was authorized for \$39,238 for the construction of a retention basin along SilverRock Way near Jefferson Street.
- On February 16, 2021 Change Order No. 3 was authorized for \$69,437 for the construction of a retention basin at the SilverRock Driving Range.
- On March 16, 2021 Change Order No. 4 was authorized for \$135,710 for the construction of dry utility sleeves and landscape irrigation sleeves for future use, lowering of Coachella Valley Water District (CVWD) irrigation lines, and deletion of bid items 23-25.

- Change Order No. 5 (Attachment 2) includes the additional work requests to abandon existing sewer lift station for \$48,708, concrete encase utilities for \$52,400, increase catch basin depth for \$9,100, and additional time to protect in place above ground irrigation lines for \$18,346.

FISCAL IMPACT

There are sufficient funds in the project budget (Account No. 401-0000-60188, Project No. 141513) for change order in the amount of \$128,554:

	Budget
2002 Bond Proceeds	\$ 6,753,700
Developer Agreement	\$ 906,341
Total Budget:	\$ 7,660,041

The following is a list of all change orders to date:

	Total Contract
Original Contract Amount:	\$ 3,994,466
Change Order No. 1:	\$ 69,117
Change Order No. 2:	\$ 39,238
Change Order No. 3:	\$ 69,437
Change Order No. 4:	\$ 135,710
This Contract Change Order No. 5:	\$ 128,554
Final Contract Amount:	\$ 4,436,522

If this change order is authorized, there will be \$145,700 remaining in contingency.

BACKGROUND/ANALYSIS

Change Order No. 1 was for storm drain material change, idle time, sewer alignment change, and miscellaneous additional work requests.

Change Order No. 2 and No. 3 were for the construction retention basins along SilverRock Way near Jefferson Street and the SilverRock Driving Range.

Change Order No. 4 was to construct dry utility sleeves and landscape irrigation sleeves for future use, lowering of Coachella Valley Water District (CVWD) irrigation lines, and deletion of bid items 23-25.

Proposed Change Order No. 5 is for additional work request items. These include abandoning the existing sewer lift station and connecting an existing force main to satisfy the agreement with CVWD; encasing a waterline and sewer force main that cross to comply with County Health Variance; increasing

depth of two catch basins for future development to connect to; and for additional costs subcontractors have incurred to work around an above ground CVWD irrigation line which was subsequently lowered as authorized in Change Order No.4.

ALTERNATIVES

Staff does not recommend an alternate.

Prepared by: Carley Escarrega, Management Assistant

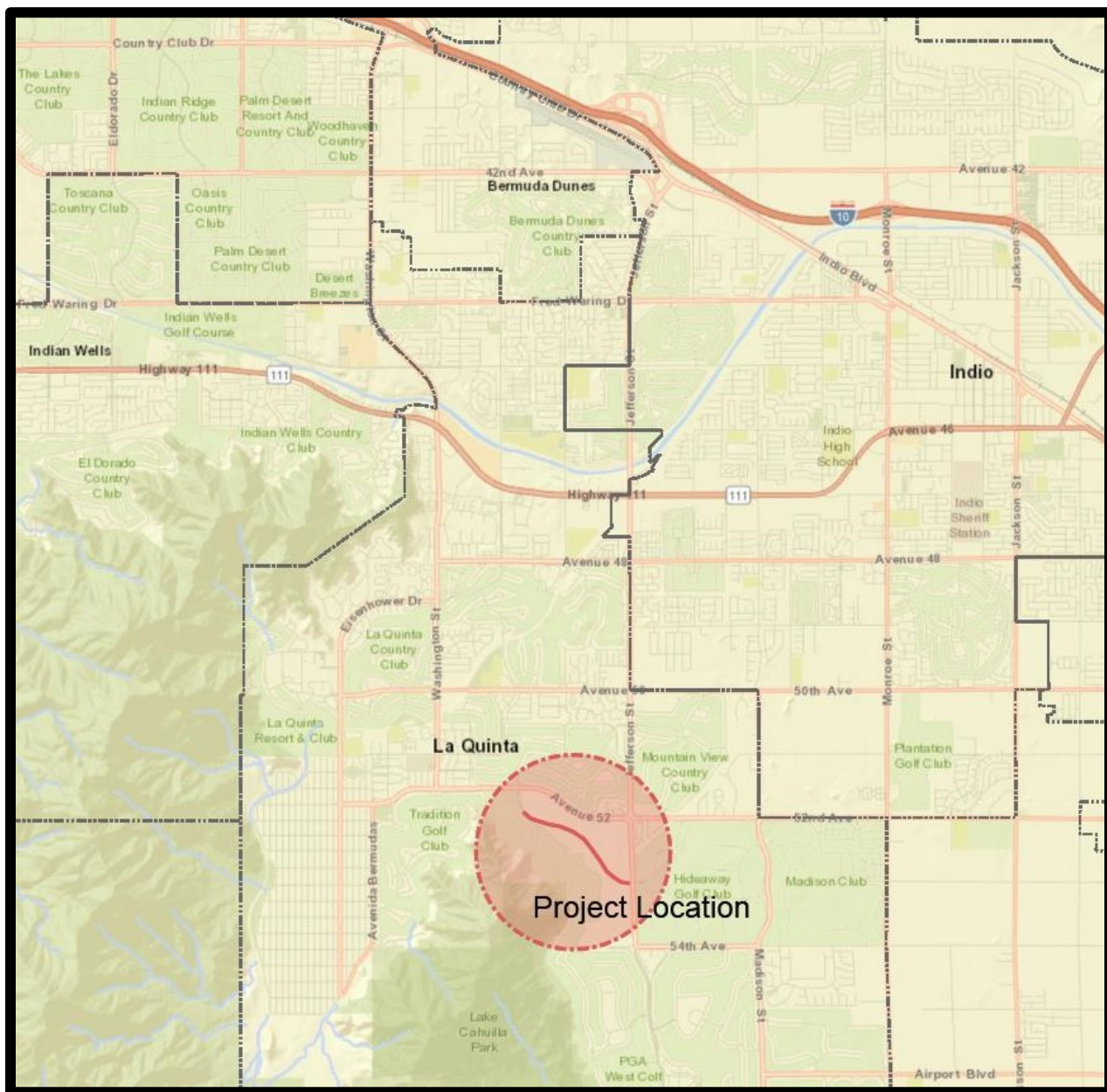
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

Attachments:

1. Project Vicinity Map
2. Change Order No. 5

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Vicinity Map



**SilverRock Way Street Improvements
(Project No. 2014-13)**

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CONTRACT: SilverRock Way Street Improvements

PROJECT NO. 2014-13

CONTRACTOR: Jones Bros Construction Company
85900 Jones Court
Coachella, CA 92236

CONTRACT CHANGE ORDER NO. 5

Pursuant to the terms of the original Contract Agreement, you are hereby directed to make the herein described changes or do the following described work not included in the plans and specifications for this Contract. Unless otherwise stated all work shall conform to the terms, general conditions, and special provisions of the original Contract.

DESCRIPTION OF CHANGE

- This Contract Change Order allows for increased depth, additional excavation & backfill, and added 18" pipe
Total \$9,100.00
 - This Contract Change Order allows for subcontractor NEI extra work around CVWD Canal water lines
Total \$15,352.50
 - This Contract Change Order allows for additional forming for curbs & gutters
Total \$2,994.00
 - This Contract Change Order allows for abandonment of wet well and tie exist force main into MH#23
Total \$48,708.00
 - This Contract Change Order allows for water and sewer extra work
Total \$52,400.00
- Total \$128,554.50**

Original Contract Amount	\$3,994,465.67
Contract Change Order No. 1	\$69,116.55
Contract Change Order No. 2	\$39,238.00
Contract Change Order No. 3	\$69,437.00
Contract Change Order No. 4	\$135,710.00
Add This Change Order No. 5	\$128,554.50
Revised Contract Total	\$4,436,521.72

By reason of this contract change order the time of completion is adjusted as follows: - 42 - days added to contract time.

The contract completion date shall be: 6/9/2021

Submitted By: _____ **Date:** _____

Approved By: _____ **Date:** _____

*We, the undersigned Contractor, **have given careful consideration to the change proposed and hereby agree**, if this proposal is approved, that we will provide all equipment, furnish all materials, perform all labor, except as may be noted above, and perform all services necessary to complete the above specified work, and hereby accept as full payment the amount shown above, which includes all direct and indirect overhead expenses for any delays.*

Accepted By: _____ **Title:** _____

Contractor: _____ **Date:** _____

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City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH TERRA NOVA PLANNING & RESEARCH, INC. TO INCREASE THE CONTRACT AMOUNT FOR ON-CALL PLANNING SERVICES

RECOMMENDATION

Approve Amendment No. 2 to Agreement for Contract Services with Terra Nova Planning & Research, Inc. for on-call planning services, for a total not to exceed amount of \$70,000 for fiscal year 2020/21; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- In 2019 Staff solicited proposals for on-call planning services from qualified firms to assist Staff during peak workloads and as needed for expertise on special and complex planning projects; Terra Nova Planning & Research, Inc. (Terra Nova) was selected as best qualified firm and a three-year agreement was executed, ending on June 30, 2022.
- On June 16, 2020, Amendment No. 1 was executed adding General Plan update services to the Scope of Work and additional compensation of \$69,975 due to a state mandate.
- The City has recently had applications for complex entitlement projects that have required more processing time than anticipated; Amendment No. 2 requests to increase the not to exceed amount for on-call planning services for fiscal year 2020/21 from \$60,000 to \$70,000 due to the increased workload.

FISCAL IMPACT

Funds are available in the Planning Division Professional Services budget for FY 20/21 for this increase (101-6002-60103).

	FISCAL YEAR	ANNUAL COMPENSATION
Contract Services Agreement	2019-2020	\$60,000
On-Call Planning Services	2020-2021	\$60,000
	2021-2022	\$60,000
Amendment No. 1 General Plan Update	2020/21-2021/22	\$69,975
Amendment No. 2 On-Call Planning Services	2020-2021	\$70,000 (proposed)
Optional 2-Year Agreement Term Extension	2022-2023	\$60,000
	2023-2024	\$60,000
TOTAL CONTRACT COMPENSATION:		\$379,975

BACKGROUND/ANALYSIS

In June 2019, the City solicited proposals for on-call planning services and received seven responses. A selection committee reviewed the proposals and Terra Nova was selected as the top ranked firm; and a three-year Agreement for Contract Services was executed through June 30, 2022.

In June 2020, Amendment No. 1 to Agreement with Terra Nova was executed for expanding the scope of work by adding services related to preparing an update to the Housing, Land Use, and Safety Elements of the General Plan, due to a state mandate; and increased the compensation by \$69,975 for FY 2020/21 and 2021/22.

There has been an increased workload of planning project applications in FY 2020/21 and Terra Nova has been assisting staff with processing complex entitlement applications. These applications consist of a General Plan Amendment, Zone Change, a new Specific Plan and a Specific Plan Amendment, Site Development Permit, Tentative Tract Map and an Environmental Impact Report.

Amendment No. 2 requests to increase the not to exceed agreement amount for FY 2020/21 from \$60,000 to \$70,000 for on-call planning services due to the increased workload.

ALTERNATIVES

Council may elect not to approve the Amendment.

Prepared by: Cheri L. Flores, Planning Manager
 Approved by: Danny Castro, Design and Development Director

Attachment: 1. Amendment No. 2 to Agreement for Contract Services

ATTACHMENT 1

**AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH
TERRA NOVA PLANNING & RESEARCH, INC.**

This Amendment No. 2 ("Amendment No. 2") to Agreement for Contract Services ("Agreement") with Terra Nova Planning & Research, Inc. is made and entered into as of the 1st day of June 2021 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and Terra Nova Planning & Research, Inc. ("Contracting Party").

RECITALS

WHEREAS, on or about September 9, 2019, the City and Contracting Party entered into a three-year Agreement to provide on-call planning services in an amount not to exceed \$60,000.00 per year for the life of the Agreement; the Agreement expires June 30, 2022; and

WHEREAS, on June 16, 2020, the City and Contracting Party executed Amendment No. 1, to include additional services relating to preparing an update to the Housing, Land Use, and Safety Elements of the General Plan, and increased the Contract Sum by an additional \$69,975 per year for fiscal years 2020/21 and 2021/22; and

WHEREAS, the City and Contracting Party mutually agree to increase the not to exceed compensation amount by \$10,000 for fiscal year 2020/2021 due to an increase in workload for complex entitlement projects that require more processing time, and amend Section 2.1 Contract Sum to reflect this change.

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

AMENDMENT NO. 2

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

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

For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") listing in detail annual compensation per fiscal year and service types, in an amount not to exceed Three-Hundred Seventy Nine Thousand Nine-Hundred and Seventy Five Dollars (**\$379,975**) for the

life of the Agreement, encompassing the initial and any extended terms (the "Contract Sum"), except as provided in Section 1.7.

- 2. "Exhibit B" – Schedule of Compensation is amended as listed in "Exhibit B", attached hereto and incorporated by this reference.

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

IN WITNESS WHEREOF, the City and Contracting Party have executed this Amendment No. 2 to the Agreement for Contract Services on the respective dates set forth below.

CITY OF LA QUINTA
a California municipal corporation

TERRA NOVA PLANNING & RESEARCH

Jon McMillen, City Manager
City of La Quinta, California

John D. Criste, President

Dated: _____

Dated: _____

ATTEST:

Nicole Sauviat Criste, Vice President

Monika Radeva, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

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 as noted in detail below per fiscal year and service types, for a total not to exceed amount of \$379,975 ("Contract Sum") for the life of the Agreement encompassing the initial and any extended terms.

The Contract Sum shall be paid to Contracting Party identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

<u>Initial Term:</u>	<u>Not to Exceed:</u>
FY 2019/20 On-Call Planning Services	\$60,000
FY 2020/21 On-Call Planning Services	\$70,000
FY 2021/22 On-Call Planning Services	\$60,000
FY 2020/21 & 2021/22 General Plan Update	\$69,975
Initial Term Total:	\$259,975
<u>Optional 2-Year Term Extension:</u>	<u>Not to Exceed:</u>
FY 2022/23 On-Call Planning Services	\$60,000
FY 2023/24 On-Call Planning Services	\$60,000
Extended Term Total:	\$120,000
<hr/>	
Total Not to Exceed:	\$379,975

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AGENDA TITLE: APPROVE COOPERATIVE AGREEMENT WITH THE COUNTY OF RIVERSIDE TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES; AND APPROVE COOPERATIVE AGREEMENT BETWEEN THE CITIES OF INDIO, LA QUINTA, COACHELLA, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A LADDER TRUCK COMPANY

RECOMMENDATION

- A. Approve a Cooperative Agreement with the County of Riverside to provide fire protection, fire prevention, rescue, fire marshal and medical emergency services; and authorize the City Manager to execute the Agreement.
- B. Approve Cooperative Agreement between the Cities of Indio, La Quinta, Coachella, and the County of Riverside to share the cost of a ladder truck company; and authorize the City Manager to execute the Agreement.

EXECUTIVE SUMMARY

- The City of La Quinta contracts with the County of Riverside for fire services.
- The current Cooperative Agreement with the County of Riverside for fire and medical emergency services (Fire Service Agreement) will expire on June 30, 2021. The new Fire Services Agreement (Attachment 1) term will be from July 1, 2021 to June 30, 2024.
- The current Cooperative Agreement between the Cities of Indio, La Quinta, Coachella and the County of Riverside for ladder truck cost sharing (Ladder Truck Agreement) will expire on June 30, 2021. The new Ladder Truck Agreement (Attachment 2) term will be from July 1, 2021 to June 30, 2024 and includes the ladder truck staffing and maintenance costs.
- Service levels will remain the same, except that Emergency Management Department (EMD) service fees are no longer included in the fire service agreement representing a savings of approximately \$110,000.

FISCAL IMPACT

Cost for fire services is estimated at approximately \$6,820,177, including the cost of the ladder truck agreement. The annual fire property tax revenue will cover all cost for FY 2021-22. For each subsequent year after FY 21/22, the County has included a flat increase of 5%. Should expenses exceed the fire property tax revenue, the difference will come from the fire reserve balance.

BACKGROUND/ANALYSIS

Since 1986, the City has contracted fire services from the County of Riverside, which in turn has an agreement with the California Department of Forestry and Fire Protection to provide fire services. The contract provides fire staffing for all three city fire stations, 24 hours a day, a Fire Safety Specialist assigned to the City and Battalion Chief support to oversee day to day operations.

Since 2006, the City has participated in a cooperative agreement to operate a ladder truck for the mutual benefit of the Cities of La Quinta, Indio, Coachella and County of Riverside. The cost allocation remains the same: the City of Indio contributes 50%, the County of Riverside 25%, and the City of Coachella and La Quinta each pay 12.5% of the actual cost of staffing and ladder truck maintenance. The estimated cost for FY 2021-22 is \$229,677. On September 15, 2020, the City approved the acquisition of a replacement ladder truck, the new truck should be in operation by FY 2022-23.

A noteworthy change is that services provided by the County Emergency Management Department (EMD) have been eliminated from fire service agreement. If City elects to contract County for additional EMD services, a separate contract will need to be established with EMD.

Approval of these agreements represents a continuation of service levels. In early 2020, the City contracted with Matrix Consulting Group, Inc to conduct a comprehensive review of fire services and the study was delayed due to the pandemic. The study is nearly complete and staff will bring forth a study session of that report, which will look at long term fire service planning and operational needs.

ALTERNATIVES

Given that the existing agreement expires June 30, 2021 and fire services are needed, staff does not recommend an alternative.

Prepared by: Martha Mendez, Public Safety Manager

Approved by: Chris Escobedo, Community Service Director

Attachments: 1. Fire Cooperative Agreement
2. Fire Ladder Truck Agreement

ATTACHMENT 1

A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY"), and the City of La Quinta a duly created city (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE"), to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter referred to as "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code sections §55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his/her designee (hereinafter referred to as "Chief"), shall represent COUNTY and CITY during the period of this Agreement, and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison (hereinafter referred to as "Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee, and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit “A” for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY–requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit “A,” CITY shall provide one hundred twenty (120) days written notice of the proposed requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY’s request to reduce services below the COUNTY Board of Supervisors–approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit “A,” on a quarterly basis. The COUNTY is mandated per Government Code section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit “A” made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit “A.” The CITY is obligated to expend or appropriate any sum in excess of Exhibit “A” increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit “A” as a result of action by the Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in

Exhibit "A" that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" or Exhibit "C" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibits "A" or "C" on behalf of CITY.

F. _____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. _____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. _____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "D" are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshall Services.

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this Agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge, up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Two Thousand Fifty-Five Dollars (\$2,055) per day or Fourteen Thousand Three Hundred Eighty-Four Dollars (\$14,384) per week.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code section 13146.3 at a cost to the owner as outlined in COUNTY Ordinance No. 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2021, to June 30, 2024.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the term of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code sections 13051 and 13054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, Riverside County Ordinance No. 787, section 5.E.2., and California Fire Code, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code section 53150, et seq., as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case, CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include

CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of La Quinta from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses,

attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (E.g., Gov. Code, §8546.7).

B. Each party shall bear its own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation

shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY's contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

SECTION XIV: ATTORNEYS' FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY OF RIVERSIDE
Riverside County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

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

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or

facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF LA QUINTA

Dated: _____

By: _____
Jon McMillen, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Monika Radeva, City Clerk

By: _____
William H. Ihrke, City Attorney

(SEAL)

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

KECIA HARPER
Clerk of the Board

By: _____
Deputy

By: _____
MELISSA R. CUSHMAN
Deputy County Counsel

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA
DATED JULY 1, 2021 FOR FY2021/2022 THRU FY2023/2024

CITY BUDGET COST ESTIMATE (with Tax Credit)

FISCAL YEAR 2021/2022	(\$227,670)
FISCAL YEAR 2022/2023	\$100,084
FISCAL YEAR 2023/2024	\$444,129
TOTAL CITY BUDGET ESTIMATE FOR FY2021/2022 THRU FY2023/2024	<u><u>\$316,542</u></u>

CITY BUDGET COST ESTIMATE (without Tax Credit)

FISCAL YEAR 2021/2022	\$ 6,820,177
FISCAL YEAR 2022/2023	\$ 7,147,932
FISCAL YEAR 2023/2024	\$ 7,491,977
TOTAL CITY BUDGET ESTIMATE FOR FY2021/2022 THRU FY2023/2024	<u><u>\$ 21,460,086</u></u>

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA
DATED JULY 1, 2021 FOR FY2021/2022

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS				
STA #32											
Medic Engine	225,271	1	198,282	1	347,662	2	399,919	2	1,171,135	6	
STA #70											
Medic Engine	225,271	1	198,282	1	347,662	2	399,919	2	1,171,135	6	
STA #93											
Medic Engine	225,271	1		226,431	1	347,662	2	399,919	2	1,199,283	6
Fixed Relief				226,431	1		399,919	2	626,350	3	
Vac. Relief - Engine			198,282	1	226,431	1	199,960	1	624,673	3	
SUBTOTALS	675,813		594,846	679,293	1,042,986		1,799,637		\$4,792,576		
SUBTOTAL STAFF	3		3	3	6		9			24	
FIRE SAFETY SPECIALIST (PCN 114438)				161,564	each				161,564	1	
SUBTOTAL									\$161,564	25	

ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative/Operational (Schedule A)	16,082	per assigned Staff **		418,299	26.01
Volunteer Program (Schedule B)	5,504	Per Entity Allocation		5,504	1
Medic Program (Schedule C)	10,648	Medic FTE and	1,370	per Defib	135,930 12.38
Battalion Chief Support (Schedule D)	78,644	.29 FTE per Station		235,932	3
ECC Support (Schedule E)	28.12	per Call and	18,529	per Station	184,975
Fleet Support (Schedule F)	65,330	per Fire Suppression Equip		195,991	3
Comm/IT Support (Schedule G)	41.21	per Call and	27,160	per Station	271,107
Hazmat Support (Schedule I)	1,096	per Call and	4,468	per Station	22,965

SUPPORT SERVICES SUBTOTAL **\$1,470,705**

DIRECT CHARGES

FIRE ENGINE USE AGREEMENT	36,250	each engine		56,906	
COOPERATIVE TRUCK AGREEMENT 12.5%				108,750	3
				229,677	12.50%

TOTAL STAFF COUNT 26.01

TOTAL **ESTIMATED** CITY BUDGET **\$6,820,177**

* LA QUINTA **ESTIMATED** FIRE TAX CREDIT **(7,047,848)**

NET **ESTIMATED** CITY BUDGET **(\$227,670)**

* STRUCTURAL FIRE TAXES (2,103,300)
ESTIMATED REDEVELOPMENT PASS THRU (5,132,548)
 total contract transfer 188,000
 TOTAL **ESTIMATED** TAX FUNDING **(\$7,047,848)**

3	Fire Stations	24.0	Assigned Staff
4,602	Number of Calls	1.13	Indio Truck (12.5%)
12.38	Assigned Medic FTE	0.88	Battalion Chief Support
3	Monitors/Defibs	**	26.01
3	Hazmat Stations		Total Assigned Staff
7	Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

- | | |
|-----------------|------------------------|
| Finance | Procurement |
| Training | Emergency Services |
| Data Processing | Fire Fighting Equip. |
| Accounting | Office Supplies/Equip. |
| Personnel | |

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cyc

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 21/22 POSITION SALARIES TOP STEP (per assumptions below)

316,514	DEPUTY CHIEF	36,250	FIRE ENGINE
312,336	DIV CHIEF	16,082	SRVDEL
263,060	BAT CHIEF	5,504	VOL DEL
225,271	CAPT	10,648	MEDIC FTE
254,658	CAPT MEDIC	1,370	MEDIC MONITORS/DEFIBS REPLACEMENT
198,282	ENG	78,644	BATT DEL
226,431	ENG/MEDIC	18,529	ECC STATION
173,831	FF II	28.12	ECC CALLS
199,960	FF II/MEDIC	65,330	FLEET SUPPORT
173,935	FIRE SAFETY SUPERVISOR	27,160	COMM/IT STATION
161,564	FIRE SAFETY SPECIALIST	41.21	COMM/IT CALLS
141,812	FIRE SYSTEMS INSPECTOR	1,442	FACILITY STATION
83,148	OFFICE ASSISTANT III	418.92	FACILITY FTE
94,600	SECRETARY I	4,468	HAZMAT STATION
179,773	COUNTY DEPUTY FIRE MARSHAL	1,095.74	HAZMAT CALLS
		1,891	HAZMAT VEHICLE REPLACEMENT

***Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Estimated Support Services based on assumptions above

FY 21/22 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvemer	542060	Capital Improvements Facilities

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA
DATED JULY 1, 2021 FOR FY2022/2023

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS				
STA #32											
Medic Engine	236,535	1	208,196	1	365,045	2	419,915	2	1,229,691	6	
STA #70											
Medic Engine	236,535	1	208,196	1	365,045	2	419,915	2	1,229,691	6	
STA #93											
Medic Engine	236,535	1		237,752	1	365,045	2	419,915	2	1,259,248	6
Fixed Relief				237,752	1		419,915	2	657,668	3	
Vac. Relief - Engine			208,196	1	237,752	1	209,958	1	655,906	3	
SUBTOTALS	709,604		624,589	713,257	1,095,135		1,889,619		\$5,032,205		
SUBTOTAL STAFF	3		3	3	6		9			24	
FIRE SAFETY SPECIALIST (PCN 114438)				164,796	each				164,796	1	
SUBTOTAL									\$164,796	25	

ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative/Operational (Schedule A)	16,886	per assigned Staff **		439,214	26.01	
Volunteer Program (Schedule B)	5,779	Per Entity Allocation		5,779	1	
Medic Program (Schedule C)	11,180	Medic FTE and	1,439	per Defib	142,726	12.38
Battalion Chief Support (Schedule D)		82,576	.29	FTE per Station	247,729	3
ECC Support (Schedule E)	29.52	per Call and	19,455	per Station	194,224	
Fleet Support (Schedule F)		68,597	per Fire Suppression Equip		205,791	3
Comm/IT Support (Schedule G)	43.27	per Call and	28,518	per Station	284,662	
Hazmat Support (Schedule I)	1,151	per Call and	4,691	per Station	24,114	

SUPPORT SERVICES SUBTOTAL						\$1,544,240	
DIRECT CHARGES						56,906	
FIRE ENGINE USE AGREEMENT		36,250	each engine			108,750	3
COOPERATIVE TRUCK AGREEMENT 12.5%						241,036	12.50%

TOTAL STAFF COUNT 26.01

TOTAL **ESTIMATED** CITY BUDGET **\$7,147,932**

* LA QUINTA **ESTIMATED** FIRE TAX CREDIT **(7,047,848)**

NET **ESTIMATED** CITY BUDGET **\$100,084**

* STRUCTURAL FIRE TAXES (2,103,300)
ESTIMATED REDEVELOPMENT PASS THRU (5,132,548)
 total contract transfer 188,000
TOTAL ESTIMATED TAX FUNDING **(\$7,047,848)**

3	Fire Stations	24.0	Assigned Staff	
4,602	Number of Calls	1.13	Indio Truck (12.5%)	
12.38	Assigned Medic FTE	0.88	Battalion Chief Support	
3	Monitors/Defibs	**	26.01	Total Assigned Staff
3	Hazmat Stations			
7	Number of Hazmat Calls			

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

- | | |
|-----------------|------------------------|
| Finance | Procurement |
| Training | Emergency Services |
| Data Processing | Fire Fighting Equip. |
| Accounting | Office Supplies/Equip. |
| Personnel | |

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cyc

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 22/23 POSITION SALARIES TOP STEP (per assumptions below)

332,340	DEPUTY CHIEF	36,250	FIRE ENGINE
327,953	DIV CHIEF	16,886	SRVDEL
276,213	BAT CHIEF	5,779	VOL DEL
236,535	CAPT	11,180	MEDIC FTE
267,391	CAPT MEDIC	1,439	MEDIC MONITORS/DEFIBS REPLACEMENT
208,196	ENG	82,576	BATT DEL
237,752	ENG/MEDIC	19,455	ECC STATION
182,523	FF II	29.52	ECC CALLS
209,958	FF II/MEDIC	68,597	FLEET SUPPORT
177,414	FIRE SAFETY SUPERVISOR	28,518	COMM/IT STATION
164,796	FIRE SAFETY SPECIALIST	43.27	COMM/IT CALLS
144,649	FIRE SYSTEMS INSPECTOR	1,514	FACILITY STATION
84,811	OFFICE ASSISTANT III	439.86	FACILITY FTE
96,492	SECRETARY I	4,691	HAZMAT STATION
183,369	COUNTY DEPUTY FIRE MARSHAL	1,150.52	HAZMAT CALLS
		1,986	HAZMAT VEHICLE REPLACEMENT

***Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY21/22.

FY 22/23 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvermer	542060	Capital Improvements Facilities

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA
DATED JULY 1, 2021 FOR FY2023/2024

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS				
STA #32											
Medic Engine	248,361	1	218,606	1	383,297	2	440,911	2	1,291,176	6	
STA #70											
Medic Engine	248,361	1	218,606	1	383,297	2	440,911	2	1,291,176	6	
STA #93											
Medic Engine	248,361	1		249,640	1	383,297	2	440,911	2	1,322,210	6
Fixed Relief				249,640	1		440,911	2	690,551	3	
Vac. Relief - Engine			218,606	1	249,640	1	220,456	1	688,702	3	
SUBTOTALS	745,084		655,818	748,920	1,149,892		1,984,100		\$5,283,815		
SUBTOTAL STAFF	3		3	3	6		9			24	
FIRE SAFETY SPECIALIST (PCN 114438)				168,091	each				168,091	1	
SUBTOTAL									\$168,091	25	
ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)											
Administrative/Operational (Schedule A)				17,731	per assigned Staff **				461,175	26.01	
Volunteer Program (Schedule B)				6,068	Per Entity Allocation				6,068	1	
Medic Program (Schedule C)			11,739	Medic FTE and	1,511	per Defib			149,863	12.38	
Battalion Chief Support (Schedule D)				86,705	.29 FTE per Station				260,116	3	
ECC Support (Schedule E)			31.00	per Call and	20,428	per Station			203,935		
Fleet Support (Schedule F)				72,027	per Fire Suppression Equip				216,080	3	
Comm/IT Support (Schedule G)			45.43	per Call and	29,944	per Station			298,895		
Hazmat Support (Schedule I)			1,208	per Call and	45.43	per Station			25,319		
SUPPORT SERVICES SUBTOTAL									\$1,621,452		
DIRECT CHARGES									56,906		
FIRE ENGINE USE AGREEMENT				36,250	each engine				108,750	3	
COOPERATIVE TRUCK AGREEMENT 12.5%									252,963	12.50%	
TOTAL STAFF COUNT										26.01	
TOTAL ESTIMATED CITY BUDGET									\$7,491,977		
* LA QUINTA ESTIMATED FIRE TAX CREDIT									(7,047,848)		
NET ESTIMATED CITY BUDGET									\$444,129		
* STRUCTURAL FIRE TAXES				(2,103,300)							
ESTIMATED REDEVELOPMENT PASS THRU				(5,132,548)							
total contract transfer				188,000							
TOTAL ESTIMATED TAX FUNDING				(\$7,047,848)							
	3	Fire Stations				24.0	Assigned Staff				
	4,602	Number of Calls				1.13	Indio Truck (12.5%)				
	12.38	Assigned Medic FTE				0.88	Battalion Chief Support				
	3	Monitors/Defibs			**	26.01	Total Assigned Staff				
	3	Hazmat Stations									
	7	Number of Hazmat Calls									

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

- | | |
|-----------------|------------------------|
| Finance | Procurement |
| Training | Emergency Services |
| Data Processing | Fire Fighting Equip. |
| Accounting | Office Supplies/Equip. |
| Personnel | |

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 23/24 POSITION SALARIES TOP STEP (per assumptions below)

348,957	DEPUTY CHIEF	36,250	FIRE ENGINE
344,350	DIV CHIEF	17,731	SRVDEL
290,023	BAT CHIEF	6,068	VOL DEL
248,361	CAPT	11,739	MEDIC FTE
280,761	CAPT MEDIC	1,511	MEDIC MONITORS/DEFIBS REPLACEMENT
218,606	ENG	86,705	BATT DEL
249,640	ENG/MEDIC	20,428	ECC STATION
191,649	FF II	31.00	ECC CALLS
220,456	FF II/MEDIC	72,027	FLEET SUPPORT
180,962	FIRE SAFETY SUPERVISOR	29,944	COMM/IT STATION
168,091	FIRE SAFETY SPECIALIST	45.43	COMM/IT CALLS
147,542	FIRE SYSTEMS INSPECTOR	1,590	FACILITY STATION
86,507	OFFICE ASSISTANT III	461.86	FACILITY FTE
98,422	SECRETARY I	4,926	HAZMAT STATION
187,036	COUNTY DEPUTY FIRE MARSHAL	1,208.05	HAZMAT CALLS
		2,085	HAZMAT VEHICLE REPLACEMENT

***Cost Assumptions:**

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY22/23

FY 23/24 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvermer	542060	Capital Improvements Facilities

EXHIBIT "B"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF LA QUINTA
DATED JULY 1, 2021**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES**

A. CREDIT TO CITY

Of the sum CITY has appropriated to provide fire protection services within the area of responsibility of CITY, COUNTY shall allow a credit to CITY in the estimated amount that represents 100% of the annual structural fire taxes collected by the County and annual Redevelopment Pass Thru Funds in excess of \$188,300 collected by COUNTY within the areas of responsibility of CITY. The amount of this credit shall be determined by the County Auditor-Controller prior to the COUNTY's billing of its claim for services with CITY as approved herein. The claim filed by COUNTY with CITY shall be those expenses in excess of the credit allowed to CITY. If the credit allowed to CITY is in excess of the expenses, any excess credit will be deposited by the COUNTY into a trust fund for future fire facilities, equipment and/or services within CITY. The procedures for use of the trust funds are outlined as follows:

B. TRUST FUND PROCEDURES

The excess credit deposited in a trust fund for Fiscal Year 2018/2019 and for subsequent fiscal years during the term of this Agreement shall be expended, dispersed and accounted for as follows:

The trust funds may be used for future fire facilities, equipment, or for future services, at CITY's option. CITY shall have the right to designate the use of the trust funds for one or more of these purposes.

If CITY opts to utilize the trust funds for fire facilities being constructed or rehabilitated in CITY, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY, or to CITY's designee, within 30 days of receiving CITY's written notification of its option.

If CITY opts to utilize the trust funds for equipment purchase or equipment rental, COUNTY shall, upon CITY's request, release the funds for that purpose to CITY or to CITY's designee, within 30 days of receiving CITY's written notification of its option.

If CITY opts to utilize the trust funds for services, it may either request increased services or supplement the fund as a credit applied to future service costs.

The trust funds shall be maintained in an interest-bearing account. The interest earned shall be added to the amount of the trust fund.

COUNTY shall provide an annual accounting of the trust fund amount to CITY by August 1, 2021, and by August 1st of each year thereafter, during the term of this Agreement. CITY shall review the accounting within 30 days of receipt, and shall notify COUNTY of any dispute or objection thereto. CITY and COUNTY shall reconcile any dispute within 30 days thereafter.

If any amount remains in the trust funds upon the effective date of the termination of this Agreement, the funds shall be returned to CITY within 30 days of the date of the termination, unless extended. CITY agrees that the returned funds shall only be used for fire service, equipment and fire facilities.

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY LA QUINTA
DATED JULY 1, 2021**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 32

Engine E32, RCO No. 08-881 \$ 36,250.00

Station 70

Engine E70, RCO No. 07-851 \$ 36,250.00

Station 93

Engine E93, RCO No. 15-835 \$ 36,250.00

\$ 108,750.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the

CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$725,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

EXHIBIT “D”

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA DATED JULY 1, 2021

PAYMENT FOR ADDITIONAL SERVICES OFFICE OF THE FIRE MARSHAL AGREEMENT

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events and Fireworks
- Investigation of fire safety complaints
- Meeting with development applicants and customers
- Annual Business Inspection

Administrative activities -

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all direct operating supplies for each position in accordance with COUNTY requirements and/or standards. These supplies include, but are not limited to:

- Vehicle and regular maintenance
- Training

- Office space, furniture, Code & Standard reference books, and general & field supplies
- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Exhibit and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.

ATTACHMENT 2

A COOPERATIVE AGREEMENT BETWEEN THE CITY OF INDIO, THE CITY OF LA QUINTA, THE CITY OF COACHELLA, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A LADDER TRUCK COMPANY

THIS AGREEMENT, was made and entered into this _____ day of _____, 2021, by and between the County of Riverside, on behalf of the Fire Department, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and the City of Indio, City of La Quinta, and the City of Coachella, each a duly created city (hereinafter each a "CITY" and collectively the "CITIES"). COUNTY and CITIES are hereinafter collectively referred to as the "Parties".

SECTION I: PURPOSE

A. The COUNTY has contracted with the CITIES individually for the provision of Fire Protection, Fire Prevention, Rescue, and Medical Services in a separate cooperative agreement respectively.

B. The CITIES and COUNTY desire to enter into a cost sharing agreement for a ladder truck which will be of mutual benefit for all involved agencies.

C. The CITIES and COUNTY believe the ladder truck staffing cost should be equitably distributed to the participating agencies.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The ladder truck shall be dispatched, when available, to all residential and commercial structure fires within the jurisdictions of the CITIES and COUNTY. The ladder truck shall also be utilized for staffing and expertise in other emergencies relating to entrapment and medical emergencies. The truck shall be located in a position to provide a response time of fifteen minutes, or less, to the CITIES.

SECTION III: COST SHARE

The Parties agree the cost of the ladder truck shall be billed to CITIES by the COUNTY with the normal quarterly billing pursuant to the CITIES respective cooperative agreements, and the cost will be shown as a line item on that bill. The CITIES will receive an estimated cost of the ladder truck staffing based on the top step salaries of the personnel assigned to the ladder truck, at the first of the fiscal year. The cost pool of the ladder truck shall consist of the salaries of 2.3 Fire Captains, 2.3 Fire Apparatus Engineers, 3 Firefighter II Paramedics and 1.4 Firefighters II. A maintenance budget of

\$20,000 will also be included in the cost pool. The cost shall be allocated as follows: the City of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve and one half percent (12.5%) of the actual cost of the staffing and maintenance of the ladder truck.

SECTION IV: TERM

The term of this Agreement shall be from July 1, 2021 to June 30, 2024. Any party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party's hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of the California Department of Forestry and Fire Protection (hereinafter "CAL FIRE") or CITIES, COUNTY agrees to continue to provide Fire Services to CITIES until such time as CITIES has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2023.

SECTION V: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITIES, their agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**City Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**County Liabilities**"). Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the City Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of a City Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, but subject to the limits in this paragraph, each CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**County Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity,

directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by the respective CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of the respective CITY, its officers, employees, subcontractors, agents, or representatives (collectively, "**City Liabilities**"). No CITY shall be required to indemnify, protect, defend and hold harmless County Indemnitees for the acts or omissions of another CITY giving rise to City Liabilities in that other City pursuant to this Agreement. Furthermore, and notwithstanding the first sentence of this paragraph, the City Liabilities with respect to which each CITY's obligation to indemnify, including the cost to defend, the County Indemnitees does not apply with respect to City Liabilities resulting from the negligence or willful misconduct of a County Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement."

SECTION VI: OWNERSHIP, MAINTENANCE, REPAIRS

The City of Indio owns the ladder truck and maintains the insurance on said ladder truck. The ladder truck maintenance and/or repair costs shall be paid through the cost allocation plan or as a direct invoice allocated to each Party, with the City of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve and one half percent (12.5%) of the actual cost of the maintenance and/or repair of the ladder truck.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

CITY OF COACHELLA
City Manager
1515 6th Street
Coachella, CA 92236

CITY OF INDIO
City Manager
100 Civic Center Mall
Indio, CA 92201

CITY OF LA QUINTA
City Manager
78-495 Calle Tampico
La Quinta, CA 92247

COUNTY OF RIVERSIDE
County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

Any notice required to be given hereunder to either party shall be given by personal delivery or be deposited in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII: GENERAL PROVISIONS

A. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both Parties.

B. DISPUTES

CITIES shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITIES, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITIES has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITIES and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITIES and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITIES and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY's contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

C. WAIVER

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. The CITIES respective City Manager shall administer this Agreement on behalf of its own CITIES.

F. ATTORNEY'S FEES

If CITIES fail to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITIES to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

G. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

[SIGNATURE PROVISIONS ON NEXT PAGE]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF COACHELLA

Dated: _____

By: _____
Steven Hernandez, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Angela M. Zepeda, City Clerk

By: _____
Carlos Campos, City Attorney

(SEAL)

CITY OF INDIO

Dated: _____

By: _____
Elaine Holmes, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Cynthia Hernandez, City Clerk

By: _____
Roxanne Diaz, City Attorney

(SEAL)

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

CITY OF LA QUINTA

Dated: _____

By: _____
Jon McMillen, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Monika Radeva, City Clerk

By: _____
William H. Ihrke, City Attorney

(SEAL)

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

By: _____
GREGORY P. PRIAMOS,
County Counsel

(SEAL)

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City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE THIRD ROUND COMMUNITY SERVICES GRANTS FOR FISCAL YEAR 2020/21

RECOMMENDATION

Approve third round Community Services Grants for fiscal year 2020/21.

EXECUTIVE SUMMARY

- The Council considers Community Services Grants and Economic Development/Marketing funding requests three times per fiscal year.
- Four grant applications were received and reviewed by the Community Services Grant Ad Hoc Committee (Committee).

FISCAL IMPACT

The total 2020/21 grant budget is \$60,000. During the last two rounds the Council awarded \$32,800 leaving a balance of \$27,200 (Account No. 101-3001-60510). The Committee recommends funding \$16,500 of these requests.

BACKGROUND/ANALYSIS

Grants are awarded to 501(c)3 non-profit organizations that benefit La Quinta residents. Grants are limited to \$5,000 per request and consecutive fiscal year funding is not allowed (Attachment 1).

Council created a Starter Grant category for organizations applying for the first time. This allows first time applicants up to \$500 of funding and eligibility to apply again the next fiscal year.

The Committee did request staff look at ways to recognize grant recipients and promote the programs/services that have been funded by this grant opportunity.

The Committee, comprised of Mayor Pro-Tem Radi and Council Member Sanchez, reviewed the applications and recommended the following:

Applicant	Requested	Committee Recommendation
Big Brothers Big Sisters of the Desert	\$5,000	\$5,000
Gold RiteCare Childhood Language Center	\$5,000	\$1,500
La Quinta High School Blackhawk Brigade	\$4,040	\$5,000
Warrior One Camp	\$5,000	\$5,000
Total	\$19,040	\$16,500
*Starter Grant Recipient		

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

ALTERNATIVES

Council may modify and/or deny funding for any or all grant applications received.

Prepared by: Christina Calderon, Community Resources Manager
 Approved by: Chris Escobedo, Community Resources Director

- Attachments: 1. City of La Quinta Grant Guidelines
 2. Grant Request Descriptions

COMMUNITY SERVICES GRANT OVERVIEW

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

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

IS MY ORGANIZATION ELIGIBLE?

Q: How much money is available?

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

Q: Who can apply for this grant?

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

Q: Can an individual apply for this grant?

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

Q: What if my organization is applying for a grant for the first time?

A: Organizations applying to the Community Services Grant program for the first time are eligible for a "Starter Grant" The "Starter Grant" allows first time applicants grant funding up to \$500 if they demonstrate their commitment to provide services to the La Quinta community. If an organization is selected to receive the "Starter Grant" they would then be eligible to apply to the program again the next fiscal year.

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

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

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

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

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

A: Yes, and No. Organizations that were funded before June 30, 2019 are now eligible to apply. Organizations that were funded after July 1, 2019 are ineligible for funding and must wait until July 1, 2021 to re-apply.

THE PROCESS...

What you need to do:

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

The next steps:

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

For more information on the City of La Quinta Grant program, please contact the Community Resources Department at the Wellness Center 760.564-0096 or at 760.777.7183

The City of La Quinta offers a grant program for marketing and event sponsorship.

- Marketing/Sponsorship Grants go to nonprofit organizations that would benefit the City of La Quinta in a marketing capacity.
- Economic Development Grants go to organizations that will help strengthen the business community in La Quinta.
- Grants are considered and funded up to three times per year (rounds).
- Organizations that have been funded are ineligible for funding for the next fiscal year.
- All three rounds are held within the city's fiscal year (July 1- June 30).
- All funding requests must include a detailed marketing/media plan to be considered.

IS MY ORGANIZATION ELIGIBLE?

Q: How much money is available?

A: Requests are limited to an amount not to exceed \$5,000. A second tier is available for Economic Development/Marketing requests above \$5,000 (submission of a detailed marketing/media plan is required). For Economic Development/Marketing requests above \$5,000, an in depth review will be conducted by the La Quinta Marketing Committee. Any funding amount requested could be adjusted to a lesser amount at the discretion and approval of the City Council.

Q: Who can apply for this grant?

A: Applications are accepted from recognized organizations that would benefit the City of La Quinta in a marketing capacity. Second consideration is given to organizations that indirectly affect the quality of life for the residents of La Quinta.

Q: Can an individual apply for this grant?

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

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

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

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

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

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

A: Yes, and No. Organizations that were funded before June 30, 2019 are now eligible to apply. Organizations that were funded after July 1, 2019 are ineligible for funding and must wait until July 1, 2021 to re-apply.

THE PROCESS...

What you need to do:

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

The next steps:

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

For more information on the City of La Quinta Grant program, please contact the Community Resources Department at the Wellness Center 760.564.0096 or at 760.777.7183

Community Services Grants

First Round			
JULY 2020	AUGUST	SEPTEMBER	OCTOBER
1 2 3 4	1	1 2 3 4 5	1 2 3
5 6 7 8 9 10 11	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
12 13 14 15 16 17 18	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
19 20 21 22 23 24 25	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
26 27 28 29 30 31	23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31
	30 31		

Second Round			
NOVEMBER	DECEMBER	JANUARY 2021	FEBRUARY
1	1 2 3 4 5	1 2	1 2 3 4 5 6
2 3 4 5 6 7 8	6 7 8 9 10 11 12	3 4 5 6 7 8 9	7 8 9 10 11 12 13
9 10 11 12 13 14 15	13 14 15 16 17 18 19	10 11 12 13 14 15 16	14 15 16 17 18 19 20
16 17 18 19 20 21 22	20 21 22 23 24 25 26	17 18 19 20 21 22 23	21 22 23 24 25 26 27
23 24 25 26 27 28 29	27 28 29 30 31	24 25 26 27 28 29 30	28
30		31	

Third Round			
MARCH	APRIL	MAY	JUNE 2021
1 2 3 4 5 6	1 2 3	1	1 2 3 4 5
7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
28 29 30 31	25 26 27 28 29 30	23 24 25 26 27 28 29	27 28 29 30
		30 31	

 Application Due Date	 Ad-Hoc Committee Review	 City Council Decision	 Checks Distributed
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ATTACHMENT 2

Recommended Grant Requests:

1. Big Brothers Big Sisters of the Desert is requesting \$5,000 in funding to be used to make 20 new community-based matches for youth participants. Big Brothers Big Sisters mentoring programs allow parents to work together with dedicated mentors to inspire youth to do well in school, build strong relationships, choose safe behaviors, and cultivate ambitious dreams for their futures. Due to the pandemic the organization lost a year of their ability to serve more youth because they were unable to conduct new enrollments and make new matches. Grant funding will support volunteer and child recruitment, enrollments, assessments, match making, on-going match support, and training as well as program analysis. This organization was last funded \$5,000 in 2017/18. **The Grant Review Committee recommends funding \$5,000.**
2. Gold RiteCare Childhood Language Center is requesting \$5,000 in funding to help support language/speech/literacy clinical services for children who are residents of La Quinta; average cost per child per year is under \$2,500. This organization provides free professional therapy for 20 children, ages 3-18 years of age, suffering from a diagnosed language impairment such as a processing disorder, articulation disorder, or a literacy disability. Their high level of parent involvement ensures that new skills are practiced and reinforced at home. This organization was last funded a \$500 Starter Grant in 2018/19. The Starter Grant provided speech and language therapy for one child residing in La Quinta who received therapy on a weekly basis. **The Grant Review Committee recommends funding \$1,500 provided that this organization can provide how many hours of therapy service per month that the grant funding would support per child.**
3. La Quinta High School Blackhawk Brigade is requesting \$4,040 in funding to purchase 2 equipment carts, each one specifically designed to carry percussion equipment (1 for timpani and 1 for a drum set). These items will help with transportation of large percussion equipment into the various performance locations. The La Quinta High School Blackhawk Brigade performs as a marching band and concert ensemble and has performed at City of La Quinta events such as the 9/11 Vigil, Veterans Day Recognition, Tree Lighting, and annual city birthday celebration. This organization was last funded \$5,000 in 2018/19. **The Grant Review Committee recommends funding \$5,000 to be used towards their equipment purchase.**
4. Warrior One Camp is requesting \$5,000 in funding to assist with the purchase of training equipment for their fitness training and sports camps. The equipment consists of a Muscle D Power Leverage Jammer, Leg Press Hack Squat Machine, and a Dashr Outdoor Multi-Event Laser Timing System which will assist student athletes to build their upper and lower body strength to enhance their athletic ability. This organization offers low-cost athletic training in all sports along with teaching the life-long benefits of staying fit, eating right, and living a healthy lifestyle. Warrior One Camp is a first-time applicant to the Community Services Grant program. **The Grant Review Committee recommends funding up to \$5,000 to be used towards fitness camps and/or 6-week fitness program. Grant funds would serve as tuition to assist with covering \$75 per student to participate in fitness camps/fitness program.**

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City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE 2021 LEGISLATIVE POLICY GUIDE UPDATES

RECOMMENDATION

Approve the Legislative Policy Guide updates and authorize the Mayor, one Council Member, and City Manager to issue letters within the scope of these policies.

EXECUTIVE SUMMARY

- The updated 2021 Legislative Policy Guide (Guide) (Attachment 1) presents the Council's position on proposed legislation and allows the City to weigh in on legislative matters that may impact the City.
- The Guide has been updated to incorporate legislative proposals that surfaced this calendar year and includes proposed legislation that would impact the City in areas such as transportation, public works, community development, public safety, COVID-19 recovery and the environment.
- The Guiding Principles presented in the Guide serve as the Council's direction on pending legislation and enable staff to immediately respond to proposed legislation in a timely matter.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

The legislative landscape is constantly changing, producing pending legislation that may impact the City's ability to conduct business and provide services. The Guide enables the City to have a voice on emerging issues and allows staff to take immediate action on pressing legislation. Current issues before the legislature that may impact the City are:

- Senate Housing Package comprised of SB 5 (Atkins) Affordable Housing Bond Act of 2022, SB 6 (Caballero) The Neighborhood Homes Act, SB 7 (Atkins) The Housing + Jobs Expansion & Extension Act, SB 8 (Skinner) Housing Crisis Act of 2019, SB 9 (Atkins) California Housing Opportunity & More Efficiency (HOME) Act, and SB 10 (Wiener) Planning and Zoning: Density. This package is designed to assist with

development of the forecasted need of 1.8 million new homes by 2025, with each bill having a goal of adding to housing production in the state.

- SB 45 (Portantino) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022: authorizes the issuance of bonds in the amount of \$5,595,000,000 to finance projects for wildfire prevention, safe drinking water, drought preparation, and flood protection program.
- AB 1397 (Garcia) Public Contracts: California Lithium Economy Act: The bill would require an awarding authority, by January 1, 2025, to require the successful bidder for a contract that includes electric vehicles to be provided as part of that contract, to disclose the sources of lithium used in the manufacture of the electric vehicles' batteries. The bill would also require, by January 1, 2035, that at least 35% of the lithium used in electric vehicle batteries pursuant to a contract under the act be produced in California. The Salton Sea Known Geothermal Resource Area is home to the largest deposits of lithium in North America, with the potential to supply more than one-third of worldwide lithium demand, according to experts. Accelerating lithium development at the Salton Sea Known Geothermal Resource Area could anchor a domestic battery supply chain. Developing lithium from the Salton Sea Known Geothermal Resources Area could also enable the creation of numerous revenue streams from California's enormous purchasing power.
- AB 1021 (Mayes) Imperial Irrigation District: This bill would require the membership of the board of directors of the Imperial Irrigation District to increase from 5 to 6 members, with the additional director being a nonvoting member with all of the other rights as the existing directors and meeting certain qualifications. Additionally, would require the commissions for the County of Imperial and the County of Riverside to conduct and publish on their internet websites a joint study of voting rights in the Imperial Irrigation District, options for providing electricity in the Imperial Irrigation District, and options for alternative governance structures for the Imperial Irrigation District board of directors, as specified.
- COVID-19 Related Legislation: The Governor's proposed 2021-22 State Budget contains several provisions that would provide relief for businesses and residents as the recovery from the pandemic continues. Of the \$227.2 billion budget, several billion is set aside for project homekey, small business grants, non-profit cultural institution grants, vaccine administration assistance, and a stimulus program for low-income workers.

The Guide presents the policies that guide the City's legislative advocacy initiatives which include: enhance local authority, sustain fiscal responsibility, foster economic development, promote health and wellness, support public safety, and encourage preservation of the environment.

In addition, the Guide provides an overview of important legislative developments arising in 2021 and connects them to emerging trends in our area. It also itemizes the Council's policy position on key legislative areas such as economic development, finance, transportation, and public safety among others.

The City receives informational updates on legislative efforts through a variety of channels, including the League of California Cities, City lobbyist Gonsalves and Son, and the City Attorney. Gonsalves and Sons provide weekly phone and email updates with staff, monthly summaries, and Legislative Reports with an overview of each bill and current status.

ALTERNATIVES

As the Legislative Guide is a resource for both Council and Staff to expedite responses on legislative matters, staff does not recommend an alternative.

Prepared by: Doug Kinley III, Management Specialist

Approved by: Gilbert Villalpando, Assistant to City Manager

Attachment: 1. Legislative Policy Guide 2021

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LEGISLATIVE POLICY GUIDE

2021



La Quinta
CALIFORNIA

2021 LEGISLATIVE POLICY GUIDE

The Legislative Policy Guide (Guide) is a tool for the City to navigate through the legislative landscape. This document details the City's policy positions on priority issues and provides a comprehensive approach to allow staff to take immediate action on pressing legislation under City Council direction. The guide identifies legislative trends and active legislation that may have an impact on the City's interests and affairs and supplements other Council-established goals and policies. It is intended to be updated on a regular basis.

GUIDING PRINCIPLES

I. ENHANCE LOCAL AUTHORITY

The City of La Quinta is a charter city that supports legislation aimed at preserving local authority. Additional regulations or mandates that undermine local control are detrimental to quality service delivery.

II. SUSTAIN FISCAL RESPONSIBILITY

The City of La Quinta has been able to successfully maneuver through redevelopment dissolution and economic downturn through prudent, disciplined spending and cost-effective stewardship of City resources. Therefore, the City supports measures that promote fiscal stability.

III. FOSTER ECONOMIC DEVELOPMENT

The City of La Quinta generally supports legislative efforts designed to foster economic development tools and funding options for effective service delivery.

IV. PROMOTE PUBLIC HEALTH AND WELLNESS

The City of La Quinta actively seeks to promote a healthy and vibrant community that provides various recreational activities and opportunities for residents to enjoy the unique benefits of La Quinta.

V. SUPPORT PUBLIC SAFETY

The City of La Quinta strongly supports community safety by providing high-quality law enforcement and fire services and maintaining health and safety standards for its residents.

VI. ENCOURAGE PRESERVATION OF ENVIRONMENT

The City of La Quinta is a thriving desert oasis that supports a proactive and thoughtful stance regarding the enhancement and conservation of the desert environment that surrounds us including the Salton Sea.

The Guide is to intentionally promote the adoption of legislation that will establish sound public policy for responsible governance; protect and enhance public health, safety, and welfare; and aid the City's delivery of high-quality services to its residents.

The Guide is intended to articulate the City's positions on issues that are currently, or are anticipated to be, the focus of future legislation.

The positions contained in the Guide are intended to supplement the broad range of goals, policies, and programs reflected in the General Plan, the Municipal Code, and other adopted documents. Therefore, advocacy efforts may be based on references articulated in these policy documents as they provide current direction for the City organization.

City departments are encouraged to review proposed legislation to determine how it relates to the City's Legislative Platform and recommend a position that they determine to be "high priority" and recommend that the Mayor write letters, contact legislators, and otherwise communicate the position of the City as appropriate. The Mayor, or designee, after conferring with City Manager, may authorize staff to contact legislators to advocate for or against legislation that is consistent with the City's legislative platform.

LEGISLATION IMPACTING US

The public policy landscape is constantly changing, and it is incumbent on the City to stay up to date on the latest developments. Anticipating the effects emergent legislation may have on the community is therefore imperative. Below is a short outline of impact in key areas.

TRANSPORTATION & PUBLIC WORKS

GOVERNOR NEWSOM'S ZERO-EMISSION 2023 EXECUTIVE ORDER N-79-20

In September 2020, the Governor announced an executive order that directs the State to require that, by 2035, all new cars and passenger trucks sold in California be zero-emission vehicles. Transportation currently accounts for more than 50 percent of California's Greenhouse Gas Emissions. The order also directs the State to take more actions to look at transitioning away from fossil fuels while reviewing oil extraction methodology.

GOVERNOR'S TRANSPORTATION BUDGET

The Governor's budget provides a total of \$22.4 billion from all fund sources for the state's transportation departments and programs in 2021-22. This is a net decrease of \$3.1 billion, or 13 percent, fewer estimated expenditures for the current year. Specifically, the budget includes \$14.5 billion for the California Department of Transportation, \$612 million for the High-Speed Rail Authority, \$2.7 billion for the California Highway Patrol (CHP), \$1.4 billion for the Department of Motor Vehicles (DMV), \$822 million for transit assistance, and \$1.8 billion for various other transportation programs.

COMMUNITY DEVELOPMENT

Based on a forecasted need of 1.8 million new homes by 2025, the Senate introduced a housing package called the "Building Opportunities for All" Senate Housing Package. It is the goal of this housing package for each bill to individually address a variety of causes that have contributed to the lack of housing production in the state.

SB 5 (ATKINS) AFFORDABLE HOUSING BOND ACT OF 2022

Senate Bill 5 Enacts the Affordable Housing Bond Act of 2022 which places a \$6.5 billion dollar bond before the voters on the November 2022 ballot to fund affordable rental housing and homeownership programs.

SB 6 (CABALLERO) THE NEIGHBORHOOD HOMES ACT: LOCAL PLANNING: HOUSING: COMMERCIAL ZONES

Senate Bill 6 authorizes residential development on existing lots currently zoned for commercial office and retail space such as strip malls or large “big box” retail spaces. This bill requires the development of residential units be at a minimum density to accommodate affordable housing and abide by existing local planning and development ordinances.

SB 7 (ATKINS) THE HOUSING + JOBS EXPANSION & EXTENSION ACT: ENVIRONMENTAL QUALITY: JOBS AND ECONOMIC IMPROVEMENT THROUGH ENVIRONMENTAL LEADERSHIP ACT OF 2021

The Housing + Jobs Expansion & Extension Act - Senate Bill 7 seeks to improve the California Environmental Quality Act (CEQA) process by extending and expanding provisions of AB 900, which streamlined paperwork and expedited legal challenges to large, multi-benefit housing, energy, and manufacturing projects. This bill extends the 2021 ‘sunset’ of AB 900, which created jobs and investment in the state, through 2026.

SB 8 (SKINNER) HOUSING CRISIS ACT OF 2019

Senate Bill 8 extends the provisions of SB 330, the Housing Crisis Act of 2019, until 2030. This bill adds clarifying language to ensure the intent of SB 330 to streamline the production of housing that meets a local jurisdiction’s existing zoning and other rules is met.

SB 9 (ATKINS) CALIFORNIA HOUSING OPPORTUNITY & MORE EFFICIENCY (HOME) ACT: HOUSING DEVELOPMENT: APPROVALS

California Housing Opportunity & More Efficiency (HOME) Act - Senate Bill 9 promotes neighborhood-scale residential development by streamlining the process for a homeowner to create a duplex or subdivide an existing lot in residential areas. This bill builds on the approach of Accessory Dwelling Units (ADUs) and expands options for homeowners.

SB 10 (WIENER) PLANNING AND ZONING: HOUSING DEVELOPMENT: DENSITY

Senate Bill 10 allows cities to upzone areas close to job centers, transit, and existing urbanized areas to allow up to ten units without having to go through the lengthy CEQA process.

PUBLIC SAFETY

SB 45 (PORTANTINO) WILDFIRE PREVENTION, SAFE DRINKING WATER, DROUGHT PREPARATION, AND FLOOD PROTECTION BOND ACT OF 2022

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, approved by the voters as Proposition 68 at the June 5, 2018, statewide primary direct election, authorizes the issuance of bonds in the amount of \$4,100,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program. This bill would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$5,595,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program.

ENVIRONMENT

AB 1397 (GARCIA) PUBLIC CONTRACTS: CALIFORNIA LITHIUM ECONOMY ACT

The California Lithium Economy Act would revise the definition of “eligible materials” to include lithium, commencing January 1, 2023. The bill would require an awarding authority, by January 1, 2025, to require the successful bidder for a contract that includes electric vehicles to be provided as part of that contract, to disclose the sources of lithium used in the manufacture of the electric vehicles’ batteries. The bill would also require, by January 1, 2035, that at least 35% of the lithium used in electric vehicle batteries pursuant to a contract under the act be produced in California. The Salton Sea Known Geothermal Resource Area is home to the largest deposits of lithium in North America, with the potential to supply more than one-third of worldwide lithium demand, according to experts. Accelerating lithium development at the Salton Sea Known Geothermal Resource Area could anchor a domestic battery supply chain. Developing lithium from the Salton Sea Known Geothermal Resources Area could also enable the creation of numerous revenue streams from California’s enormous purchasing power.

AB 1021 (MAYES) IMPERIAL IRRIGATION DISTRICT

This bill would require the commissions for the County of Imperial and the County of Riverside to conduct and publish on their internet websites a joint study of voting rights in the Imperial Irrigation District, options for providing electricity in the Imperial Irrigation District, and options for alternative governance structures for the Imperial Irrigation District board of directors, as specified. The bill would make the joint study contingent upon funding by the Legislature and would require the study to be published no later than 18 months after receipt of funds from the Legislature. By imposing new duties on the specified local agency formation commissions, the bill would impose a state-mandated local program.

Additionally, this bill would require the membership of the board of directors of the Imperial Irrigation District to increase from 5 to 6 members, with the additional director being a nonvoting member with all of the other rights as the existing directors and meeting certain qualifications. The bill would require the nonvoting director to be appointed by the county supervisor who represents the largest amount of population in the electrical service area. The bill would require the nonvoting director to serve a term of 4 years. The bill would require the nonvoting director to represent the electrical service area and to live in the service area at the time of their appointment and throughout their tenure on the board, and if the nonvoting director relocates outside of the electrical service area, the director's membership on the board would terminate and a new member would be required to be appointed. The bill would require that, if the Imperial Irrigation District no longer serves electricity to the electrical service area, the nonvoting director's membership on the board terminate, and membership of the board of directors decrease from 6 to 5.



COVID-19 RECOVERY

GOVERNOR'S PROPOSED 21-22 STATE BUDGET

Governor Gavin Newsom submitted his 2021-22 State Budget proposal on January 8, 2021, to the Legislature - a \$227.2 billion fiscal blueprint that provides funding for immediate COVID-19 response and relief efforts with claims to target Californians who need it most while making investments for an equitable, inclusive and broad-based economic recovery. The following is an overview while noting it is subject to change before approval.

- \$372 million for the administration of vaccines across all 58 counties.
- \$2.4 billion for the Golden State Stimulus - a \$600 state payment to low-income workers who were eligible to receive the Earned Income Tax Credit in 2019, as well as 2020 Individual Taxpayer Identification Number (ITIN) filers.

- \$575 million grants to small businesses and small non-profit cultural institutions disproportionately impacted by the pandemic.
- \$70 million to provide immediate and targeted fee relief for small businesses including personal services and restaurants.
- \$2 billion targeted specifically to support and accelerate safe returns to in-person instruction starting in February, with priority for returning the youngest children (transitional kindergarten through 2nd grade) and those with the greatest needs first.
- \$1.1 billion immediate relief for small businesses
- \$777.5 million for a California Jobs Initiative to provide incentives targeted at accelerating investment and job creation.
- The Budget proposes an overall \$353 million investment in workforce development. It includes a \$250 million one-time General Fund to support workforce development and better linkages between higher education and gainful employment.
- The Budget includes the creation of a new Office of Health Care Affordability.
- The Budget proposes to implement the California Advancing and Innovating Medi-Cal (CalAIM) initiative to reduce variation and complexity in the state's Medi-Cal program, manage member risk and need and improve outcomes through payment reform.
- Through Project Homekey - a nation-leading effort to acquire motels for homeless housing to respond to the COVID-19 pandemic - the state has awarded \$846 million to 51 local agencies to secure over 6,000 units of permanent housing for individuals and families who had been homeless. The Budget includes \$1.75 billion one-time General Fund to purchase additional motels, develop short-term community mental health facilities and purchase or preserve housing dedicated to seniors.



POLICY POSITIONS




ECONOMIC DEVELOPMENT

- The City of La Quinta supports economic development policies and funding mechanisms that foster a hospitable and thriving business environment.
- Considering budget shortfalls, the City supports public-private development opportunities that encourage economic activity and promote health and wellness within the City.
- The City supports retaining financial flexibility and authority with regard to redevelopment dissolution matters.
- Opposes measures that would make the City more dependent on the State for financial stability.
- Supports legislation that facilitates the recoupment of City costs derived from State and Federal mandates.

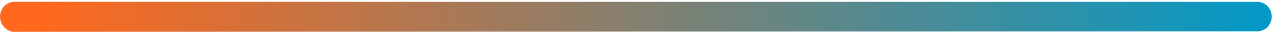
FINANCE

- The City of La Quinta is a charter city that relies on contract services to provide efficient service delivery.
- Opposes any change in revenue allocations that would negatively affect local governments.
- Opposes any action that would preempt local control over locally imposed taxes and other funding sources.
- Oppose any unfunded mandates.

HOUSING

- Supports legislation that develops programs to increase housing opportunities to meet growing demand in our area.
 - Supports legislative efforts that provide incentives to local governments and private developers to develop additional housing opportunities including affordable housing for low-income and disabled seniors, adults, and veterans.
- 

ENVIRONMENT

- The City of La Quinta supports the preservation of our environment.
 - Supports financial incentives for water reuse and legislation that encourages the treatment of municipal wastewater for non-potable reuse and promotes the development of reasonable regulations to encourage and maximize the responsible use of reclaimed water as an alternative to California's fresh water supply.
- 

TRANSPORTATION & INFRASTRUCTURE

- The City of La Quinta supports measures that provide financing tools for increasing effective, clean transportation.
- Supports clean energy alternatives that are adequately funded.
- Supports State clean energy programs that are financially viable and direct funding to local government to invest in clean energy.
- The City of La Quinta supports developing vital infrastructure and streamlining the local, state, and federal process for infrastructure development to better meet local needs.
- Supports legislation that strengthens local authority over land use and infrastructure development.

PUBLIC SAFETY

- The City of La Quinta generally supports legislation that strengthens local law enforcement and safeguards communities.
- Supports measures aimed at providing sustained support for law enforcement to deal with the additional supervision and enforcement requirements of State-mandated realignment provisions.
- Opposes expansion of "early release" for offenders without necessary mechanisms in place for local law enforcement to provide corresponding services.

TOURISM

- The City of La Quinta strongly supports attracting tourism.
- Supports efforts that help promote the City's hospitality, parks and recreation, health and wellness offerings, and entertainment venues.
- Supports working closely with public and private agencies to help boost advertisement and other means of garnering tourism.
- Supports measures that provide funding for parks and recreation programs.





MONTHLY OVERVIEW LEGISLATIVE CALENDAR 2021

BELOW IS AN OVERVIEW THAT SUMMARIZES MAJOR LEGISLATIVE EVENTS AND KEY DATES THAT OCCUR MONTH TO MONTH.

JANUARY: THE PREVIOUS YEAR'S LAWS GO INTO EFFECT DURING THIS MONTH. LEGISLATURE RECONVENES TO DISCUSS THE NEW YEAR OF LEGISLATION AHEAD, AND ALL BILL REQUESTS MUST BE SUBMITTED BEFORE THE END OF THE MONTH. BUDGETS MUST BE SUBMITTED BY THE GOVERNOR DURING THE BEGINNING PORTION OF THE MONTH.

FEBRUARY: THE LAST DAY FOR BILLS TO BE INTRODUCED OCCURS ON FEBRUARY 19.

MARCH: SPRING RECESS UPON ADJOURNMENT. MARCH 25 - APRIL 5.

APRIL: LAST DAY FOR POLICY COMMITTEES TO HEAR AND REPORT TO FISCAL COMMITTEES FISCAL BILLS BEING INTRODUCED, APRIL 30.

MAY: POLICY COMMITTEES MUST REPORT NON-FISCAL BILLS BY MAY 7. POLICY COMMITTEES ARE GIVEN THEIR LAST DAY TO MEET BEFORE CONVENING IN JUNE NEAR THE END OF THIS MONTH AND REPORT FLOOR BILLS FOR THEIR HOUSE.

JUNE: FLOOR SESSION CONDUCTED AT THE BEGINNING OF THE MONTH, THE LAST DAY FOR BILLS TO BE PASSED OUT OF THE HOUSE OF ORIGIN OCCURS, AND THE COMMITTEE MEETINGS RESUME. ALL BUDGETS MUST BE PASSED BY THE MIDDLE OF THE MONTH.

JULY: THE LAST DAY FOR POLICY COMMITTEES TO MEET AND REPORT BILLS OCCURS DURING THE MONTH BEFORE SUMMER RECESS BEGINS, JULY 16 - AUGUST 16.

AUGUST: LEGISLATURE RECONVENES FROM SUMMER RECESS. THE LAST DAY FOR FISCAL COMMITTEES TO REPORT BILLS TO THE FLOOR OCCURS AT THE END OF THE MONTH. FLOOR SESSION BEGINS AT THE END OF THE MONTH AS WELL.

SEPTEMBER: THE LAST DAY TO AMEND BILLS ON THE FLOOR OCCURS AT THE BEGINNING OF THE MONTH, WITH THE LAST DAY FOR EACH HOUSE TO PASS BILLS OCCURRING IN THE MIDDLE OF THE MONTH. INTERIM STUDY RECESS BEGINS SHORTLY AFTER. ADDITIONALLY, OCTOBER 10 IS THE LAST DAY FOR GOVERNOR TO SIGN OR VETO BILLS PASSED BY THE LEGISLATURE BEFORE SEPTEMBER 10 AND ARE IN THE GOVERNOR'S POSSESSION ON OR AFTER SEPTEMBER 10.

City of La Quinta

BUSINESS SESSION ITEM NO. 4

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: APPROVE SILVERROCK RESORT 2021/22 ANNUAL PLAN

RECOMMENDATION

Approve the SilverRock Resort 2021/22 Annual Plan.

EXECUTIVE SUMMARY

- Landmark Golf Management LLC (Landmark) manages the SilverRock Resort golf course and is required to provide an annual operations plan for Council’s review and approval.
- The SilverRock 2021/22 Annual Plan (Plan) (Attachment 1) reflects the projected number of rounds, revenues, and operation costs.
- The golf operations are projected to have a net loss of \$469,000 due several -factors including COVID-19, resumption of capital reserves and on-site construction.

FISCAL IMPACT

The General Fund is projected to underwrite \$550,000 of the overall 2021/22 SilverRock expenses. The projected golf operations expenses (not including City staff golf course and non-golf course management/oversight costs) are \$4,313,893 and projected golf operations revenue is \$3,845,165 for a net loss of \$468,728. The City will also fund \$85,000 for golf course and non-golf course management/oversight by City staff. All revenue and expenses will be included in the proposed 2021/22 City Budget.

SilverRock Golf Course	
Operations Revenue	\$3,845,165
Operations Budget	-\$4,313,893
Net Revenue	(\$468,728)
SilverRock Property Management/Oversight	
General Fund Advance	550,000
City Management/Oversight	-85,000
Golf Course Net Revenue	-468,728
Final Surplus/(Deficit)	(3,728)

BACKGROUND/ANALYSIS

In July 2013, the City entered into a Golf Course Management Agreement (Agreement) with Landmark. The Agreement requires an annual plan for golf operations. The Plan provides projected annual revenues and expenses, department costs, staffing and service levels. The Plan forecasts continuing the pro-shop and food service from the Ahmanson House during the construction of the hotels and conference center by Silverrock Development Company.

Additional assumptions include:

- 40,296 rounds of play; the average projected revenue is \$85.43 per round, based on the total revenue (less food and beverage) divided by the total rounds. The average green fee is \$77.13. The difference between revenue per round and the average green fee is the additional revenue generated from merchandise sales, and revenue from the driving range, including lessons. Revenue from the food and beverage operations is not included;
- Minimum wage increases are effective January 1, 2022;
- Resuming the 2% annual contribution of approximately \$62,000 to the capital reserve as contained in Amendment 2 of the Agreement. The current balance of the capital reserve is \$513,408;
- Resuming the management fee of \$118,560.

The proposed advertising budget is \$151,133 and is included in the Marketing Department expenses (\$191,765) on page 18 of the Annual Plan. SilverRock will continue to be promoted as a premier golf destination, especially during hotel construction, via the internet, newspapers, magazines, directories, television, and radio.

ALTERNATIVES

Council may direct staff to make modifications to the Annual Plan.

Prepared by: Bryan McKinney, P.E., Public Works Director/City Engineer
Approved by: Jon McMillen, City Manager

Attachment: 1. SilverRock Resort 2021/22 Annual Plan

ATTACHMENT 1



SilverRock Resort-Arnold Palmer Classic Course

2021-2022 ANNUAL PLAN

Prepared For:
City of La Quinta
SilverRock Resort

Prepared By:
Landmark Golf Management

Submitted:
April 20, 2021

SILVERROCK RESORT
Annual Plan
Fiscal Year 2021-2022

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PROJECT FACT SHEET

COURSE NAME SilverRock Resort-Arnold Palmer Classic Course

ADDRESS 79-179 Ahmanson Lane, La Quinta, Ca. 92253

TELEPHONE 1-888-600-7272
1-760-777-8884

WEBSITE WWW.SILVERROCK.ORG

MANAGEMENT Randy Duncan, PGA, Director of Golf / General Manager
Scott Werline, Golf Course Superintendent

COURSE YARDAGE

SILVER	7,239	PAR 72
GOLD	6,809	PAR 72
BLUE	6,313	PAR 72
WHITE	5,669	PAR 72
GREEN	5,089	PAR 72
RED	4,542	PAR 72

GRASS TYPES

GREENS:	TIF DWARF
FAIRWAY / TEES:	TIF SPORT / 419
ROUGHES:	TIF SPORT / 419

OWNER CITY OF LA QUINTA

MANAGED BY LANDMARK GOLF MANAGEMENT, LLC
74-947 HIGHWAY 111, SUITE 215
INDIAN WELLS, CA 92210
PHONE: (760) 776-6688

DATE COURSE OPENED February 14, 2005

SILVERROCK RESORT
Annual Plan
Fiscal Year 2021-2022

Mission Statement

“TO BE THE BEST”
“TO HAVE THE BEST GOLF FACILITIES”
“TO HAVE THE BEST GOLF COURSE CONDITIONS”
“TO PROVIDE THE BEST SERVICE”

SilverRock Resort is dedicated to providing the finest public golf experience. All Staff Members of the facility play an important role in our Mission. Staff is supported through training and resources to ensure success. SilverRock Resort aspires to represent ownership and management with the highest standard of service in the Golf/Resort Industry and produce superior golf course conditions to meet and exceed the goals.

Goals and Objectives: *To support our Mission Statement and to achieve the projected Annual Plan; SilverRock Resort will pursue the following goals and objectives:*

- **To hire and train staff members that will provide a high standard of guest services and maintain the highest level of course conditions**
- **To maintain and pursue an aggressive Marketing Plan that benefits/acknowledges the La Quinta Residents, local residents, avid tourist golfers and golfing public**
- **To have each Department operate within their annual budget allowing SilverRock Resort to reach the net operating goals**

SILVERROCK RESORT
Annual Plan
Fiscal Year 2021-2022

PHILOSOPHY STATEMENT

After sixteen and a half years of operations, an Annual Plan accommodated the operational start-up through and including grow-in, final construction of the Arnold Palmer Classic Course, a notable Grand Opening Celebration and four successful years as one of the home courses of the Bob Hope Classic. As the 2021-2022 Annual Plan is implemented, focus will continue to be on broadening the awareness, marketability and noteworthiness of SilverRock Resort's Arnold Palmer Classic Course, golf facilities and amenities.

The philosophy that Landmark Golf Management perpetuates at SilverRock Resort is: an operation that allows management to utilize golf industry best-practices in accommodating market-driven demands as market shifts may occur. Each golf course facility has its own personality and characteristics; therefore, each golf operation is unique to some degree and should be managed with personality and characteristics taken into consideration. Golf operators that adjust procedures to short and long term market and industry fluctuations are better suited to maximize opportunities.

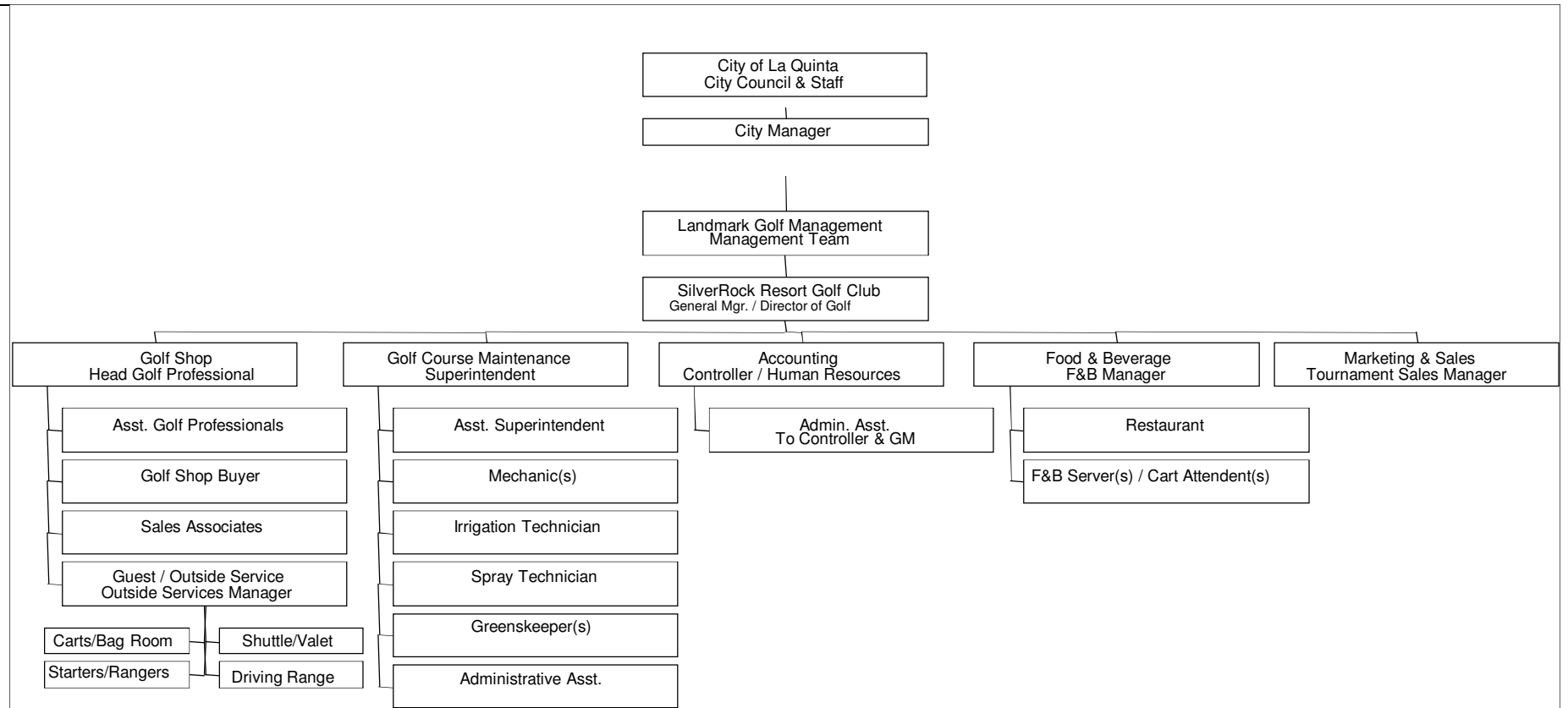
In this upcoming twelve months of operations, Landmark Golf Management will put forth every effort to best position SilverRock Resort as a place to frequent in the eyes and minds of the influential decision makers in the world of golf.

BRAND PROMISE

Discover the mystique of SilverRock Resort, the crown jewel of La Quinta and its golf legacy. Rich in both history and legend, the majestic Santa Rosa Mountains frame an unwavering commitment to an exceptional experience at SilverRock Resort.

Our Promise: Exceptional in All, For All, Always.

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Key Employee Staffing

RUN DATE: 20-Apr-21

PREPARED BY: Landmark Golf Management

2021-2022 ANNUAL PLAN DEPARTMENT SUMMARY	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<u>GOLF OPERATION OUTSIDE SERVICES</u>												
OUTSIDE SERVICES MANAGER (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
OUTSIDE SERVICES SUPERVISORS (FULL-TIME)	1	1	1	1	1	1	1	1	1	1	1	1
DRIVING RANGE (PART-TIME)	1	1	1	1	1	1	2	2	2	2	1	1
CART/BAG/VALET/BAG DROP (FULL-TIME)	4	4	4	4	4	4	4	4	4	4	4	4
CART/BAG/VALET/BAG DROP (PART-TIME)	0	0	0	2	2	2	2	2	2	2	1	1
SHUTTLE DRIVER (PART-TIME)	0	0	0	0	2	2	2	2	2	2	0	0
	7	7	7	9	11	11	12	12	12	12	8	8
<u>GOLF SHOP</u>												
HEAD GOLF PROFESSIONAL (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
1ST ASSISTANT PROFESSIONAL (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
MERCHANDISER (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
ASSISTANT PROFESSIONAL (FULL TIME)	0	0	0	0	2	2	2	2	2	2	2	2
SALES CLERKS (FULL TIME)	0	0	1	1	2	2	2	2	2	2	2	2
SALES CLERKS (PART TIME)	2	2	2	2	1	1	1	1	1	1	1	0
	5	5	6	6	8	8	8	8	8	8	8	7
<u>COURSE SERVICES</u>												
STARTERS (PART TIME)	3	3	3	3	3	3	3	3	3	3	3	3
RANGER/MARSHALS (PART TIME)	0	0	0	0	2	4	4	4	4	4	0	0
	3	3	3	3	5	7	7	7	7	7	3	3
<u>GOLF COURSE MAINTENANCE</u>												
SUPERINTENDENT (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
ASST SUPERINTENDENT (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
FOREMAN/SPRAY TECHNICIAN (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
HEAD MECHANIC / FACILITY MANAGER (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
ASST MECHANIC (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
HEAD IRRIGATOR (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
ASST IRRIGATOR (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
GREENKEEPERS (FULL TIME)	4	4	8	10	12	12	12	12	12	12	12	12
ADMINISTRATIVE ASSISTANT (PART TIME)	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL TURF & ADMIN STAFF	11	11	15	17	19	19	19	19	19	19	19	19
<u>LANDSCAPE MAINTENANCE</u>												
FOREMAN (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
IRRIGATOR (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
LANDSCAPERS (FULL TIME)	1	1	1	2	4	4	4	4	4	4	4	4
TOTAL LANDSCAPE CREW	3	3	3	4	6	6	6	6	6	6	6	6
TOTAL COURSE MAINTENANCE STAFF	14	14	18	21	25	25	25	25	25	25	25	25
<u>FOOD & BEVERAGE</u>												
F & B MANAGER / SUPERVISOR (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
CHEF (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
COOK (FULL TIME)	1	1	1	1	1	1	3	3	3	3	3	3
PREP COOK (FULL TIME)	0	0	0	0	1	1	1	1	1	1	1	1
LEAD SERVER (FULL-TIME)	0	0	0	0	1	1	1	1	1	1	1	1
F & B WAIT/BEVERAGE CART/HALF(FULL TIME)	1	1	0	0	1	1	1	1	1	1	1	1
F & B WAIT/BEVERAGE CART/HALF(PART TIME)	1	1	1	1	3	3	5	5	5	5	3	2
BUSER / DISHWASHER (PART TIME)	0	0	1	1	1	1	1	1	1	1	1	1
	5	5	5	5	10	10	14	14	14	14	12	11
<u>G & A</u>												
DIRECTOR OF GOLF/GM (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
CLUB CONTROLLER (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
ADMINISTRATIVE ASSISTANT (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
LQ RESIDENT CARD ADMINISTRATIVE (PART TIME)	1	1	1	0	1	1	1	1	1	1	1	1
	4	4	4	3	4	4	4	4	4	4	4	4
<u>MARKETING/TOURNAMENT</u>												
TOURNAMENT SALES / GROUP COORDINATOR (FULL TIME)	1	1	1	1	1	1	1	1	1	1	1	1
TOTAL EMPLOYEES	39	39	44	48	64	66	71	71	71	71	61	59

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SILVERROCK RESORT
2020-2021 ANNUAL PLAN

2021-2022 Assumptions

Revenue

Operations

It is assumed Golf and Food & Beverage Operations will have some continued limitations & restrictions through October 2021 due to Covid-19 protocols. The Covid-19 restrictions will also have an impact on rounds of golf and overall revenue through October 2021. In addition, golf operations will continue to function out of a temporary golf shop with limited merchandise floor space and limited amenities. Following are the restrictions and assumptions to be used to ascertain the 2021-2022 Annual Plan.

Golf

- Limited Rounds of Golf Played Daily - Max of 110 per day through October 2021.
- One Car per Person (unless family members or drove in together) through October 2021.
- Prepayment of Public Green Fees to Limit Golf Shop Interaction through October 2021.

Merchandise

- Reduced traffic in golf shop will have a negative impact on merchandise sales through October 2021.

Food & Beverage

- 30% reduction in Food & Beverage Sales is assumed through October 2021.
 - Limited Indoor Dining and Outdoor Dining Open.
 - Limited Paper Menu and Hours
- Resume normal food & beverage operations beginning November 1, 2021.

It is assumed, restrictions will be lifted and regular operations will resume beginning November 1, 2021 for both Golf and F&B Operations.

It will also be assumed Golf Operations will continue to operate out of a temporary Clubhouse located in the “dog bone” area adjacent to hole #2 tee boxes. The SilverRock Grill will remain open at the existing Ahmanson Clubhouse in its current location.

Hotel Construction

It is assumed, there will be site construction beginning or occurring during the 2021-2022 Annual Plan. The exact impact of construction is unknown; however, it is assumed there will be a 5% reduction in rounds of golf from prior year’s actual averages.

SILVERROCK RESORT
2020-2021 ANNUAL PLAN

Green Fees:

A green fee includes golf cart and warm-up range balls. A combination of the various green fee rates and green fee mix of Regular, Twilight, and Resident play is anticipated to yield an average rate of \$77.13 per round based on 40,296 annual rounds. The non-resident green fee rates for the 2021-2022 fiscal year are projected to remain consistent with the prior year but may vary depending upon market conditions. Green fee rates will continue to be based on dynamic pricing and course utilization levels will dictate green fee rates.

La Quinta Resident rates will be \$60 (high season), \$49 (shoulder seasons) and \$33 (summer season). Accompanied La Quinta Resident Guests will continue to receive 30% off prevailing posted rates (not including twilight or any discounted rates) and will follow similar booking procedures as extended to a La Quinta Resident Card Holder; booking three (3) days in advance.

It is assumed the overseeding dates will be October 4 through November 1, 2021. Annually overseeding reduces revenues during these dates which is taken into consideration in these projections with the course being closed these dates. It is also projected that aerification will occur in August 2021 and June of 2022 which reduces revenue for 3-5 days with each of these two (2) aerification cycles.

Greens Fee Mix: Through proper marketing, yield management, and limited advanced Resident bookings the projected mix of green fees is: 30% Resident, 25% Public, 10% Public Twilight, & 35% Other (tournaments, wholesalers, juniors, resident guests, replays and discounts).

Miscellaneous and Other Revenue: Is based on \$3.37 per round. This consists of golf club rentals, golf club repairs, handicap fees, driving range fees, rider fees, and Independent Contractor's Fees (Teaching Professionals). Golf Made Simple (Group Instruction) will not be operating during the 2021-2022 season at SilverRock due to unknown teaching facility space. This amounts to a loss of revenue of approximately \$50,000 between instructor fees and Food & Beverage loss of revenues.

Golf Shop Merchandise: Is based on retail sales of \$4.93 per round.

Resident Card Fees: Annual Revenues of \$165,300 are based on selling 1,102 La Quinta Resident Cards during the 2021-2022 Fiscal Year. This is consistent with prior year sales.

Cost of Goods Sold

Merchandise	55 %
Food & Beverage	33 %

SILVERROCK RESORT
2020-2021 ANNUAL PLAN

Expenses

Golf Carts, Bag Room, and Driving Range: Includes outside service, bag room, and driving range staff plus supplies and operating expense for this department. Additional shuttle shifts will remain in this year's Annual Plan to shuttle customers down and back from the restaurant, driving range and practice area. This is a result of the location of the temporary golf clubhouse and the existing restaurant at the Ahmanson Ranch House. Per California State Law, another minimum wage increase to \$15 per hour is scheduled for January 1, 2022. This increase was factored into this 2021-2022 Annual Plan.

Golf Shop: Includes golf professionals, merchandising sales staff, receiving staff and golf shop operational expenses. Another minimum wage increase to \$15 per hour is scheduled for January 1, 2022. This increase has been factored into the 2021-2022 Annual Plan.

Course Services: Includes course service staff consisting of course rangers/starters and related department supplies and materials. A minimum wage increase to \$15 per hour is scheduled for January 1, 2022. This increase has been factored into the 2021-2022 Annual Plan.

Golf Course Maintenance: Includes compensation and payroll related costs for the Golf Course Maintenance Superintendent, grounds maintenance staff, supplies, and materials. Overseeding dates are projected to be October 4 through November 1, 2021, which results in projected higher labor cost and supply costs during the annual overseeding process. Golf Course Superintendent Education, training and travel expense are included in the 2020-2021 Annual Plan. In addition, Front Entry and Perimeter Landscape Maintenance are accounted for in this department's operating budget. A minimum wage increase to \$15 per hour is scheduled for January 1, 2022. This increase has been factored into the 2021-2022 Annual Plan.

Water & Electrical: The 2021-2022 Annual Plan includes water and electrical costs to irrigate the golf course & properly maintain the lake system. This is accounted for in the Golf Course Maintenance budget. In the Spring of 2021, the CVWD approved the dissemination of Prop. 218 notices for the East and West RAC funds. As a result, effective July 1, 2021, the estimated increase for the East RAC is a 9.5% increase in water costs. This proposed increase has been factored into the 2021-2022 Annual Plan.

Projected Annual Electric costs of \$141,610 will cover 100% of the facilities electric costs including; front entry waterfall, water well pump, golf course pump station, north village lake

SILVERROCK RESORT
2020-2021 ANNUAL PLAN

water falls & circulation pumps, cart storage area and both clubhouses. These expenses will continue to be budgeted in the 2021-2022 Annual Plan as water and electrical costs.

Food & Beverage: Includes food & beverage staff and expenses for the temporary clubhouse. There is a separate Agreement for the Food & Beverage Department including the Liquor License arrangement between the City and Landmark Golf Management.

Marketing: Includes marketing, public relations, advertising, web page, collateral and tournament sales, etc. Refer to pages 21 & 22, for the Marketing Plan Narrative.

Clubhouse: Clubhouse expenses, maintenance/cleaning staff, landscape maintenance, parking lot and entry drive clean up. Roving patrol expenses to secure the entire property of SilverRock continues to be included in this department's operating budget.

Management Fee: Due to Covid-19 impact on revenues & operating costs, Landmark Golf Management, LLC reduced their monthly Management Fee of \$9,880 to \$9,386 for the 2020-2021 Annual Plan. For the 2021-2022 Annual Plan, Landmark's Management Fee will be restored to its \$9,880 monthly fee.

Insurance: Per requirements of the Golf Course Management Agreement in the Annual Plan is the cost for comprehensive golf club insurance policy, general liability, property, equipment and business interruption etc.

G&A: Expenses include General Manager, Controller & Administrative Assistant Salaries, Professional Fees, Payroll Processing Fees, Equipment Expenses, Equipment Rental and Resident Card Expenses.

Personal Property Lease Tax: Exempt, except personal property taxes on equipment purchases or leases which are included in this Annual Plan.

Capital Reserves: Capital Reserves of 2% of green fees will be reallocated in the 2021-2022 Annual Plan upon City of La Quinta Staff direction.

Golf Carts Lease: Golf carts are leased for the Golf Club. The budgeted amount of \$10,050 per month is not expected to increase from the prior year.

GPS Lease: Monthly golf cart GPS rental/lease expense for the fleet of golf carts is \$3,900 per month and will remain unchanged from the prior year.

2021-2022 ANNUAL PLAN

SilverRock Resort CONSOLIDATED INCOME STATEMENT FOR FISCAL YEAR - JULY 2020 - JUNE 2021

RUN DATE: 19-Apr-21 12:22 PM
 PREPARED BY: Landmark Golf Management

DEPARTMENT	2021-2022 BUDGET	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<u>ROUNDS</u>													
ROUNDS	40,296	1,750	1,750	2,350	500	4,000	3,250	4,350	5,200	5,650	4,896	4,300	2,300
<u>REVENUE</u>													
GREEN FEES	3,107,870	85,859	88,266	130,161	38,625	337,700	246,513	366,433	522,665	543,530	365,486	251,389	131,244
MISC. REV/RANGE/CARTS/RENTALS	135,780	2,350	1,750	3,500	1,700	13,200	14,000	22,100	22,900	24,900	13,840	10,395	5,145
GOLF SHOP MERCHANDISE	198,743	5,075	5,075	8,225	1,250	20,000	16,250	23,925	28,600	31,075	26,928	21,070	11,270
RESIDENT CARD FEES	165,300	500	500	500	7,500	25,000	22,800	22,000	24,000	15,625	15,625	15,625	15,625
FOOD & BEVERAGE	534,903	7,088	7,000	9,400	5,000	36,000	26,000	65,250	84,500	121,475	76,440	68,575	28,175
TOTAL REVENUE	4,142,596	100,872	102,591	151,786	54,075	431,900	325,563	499,708	682,665	736,605	498,319	367,054	191,459
<u>COST OF SALES</u>													
PRO SHOP	111,236	2,840	2,840	4,604	700	11,194	9,095	13,391	16,007	17,393	15,072	11,793	6,308
FOOD & BEVERAGE	186,194	4,134	4,102	4,856	3,639	12,452	9,360	23,026	29,125	39,165	23,898	22,222	10,217
TOTAL COST OF SALES	297,431	6,974	6,942	9,460	4,339	23,646	18,456	36,417	45,132	56,557	38,969	34,015	16,525
GROSS PROFIT	3,845,165	93,898	95,649	142,326	49,736	408,254	307,107	463,292	637,533	680,048	459,350	333,039	174,934
<u>OPERATING EXPENSES</u>													
GOLF CARTS/BAGS/RANGE	337,689	16,145	16,145	15,795	17,767	47,453	32,924	34,872	34,872	34,497	35,297	27,284	24,638
GOLF SHOP	215,716	11,295	11,295	11,926	11,524	20,959	20,959	22,399	20,884	20,884	20,142	23,831	19,620
COURSE SERVICES	101,223	3,724	3,487	4,030	3,070	9,611	13,520	14,279	14,229	14,229	11,771	4,636	4,636
GOLF COURSE MAINTENANCE	1,744,514	109,545	92,711	128,722	291,409	154,858	140,134	133,475	127,371	139,199	146,658	133,109	147,324
WATER & ELECTRIC COST	249,219	24,250	23,360	19,300	19,400	16,925	13,705	20,800	19,320	18,950	22,920	26,750	23,539
GENERAL & ADMINISTRATIVE	380,648	29,897	30,047	30,297	29,907	33,184	35,659	31,759	32,009	31,759	31,759	32,309	32,059
MARKETING	191,765	4,516	4,516	12,865	19,566	27,169	17,967	23,114	20,199	17,992	18,822	14,449	10,594
CLUBHOUSE	127,492	10,301	10,301	10,301	10,801	10,301	10,301	11,131	10,631	11,131	10,631	10,631	11,031
MANAGEMENT FEE	118,560	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880
CAPITAL RESERVES	62,157	1,717	1,765	2,603	773	6,754	4,930	7,329	10,453	10,871	7,310	5,028	2,625
INSURANCE	64,800	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400
PERSONAL PROPERTY LEASE TAXES	23,600	5,200	0	4,000	2,600	0	0	0	0	0	0	0	11,800
LEASES	347,800	28,450	28,450	28,450	28,450	29,250	29,250	29,250	29,250	29,250	29,250	29,250	29,250
FOOD & BEVERAGE	348,708	17,981	18,931	18,108	13,337	28,327	29,087	40,503	39,462	39,457	38,807	33,630	31,078
TOTAL OPERATING EXPENSES	4,313,893	278,301	256,289	301,677	463,884	400,070	363,717	384,190	373,960	383,498	388,646	356,187	363,474
NET INCOME	(468,728)	(184,404)	(160,640)	(159,351)	(414,147)	8,184	(56,610)	79,101	263,573	296,550	70,704	(23,148)	(188,540)
NET INCOME %	-11.3%	-182.8%	-156.6%	-105.0%	-765.9%	1.9%	-17.4%	15.8%	38.6%	40.3%	14.2%	-6.3%	-98.5%
Average Green Fee	\$77.13	\$49.06	\$50.44	\$55.39	\$77.25	\$84.43	\$75.85	\$84.24	\$100.51	\$96.20	\$74.65	\$58.46	\$57.06
Average \$ Misc. Income per Rd	\$3.37	\$1.34	\$1.00	\$1.49	\$3.40	\$3.30	\$4.31	\$5.08	\$4.40	\$4.41	\$2.83	\$2.42	\$2.24
Average \$ Merchandise per Rd	\$4.93	\$2.90	\$2.90	\$3.50	\$2.50	\$5.00	\$5.00	\$5.50	\$5.50	\$5.50	\$5.50	\$4.90	\$4.90
Total Average Revenue per Round	\$85.43	\$57.64	\$58.62	\$64.59	\$108.15	\$107.98	\$100.17	\$114.88	\$131.28	\$130.37	\$101.78	\$85.36	\$83.24

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2021-2022 ANNUAL PLAN

SilverRock Resort
Projections - July 2021 to June 2022

RUN DATE: 20-Apr-21 01:44 PM
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Golf Rounds	Total	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
Resident Rnds (Weekday)	5,440	236	236	317	68	540	439	587	702	763	661	581	311
Resident Rnds (Weekend)	6,649	289	289	388	83	660	536	718	858	932	808	710	380
<i>Sub-Total Resident Rnds</i>	<i>12,089</i>	<i>525</i>	<i>525</i>	<i>705</i>	<i>150</i>	<i>1200</i>	<i>975</i>	<i>1305</i>	<i>1560</i>	<i>1695</i>	<i>1469</i>	<i>1290</i>	<i>690</i>
<i>% of Total</i>	<i>0.30</i>												
Public Rnds (Weekday)	4,533	197	197	264	56	450	366	489	585	636	551	484	259
Public Rnds (Weekend)	5,541	241	241	323	69	550	447	598	715	777	673	591	316
<i>Sub-Total Public Rnds</i>	<i>10,074</i>	<i>438</i>	<i>438</i>	<i>588</i>	<i>125</i>	<i>1000</i>	<i>813</i>	<i>1088</i>	<i>1300</i>	<i>1413</i>	<i>1224</i>	<i>1075</i>	<i>575</i>
<i>% of Total</i>	<i>0.25</i>												
Public Twi (Weekday)	3,627	158	158	212	45	360	293	392	468	509	441	387	207
Public Twi (Weekend)	4,433	193	193	259	55	440	358	479	572	622	539	473	253
<i>Sub-Total Twilight Rnds</i>	<i>8,059</i>	<i>350</i>	<i>350</i>	<i>470</i>	<i>100</i>	<i>800</i>	<i>650</i>	<i>870</i>	<i>1040</i>	<i>1130</i>	<i>979</i>	<i>860</i>	<i>460</i>
<i>% of Total</i>	<i>0.20</i>												
Other (Weekday)	6,347	276	276	370	79	630	512	685	819	890	771	677	362
Other (Weekend)	7,757	337	337	452	96	770	626	837	1001	1088	942	828	443
<i>Sub-Total Other Rnds</i>	<i>14,104</i>												
<i>% of Total</i>	<i>0.25</i>												
Total Rounds	40,296	1,750	1,750	2,350	500	4,000	3,250	4,350	5,200	5,650	4,896	4,300	2,300

Green Fees

Resident Rnds (Weekday)	\$ 33.00	\$ 33.00	\$ 40.00	\$ 49.00	\$ 49.00	\$ 45.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
Resident Rnds (Weekend)	\$ 33.00	\$ 33.00	\$ 40.00	\$ 49.00	\$ 49.00	\$ 45.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 55.00	\$ 45.00	\$ 45.00	\$ 45.00
Public Rnds (Weekday)	\$ 45.00	\$ 45.00	\$ 45.00	\$ 75.00	\$ 100.00	\$ 80.00	\$ 90.00	\$ 130.00	\$ 125.00	\$ 90.00	\$ 45.00	\$ 45.00	\$ 45.00
Public Rnds (Weekend)	\$ 50.00	\$ 60.00	\$ 60.00	\$ 85.00	\$ 120.00	\$ 85.00	\$ 95.00	\$ 130.00	\$ 130.00	\$ 90.00	\$ 60.00	\$ 60.00	\$ 60.00
Public Twi (Weekday)	\$ 45.00	\$ 45.00	\$ 45.00	\$ 80.00	\$ 75.00	\$ 75.00	\$ 80.00	\$ 85.00	\$ 75.00	\$ 80.00	\$ 45.00	\$ 45.00	\$ 45.00
Public Twi (Weekend)	\$ 50.00	\$ 50.00	\$ 60.00	\$ 80.00	\$ 80.00	\$ 70.00	\$ 85.00	\$ 90.00	\$ 80.00	\$ 80.00	\$ 60.00	\$ 60.00	\$ 60.00
Other (Weekday)	\$ 45.00	\$ 45.00	\$ 50.00	\$ 70.00	\$ 70.00	\$ 75.00	\$ 80.00	\$ 90.00	\$ 85.00	\$ 60.00	\$ 60.00	\$ 45.00	\$ 45.00
Other (Weekend)	\$ 55.00	\$ 55.00	\$ 60.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 95.00	\$ 90.00	\$ 60.00	\$ 60.00	\$ 65.00	\$ 65.00

Golf Revenue

Resident Rnds (Weekday)	267,816	\$ 7,796	\$ 7,796	\$ 12,690	\$ 3,308	\$ 26,460	\$ 19,744	\$ 32,299	\$ 42,120	\$ 45,765	\$ 29,743	\$ 26,123	\$ 13,973
Resident Rnds (Weekend)	335,409	\$ 9,529	\$ 9,529	\$ 15,510	\$ 4,043	\$ 32,340	\$ 24,131	\$ 39,476	\$ 51,480	\$ 55,935	\$ 44,431	\$ 31,928	\$ 17,078
Public Rnds (Weekday)	390,616	\$ 8,859	\$ 8,859	\$ 11,897	\$ 4,219	\$ 45,000	\$ 29,250	\$ 44,044	\$ 76,050	\$ 79,453	\$ 49,572	\$ 21,769	\$ 11,644
Public Rnds (Weekend)	521,488	\$ 12,031	\$ 14,438	\$ 19,388	\$ 5,844	\$ 66,000	\$ 37,984	\$ 56,822	\$ 92,950	\$ 100,994	\$ 60,588	\$ 35,475	\$ 18,975
Public Twi (Weekday)	247,449	\$ 7,088	\$ 7,088	\$ 9,518	\$ 3,600	\$ 27,000	\$ 21,938	\$ 31,320	\$ 39,780	\$ 38,138	\$ 35,251	\$ 17,415	\$ 9,315
Public Twi (Weekend)	327,902	\$ 9,625	\$ 9,625	\$ 15,510	\$ 4,400	\$ 35,200	\$ 25,025	\$ 40,673	\$ 51,480	\$ 49,720	\$ 43,085	\$ 28,380	\$ 15,180
Other (Weekday)	438,678	\$ 12,403	\$ 12,403	\$ 18,506	\$ 5,513	\$ 44,100	\$ 38,391	\$ 54,810	\$ 73,710	\$ 75,639	\$ 46,267	\$ 40,635	\$ 16,301
Other (Weekend)	578,513	\$ 18,528	\$ 18,528	\$ 27,143	\$ 7,700	\$ 61,600	\$ 50,050	\$ 66,990	\$ 95,095	\$ 97,886	\$ 56,549	\$ 49,665	\$ 28,779
Total Revenue	3,107,870	\$ 85,859	\$ 88,266	\$ 130,161	\$ 38,625	\$ 337,700	\$ 246,513	\$ 366,433	\$ 522,665	\$ 543,530	\$ 365,486	\$ 251,389	\$ 131,244
<i>Avg. Rate</i>	\$ 77.13	\$ 49.06	\$ 50.44	\$ 55.39	\$ 77.25	\$ 84.43	\$ 75.85	\$ 84.24	\$ 100.51	\$ 96.20	\$ 74.65	\$ 58.46	\$ 57.06

Misc Revenue

Club Rental	21,500	\$ 50	\$ 50	\$ 500	\$ 100	\$ 2,700	\$ 3,100	\$ 2,500	\$ 3,100	\$ 3,000	\$ 2,700	\$ 2,475	\$ 1,225
Driving Range Balls	96,200	\$ 1,800	\$ 1,700	\$ 3,000	\$ 1,100	\$ 9,500	\$ 9,900	\$ 15,000	\$ 16,500	\$ 18,500	\$ 8,100	\$ 7,425	\$ 3,675
Rider Fees	5,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400	\$ 1,400	\$ 1,500	\$ 540	\$ 495	\$ 245
Handicap Fees	2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700	\$ 400	\$ 400	\$ -	\$ -	\$ -
Independent Instructor Fees	7,500	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	\$ -
Ball Retrieval	2,500	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 1,000	\$ -	\$ -
Total	135,780	\$ 2,350	\$ 1,750	\$ 3,500	\$ 1,700	\$ 13,200	\$ 14,000	\$ 22,100	\$ 22,900	\$ 24,900	\$ 13,840	\$ 10,395	\$ 5,145

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2021-2022 ANNUAL PLAN

SilverRock Resort
Projections - July 2021 to June 2022

RUN DATE: 20-Apr-21 01:44 PM

PREPARED BY: Landmark Golf Management

GOLF SHOP - 61	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<u>GOLF SHOP MERCHANDISE SALES</u>													
TOTAL # OF ROUNDS	40,296	1,750	1,750	2,350	500	4,000	3,250	4,350	5,200	5,650	4,896	4,300	2,300
AVERAGE REVENUE / ROUND	\$4.93	\$2.90	\$2.90	\$3.50	\$2.50	\$5.00	\$5.00	\$5.50	\$5.50	\$5.50	\$5.50	\$4.90	\$4.90
TOTAL MERCHANDISE SALES	\$198,743	5,075	5,075	8,225	1,250	20,000	16,250	23,925	28,600	31,075	26,928	21,070	11,270
<u>MERCHANDISE REVENUE</u>													
Soft Goods Sales	149,057	3,806	3,806	6,169	938	15,000	12,188	17,944	21,450	23,306	20,196	15,803	8,453
Hard Goods Sales	49,686	1,269	1,269	2,056	313	5,000	4,063	5,981	7,150	7,769	6,732	5,268	2,818
Misc. Golf Shop Sales	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Discounts -	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Discounts - Hit the Green (1%)	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL MERCHANDISE REVENUE	198,743	5,075	5,075	8,225	1,250	20,000	16,250	23,925	28,600	31,075	26,928	21,070	11,270
<u>COST OF SALES</u>													
COS - Merchandise (58%)	55.97%	55.97%	55.97%	55.97%	55.97%	55.97%	55.97%	55.97%	55.97%	55.97%	55.97%	55.97%	55.97%
COS - Merchandise (58%)	115,271	2,944	2,944	4,771	725	11,600	9,425	13,877	16,588	18,024	15,618	12,221	6,537
Purchase Disc Taken - (5%)	(5,764)	(147)	(147)	(239)	(36)	(580)	(471)	(694)	(829)	(901)	(781)	(611)	(327)
Freight - Merchandise	1,729	44	44	72	11	174	141	208	249	270	234	183	98
TOTAL COST OF SALES	111,236	2,840	2,840	4,604	700	11,194	9,095	13,391	16,007	17,393	15,072	11,793	6,308
GROSS PROFIT	87,507	2,235	2,235	3,621	550	8,806	7,155	10,534	12,593	13,682	11,856	9,277	4,962
<u>SALARIES AND BENEFITS</u>													
Salaries and Wages	162,112	8,148	8,148	8,692	8,021	16,415	16,415	16,415	16,415	16,415	15,775	15,925	15,325
Payroll Taxes	15,806	794	794	847	782	1,601	1,601	1,601	1,601	1,601	1,538	1,553	1,494
Workers' Compensation	10,091	507	507	541	499	1,022	1,022	1,022	1,022	1,022	982	991	954
Health Insurance/Benefits	8,832	736	736	736	736	736	736	736	736	736	736	736	736
TOTAL SALARIES AND BENEFITS	196,841	10,185	10,185	10,816	10,039	19,774	19,774	19,774	19,774	19,774	19,032	19,206	18,510
<u>SUPPLIES AND MATERIALS</u>													
<u>OTHER EXPENSES</u>													
Office Supplies	3,000	250	250	250	250	250	250	250	250	250	250	250	250
Dues and Subscriptions	2,300	0	0	0	0	0	0	0	0	0	0	2,300	0
Freight / Delivery	75	0	0	0	25	25	25	0	0	0	0	0	0
Travel	90	0	0	0	0	0	0	15	15	15	15	15	15
Uniforms	2,400	100	100	100	100	300	200	500	200	200	200	200	200
Telephone	1,320	110	110	110	110	110	110	110	110	110	110	110	110
Seminars / Training	3,690	150	150	150	500	0	100	1,250	35	35	35	1,250	35
Miscellaneous	6,000	500	500	500	500	500	500	500	500	500	500	500	500
TOTAL OTHER EXPENSES	18,875	1,110	1,110	1,110	1,485	1,185	1,185	2,625	1,110	1,110	1,110	4,625	1,110
TOTAL EXPENSES	215,716	11,295	11,295	11,926	11,524	20,959	20,959	22,399	20,884	20,884	20,142	23,831	19,620

Seminars/Training - Reimbursement for eligible golf shop employees (Director of Golf, Head Professional & 1st Assistant Golf Professional) for PGA Training, Education and Travel Expenses.

Office Supplies are made up of: Golf Cart Rental Agreements, Golf Club Rental Agreements, Gift Certificates & Merchandise Bags

Uniforms- Each Full-Time Emp receives (1) shirt per month

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SilverRock Resort Projections - July 2021 to June 2022

RUN DATE: 19-Apr-21 11:49 AM

PREPARED BY: Landmark Golf Management

CARTS, BAGROOM & RANGE - 641	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<u>SALARIES AND BENEFITS</u>													
Salaries and Wages	202,354	8,330	8,330	8,330	9,044	16,940	22,680	24,300	24,300	24,300	24,300	16,200	15,300
Incentives \ Bonus	0												
Payroll Taxes	25,193	1,037	1,037	1,037	1,126	2,109	2,824	3,025	3,025	3,025	3,025	2,017	1,905
Workers' Compensation	12,597	519	519	519	563	1,055	1,412	1,513	1,513	1,513	1,513	1,008	952
Health Insurance/Benefits	8,832	736	736	736	736	736	736	736	736	736	736	736	736
TOTAL SALARIES AND BENEFITS	248,976	10,622	10,622	10,622	11,469	20,840	27,651	29,574	29,574	29,574	29,574	19,961	18,893
<u>SUPPLIES AND MATERIALS</u>													
Range Expendable Supplies	6,750	600	600	150	150	1,800	150	1,000	1,000	150	150	500	500
Towel Replacement	2,182	120	120	120	120	185	195	250	250	250	250	250	72
Bottled Water	19,900	1,500	1,500	1,500	100	10,000	200	200	200	200	1,500	1,500	1,500
Cart Supplies	1,850	0	0	0	500	500	500	75	75	50	50	50	50
Range Balls	10,000	0	0	0	0	10,000	0	0	0	0	0	0	0
TOTAL SUPPLIES AND MATERIALS	40,682	2,220	2,220	1,770	870	22,485	1,045	1,525	1,525	650	1,950	2,300	2,122
<u>REPAIRS AND MAINTENANCE</u>													
Equipment Repair - Golf	3,600	300	300	300	300	300	300	300	300	300	300	300	300
TOTAL REPAIRS AND MAINTENANCE	3,600	300	300	300	300	300	300	300	300	300	300	300	300
<u>OTHER EXPENSES</u>													
Expendable Supplies	525	25	25	25	50	50	50	50	50	50	50	50	50
Printing / Stationary	420	0	0	0	0	0	0	70	70	70	70	70	70
Cart Maintenance & Repairs	18,036	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503
Freight / Delivery	450	75	75	75	75	75	75	0	0	0	0	0	0
Uniforms	5,200	0	0	0	2,000	500	500	0	0	500	0	1,500	200
Fuel (Shuttles & Range Picker)	3,000	0	0	100	100	300	400	450	450	450	450	200	100
Laundry and Linen	9,600	800	800	800	800	800	800	800	800	800	800	800	800
Miscellaneous	7,200	600	600	600	600	600	600	600	600	600	600	600	600
TOTAL OTHER EXPENSES	44,431	3,003	3,003	3,103	5,128	3,828	3,928	3,473	3,473	3,973	3,473	4,723	3,323
TOTAL EXPENSES	337,689	16,145	16,145	15,795	17,767	47,453	32,924	34,872	34,872	34,497	35,297	27,284	24,638

Expendable Supplies are made up of: - Scorecards, Tees, Pencils, Trash Bags, Cups & First Aid Supplies.

Uniforms- Each employee receives 4 shirts, 1 hat per season

2021-2022 ANNUAL PLAN

SilverRock Resort Projections - July 2021 to June 2022

RUN DATE: 20-Apr-21 01:44 PM
PREPARED BY: Landmark Golf Management

COURSE SERVICES - 643	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<u>SALARIES AND BENEFITS</u>													
Salaries and Wages	83,852	3,060	2,856	3,281	1,785	8,050	11,270	12,075	12,075	12,075	9,675	3,825	3,825
Payroll Taxes	8,176	298	278	320	174	785	1,099	1,177	1,177	1,177	943	373	373
Workers' Compensation	5,220	190	178	204	111	501	702	752	752	752	602	238	238
TOTAL SALARIES AND BENEFITS	97,247	3,549	3,312	3,805	2,070	9,336	13,070	14,004	14,004	14,004	11,221	4,436	4,436
<u>SUPPLIES AND MATERIALS</u>													
Expendable Supplies	1,050	50	50	100	100	100	100	100	100	100	100	75	75
TOTAL SUPPLIES AND MATERIALS	1,050	50	50	100	100	100	100	100	100	100	100	75	75
<u>OTHER EXPENSES</u>													
Uniforms	2,125	75	75	75	800	75	250	75	75	75	400	75	75
Safety Equipment	600	50	50	50	50	50	50	50	50	50	50	50	50
Miscellaneous	200	0	0	0	50	50	50	50	0	0	0	0	0
TOTAL OTHER EXPENSES	2,926	125	125	125	900	175	350	176	125	125	450	125	125
TOTAL COURSE SERVICES EXPENSES	101,223	3,724	3,487	4,030	3,070	9,611	13,520	14,279	14,229	14,229	11,771	4,636	4,636

Expendable Supplies are made up of: Clipboards, Paper (starter sheets, ranger sheets), Towels, Trash Bags

Uniforms- Each employee receives 4 shirts, 1 hat per season

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SilverRock Resort
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PREPARED BY: Landmark Golf Management

MAINTENANCE DEPARTMENT - 63	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<i>SALARIES AND BENEFITS</i>													
Salaries and Wages	757,391	34,752	34,752	44,714	53,506	70,846	72,840	75,094	75,040	75,045	75,045	71,805	73,951
Overtime Hourly Wages	18,500	0	0	0	16,000	0	0	0	0	2,500	0	0	0
Payroll Taxes	75,649	3,388	3,388	4,360	6,777	6,907	7,102	7,322	7,316	7,561	7,317	7,001	7,210
Workers' Compensation	28,865	1,303	1,303	1,677	2,406	2,657	2,732	2,816	2,814	2,877	2,814	2,693	2,773
Health Insurance/Benefits	99,232	6,000	6,000	7,472	8,208	8,944	8,944	8,944	8,944	8,944	8,944	8,944	8,944
TOTAL SALARIES AND BENEFITS	979,638	45,444	45,444	58,223	86,897	89,354	91,618	94,176	94,114	96,927	94,120	90,443	92,878
<i>SUPPLIES AND MATERIALS</i>													
Fertilizer	93,670	5,870	4,100	9,880	22,500	8,500	8,950	5,000	3,020	3,370	8,500	3,350	10,630
Flowers/Plants	3,050	0	0	1,000	250	0	750	750	100	100	100	0	0
Gas & Oils	46,860	3,200	3,450	3,850	4,750	4,850	4,150	3,570	3,880	3,880	3,850	3,850	3,580
Golf Course Accessories	13,140	0	0	0	12,300	0	0	0	160	0	680	0	0
Chemicals & Pesticides	50,060	13,754	190	7,820	9,359	2,100	0	3,033	190	1,806	3,100	2,200	6,508
POA Control	9,900	0	0	2,400	0	0	7,500	0	0	0	0	0	0
Sand/Mulch/Bunker	13,460	390	390	5,000	2,000	4,000	800	380	100	100	100	100	100
Seed	116,900	0	0	0	105,000	11,900	0	0	0	0	0	0	0
Small Tools	5,000	100	100	2,000	2,000	100	100	100	100	100	100	100	100
Sod	15,500	5,300	4,500	1,000	0	0	0	0	0	0	0	1,250	3,450
Topdressing	10,000	2,000	2,200	0	2,200	600	0	0	0	0	0	1,500	1,500
TOTAL SUPPLIES AND MATERIALS	379,540	30,614	14,930	32,950	160,359	32,050	22,250	12,833	7,550	9,356	16,430	12,350	25,868
<i>REPAIRS AND MAINTENANCE</i>													
Buildings & Bridges	5,550	1,250	750	550	500	500	500	250	250	250	250	250	250
Equipment	38,500	2,000	2,500	3,000	10,000	5,000	2,000	2,500	2,500	2,000	2,000	2,500	2,500
Irrigation System	19,050	4,400	3,500	1,500	2,000	900	550	1,200	1,000	1,000	1,000	1,000	1,000
Pumps	10,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	500	0
Lake Maint Contract	30,800	3,850	3,850	3,850	3,850	3,850	0	0	0	0	3,850	3,850	3,850
Trees	14,050	0	0	5,500	550	0	0	0	0	4,000	4,000	0	0
TOTAL REPAIRS AND MAINTENANCE	118,450	12,500	11,600	15,400	17,900	11,250	4,050	4,950	4,750	8,250	12,100	8,100	7,600

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SilverRock Resort
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PREPARED BY: Landmark Golf Management

MAINTENANCE DEPARTMENT - 63	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
OTHER EXPENSES													
Contract Services Soil/Tissue Tests	2,000	0	0	1,000	0	0	0	0	0	0	0	1,000	0
Dues and Subscriptions	680	0	0	0	0	0	0	0	200	0	380	0	100
Employee Education	3,900	50	50	50	50	50	50	50	1,000	2,400	50	50	50
Equipment Rental	3,400	200	150	150	1,000	600	200	200	200	200	200	200	100
Auto Expense	4,800	400	400	400	400	400	400	400	400	400	400	400	400
Licenses and Permits	4,300	100	0	0	250	0	50	0	0	1,000	2,900	0	0
Miscellaneous	1,200	100	100	100	100	100	100	100	100	100	100	100	100
Supplies	4,350	750	750	750	500	500	500	100	100	100	100	100	100
Propane/Natural Gas	180	15	15	15	15	15	15	15	15	15	15	15	15
Safety Equipment & Training	3,850	200	100	750	800	500	400	400	200	200	100	100	100
Telephone/DSL	10,200	850	850	850	850	850	850	850	850	850	850	850	850
Waste/Trash Removal	6,288	524	524	524	524	524	524	524	524	524	524	524	524
Uniforms & Linen/Towels	11,040	920	920	920	920	920	920	920	920	920	920	920	920
TOTAL OTHER EXPENSES	56,188	4,109	3,859	5,509	5,409	4,459	4,009	3,559	4,509	6,709	6,539	4,259	3,259
TOTAL MAINTENANCE EXP. (EXCL Landscaping)	1,531,816	92,667	75,833	112,082	270,565	137,113	121,927	115,518	110,923	121,242	129,189	115,152	129,605
4,500													
LANDSCAPE													
Wages	156,528	13,334	13,334	12,904	12,904	12,904	13,334	13,334	12,004	13,334	12,904	13,334	12,904
Overtime Hourly Wages	3,418	0	0	0	3,418	0	0	0	0	0	0	0	0
Payroll Taxes	15,595	1,300	1,300	1,258	1,591	1,258	1,300	1,300	1,170	1,300	1,258	1,300	1,258
Workers' Compensation	5,955	500	500	484	569	484	500	500	450	500	484	500	484
Health Insurance/Benefits	22,448	1,104	1,104	1,104	1,472	2,208	2,208	2,208	2,208	2,208	2,208	2,208	2,208
Landscape Wages & Benefits	203,944	16,238	16,238	15,750	19,954	16,854	17,342	17,342	15,832	17,342	16,854	17,342	16,854
Small Tools	1,025	100	100	100	100	100	75	75	75	75	75	75	75
Repairs & Maintenance - Drip Irrigation	4,250	250	250	500	500	500	500	250	250	250	250	250	500
Uniforms	3,480	290	290	290	290	290	290	290	290	290	290	290	290
TOTAL LANDSCAPE MAINTENANCE	212,699	16,878	16,878	16,640	20,844	17,744	18,207	17,957	16,447	17,957	17,469	17,957	17,719
COURSE & LANDSCAPE MAINTENANCE TOTAL (EXCL UTILITIES)	1,744,514	109,545	92,711	128,722	291,409	154,858	140,134	133,475	127,371	139,199	146,658	133,109	147,324
WATER & ELECTRICITY COSTS													
Water Cost	107,609	10,150	9,150	10,400	11,200	8,125	5,305	7,200	6,120	7,150	10,120	13,250	9,439
Electricity Cost	141,610	14,100	14,210	8,900	8,200	8,800	8,400	13,600	13,200	11,800	12,800	13,500	14,100
TOTAL WATER AND ELECTRIC COST	249,219	24,250	23,360	19,300	19,400	16,925	13,705	20,800	19,320	18,950	22,920	26,750	23,539
TOTAL COURSE MAINTENANCE EXPENSES	1,993,733	133,795	116,071	148,022	310,809	171,783	153,839	154,275	146,691	158,149	169,578	159,859	170,863

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SilverRock Resort
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PREPARED BY: Landmark Golf Management

G & A DEPARTMENT - 67	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<u>SALARIES AND BENEFITS</u>													
Salaries and Wages	245,012	19,715	19,715	19,715	19,443	20,803	20,803	20,803	20,803	20,803	20,803	20,803	20,803
Payroll Taxes	23,889	1,922	1,922	1,922	1,896	2,028	2,028	2,028	2,028	2,028	2,028	2,028	2,028
Workers' Compensation	15,252	1,227	1,227	1,227	1,210	1,295	1,295	1,295	1,295	1,295	1,295	1,295	1,295
Health Insurance/Benefits	32,256	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688	2,688
TOTAL SALARIES AND BENEFITS	316,408	25,552	25,552	25,552	25,237	26,814	26,814	26,814	26,814	26,814	26,814	26,814	26,814
<u>REPAIRS AND MAINTENANCE</u>													
Equipment Repair	1,900	0	100	100	100	900	100	100	100	100	100	100	100
TOTAL REPAIRS AND MAINTENANCE	1,900	0	100	100	100	900	100	100	100	100	100	100	100
<u>OTHER EXPENSES</u>													
Office Supplies	1,260	105	105	105	105	105	105	105	105	105	105	105	105
Printing / Stationary	3,300	100	100	100	100	100	400	400	400	400	400	400	400
Postage	900	75	75	75	75	75	75	75	75	75	75	75	75
Recruiting / Relocation	1,200	0	0	150	150	150	200	150	200	200	0	0	0
Dues and Subscriptions	1,150	50	0	200	50	50	50	100	200	50	50	300	50
Freight / Delivery	600	50	50	50	50	50	50	50	50	50	50	50	50
Travel	1,100	0	100	0	0	0	0	0	100	0	200	500	200
Promotion	1,200	100	100	100	100	100	100	100	100	100	100	100	100
Auto Expense	6,000	500	500	500	500	500	500	500	500	500	500	500	500
Equipment Rental (Copier/Storage)	6,600	550	550	550	550	550	550	550	550	550	550	550	550
Uniforms	1,050	75	75	75	150	150	75	75	75	75	75	75	75
Professional Fees (I.T. & Safety Fees)	13,200	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
Seminars / Training	2,400	200	200	200	200	200	200	200	200	200	200	200	200
Payroll Processing	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Computer Supplies (POS Support Fees)	6,300	500	500	500	500	500	500	500	500	500	500	500	800
Bank & ADP Fees	1,080	90	90	90	90	90	90	90	90	90	90	90	90
Miscellaneous	6,000	100	100	100	100	1,000	4,000	100	100	100	100	100	100
TOTAL OTHER EXPENSES	65,340	4,595	4,645	4,895	4,820	5,720	8,995	5,095	5,345	5,095	5,095	5,645	5,395
TOTAL G & A EXPENSES	383,648	30,147	30,297	30,547	30,157	33,434	35,909	32,009	32,259	32,009	32,009	32,559	32,309

Uniforms- Benefit to be shared between GM & Controller

Entertainment & Promotion - GM promoting property for potential clients

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PREPARED BY: Landmark Golf Management

MARKETING DEPARTMENT - 66	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<u>SALARIES AND BENEFITS</u>													
Salaries and Wages	15,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Payroll Taxes	1,463	122	122	122	122	122	122	122	122	122	122	122	122
Workers' Compensation	934	78	78	78	78	78	78	78	78	78	78	78	78
Health Insurance/Benefits	2,576	0	0	0	0	0	368	368	368	368	368	368	368
TOTAL SALARIES AND BENEFITS	19,972	1,450	1,450	1,450	1,450	1,450	1,818	1,818	1,818	1,818	1,818	1,818	1,818
<u>OTHER EXPENSES</u>													
Office Supplies	1,200	100	100	100	100	100	100	100	100	100	100	100	100
Printing / Stationary	4,425	0	0	200	3,000	200	200	200	125	125	125	125	125
Postage	600	50	50	50	50	50	50	50	50	50	50	50	50
Contract Services Web Page	1,800	150	150	150	150	150	150	150	150	150	150	150	150
Dues and Subscriptions	735	0	0	0	0	0	0	35	400	300	0	0	0
Uniforms	600	0	0	0	300	50	50	50	50	50	50	0	0
Telephone	1,200	100	100	100	100	100	100	100	100	100	100	100	100
Civic, Community and Trade Show	2,250	75	75	75	75	750	750	75	75	75	75	75	75
Public Relations	1,000	0	0	0	0	0	0	500	500	0	0	0	0
Promotions / Meals	300	25	25	25	25	25	25	25	25	25	25	25	25
Promotion - (Media, Vendor Days, etc)	700	0	0	0	50	50	50	300	50	50	50	50	50
Advertising (Ad Purchases)	151,133	2,566	2,566	10,715	13,766	23,194	14,624	19,161	16,206	14,599	15,729	10,906	7,101
Collateral Material - (Yrd Bks, Rack Cds, Statn, Brochures)	5,500	0	0	0	500	1,000	0	500	500	500	500	1,000	1,000
Miscellaneous	350	0	0	0	0	50	50	50	50	50	50	50	50
TOTAL OTHER EXPENSES	171,793	3,066	3,066	11,415	18,116	25,719	16,149	21,296	18,381	16,174	17,004	12,631	8,776
TOTAL MARKETING EXPENSES	191,765	4,516	4,516	12,865	19,566	27,169	17,967	23,114	20,199	17,992	18,822	14,449	10,594

Promotion/Meals - Off property events (Chamber Mixers, Rotaries and entertaining potential clients)

Promotion/Media/Vendor Days - Radio/TV Onsite Broadcasting.
Vendor Days - Show casing property in exchange for positive publicity

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SilverRock Resort
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PREPARED BY: Landmark Golf Management

TEMPORARY CLUBHOUSE - 800	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<u>SUPPLIES AND MATERIALS</u>													
Expendable Supplies	2,400	200	200	200	200	200	200	200	200	200	200	200	200
Laundry Supplies	2,400	200	200	200	200	200	200	200	200	200	200	200	200
TOTAL SUPPLIES AND MATERIALS	4,800	400	400	400	400	400	400	400	400	400	400	400	400
<u>REPAIRS AND MAINTENANCE</u>													
Building Structures	3,600	300	300	300	300	300	300	300	300	300	300	300	300
Restaurant Repairs	8,400	700	700	700	700	700	700	700	700	700	700	700	700
Equipment Repair	8,400	700	700	700	700	700	700	700	700	700	700	700	700
TOTAL REPAIRS AND MAINTENANCE	20,400	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700
<u>OTHER EXPENSES</u>													
Contract Services Cleaning	4,800	400	400	400	400	400	400	400	400	400	400	400	400
Telephone	13,800	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150
Cable-Roadrunner	4,560	380	380	380	380	380	380	380	380	380	380	380	380
Water	3,852	321	321	321	321	321	321	321	321	321	321	321	321
Safety Equipment	1,200	100	100	100	100	100	100	100	100	100	100	100	100
Natural Gas	12,180	850	850	850	850	850	850	1,180	1,180	1,180	1,180	1,180	1,180
Flowers and Decorations	1,900	0	0	0	500	0	0	500	0	500	0	0	400
Building Security (Roving Patrol)	60,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OTHER EXPENSES	102,292	8,201	8,201	8,201	8,701	8,201	8,201	9,031	8,531	9,031	8,531	8,531	8,931
TOTAL CLUBHOUSE EXPENSES	127,492	10,301	10,301	10,301	10,801	10,301	10,301	11,131	10,631	11,131	10,631	10,631	11,031

Expendable Supplies made up of: Locksmith, Trashbags, Lightbulbs, Mats, Items related to Maintenance of Clubhouse

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PREPARED BY: Landmark Golf Management

MISC. DEPARTMENT - 980 & 990	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
<u>MISC OTHER EXPENSES</u>													
Management Fee - Fixed	118,560	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880	9,880
FF&E Reserve (2.0%)	62,157	1,717	1,765	2,603	773	6,754	4,930	7,329	10,453	10,871	7,310	5,028	2,625
General Liability Insurance	64,800	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400
Personal Property Taxes	11,800	5,200	0	4,000	2,600	0	0	0	0	0	0	0	0
	257,317	22,197	17,045	21,883	18,653	22,034	20,210	22,609	25,733	26,151	22,590	20,308	17,905
<u>LEASE EXPENSES</u>													
Golf Cart Leases	144,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Trailer Leases	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Course Maintenance Lease	148,800	12,400	12,400	12,400	12,400	12,400	12,400	12,400	12,400	12,400	12,400	12,400	12,400
GPS Lease (Up-Link)	34,800	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900
Equipment Rental Other	20,200	1,150	1,150	1,150	1,150	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950
	347,800	28,450	28,450	28,450	28,450	29,250	29,250	29,250	29,250	29,250	29,250	29,250	29,250

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FOOD & BEVERAGE DEPT - 62	TOTAL	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUN.
FOOD REVENUE													
TOTAL NUMBER OF ROUNDS	40,296	1,750	1,750	2,350	500	4,000	3,250	4,350	5,200	5,650	4,896	4,300	2,300
GRILL ROOM/TERRACE													
AVERAGE FOOD REVENUE PER ROUND	\$3.50	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$7.50	\$8.00	\$8.00	\$4.00	\$5.50	\$3.00
TOTAL SNACK SHOP FOOD REVENUE	183,159	1,750	1,750	2,350	500	4,000	3,250	32,625	41,600	45,200	19,584	23,650	6,900
BEVERAGE CARTS													
AVERAGE FOOD REVENUE PER ROUND	\$1.15	\$1.05	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.25	\$1.25	\$1.25	\$1.50	\$1.50	\$1.00
TOTAL BEVERAGE CART FOOD REVENUE	46,782	1,838	1,750	2,350	500	4,000	3,250	5,438	6,500	7,063	7,344	6,450	2,300
AVERAGE FOOD \$ PER ROUND	\$4.65	\$2.05	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$8.75	\$9.25	\$9.25	\$5.50	\$7.00	\$4.00
BEVERAGE REVENUE													
TOTAL NUMBER OF ROUNDS	40,296	1,750	1,750	2,350	500	4,000	3,250	4,350	5,200	5,650	4,896	4,300	2,300
GRILL ROOM/TERRACE													
AVERAGE BEVERAGE REVENUE PER ROUND	\$3.00	\$1.00	\$1.00	\$1.00	\$1.00	\$2.25	\$2.25	\$3.00	\$3.50	\$6.00	\$6.00	\$4.50	\$4.50
TOTAL SNACK SHOP BEVERAGE REVENUE	146,889	1,750	1,750	2,350	500	9,000	7,313	13,050	18,200	33,900	29,376	19,350	10,350
	50.48%												
BEVERAGE CARTS													
AVERAGE BEVERAGE REVENUE PER ROUND	\$2.98	\$1.00	\$1.00	\$1.00	\$1.00	\$4.00	\$3.75	\$3.25	\$3.50	\$6.25	\$3.50	\$3.75	\$3.75
TOTAL BEVERAGE CART BEVERAGE REVENUE	144,074	1,750	1,750	2,350	500	16,000	12,188	14,138	18,200	35,313	17,136	16,125	8,625
AVERAGE BEVERAGE \$ PER ROUND		\$2.00	\$2.00	\$2.00	\$2.00	\$6.25	\$6.00	\$6.00	\$7.00	\$12.25	\$9.50	\$8.25	\$8.25
FOOD REVENUE													
Snack Shop/Terrace Food	\$ 183,159	\$ 1,750	\$ 1,750	\$ 2,350	\$ 500	\$ 4,000	\$ 3,250	\$ 32,625	\$ 41,600	\$ 45,200	\$ 19,584	\$ 23,650	\$ 6,900
Beverage Cart Food	\$ 46,782	\$ 1,838	\$ 1,750	\$ 2,350	\$ 500	\$ 4,000	\$ 3,250	\$ 5,438	\$ 6,500	\$ 7,063	\$ 7,344	\$ 6,450	\$ 2,300
Other Food Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Taxable Tournament Site Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Events	\$ 12,000	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ -
TOTAL FOOD REVENUE	\$ 243,941	\$ 3,588	\$ 3,500	\$ 4,700	\$ 4,000	\$ 11,000	\$ 6,500	\$ 38,063	\$ 48,100	\$ 52,263	\$ 29,928	\$ 33,100	\$ 9,200
BEVERAGE REVENUE													
Snack Shop/Terrace Beer & Wine	\$ 88,133	\$ 1,050	\$ 1,050	\$ 1,410	\$ 300	\$ 5,400	\$ 4,388	\$ 7,830	\$ 10,920	\$ 20,340	\$ 17,626	\$ 11,610	\$ 6,210
Snack Shop/Terrace Sodas	\$ 58,755	\$ 700	\$ 700	\$ 940	\$ 200	\$ 3,600	\$ 2,925	\$ 5,220	\$ 7,280	\$ 13,560	\$ 11,750	\$ 7,740	\$ 4,140
Beverage Cart Beer & Wine	\$ 72,037	\$ 875	\$ 875	\$ 1,175	\$ 250	\$ 8,000	\$ 6,094	\$ 7,069	\$ 9,100	\$ 17,656	\$ 8,568	\$ 8,063	\$ 4,313
Beverage Cart Sodas	\$ 72,037	\$ 875	\$ 875	\$ 1,175	\$ 250	\$ 8,000	\$ 6,094	\$ 7,069	\$ 9,100	\$ 17,656	\$ 8,568	\$ 8,063	\$ 4,313
TOTAL BEVERAGE REVENUE	\$ 290,962	\$ 3,500	\$ 3,500	\$ 4,700	\$ 1,000	\$ 25,000	\$ 19,500	\$ 27,188	\$ 36,400	\$ 69,213	\$ 46,512	\$ 35,475	\$ 18,975
TOTAL FOOD & BEVERAGE REVENUE	\$ 534,903	\$ 7,088	\$ 7,000	\$ 9,400	\$ 5,000	\$ 36,000	\$ 26,000	\$ 65,250	\$ 84,500	\$ 121,475	\$ 76,440	\$ 68,575	\$ 28,175
LESS COST OF SALES													
COS - Food (37%)	\$ 88,038	\$ 1,327	\$ 1,295	\$ 1,739	\$ 1,480	\$ 4,070	\$ 2,405	\$ 14,083	\$ 17,797	\$ 19,337	\$ 9,963	\$ 11,137	\$ 3,404
COS - Beer & Wine (25%)	\$ 40,042	\$ 481	\$ 481	\$ 646	\$ 138	\$ 3,350	\$ 2,620	\$ 3,725	\$ 5,005	\$ 9,499	\$ 6,548	\$ 4,918	\$ 2,631
COS - Sodas (27%)	\$ 35,314	\$ 425	\$ 425	\$ 571	\$ 122	\$ 3,132	\$ 2,435	\$ 3,318	\$ 4,423	\$ 8,428	\$ 5,486	\$ 4,267	\$ 2,282
COS - Employee Meals	\$ 22,800	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900	\$ 1,900
TOTAL COST OF SALES	\$ 186,194	\$ 4,134	\$ 4,102	\$ 4,856	\$ 3,639	\$ 12,452	\$ 9,360	\$ 23,026	\$ 29,125	\$ 39,165	\$ 23,898	\$ 22,222	\$ 10,217
GROSS PROFIT	\$ 348,708	\$ 2,954	\$ 2,898	\$ 4,544	\$ 1,361	\$ 23,548	\$ 16,640	\$ 42,224	\$ 55,375	\$ 82,310	\$ 52,542	\$ 46,353	\$ 17,958
SALARIES AND BENEFITS													
Salaries and Wages	\$ 215,798	\$ 9,367	\$ 9,367	\$ 9,433	\$ 4,169	\$ 17,151	\$ 17,441	\$ 26,500	\$ 26,500	\$ 26,500	\$ 26,500	\$ 22,540	\$ 20,332
Payroll Taxes	\$ 24,709	\$ 1,073	\$ 1,073	\$ 1,080	\$ 477	\$ 1,964	\$ 1,997	\$ 3,034	\$ 3,034	\$ 3,034	\$ 3,034	\$ 2,581	\$ 2,328
Workers' Compensation	\$ 8,891	\$ 386	\$ 386	\$ 389	\$ 172	\$ 707	\$ 719	\$ 1,092	\$ 1,092	\$ 1,092	\$ 1,092	\$ 929	\$ 838
Health Insurance	\$ 36,672	\$ 3,056	\$ 3,056	\$ 3,056	\$ 3,056	\$ 3,056	\$ 3,056	\$ 3,056	\$ 3,056	\$ 3,056	\$ 3,056	\$ 3,056	\$ 3,056
TOTAL SALARIES AND BENEFITS	\$ 286,069	\$ 13,881	\$ 13,881	\$ 13,958	\$ 7,874	\$ 22,877	\$ 23,212	\$ 33,682	\$ 33,682	\$ 33,682	\$ 33,682	\$ 29,105	\$ 26,553
SUPPLIES AND MATERIALS													
Expendable Supplies	\$ 4,000	\$ 300	\$ 300	\$ 300	\$ 300	\$ 200	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 300	\$ 300
Bar Utensils	\$ 1,250	\$ 150	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Menus, Napkins and Placemats	\$ 3,825	\$ 175	\$ 175	\$ 175	\$ 500	\$ 250	\$ 250	\$ 550	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350
TOTAL SUPPLIES AND MATERIALS	\$ 9,075	\$ 625	\$ 575	\$ 575	\$ 900	\$ 550	\$ 750	\$ 1,050	\$ 850	\$ 850	\$ 850	\$ 750	\$ 750
REPAIRS AND MAINTENANCE													
Equipment Repair	\$ 5,900	\$ 400	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
TOTAL REPAIRS AND MAINTENANCE	\$ 5,900	\$ 400	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
OTHER EXPENSES													
Office Supplies	\$ 1,500	\$ 100	\$ 100	\$ 100	\$ 250	\$ 250	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Phone	\$ 857	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71
Equipment Rental	\$ 1,294	\$ 109	\$ 109	\$ 109	\$ 95	\$ 109	\$ 109	\$ 109	\$ 109	\$ 109	\$ 109	\$ 109	\$ 109
Non-Capital Equipment	\$ 600	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50
Uniforms	\$ 3,400	\$ 150	\$ 150	\$ 150	\$ 1,000	\$ 150	\$ 500	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150
Laundry and Linen	\$ 8,400	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700
Lease Payment	\$ 10,896	\$ 500	\$ 500	\$ 500	\$ 396	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 500	\$ 500	\$ 500
Bank Fees	\$ 6,240	\$ 520	\$ 520	\$ 520	\$ 520	\$ 520	\$ 520	\$ 520	\$ 520	\$ 520	\$ 520	\$ 520	\$ 520
Seminars / Training	\$ 275	\$ 25	\$ 25	\$ 25	\$ 25	\$ -	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Cleaning Supplies	\$ 3,596	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 346	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350
Flowers and Decorations	\$ 2,606	\$ 100	\$ 100	\$ 100	\$ 206	\$ 300	\$ 300	\$ 300	\$ 250	\$ 250	\$ 300	\$ 200	\$ 200
Licenses and Permits	\$ 1,800	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ 6,200	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 600	\$ 600	\$ 500	\$ 500	\$ 500
TOTAL OTHER EXPENSES	\$ 47,664	\$ 3,075	\$ 3,975	\$ 3,075	\$ 4,063	\$ 4,400	\$ 4,625	\$ 5,271	\$ 4,430	\$ 4,425	\$ 3,775	\$ 3,275	\$ 3,275
TOTAL EXPENSES	\$ 348,708	\$ 17,981	\$ 18,931	\$ 18,108	\$ 13,337	\$ 28,327	\$ 29,087	\$ 40,503	\$ 39,462	\$ 39,457	\$ 38,807	\$ 33,630	\$ 31,078
TOTAL FOOD & BEVERAGE PROFIT (Loss)	\$ (0)	\$ (15,028)	\$ (16,033)	\$ (13,564)	\$ (11,976)	\$ (4,779)	\$ (12,448)	\$ 1,721	\$ 15,914	\$ 42,854	\$ 13,736	\$ 12,723	\$ (13,120)

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SilverRock Resort

2021-2022 Marketing Plan Narrative

OBJECTIVE: *Continue to expand brand awareness for SilverRock Resort, promote the Arnold Palmer Classic Course as a premier golf course in the Coachella Valley and increase golf and golf-related revenues. In light of Covid-19, a concerted effort will continue to be needed to market and promote SilverRock during this unprecedented pandemic. SilverRock will continue to promote SilverRock as a safe golf facility that is practicing the guidelines set forth by CDC & the County of Riverside. In addition to expanding this awareness, it will also be imperative to continually market SilverRock in a positive light during future construction phases of the Montage and Pendry Luxury Hotels.*

The 2021-2022 Marketing Plan is built around a slightly scaled back Marketing Budget of \$194,730. The total Marketing Plan includes: print advertising, TV & radio, digital marketing, social media, collateral materials, civic and community networking, tournament coordinator salary, public relations, golf/consumer trade shows, supplies, internet websites and e-mail marketing. Actual advertising budget will total \$151,133 annually.

PRINT ADVERTISING

Print advertising is targeted for Coachella Valley Residents and tourist/resort golfers in local, regional and Southern California golf and travel publications. Print advertising consists of local newspaper, golf and travel magazines and regional directories. All print advertising now includes a digital component that is included in each buy.

Newspaper advertising is placed in The Desert Sun with primary emphasis on "digital ads" appearing on the Desert Sun website, mobile and App. Special promotions are designed, as needed by season, and placed in various digital arenas.

Magazines consist of local and regional magazines such as Palm Springs Life, Golf News Magazine, Desert Golf & Tennis, Locale Magazine, Southland Golf Magazine, Alaska Airlines, Golfing Palm Springs, and Desert Golfing Digest. These ads vary from full page to quarter page ads and are full color.

TV & RADIO

Television commercials (30 seconds) are placed on all three (3) local network affiliates (CBS2, KESQ3-ABC, KMIR6-NBC) and Time Warner cable stations. Local radio is used for 30-second spots and specific promotions and is primarily aired during summer months to attract local patrons.

IN ROOM MEDIA

In conjunction with the Travelers Channel, currently the SilverRock commercial is showcased in 18 local hotels representing over 3,500 hotel rooms throughout the Coachella Valley.

The Travelers Channel operates in each hotel, and becomes the hotels local in room concierge. The Travelers Channel primary goal is to visually promote the local area, points of interest, history, services, restaurants, shopping, and to help visitors enjoy their stay.

DIGITAL MARKETING

SilverRock will continue to partner with JNS Media and Madden Media with digital marketing. The marketing plan includes website display banners through the geo target channels like ESPN LA, GolfChannel.com, PGA.com, SCGA.com, and anyone searching

keywords such as Golf, Best Golf Courses, Tee Times in Greater Palm Springs/La Quinta producing 10 million impressions. Included in this 2021-2022 Marketing Plan is an ongoing partnership to continue a strong presence in the digital marketing sector.

SOCIAL MEDIA, APPS, & MOBILE WEBSITES

Social media has proven to be a very successful, powerful and cost effective method of promoting SilverRock. There will be a continued effort and focus on social media including enhancing SilverRock's Facebook "fan base" which has generated over 20,000 likes and has been very effective way of communicating SilverRock's news and information. Increased presence will continue this year on Facebook, Twitter, Yelp, Instagram, Golf Advisor, Google, Greenskeeper.org and YouTube. All online reviews are acknowledged and responded to within 48 hours of a post. These methods of advertising and promotion are truly cost effective as they have minimal costs or no cost at all associated with these marketing avenues.

Currently, the majority of tee times are booked online; a continued emphasis on the mobile website booking interface that allows visitors to navigate SilverRock's website more efficiently and effectively will again be a priority for 2021-2022. This past year, SilverRock's website was updated to a new platform as a new online booking engine which allows golfers to book online. The SilverRock website is a responsive website which allows any user with a PC, tablet or mobile phone to navigate the SilverRock website.

SilverRock also introduced a new free App (available on both Droid and iPhones) this past Fall which also allows golfers to book tee times instantly through the App with no booking fees.

JUNIOR GOLF

SilverRock will continue to support local Junior Golf by offering Junior Lessons, Junior Rates and being a host course for the La Quinta High School Boys and Girls Golf Teams. SilverRock will also continue to participate in SCGA's Youth on Course program which will provide juniors in Southern California another avenue to have access to golf courses at affordable green fees.

COLLATERAL MATERIALS

Rack cards, scorecards, and information packets presenting SilverRock Resort are used as marketing tools for SilverRock Resort. Printed material will be produced, as needed, to promote SilverRock Resort as a former Home Course of the Bob Hope Classic 2008-2011.

CIVIC AND COMMUNITY NETWORKING AND TRADESHOWS

SilverRock Resort is positioned as a community-friendly golf facility and is committed to developing strong relationships with community organizations such as the Greater Coachella Valley Chamber of Commerce and various local service organizations.

At various venues locally and around Southern California, trade shows and expos are held that provide an opportunity to promote SilverRock Resort. These trade shows and expos are focused on tourism, golf and golf equipment/apparel, recreation, weddings and other related industries and businesses. SilverRock will continue to partner with regional and local magazines in these trade shows.

TOURNAMENTS & GROUP OUTINGS

A continued concentrated effort to attract corporate and group outings will be positioned through various networking opportunities. Tournament business represents a large portion of outside play and is an important component of SilverRock's success.

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City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: INTRODUCE FOR FIRST READING AN ORDINANCE AMENDING CHAPTER 3.25 OF LA QUINTA MUNICIPAL CODE RELATED TO CERTAIN RENEWAL APPLICATIONS FOR SHORT-TERM VACATION RENTAL PERMITS

RECOMMENDATION

- A. Move to take up Ordinance No. ____ by title and number only and waive further reading.
- B. Move to introduce at first reading Ordinance No. ____ to amend chapter 3.25 of the Municipal Code related to Short-Term Vacation Rentals.

EXECUTIVE SUMMARY

- The proposed minor code amendments are necessary to align the text with other code sections in Chapter 3.25; and to add clarifying language to further streamline the short-term vacation rental (STVR) permit renewal submittal, processing, and tracking, while ensuring compliance and enforcement with the STVR program.

FISCAL IMPACT

This code amendment would standardize the STVR permit renewal process and eliminate the need to implement manual tracking for delayed renewals, which in turn would result in staff time savings that would carry long-term benefits as the cost of STVR permits are evaluated from year to year.

BACKGROUND/ANALYSIS

The proposed code amendment to Section 3.25.030 under the "Local contact person" definition reduces the allowed response time from 45 to 30 minutes and aligns it with other code sections in this Chapter.

The proposed code amendments under Sections 3.25.050, subsection D, and 3.25.055, subsection C, are intended to add clarifying language related to the types of allowed STVR permit renewals, and to streamline the renewal processing and tracking, while simultaneously ensuring compliance and enforcement with the STVR program.

ALTERNATIVES

Council may elect to adopt some of the changes; instruct Staff to make additional/different amendments.

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

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING CHAPTER 3.25 OF THE LA QUINTA MUNICIPAL CODE CLARIFYING AND STREAMLINING THE SHORT-TERM VACATION RENTAL PERMITS RENEWAL SUBMITTAL AND PROCESSING

WHEREAS, Chapter 3.25 of the La Quinta Municipal Code (LQMC) relates to short-term vacation rentals; and

WHEREAS, the City has the authority to regulate businesses operating within the City; and

WHEREAS, Chapter 3.25 of the LQMC addresses permitted uses, short-term vacation rental process and permitting procedures; and

WHEREAS, code amendments to Section 3.25.030 under the "Local contact person" definition are proposed for consistency with other sections in Chapter 3.25; and

WHEREAS, code amendments under Section 3.25.050, subsection D, and Section 3.25.055, subsection C, are intended to add clarifying language related to the types of allowed short-term vacation rental permit renewals, and to streamline the short-term vacation rental permit renewal processing and tracking, while ensuring compliance and enforcement with the short-term vacation rental program, as more particularly set forth in this Ordinance.

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

SECTION 1. Chapter 3.25 shall be amended as written in "Exhibit A" attached hereto and incorporated herein by reference.

SECTION 2. Corrective Amendments: The City Council does hereby grant the City Clerk the ability to make minor amendments and corrections of typographical or clerical errors to "Exhibit A" to ensure consistency of all approved text amendments prior to the publication in the La Quinta Municipal Code.

SECTION 3. Posting: The City Clerk shall, within 15 days after passage of this Ordinance, cause it to be posted in at least three public places

Ordinance No. XXX
Amendments to Chapter 3.25 Short-Term Vacation Rentals
Adopted:
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designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the Book of Ordinances of the City of La Quinta.

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

SECTION 5. Severability: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

PASSED, APPROVED and ADOPTED, at a regular meeting of the La Quinta City Council held this ____ day of _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

Ordinance No. XXX
Amendments to Chapter 3.25 Short-Term Vacation Rentals
Adopted:
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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

Chapter 3.25 SHORT-TERM VACATION RENTALS

Chapter 3.25 SHORT-TERM VACATION RENTALS

3.25.010 Title.

This chapter shall be referred to as the "Short-Term Vacation Rental Regulations." (Ord. 572 § 1, 2018; Ord. 563 § 1, 2017; Ord. 501 § 2, 2012)

3.25.020 Purpose.

A. The purpose of this chapter is to establish regulations for the use of privately owned residential dwellings as short-term vacation rentals that ensure the collection and payment of transient occupancy taxes (TOT) as provided in Chapter 3.24 of this code, and minimize the negative secondary effects of such use on surrounding residential neighborhoods.

B. This chapter is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short-term vacation rental purposes as defined in this chapter. (Ord. 572 § 1, 2018; Ord. 563 § 1, 2017; Ord. 501 § 2, 2012)

C. The requirements of this chapter shall be presumed to apply to any residential dwelling that has received a short-term vacation rental permit. A rebuttable presumption arises that, whenever there is an occupant(s), paying rent or not, of a residential dwelling that has received a short-term vacation rental permit, the requirements of this chapter shall apply, including but not limited to any suspension or other modifications imposed on a short-term vacation rental permit as set forth in this chapter. The city manager or authorized designee shall have the authority to implement any necessary or appropriate policies and procedures to implement the rebuttable presumption set forth in this section.

3.25.030 Definitions.

For purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:

"Advertise," "advertisement," "advertising," "publish," and "publication" mean any and all means, whether verbal or written, through any media whatsoever whether in use prior to, at the time of, or after the enactment of the ordinance amending this chapter, used for conveying to any member or members of the public the ability or availability to rent a short-term vacation rental unit as defined in this section, or used for conveying to any member or members of the public a notice of an intention to rent a short-term vacation rental unit as defined in this section. For purposes of this definition, the following media are listed as examples, which are not and shall not be construed as exhaustive: Verbal or

written announcements by proclamation or outcry, newspaper advertisement, magazine advertisement, handbill, written or printed notice, printed or poster display, billboard display, e-mail or other electronic/digital messaging platform, electronic commerce/commercial Internet websites, and any and all other electronic media, television, radio, satellite-based, or Internet website.

“Applicable laws, rules and regulations” means any laws, rules, regulations and codes (whether local, state or federal) pertaining to the use and occupancy of a privately owned dwelling unit as a short-term vacation rental.

“Applicant” means the owner of the short-term vacation rental unit.

“Authorized agent or representative” means a designated agent or representative who is appointed by the owner and also is responsible for compliance with this chapter with respect to the short-term vacation rental unit.

“Booking transaction” means any reservation or payment service provided by a person or entity who facilitates a home-sharing or vacation rental (including short-term vacation rental) transaction between a prospective occupant and an owner or owner’s authorized agent or representative.

“City manager” means that person acting in the capacity of the city manager of the city of La Quinta or authorized designee.

“Declaration of non-use” means the declaration described in Section [3.25.050](#).

“Dwelling” has the same meaning as set forth in Section [9.280.030](#) (or successor provision, as may be amended from time to time) of this code; “dwelling” does not include any impermanent, transitory, or mobile means of temporary lodging, including but not limited to mobile homes, recreational vehicles (RVs), car trailers, and camping tents.

“Estate home” is defined as a single-family detached residence with five (5) or more bedrooms, subject to evaluation criteria and inspection of the property pursuant to Section 3.25.060(D)(1). An estate home is a sub-type of short-term vacation rental unit and shall be subject to a general short-term vacation rental permit, primary residence short-term vacation rental permit, or homeshare short-term vacation rental permit, as applicable, pursuant to this chapter.

“General short-term vacation rental permit” is a type of short-term vacation rental permit that is neither a homeshare short-term vacation rental permit nor a primary residence short-term vacation rental permit.

“Good neighbor brochure” means a document prepared by the city that summarizes the general rules of conduct, consideration, and respect, including, without limitation, provisions of this code and other applicable laws, rules or regulations pertaining to the use and occupancy of short-term vacation rental units.

“Homeshare short-term vacation rental permit” is a type of short-term vacation rental permit whereby the owner hosts visitors in the owner’s dwelling, for compensation, for periods of thirty (30) consecutive calendar days or less, while

the owner lives on-site and in the dwelling, throughout the visiting occupant's stay.

"Hosting platform" means a person or entity who participates in the home-sharing or vacation rental (including short-term vacation rental) business by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation, including but not limited to the Internet.

"Local contact person" means the person designated by the owner or the owner's authorized agent or representative who shall be available twenty-four hours per day, seven days per week with the ability to respond to the location within ~~forty~~ **fivethirty (30)** minutes for the purpose of: (1) taking remedial action to resolve any such complaints; and (2) responding to complaints regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit. A designated local contact person must obtain a business license otherwise required by Sections [3.24.060](#) and [3.28.020](#) (or successor provisions, as may be amended from time to time) of this code.

"Notice of permit modification, suspension or revocation" means the notice the city may issue to an applicant, authorized agent or representative, local contact person, occupant, owner, responsible person, or any other person or entity authorized to be issued such notice under this code for a short-term vacation rental unit, upon a determination by the city of a violation of this chapter or other provisions of this code relating to authorized uses of property subject to this chapter.

"Occupant" means any person(s) occupying the dwelling at any time.

"Owner" means the person(s) or entity(ies) that hold(s) legal and/or equitable title to the subject short-term vacation rental.

"Primary residence" means a dwelling where an owner spends the majority of the calendar year on the property used as a short-term vacation rental unit, and the property is identified in the Riverside County Assessor's record as the owner's primary residence.

"Primary residence short-term vacation rental permit" is a type of short-term vacation rental permit whereby the short-term vacation rental unit is the owner's primary residence, as defined herein in this section.

"Property" means a residential legal lot of record on which a short-term vacation rental unit is located.

"Rent" has the same meaning as set forth in Section [3.24.020](#) (or successor provision, as may be amended from time to time) of this code.

"Rental agreement" means a written or verbal agreement for use and occupancy of a privately-owned residential dwelling that has been issued a short-term vacation rental permit, including a dwelling that may have a permit which has been or is under suspension.

“Responsible person” means the signatory of an agreement for the rental, use and occupancy of a short-term vacation rental unit, and/or any person(s) occupying the short-term vacation rental unit without a rental agreement, including the owner(s), owner’s authorized agent(s) or representative(s), local contact(s), and their guests, who shall be an occupant of that short-term vacation rental unit, who is at least twenty-one years of age, and who is legally responsible for ensuring that all occupants of the short-term vacation rental unit and/or their guests comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.

“Short-term vacation rental permit” means a permit that permits the use of a privately owned residential dwelling as a short-term vacation rental unit pursuant to the provisions of this chapter, and which incorporates by consolidation a transient occupancy permit and a business license otherwise required by Sections [3.24.060](#) and [3.28.020](#) (or successor provisions, as may be amended from time to time) of this code. A short-term vacation rental permit is one of the following types: (1) General short-term vacation rental permit, (2) Primary residence short-term vacation rental permit, or (3) Homeshare short-term vacation rental permit, as defined in this section.

“Short-term vacation rental unit” means a privately owned residential dwelling, such as, but not limited to, a single-family detached or multiple-family attached unit, apartment house, condominium, cooperative apartment, duplex, or any portion of such dwellings and/or property and/or yard features appurtenant thereto, rented for occupancy and/or occupied for dwelling, lodging, or any transient use, including but not limited to sleeping overnight purposes for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days, by any person(s) with or without a rental agreement.

“STVR” may be used by city officials as an abbreviation for “short-term vacation rental.”

“Suspension” means that short-term vacation rental permit that is suspended pursuant to Section 3.25.090.

“Tenant” or “transient,” for purposes of this chapter, means any person who seeks to rent or who does rent, or who occupies or seeks to occupy, for thirty (30) consecutive calendar days or less, a short-term vacation rental unit. (Ord. 572 § 1, 2018; Ord. 563 § 1, 2017; Ord. 501 § 2, 2012)

3.25.040 Authorized agent or representative.

A. Except for the completion of an application for a short-term vacation rental permit and business license, the owner may designate an authorized agent or representative to ensure compliance with the requirements of this chapter with respect to the short-term vacation rental unit on his, her or their behalf. Nevertheless, the owner shall not be relieved from any personal responsibility

and personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, regardless of whether such noncompliance was committed by the owner's authorized agent or representative or the occupants of the owner's short-term vacation rental unit or their guests.

B. The owner must be the applicant for and holder of a short-term vacation rental permit and business license and shall not authorize an agent or a representative to apply for or hold a short-term vacation rental permit and business license on the owner's behalf. The owner's signature is required on all short-term vacation rental application forms, and the city may prescribe reasonable requirements to verify that an applicant or purported owner is the owner in fact. (Ord. 572 § 1, 2018; Ord. 563 § 1, 2017; Ord. 501 § 2, 2012)

3.25.050 Short-term vacation rental permit—Required.

A. The owner is required to obtain a short-term vacation rental permit and a business license from the city before the owner or the owner's authorized agent or representative may rent or advertise a short-term vacation rental unit. No short-term vacation rental use may occur in the city except in compliance with this chapter. No property in the city may be issued a short-term vacation rental permit or used as a short-term vacation rental unit unless the property is a residential dwelling that complies with the requirements of this chapter.

B. A short-term vacation rental permit and business license shall be valid for one (1) year and renewed on an annual basis in order to remain valid.

1. A short-term vacation rental permit and business license renewal application shall be submitted no earlier than sixty (60) calendar days but no later than thirty (30) calendar days prior to the permit's expiration date. Failure to renew a short-term vacation rental permit as prescribed in this section may result in the short-term vacation rental permit being terminated.
2. A new owner of a property (or a new person and/or new entity that owns or controls a business or organization or other entity of any kind, such as a limited liability company, which is the owner of a property) previously operated as a short-term vacation rental unit by the former owner (or by a former person or entity that owned or controlled the business or organization or other entity of any kind that continues to be the owner of the property) may not renew the previous owner's short-term vacation rental permit and shall apply for a new short-term vacation rental permit, pursuant to this chapter, if the new owner (or new person and/or new entity that owns or controls a business or organization or other entity of any kind that continues to be the owner of a property) wants to continue to use the residential dwelling as a short-term vacation rental unit.

3. If an owner or an owner’s authorized agent or representative, pursuant to all applicable laws, constructs additional bedrooms to an existing residential dwelling or converts non-bedroom spaces and areas in an existing residential dwelling into additional bedrooms, the owner or owner’s authorized agent or representative shall notify the city and update the short-term vacation rental unit’s online registration profile upon city approval of the addition or conversion so that the city may confirm that such conversion is consistent with this chapter and the code, including all applicable provisions in Title 8 of the code, and reissue the short-term vacation rental permit so that it accurately identifies the number of approved bedrooms, if the owner wants to continue to use the dwelling as a short-term vacation rental unit. The city may conduct an onsite inspection of the property to verify compliance with this chapter and the code. Code compliance inspections may be billed for full cost recovery at one hour for initial inspection and in thirty-minute increments for each follow-up inspection pursuant to subsection D. For purposes of this chapter, “reissue” or “reissuance” of a short-term vacation rental permit means a permit that is reissued by the city, with corrected information, as applicable, to be valid for the balance of the existing one (1)-year permit and license period.

C. A short-term vacation rental permit and business license shall be valid only for the number of bedrooms in a residential dwelling equal to the number of bedrooms the city establishes as eligible for listing as a short-term vacation rental unit and shall not exceed the number of bedrooms allowable for the number of occupants as set forth in Section [3.25.070](#). The allowable number of bedrooms shall meet all applicable requirements under federal, state and city codes, including, but not limited to, the provisions of Section [9.50.100](#) (or successor provision, as may be amended from time to time) governing “additional bedrooms” and all applicable building and construction codes in Title 8 of this code. A short-term vacation rental permit shall not issue for, or otherwise authorize the use of, additional bedrooms converted from non-bedroom spaces or areas in an existing residential dwelling except upon express city approval for the additional bedrooms in compliance with this code, including Section [9.50.100](#) (or successor provision, as may be amended from time to time), and upon approval of an application for a new or renewed short-term vacation rental permit as provided in subsection B.

D. A short-term vacation rental permit and business license shall not be issued **or renewed**, and may be suspended or permanently revoked, if the property, or any building, structure, or use or land use on the property is in violation of this code. The city may conduct an inspection of the property prior to the issuance or renewal of a short-term vacation rental permit and/or business license. Code compliance inspections may be billed for full cost recovery at one hour for initial inspection and in thirty-minute increments for each follow-up inspection. For purposes of this subsection, a code violation exists if, at the time of the submittal

of an application for a new or renewed short-term vacation rental permit or business license, the city has commenced administrative proceedings by issuing written communication and/or official notice to the owner or owner's responsible agent or representative of one or more code violations. For purposes of this chapter, "building," "structure," and "use or land use" have the same meanings as set forth in Section [9.280.030](#) (or successor provisions, as may be amended from time to time) of this code.

E. A short-term vacation rental permit and business license shall not be issued or renewed, and may be suspended or permanently revoked, if any portion of transient occupancy tax has not been reported and/or remitted to the city for the previous calendar year by the applicable deadline for the reporting and/or remittance of the transient occupancy tax.

F. A short-term vacation rental permit and business license shall not be issued or renewed, and may be suspended or permanently revoked, if the residential dwelling to be used as a short-term rental unit lacks adequate onsite parking. For purposes of this subsection, "adequate onsite parking" shall be determined by dividing the total number of occupants commensurate with the approved number of bedrooms as provided in the table under Section [3.25.070](#) by four, such that the ratio of the total number of occupants to onsite parking spots does not exceed four to one (4:1). For example, a residential dwelling with five bedrooms may permissibly host a total number of ten occupants and therefore requires three on-site parking spots. Onsite parking shall be on an approved driveway, garage, and/or carport areas only in accordance with Section [3.25.070](#)(R), and no more than two street parking spots may count towards the number of on-site parking spots necessary to meet the "adequate onsite parking" requirement under this subsection.

G. An owner or owner's authorized agent or representative who claims not to be operating a short-term vacation rental unit or who has obtained a valid short-term vacation rental permit and business license pursuant to this chapter, may voluntarily opt-out of the requirements of this chapter, prior to the issuance or expiration of a short-term vacation rental permit and business license that are applicable to the short-term vacation rental unit, only upon the owner, the owner's authorized agent or representative and/or the owner's designated local contact person executing, under penalty of perjury, a declaration of non-use as a short-term vacation rental unit, in a form prescribed by the city (for purposes of this chapter, a "declaration of non-use"). Upon the receipt and filing by the city of a fully executed declaration of non-use, the owner or owner's authorized agent representative shall be released from complying with this chapter as long as the property is not used as a short-term vacation rental unit. Use of the property as a short-term vacation unit after the city's receipt and filing of a declaration of non-use, is a violation of this chapter. If, after a declaration of non-use has been received and filed by the city, the owner or owner's authorized agent or representative wants to use that property as a short-term vacation

rental unit, the owner shall apply for a new short-term vacation rental permit and business license and fully comply with the requirements of this chapter and the code; provided, however, that if a short-term vacation rental permit is or will be suspended on the date an owner or owner's authorized agent or representative submits to the city a declaration of non-use for the short-term vacation rental unit under suspension, then the owner may apply for a new short-term vacation rental permit and business license only after twelve (12) consecutive months have elapsed from the date of the declaration of non-use, and the owner and owner's authorized agent or representative otherwise shall fully comply with the requirements of this chapter and the code. (Ord. 577 § 1, 2019; Ord. 572 § 1, 2018; Ord. 563 § 1, 2017; Ord. 501 § 2, 2012)

3.25.055 Non-issuance of new short-term vacation rental permits; Periodic council review.

A. Commencing May 20, 2021, which is the effective date of the ordinance adding this section, there shall be no processing of, or issuance for, any applications for a new short-term vacation rental permit, required by this chapter to use or operate a short-term vacation rental unit in the city, except applications for a new a short-term vacation rental permit covering a short-term vacation rental unit that meets one or more of the following:

1. A residential dwelling within a residential project located in the CT Tourist Commercial District zone, as defined in Section 9.70.070 (or successor section) of this code and depicted in the city's official zoning map.
2. A residential dwelling within a residential project located in the VC Village Commercial District zone, as defined in Section 9.70.100 (or successor section) of this code and depicted in the city's official zoning map.
3. A residential dwelling within a residential project subject to a development agreement with the city, or subject to a condition of approval(s) attached to any entitlement approved by the city (including but not limited to a specific plan, subdivision map, or site development permit), pursuant to which short-term vacation rentals are a permitted use, and the residential dwelling's use as a short-term vacation rental is authorized under a declaration of covenants, conditions, and restrictions (CC&Rs), for the residential project.
4. A residential dwelling within the area covered by the SilverRock Resort Specific Plan.

B. The city manager or authorized designee shall have the authority to implement policies or procedures to review and verify whether an application for a new short-term vacation rental permit meets the criteria set forth in this section.

C. This section shall not apply to applications for a renewal of an existing short-term vacation rental permit and business license, submitted in compliance with

this chapter, ~~including when and for which~~ the short-term vacation rental permit is ~~not~~ under suspension ~~or revoked~~ during the time for processing the renewal application, ~~and the Applications for renewals must be submitted as prescribed by this chapter.~~ Any short-term vacation rental unit, covered by a permit that is subject to an application for the renewal, ~~application is not~~ which is under temporary suspension in violation of this chapter or any other provisions of this code, shall not become permitted to use the dwelling as a short-term vacation rental unit until all violations that led to the temporary suspension have been remedied and the suspension has expired. Any revoked short-term vacation rental permit shall not be eligible for renewal or new short-term vacation rental permit.

D. The city council shall periodically review the impacts or effects, if any, caused by the non-issuance of new short-term vacation rental permits set forth in this section. The city manager or authorized designee shall prepare a report assessing impacts or effects, if any, for the council to review at a regular or special meeting.

3.25.060 Short-term vacation rental permit—Application requirements.

A. The owner or the owner's authorized agent or representative must submit the information required on the city's short-term vacation rental permit application form provided by the city, which may include any or all of the following:

1. The name, address, and telephone number of the owner of the subject short-term vacation rental unit;
2. The name, address, and telephone number of the owner's authorized agent or representative, if any;
3. The name, address, and twenty-four-hour telephone number of the local contact person;
4. The address of the proposed short-term vacation rental unit, Internet listing site and listing number;
5. The number of bedrooms shall not exceed the number of bedrooms allowable for the number of occupants as set forth in Section [3.25.070](#). The allowable number of bedrooms shall meet all applicable building and construction requirements under federal, state and city codes, including, but not limited to, the provisions of Section [9.50.100](#) (or successor provision, as may be amended from time to time) governing "additional bedrooms" and all applicable building and construction codes in Title 8 of this code;
6. Acknowledgement of receipt of all electronically distributed short-term vacation rental information from the city, including any good neighbor brochure;

7. The owner or owner's authorized agent or representative who has applied for a short-term vacation rental permit shall provide the city with written authorization that issuance of a short-term vacation rental permit pursuant to this chapter is not inconsistent with any recorded or unrecorded restrictive covenant, document, or other policy of a homeowner association (HOA) or other person or entity which has governing authority over the property on which a short-term vacation rental unit will be operated; in furtherance of this requirement, there shall be a rebuttable presumption that an owner or owner's authorized agent or representative does not have written authorization for the issuance of a short-term vacation rental permit if a HOA or other person or entity which has governing authority over the property has submitted to the city a duly-authorized official writing, which informs the city that short-term vacation rentals of thirty (30) consecutive days or less are not permitted on the property applying for a short-term vacation rental permit; and

8. Such other information as the city manager or authorized designee deems reasonably necessary to administer this chapter.

B. The short-term vacation rental permit application shall be accompanied by an application fee as set by resolution of the city council. A short-term vacation rental permit and business license shall not be issued or renewed while any check or other payment method cannot be processed for insufficient funds.

C. The city may determine the maximum number of bedrooms in a residential dwelling with multiple bedrooms eligible for use as a short-term vacation rental unit upon issuance of a short-term vacation rental permit. When determining the maximum number of bedrooms eligible for use as short-term vacation rentals, the city shall consider the public health, safety, and welfare, shall comply with building and residential codes, and may rely on public records relating to planned and approved living space within the residential dwellings, including, but not limited to, title insurance reports, official county records, and tax assessor records. Owners of residential dwellings that exceed five thousand square feet of developed space on a lot may apply for additional bedrooms. An owner and/or owner's authorized agent or representative may not advertise availability for occupancy of a short-term vacation rental unit for more than the approved number of bedrooms listed in the short-term vacation rental permit issued by the city pursuant to this chapter. In addition to any other rights and remedies available to the city under this chapter, the first violation for failing to advertise the approved number of bedrooms may be subject to a fine by an administrative citation, and a second or subsequent violation for failing to advertise the approved number of bedrooms may result in a revocation (which may include permanent revocation) of the short-term vacation rental permit and/or any affiliated licenses or permits pursuant to the provisions set forth in Section 3.25.100.

D. Short-term vacation rental permit applications shall comply with the following:

1. A short-term vacation rental permit application for the estate home shall be subject to evaluation and inspection of the property to ensure that the short-term vacation rental unit will not create conditions materially detrimental to the public health, safety and general welfare or injurious to or incompatible with other properties in the vicinity. Evaluation and inspection shall include, but not be limited to: verification of the number of bedrooms, adequate on-site parking spaces, availability of nearby street parking, physical distance of the estate home from adjacent properties, such as location and distance of outdoor gathering spaces, pools, and other living spaces from neighboring properties. The city manager, or designee, shall have the authority to impose additional conditions on the use of the estate home as a short-term vacation rental unit to ensure that any potential secondary effects unique to the subject short-term vacation rental unit are avoided or adequately mitigated.
2. A short-term vacation rental permit application may be denied if the applicant has failed to comply with application requirements in this chapter, or has had a prior short-term vacation rental permit for the same unit revoked within the past twelve (12) calendar months. In addition, upon adoption of a resolution pursuant to subsection H, the city may limit the number of short-term vacation rental units in a given geographic area based on a high concentration of short-term vacation rental units. The city shall maintain a waiting list of short-term vacation rental permit applications for such geographic areas where the city determines, based on substantial evidence after a noticed public hearing and public hearing, there is a higher than average concentration of short-term vacation rental units that either affects the public health, safety, and welfare or significantly negatively impacts the character and standard of living in a neighborhood within that geographic area, or both.

E. Short-term vacation rental permit applications may take up to, and the city shall have, thirty (30) calendar days to process. An application for a renewal of a short-term vacation rental permit and business license should be submitted at least thirty (30) calendar days prior to the existing permit's expiration to allow sufficient time for the city to process the renewal application. Nothing in this subsection or chapter shall be construed as requiring the city to issue or deny a short-term vacation rental permit in less than thirty (30) calendar days, as no permit shall be issued until such time as application review is complete. No short-term vacation rental use may occur in the city without a valid short-term vacation rental permit is issued in accordance with this chapter.

F. Upon a change of ownership of a property (or upon a new person and/or new entity owning or controlling a business or organization or other entity of any kind,

such as a limited liability company, which is the owner of a property) licensed to operate as a short-term vacation rental unit, the owner or owner's authorized agent or representative shall notify the city of such change immediately. The existing short-term vacation rental permit shall be terminated and the property must cease operating as a short-term vacation rental immediately. Failure to comply may result in a fine of \$1,000 per day for a continuing violation of this subsection F.

G. Immediately upon a change of an owner's authorized agent or representative, local contact, or any other change pertaining to the information contained in the short-term vacation rental application, the owner or owner's authorized agent or representative shall update the short-term vacation rental unit's online registration profile used by the city for the implementation of the short-term vacation rental regulations. Failure to update immediately this information may result in a violation of this chapter, including but not limited to a suspension or revocation of a short-term vacation rental permit, until all information is updated.

H. The city manager or authorized designee shall prepare, for adoption by resolution by the city council, a review procedure and criteria to evaluate the limitation for issuance of STVR permits and/or STVR applications for geographic areas within the city as set forth in subsection D. (Ord. 572 § 1, 2018; Ord. 563 § 1, 2017; Ord. 501 § 2, 2012)

3.25.065 Short-term vacation rental permit—Grounds for denial.

A. In addition to any other grounds provided in this chapter, an application (including renewal application) for a short-term vacation rental permit may be denied if use of the short-term vacation rental unit has been, will be, or is apt to become any one or more of the following.

1. Prohibited by any local ordinance or by any state or federal law, statute, rule or regulation;
2. A public nuisance;
3. In any way detrimental to the public interest;
4. Prohibited by zoning laws and ordinances.

B. An application (including renewal application) for a short-term vacation rental permit may also be denied on the grounds that the applicant has knowingly made a false statement in a material matter either in his/her/their application or in his/her/their testimony before the city manager or other body hearing such testimony.

C. This section is intended to be, and shall be construed as being, in alignment with the grounds for denial of a business license set forth in Section 3.28.080 (or successor section) of this code.

3.25.070 Operational requirements and standard conditions.

A. The owner and/or owner’s authorized agent or representative shall use reasonably prudent business practices to ensure that the short-term vacation rental unit is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.

1. An estate home may be established for short-term vacation rental use subject to evaluation and inspection of the property pursuant to Section 3.25.060(D)(1).
2. An estate home established for short-term vacation rental use is required to be equipped with a noise monitoring device(s) that is operable at all times.

B. The responsible person(s) shall be an occupant(s) of the short-term vacation rental unit for which he, she or they signed a rental agreement for such rental, use and occupancy, and/or any person(s) occupying the short-term vacation rental unit without a rental agreement, including the owner, owner’s authorized agent or representative, local contact(s) and their guests. No non-permanent improvements to the property, such as tents, trailers, or other mobile units, may be used as short-term vacation rentals. The total number of occupants, including the responsible person(s), allowed to occupy any given short-term vacation rental unit may be within the ranges set forth in the table below. By the issuance of a short-term vacation rental permit, the city or its authorized designees, including police, shall have the right to conduct a count of all persons occupying the short-term vacation rental unit in response to a complaint or any other legal grounds to conduct an inspection resulting from the use of the short-term vacation rental unit, and the failure to allow the city or its authorized designees the ability to conduct such a count may constitute a violation of this chapter. The city council may by resolution further restrict occupancy levels provided those restrictions are within the occupancy ranges set forth below.

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

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7	14	14–20
8	16	16–22
9	18	18–24

* Overnight (10:01 p.m. – 6:59 a.m.)

** Daytime (7:00 a.m. – 10:00 p.m.)

C. The person(s) listed as the local contact person in the short-term vacation rental unit’s online registration profile shall be available twenty-four (24) hours per day, seven (7) days per week, with the ability to respond to the location within thirty (30) minutes to complaints regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit or their guests. The person(s) listed as a local contact person shall be able to respond personally to the location, or to contact the owner or the owner’s authorized agent or representative to respond personally to the location, within thirty (30) minutes of notification or attempted notification by the city or its authorized short-term vacation rental designated hotline service provider. No provision in this section shall obligate the city or its authorized short-term vacation rental designated hotline service provider to attempt to contact any person or entity other than the person(s) listed as the local contact person.

D. The owner, the owner’s authorized agent or representative and/or the owner’s designated local contact person shall use reasonably prudent business practices to ensure that the occupants and/or guests of the short-term vacation rental unit do not create unreasonable or unlawful noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit.

E. Occupants of the short-term vacation rental unit shall comply with the standards and regulations for allowable noise at the property in accordance with Section [9.100.210](#) and 11.08.040 (or successor provision, as may be amended from time to time) of this code. No radio receiver, musical instrument, phonograph, compact disk player, loudspeaker, karaoke machine, sound amplifier, or any machine, device or equipment that produces or reproduces any sound shall be used outside or be audible from the outside of any short-term vacation rental unit between the hours of 10:00 p.m. and 7:00 a.m. Pacific Standard Time. Observations of noise related violations shall be made by the city or its authorized designee from any location at which a city official or authorized designee may lawfully be, including but not limited to any public right-of-way, any city-owned public property, and any private property to which the city or its authorized designee has been granted access.

F. Prior to occupancy of a short-term vacation rental unit, the owner or the owner’s authorized agent or representative shall:

1. Obtain the contact information of the responsible person;

2. Provide copies of all electronically distributed short-term vacation rental information from the city, including any good neighbor brochure to the responsible person and post in a conspicuous location within the short-term vacation rental unit, in a manner that allows for the information to be viewed in its entirety; and require such responsible person to execute a formal acknowledgement that he or she is legally responsible for compliance by all occupants of the short-term vacation rental unit and their guests with all applicable laws, rules and regulations pertaining to the use and occupancy of the short-term vacation rental unit. This information shall be maintained by the owner or the owner's authorized agent or representative for a period of three years and be made readily available upon request of any officer of the city responsible for the enforcement of any provision of this code or any other applicable law, rule or regulation pertaining to the use and occupancy of the short-term vacation rental unit.

G. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall, upon notification or attempted notification that the responsible person and/or any occupant and/or guest of the short-term vacation rental unit has created unreasonable or unlawful noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, promptly respond within thirty (30) minutes to immediately halt and prevent a recurrence of such conduct by the responsible person and/or any occupants and/or guests. Failure of the owner, the owner's authorized agent or representative and/or the owner's designated local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short-term vacation rental unit within thirty (30) minutes, shall be subject to all administrative, legal and equitable remedies available to the city.

H. [reserved]

I. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the city's authorized waste hauler on scheduled trash collection days. The owner, the owner's authorized agent or representative shall use reasonably prudent business practices to ensure compliance with all the provisions of Chapter [6.04](#) (Solid Waste Collection and Disposal) (or successor provision, as may be amended from time to time) of this code.

J. Signs may be posted on the premises to advertise the availability of the short-term vacation rental unit as provided for in Chapter [9.160](#) (Signs) (or successor provision, as may be amended from time to time) of this code.

K. The owner, authorized agent or representative and/or the owner's designated local contact person shall post a copy of the short-term vacation rental permit and a copy of the good neighbor brochure in a conspicuous place within the short-

term vacation rental unit, and a copy of the good neighbor brochure shall be provided to each occupant of the subject short-term vacation rental unit.

L. Unless otherwise provided in this chapter, the owner and/or the owner's authorized agent or representative shall comply with all provisions of Chapter [3.24](#) concerning transient occupancy taxes, including, but not limited to, submission of a monthly return in accordance with Section [3.24.080](#) (or successor provisions, as may be amended from time to time) of this code, which shall be filed monthly even if the short-term vacation rental unit was not rented during each such month.

M. Guesthouses, detached from the primary residential dwelling on the property, or the primary residential dwelling on the property, may be rented pursuant to this chapter as long as the guesthouse and the primary residential dwelling are rented to one party.

N. The owner and/or the owner's authorized agent or representative shall post the number of authorized bedrooms and the current short-term vacation rental permit number at the beginning or top of any advertisement that promotes the availability or existence of a short-term vacation rental unit. In the instance of audio-only advertising of the same, the short-term vacation rental permit number shall be read as part of the advertisement.

O. The owner and/or owner's authorized agent or representative shall operate a short-term vacation rental unit in compliance with any other permits or licenses that apply to the property, including, but not limited to, any permit or license needed to operate a special event pursuant to Section [9.60.170](#) (or successor provision, as may be amended from time to time) of this code. The city may limit the number of special event permits issued per year on residential dwellings pursuant to Section [9.60.170](#) (or successor provision, as may be amended from time to time).

P. The city manager, or designee, shall have the authority to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential secondary effects unique to the subject short-term vacation rental unit are avoided or adequately mitigated, including, but not limited to, a mitigating condition that would require the installation of a noise monitoring device to keep time-stamped noise level data from the property that will be made available to the city upon city's reasonable request.

Q. The standard conditions set forth herein may be modified by the city manager, or designee, upon request of the owner or the owner's authorized agent or representative based on site-specific circumstances for the purpose of allowing reasonable accommodation of a short-term vacation rental. All requests must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to a property such that, if the requirement is not modified, reasonable use of the property for a short-term vacation rental would not be allowed. Any hardships identified must relate to

physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.

R. On-site parking shall be on an approved driveway, garage, and/or carport areas only; this section does not impose restrictions on public street parking regulations. Recreational vehicles may be parked in accordance with the provisions set forth in Section [9.60.130](#) (or successor provision, as may be amended from time to time) of this code. (Ord. 577 § 1, 2019; Ord. 572 § 1, 2018; Ord. 563 § 1, 2017; Ord. 501 § 2, 2012)

3.25.080 Recordkeeping and hosting platform duties.

- A. The owner or the owner's authorized agent or representative shall maintain for a period of three years, records in such form as the tax administrator (as defined in Chapter [3.24](#)) may require to determine the amount of transient occupancy tax owed to the city. The tax administrator shall have the right to inspect such records at all reasonable times, which may be subject to the subpoena by the tax administrator pursuant to Section [3.24.140](#) (Records) (Transient Occupancy Tax) (or successor provisions, as may be amended from time to time) of this code.
- B. Hosting platforms shall not complete any booking transaction for any residential dwelling or other property purporting to be a short-term vacation rental unit in the city unless the dwelling or property has a current and valid short-term vacation rental permit issued pursuant to this chapter, which is not under suspension, for the dates and times proposed as part of the booking transaction.
 - 1. The city shall maintain an online registry of active and suspended short-term vacation rental permits, which hosting platforms may reference and rely upon for purposes of complying with subsection B. If a residential dwelling or other property purporting to be a short-term vacation rental unit matches with an address, permit number, and/or current and valid permit dates (not under suspension) set forth in the city's online registry, the hosting platforms may presume that the dwelling or other property has a current and valid short-term vacation rental permit.
 - 2. The provisions of this subsection B shall be interpreted in accordance with otherwise applicable state and federal law(s) and will not apply if determined by the city to be in violation of, or preempted by, any such law(s). (Ord. 572 § 1, 2018; Ord. 563 § 1, 2017; Ord. 501 § 2, 2012)

3.25.090 Violations.

A. Additional Conditions. A violation of any provision of this chapter or this code by any applicant, occupant, responsible person, local contact person, owner, or owner's authorized agent or representative, shall authorize the city manager, or

designee, to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential additional violations are avoided.

B. Permit Modification, Suspension and Revocation. A violation of any provision of this chapter, this code, California [Vehicle Code](#), or any other applicable federal, state, or local laws or codes, including, but not limited to, applicable fire codes and the building and construction codes as set forth in Title 8 of this code, by any applicant, occupant, responsible person, local contact person, owner, or owner's authorized agent or representative, shall constitute grounds for modification, suspension and/or revocation (which may include permanent revocation) of the short-term vacation rental permit and/or any affiliated licenses or permits pursuant to the provisions set forth in Section [3.25.100](#).

C. Notice of Violation. The city may issue a notice of violation to any applicant, occupant, responsible person, local contact person, owner, owner's authorized agent or representative, or hosting platform, pursuant to Section [1.01.300](#) (or successor provisions, as may be amended from time to time) of this code, if there is any violation of this chapter committed, caused or maintained by any of the above parties.

D. Two (2) Strikes Policy. Subject to a minor violation reprieve request, two (2) violations of any provision of this chapter or this code within one (1) year by any applicant, occupant, responsible person, local contact person, owner, or owner's authorized agent or representative, with respect to any one residential dwelling shall result in an immediate suspension of the short-term vacation rental permit with subsequent ability to have a hearing before the city, pursuant to this chapter, to request a lifting of the suspension. For purposes of this subsection, a "minor violation reprieve request" means a written request submitted to the city's code enforcement officer for relief from counting one (1) or more violations within the one (1) year period as a minor violation, and "minor violation" means a violation of a particular section of this code that resulted in minimal impact on the use and enjoyment of the adjacent and nearby properties caused by any of the following:

1. Minor debris or trash containers left in view as a first offense;
2. A short-term vacation rental permit number or bedroom count not posted on an advertisement as a first offense;
3. A short-term vacation rental permit number or bedroom count posted in the wrong location on an advertisement as a first offense, or;
4. Over occupancy due to a minor child not associated with a disturbance.

A determination of whether a code violation is a minor violation shall be based on substantial evidence presented to the code enforcement officer relating to that violation.

E. Administrative and Misdemeanor Citations. The city may issue an administrative citation to any applicant, occupant, responsible person, local contact person, owner, owner's authorized agent or representative, or hosting

platform, pursuant to Chapter [1.09](#) (Administrative Citations) (or successor provisions, as may be amended from time to time) of this code, if there is any violation of this chapter committed, caused or maintained by any of the above parties. Nothing in this section shall preclude the city from also issuing an infraction citation upon the occurrence of the same offense on a separate day. An administrative citation may impose a fine for one or more violations of this chapter in the maximum amount allowed by state law or this code in which the latter amount shall be as follows:

1. General STVR Violations (Occupancy/Noise/Parking).
 - a. First violation: one thousand dollars;
 - b. Second violation: two thousand dollars;
 - c. Third violation: three thousand dollars.
2. Operating a STVR Without a Valid Short-Term Vacation Rental Permit.
 - a. First violation: three thousand dollars;
 - b. Second or more violations: five thousand dollars;
 - c. In addition to the fine set forth above, the first violation of operating a STVR without a valid short-term vacation rental permit shall be cause for an owner (or person and/or entity that owns or controls a business or organization or other entity of any kind, such as a limited liability company, which is the owner of a property) to be prohibited for all time from being eligible to be issued a short-term vacation rental permit and/or business license for use of a property as a short-term vacation rental unit.
3. Hosting a Special Event at a STVR Without a Special Event Permit as Required by Section [9.60.170](#) (or Successor Provision, as May Be Amended From Time to Time) of This Code.
 - a. First violation: five thousand dollars;
 - b. Second violation: five thousand dollars.

F. Public Nuisance. In addition to any and all rights and remedies available to the city, it shall be a public nuisance for any person or entity to commit, cause or maintain a violation of this chapter, which shall be subject to the provisions of Section [1.01.250](#) (Violations public nuisances) (or successor provisions, as may be amended from time to time) of this code. (Ord. 578 § 1, 2019; Ord. 572 § 1, 2018; Ord. 563 § 1, 2017; Ord. 501 § 2, 2012)

[3.25.100](#) [Appeals.](#)

- A. Any person aggrieved by any decision of a city officer made pursuant to this chapter may request a hearing before the city manager in accordance with Chapter [2.08](#) (or successor provisions, as may be amended from time to time) of this code.

Ordinance No. XXX
Amendments to Chapter 3.25 Short-Term Vacation Rentals
Adopted:
Page 23 of 24

- B. Notwithstanding any provisions in Section 2.08.230 or otherwise in the code, the decision by the city manager of an appeal brought under this chapter shall be the final decision by the city for any violation of a short-term vacation rental permit issued under this order, except for any administrative citation imposing a fine, which shall be processed and subject to an administrative appeal pursuant to Chapter 1.09 of the code. (Ord. 572 § 1, 2018; Ord. 563 § 1, 2017)

Ordinance No. XXX
Amendments to Chapter 3.25 Short-Term Vacation Rentals
Adopted:
Page 24 of 24

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF LA QUINTA)

I, MONIKA RADEVA, City Clerk of the City of La Quinta, California, do hereby certify the foregoing to be a full, true, and correct copy of Ordinance No. 591 which was introduced at a regular meeting on the ____ day of ____, 2021, and was adopted at a regular meeting held on the ____ day of ____, 2021, not being less than 5 days after the date of introduction thereof.

I further certify that the foregoing Ordinance was posted in three places within the City of La Quinta as specified in the Rules of Procedure adopted by City Council Resolution No. 2015-023.

MONIKA RADEVA, City Clerk
City of La Quinta, California

DECLARATION OF POSTING

I, MONIKA RADEVA, City Clerk of the City of La Quinta, California, do hereby certify that the foregoing ordinance was posted on _____, 2021, pursuant to Council Resolution.

MONIKA RADEVA, City Clerk
City of La Quinta, California

City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: DISCUSS FISCAL YEAR 2021/22 PRELIMINARY PROPOSED BUDGET

RECOMMENDATION

Discuss fiscal year 2021/22 preliminary proposed budget.

EXECUTIVE SUMMARY

- The May 4, 2021 City Council budget study session focused on the General Fund and Internal Service Funds. A second budget study session on May 18, 2021 focused on an update of the General Fund and a first review of Special Revenue Funds and Capital Funds.
- This study session provides an update to the General Fund and Special Revenue Funds and a summary for the Enterprise Funds.
- Final budget adoption is scheduled for June 15, 2021.

FISCAL IMPACT

The updated General Fund budget projects a surplus of \$77,840; an \$11,100 increase from the May 18, 2021 study session.

BACKGROUND/ANALYSIS

The goal of the June 2, 2021 study session is to incorporate all final recommendations for funding and discuss additional considerations. Based on this study session, staff will prepare and present a comprehensive budget of all funds on June 15, 2021 for adoption.

Attachment 1 provides a narrative for changes made to the preliminary proposed budget and includes summary charts for all funds. Exhibit A includes line-item details for revenues and expenditures for the Enterprise Funds.

ALTERNATIVES

The City Council may wish to request further information regarding specific items and then provide direction regarding the next steps. Per State law, the City must adopt a budget by June 30.

Prepared by: Claudia Martinez, Interim Finance Director

Approved by: Jon McMillen, City Manager

Attachment: 1. Fiscal Year 2021/22 Proposed Budget Overview



2021/22 BUDGET STUDY SESSION OVERVIEW

A preliminary proposed 2021/22 Budget was presented to the City Council on May 4th and May 18th, 2021. The third budget study session provides an update for the General Fund based on the first two budget study sessions, an update for Special Funds, and a summary for the Enterprise Fund. The budget is scheduled for adoption on June 15, 2021.

A summary of General Fund revenues and expenditures by department/division and a summary all funds are provided in this report for a quick reference of all proposed revenues and expenditures by fund.

GENERAL FUND UPDATE

Since the last budget study session, the following adjustments have been incorporated into the General Fund budget:

- Fire Contract Agreement updated projections included a decrease in Fire Service Costs in the amount of \$350,100 and a decrease in the Fire Service Credit revenue of \$295,000. The original projections were based on a 5% increase from FY 2020/21; however, the fire department removed emergency management services costs from the contract and had reductions to benefits costs for both fiscal years resulting in savings.
- Increase of \$3,000 in the Code Compliance budget for Administrative Citation Services to account for the increased number of appeal hearings being requested.
- Funding for a new internet connection for substation computers for the Police was added in the amount of \$6,000.
- Increase of \$35,000 for the Fritz Burns pool programming contract which includes year-round service for operations, special events, and instruction.

GENERAL FUND FY 2021/22 PROPOSED BUDGET SUMMARY	
Revenues	\$ 59,099,210
Less Operating/CIP Expenses	(54,952,626)
Preliminary Budget Surplus	4,146,584
Less Measure G Reserves	(3,578,644)
BUDGET SURPLUS	\$ 567,940
GENERAL FUND AS OF 5/18/2021	
Pension Obligation	\$ 500,000
Commissions & Boards	1,000
Advertising	200
Total Adjustments	501,200
AMENDED BUDGET SURPLUS	\$ 66,740
GENERAL FUND AS OF 6/1/2021	
Fire Service Costs	\$ (350,100)
Fire Service Credit - Revenue	295,000
Administrative Citation Services	3,000
Cable/Internet - Utilities	6,000
Fritz Burns Pool Programming	35,000
Total Adjustments	(11,100)
AMENDED BUDGET SURPLUS	\$ 77,840

After these adjustments, the amended budget surplus is anticipated to be \$77,840 and is available for considerations.

SPECIAL FUNDS

Gas Tax Fund revenue projections have decreased by \$112,320 from the original projections released in January by the State Department of Finance. This decrease updated the overall Capital Improvement Plan Program Transfers-In amount to \$9,894,806.

Insurance premiums in the **Insurance Fund** have decreased by \$40,800 since the original estimates were provided in March. The update includes retrospective adjustments in the liability and workers compensation amounts along with a property program increase due to a recent appraisal project conducted by California Joint Powers Insurance Authority (CJPIA). In addition, an increase of \$7,500 to the Operating Supplies line item is requested to account for employees returning to the office and conducting ergonomic assessments.

ENTERPRISE FUNDS

SilverRock Golf Resort operates under two funds, an operating fund and a capital replacement reserve fund.

The SilverRock Golf Resort Fund annual management plan is being presented to City Council on the same night as this report. Readers are encouraged to read the full annual plan for details on revenues and expenditures. Highlights include impacts from ongoing construction, a minimum wage increase, and a golf course management fee restoration to the FY 2019/20 rate. It is anticipated that SilverRock operations and the budget will require continuous monitoring and adjustments during the 2021/22 fiscal year as restrictions due to the pandemic are lifted.

The City is committed to adopting a structurally balanced budget. Any changes based on discussions during this meeting will be incorporated in the final proposed budget.

CITY OF LA QUINTA	
GENERAL FUND REVENUES AND EXPENDITURES BY DEPARTMENT/DIVISION	
FISCAL YEAR 2021/22 PROPOSED BUDGET	
ESTIMATED CURRENT RESOURCES:	
REVENUES:	
TAXES	\$ 45,957,000
LICENSES & PERMITS	2,252,000
INTERGOVERNMENTAL	8,251,100
CHARGES FOR SERVICES	876,010
FINES & ASSESSMENTS	294,000
OTHER/MISCELLANEOUS	1,174,100
TOTAL ESTIMATED CURRENT RESOURCES	\$ 58,804,210
ESTIMATED CURRENT REQUIREMENTS:	
EXPENDITURES:	
CITY COUNCIL	\$ 302,200
CITY MANAGER	
CITY MANAGER	1,076,000
MARKETING/COMMUNITY RELATIONS	1,325,900
CITY ATTORNEY	696,000
CITY CLERK	625,200
COMMUNITY RESOURCES (CR)	
HUMAN RESOURCES	376,000
POLICE	18,445,100
FIRE	7,860,800
CR ADMIN	808,500
WELLNESS CENTER	597,900
RECREATION PROGRAMS	858,300
CODE COMPLIANCE	1,476,320
PUBLIC WORKS	
PARKS MAINTENANCE	2,380,900
PUBLIC BUILDINGS	1,321,200
PUBLIC WORKS ADMINISTRATION	739,900
DEVELOPMENT SERVICES	431,200
STREETS	496,600
ENGINEERING SERVICES	761,800
DESIGN & DEVELOPMENT	
D&D ADMIN	656,200
PLANNING	678,600
BUILDING	919,800
THE HUB	986,000
FISCAL SERVICES	
FINANCE	1,444,100
CENTRAL SERVICES (Includes CIP)	\$ 9,883,206
TOTAL ESTIMATED CURRENT REQUIREMENTS	\$ 55,147,726
PRELIMINARY BUDGET SURPLUS	\$ 3,656,484
LESS MEASURE G SALES TAX RESERVES	(3,578,644)
BUDGET SURPLUS/(DEFICIT)	\$ 77,840

SUMMARY OF REVENUES AND EXPENDITURES BY FUND FOR 2021/22				
FUND #	FUND NAME	TOTAL REVENUES	TOTAL EXPENSES	SURPLUS / (DEFICIT)
101	GENERAL FUND	58,804,210	55,147,726	3,656,484
201	GAS TAX FUND	1,865,880	1,907,500	(41,620)
202	LIBRARY & MUSEUM FUND	2,850,700	4,306,510	(1,455,810)
203	PUBLIC SAFETY FUND	5,000	-	5,000
210	FEDERAL ASSISTANCE FUND (CDBG)	151,000	148,350	2,650
212	SLESF (COPS)	101,000	100,000	1,000
215	LIGHTING & LANDSCAPING FUND	2,274,700	2,257,400	17,300
220	QUIMBY FUND	-	-	-
221	AB 939 - CALRECYCLE	70,000	150,000	(80,000)
223	MEASURE A FUND	1,567,000	1,220,500	346,500
225	INFRASTRUCTURE FUND	100	-	100
226	EMERGENCY MANAGEMENT PERFORMANCE FUND	12,000	12,000	-
227	STATE HOMELAND SECURITY PROGRAM	5,000	5,000	-
230	CASp FUND, AB 1379	19,200	5,600	13,600
235	SO COAST AIR QUALITY FUND	52,800	42,500	10,300
241	HOUSING AUTHORITY FUND	871,400	1,542,200	(670,800)
243	RDA LOW-MOD HOUSING FUND	35,000	250,000	(215,000)
247	ECONOMIC DEVELOPMENT FUND	30,000	21,500	8,500
249	SA 2011 LOW/MOD BOND	201,000	20,000	181,000
250	TRANSPORTATION DIF	428,000	604,500	(176,500)
251	PARKS & RECREATION DIF	351,000	-	351,000
252	CIVIC CENTER DIF	152,000	-	152,000
253*	LIBRARY DEVELOPMENT DIF	50,000	30,000	20,000
254	COMMUNITY CENTER DIF	72,000	125,000	(53,000)
255	STREET FACILITY DIF	-	-	-
256	PARK FACILITY DIF	-	-	-
257	FIRE PROTECTION DIF	66,000	-	66,000
259	MAINTENANCE FACILITIES DIF FUND	26,000	-	26,000
270	ART IN PUBLIC PLACES FUND	130,000	127,000	3,000
275	LQ PUBLIC SAFETY OFFICER FUND	2,600	-	2,600
310	LQ FINANCE AUTHORITY FUND	1,100	1,100	-
401	CAPITAL IMPROVEMENT PROGRAMS	9,894,806	9,894,806	-
405	SA PA1 CAPITAL IMPROVEMENT BOND	-	-	-
417	SA PA2 CAPITAL IMPROVEMENT BOND	-	-	-
501	FACILITY & FLEET REPLACEMENT FUND	1,222,750	1,222,750	-
502	INFORMATION TECHNOLOGY FUND	1,786,700	1,786,700	-
503	PARK EQUIP & FACILITY FUND	250,000	105,000	145,000
504	INSURANCE FUND	1,010,800	936,800	74,000
601	SILVERROCK RESORT FUND	4,157,693	4,161,262	(3,569)
602	SILVERROCK GOLF RESERVE FUND	67,000	-	67,000
760	SUPPLEMENTAL PENSION PLAN	6,000	12,850	(6,850)
761	CERBT OPEB TRUST (HEALTH BENEFITS)	80,000	1,500	78,500
762	PARS PENSION TRUST	700,000	52,000	648,000
GRAND TOTAL		89,370,439	86,198,054	3,172,385

* This fund has an outstanding inter-agency loan due to the Successor Agency.

CITY OF LA QUINTA

FY 2021/22 PROPOSED BUDGET

	2019/20 Actuals	2020/21 Original Budget	2020/21 Current Budget	2020/21 YTD Activity*	2021/22 Proposed	21/22 vs. Current 20/21	% Change in Budget
601 - SILVERROCK RESORT							
0000 - Undesignated							
340 - Charges for Services							
601-0000-44000 Green Fees	2,431,496	2,849,900	2,849,900	2,354,658	3,107,870	257,970	9 %
601-0000-44001 Range Fees	69,088	97,000	97,000	63,410	135,780	38,780	40 %
601-0000-44002 Merchandise	140,024	182,900	182,900	128,896	198,743	15,843	9 %
601-0000-44003 Food & Beverage	0	12,000	12,000	0	0	(12,000)	-100 %
601-0000-44004 Resident Card	106,140	165,300	165,300	119,905	165,300	0	0 %
340 - Charges for Services Totals:	2,746,748	3,307,100	3,307,100	2,666,868	3,607,693	300,593	9 %
390 - Other Financing Sources							
601-0000-49500 Transfers In	635,200	575,000	875,000	575,000	550,000	(325,000)	-37 %
390 - Other Financing Sources Totals:	635,200	575,000	875,000	575,000	550,000	(325,000)	-37 %
0000 - Undesignated Totals:	3,381,948	3,882,100	4,182,100	3,241,868	4,157,693	(24,407)	-1 %
601 - SILVERROCK RESORT Totals:	3,381,948	3,882,100	4,182,100	3,241,868	4,157,693	(24,407)	-1 %
602 - SILVERROCK GOLF RESERVE							
0000 - Undesignated							
360 - Use of Money & Property							
602-0000-41900 Allocated Interest	9,309	4,500	4,500	5,644	5,000	500	11 %
602-0000-41910 GASB 31 Interest	46	0	0	0	0	0	0 %
360 - Use of Money & Property Totals:	9,355	4,500	4,500	5,644	5,000	500	11 %
390 - Other Financing Sources							
602-0000-49500 Transfers In	0	0	0	0	62,000	62,000	0 %
390 - Other Financing Sources Totals:	0	0	0	0	62,000	62,000	0 %
0000 - Undesignated Totals:	9,355	4,500	4,500	5,644	67,000	62,500	1,389 %
602 - SILVERROCK GOLF RESERVE Totals:	9,355	4,500	4,500	5,644	67,000	62,500	1,389 %

	2019/20 Actuals	2020/21 Original Budget	2020/21 Current Budget	2020/21 YTD Activity*	2021/22 Proposed	21/22 vs. Current 20/21	% Change in Budget	
601 - SILVERROCK RESORT								
0000 - Undesignated								
50 - Salaries and Benefits								
601-0000-50101	Permanent Full Time	11,010	0	0	0	0	0 %	
601-0000-50200	PERS-City Portion	58	0	0	0	0	0 %	
601-0000-50221	Medical Insurance	109	0	0	0	0	0 %	
601-0000-50223	Dental Insurance	10	0	0	0	0	0 %	
601-0000-50224	Life Insurance	1	0	0	0	0	0 %	
601-0000-50225	Long Term Disability	2	0	0	0	0	0 %	
601-0000-50240	Social Security-Medicare	219	0	0	0	0	0 %	
50 - Salaries and Benefits Totals:		11,409	0	0	0	0	0 %	
60 - Contract Services								
601-0000-60159	Relocation	48,015	0	0	0	0	0 %	
601-0000-60200	Cart Barn/Range	422,254	311,400	311,400	328,109	438,912	127,512	41 %
601-0000-60201	Golf Shop	305,934	198,600	198,600	261,236	326,952	128,352	65 %
601-0000-60203	Maintenance	1,699,091	2,067,000	2,067,000	1,305,482	1,993,733	(73,267)	-4 %
601-0000-60205	General & Administrative	371,206	359,800	359,800	292,664	380,648	20,848	6 %
601-0000-60206	Marketing	187,871	208,000	208,000	112,386	191,765	(16,235)	-8 %
601-0000-60207	Temporary Club House	125,331	127,500	127,500	79,075	127,492	(8)	0 %
601-0000-60208	Management Fee	118,180	112,600	112,600	84,968	118,560	5,960	5 %
601-0000-60209	Insurance	64,401	57,000	57,000	60,742	64,800	7,800	14 %
601-0000-60210	Property Tax	13,189	11,800	11,800	5,407	23,600	11,800	100 %
601-0000-60211	Rental Payment	310,967	347,800	347,800	268,738	347,800	0	0 %
60 - Contract Services Totals:		3,666,439	3,801,500	3,801,500	2,798,806	4,014,262	212,762	6 %
62 - Maintenance & Operations								
601-0000-60214	Equipment Repairs	0	20,000	20,000	0	10,000	(10,000)	-50 %
601-0000-60455	Bank Fees	74,633	50,000	50,000	63,442	50,000	0	0 %
601-0000-60660	Repair & Maintenance	11,954	10,000	10,000	17,487	25,000	15,000	150 %
62 - Maintenance & Operations Totals:		86,587	80,000	80,000	80,929	85,000	5,000	6 %
64 - Other Expenses								
601-0000-60195	Coronavirus Expenses	94	0	0	0	0	0	0 %
64 - Other Expenses Totals:		94	0	0	0	0	0	0 %
68 - Capital Expenses								
601-0000-71122	Depreciation Expense - C	216,789	0	0	0	0	0	0 %
601-0000-72011	Depreciation Expense	166,873	0	0	0	0	0	0 %
68 - Capital Expenses Totals:		383,662	0	0	0	0	0	0 %
99 - Transfers Out								
601-0000-99900	Transfers Out	0	0	0	62,000	62,000	0	0 %
99 - Transfers Out Totals:		0	0	0	62,000	62,000	0	0 %
0000 - Undesignated Totals:		4,148,191	3,881,500	3,881,500	2,879,735	4,161,262	279,762	7 %
601 - SILVERROCK RESORT Totals:		4,148,191	3,881,500	3,881,500	2,879,735	4,161,262	279,762	7 %

Fund: 601 - SILVERROCK RESORT

601-0000-60200	Cart Barn/Range	438,912.00
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Cart Barn/Range expenses include course services expenses.

601-0000-60201	Golf Shop	326,952.00
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Golf Shop expenses include Pro Shop product costs for the purchase of resale merchandise.

601-0000-60203	Maintenance	1,993,733.00
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Expenses includes water and electrical expenses estimated at \$249,219. A minimum wage increase to \$15 per hour effective January 1, 2022 is included in expenditure estimates.

601-0000-60208	Management Fee	118,560.00
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Restoration to the FY 19/20 contracted amount, after a 5% reduction in FY 20/21.

601-0000-99900	Transfers Out	62,000.00
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To SilverRock Capital Replacement Reserve Fund.

[Click Here to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: June 1, 2021

STAFF REPORT

AGENDA TITLE: SILVERROCK RESORT DEVELOPMENT PROJECT UPDATE AND DEVELOPER PROGRESS TO CURE DEFAULT

RECOMMENDATION

Discuss development project update and developer process to cure default.

EXECUTIVE SUMMARY

- In November 2014, Council approved a Purchase, Sale and Development Agreement (Agreement) with SilverRock Development Company (SDC).
- In May 2017, SDC initiated the work to realign golf course holes to accommodate the luxury hotel and improve the golf experience; this work was completed in November 2017.
- Agreement was amended in November 2018 primarily to update schedule and project phasing to enable closing of the \$212 million construction financing with Mosaic Real Estate (Mosaic).
- In April 2019, SDC commenced mass grading of the site in preparation for vertical development; this work was completed in November 2019.
- In March 2020 just after the COVID-19 pandemic started, SDC provided the first of several updates to Council including notification that they would be delaying the start of vertical construction as a result of the pandemic but that both SDC and their financing partner Mosaic are committed to the successful completion of SilverRock Resort.
- On April 15, 2020 SDC provided the City with a Force Majeure notice relating to impacts to the development schedule associated with the Covid-19 pandemic.
- In April 2021, the City issued a notice of default to the SDC, per the terms of the agreement. The agreement identified completion of the two hotels, spa, conference facility, and permanent golf clubhouse by December 31, 2020.

BACKGROUND/ANALYSIS

SilverRock Development Company (SDC) has been accelerating their efforts in recent months to have final maps, precise grading and construction plans ready for permit issuance on the two hotels, spa, shared conference facility, clubhouse and Montage/Pendry branded residential. This effort is considerable and is performed in good faith to diligently move the project forward and into vertical construction. However, cost escalation as a result of material and supply shortages, increased demand, and rising labor costs has created the need for an additional \$80 million of financing in order to capitalize the project.

On April 7, 2021 the City issued a notice of default to SDC outlining that Council would need to approve revised financing, schedule and an amendment to the Purchase, Sale, and Development Agreement as amended (PSDA) in order for the default to be cured. To date, SDC has provided a commitment letter for additional financing along with a letter from Mosaic investors, the projects primary lender expressing their commitment to the project and ongoing coordination with SDC to support revisions to the capital structure of the project. Additionally, SDC has proposed schedule revisions that include project milestones and updated start and completion dates of project components as well as new and revised terms and conditions for consideration in an amended PSDA. Staff continues to negotiate with SDC on all of the aforementioned items as the proposed amendment is being drafted.

SDC will continue to provide project updates at council meetings that will include recent milestones achieved and progress on the project as well as items required to cure default. These updates will occur at every meeting until the default is cured.

Prepared by: Jon McMillen, City Manager

City of La Quinta

CITY COUNCIL MEETING

DEPARTMENT REPORT

TO: Madam Mayor and Members of the City Council

FROM: Chris Escobedo, Director of Community Resources

DATE: June 1, 2021

SUBJECT: SHORT-TERM VACATION RENTAL FALSE COMPLAINTS

At the May 18, 2021 meeting, Council asked staff to look at an ordinance amendment that would provide the City with the ability to address Short Term Vacation Rental (STVR) false complaints reported to the City's STVR hotline and/or Code, and related cost recovery of false complaints, similar to the City's existing ordinance on the regulation of false activation of fire and burglar alarms.

Staff met with the City Attorney to examine the City's ordinances and identified that there are existing provisions in the La Quinta Municipal Code (Code), Section 11.84.020 – False reports of public nuisances prohibited, that provide the means for the City to address such false complaints, thus a Code amendment is not necessary.

The Code Section 11.84.020 includes the following key components:

- The filing of a false complaint or report of a public nuisance is prohibited, and repeated violators will be liable for the City's response cost.
- A false complaint or report will be determined based on the false reporter's intent to annoy or harass and/or the reporter's repeated verifiable false reports.
- An intent to annoy or harass is established by proof of repeated calls over a period of time, however short, that are unreasonable under the circumstances.
- A false reporter is given one warning; the cost of subsequent responses shall be assessed against the false reporter thereafter within a sixty-day period.

At present in the STVR program, the number of verified false complaints is minimal. However, this ordinance serves as a helpful tool to address this issue.

Staff will initiate a 90-day outreach/education effort to residents and STVR operators and incorporate this ordinance into STVR program materials.



**AIRPORT COMMISSION MEETING
AGENDA**

Wednesday, May 19, 2021 - 5:30 P.M.

Pursuant to Executive Order N-29-20, this meeting will be conducted by teleconference and there will be no in-person public access to the meeting location.

To view/listen/participate in the meeting live, please use the following link:
<https://us02web.zoom.us/j/86577500740?pwd=R2laNnlwRGZJbk9qZXBtdlYvKzFkUT09>
 Meeting ID: 865 7750 0740 - Passcode: 149515
 or call (669) 900 6833 and enter meeting ID: 865 7750 0740

- Those who wish to provide public comment during the meeting may submit their comments and contact information to nadia.seery@palmspringsca.gov. Transmittal before 4:00 P.M. on the day of the meeting is required to be added to the public comment queue. At the appropriate time, a staff member will invite you to provide your public testimony to the Commission.
- Written public comment may also be submitted to cityclerk@palmspringsca.gov. Transmittal prior to the meeting is required. Any correspondence received during or after the meeting will be distributed to the Board/Commission as soon as practicable and retained for the official record.

Pursuant to G. C. Section 54957.5 the designated office for inspection of public records in connection with the public meeting of the Airport Commission is the Office of the City Clerk, City Hall, located at 3200 E. Tahquitz Canyon Way, Palm Springs, California 92262. It is the intention of the City of Palm Springs to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Department of Aviation will attempt to accommodate you in every reasonable manner. Please contact (760) 318-3800 forty-eight hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

City of Palm Springs:		Riverside County:	City of Cathedral City:	City of Palm Desert:
Gerald Adams	Aftab Dada	Peter Freymuth	Jill Philbrook	Rolf Hoehn - Vice Chair
Patricia Breslin	David Feltman	City of Indian Wells:	City of Coachella:	City of Rancho Mirage:
Todd Burke	Ken Hedrick	Paul Budilo	Gabriel Martin	William R. Riesen
Jeffrey Clarkson	Al G. Jones - Chair	City of La Quinta:	City of Desert Hot Springs:	City of Indio:
Kevin J. Corcoran	M. Guillermo Suero	Kathleen Hughes	Jan Pye	Jhan Schmitz
Palm Springs City Staff				
Justin Clifton			Ulises Aguirre, C.M.	
City Manager			Airport Executive Director	

AFFIDAVIT OF POSTING

I, Ulises Aguirre, Airport Executive Director, City of Palm Springs, California, hereby certify this agenda was posted on May 13, 2021, in accordance with established policies and procedures.

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

2. POSTING OF AGENDA

3. ROLL CALL

4. ACCEPTANCE OF AGENDA

5. PUBLIC COMMENTS: Limited to three minutes on any subject within the purview of the Commission.

6. APPROVAL OF MINUTES: Airport Commission Meeting of 04-21-21

7. CHAIRMAN REPORT

8. INTRODUCTIONS AND PRESENTATIONS:

9. CITY MANAGER REPORT

10. EXECUTIVE DIRECTOR REPORT:

10.A Budget and Finance

10.B Marketing

11. DISCUSSION AND ACTION ITEMS:

11.A Amendment No. 4 to Airport Car Rental Concessionaires Agreement

12. COMMISSIONER REQUESTS AND REPORTS

13. REPORT OF COUNCIL ACTIONS

13.A Past City Council Actions

13.B Future City Council Actions

14. CORRESPONDENCE: None

15. RECEIVE AND FILE:

15.A Airline Activity Report April 2021

15.B Airlines Schedules June 2021

ADJOURNMENT:

The Airport Commission will adjourn to a Regular Meeting on Wednesday, June 16, 2021, at 5:30 P.M., via teleconference.

Palm Springs Airport Commission Report – May 19,2021 Teleconference Meeting

Budget and Finance Report –

Airport traffic continues to grow stronger with our increased lift out of Palm Springs. April was 70% and May (as of the 19th) was 88% compared to that of the banner year of 2019. This increased travel is higher than other airports as PSP is leisure market driven and not dependent on business travel. Both Alaska and Southwest with their new routes and/or increased service to popular destinations certainly came at a perfect time as consumers are anxious to take vacations and get out of their homes where they have felt quarantined for a year. Currently PSP has the best availability of frequency of flights since 2007. Originally the airport projected it would take 2-3 years to return to 2019 levels.

The consumer still hesitant to take a cruise and a bit fearful of taking an extended driving vacation due to having to use unknown gas station restrooms and fast- food restaurants that are not properly sanitized. Thus, flying becomes the easiest option. I flew twice this past month on business to Oakland utilizing the new Southwest service and it could not have been easier. Both airports were clean, passengers maintained social distancing and all wore masks. I would score both airports high marks.

When comparing the financial summaries, the commissioners have requested that a column for 2019 is added as that would provide a more accurate benchmark of where the airport is than that of 2020. Overall PSP is doing well. The CARES Act provided by the federal government to all airports is 11 million of which 31.8% or \$3,451,322 has been used to date. The airport has 4 years to utilize the balance of this grant.

Discussion and Action Report:

- **Committee Chairman Report** – Chairman Alison Jones spoke briefly of his international flight experience of flying to Puerto Vallarta from PSP utilizing United Airlines via Denver. There were no issues and the hotel in Mexico organized his COVID test 24 hours before his return.
- **City Manager Report** – Justin Clifton announced the potential of relocation of the homeless from the Desert Well to the Boxing Club which is adjacent to the airport with a target date of August 2021. The Boxing Club is larger and could accommodate more homeless people. It is a “drop-in day care facility” with approximate hours of 10 am to 6 pm and serves 3 meals a day. The Palm Springs City Council is in discussion of building permanent homes for homeless but this could easily take 3 years to come to fruition.

The airport commission was adamantly against using the Boxing Club as a “temporary fix”. The concerns were many: loitering on airport property after hours, petty theft, car-break-ins, direct contact with airport passengers, some of the homeless not being mentally stable and negative first and last impressions of PSP. The City Manager became flustered at the negative and strong reactions from the commission and reminded us that the City Council is the ultimate decision makers. Justin believes that the police station is close by and would patrol the area and that the homeless has the legal right to utilize public property. The Commission was adamant that “conditions of tenancy with The Well be build into the contract and that The Well be held accountable”. Unfortunately, it appears that The Well was not able to handle the homeless at their past location according to the commissioners that live in Palm Springs.

- **Executive Director Report** – Ulises Aguirre reminded the commission that although there was a noticeable increase in airport travel that we still must anticipate a drop to our historic summer profile. Baggage Claim project is right on schedule. The airport website has been updated to include links where consumers can make their complaints about noise levels and will receive responses from the Airport Noise sub-commission which meets quarterly. Consumers may attend those meetings.

Ulises stated his concern that both taxis and Uber/Lyft now have long wait times up to 45 minutes to an hour due to the fact that drivers have not returned to their jobs due financial assistance hindering their need to work and also the higher cost of gasoline. As our weather heats up during the summer months, we need to make passengers aware of these excessive wait times. Once again, a negative impression to landing in PSP.

- **PSP Marketing Plan to Engage Enplanement** - PSP Marketing Director Daniel Meier announced Aviatrix Communications was awarded the airport marketing contract. They are based in San Diego and also handle the airports of Oakland, Orange County, San Diego, New Orleans and San Luis Obispo. They start on June 1, 2021 with a contract amount of \$39,000. Already meeting in June are planned with American Airlines and Southwest for future plans.

Next Airport Commission meeting is scheduled for June 16 at 5:30 pm by Teleconference.

Sincerely,
Kathleen Hughes