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CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, JULY 19, 2022
3:00 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION

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

CALL TO ORDER

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

PUBLIC COMMENTS – INSTRUCTIONS

Members of the public may address the City Council on any matter listed or not listed on the agenda as follows:

VERBAL PUBLIC COMMENTS can be provided in-person during the meeting upon being recognized by the Mayor. Members of the public must complete a "Request to Speak" form and submit it to the City Clerk; it is requested that this takes place prior to the beginning of the meeting. Please limit your comments to three (3) minutes (or approximately 350 words).

WRITTEN PUBLIC COMMENTS can be provided either in-person during the meeting by submitting 15 copies to the City Clerk, it is requested that this takes place prior to the beginning of the meeting; or can be emailed in advance to CityClerkMail@LaQuintaCA.gov, no later than 12:00 p.m., on the day of the meeting. Written public comments will be distributed to Council, made publicly available, and will be incorporated into the agenda packet and public record of the meeting, but will not be read during the meeting unless, upon the request of the Mayor, a brief summary of public comment is asked to be reported.

If written public comments are emailed, the email subject line must clearly state "Written Comments" and should include: 1) full name, 2) city of residence, and 3) subject matter.

All writings or documents, including but not limited to emails and attachments to emails, submitted to the City regarding any item(s) listed or not listed on this agenda are public records. All information in such writings and documents is subject to disclosure as being in the public domain and subject to search and review by electronic means, including but not limited to the City's Internet Web site and any other Internet Web-based platform or other Web-based form of communication. All information in such writings and documents similarly is subject to disclosure pursuant to the California Public Records Act [Government Code § 6250 *et seq.*].

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 pursuant to the "Public Comments – Instructions" listed above. 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 the Brown Act [Government Code § 54954.2(b)].

CONFIRMATION OF AGENDA

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6; CITY DESIGNATED REPRESENTATIVE: CHRIS ESCOBEDO, COMMUNITY RESOURCES DIRECTOR; AND EMPLOYEE ORGANIZATION: LA QUINTA CITY EMPLOYEES' ASSOCIATION
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. ANNUAL PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY ATTORNEY

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 pursuant to the “Public Comments – Instructions” listed above. 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 the Brown Act [Government Code § 54954.2(b)].

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

- 1. TALUS – PROJECT STATUS UPDATE

CONSENT CALENDAR

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

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PUBLIC HEARINGS – 5:00 p.m. or shortly thereafter

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

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

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1. INTRODUCE FOR FIRST READING ORDINANCES APPROVING ZONE CHANGE 2022-0001, ADDING THE AFFORDABLE HOUSING OVERLAY (AHO) TO SPECIFIC PARCELS IDENTIFIED IN THE HOUSING ELEMENT; AND ZONING ORDINANCE AMENDMENT 2022-0001, MAKING TEXT AMENDMENTS NECESSARY FOR CONSISTENCY WITH THE HOUSING ELEMENT. CEQA: REQUEST HAS BEEN PREVIOUSLY ANALYZED AS PART OF ENVIRONMENTAL ASSESSMENT 2021-0010. LOCATION: CITY-WIDE [ORDINANCE NOS. 601 AND 602]	515

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DEPARTMENTAL REPORTS

1. CITY MANAGER
2. CITY ATTORNEY
3. CITY CLERK
4. COMMUNITY RESOURCES
5. DESIGN AND DEVELOPMENT
6. FINANCE
7. PUBLIC WORKS – QUARTERLY REPORT APRIL – JUNE 2022

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MAYOR’S AND COUNCIL MEMBERS’ ITEMS

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

- 21. COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT (Peña)
- 22. COVID-19 SMALL BUSINESS EMERGENCY ECONOMIC RELIEF PROGRAM AD HOC COMMITTEE (Peña and Radi)
- 23. CVAG TRANSPORTATION COMMITTEE (Radi)
- 24. SUNLINE TRANSIT AGENCY (Radi)
- 25. CITYWIDE SECURITY CAMERAS AD HOC COMMITTEE (Radi)
- 26. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Radi & Sanchez)
- 27. ANIMAL CAMPUS COMMISSION (Sanchez)
- 28. LEAGUE OF CALIFORNIA CITIES – TRANSPORTATION, COMMUNICATION AND PUBLIC WORKS POLICY COMMITTEE (Sanchez)
- 29. RIVERSIDE LOCAL AGENCY FORMATION COMMISSION (Sanchez)
- 30. FINANCING AUTHORITY SPECIAL MEETING MINUTES OF JUNE 21, 2022 713
- 31. PLANNING COMMISSION MEETING MINUTES DATED OCTOBER 26, 2021 715
- 32. PLANNING COMMISSION MEETING MINUTES DATED JANUARY 11, 2022 721
- 33. PLANNING COMMISSION MEETING MINUTES DATED JANUARY 25, 2022 729

REPORTS AND INFORMATIONAL ITEMS

ADJOURNMENT

The next regular meeting of the City Council will be held on August 2, 2022 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 July 15, 2022.

DATED: July 15, 2022

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) 777-7123, twenty-four (24) hours in advance of the meeting and accommodations will be made.
- If background material is to be presented to the City Council during a City Council meeting, please be advised that 15 copies of all documents, exhibits, etc., must be supplied to the City Clerk for distribution. It is requested that this takes place prior to the beginning of the meeting.
- Any writings or documents provided to the City Council regarding any item(s) on this agenda will be made available for public inspection at the City Clerk's counter at City Hall located at 78495 Calle Tampico, La Quinta, California, 92253, during normal business hours.



**CITY COUNCIL AND
HOUSING AUTHORITY
MINUTES
TUESDAY, JUNE 21, 2022**

CALL TO ORDER

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

This meeting provided teleconferencing accessibility pursuant to Executive Orders N-60-20 and N-08-21 executed by the Governor of California, and subsequently Assembly Bill 361 (AB 361, 2021), enacted 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.*).

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

STAFF PRESENT: City Manager/Executive Director McMillen, City Attorney/Authority Counsel Ihrke, City Clerk/Authority Secretary Radeva, Acting Deputy City Clerk McGinley, Director of Business Unit and Housing Development Villalpando, Marketing Manager Graham, Community Resources Director Escobedo, Community Resource Manager Calderon, Management Analyst Calderon, Human Resources Analyst Triplett, Public Works Director/City Engineer McKinney, Management Analyst Mignogna, Management Analyst Hansen, Finance Director Martinez, Financial Services Analyst Hallick, Management Analyst Kinley, Design and Development Director Castro, Planning Manager Flores, Senior Planner Flores, Code Compliance Supervisor Meredith.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None.

CONFIRMATION OF AGENDA

City Clerk Radeva said City Attorney Ihrke will provide a verbal announcement on Consent Calendar Item No. 12 regarding the salaries and fringe benefits of the City’s executive employees pursuant to Government Code § 54953(c)(3) [Brown Act]. Council concurred.

CALL TO ORDER – HOUSING AUTHORITY SPECIAL MEETING

A special meeting of the La Quinta Housing Authority was called to order at 3:01 p.m. by Chairperson Sanchez.

ROLL CALL:

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

VERBAL ANNOUNCEMENT – AB 23 [AUTHORITY SECRETARY]

CONFIRMATION OF AGENDA – HOUSING AUTHORITY – Confirmed

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – HOUSING AUTHORITY – None

CHAIRPERSON SANCHEZ ASKED MAYOR EVANS TO ACT AS PRESIDING OFFICER FOR THE HOUSING AUTHORITY FOR THE REMAINDER OF THE SPECIAL MEETING; MAYOR EVANS CONCURRED AND ASSUMED PRESIDING OFFICER RESPONSIBILITIES

CLOSED SESSION – CITY COUNCIL AND HOUSING AUTHORITY

- 1. *City Council:* CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – PURSUANT TO PARAGRAPH (1) OF SUBDIVISION (D) OF SECTION 54956.9 OF THE GOVERNMENT CODE.
NAME OF CASE: CITY OF LA QUINTA, PETITIONER, V. LA QUINTA ARTS FOUNDATION, RESPONDENT, USPTO TRADEMARK TRIAL AND APPEAL BD., CANCELLATION CASE NO.: 92076446.
NAME OF CASE: LA QUINTA ARTS FOUNDATION, PLAINTIFF, V. CITY OF LA QUINTA, DEFENDANT, US DIST. COURT, CENTRAL DISTRICT OF CAL., CASE NO. 5:21-CV-515
CITY NEGOTIATOR: JON MCMILLEN, CITY MANAGER
PROPERTY OWNER: CITY OF LA QUINTA
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT AND/OR DISPOSITION OF THE PROPERTY IDENTIFIED**
- 2. *City Council:* CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6; CITY REPRESENTATIVE: CHRIS ESCOBEDO, COMMUNITY RESOURCES DIRECTOR; AND EMPLOYEE ORGANIZATION: LA QUINTA CITY EMPLOYEES' ASSOCIATION**

- 3. *Housing Authority:* CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR VACANT PROPERTY LOCATED AT THE SOUTHEAST SECTION OF AVENIDA VILLA AND CALLE SONORA (APN: 773-233-019)
NEGOTIATOR: JON MCMILLEN, EXECUTIVE DIRECTOR
NEGOTIATING PARTY: LUCAS CORONEL
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT**

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETINGS AND MOVED INTO CLOSED SESSION AT 3:03 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL REGULAR MEETING HELD JOINTLY WITH THE HOUSING AUTHORITY SPECIAL MEETING AT 4:00 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION – CITY COUNCIL AND HOUSING AUTHORITY:

City Attorney/Authority Counsel Ihrke reported no actions were taken on Closed Session Items that require reporting pursuant to Government Code section 54957.1 (Brown Act).

PLEDGE OF ALLEGIANCE

Councilmember Peña led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER IN-PERSON: Kevin White, La Quinta – spoke in opposition to the proposed housing developments at Washington Street and Avenue 50 and the proposed zone change.

PUBLIC SPEAKER VIA TELECONFERENCE ACCESSIBILITY: Alena Callimanis, La Quinta – provided a hand-out and spoke about the current drought; the Colorado River mega-drought; the Coachella Valley Water District water allocations; and in opposition to the Coral Mountain Resort project. Ms. Callimanis' hand-out was distributed to Council, made publicly available, and included in the public record for this meeting.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

1. LIFESTREAM BLOOD BANK PRESENTATION BY DIRECTOR OF DONOR RECRUITMENT MICHAEL McDANIEL – 10TH ANNUAL NINE-CITIES BLOOD DRIVE CHALLENGE 2022

Michael McDaniel, Director of Donor Recruitment with LifeStream Blood Bank, spoke of the importance of the nine-cities challenge blood drive slated for July 16, 2022, from 8:30 a.m. to 2:30 p.m., at the La Quinta Wellness Center; the current blood supply deficit; requested that City Officials lend their voices to encourage donations; and provided information on how the public can donate.

Martin Arredondo, Regional Account Manager with LifeStream Blood Bank, said the City of La Quinta has the most people signed up to donate blood during the blood drive, including 29 students from the La Quinta High School.

2. TALUS PROJECT STATUS UPDATE

Robert Green, President of the Robert Green Co. provided a detailed presentation on the project's overall progress and sequence of activities onsite for 1) Montage Hotel and Spa, 2) Montage Guestrooms, 3) Montage Residences, 4) Conference and Shared Services Building, 5) Golf Clubhouse, 6) Pendry Residences, and 7) Pendry Hotel.

Council discussed timing for starting to market and book the site for conferences; and Talus marketing staff to work with City marketing staff.

3. INTRODUCE NEW AND PROMOTED CITY STAFF MEMBERS

City Manager McMillen introduced the following new and promoted City employees:

New Hires:

- Florangelica Coyote, Recreation Leader
- Joseph Tucker, Recreation Leader
- Luis Regalado, Parks Maintenance Worker I
- Jose Delgado, Administrative Assistant
- Bob Bland, Building Inspector I
- Virginia Ortega, Accounting Manager
- Dana Lagunas, Senior Emergency Management Coordinator
- Johnny Aguirre, Parks Maintenance Worker I

Promotion:

- Jake Fuson, Senior Building Inspector/Plans Examiner

Council welcomed all employees into the La Quinta family and expressed their gratitude for their service.

4. PROCLAMATION RECOGNIZING RIVERSIDE COUNTY FIRE DEPARTMENT BATTALION CHIEF BONIFACIO DE LA CRUZ FOR HIS PUBLIC SERVICE

Fire Chief White spoke of Battalion Chief De La Cruz' years of service; Chief De La Cruz spoke of his work history with the Department and his plans for the future. Mayor Evans and the City Council congratulated Mr. De La Cruz on his retirement; and said he will be presented with a revised proclamation in recognition of his public service.

CONSENT CALENDAR – CITY COUNCIL AND HOUSING AUTHORITY

1. APPROVE MEETING MINUTES OF CITY COUNCIL REGULAR MEETING HELD JOINTLY WITH HOUSING AUTHORITY SPECIAL MEETING DATED JUNE 7, 2022

MOTION – A motion was made and seconded by Councilmembers/Authority Members Peña/Radi to approve Consent Calendar Item No. 1 as submitted. Motion passed unanimously.

CONSENT CALENDAR – CITY COUNCIL

2. AUTHORIZE OVERNIGHT TRAVEL FOR FOUR COUNCILMEMBERS, CITY MANAGER, CITY CLERK, AND TWO DIRECTORS TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN LONG BEACH, CALIFORNIA, SEPTEMBER 7 – 9, 2022

3. APPROVE AGREEMENTS FOR CONTRACT SERVICES WITH TKE ENGINEERING, INC AND ERIC NELSON DBA RASA TO PROVIDE ON-CALL MAP CHECKING SERVICES

4. APPROVE MEMORANDUM OF UNDERSTANDING WITH DESERT SANDS UNIFIED SCHOOL DISTRICT FOR PARTIAL FUNDING OF TWO SCHOOL RESOURCE OFFICERS

5. APPROVE JOINT USE OF FACILITY AND SERVICES AGREEMENT WITH THE BOYS AND GIRLS CLUB OF COACHELLA VALLEY

6. APPROVE AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF LA QUINTA, INDIO, AND COACHELLA, EXTENDING THE TERM FOR ONE ADDITIONAL

YEAR THROUGH 2022/23 AND APPROPRIATED BUDGET, TO SHARE THE ACQUISITION COST OF A LADDER TRUCK

- 7. APPROVE AMENDMENT NO. 5 TO GOLF COURSE MANAGEMENT AGREEMENT WITH LANDMARK GOLF MANAGEMENT, LLC FOR SILVERROCK GOLF COURSE MANAGEMENT SERVICES**
- 8. ADOPT RESOLUTION TO APPROVE AMENDMENT NO. 2 EXTENDING THE TERMS AND CONDITIONS OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA QUINTA AND THE LA QUINTA CITY EMPLOYEES' ASSOCIATION [RESOLUTION NO. 2022-021]**
- 9. ADOPT RESOLUTION TO APPROVE FISCAL YEAR 2022/23 INVESTMENT POLICY [RESOLUTION NO. 2022-022]**
- 10. APPROVE DEMAND REGISTERS DATED JUNE 3 AND 10, 2022**
- 11. AUTHORIZE CITY PAYMENT OF OUTSTANDING BALANCE TO COACHELLA VALLEY WATER DISTRICT FOR SILVERROCK WAY STREET IMPROVEMENTS PROJECT NO. 2014-13**
- 12. APPROVE CITY MANAGER EMPLOYMENT AGREEMENT**

CONSENT CALENDAR ITEM NO. 12 – Verbal Announcement by City Attorney Ihrke regarding City Manager/Executive Employee Compensation:

Prior to the consideration or action on Consent Calendar Item No. 12 regarding the City Manager's Employment Agreement, City Attorney Ihrke made this verbal announcement in accordance with Government Code Section 54953, subdivision (c)(3) [Brown Act)], which provides that, prior to taking final action, the legislative body shall have a verbal report of a summary of a recommendation for a final action on the salary, salary schedule, or compensation paid in the form of fringe benefits of any local agency executive, as defined by Government Code Section 3511.1, subdivision (d), during the open meeting in which the final action is to be taken.

The City Manager is such an executive employee, and as noted in the Staff Report, there is no change in the City Manager's salary or benefits from the Council's prior action in 2021 setting the current terms and conditions for compensation of the City Manager. Mr. McMillen's current contract will expire effective June 30, 2022, and per the Council's direction, the proposed agreement will extend his employment term for 3 years.

With that background, the following information is provided to satisfy the verbal reporting requirement in Government Code Section 54953(c)(3):

- 1) The City Manager's annual salary is \$219,730, with possibility for a merit-based bonus, based on identified metrics, not to exceed \$10,000 annually,
- 2) The City Manager, like other City employees, is eligible for the citywide health benefit cap of \$ 1,832.01 per month-per employee, and
- 3) A \$200 Annual Wellness Dollar benefit per fiscal year.

COUNCIL COMMENTS ON CONSENT CALENDAR ITEMS:

Item No. 4

Councilmember Sanchez and Mayor Evans commented on the importance of the City's partnership with Desert Sands Unified School District, and the value and safety provided by the School Resources Officer positions.

Item No. 7

Mayor Evans commended Landmark Golf Management, LLC. for their great service in managing the SilverRock Resort and their dedication to the community.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Sanchez to approve the Consent Calendar as recommended, with Item Nos. 8 and 9 adopting Resolutions No. 2022-021 and 2022-022, respectively. Motion passed unanimously.

BUSINESS SESSION – CITY COUNCIL AND HOUSING AUTHORITY

1. *City Council and Housing Authority:* INTERVIEW AND APPOINT RESIDENTS TO SERVE ON THE CITY'S FINANCIAL ADVISORY AND HOUSING COMMISSIONS

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

Mayor Evans thanked all applicants for their willingness to serve the City and explained the process the Council follows in conducting interviews and appointing members.

1) FINANCIAL ADVISORY COMMISSION (OPEN: 2 VACANCIES)

The following applicants gave a brief presentation of their experience and qualifications:

- George Batavick

- Lynne Langdon
- Justin Luettjohann
- Louise Oppenheim

Results of the ballot vote:

Councilmember Fitzpatrick: George Batavick for a full term and Justin Luettjohann for the unexpired term

Councilmember Peña: George Batavick for a full term and Justin Luettjohann for the unexpired term

Councilmember Radi: George Batavick for a full term and Justin Luettjohann for the unexpired term

Councilmember Sanchez: George Batavick for a full term and Justin Luettjohann for the unexpired term

Mayor Evans: George Batavick for a full term and Justin Luettjohann for the unexpired term

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Sanchez to appoint George Batavick to serve on the Financial Advisory Commission for a full three-year term from July 1, 2022 to June 30, 2025; and Justin Luettjohann to serve on the Financial Advisory Commission for an unexpired term ending June 30, 2024. Motion passed unanimously.

2) [HOUSING COMMISSION \(OPEN: 1 VACANCY\)](#)

The following applicants gave a brief presentation of their experience and qualifications:

- Capri Chapman
- Patti Hawker

Applicant Michael Romersa was not present at the meeting to interview; thus, his application was withdrawn from consideration.

Results of the ballot vote:

Authority Member Fitzpatrick: Capri Chapman

Authority Member Peña: Capri Chapman

Authority Member Radi: Capri Chapman

Authority Member Evans: Capri Chapman

Chairperson Sanchez: Capri Chapman

MOTION – A motion was made and seconded by Authority Members Fitzpatrick/Sanchez to appoint Capri Chapman to serve on the Housing Commission for a non-tenant, unexpired term ending June 30, 2024. Motion passed unanimously.

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 5:59 P.M.

MAYOR EVANS RECONVENED THE CITY COUNCIL REGULAR MEETING HELD JOINTLY WITH THE HOUSING AUTHORITY SPECIAL MEETING AT 6:05 P.M. WITH ALL MEMBERS PRESENT

2. City Council: APPROVE THIRD ROUND COMMUNITY SERVICES GRANTS FOR FISCAL YEAR 2021/22

Community Resource Manager Calderon presented the staff report, which is on file in the Clerk’s Office.

The following IN-PERSON PUBLIC SPEAKERS spoke about the services their respective organizations offer:

- Pamela Bieri, Grant Writer with First Tree Coachella Valley
- Lupita Garza, Program Coordinator for Variety – The Children’s Charity of the Desert
- Tammy Martin, Executive Director of Friends of the Desert Mountains

Council discussed the “Caring Connections” free screening from birth to age five program offered by The Children’s Charity of the Desert; the goal of the program is to help parents in the Coachella Valley identify and recognize early childhood development concerns and provide them with the appropriate resources that can help overcome challenges and set their children on a path to success; and the ability for the Friends of the Desert Mountains to reapply for the City’s community services grant in the next round and other available grant opportunities.

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to approve the third round Community Services Grants for a total of \$11,000 for fiscal year 2021/22 as follows:

- Angel View, Inc. \$ 500
- Desert Recreation Foundation \$ 500
- First Tee – Coachella Valley \$5,000
- Variety – The Children’s Charity of the Desert \$5,000

Motion passed unanimously.

PUBLIC HEARINGS – 5:00 p.m. or shortly thereafter

1. ADOPT RESOLUTION TO CONFIRM THE ASSESSMENT AND DISTRICT DIAGRAM FOR THE 2022/23 LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 89-1 (L&L AD 89-1)
[RESOLUTION NO. 2022-023]

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

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 6:26 P.M.

PUBLIC SPEAKER: None

Council discussed the City subsidies to maintain the L&L AD 89-1 because the \$35.60 collected since 1997 does not generate sufficient funds to cover the maintenance costs; the \$35.60 assessment stays the same year after year and does not adjust for inflation or rising costs; and raising the fees would require approval by two-thirds of La Quinta voters, and if it failed on the ballot, the assessment would be reduced to zero with 100% of the cost then drawn from the City's budget.

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 6:27 P.M.

MOTION – A motion was made and seconded by Councilmembers Radi/Sanchez to adopt Resolution No. 2022-023 confirming the assessment and district diagram for the Landscape and Lighting Assessment District 89-1 for fiscal year 2021/22, pursuant to the Engineer's report:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR FISCAL YEAR 2022/2023 LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT 89-1 (PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972)

Motion passed unanimously.

2. ADOPT RESOLUTION TO APPROVE FISCAL YEAR 2022/23 THROUGH 2026/27 CAPITAL IMPROVEMENT PROGRAM
[RESOLUTION NO. 2022-024]

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

Council discussed the replacement of two damaged (leaning) La Quinta Park field lights with more efficient fixtures measuring 70-80 feet high; Jefferson Street and Highway 111 street improvements timing; Highway 111 Corridor

Plan updated schedule; geotechnical bores planned along Highway 111; and the amount of funds from Measure A and SB1 used for City projects, and those funds being under threat of diversion by State lawmakers.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 6:42 P.M.

PUBLIC SPEAKER: None

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 6:42 P.M.

MOTION – A motion was made and seconded by Councilmembers Radi/ Sanchez to adopt Resolution No. 2022-024 approving the 2022/23 through 2026/27 Capital Improvement Program as recommended:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE FISCAL YEAR 2022/2023 THROUGH 2026/2027 CAPITAL IMPROVEMENT PROGRAM

Motion passed unanimously.

3. ADOPT RESOLUTION TO APPROVE STREET NAME CHANGES OF (1) SILVERROCK WAY TO TALUS WAY AND (2) AHMANSON LANE TO PAINTED PEAK LANE; CEQA: DESIGN AND DEVELOPMENT DEPARTMENT HAS DETERMINED THE PROJECT IS EXEMPT FROM CEQA UNDER THE PROVISIONS OF SECTION 15061(b)(3) COMMON SENSE RULE; LOCATION: SILVERROCK WAY (PROJECT: SNC 2022-0002)

Senior Planner Flores presented the staff report, which is on file in the Clerk's Office.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 6:44 P.M.

PUBLIC SPEAKER: None

Mayor Evans said WRITTEN PUBLIC COMMENTS were received from Kay Wolff, La Quinta, opposing the proposed street name change for Ahmanson Lane. Ms. Wolff's written comments were distributed to Council, made publicly available, and included in the record of this meeting.

Council discussed that remanding the project back to the Planning Commission would allow the applicant to attend the meeting and have a discussion, as he was not able to attend the Planning Commission Public Hearing held on May 24, 2022; honoring the history of the Ahmanson Ranch on the site in some way; and bringing this item back to Council by July 19, 2022.

THE PUBLIC HEARING REMAINED OPEN

MOTION: A motion was made and seconded by Councilmembers Fitzpatrick/Radi to:

- 1) Remand Street Name Change 2022-0002, proposing to change SilverRock Way to Talus Way and Ahmanson Lane to Painted Peak Lane, back to the Planning Commission on its July 12, 2022 meeting agenda, to allow the applicant the opportunity to present information about the request and address the Commission's comments related to the application;
- 2) Direct the Planning Commission to submit for Council review a supplement to its recommendation or a new recommendation, in light of the applicant's information and responses to the Commission's comments; and
- 3) Continue this Public Hearing until the Council's July 19, 2022, regular meeting, at which time the Council will consider the application and the recommendation, including any supplement or new recommendation, submitted by the Commission.

Motion passed unanimously.

BUSINESS SESSION – CITY COUNCIL AND HOUSING AUTHORITY – Continued

3. City Council: APPROVE FISCAL YEAR 2022/23 MARKETING STRATEGIES AND AGREEMENT FOR CONTRACT SERVICES FOR MARKETING WITH MADDEN MEDIA

Marketing Manager Graham presented the staff report, which is on file in the Clerk's Office. Madden Media CEO Daniel Janes and Vice President Kristin Dialessi provided additional information.

Council discussed the cost increase in media buys; the cost and frequency of social media boosts; boosts to be transferred to Madden Media; geo-fencing of events; recognition that additional marketing is done by Landmark Golf Management regarding the SilverRock golf course for which the City pays \$150,000; California clients of Madden Media; Madden Media being a destination marketing agency, meaning it concentrates on clients that move people; services within the "creative production marketing technology" section; collaboration with the Montage when it opens; remote and onsite availability of Madden Media staff; Madden Media's draw to La Quinta; gaps in the current marketing plan; community outreach being the goal this year; post-recession, focusing on drawing tourist; maintaining Average Daily Rates (ADRs); outsourcing of creative production services – the desire to hire locally; inhouse media buys; attracting small corporate tourist groups; aligning

economic development, education, and marketing efforts to attract future residents/workforce/entrepreneurs; updating the City's tourism website; collaboration and dual/cross marketing with La Quinta and area entities; and the importance of monthly communication with residents and local businesses.

MOTION – A motion was made and seconded by Councilmembers Peña/ Sanchez to approve fiscal year 2022/23 marketing strategies and an agreement for contract services for marketing with Madden Media for an amount not to exceed \$725,000; and authorize the City Manager to execute the agreement. Motion passed unanimously.

4. City Council: APPROVE MEMORANDUM OF UNDERSTANDING WITH GREATER COACHELLA VALLEY CHAMBER OF COMMERCE (CHAMBER)

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

PUBLIC SPEAKER: Emily Falappino, President/CEO with the Chamber – provided the results of the Chamber's survey regarding the Gem magazine from the perspective of residents, local businesses, and advertisers; and suggestions for the future based on survey results.

Council discussed survey responders desire for monthly Gem publication; users lack of knowledge that the Gem is available digitally; satisfying businesses' demand for additional copies; regaining past advertisers via starting prices/ads; need for advertising to be repeated to be effective; possibility of imbedded video via a QRC code or something unique to provide an incentive to access the digital publication; the importance of a consistent, quality, identifiable look of the Gem; survey being ongoing with final results from the 50 responders in each category to be distributed to Council; the survey to be issued again after changes are made to the publication; and exploring the possibility of including in the Community Grant Program, the granting of ad space in the Gem to eligible non-profits.

MOTION – A motion was made and seconded by Councilmembers Radi/ Sanchez to approve a Memorandum of Understanding, as amended (*see City Attorney's corrections below*) with the Greater Coachella Valley Chamber of Commerce for fiscal year 2022/23 for publications and events to support business development, retention, and tourism; and authorize the City Manager to execute the Memorandum of Understanding. Motion passed unanimously.

City Attorney Ihrke noted that two corrections to the MOU are necessary:

- a) Date correction on page 329 to the election date of November 8, 2022, and;
- b) Removal of the reference to Measure G which is no longer relevant.

5. City Council: APPROVE SILVERROCK RESORT 2022/23 ANNUAL PLAN

Public Works Director/City Engineer McKinney presented the staff report, which is on file in the Clerk's Office. SilverRock Golf Course Director Randy Duncan of Landmark Golf Management presented additional information.

Council discussed credit card transaction fees; course being at its maximum round capacity; tee time allocation for residents; increased rounds equate to increased maintenance; "walk-the-rock" being an evening nine-hole round for residents; the existence of budget short-fall even though rounds are at maximum capacity; expectation for profit this fiscal year; results of foot golf pilot program; possible locations for disc golf pilot program; number of resident card holders; construction alerts and interference regarding Talus project; redoing of 16th green due to blowing construction sand; food and beverage sales being down due to construction; possibility of bringing in mobile food trucks; and current cost to replace a green being approximately \$30,000 when completed inhouse instead of contracted.

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to approve the SilverRock Resort 2022/23 Annual Plan as submitted. Motion passed unanimously.

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 8:20 P.M.

MAYOR EVANS RECONVENED THE CITY COUNCIL REGULAR MEETING HELD JOINTLY WITH THE HOUSING AUTHORITY SPECIAL MEETING AT 8:46 P.M. WITH ALL MEMBERS PRESENT

6. City Council: ADOPT RESOLUTION TO APPROVE FISCAL YEAR 2022/23 BUDGET AND ESTABLISH THE CITY'S APPROPRIATION LIMIT [RESOLUTION NO. 2022-025]

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

Council discussed the formula used by the State in setting appropriation limits; appropriating Measure G funds to cover the annual deficit in the Landscape and Lighting District fund; allocating a portion of the surplus for the purchase of a new Christmas Tree for the annual lighting event; and carrying over the excess, unused Community Grant funds.

MOTION – A motion was made and seconded by Councilmembers Radi/Sanchez to adopt Resolution No. 2022-025 approving the Fiscal Year 2022/23 Budget and establishing the City’s appropriation limits, as recommended:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ESTABLISHING THE CITY’S APPROPRIATION LIMIT FOR FISCAL YEAR 2022/23 AND APPROVING A BUDGET FOR FISCAL YEAR 2022/23

Motion passed unanimously.

7. *Housing Authority:* **ADOPT RESOLUTION TO APPROVE FISCAL YEAR 2022/23 LA QUINTA HOUSING AUTHORITY BUDGET
[RESOLUTION NO. HA 2022-003]**

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

MOTION – A motion was made and seconded by Authority Members Peña/Fitzpatrick to adopt Resolution No. HA 2022-003 approving Fiscal Year 2022/23 Housing Authority Budget, as recommended:

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING FISCAL YEAR 2022/23 BUDGET

Motion passed unanimously.

ADJOURNMENT – HOUSING AUTHORITY

There being no further business, a motion was made and seconded by Authority Members Radi/Sanchez to adjourn this special meeting at 9:05 p.m. Motion passed unanimously.

8. *City Council:* **RECEIVE AND FILE FISCAL YEAR 2021/22 BUDGET UPDATE REPORT AND APPROVE THE RECOMMENDED BUDGET ADJUSTMENTS**

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

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to receive and file fiscal year 2021/22 Budget Update Report and approve the recommended budget adjustments. Motion passed unanimously.

9. *City Council:* **AFFIRM RESOLUTION NO. 2021-035 FINDINGS RELATED TO THE STATE OF EMERGENCY DUE TO COVID-19 AUTHORIZING THE CITY MANAGER TO IMPLEMENT**

TELECONFERENCE ACCESSIBILITY TO CONDUCT PUBLIC MEETINGS WHEN NECESSARY PURSUANT TO ASSEMBLY BILL 361 (STATS. 2021, CH. 165)

City Clerk Radeva presented the staff report, which is on file in the Clerk's Office.

Council discussed the importance of in-person public comments, testimony and decorum of La Quinta community culture; and that technology can enable but it can also impede proceedings.

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to affirm Resolution No. 2021-035 findings related to the state of emergency due to COVID-19 authorizing the City Manager to implement Assembly Bill 361 (Stats. 2021, CH. 165) teleconference procedures and accessibility for conducting public meetings, but notices of City legislative body meetings and agendas will include teleconference instructions and ability to participate by teleconference only when such AB 361 procedures are applied. Motion passed unanimously.

STUDY SESSION

1. DISCUSS LA QUINTA CULTURAL CAMPUS MASTER PLANNING AND PRELIMINARY DESIGN DEVELOPMENT PROJECT NO. 2019-01

Public Works Management Analyst Mignogna presented the staff report, which is on file in the Clerk's Office. City Consultant Matthew Austin, Project Designer with architecture and engineering firm HGA Los Angeles, provided additional information.

Council discussed evaluating the casita building for earthquake standards; the lumberyard building also being a seismic concern; HGA to conduct a seismic analysis; the need for storage and administrative office space; new entrances to the project through the shop; engaging the community as a whole, not just stakeholders; visibility through and around the project for usability and safety; importance of adopting a cohesive design for the entire project along with an implementation timeline – cannot be a piece-meal project; moving forward with areas 1A, 1B, and 2, and preserving area 3 for future park space; designing areas 1A, 1B and 2 with future connectivity to area 3 in mind; conceptual design options if lumberyard is demolished; determining if the lumberyard building will be added to the local historic building list; documenting the lumberyard then demolishing it if it has no function or purpose in any design scenario; the programming and function for area 2

needs to be set in order to produce meaningful design; partnering with Desert Recreation District to reactivate the amphitheater across the street in conjunction with this project; adding a pedestrian crosswalk in the center of the project; and the possibility of purchasing the existing park from Riverside County, which is operated by Desert Recreation District.

Council reached a consensus and directed staff to continue conceptual designs on areas 1A, 1B, and 2 including demolition of the lumberyard building, and incorporating connectivity to the future development of area 3.

DEPARTMENTAL REPORTS – All reports are on file in the City Clerk’s Office.

MAYOR’S AND COUNCIL MEMBERS’ ITEMS

Mayor Evans said she provided an update to the Bennion Development real estate group on June 8, 2022, regarding projects’ status, new development and businesses, and capital improvements in La Quinta.

Mayor Evans said she attended Desert Sands Unified School District’s retirement event for Superintendent Scott Bailey on June 2, 2022, and presented him with a proclamation.

Mayor Evans said she attended the Greater Coachella Valley Chamber of Commerce Legislative Mornings with Assemblymembers Garcia and Mayes on June 3, 2022.

REPORTS AND INFORMATIONAL ITEMS

La Quinta’s representative for 2022, Mayor Evans reported on her participation in the following organization’s meeting:

- CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE

La Quinta’s representative for 2022, Mayor Pro Tem Fitzpatrick reported on her participation in the following organization’s meeting:

- RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)

La Quinta’s representative for 2022, Councilmember Peña reported on his participation in the following organizations’ meetings:

- CVAG PUBLIC SAFETY COMMITTEE
- CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE
- COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Radi/Fitzpatrick to adjourn at 10:16 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California



**CITY COUNCIL
SPECIAL MEETING
MINUTES
TUESDAY, JULY 5, 2022**

CALL TO ORDER

A special meeting of the La Quinta City Council was called to order at 4:02 p.m. by Mayor Evans.

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

STAFF PRESENT: City Manager McMillen, City Attorney Ihrke, City Clerk Radeva, Acting Deputy City Clerk McGinley, Director of Business Unit and Housing Development Villalpando, Community Resources Director Escobedo, Public Works Director/City Engineer McKinney, Finance Director Martinez, Design and Development Director Castro, Planning Manager Flores.

CONSULTANT PRESENT: Planning Consultant Nicole Criste, CEO, Terra Nova Planning & Research, Inc.

PLEDGE OF ALLEGIANCE

Councilmember Sanchez led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Brad Anderson, Rancho Mirage – opposed the Council’s motion from the June 21, 2022, regular Council meeting, regarding implementing Assembly Bill 361 (Stats. 2021, CH. 165), enacted 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.*). Mr. Anderson said he believes Council’s action was illegal; and asked that Council reconsider its motion.

City Attorney Ihrke explained that AB 361 was enacted to allow an alternative teleconference accessibility for attendance and participation of public meetings of the City’s legislative bodies, which allowed local agencies to continue to meet remotely, following the COVID-19 pandemic. The

teleconference provisions under AB 361 permit teleconference accessibility but do not require it.

CONFIRMATION OF AGENDA – Confirmed

PUBLIC HEARING

1. REMAINED OPEN AND CONTINUED FROM JUNE 7, 2022:

CONTINUE PUBLIC HEARING FOR ENVIRONMENTAL ASSESSMENT 2019-0010, SPECIFIC PLAN 2019-0003 (AMENDMENT V TO ANDALUSIA SPECIFIC PLAN), GENERAL PLAN AMENDMENT 2019-0002, ZONE CHANGE 2019-0004, SPECIFIC PLAN 2020-0002, DEVELOPMENT AGREEMENT 2021-0002 AND TENTATIVE TRACT MAP 2019-0005, AT THE APPLICANT'S REQUEST; CEQA: CORAL MOUNTAIN RESORT ENVIRONMENTAL IMPACT REPORT (SCH #2021020310); LOCATION: SOUTH OF AVENUE 58, NORTH OF AVENUE 60, AND EAST AND WEST OF MADISON STREET

Mayor Evans said this item was considered for the first time by the Council at the June 21, 2022, during which Council received a presentation of the staff report, the Environmental Impact Report (EIR), a presentation from the applicant, and verbal and written public testimony; consideration of the item was continued to this July 5, 2022, special Council meeting; and the applicant has requested a continuance of this item.

MAYOR EVANS NOTED THE PUBLIC HEARING REMAINED OPEN AT THE JUNE 7, 2022, MEETING

Mayor Evans requested that the applicant speak regarding the request for continuance; and noted that all public testimony to date, both written and verbal, has been received, and is on file and incorporated into the public record for the project; and public testimony at tonight's meeting should not be repetitive of prior comments that are already on file, and should be regarding the applicant's request for continuance.

Mayor Evans said the City has received numerous comments questioning why this project is being considered and asked City Attorney Ihrke to explain the due process to which every property owner is entitled. City Attorney Ihrke explained that anytime the City receives an application for a land use, approval is rooted in the due process clauses in the Federal and California State constitutions which allow for zoning regulations, land use controls and other property regulations all of which require applicants and cities to follow a review process. California has delegated to cities, authority over land use in their

jurisdictions provided cities' Municipal Code, Zoning Code, General Plan, etc. are not inconsistent with the Federal and State constitutions.

PUBLIC SPEAKER: John Gamlin, President, CM Wave Development – explained the applicant's request to continue the item by 60 days to allow the company to explore alternatives regarding lighting and neighbor concerns, and to seek guidance and clarity from State agencies regarding water use and noise legislation.

Council's questions and comments were about water not being the major issue at present but the need to have good reason to amend the zoning code which requires finding solutions to the project's impacts such as noise, lighting, pool temperatures, pool cleanliness, pool evaporation, rising humidity, long range and regional impacts, quality of life for residents, and the project's benefit to residents and area housing; no local government or public agency has the authority to deny any land use application without due process; and applicants have the right to due process, a fair and transparent process, and that includes this first request for a continuance.

PUBLIC SPEAKER: Richard Gray, La Quinta – requested that Council deny the request for continuance; and opposed the project due to drought conditions.

PUBLIC SPEAKER: Scott Connelly, La Quinta – opposed the project; noted that the project is getting national attention on the John Oliver show; and thanked the Council for their thorough consideration and attention to residents' comments.

PUBLIC SPEAKER: Penny Boehm, La Quinta – submitted a Request to Speak form noting she will wait until the next meeting to speak on this project; and provided written comments requesting that no public testimony is received at tonight's meeting.

PUBLIC SPEAKER: Brian Levy, La Quinta [*received speaker donated time by resident Dennis McLatcher*] – said he opposes continuing the project; noted everyone is entitled to due process; asked that there be a level playing field in which residents are allowed sufficient time to review and digest the new information that the applicant might provide in September in order to be able to provide comments.

PUBLIC SPEAKER: Lisa Jefferey, La Quinta [*received speaker donated time by resident Sandy Lanham*] – opposed the project and spoke about the evaporation data in CVWD's water report; and stated that a golf course uses significantly less water per year.

PUBLIC SPEAKER: Louis Zakin, La Quinta [*received speaker donated time by resident Sheila Warren*] spoke on behalf of Rick Roth – opposed the project; presented a 13-year financial analysis of the project based on the information attainable which foresees a 91% chance of bankruptcy within 13 years; wave parks are an unproven venture; and any economic advantages of the project do not justify the unmitigated ecological impacts.

PUBLIC SPEAKER: Steve Jefferey, La Quinta [*received speaker donated time by resident Rick Owen*] – opposed the project and spoke about the new information on noise impacts from wave parks to surrounding communities; and cities' responsibility to protect its residents from noise, including low-frequency noise; and requested the EIR be recirculated after a more complete on-site noise study is done using current standards as the current study is flawed.

PUBLIC SPEAKER: Alena Callimanis, La Quinta [*received speaker donated time by residents Andrea Lawent, Judy Horjacky, and Richard Harris*] – opposed the project and spoke about flaws in the noise study; the value of homes in the area on the County tax rolls; the impact of the project's water use on the aquifer absent availability of Colorado River water; the unmitigated greenhouse gas emissions; and the meeting with Lisa Castro and the letter from the applicant's legal counsel, who was not in attendance of that meeting. Ms. Callimanis provided a slide show which was printed and distributed to Council, made publicly available to attendees at the meeting, and included in the public record for this meeting.

Councilmember Radi explained his comment about resident Lisa Castro's correspondence was not an interpretation of his position on the project, but rather he appreciated that Ms. Castro's comments were well written, on point, constructive, and respectful.

PUBLIC SPEAKER: Kathrine Chevalier, La Quinta [*received speaker donated time by resident Bobbie Fleury*] – spoke about Imperial Irrigation District's (IID) energy crisis and its commitment to provide power to only Phase 1 of the project as noted in the EIR which is now invalid; and opposed the project.

PUBLIC SPEAKER: Joan Sanka, La Quinta – opposed the project due to the historic natural environment and its destruction by this project; the importance of La Quinta's hiking trails; and the restriction of access and obstruction to the area trails.

PUBLIC SPEAKER: Carol Strop, La Quinta – opposed the project and the applicant's request for continuance; and suggested alternative uses for the land.

PUBLIC SPEAKER: Dorothy Dupree, La Quinta – opposed the project and the applicant’s request for continuance due to water use.

Council discussed the developer’s right to due process where the developer has an opportunity to make his case, as does the public; and time is needed to read and digest the new information, and to explore the valid points raised during public comment.

City Attorney Ihrke explained that if Council refused to give developers their due process, the developers’ remedy would be to obtain a writ of mandate from the court to compel the Council to comply with state and federal law.

PUBLIC SPEAKER: Brad Anderson, Rancho Mirage – opposed the project; and said the matter needs to be continued because the Council suspended AB 361 for this meeting so those who may have wanted to attend virtually are not able to do so.

City Attorney Ihrke reiterated the AB 361 teleconference accessibility pursuant to the Brown Act is permissive and not required, and Council has the discretion to implement such accommodations. The public hearing notice for this item complied with the content and publication requirements under the Planning and Zoning State law. The teleconference accessibility in effect at the June 7, 2022, Council meeting, were amended by a subsequent Council action on June 21, 2022, which is currently in effect for tonight’s meeting, and teleconference accessibility will be made available in instances when in-person public meetings are not possible, due to health and safety risks due to COVID-19, and public meetings need to be conducted virtually instead.

Council continued their discussion regarding the importance of public input and the publications and information residents provided to Council; the learning experience during the process; that decisions are made based on facts and fairness, and Council’s motions are not predetermined; appreciation for residents who provide facts, not just demand the Council deny the project; emails received by Council both pro and con, respectful and disrespectful; the technical assessment required of the Planning Commission; the boarder view of the Council in reviewing a project; and the hurdles the applicant has to overcome to design a project that is a benefit to the community and has the support of residents and Council.

City Attorney Ihrke said the Council can request that the developer provide updated, revised information for the Council, staff and residents to review prior to the next Council hearing date on the project.

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 5:51 P.M.

*MAYRO EVANS RECONVENED THE COUNCIL MEETING AT 5:59 P.M.
WITH ALL MEMBERS PRESENT*

PUBLIC SPEAKER: John Gamlin, President, CM Wave Development agreed that his company and its consultants could do their analysis and submit the bulk of any new information/alternatives to City staff by August 15, 2022, and the remainder of new information could be submitted no later than 10 days prior to the next hearing date on the project (September 21, 2022).

PUBLIC SPEAKER: Phillip Novak, La Quinta – asked the Council to provide residents with an equal amount of time, i.e., two months, if they request it in order to complete their review and analysis of the new information the developer submits.

THE PUBLIC HEARING REMAINED OPEN UNTIL SEPTEMBER 21, 2022

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to continue this Public Hearing at a special meeting to be held on Wednesday, September 21, 2022, 4:00 p.m., at City Hall. Motion passed unanimously.

The following WRITTEN PUBLIC COMMENTS, listed in alphabetical order, were received, distributed to Council, made available on the City’s website, and included in the record of this meeting:

- Brad Anderson, Rancho Mirage – opposed the removal of AB 361
- Penny Boehm, La Quinta – supports the applicant’s request for continuance, and requested that no public comments be allowed on the project that are not related to the request for continuance
- Wendy Clarke, La Quinta – opposed the project
- Judy and Russell DeCausemaker, La Quinta – opposed the project
- Christopher Lovrien, La Quinta – supports the project
- Shay Nadler, La Quinta – opposed the project
- Celeste Varela, La Quinta – opposed the project
- Kathy Weiss, La Quinta – provided an article entitled “Water Wars Come to the Suburbs”

MAYOR’S AND COUNCIL MEMBERS’ ITEMS

Councilmember Peña congratulated everyone on the country’s celebration of Independence Day.

Mayor Evans reminded the audience that the Nine Cities Blood Challenge is currently underway and encouraged folks to donate blood; noted Amazon’s

new partnership as a donor to the Find Food Bank; and reported on her attendance at the Chamber of Commerce installation awards dinner and the meeting with the Desert Valley Builders' Association.

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Peña/Radi to adjourn at 6:10 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

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City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO UTILIZE CREATIVE LIGHTING & ELECTRICAL, INC., FOR UP TO \$50,000 OF ADDITIONAL NON-CONTRACTED MAINTENANCE AND/OR REPAIR ITEMS IN FISCAL YEAR 2022/23 WHEN THEY ARE THE QUALIFIED AND/OR LOWEST BIDDER

RECOMMENDATION

Authorize the Public Works Department to utilize Creative Lighting & Electrical, Inc., for up to \$50,000 for additional non-contracted maintenance and/or repair items in fiscal year 2022/23 when they are the qualified and/or lowest bidder.

EXECUTIVE SUMMARY

- Per the purchasing policy, amounts paid to vendors/contractors over \$50,000 must be approved by Council.
- On June 7, 2022, Council approved a one-year contract extension with Creative Lighting & Electrical, Inc., (Creative) for Project No 2018-31 Landscape & Lighting Assessment District (L&L) Lighting Maintenance Services.
- Staff requests authority to utilize Creative for up to \$50,000 for additional work should they submit a qualified bid and/or lowest bid.

FISCAL IMPACT

The \$50,000 would be charged in increments, as needed, to the appropriate budgeted account(s) should Creative be awarded any other bid in FY 2022/23.

BACKGROUND/ANALYSIS

Creative provides quality work and is contracted with the City for lighting maintenance services.

The L&L lighting maintenance contract allows for additional work, such as light fixture replacement, and electrical repairs on request, however, the dollar

amount for additional work is dependent on the scope of work identified rather than a specific amount incorporated in the contract. Creative may also submit bids for project and/or additional work which is included in the FY 2022/23 budget, such as vandalism repair, and/or electrical repairs and upgrades in Citywide parks and buildings which is not included in their contract.

Staff requests authorization to utilize Creative for an additional \$50,000 for work over the contract price, should they be the qualified bidder. Each project would be subject to the City's current purchasing policy. Creative could also perform emergency repairs, and/or a variety of other electrical work and comply with prevailing wage requirements.

ALTERNATIVES

Staff could request approval from Council for any future work awarded to Creative on a per project basis. However, this approach will delay work schedules.

Prepared by: Dianne Hansen, Management Analyst

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

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO UTILIZE PWLC II, INC. FOR UP TO \$100,000 OF ADDITIONAL WORK IN FISCAL YEAR 2022/23, AS A SINGLE SOURCE FOR MEDIAN LANDSCAPE RESTORATION WITHIN THE LIGHTING & LANDSCAPE ASSESSMENT DISTRICT 89-1 AND FOR EXTRA WORK WHEN THEY ARE THE QUALIFIED AND/OR LOWEST BIDDER

RECOMMENDATION

Authorize the Public Works Department to utilize PWLC II, Inc. for up to \$100,000 of additional work during fiscal year 2022/23, as a single source for median landscape restoration within the Lighting & Landscape Assessment District 89-1, and for extra work when they are the qualified and/or lowest bidder.

EXECUTIVE SUMMARY

- Per the purchasing policy, amounts paid to vendors/contractors over \$50,000 must be approved by Council.
- On June 7, 2022, Council approved a one-year contract extension with PWLC II, Inc. (PWLC) for Project No 2018-30 Lighting & Landscape Assessment District 89-1 (L&L) Landscape Maintenance Services.
- The current contract allows for the contractor to be paid for additional work. Staff requests authority to utilize PWLC for additional work, and as a single source for landscape renovations within L&L areas.
- Staff requests authority to utilize PWLC for up to \$100,000 for additional work.

FISCAL IMPACT

The \$100,000 would be charged in increments, as needed, to the appropriate budgeted account(s) for landscape renovation within the L&L areas, should PWLC be awarded any other bid in FY 2022/23.

BACKGROUND/ANALYSIS

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

The landscape contract allows for additional work on request, such as plant replacement, tree removal, irrigation repairs, and emergency callouts. However, the dollar amount for additional work is not specified. To ensure consistency of landscape renovations, staff requests authorization to utilize PWLC as a single source for landscape renovations within the L&L.

PWLC may also submit proposals for other City projects such as Capital Improvement Projects, or weed abatement, which is included in the FY 2022/23 budget but is not included in their contract.

Staff requests authorization to utilize PWLC for an additional \$100,000 of work over the contract price for median restoration and/or for proposals submitted for work should they be the qualified bidder. Each project would be subject to the City's current purchasing policy. PWLC is able to perform additional work for weed abatement, irrigation installation and/or repair, turf renovation, and landscape restoration for any City project, and comply with prevailing wage requirements.

ALTERNATIVES

Staff could request approval from Council for any future work awarded to PWLC on a per project basis. However, this approach will delay project completion schedules.

Prepared by: Dianne Hansen, Management Analyst

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

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO UTILIZE VINTAGE ASSOCIATES, INC FOR UP TO \$100,000 OF ADDITIONAL WORK IN FISCAL YEAR 2022/23, AS A SINGLE SOURCE FOR LANDSCAPE RESTORATION WITHIN CITYWIDE PARKS AND FOR EXTRA WORK WHEN THEY ARE THE QUALIFIED AND/OR LOWEST BIDDER

RECOMMENDATION

Authorize the Public Works Department to utilize Vintage Associates, Inc., for up to \$100,000 of additional work in fiscal year 2022/23, as a single source for landscape restoration within Citywide parks and for extra work when they are the qualified and/or lowest bidder.

EXECUTIVE SUMMARY

- Per the purchasing policy, amounts paid to vendors/contractors over \$50,000 must be approved by Council.
- On May 17, 2022, Council approved a one-year contract extension with Vintage Associates, Inc. (Vintage) for Project No 2018-32 Parks Landscape Maintenance Services.
- The current contract allows for the contractor to be paid for additional work. Staff requests authority to utilize Vintage for additional work, and as a single source for landscape renovations within Citywide parks.
- Staff requests authority to utilize Vintage for up to \$100,000 for additional work.

FISCAL IMPACT

The cost for additional work would be charged in increments up to \$100,000, as needed, to the appropriate budgeted account(s) should Vintage be awarded any other bid in FY 2022/23.

BACKGROUND/ANALYSIS

Vintage provides quality work and is contracted with the City for Citywide Park Landscape Maintenance.

The contract allows for additional work, such as landscape restoration, top dressing on sports fields, plant replacement on request, and irrigation repairs, however, the dollar amount for additional work is not specified or incorporated in the contract. To ensure consistency of landscape renovations, staff requests authorization to utilize Vintage as a single source for landscape renovations within Citywide parks.

Vintage may also submit bids other City projects such as Capitol Improvement Projects, or weed abatement, which is included in the FY 2022/23 budget but is not included in their contract.

Staff requests authorization to utilize Vintage for an additional \$100,000 for work over the contract price for landscape restoration in parks and/or for proposals submitted for work should they be the qualified bidder. Each project would be subject to the City's current purchasing policy. Vintage is able to perform additional work such as irrigation, turf, landscape restoration, and weed abatements, and comply with prevailing wage requirements.

ALTERNATIVES

Staff could request approval from Council for any extra future work awarded to Vintage on a per project basis. However, this approach will delay work schedules.

Prepared by: Dianne Hansen, Management Analyst

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

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: APPROVE ON-SITE AND OFF-SITE REPLACEMENT SUBDIVISION IMPROVEMENT AGREEMENTS FOR AMENDED TRACT MAP NO. 31348, ESTATES AT POINT HAPPY, A RESIDENTIAL DEVELOPMENT LOCATED SOUTH OF HIGHWAY 111 AND WEST OF WASHINGTON STREET

RECOMMENDATION

Approve the On-Site and Off-Site Replacement Subdivision Improvement Agreements for Amended Tract Map No. 31348, Estates at Point Happy, and authorize the City Manager to execute said agreements upon receipt of replacement securities.

EXECUTIVE SUMMARY

- In 2005, the original developer of this tract, PH Ranch, LLC, recorded a final map and executed on-site and off-site Subdivision Improvement Agreements (SIAs). During the economic downturn, they lost the property through foreclosure after completing some, but not all, of the improvements.
- WH La Quinta 29, LLC (New Developer) has acquired interest in the property and desires to enter into replacement of on-site and off-site SIAs and bonds for the design and construction of the remaining public and private improvements associated with this tract.
- The replacement SIAs and bonds will ensure construction and acceptance of the remainder of the improvements for this tract.

FISCAL IMPACT – None

BACKGROUND/ANALYSIS

Amended Tract Map No. 31348 is a residential development located south of Highway 111 and west of Washington Street (Attachment 1). Some of the on-site improvements and off-site improvements have been installed, including a flap gate at the Whitewater channel outlet and a rockfall protection barrier wall. Some homes have been built in the tract.

The remaining on-site improvements are listed on the punch list in the Development Improvement Agreement which includes some grading, street improvements, drainage improvements, landscaping, and setting monumentation. The remaining off-site improvements include removing approximately 70 linear feet of sidewalk, some were damaged and some extra

sidewalk that is not required were constructed. The damaged sidewalk will be required to be replaced. The area with the extra sidewalk will be required to be landscaped. The attached replacement SIAs (Attachment 2) replace PH Ranch, LLC with WH La Quinta 29, LLC as obligee for the construction and guarantor of the remaining on-site and off-site improvements.

ALTERNATIVES

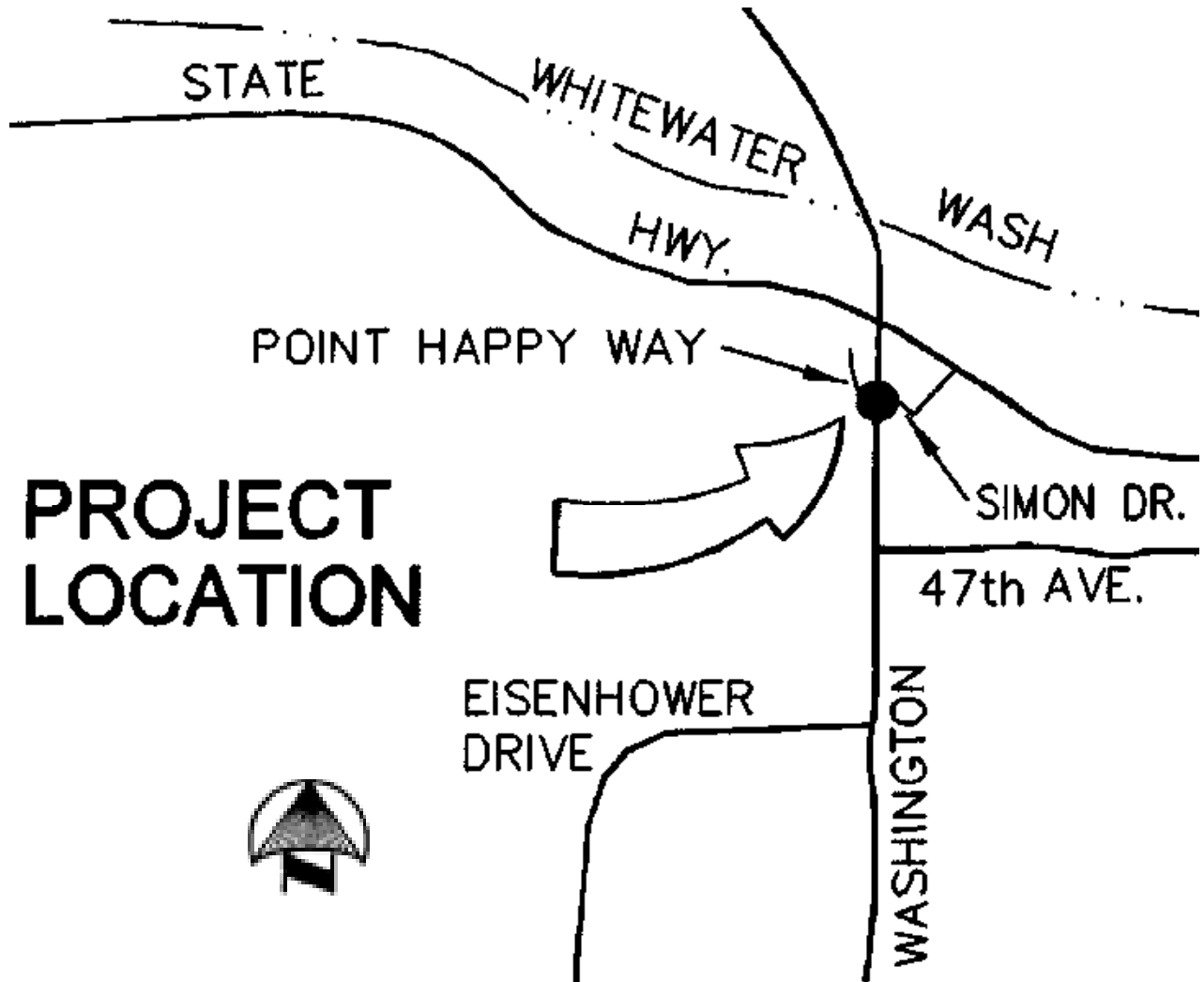
Staff does not recommend an alternative.

Prepared by: Amy Yu, Associate Engineer

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

Attachments: 1. Vicinity Map
 2. Replacement Subdivision Improvement Agreements
 (On-Site and Off-Site)

TM 31348 THE ESTATES AT POINT HAPPY



**PROJECT
LOCATION**

VICINITY MAP

NOT TO SCALE

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CITY OF LA QUINTA

**REPLACEMENT SUBDIVISION IMPROVEMENT AGREEMENT
AMENDED TRACT MAP NO. 31348
ON-SITE IMPROVEMENTS**

THIS REPLACEMENT SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between WH LA QUINTA 29, LLC, a Delaware limited liability company, hereinafter referred to as "Builder," and the City of La Quinta, a municipal corporation of the State of California, hereinafter referred to as "City."

RECITALS:

- A. A final map of the Tract has been approved and recorded subject to the Subdivision Laws and to the requirements and conditions contained in City Council Resolution No. 2004-035 (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.
- B. On or about January 12, 2005, Builder's predecessor in interest, PH Ranch, LLC, a California limited liability company, entered into the original Subdivision Improvement Agreement for the above-referenced subdivision. Point Happy Lots, LLC, a Colorado limited liability company, later obtained interest in the Tract and entered into a Development Improvement Agreement on or about January 21, 2014 for the above-referenced subdivision. In this Agreement, PH Ranch, LLC and Point Happy Lots, LLC are referred to collectively as the "Previous Subdividers".
- C. The Previous Subdividers has constructed certain of the improvements ("Installed Improvements") required pursuant to the Resolution of Approval, but that those improvements have not yet been accepted by the City.
- D. Builder has agreed to install the remaining public and private improvements (the "Remaining Improvements") associated with this tract map.
- E. The Remaining Improvements have not been installed and accepted at this time.
- F. The Installed Improvement and the Remaining Improvements are referred to collectively hereinafter as "the Improvements."
- G. It is therefore necessary that Builder and City enter into an agreement for the installation of the Remaining Improvements, and any final work needed in order for the Installed Improvements to be accepted. Builder desires to enter into this Agreement, whereby Builder promises to install and complete, at Builder's own expense, all the remaining public improvement work required by City in connection with the proposed Tract. Builder 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. Builder 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. Builder shall construct the Improvements required to be constructed 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. Builder shall at all times guarantee Builder'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 Builder, hereinafter referred to as "performance security," shall assure the faithful performance of this Agreement including construction of the Improvements, payment of Builder'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 Builder, 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 Builder, 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. Builder shall furnish performance and payment security prior to permit issuance. Builder shall provide warranty security after Improvements are complete and prior to the City Council acceptance of the Improvements. Warranty security shall not be required for Monumentation, Private Improvements, 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 Builder'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.
- 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, Builder shall pay to City administrative fees applicable to the form of security provided. 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, Builder 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 Builder, or until Builder pays to City the estimated cost of the Participatory Improvements, and shall guarantee the reimbursement by Builder of Builder'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, Builder shall deposit cash with City in lieu of or in replacement of security guaranteeing Participatory Improvements. If Builder fails to deposit said cash within 30 days of the date of the written demand from City, City may present a written demand to Builder's Surety for payment of said cash and Builder'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 Builder. 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 Improvements. 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 Builder of Builder'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 Builder 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, Builder 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 Builder or City, Builder shall use its best efforts purchase such real property at a reasonable price. In the event that Builder is unsuccessful, despite its best efforts, to acquire such real property at a reasonable price, Builder 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 Builder. If City so agrees, City and Builder shall enter a separate written agreement in a form acceptable to the City Attorney. Said separate agreement shall provide that Builder 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 Builder. Any additional funds required for acquisition of the real property shall be paid by Builder to City upon the conveyance of said real property to Builder. In no event shall the failure of Builder or City to acquire such real property excuse, waive, or otherwise terminate Builder'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. Builder 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 Builder 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 Builder 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 Builder's obligations hereunder.

6.2 Inspection. Builder 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 Builder 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. Builder shall bear all costs of plan check, inspection and certification.

7. **Force Majeure.** In the event that Builder is unable to perform within the time limits herein due to strikes, act of God, or other events beyond Builder's control, the time limits for obligations affected by such events will be extended by the period of such events.
8. **Time Extension.** Builder 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, Builder 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, Builder 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. Builder 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, Builder shall submit a request for final approval by City. The request shall be accompanied by any required certifications from Builder'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 Builder 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, Builder 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, Builder 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 Builder.

12. Revisions to Plans. When the Improvements have been inspected and approved by the City Engineer, Builder 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. Builder 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 Builder fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, Builder 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 Builder fail to act promptly or in accordance with this requirement, Builder hereby authorizes City, at City's sole option, to perform the work twenty (20) days after mailing written notice of default to Builder 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 Builder can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Builder 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 Builder 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 Builder 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 Builder 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. Builder 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. Builder 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 Builder, its agents or employees in the performance of this Agreement. Builder 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 Builder, 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 Builder 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, Builder shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Builder 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 Builder 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. Builder No Agent of City. Neither Builder nor any of Builder's agents, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Builder's obligations under this Agreement.
21. 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

Date

BUILDER: WH LA QUINTA 29, LLC, a Delaware limited liability company
c/o Williams Homes
21080 Centre Pointe Parkway, Suite 101
Santa Clarita, CA 91350

By: _____



7/5/22

Date

Print Name: Mike Hoolihan

Title: Senior Vice President of Operations

By: _____

Date

Print Name: _____

Title: _____

Reviewed and Approved:

Bryan McKinney, PE, City Engineer

Date

Approved as to Form:

William H. Ihrke, City Attorney

Date

**Exhibit A
SECURITY – TRACT MAP NO. 31348
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, Builder 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 Improvements and shall not reduce total performance security below the amount necessary to complete the Remaining 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
Grading	\$ 233,850	-
Street Improvements	\$ 65,122	-
Drainage Improvements	\$ 78,475	-
Landscaping	\$ 86,400	-
Monumentation	\$ 18,000	-
 Totals	 \$ 945,693	 -
 Standard 10% Contingency	 \$ 94,569	 -
Professional Fees, Design 10%	\$ 94,569	-
Professional Fees, Construction 10%	\$ 94,569	-
 Bond Amount	 \$ 1,229,400	

CITY OF LA QUINTA

**REPLACEMENT SUBDIVISION IMPROVEMENT AGREEMENT
AMENDED TRACT MAP NO. 31348
OFF-SITE IMPROVEMENTS**

THIS REPLACEMENT SUBDIVISION IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between WH LA QUINTA 29, LLC, a California limited liability company, hereinafter referred to as "Builder," and the City of La Quinta, a municipal corporation of the State of California, hereinafter referred to as "City."

RECITALS:

- A. A final map of the Tract has been approved and recorded subject to the Subdivision Laws and to the requirements and conditions contained in City Council Resolution No. 2004-035 (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.
- B. On or about January 12, 2005, Builder's predecessor in interest, PH Ranch, LLC, a California limited liability company, entered into the original Subdivision Improvement Agreement for the above-referenced subdivision. Point Happy Lots, LLC, a Colorado limited liability company, later obtained interest in the Tract and entered into a Development Improvement Agreement on or about January 21, 2014 for the above-referenced subdivision. In this Agreement, PH Ranch, LLC and Point Happy Lots, LLC are referred to collectively as the "Previous Subdividers".
- C. The Previous Subdividers has constructed certain of the improvements ("Installed Improvements") required pursuant to the Resolution of Approval, but that those improvements have not yet been accepted by the City.
- D. Builder has agreed to install the remaining public and private improvements (the "Remaining Improvements") associated with this tract map.
- E. The Remaining Improvements have not been installed and accepted at this time.
- F. The Installed Improvement and the Remaining Improvements are referred to collectively hereinafter as "the Improvements."
- G. It is therefore necessary that Builder and City enter into an agreement for the installation of the Remaining Improvements, and any final work needed in order for the Installed Improvements to be accepted. Builder desires to enter into this Agreement, whereby Builder promises to install and complete, at Builder's own expense, all the remaining public improvement work required by City in connection with the proposed Tract. Builder 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. Builder 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. Builder shall construct the Improvements required to be constructed 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. Builder shall at all times guarantee Builder'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 Builder, hereinafter referred to as "performance security," shall assure the faithful performance of this Agreement including construction of the Improvements, payment of Builder'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 Builder, 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 Builder, 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. Builder shall furnish performance and payment security prior to permit issuance. Builder shall provide warranty security after Improvements are complete and prior to the City Council acceptance of the Improvements. Warranty security shall not be required for Monumentation, Private Improvements, 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 Builder'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.
- 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 for the Improvements. 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, Builder shall pay to City administrative fees applicable to the form of security provided. 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, Builder 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 Builder, or until Builder pays to City the estimated cost of the Participatory Improvements, and shall guarantee the reimbursement by Builder of Builder'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, Builder shall deposit cash with City in lieu of or in replacement of security guaranteeing Participatory Improvements. If Builder fails to deposit said cash within 30 days of the date of the written demand from City, City may present a written demand to Builder's Surety for payment of said cash and Builder'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 Builder. 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 Improvements. 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 Builder of Builder'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 Builder 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, Builder 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 Builder or City, Builder shall use its best efforts purchase such real property at a reasonable price. In the event that Builder is unsuccessful, despite its best efforts, to acquire such real property at a reasonable price, Builder 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 Builder. If City so agrees, City and Builder shall enter a separate written agreement in a form acceptable to the City Attorney. Said separate agreement shall provide that Builder 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 Builder. Any additional funds required for acquisition of the real property shall be paid by Builder to City upon the conveyance of said real property to Builder. In no event shall the failure of Builder or City to acquire such real property excuse, waive, or otherwise terminate Builder'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. Builder 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 Builder 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 Builder 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 Builder's obligations hereunder.

6.2 Inspection. Builder 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 Builder 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. Builder shall bear all costs of plan check, inspection and certification.

7. **Force Majeure.** In the event that Builder is unable to perform within the time limits herein due to strikes, act of God, or other events beyond Builder's control, the time limits for obligations affected by such events will be extended by the period of such events.
8. **Time Extension.** Builder 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, Builder 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, Builder 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. Builder 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, Builder shall submit a request for final approval by City. The request shall be accompanied by any required certifications from Builder'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 Builder 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, Builder 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, Builder 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 Builder.

12. Revisions to Plans. When the Improvements have been inspected and approved by the City Engineer, Builder 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. Builder 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 Builder fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, Builder 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 Builder fail to act promptly or in accordance with this requirement, Builder hereby authorizes City, at City's sole option, to perform the work twenty (20) days after mailing written notice of default to Builder 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 Builder can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Builder 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 Builder 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 Builder 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 Builder 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. Builder 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. Builder 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 Builder, its agents or employees in the performance of this Agreement. Builder 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 Builder, 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 Builder 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, Builder shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Builder 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 Builder 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. Builder No Agent of City. Neither Builder nor any of Builder's agents, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Builder's obligations under this Agreement.
21. 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

Date

BUILDER: WH LA QUINTA 29, LLC, a Delaware limited liability company
c/o Williams Homes
21080 Centre Pointe Parkway, Suite 101
Santa Clarita, CA 91350

By: _____



Date

7/5/22

Print Name: Mike Hoolihan

Title: Senior Vice President of Operations

By: _____

Date

Print Name: _____

Title: _____

Reviewed and Approved:

Bryan McKinney, PE, City Engineer

Date

Approved as to Form:

William H. Ihrke, City Attorney

Date

**Exhibit A
SECURITY – TRACT MAP NO. 31348
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, Builder 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 Improvements and shall not reduce total performance security below the amount necessary to complete the Remaining 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
Sidewalk	\$ 9,000	\$ 9,000
Landscaping	\$ 1,800	\$ 1,800
Totals	\$ 10,800	\$ 10,800
Standard 10% Contingency	\$ 1,080	\$ 1,080
Professional Fees, Design 10%	\$ 1,080	\$ 1,080
Professional Fees, Construction 10%	\$ 1,080	\$ 1,080
Bond Amount	\$ 14,040	\$ 14,040

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: APPROVE ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO DEVELOPMENT IMPROVEMENT AGREEMENT FOR AMENDED TRACT MAP NO. 31348, ESTATES AT POINT HAPPY, A RESIDENTIAL DEVELOPMENT LOCATED SOUTH OF HIGHWAY 111 AND WEST OF WASHINGTON STREET

RECOMMENDATION

Approve Assignment and Assumption Agreement and Amendment to Development Improvement Agreement for Amended Tract Map No. 31348, Estates at Point Happy, and authorize the City Manager to execute said agreement.

EXECUTIVE SUMMARY

- Point Happy Lots, LLC has sold its interest in this tract (Attachment 1) to WH La Quinta 29, LLC (New Developer) and desires to assign the Development Improvement Agreement's rights, interest, and obligations to the New Developer.
- New Developer requests approval of Assignment and Assumption Agreement and Amendment to Development Improvement Agreement (Agreement) (Attachment 2) for Amended Tract Map No. 31348.

FISCAL IMPACT

None. Developer reimbursements will be from settlement funds received from Surety bond.

BACKGROUND/ANALYSIS

Tract Map No. 31348 is a residential development located south of Highway 111 and west of Washington Street.

In January 2014, Point Happy Lots, LLC entered into a Development Improvement Agreement for Amended Tract Map No. 31348. The

Development Improvement Agreement allows reimbursements to Point Happy Lots, LLC from settlement funds received from a Surety bond for the construction of the punch list items listed in the agreement for the tract. Point Happy Lots, LLC has sold its interest in this tract to New Developer and desires to assign the Development Improvement Agreement's rights, interest, and obligations to the New Developer.

ALTERNATIVES

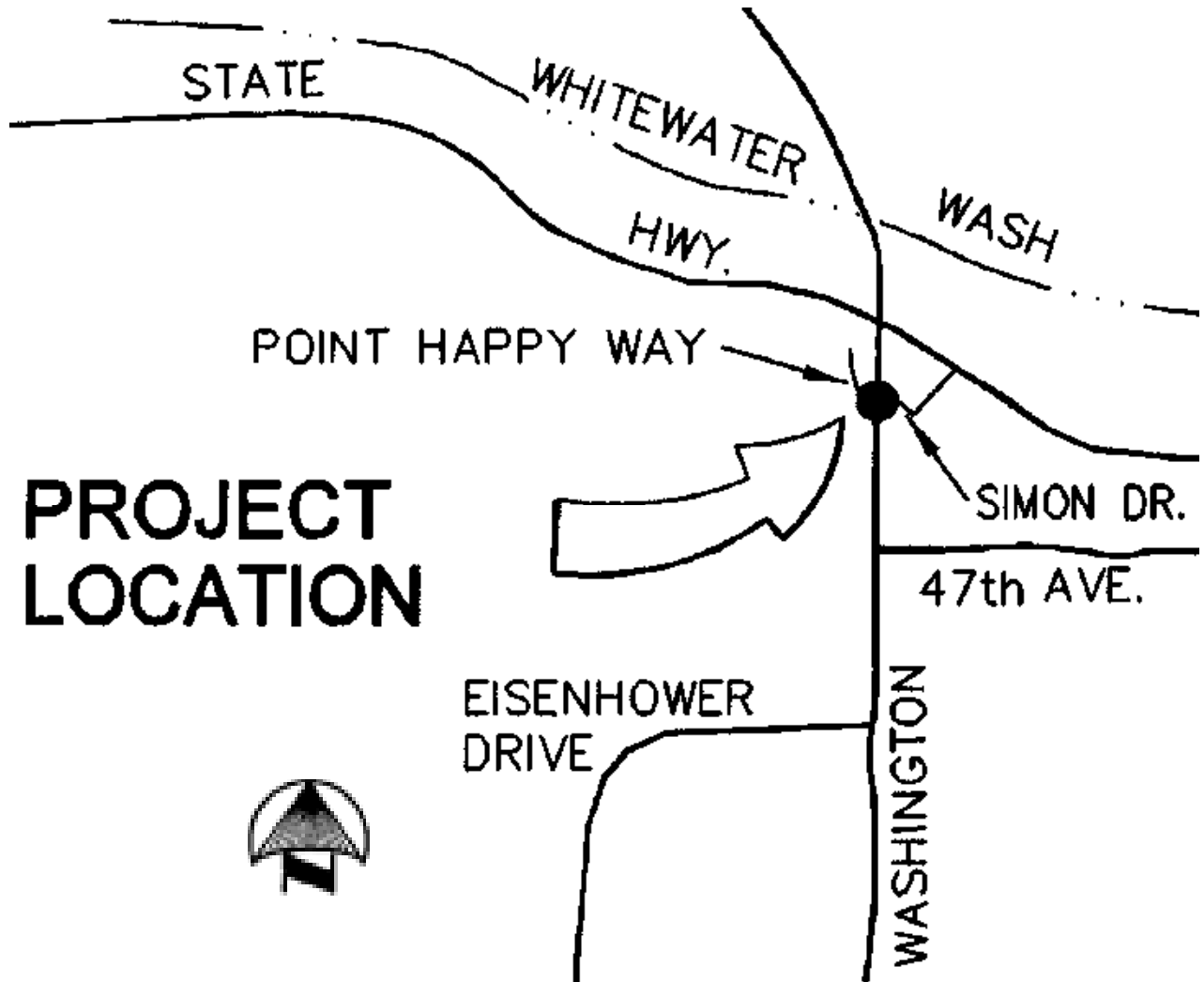
Staff does not recommend an alternative.

Prepared by: Amy Yu, Associate Engineer

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

Attachments: 1. Vicinity Map
2. Assignment and Assumption Agreement and Amendment to Development Improvement Agreement

TM 31348 THE ESTATES AT POINT HAPPY



**PROJECT
LOCATION**

VICINITY MAP

NOT TO SCALE

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**ASSIGNMENT AND ASSUMPTION AGREEMENT
AND
AMENDMENT TO DEVELOPMENT IMPROVEMENT AGREEMENT
AMENDED TRACT MAP NO. 31348**

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO DEVELOPMENT IMPROVEMENT AGREEMENT ("Assignment & Amendment") is made and entered into as of the 2 day of JAN, 2022, by and among the CITY OF LA QUINTA, a municipal corporation of the State of California ("City"), POINT HAPPY LOTS, LLC, a Colorado limited liability company ("Assignor"), and WH LA QUINTA 29, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. City and Assignor entered into that certain Development Improvement Agreement, dated January 21, 2014 ("Agreement"), pursuant to which City agreed to make available a portion of the "Bond Fund" defined in the Agreement, to Assignor, referred to as "PHL" in the Agreement, if Assignor agrees to complete those Punch List Items for Amended Tract No. 31348 ("Tract"), as more fully described as On-Site Improvements in Exhibit B and Off-Site Improvements in Exhibit C of the Agreement.

B. Assignor sold its interest in the Tract to Assignee. In conjunction with such transfer, Assignor desires to assign the Agreement, and all of Assignor's rights and obligations thereunder, to Assignee and Assignee desire to assume Assignor's position with respect to the Agreement and of Assignor's rights and obligations under the Agreement subject to the terms of this Assignment & Amendment.

C. In connection with the foregoing described assignment and assumption, the City and Assignee have agreed to certain modifications to the Agreement as set forth herein to be effective upon full execution of this Assignment & Amendment by all the parties hereto.

AGREEMENT

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

1. Assignment and Assumption. Assignor hereby transfers and assigns to Assignee all of the Assignor's rights, title, and interest in and to, and obligations under, the Agreement, and Assignee hereby assumes all rights, title, and interest in and to, and obligations under, the Agreement. City hereby consents to the foregoing assignment and assumption.

2. Solvency. As a material inducement to the City to enter into the Assignment & Amendment, Assignee hereby represents and warrants to City, and City hereby relies on Assignee's representation and warranty, that Assignee is solvent and has the financial capability of fulfilling each and every obligation and duty it takes on by way of the Assignment & Amendment.

3. Incorporation of SIA Provisions. The Agreement, and each provision therein, unless otherwise modified in writing, is incorporated in this Assignment & Amendment in its entirety and Assignee agrees and warrants that it assumes and is bound by each obligation found in the Agreement in the same manner as Assignor prior to this Assignment & Amendment.

4. Counterparts. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one complete and enforceable agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment & Amendment on ____ day of _____, 20__.

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

JON MCMILLEN, CITY MANAGER
City of La Quinta, California

Date

ATTEST:

MONIKA RADEVA, CITY CLERK
City of La Quinta, California

APPROVED AS TO FORM:

WILLIAM H. IHRKE, CITY ATTORNEY
City of La Quinta, California

ASSIGNOR: **POINT HAPPY LOTS, LLC**, a Colorado limited liability company
3470 Wilshire Blvd, Suite 1020
Los Angeles, CA 90010

JOSEPH RIVANI
Its: MANAGER

JAN-2-2022
Date

Its: _____

_____ Date

ASSIGNEE: **WH LA QUINTA 29, LLC**, a Delaware limited liability company
c/o Williams Homes
21080 Centre Pointe Parkway, Suite 101
Santa Clarita, CA 91350

[Signature]
Its: SOUTHERN CALIFORNIA DIVISION PRESIDENT

1-10-22
Date

Its: _____

_____ Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Los Angeles }

On JAN 3, 2022, before me, Samantha Kang, Notary Public,
personally appeared JOSEPH RIVANI

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Samantha Kang

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

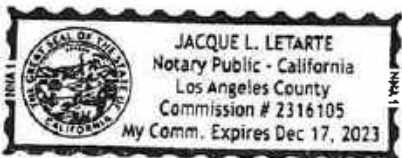
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 LOS ANGELES }
On 1-10-22 before me, JACQUE L LETARTE Notary Public
Date Here Insert Name and Title of the Officer
personally appeared DONTEL FRANA
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

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City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: ACCEPT SILVERROCK RETENTION BASIN SOIL STABILIZATION PROJECT NO. 2020-07, LOCATED AT THE SOUTHEAST CORNER OF AVENUE 52 AND SILVERROCK WAY

RECOMMENDATION

Accept the SilverRock Retention Basin Soil Stabilization 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 \$9,590, thirty-five days after the Notice of Completion is recorded.

EXECUTIVE SUMMARY

- The SilverRock Retention Basin Soil Stabilization project included landscape improvements and the installation of guardrails and ramp at the southeast corner of Avenue 52 and SilverRock Way (Attachment 1).
- 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. 2020-07:

Original Contract Amount	\$ 180,600
Change Orders No. 1 - 2	\$ 15,188
Final Contract Amount	\$ 195,788
Project Budget	\$ 437,250
Final Contract Amount	(\$ 195,788)
Design, Professional, & Personnel Costs	(\$ 49,355)
Inspection, Survey, Plans, & Other Construction Costs	(\$ 2,174)
Remaining Balance	\$189,933

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

The final retention amount of \$9,590 will be paid from account number 401-0000-20600.

BACKGROUND/ANALYSIS

On November 16, 2021, Council awarded a \$180,600 contract to Urban Habitat.

On December 16, 2021, a Notice to Proceed was issued with a 90-working day completion time starting on January 3, 2022 and ending on May 10, 2022. The project was deemed substantially complete on March 25, 2022.

Contract Change Order No. 1 was issued to allow for credit to change the Avenue 52 slope buried laterals.

Contract Change Order No. 2 was issued for changes to the handrail at the ramp to the event site building.

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.

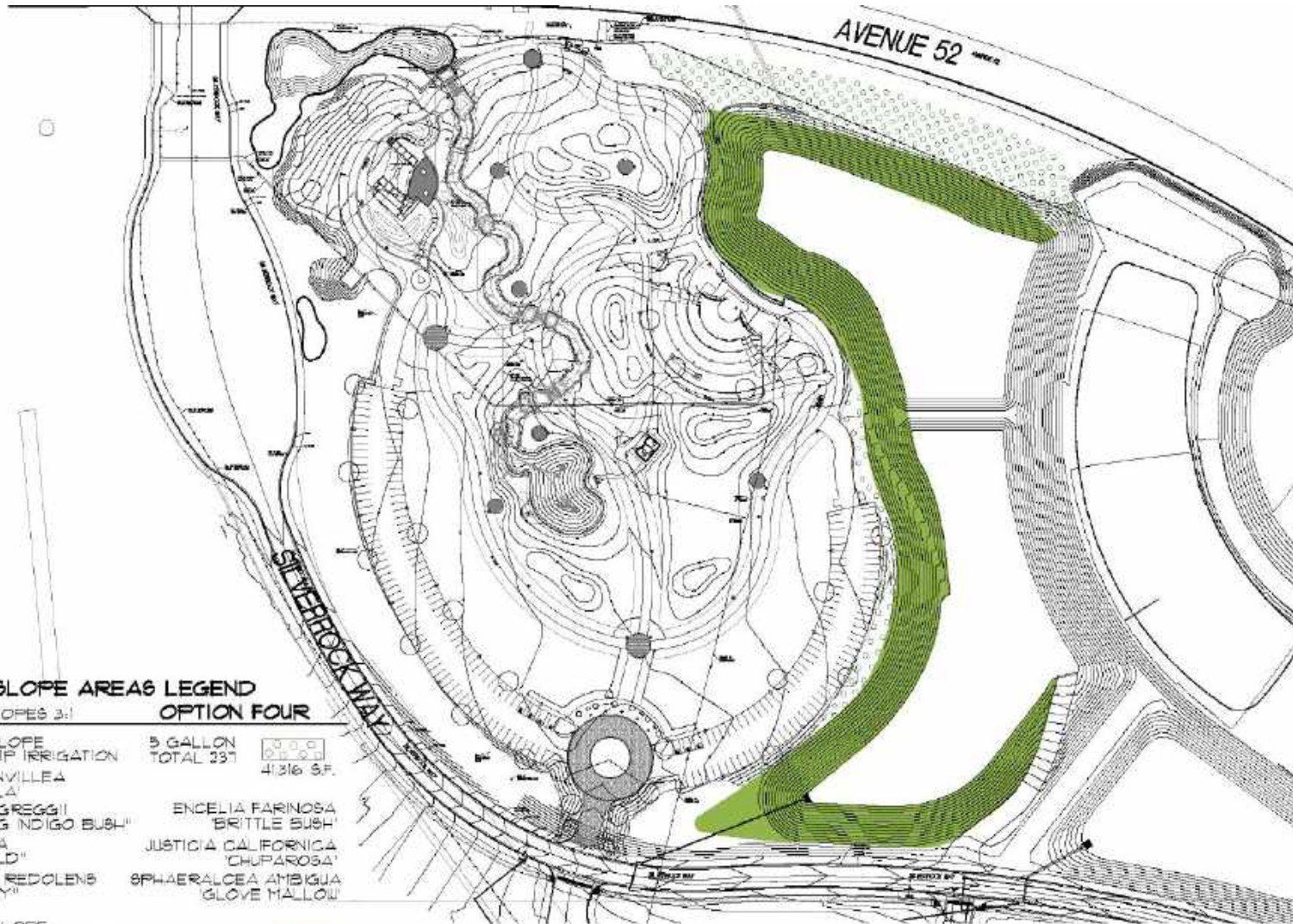
ALTERNATIVES

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



SLOPE AREAS LEGEND
OPTION FOUR

- ALL SLOPES 3:1
- | | | |
|--|------------------------------------|---|
| BASIN SLOPE WITH DRIP IRRIGATION | 5 GALLON TOTAL 331 |  |
| BOUGAINVILLEA 'LA JOLLA' | | 41316 S.F. |
| DALEA GREGGII 'TRAILING INDIGO BUSH' | ENCELIA FARINOSA 'BRITTLE BUSH' | |
| LANTANA 'NEW GOLD' | JUSTICIA CALIFORNICA 'CHUPAROSA' | |
| ACACIA REDOLENS 'LOW BOY' | SPHAERALCEA AMBIGUA 'GLOVE MALLOW' | |
| BASIN SLOPE HYDRO SEED MIX WITH ROTOR IRRIGATION | 11309 S.F. |  |

SILVERROCK PARK VENUE
 PRELIMINARY BASIN SLOPE PLAN
 LA QUINTA, CA



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City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: ACCEPT CITYWIDE MISCELLANEOUS AMERICANS WITH DISABILITIES ACT IMPROVEMENTS PROJECT NO. 2021-03 (COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. 4.LQ.42.21) LOCATED AT VARIOUS LOCATIONS ON AVENIDA BERMUDAS

RECOMMENDATION

Accept the Citywide Miscellaneous Americans with Disabilities Act Improvements 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 \$8,713, thirty-five days after the Notice of Completion is recorded.

EXECUTIVE SUMMARY

- The Citywide Miscellaneous Americans with Disabilities Act (ADA) Improvements project included constructing curb ramps and sidewalk along various locations on Avenida Bermudas (Attachment 1).
- 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. 2021-03:

Original Contract Amount	\$ 164,134
Contract Change Order No. 1	\$ 1,312
Contract Change Order No. 2	\$ 8,813
Final Contract Amount	\$ 174,259
Project Budget	\$ 77,623
CDBG Contribution	\$ 187,377
Project Budget Total	\$ 265,000
Final Contract Amount	(\$ 174,259)

Design and Professional Costs	(\$ 27,113)
Inspection, Survey, Plans, & Other Construction Costs	(\$ 4,000)
Anticipated Funds Remaining*	\$ 59,628

* 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 \$8,713 will be paid from account number 401-0000-20600. The anticipated savings (\$59,628) will remain as available appropriations for this project until the completion of all phases.

BACKGROUND/ANALYSIS

On February 1, 2022, Council awarded a \$164,134 contract to Universal Construction and Engineering.

On March 1, 2022, a Notice to Proceed for the first phase was issued with a 20-working day completion time starting on March 7, 2022 and ending on April 1, 2022.

On April 29, 2022, a Notice to Proceed for the last phase was issued with a 20-working day completion time starting on May 2, 2022 and ending on May 27, 2022. The project was deemed substantially complete on May 25, 2022. No liquidated damages or early completion incentives are recommended.

Contract Change Order No. 1 was issued to allow for extra sidewalk poured.

Contract Change Order No. 2 was issued to allow for removal and replacement of catch basin deck and interlocking pavers.

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

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: AWARD CONTRACT TO URBAN HABITAT FOR CONSTRUCTION OF THE LA QUINTA LANDSCAPE RENOVATION IMPROVEMENTS PROJECT NOS. 2016-03F2 & 2016-03F3, LOCATED AT THE LA QUINTA DESERT PRIDE, MARBELLA, AND SIERRA DEL REY DEVELOPMENTS, ON THE SOUTH SIDE OF MILES AVENUE, EAST AND WEST OF ADAMS STREET AND RETENTION BASIN LOCATED AT THE CORNER OF ASHLEY WAY AND DESERT STREAM DRIVE

RECOMMENDATION

Award a contract to Urban Habitat to construct the La Quinta Landscape Renovation Improvements Project located at La Quinta Desert Pride, Marbella, and Sierra Del Rey developments, on the south side of Miles Avenue, east and west side of Adams Street and the retention basin located at the corner of Ashley Way and Desert Stream Drive; and authorize the City Manager to execute the contract.

EXECUTIVE SUMMARY

- The projects are located at La Quinta Desert Pride Development and Marbella & Sierra Del Rey Developments.
 - The Desert Pride Development renovation (Project No. 2016-03F2), will take place on the south side of Miles Avenue, the entrance on Coldbrook Lane at Miles Avenue, the west side of Adams Street, the entrance on Bayberry Lane at Adams Street, and the entrance at Woodberry Lane at Adams Street (Attachment 1).
 - The Marbella and Sierra Del Rey Development renovations (Project 2016-03F3), will take place on the south side of Miles Avenue, east side entrance of Bridgette Way on Miles Avenue, east side of Adams Street, the entrance on Victoria Drive at Adams Street, and the retention basin located at the corner of Ashley Way and Desert Stream Drive.
- Urban Habitat of La Quinta, California, submitted the lowest responsible and responsive bid at \$1,595,208.71 (Attachment 2).

FISCAL IMPACT

The 2020/21 Capital Improvement Program (CIP) allocates \$9,963,148 to Landscape Renovation projects; \$9,043,914 of Measure G Funds, \$426,073 of General Funds, \$479,661 of CVWD reimbursement, and \$13,500 of Arts in Public Places Funds. The following is the project budget:

	Total Budget (All Phases)	Phase 6.1 – Topaz	Phase 6.2&6.3 – Desert Pride, Marbella & Sierra Del Rey
Professional:	\$ 547,258	\$ 20,000	\$ 35,000
Design:	\$ 699,212	\$ 86,692	\$ 121,070
Inspection/Testing/Survey:	\$ 677,242	\$ 115,000	\$ 40,000
Construction:	\$ 6,970,407	\$ 648,851	\$ 1,595,208
Contingency:	\$ 1,069,029	\$ 119,457	\$ 160,000
Total Budget:	\$ 9,963,148	\$ 990,000	\$ 1,951,278

*Note:

- ✓ Approximately \$3,500,000 is expected to be available for the construction of Landscape Renovation Turf Conversion projects (X-Park, and Cactus Flower).
- ✓ Staff anticipates approximately \$48,000 in Coachella Valley Water District (CVWD) turf rebates.

BACKGROUND/ANALYSIS

The 2020/21 CIP prioritizes renovating the parkways in North La Quinta over the next year. These improvements will entail converting turf to the Desert Oasis landscape palette, which uses hardscape textures with minimal planting to create an aesthetically pleasing environment with lower installation, long-term maintenance, and water costs. Wall cleaning/painting complete the renovation effort.

The parkway renovation effort is divided into seven phases. The sixth phase was divided into three sub-phases: 1. Topaz, 2. Desert Pride, 3. Sierra Del Rey & Marbella. The seventh phase, located at the Cactus Flower Development, is beginning design.

On June 7, 2022, staff solicited construction bids from qualified contractors. The City received 3 bids on July 6, 2022. Urban Habitat of La Quinta, California, submitted the lowest responsible and responsive bid at \$1,595,208.71

Contingent upon award of the project on July 19, 2022, the following is the project schedule:

Council Considers Project Award	July 19, 2022
Execute Contract and Mobilize	July 20 to August 2, 2022
Construction (90 Working Days)	August 2022 to January 2023
Accept Improvements	March 2023

ALTERNATIVES

Staff does not recommend an alternative.

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

Attachments: 1. Project Vicinity Map
2. Bid Comparison Summary

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Vicinity Map

Landscape Renovation



- Legend**
- Blueline Streams
 - City Areas
 - World Street Map



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.

Notes



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Engineer's Estimate - Base Bids						
BASE BID AREA 01 - Desert Pride						
Item	Item Description	Unit	Quantity	Unit Price	Total Cost	
1	Mobilization	LS	1	\$ 42,000.00	\$	42,000.00
2	Traffic Control and Plans	LS	1	\$ 29,800.00	\$	29,800.00
3	Dust Control	LS	1	\$ 25,379.00	\$	25,379.00
4	Clearing and Grubbing	LS	1	\$ 8,460.00	\$	8,460.00
5	Demolition and Disposal	LS	1	\$ 21,000.00	\$	21,000.00
6	Modify, Relocate, and Repair Existing Lighting Electrical System with New Fixtures	LS	1	\$ 20,000.00	\$	20,000.00
7	Install Solar Lighting	LS	1	\$ 10,000.00	\$	10,000.00
8	Install New Sleeving per City Standard 600	LF	180	\$ 50.00	\$	9,000.00
9	Remove and Replace 6' Sidewalk per City Standard No. 245	SF	675	\$ 10.00	\$	6,750.00
10	Wall Cleaning	LS	1	\$ 40,992.00	\$	40,992.00
11	Soil Prep and Fine Grading	LS	1	\$ 22,394.00	\$	22,394.00
12	Furnish and Install Boulders per Plan - "Rustic Brown", 2' -3'	EA	150	\$ 125.00	\$	18,750.00
13	Furnish and Install 3/8" Apache Brown Crushed Rock	SF	9,756	\$ 1.88	\$	18,341.28
14	Furnish and Install 12"-18" Sierra Cobble	SF	94	\$ 2.00	\$	188.00
15	Furnish and Install 3/4" Desert Gold Crushed Rock	SF	56,345	\$ 1.30	\$	73,248.50
16	Furnish and Install 6" Minus Baja Cresta Rubble	SF	20,585	\$ 3.50	\$	72,047.50
17	Furnish and Install PermaLoc Header - Asphalt Edge	LF	170	\$ 10.00	\$	1,700.00
18	Furnish and Install Landscaping Per Plan	LS	1	\$ 30,425.00	\$	30,425.00
19	Furnish and Install Irrigation per Plan	LS	1	\$ 235,372.00	\$	235,372.00
20	Furnish and Install Keystone Block Tree Well - 5 Course Stack (Complete in place per detail)	LF	243	\$ 80.00	\$	19,440.00
21	Furnish and Install Keystone Block Retaining Wall - 4 Course Stack	LF	776	\$ 90.00	\$	69,840.00
22	Furnish and Install Keystone Block Retaining Wall - 6 Course Stack	LF	709	\$ 100.00	\$	70,900.00
23	90 - Day Maintenance Period	LS	1	\$ 2,576.00	\$	2,576.00
Sub-Total Base Bid Area 01 Bid:						\$ 848,603.28

Urban Habitat	
Unit Price	Total Cost
\$ 19,342.46	\$ 19,342.46
\$ 3,729.27	\$ 3,729.27
\$ 10,348.71	\$ 10,348.71
\$ 44,465.29	\$ 44,465.29
\$ 32,196.00	\$ 32,196.00
\$ -	\$ -
\$ 43,607.55	\$ 43,607.55
\$ 234.48	\$ 42,206.40
\$ 31.08	\$ 20,979.00
\$ 9,298.30	\$ 9,298.30
\$ 7,458.53	\$ 7,458.53
\$ 217.54	\$ 32,631.00
\$ 1.86	\$ 18,146.16
\$ 14.92	\$ 1,402.48
\$ 1.80	\$ 101,421.00
\$ 3.48	\$ 71,635.80
\$ 14.92	\$ 2,536.40
\$ 51,588.18	\$ 51,588.18
\$ 172,167.80	\$ 172,167.80
\$ 54.52	\$ 13,248.36
\$ 45.71	\$ 35,470.96
\$ 62.71	\$ 44,461.39
\$ 19,889.42	\$ 19,889.42
\$ 798,230.46	

Conserve LandCare	
Unit Price	Total Cost
\$ 25,000.00	\$ 25,000.00
\$ 25,000.00	\$ 25,000.00
\$ 12,500.00	\$ 12,500.00
\$ 60,000.00	\$ 60,000.00
\$ 60,000.00	\$ 60,000.00
\$ 5,000.00	\$ 5,000.00
\$ 50,000.00	\$ 50,000.00
\$ 25.00	\$ 4,500.00
\$ 25.00	\$ 16,875.00
\$ 5,000.00	\$ 5,000.00
\$ 15,000.00	\$ 15,000.00
\$ 100.00	\$ 15,000.00
\$ 2.00	\$ 19,512.00
\$ 4.00	\$ 376.00
\$ 1.25	\$ 70,431.25
\$ 4.00	\$ 82,340.00
\$ 8.00	\$ 1,360.00
\$ 55,000.00	\$ 55,000.00
\$ 200,000.00	\$ 200,000.00
\$ 75.00	\$ 18,225.00
\$ 60.00	\$ 46,560.00
\$ 100.00	\$ 70,900.00
\$ 10,000.00	\$ 10,000.00
\$ 868,579.25	

Marina Landscape, Inc.	
Unit Price	Total Cost
\$ 50,000.00	\$ 50,000.00
\$ 25,000.00	\$ 25,000.00
\$ 16,000.00	\$ 16,000.00
\$ 70,000.00	\$ 70,000.00
\$ 95,000.00	\$ 95,000.00
\$ 1.00	\$ 1.00
\$ 26,000.00	\$ 26,000.00
\$ 60.00	\$ 10,800.00
\$ 35.00	\$ 23,625.00
\$ 8,000.00	\$ 8,000.00
\$ 30,500.00	\$ 30,500.00
\$ 115.00	\$ 17,250.00
\$ 1.60	\$ 15,609.60
\$ 11.00	\$ 1,034.00
\$ 0.95	\$ 53,527.75
\$ 3.00	\$ 61,755.00
\$ 10.50	\$ 1,785.00
\$ 28,000.00	\$ 28,000.00
\$ 240,000.00	\$ 240,000.00
\$ 170.00	\$ 41,310.00
\$ 81.00	\$ 62,856.00
\$ 110.00	\$ 77,990.00
\$ 7,500.00	\$ 7,500.00
\$ 963,543.35	

BASE BID AREA 02 - Marbella and Sierra Del Rey						
Item	Item Description	Unit	Quantity	Unit Price	Total Cost	
24	Mobilization	LS	1	\$ 40,000.00	\$	40,000.00
25	Traffic Control and Plans	LS	1	\$ 29,800.00	\$	29,800.00
26	Dust Control	LS	1	\$ 18,026.00	\$	18,026.00
27	Clearing and Grubbing	LS	1	\$ 89,536.00	\$	89,536.00
28	Demolition and Disposal	LS	1	\$ 51,750.00	\$	51,750.00
29	Modify, Relocate, and Repair Existing Lighting Electrical System w/ New Fixtures	LS	1	\$ 15,000.00	\$	15,000.00
30	Install New Sleeving per City Standard 600	LF	60	\$ 50.00	\$	3,000.00
31	Remove and Replace 6' Sidewalk per City Standard No. 245	SF	70	\$ 10.00	\$	700.00
32	Metal Fencing	LF	185	\$ 175.00	\$	32,375.00
33	Wall Cleaning	LS	1	\$ 576.00	\$	576.00
34	Wall Patching and Painting	SF	7,000	\$ 1.75	\$	12,250.00
35	Soil Prep and Fine Grading	LS	1	\$ 15,905.00	\$	15,905.00
36	Furnish and Install Boulder - "Baja Cresta Red", 2'-3'	EA	126	\$ 125.00	\$	15,750.00
37	Furnish and Install 3/8" Apache Brown Crushed Rock	SF	8,090	\$ 1.88	\$	15,209.20
38	Furnish and Install 3/8" Desert Gold Stabilized Decomposed Granite	SF	6,865	\$ 2.00	\$	13,730.00
39	Furnish and Install 3/4" Desert Gold Crushed Rock	SF	68,260	\$ 1.30	\$	88,738.00
40	Furnish and Install 6" Minus Baja Cresta Rubble	SF	11,198	\$ 3.50	\$	39,193.00
41	Furnish and Install 6" Minus Cresta Rubble	SF	3,559	\$ 3.50	\$	12,456.50
42	Furnish and Install 12" - 18" Sierra Cobble	SF	103	\$ 2.00	\$	206.00
43	Furnish and Install PermaLoc Header - Asphalt Edge	LF	1,767	\$ 10.00	\$	17,670.00
44	Furnish and Install Landscaping per Plan	LS	1	\$ 43,295.00	\$	43,295.00
45	Furnish and Install Irrigation per Plan	LS	1	\$ 277,037.00	\$	277,037.00
46	Furnish and Install Keystone Block	LF	38	\$ 80.00	\$	3,040.00
47	90 - Day Maintenance Period	LS	1	\$ 4,736.00	\$	4,736.00
Sub-Total Base Bid Area 02 Bid:						\$ 839,978.70

Unit Price	Total Cost
\$ 19,342.46	\$ 19,342.46
\$ 3,729.27	\$ 3,729.27
\$ 10,348.71	\$ 10,348.71
\$ 85,602.20	\$ 85,602.20
\$ 37,093.77	\$ 37,093.77
\$ 24,414.26	\$ 24,414.26
\$ 263.04	\$ 15,782.40
\$ 31.08	\$ 2,175.60
\$ 503.35	\$ 93,119.75
\$ 6,762.40	\$ 6,762.40
\$ 2.32	\$ 16,240.00
\$ 7,707.15	\$ 7,707.15
\$ 217.54	\$ 27,410.04
\$ 1.86	\$ 15,047.40
\$ 1.55	\$ 10,640.75
\$ 1.12	\$ 76,451.20
\$ 3.48	\$ 38,969.04
\$ 3.48	\$ 12,385.32
\$ 14.92	\$ 1,536.76
\$ 14.92	\$ 26,363.64
\$ 49,847.86	\$ 49,847.86
\$ 165,514.79	\$ 165,514.79
\$ 40.30	\$ 1,531.40
\$ 21,754.05	\$ 21,754.05
\$ 769,770.22	

Unit Price	Total Cost
\$ 25,000.00	\$ 25,000.00
\$ 15,000.00	\$ 15,000.00
\$ 12,500.00	\$ 12,500.00
\$ 40,000.00	\$ 40,000.00
\$ 40,000.00	\$ 40,000.00
\$ 25,000.00	\$ 25,000.00
\$ 25.00	\$ 1,500.00
\$ 25.00	\$ 1,750.00
\$ 200.00	\$ 37,000.00
\$ 5,000.00	\$ 5,000.00
\$ 1.50	\$ 10,500.00
\$ 15,000.00	\$ 15,000.00
\$ 100.00	\$ 12,600.00
\$ 2.00	\$ 16,180.00
\$ 2.00	\$ 13,730.00
\$ 1.25	\$ 85,325.00
\$ 4.00	\$ 44,792.00
\$ 3.50	\$ 12,456.50
\$ 4.00	\$ 412.00
\$ 8.00	\$ 14,136.00
\$ 70,000.00	\$ 70,000.00
\$ 200,000.00	\$ 200,000.00
\$ 130.00	\$ 4,940.00
\$ 10,000.00	\$ 10,000.00
\$ 712,821.50	

Unit Price	Total Cost
\$ 68,100.00	\$ 68,100.00
\$ 12,000.00	\$ 12,000.00
\$ 11,700.00	\$ 11,700.00
\$ 85,000.00	\$ 85,000.00
\$ 60,600.00	\$ 60,600.00
\$ 28,000.00	\$ 28,000.00
\$ 60.00	\$ 3,600.00
\$ 35.00	\$ 2,450.00
\$ 112.00	\$ 20,720.00
\$ 2,525.00	\$ 2,525.00
\$ 3.65	\$ 25,550.00
\$ 30,400.00	\$ 30,400.00
\$ 140.00	\$ 17,640.00
\$ 2.20	\$ 17,798.00
\$ 2.00	\$ 13,730.00
\$ 0.90	\$ 61,434.00
\$ 3.15	\$ 35,273.70
\$ 2.50	\$ 8,897.50
\$ 11.00	\$ 1,133.00
\$ 9.75	\$ 17,228.25
\$ 33,000.00	\$ 33,000.00
\$ 160,300.00	\$ 160,300.00
\$ 70.00	\$ 2,660.00
\$ 15,000.00	\$ 15,000.00
\$ 734,739.45	

Engineer's Estimate - Base Bids						Urban Habitat		Conserve LandCare		Marina Landscape, Inc.	
ADDITIVE ALTERNATE 01 - Marbella and Sierra Del Rey											
Item	Item Description	Unit	Quantity	Unit Price	Total Cost						
A1.1	Mobilization	LS	1	4000	\$ 4,000.00	\$ 3,107.72	\$ 3,107.72	\$ 15,000.00	\$ 15,000.00	\$ 1,200.00	\$ 1,200.00
A1.2	Sand Filter Maintenance	LS	1	25000	\$ 25,000.00	\$ 24,100.31	\$ 24,100.31	\$ 40,000.00	\$ 40,000.00	\$ 16,000.00	\$ 16,000.00
Sub-Total Additive Alternate 01 Bid:						\$ 29,000.00	\$ 27,208.03	\$ 55,000.00	\$ 55,000.00	\$ 17,200.00	\$ 17,200.00
Grand Total Base Bid Area 01 , Base Bid Area 02 and Additive Alternate 01:						\$ 1,717,581.98	\$ 1,595,208.71	\$ 1,636,400.75	\$ 1,636,400.75	\$ 1,715,482.80	\$ 1,715,482.80

Miscaluations and Rounding Errors

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: AWARD CONTRACT TO URBAN HABITAT FOR CONSTRUCTION OF THE LA QUINTA LANDSCAPE IMPROVEMENTS PROJECT NO. 2016-03G, LOCATED AT THE LA QUINTA X-PARK, ON THE SOUTH SIDE OF WESTWARD HO DRIVE AND EAST SIDE OF DUNE PALMS ROAD

RECOMMENDATION

Award a contract to Urban Habitat to construct the La Quinta Landscape Improvements Project located at the La Quinta X-Park, on the south side of Westward Ho Drive and east side of Dune Palms Road; and authorize the City Manager to execute the contract.

EXECUTIVE SUMMARY

- This landscape improvement project will complete the Measure G-funded La Quinta Landscape Renovation Project. The limits of the project include the frontage of the X-Park on both Dune Palms Road and Westward Ho Drive and the interior of the X-Park (Attachment 1).
- The project includes:
 - Placing approximately 49,000 square feet of decomposed granite on the interior of the X-Park adjacent to features;
 - Placing parkway and driveway landscaping on approximately 30,000 square feet using the Desert Oasis plant pallet;
 - Wall cleaning and painting
- Urban Habitat of La Quinta, California, submitted the lowest responsible and responsive bid at \$529,819.52 (Attachment 2).

FISCAL IMPACT

The 2020/21 Capital Improvement Program (CIP) allocates \$9,963,148 to Landscape Renovation projects; \$9,043,914 of Measure G Funds, \$426,073 of General Funds, \$479,661 of CVWD reimbursement, and \$13,500 of Arts in Public Places Funds. The following is the project budget:

	Total Budget (All Phases)	Phase 6.1 – Topaz	Phase 6.2&6.3 – Desert Pride, Marbella & Sierra Del Rey	X-Park*
Professional:	\$ 547,258	\$ 20,000	\$ 35,000	\$ 15,000
Design:	\$ 699,212	\$ 86,692	\$ 121,070	\$ 30,000
Inspection/Testing/Survey:	\$ 677,242	\$ 115,000	\$ 40,000	\$ 10,000
Construction:	\$ 6,970,407	\$ 648,851	\$ 1,595,208	\$ 529,820
Contingency:	\$ 1,069,029	\$ 119,457	\$ 160,000	\$ 30,000
Total Budget:	\$ 9,963,148	\$ 990,000	\$ 1,951,278	\$ 614,820

*Note:

Approximately \$3,000,000 is expected to be available for the construction of Landscape Renovation Turf Conversion projects (Cactus Flower).

BACKGROUND/ANALYSIS

These improvements will entail completing the improvements at the X-Park with landscaping. The landscaping is designed using the Desert Oasis landscape palette, which uses hardscape textures with minimal planting to create an aesthetically pleasing environment with lower installation, long-term maintenance, and water costs. Both natural and artificial turf will be used at standing and resting areas. Wall cleaning/painting complete the renovation effort. There will also be a 'board yard' installed to allow participants to leave portions of skate boards no longer useable; this is a concept brought over from the skate park at the La Quinta Park.

In order to keep dust and maintenance at a minimum, decomposed granite, turf, and artificial turf will be used on the interior of the X-Park. This will also allow for guests to freely move around the interior of the park without the need to avoid planting material.

On June 7, 2022, staff solicited construction bids from qualified contractors. The City received 2 bids on July 6, 2022. Urban Habitat of La Quinta, California, submitted the lowest responsible and responsive bid at \$529,819.52.

Contingent upon award of the project on July 19, 2022, the following is the project schedule:

Council Considers Project Award	July 19, 2022
Execute Contract and Mobilize	July 20 to August 12, 2022
Construction (30 Working Days)	August to September 2022
Accept Improvements	October 2022

ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Julie Mignogna, Management Analyst

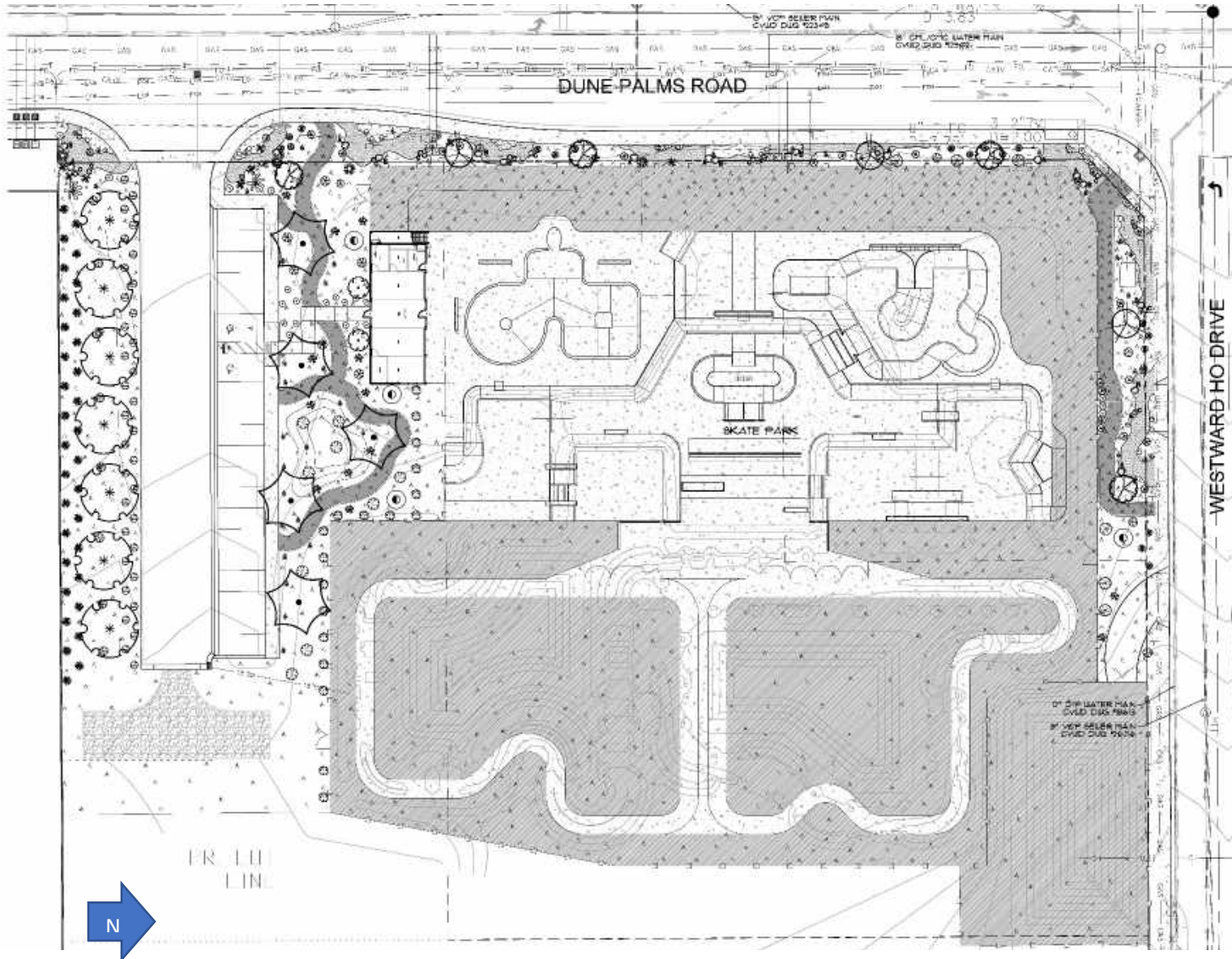
Approved by: Bryan McKinney, P.E., Public Works Director/ City Engineer

Attachments:

1. Project Vicinity Map
2. Bid Comparison Summary

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ATTACHMENT 1



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Engineer's Estimate - Base Bid						Urban Habitat		Marina Landscape, Inc.	
Item	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 50,330.00	\$ 50,330.00	\$ 8,467.09	\$ 8,467.09	\$ 21,000.00	\$ 21,000.00
2	Traffic Control	LS	1	\$ 10,300.00	\$ 10,300.00	\$ 1,320.92	\$ 1,320.92	\$ 3,000.00	\$ 3,000.00
3	Dust Control	LS	1	\$ 13,306.00	\$ 13,306.00	\$ 7,331.10	\$ 7,331.10	\$ 15,000.00	\$ 15,000.00
4	Demolition and Disposal per Plans (including bollard removal)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,071.42	\$ 9,071.42	\$ 15,000.00	\$ 15,000.00
5	Site Walls per Plan	SF	12	\$ 55.00	\$ 660.00	\$ 132.09	\$ 1,585.08	\$ 1,600.00	\$ 19,200.00
6	Clean/Paint Walls per Plan	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 6,510.28	\$ 6,510.28	\$ 4,000.00	\$ 4,000.00
7	Concrete for Board Yard per Plans	SF	108	\$ 10.00	\$ 1,080.00	\$ 19.81	\$ 2,139.48	\$ 70.00	\$ 7,560.00
8	Sidewalk Construction per Plans	SF	600	\$ 10.00	\$ 6,000.00	\$ 24.20	\$ 14,520.00	\$ 30.00	\$ 18,000.00
9	Stamped Concrete per Plans	SF	483	\$ 10.00	\$ 4,830.00	\$ 26.41	\$ 12,756.03	\$ 48.50	\$ 23,425.50
10	Drainage Concrete Box/Grate per Plans	EA	7	\$ 210.00	\$ 1,470.00	\$ 264.18	\$ 1,849.26	\$ 480.00	\$ 3,360.00
11	Full Depth Asphalt Concrete Grind (4"±), Compact Existing Aggregate Base, and 4" Asphalt Concrete Overlay	SF	8	\$ 40.00	\$ 320.00	\$ 396.27	\$ 3,170.16	\$ 1,250.00	\$ 10,000.00
12	Modification of Existing Fence and Furnish and Install Pedestrian Gate per Plans	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 10,303.17	\$ 10,303.17	\$ 9,375.00	\$ 9,375.00
13	Trash Enclosure per Plans	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 50,729.94	\$ 50,729.94	\$ 100,000.00	\$ 100,000.00
14	Keystone Block Wall 6" high block, 3-course. Locations to be determined in field	LF	100	\$ 80.00	\$ 8,000.00	\$ 49.05	\$ 4,905.00	\$ 80.00	\$ 8,000.00
15	Clearing, Grubbing, Weed Abatement, and Soil Preparation (including rock and debris removal)	LS	1	\$ 11,741.00	\$ 11,741.00	\$ 14,899.98	\$ 14,899.98	\$ 10,500.00	\$ 10,500.00
16	Curb, including mow curb, median type curb, and modified median curb as designated in the Plans	LF	1,802	\$ 10.00	\$ 18,020.00	\$ 21.58	\$ 38,887.16	\$ 55.00	\$ 99,110.00
17	3/4" Crushed Rock - Desert Gold	SF	18,036	\$ 1.50	\$ 27,054.00	\$ 1.19	\$ 21,462.84	\$ 0.90	\$ 16,232.40
18	6" Minus Baja Cresta Rubble	SF	2,651	\$ 3.50	\$ 9,278.50	\$ 3.77	\$ 9,994.27	\$ 2.80	\$ 7,422.80
19	3/8" Crushed Rock - Apache Brown	SF	1,018	\$ 1.88	\$ 1,913.84	\$ 2.25	\$ 2,290.50	\$ 0.90	\$ 916.20
20	3/8" Minus Decomposed Granite - Desert Gold	SF	36,145	\$ 2.00	\$ 72,290.00	\$ 1.46	\$ 52,771.70	\$ 1.60	\$ 57,832.00
21	3/8" Minus Stabilized Decomposed Granite - Desert Gold	SF	12,615	\$ 2.50	\$ 31,537.50	\$ 1.26	\$ 15,894.90	\$ 1.60	\$ 20,184.00
22	Lawn - Sod	SF	4,215	\$ 2.50	\$ 10,537.50	\$ 1.46	\$ 6,153.90	\$ 1.00	\$ 4,215.00
23	Artificial Turf with Heatblock Technology	SF	3,590	\$ 9.50	\$ 34,105.00	\$ 20.79	\$ 74,636.10	\$ 15.50	\$ 55,645.00
24	Furnish and Install Boulders per Plans	EA	36	\$ 125.00	\$ 4,500.00	\$ 231.16	\$ 8,321.76	\$ 130.00	\$ 4,680.00
25	Furnish and Install Landscaping per Plans	LS	1	\$ 18,005.00	\$ 18,005.00	\$ 57,198.49	\$ 57,198.49	\$ 42,000.00	\$ 42,000.00
26	Furnish and Install Irrigation per Plans	LS	1	\$ 43,613.00	\$ 43,613.00	\$ 74,719.18	\$ 74,719.18	\$ 80,000.00	\$ 80,000.00
27	90 - Day Maintenance Period	LS	1	\$ 2,375.00	\$ 2,375.00	\$ 15,851.04	\$ 15,851.04	\$ 1,500.00	\$ 1,500.00
28	Apply Stained Arrow per Caltrans Standard Plan A24A, Bike Lane Arrow, Three-part application	EA	1	\$ 500.00	\$ 500.00	\$ 2,078.77	\$ 2,078.77	\$ 4,000.00	\$ 4,000.00
Sub-Total Base Bid:					\$ 419,766.34		\$ 529,819.52		\$ 661,157.90

Grand Total Base Bid \$ 419,766.34

\$ 529,819.52

\$ 661,157.90

Miscalculations and Rounding Errors

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City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: AUTHORIZE OVERNIGHT TRAVEL FOR THE DESIGN AND DEVELOPMENT DIRECTOR, PLANNING MANAGER, SENIOR AND ASSOCIATE PLANNERS TO ATTEND AMERICAN PLANNING ASSOCIATION CALIFORNIA CHAPTER'S ANNUAL CONFERENCE IN ANAHEIM, CALIFORNIA, OCTOBER 1-4, 2022

RECOMMENDATION

Authorize overnight travel for the Design and Development Director, Planning Manager, Senior and Associate Planners to attend the American Planning Association California Chapter's Annual Conference in Anaheim, California, October 1-4, 2022.

EXECUTIVE SUMMARY

- The American Planning Association (APA) California Chapter is a network of practicing planners, citizens, and elected officials committed to urban, suburban, regional, and rural planning in the State of California.
- The APA Conference attendees will participate in educational sessions, discussion forums and networking.

FISCAL IMPACT

Estimated expenses are \$1,800 per attendee and includes conference registration, hotel, parking, travel, and meals for four days. Funds are included in the Design and Development 2022/2023 Travel and Training budget (101-6001-60320 and 101-6002-60320).

BACKGROUND/ANALYSIS

The APA Conference provides networking and educational opportunities for planning professionals throughout California and the United States. The conference includes keynote speakers, concurrent tracks of programs/seminars, and practical "nuts and bolts" planning sessions dealing with various topics including recent trends and practices regarding land use policies, housing, community engagement, and environmental legislation.

Recognizing that much of this conference occurs over the weekend, the planning staff attending will stagger their time during normal working hours to insure proper coverage in the department.

ALTERNATIVES

Council may elect not to authorize this request.

Prepared by: Cheri Flores, Planning Manager

Approved by: Danny Castro, Design and Development Director

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: EXCUSE ABSENCE OF COMMISSIONER CALDWELL FROM THE JULY 12, 2022 PLANNING COMMISSION MEETING

RECOMMENDATION

Excuse absence of Commissioner Mary Caldwell from the July 12, 2022 Planning Commission meeting.

EXECUTIVE SUMMARY

- On May 12, 2022, Commissioner Caldwell requested to be excused from the July 12, 2022 Planning Commission Meeting, as she would be out of the country.
- Commissioner Caldwell has no excused or unexcused absences for fiscal year 2022/23.

FISCAL IMPACT

No meeting attendance compensation is paid to absent members.

BACKGROUND/ANALYSIS

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

ALTERNATIVES

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

Prepared by: Laurie McGinley, Acting Deputy City Clerk
Approved by: Monika Radeva, City Clerk

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City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: AFFIRM RESOLUTION NO. 2021-035 FINDINGS RELATED TO THE STATE OF EMERGENCY DUE TO COVID-19 AUTHORIZING THE CITY MANAGER TO IMPLEMENT TELECONFERENCE ACCESSIBILITY ONLY WHEN A PUBLIC MEETING OF THE LEGISLATIVE BODY IS HELD VIRTUALLY PURSUANT TO ASSEMBLY BILL 361 (STATS. 2021, CH. 165)

RECOMMENDATION

Affirm Resolution No. 2021-035 findings related to the state of emergency due to COVID-19 authorizing the City Manager to implement teleconference accessibility only when a public meeting of the legislative body is held virtually pursuant to Assembly Bill 361 (Stats. 2021, Ch. 165).

EXECUTIVE SUMMARY

- Pursuant to Assembly Bill 361 (Stats. 2021, Ch. 165) (AB 361), which waived certain provisions of the Ralph M. Brown Act (Brown Act) and authorized local agencies to hold public meetings via teleconferencing whenever a state of emergency exists that makes it unsafe to meet in person, Council must reconsider the circumstances of the state of emergency every 30 days and affirm the required findings in order to continue to allow teleconference accessibility for public meetings.
- On September 28, 2021, Council adopted Resolution No. 2021-035 (Attachment 1) making the required findings under AB 361 and authorizing the City Manager to implement teleconference accessibility to conduct public meetings.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

AB 361 was signed into law by the Governor on September 16, 2021, which went into effect immediately as urgency legislation (codified under Government Code § 54953) and waived certain provisions of the Brown Act in order to allow local agencies to continue to meet remotely. Specifically, the bill allows remote teleconference flexibility, but only when there is a state of emergency that makes it unsafe to meet in person.

In addition, AB 361 added specific procedures and clarified the requirements for conducting remote meetings, including the opportunity for the public to provide public comment in real time; the legislative body shall take no actions during disruptions; and the legislative body, by majority vote, shall determine that meeting in person would present imminent risk to the health or safety of attendees and shall affirm these findings every 30 days, in order to continue to allow teleconference accessibility for conducting public meetings [Government Code § 54953(e)(3)]. AB 361 will sunset on January 1, 2024.

The City has implemented procedures for conducting public meetings to ensure full compliance with AB 361. In addition to the ability to attend public meetings in-person, teleconference accessibility via call-in option or an internet-based service option (via the Zoom Webinars platform) is listed on the published agenda for each meeting as well as on the City's website. The City monitors attendance via teleconference as well as email correspondence (as published on the agenda) throughout each public meeting and provides access for public comment opportunities in real time both verbally and in writing.

On September 28, 2021, Council adopted Resolution No. 2021-035 making the initially required findings under AB 361 in order to allow the City to continue to offer teleconference accessibility for public meetings after September 30, 2021, to help mitigate the spread of COVID-19.

As noted above, Council must reconsider the state of emergency due to COVID-19 every 30 days and affirm the findings under Resolution No. 2021-035. If approved, AB 361 teleconference procedures and accessibility for conducting public meetings would still be authorized, but notices of City legislative body meetings and agendas will include teleconference instructions and ability to participate by teleconference only when such AB 361 procedures are applied.

Council has affirmed the findings under Resolution No. 2021-035 as follows:

- October 19, 2021
- November 16, 2021
- December 7, 2021
- December 21, 2021
- January 18, 2022
- February 15, 2022
- March 15, 2022
- April 5, 2022
- May 3, 2022
- May 17, 2022
- June 7, 2022
- June 21, 2022

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

Attachment: 1. Council Resolution No. 2021-035

RESOLUTION NO. 2021 - 035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO IMPLEMENT TELECONFERENCE ACCESSIBILITY FOR CONDUCTING PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 361 (STATS. 2021, CH. 165)

WHEREAS, on March 4, 2020, the Governor of California proclaimed a State of Emergency to exist in California as a result of the threat of novel coronavirus disease 2019 (COVID-19); and

WHEREAS, on March 17, 2020, the City Council adopted Emergency Resolution No. EM 2020-001, proclaiming a local emergency as defined in La Quinta Municipal Code Section 2.20.020, due to the threat of the existence and spread of COVID-19; and

WHEREAS, on March 17, 2020, the Governor of California executed Executive Order N-29-20 which suspended and modified specified provisions in the Ralph M. Brown Act (Government Code Section § 54950 *et seq.*) and authorized local legislative bodies to hold public meetings via teleconferencing and to make public meeting accessible telephonically or otherwise electronically to all members of the public seeking to observe and address the local legislative body; and

WHEREAS, on June 11, 2021, the Governor of California executed Executive Order N-08-21 which extended the provisions of Executive Order N-29-20 concerning teleconference accommodations for public meetings through September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor of California signed into law Assembly Bill 361 (AB 361, Rivas) (Stats. 2021, ch. 165) amending Government Code § 54953 and providing alternative teleconferencing requirements to conduct public meetings during a proclaimed state of emergency; and

WHEREAS, AB 361 (Stats. 2021, ch. 165) imposes requirements to ensure members of the public are able to attend and participate in public meetings conducted via teleconference, including:

- Notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option;
- The legislative body shall take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency’s control which prevents members of the public from offering public comments, until public access is restored;
- Prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for members of the public to address the legislative body and offer comments in real time;
- Prohibits the legislative body from closing the public comment period until the public comment period has elapsed or until a reasonable amount of time has elapsed; and

WHEREAS, the City has already implemented and is in full compliance with the requirements listed above when conducting public meetings via teleconference, which are now codified in Government Code § 54953(e)(2)(B-G); and

WHEREAS, pursuant to Government Code § 54953(e)(B), the legislative body shall hold a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees. The City Council must make these findings no later than 30 days after the first teleconferenced meeting is held pursuant to AB 361 (Stats. 2021, ch. 165) after September 30, 2021, and must also make these findings every 30 days thereafter, in order to continue to allow teleconference accessibility for conducting public meetings.

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

SECTION 1. The City Council hereby declares that the recitals set forth above are true and correct, and incorporated into this resolution as findings of the City Council.

SECTION 2. The City Council hereby declares that a state of emergency as a result of the threat of COVID-19 still exists and continues to impact the ability of members of the public, the City Council, City Boards, Commissions, and Committees, City staff and consultants to meet safely in person.

SECTION 3. The State of California and the City of La Quinta continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), and/or County of Riverside, as applicable, including facial coverings when required and social distancing.

SECTION 4. The City Council hereby declares that, pursuant to the findings listed in this Resolution, the City Manager is authorized to utilize teleconferencing accessibility to conduct public meetings pursuant to AB 361 (Stats. 2021, ch. 165) and Government Code § 54953, as amended thereby.

SECTION 5. Severability: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution 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 Resolution. The City Council hereby declares that it would have adopted this Resolution and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

SECTION 6. Effective Date: This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 28th day of September, 2021, by the following vote:

AYES: Council Members Fitzpatrick, Peña, Radi, Sanchez, Mayor Evans

NOES: None

ABSENT: None

ABSTAIN: None

Resolution No. 2021 – 035
Teleconference Procedures for Conducting Public Meetings Pursuant to AB 361 (Stats. 2021, ch. 165)
Adopted: September 28, 2021
Page 4 of 4



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

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: APPROVE SHORT-FORM SERVICES AGREEMENTS WITH ACORN TECHNOLOGIES, INC TO PROVIDE TRAFFIC INFRASTRUCTURE INFORMATION TECHNOLOGY SUPPORT SERVICES AND PUBLIC SAFETY CAMERA SYSTEM INFORMATION TECHNOLOGY SUPPORT SERVICES

RECOMMENDATION

Approve Short-Form Services Agreements with Acorn Technologies, Inc., to provide traffic infrastructure information technology support services, and public safety camera system information technology support services; and authorize the City Manager to execute the agreements.

EXECUTIVE SUMMARY

- The City has invested \$3.25 million in City and Federal grant funds to install fiber optic traffic signal controller communications links and new traffic signal controllers; and has invested \$1.37 million in a Public Safety Camera System.
- The traffic signal control system is managed via Centrac's Traffic Management Software with three traffic servers and traffic infrastructure information technology (IT) support services are needed.
- IT support services are also needed for the City's Public Safety Camera System.
- Acorn Technologies, Inc. (Acorn) provides IT services for the City.
- Per the purchasing policy, amounts paid in total to vendors or contractors over \$50,000 must be approved by Council.

FISCAL IMPACT

Funding is available in the Information Technology services Software Implementation/Enhancements account (502-0000-71049) for the cost of both agreements, \$7,200 for traffic IT support and \$1,980 for public safety camera system IT support.

BACKGROUND/ANALYSIS

The City has invested \$156,100 in fiber optic signal interconnects and new traffic signal controllers in conjunction with the City's \$3.1 million investment in signal coordination citywide pursuant to the Highway Safety Improvement Program (HSIP) grants the City received in 2016. The City is working with the Coachella Valley Association of Governments (CVAG) to ensure that the City's system is coordinated with CVAG's valley-wide traffic signal coordination initiative. Once the CVAG valley-wide system is complete, they will be responsible for the information technology support for the City's system.

The City's current traffic signal control system employs Centrac's signal management software and has three servers (data base and communications). IT support services are needed to provide traffic infrastructure support and public safety camera system support, as needed. Acorn currently provides IT Services for the City and is qualified to provide the necessary services for the traffic and camera system infrastructure. The current contract with Acorn exceeds \$50,000 and per the purchasing policy, amounts paid in total to vendors or contractors over this threshold must be approved by Council.

ALTERNATIVES

Council may elect to deny, delay or modify these agreements, or direct staff to bid these services.

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

Attachments: 1. Traffic IT Agreement with Acorn Technologies, Inc.
2. Public Safety Camera IT Agreement with Acorn Technologies, Inc.



**CITY OF LA QUINTA
SHORT-FORM SERVICES AGREEMENT
(\$25,000 OR LESS)**

1. **PARTIES AND DATE.** This Agreement is made and entered into this 19th day of July, 2022, ("Effective Date") by and between the City of La Quinta, a Municipal Corporation and Charter City organized under the Constitution and laws of the State of California with its principal place of business at 78495 Calle Tampico, La Quinta, CA ("City") and Acorn Technology Services, with its principal place of business at 1960 Chicago Avenue Suite E9 Riverside, CA 92507 ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.
2. **TERMS AND CONDITIONS.** The Parties shall comply with the terms and conditions in the attached Exhibit "A."
3. **SCOPE AND SCHEDULE OF SERVICES.** Vendor shall provide to City the services pursuant to the date(s) and schedule(s) described in accordance with the schedule set forth in Exhibit "B."
4. **TERM.** The term of this Agreement shall be from July 1, 2022 to June 30, 2023, unless earlier terminated as set forth in the attached Terms and Conditions.
5. **COMPENSATION.** Vendor shall receive compensation for services rendered under this Agreement at the rates and schedule set forth in the attached Exhibit "C" but in no event shall Vendor's compensation exceed Seven Thousand Two Hundred Dollars (\$7,200) without written amendment.
6. **FORCE MAJEURE.** The time period specified 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 Vendor 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 Vendor shall within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay. The City 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 their judgment such delay is justified, and the City's determination shall be final and conclusive upon the parties to this Agreement. Extensions to time periods for performance of services, which are determined

by the City to be justified pursuant to this Section, shall not entitle the Vendor to additional compensation unless City expressly agrees to an increase in writing.

7. INSURANCE. In accordance with Section 4 of Exhibit "A," Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies to the City. **Vendor shall obtain policy endorsements on Commercial General Liability Insurance that name Additional Insureds as follows: The City of La Quinta, its officers, officials, employees and agents.**

Commercial General Liability Insurance:

- \$1,000,000 per occurrence/\$2,000,000 aggregate OR
- \$2,000,000 per occurrence/\$4,000,000 aggregate
- Additional Insured Endorsement naming City of La Quinta (above)
- Primary and Non-Contributory Endorsement

Automobile Liability:

- \$1,000,000 combined single limit for bodily injury and property damage.

Workers' Compensation:

- Statutory Limits / Employer's Liability \$1,000,000 per accident or disease
- Workers' Compensation Endorsement with Waiver of Subrogation

Professional Liability (Errors and Omissions):

- Errors and Omissions liability insurance with a limit of not less than \$1,000,000
per claim

Cyber Liability:

- \$1,000,000 per occurrence/\$2,000,000 aggregate

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF LA QUINTA
a California Municipal Corporation,
and Charter City

ACORN TECHNOLOGY SERVICES

JON MCMILLEN
City Manager

MICKY MCGUIRE
Chief Executive Officer

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 "A" TERMS AND CONDITIONS

1. Compensation. Vendor shall be paid on a time and materials or lump sum basis, as may be set forth in Exhibit "C", within 30 days of completion of the Work and approval by the City.

2. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. Vendor shall assist the City, as requested, in obtaining and maintaining all permits required of Vendor by Federal, State and local regulatory agencies. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work.

3. Standard of Care. The Vendor shall perform the Work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

4. Insurance. The Vendor shall take out and maintain, during the performance of all work under this Agreement: A. Commercial General Liability Insurance in the amounts specified in Section 7 of the Agreement for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001), and if no amount is selected in Section 7 of the Agreement, the amounts shall be \$1,000,000 per occurrence/\$2,000,000 aggregate; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per accident or disease. Vendor shall also submit to City a waiver of subrogation endorsement in favor of city, and D. Professional Liability (Errors and Omissions) coverage, if checked in section 6 of the Agreement, with a limit not less than \$1,000,000 per claim and which shall be

endorsed to include contractual liability. Insurance carriers shall be authorized by the Department of Insurance, State of California, to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A"; "Class VII" according to the latest Best Key Rating unless otherwise approved by the City.

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/ loss which shall include the following coverage: a. Liability arising from the theft, dissemination and/ or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information. b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems. c. Liability arising from the failure of technology products software) required under the contract for Consultant to properly perform the services intended. d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep -linking or framing, and infringement or violation of intellectual property rights. e. Liability arising from the failure to render professional services.

5. Indemnification. The Vendor shall indemnify and hold harmless the City, its Council, members of the Council, agents and employees of the City, against any and all claims, liabilities, expenses or damages, including responsible attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim of the Vendor or subcontractor for wages or benefits which arise in connection with the performance of this Agreement, except to the extent caused or resulting from the active negligence or willful misconduct of the City, its Council, members of the Council, agents and employees of the City. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to the City and the City's attorneys' fees incurred in such an action.

6. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

7. Termination. The City may terminate the services procured under this Agreement by giving 10 calendar days written notice to Vendor. In such event, the City shall be immediately given title and possession to any original field notes, drawings and specifications, written reports and other documents produced or developed for the services. The City shall pay Vendor the reasonable value of services completed prior to termination. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work. Vendor may terminate its obligation to provide services under this Agreement upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

8. Agreement Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than the City and the Vendor. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the Agreement. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Vendor is retained as an independent contractor and is not an employee of the City. No employee or agent of Vendor shall become an employee of the City. The individuals signing this Agreement represent that they have the authority to sign on behalf of the parties and bind the parties to this Agreement. This is an integrated Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

EXHIBIT "B"
SCOPE AND SCHEDULE OF SERVICES

SCOPE OF WORK:

Monthly Traffic Infrastructure support for:

- 1 New Network (Traffic)
- 3 Servers
- 1 Router
- 1 QNAP to store backup

SCHEDULE:

Vendor shall complete services identified in the Scope as requested by City within the time allowed by the total amount of Compensation.

EXHIBIT "C"
COMPENSATION FOR SERVICES

As provided in Section 5 of this Agreement, the maximum total Compensation to be paid to Vendor under this Agreement is Seven Thousand Two Hundred Dollars (\$7,200) ("Compensation") as detailed below. The Compensation shall be paid to Vendor for the work tasks performed and properly invoiced by Vendor.

Deliverables:

- Monthly maintenance fee for Traffic Infrastructure support (12 months)

\$600 per month for 12 months of support services

Total cost: \$7,200

[CLICK HERE to Return to Agenda](#)



**CITY OF LA QUINTA
SHORT-FORM SERVICES AGREEMENT
(\$25,000 OR LESS)**

1. **PARTIES AND DATE.** This Agreement is made and entered into this 19th day of July, 2022, ("Effective Date") by and between the City of La Quinta, a Municipal Corporation and Charter City organized under the Constitution and laws of the State of California with its principal place of business at 78495 Calle Tampico, La Quinta, CA ("City") and Acorn Technology Services, with its principal place of business at 1960 Chicago Avenue Suite E9 Riverside, CA 92507 ("Vendor"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.
2. **TERMS AND CONDITIONS.** The Parties shall comply with the terms and conditions in the attached Exhibit "A."
3. **SCOPE AND SCHEDULE OF SERVICES.** Vendor shall provide to City the services pursuant to the date(s) and schedule(s) described in accordance with the schedule set forth in Exhibit "B."
4. **TERM.** The term of this Agreement shall be from July 1, 2022 to June 30, 2023, unless earlier terminated as set forth in the attached Terms and Conditions.
5. **COMPENSATION.** Vendor shall receive compensation for services rendered under this Agreement at the rates and schedule set forth in the attached Exhibit "C" but in no event shall Vendor's compensation exceed One Thousand Nine Hundred and Eighty Dollars (\$1,980) without written amendment.
6. **FORCE MAJEURE.** The time period specified 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 Vendor 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 Vendor shall within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay. The City 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 their judgment such delay is justified, and the City's determination shall be final and conclusive upon the parties to this Agreement. Extensions to time periods for performance of services, which are determined

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- \$2,000,000 per occurrence/\$4,000,000 aggregate
- Additional Insured Endorsement naming City of La Quinta (above)
- Primary and Non-Contributory Endorsement

Automobile Liability:

- \$1,000,000 combined single limit for bodily injury and property damage.

Workers' Compensation:

- Statutory Limits / Employer's Liability \$1,000,000 per accident or disease
- Workers' Compensation Endorsement with Waiver of Subrogation

Professional Liability (Errors and Omissions):

- Errors and Omissions liability insurance with a limit of not less than \$1,000,000
per claim

Cyber Liability:

- \$1,000,000 per occurrence/\$2,000,000 aggregate

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF LA QUINTA
a California Municipal Corporation,
and Charter City

ACORN TECHNOLOGY SERVICES

JON MCMILLEN
City Manager

MICKY MCGUIRE
Chief Executive Officer

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 "A" TERMS AND CONDITIONS

1. Compensation. Vendor shall be paid on a time and materials or lump sum basis, as may be set forth in Exhibit "C", within 30 days of completion of the Work and approval by the City.

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3. Standard of Care. The Vendor shall perform the Work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

4. Insurance. The Vendor shall take out and maintain, during the performance of all work under this Agreement: A. Commercial General Liability Insurance in the amounts specified in Section 7 of the Agreement for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001), and if no amount is selected in Section 7 of the Agreement, the amounts shall be \$1,000,000 per occurrence/\$2,000,000 aggregate; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per accident or disease. Vendor shall also submit to City a waiver of subrogation endorsement in favor of city, and D. Professional Liability (Errors and Omissions) coverage, if checked in section 6 of the Agreement, with a limit not less than \$1,000,000 per claim and which shall be

endorsed to include contractual liability. Insurance carriers shall be authorized by the Department of Insurance, State of California, to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A"; "Class VII" according to the latest Best Key Rating unless otherwise approved by the City.

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/ loss which shall include the following coverage: a. Liability arising from the theft, dissemination and/ or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information. b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems. c. Liability arising from the failure of technology products software) required under the contract for Consultant to properly perform the services intended. d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep -linking or framing, and infringement or violation of intellectual property rights. e. Liability arising from the failure to render professional services.

5. Indemnification. The Vendor shall indemnify and hold harmless the City, its Council, members of the Council, agents and employees of the City, against any and all claims, liabilities, expenses or damages, including responsible attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim of the Vendor or subcontractor for wages or benefits which arise in connection with the performance of this Agreement, except to the extent caused or resulting from the active negligence or willful misconduct of the City, its Council, members of the Council, agents and employees of the City. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to the City and the City's attorneys' fees incurred in such an action.

6. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

7. Termination. The City may terminate the services procured under this Agreement by giving 10 calendar days written notice to Vendor. In such event, the City shall be immediately given title and possession to any original field notes, drawings and specifications, written reports and other documents produced or developed for the services. The City shall pay Vendor the reasonable value of services completed prior to termination. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work. Vendor may terminate its obligation to provide services under this Agreement upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

8. Agreement Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than the City and the Vendor. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the Agreement. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Vendor is retained as an independent contractor and is not an employee of the City. No employee or agent of Vendor shall become an employee of the City. The individuals signing this Agreement represent that they have the authority to sign on behalf of the parties and bind the parties to this Agreement. This is an integrated Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

EXHIBIT "B"
SCOPE AND SCHEDULE OF SERVICES

SCOPE OF WORK:

Monthly Public Safety Camera System support for:

- (1) Directory Server
- (1) Cisco Switch in the Server Rack

SCHEDULE:

Vendor shall complete services identified in the Scope as requested by City within the time allowed by the total amount of Compensation.

EXHIBIT "C"
COMPENSATION FOR SERVICES

As provided in Section 5 of this Agreement, the maximum total Compensation to be paid to Vendor under this Agreement is One Thousand Nine Hundred and Eighty Dollars (\$1,980) ("Compensation") as detailed below. The Compensation shall be paid to Vendor for the work tasks performed and properly invoiced by Vendor.

Deliverables:

- Monthly maintenance fee for Traffic Infrastructure support (12 months)

\$165 per month for 12 months of support services

Total cost: \$1,980

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES WITH GOVINVEST INC. TO ADD MODULES FOR LABOR COSTING AND FINANCIAL FORECASTING

RECOMMENDATION

Approve Amendment No. 1 to Agreement for Contracting Services with GovInvest Inc. to add modules for labor costing and financial forecasting, in the amount of \$17,000; and authorize the City Manager to execute the Amendment.

EXECUTIVE SUMMARY

- The City currently utilizes GovInvest Inc. for actuarial consulting and technology services that includes required annual pension and healthcare actuarial services in order to comply with Governmental Accounting Standards Board (GASB) Statements 68 and 75, which establish standards for the measurement, display, and recognition of Pension and Other Post-Employment Benefits (OPEB) expenses and liabilities.
- In November 2020, Council awarded the actuarial consulting and technology services contract to GovInvest Inc, which expires December 31, 2025.
- Amendment No. 1 (Amendment 1), included as Attachment 1, proposes the addition of modules for labor costing and financial forecasting.

FISCAL IMPACT

The annual cost for the additional modules will be \$17,000 for the initial term through December 31, 2025. Funds for these additional modules are available in the Finance Department account 101-1006-60104, Consultants; implementation fees are waived with upfront payment of the contract amount.

BACKGROUND/ANALYSIS

In November 2020, City Council awarded the actuarial consulting and technology services contract to GovInvest Inc, for a total not to exceed amount of \$106,000, for an initial term of five years, expiring December 31, 2025, with an option to extend for two additional years.

Amendment 1 proposes to add modules for labor costing and financial forecasting by an additional amount of \$17,000, increasing the contract for a total not to exceed amount of \$123,000, for the initial term through December 31, 2025; this pricing includes six months of complimentary service from July – December 2022.

The addition of these modules will assist the City by elevating the process of planning, forecasting and budgeting by eliminating manual spreadsheets, automating the forecasting and scenario planning process, increasing transparency and trust across departments with visual graphs, and projecting labor costs with instant analysis and measuring changes in workforce.

ALTERNATIVES

Staff does not recommend other alternatives.

Prepared by: Claudia Martinez, Finance Director
Approved by: Jon McMillen, City Manager

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

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH GOVINVEST INC.**

This Amendment No. 1 ("Amendment No. 1") to Professional Services Agreement ("Agreement") is made and entered into as of the 29th day of June 2022, ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and GovInvest Inc. ("Consultant").

RECITALS

WHEREAS, on or about December 1, 2020, the City and GovInvest Inc. entered into an Agreement to provide services related to actuarial consulting and technology services, for a total not to exceed amount of \$106,000. The term of the Agreement expires on December 31st, 2025 ("Initial Term"); and

WHEREAS, City and Contracting Party have mutually agreed to amend Section 1.1 - Scope of Services to include the addition of the labor costing module and financial forecasting module; and

WHEREAS, City and Contracting Party mutually agree to amend Section 2.1 - Contract Sum by an additional amount of \$17,000 to include compensation for the labor costing module and financial forecasting module, for a total not to exceed amount of \$123,000.

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

AMENDMENT

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

1. Section 2.1 is amended to read as follows:

Section 2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total not to exceed amount of One Hundred Six Thousand Dollars (**\$106,000**), and in an additional amount not to exceed Seventeen Thousand Dollars (**\$17,000**) during the Initial Term (**contingent upon approval from the La Quinta City Council**), for a contingent total not to exceed combined amount of One Hundred Twenty-Three Thousand Dollars (**\$123,000**) (the "Contract Sum"), except as provided in Section 1.6.

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 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: 6/30/2022

ATTEST:



MONIKA RADEVA, City Clerk
City of La Quinta, California

**CONSULTANT:
GovInvest, Inc.**

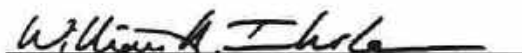


Max Stoff, Director of
Customer Success

Dated: 6/29/2022

Dated: _____

APPROVED AS TO FORM:



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

Exhibit A Scope of Services

Annual Fee Includes:

- Unlimited Logins: Credentials to access individual cloud-based portals.
- Portal Setup: Development of dedicated cloud-based portals.
- Features & Reports: All features and reporting functions available within the cloud-based portal.
- Setup, Support & Training: Dedicated support staff to assist in initial setup and unlimited ongoing training of the product and features. Refer to Implementation Steps below under User Training
- Support Resources: Access to labor costing experts, training tools, webinars and conferences hosted by Company.
- Expert Sessions: Scheduled training hosted by in-house finance, negotiations & budget experts, as well as peer government users with extensive experience using the product.
- Internal Presentation Support: In-house finance, negotiations and budget experts to support in developing and reviewing presentations based on product usage.
- Dedicated Customer Success Manager: Specialist assigned to Client to facilitate communication with all available resources.

Implementation Steps

- Introductory 1-on-1 meeting between Customer’s project sponsor and GovInvest onboarding lead
- Optional kick-off meeting with GovInvest onboarding lead and all customer stakeholders and others that will be involved in the onboarding process
- User training: Digital one-on-one or group sessions focused on setting up projects and using software to support Customer’s objectives.
- Project configuration: support the customer in building a cost project for their first bargaining group
- Census building: Support the customer building their census file through development of costing elements built into software and within the validation process.
- Validation: assist the customer in validating their results
- Support: answer customer questions as they come up about modelling or validation

Onboarding and implementation of the services included in this agreement, including data integration, data validation, training, and launch shall be completed by Customer with GovInvest onboarding team support. Implementation moves at pace of customer and their ability to compile appropriate data, understand MOU’s and GovInvest will support in software build out and representation of data.

Implementation Fee Includes	Annual Fee Includes
Initial Logins	Additional Logins
Initial Portal Setup	Ongoing Maintenance
Current Features & Reports	Future Features & Reports
Initial Setup & Training	Future Support & Training
Current Support Resources	Future Support Services
Expert Training Session	Annual Expert Sessions
Internal Presentation Review (By Appointment)	Ongoing Presentation Support (By Appointment)
Dedicated Customer Success Manager	Dedicated Customer Success Manager
Cloud Based	Downloads
Total Cost (Annual)	Employee Results
Total Cost (Cumulative)	Employees by Funding Source
Payroll (Annual)	Cost by Funding Source
Difference from the Baseline (Annual)	Accounts by Cost
Difference from Baseline (Cumulative)	Accounts by Cost Accounting ID
Cost Breakdown (Cumulative)	Accounts by Employee Accounting ID
Cost Detail (Annual)	Accounts by Funding Source
Cost Category Breakdown (Cumulative)	Employees by Account

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 Consultant under this Agreement is One Hundred Six Thousand Dollars (**\$106,000**), and an additional amount not to exceed Seventeen Thousand Dollars (**\$17,000**) during the Initial Term (contingent upon approval from the La Quinta City Council), for a contingent total not to exceed combined amount of One Hundred Twenty-Three Thousand Dollars (**\$123,000**) for the Initial Term.

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH LH PRODUCTIONS FOR AUDIO/VISUAL SERVICES

RECOMMENDATION

Approve Agreement for Contract Services with LH Productions for audio/visual services for an amount not to exceed \$80,000 per fiscal year, and an initial term of three year term; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- Since 2017, the City has utilized LH Productions (LH) services for several community events including the 9/11 Vigil, Veterans Recognition Ceremony, Tree Lighting Ceremony, and Concerts in the Park.
- Under the proposed Agreement for Contract Services (Attachment 1), LH would provide audio/visual services for a three-year term expiring June 30, 2025 with an option to extend for an additional two years.

FISCAL IMPACT

The proposed cost for audio/visual services is \$80,000 per fiscal year for a total amount not to exceed \$240,000 for the three-year term of the contract. Funds are available in the City's Special Events Account (101-3003-60149).

BACKGROUND/ANALYSIS

Since 2017, LH has provided audio/visual services for the 9/11 Vigil, Veterans Recognition Ceremony, Tree Lighting Ceremony, City Picnic, and Tacos and Tequila Fiesta.

Upon completion of Silverrock Park in 2021, the Concerts in the Park series was added to LH contract and expanded services to include booking musical talent, securing food vendors, and supplying parking attendants.

As the City's event audio/visual service provider for the past five years, LH is extremely familiar with the City's unique needs and requirements concerning microphones, video monitors, lighting, stage setup and preparation,

livestreaming, event locations, and event goals the City is seeking to achieve. Furthermore, the services LH has provided since 2017 have contributed to enhancements and improvements to the City's event lineup.

Council approval of this agreement would ensure continued execution of high-quality audio/visual services at the City's signature events for the next three years.

ALTERNATIVES

Council may elect not to approve the agreement and direct staff to explore other options for audio/visual service providers.

Prepared by: Michael Calderon, Community Resources Analyst

Approved by: Chris Escobedo, Community Resources Director

Attachment: 1. Agreement for Contract Services with LH Productions

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 LH PRODUCTIONS a California Limited Liability Corp ("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 art maintenance, repair, and preventative care, 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 Eighty Thousand Dollars (\$80,000) per fiscal year, encompassing the initial and any extended terms (the "Contract Sum"), which is comprised of \$213,733.68 estimated costs for the Initial Term as noted in "Exhibit C" (the "Schedule of Performance"), as well as compensation for unanticipated additional audio/visual services if requested by the City, possible annual consumer price index increases, and any Extended Term 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. The Contract Sum shall be paid to Contracting Party in installment payments made in accordance with the amount identified in Contracting Party's Schedule of Compensation (Exhibit B) for work performed and properly invoiced by Contracting Party. 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, 2022, and terminate on June 30, 2025 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term"), and executed in writing.

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) Lafayette Hight, President
Tel No.: (909) 772-0368
E-mail: lafayette@lh-productions.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 Chris Escobedo 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: Chris Escobedo
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

LH Productions
Lafayette Hight
1453 Virginia Ave
Baldwin Park, CA, 91706

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

LH PRODUCTIONS,
a California LLC.

JON McMILLEN, City Manager
City of La Quinta, California

LAFAYETTE HIGHT, President
LH Productions, LLC.

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 A Scope of Services

Services to be Provided:

Contracting Party shall provide audio and video services for the City events outlined in the Project Schedule (Attachment 1) for the Initial Term of the Agreement.

If the Agreement is extended in accordance with Section 3.4 Term of the Agreement, City and Contracting Party shall execute a written amendment that will identify the services to be provided by Contracting Party for the Extended Term.

ADDENDUM TO AGREEMENT

Re: Scope of Services

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is in a total amount not to exceed Eighty Thousand Dollars (\$80,000) per fiscal year, encompassing the initial and any extended terms (the "Contract Sum"), which is comprised of \$213,733.68 estimated costs for the Initial Term as noted in "Exhibit C" (the "Schedule of Performance"), as well as compensation for unanticipated additional audio/visual services if requested by the City, possible annual consumer price index increases, and any Extended Term except as provided in Section 1.7. The Contract Sum shall be paid for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement as per the payment schedule listed below.

Annual compensation per fiscal year: \$80,000.00

Event compensation per fiscal year:

September: 9/11 Memorial - \$2,276.68

November: Veterans Recognition Ceremony - \$3,880.75

December: Tree Lighting Ceremony - \$7,986.68

April: City Picnic - \$2,211.43

Year Round Dates TBD: Concerts in the Park Series: \$54,819.00 (7 per year)

Waiver of Sub: \$105

Additional Events/Services if Requested by the City: up to \$8,755.44

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 (Attachment 1), attached hereto and incorporated herein by this reference.

Exhibit E
Insurance Requirements

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

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

Must include the following endorsements:

General Liability Additional Insured
General Liability Primary and Non-contributory

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

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

Workers' Compensation
(per statutory requirements)

Must include the following endorsements:

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

Cyber Liability
\$1,000,000 (per occurrence)
\$2,000,000 (general aggregate)

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

the execution of this Agreement and approved by City prior to commencement of the services hereunder.

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

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

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

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

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional services.

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

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

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

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise 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.

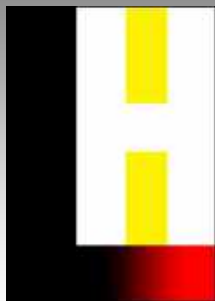
1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a "design professional" as the term is defined in paragraph 3 below.

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.



LH PRODUCTIONS
Audio, Video, Lighting, Staging
 www.LH-PRODUCTIONS.com
 info@LH-PRODUCTIONS.com
 P: 877.621.6845 • F: 626.303.0407

QUOTE # 220616

Prepared by Lafayette C. Hight Jr. on June 16, 2022

PREPARED FOR: Jacob Garcia
 City of La Quinta
 78495 Calle Tampico
 La Quinta, CA 92253
Phone: 760-777-7093
Fax:
Email: jkgarcia@la-quinta.org

SHOW NAME: City Events
Location:
Date(s): Fiscal Year 2022-23, 23-24, 24-25
Onsite Contact:
Delivery Time:
Ready to go:
Pickup Time:

QTY	9/11 MEMORIAL - SEPT. 11, 2022, SEPT. 11 2023, SEPT. 11, 2024	UNIT PRICE	DAYS	DISCOUNT	LINE TOTAL
	<u>PA SYSTEM FOR 300</u>				\$ 0.00
1	Behringer x32 Rack Digital Mixing Console	\$75.00	3		\$ 225.00
4	Dynacord VL-262 PA System Loudspeaker, 1,200-Watts`	\$40.00	3		\$ 480.00
4	Ultimate TS-88B Tripod Speaker Stand	\$10.00	3		\$ 120.00
2	QSC RMX4050HD, 4,000-Watt Audio Amplifier	\$50.00	3		\$ 300.00
1	JBL SR4702x, Two-Way, 12", 600-watt Speaker (Stage Monitor)	\$40.00	3		\$ 120.00
1	Astatic 920B 20" Gooseneck Podium Microphone with Base	\$15.00	3		\$ 45.00
1	Lot NL4 Cable	\$0.00	3		\$ 0.00
					\$ 0.00
	<u>LIGHTING SYSTEM</u>				\$ 0.00
4	Artfox Hybrid 250 LED, Moving Head Lighting Fixture	\$50.00	3		\$ 600.00
2	Lighting Tree, 12' Height, with 50-Pound Base	\$35.00	3		\$ 210.00
8	Sand Bags, 35-Pound	\$5.00	3		\$ 120.00
1	iPad Pro with Vibrio Lighting Control Software	\$35.00	3		\$ 105.00
1	Wireless DMX Lighting Kit	\$30.00	3		\$ 90.00
8	LED Par64 Lighting Fixtures (Uplights)	\$25.00	3		\$ 600.00
4	Cable Ramp / Cable Protector	\$25.00	3		\$ 300.00
1	Skyscraper Ladder	\$0.00	3		\$ 0.00
1	Lot DMX Cable	\$0.00	3		\$ 0.00
TOTAL DISCOUNT				\$ 0.00	
EQUIPMENT SUBTOTAL					\$3,315.00
SALES TAX (LA QUINTA - 8.75%)					\$290.06
FREIGHT					\$450.00

QTY	PERSONNEL DESCRIPTION - SEPTEMBER 11 MEMORIAL	10-HOUR RATE	OT HOURS	DT HOURS	DAYS	LINE TOTAL
1	Audiovisual Technician	\$500.00			3	\$1,500.00
1	AV Assist	\$425.00			3	\$1,275.00
LABOR SUBTOTAL						\$2,775.00
SEPTEMBER 11 GRAND TOTAL						\$6,830.06

QTY	VETERAN'S DAY - NOV. 11, 2022, NOV. 11, 2023, NOV. 11, 2024	UNIT PRICE	DAYS	DISCOUNT	LINE TOTAL
	AUDIO				\$ 0.00
1	Behringer x32 Rack Digital Mixing Console	\$75.00	3		\$ 225.00
4	TRX3210a Powered Loudspeaker, 2,500 watts	\$100.00	3		\$1,200.00
1	TRX3218, Dual 18" Subwoofer, 4,000 watts	\$75.00	3		\$ 225.00
2	QSX RMX4050, 4,500-watt Audio Amplifier (Subwoofer)	\$50.00	3		\$ 300.00
1	Gooseneck Podium Microphone with Base	\$10.00	3		\$ 30.00
1	Shure UHF-R Wireless Microphone Kit	\$75.00	3		\$ 225.00
2	JBL Two-Way, 12", 1,000-watt PA System Stage Monitor	\$40.00	3		\$ 240.00
1	Event Music Playback	\$0.00	3		\$ 0.00
	VIDEO				\$ 0.00
4	Sharp Aquos 70" LCD/LED Television	\$175.00	3		\$2,100.00
4	Television Display Stand	\$75.00	3		\$ 900.00
1	Panasonic AW-HE50 Robotic High-Definition Video Camera	\$150.00	3		\$ 450.00
1	Manfrotto HDV501 Fluid-Head Tripod	\$40.00	3		\$ 120.00
1	Panasonic Robotic Camera Controller	\$100.00	3		\$ 300.00
1	Panasonic AW-HE50 Robotic High-Definition Video Camera	\$150.00	3		\$ 450.00
1	Blackmagic Design Production Studio 4K, HD Video Switcher	\$250.00	3		\$ 750.00
1	Laptop Computer (PowerPoint)	\$75.00	3		\$ 225.00
					\$ 0.00
TOTAL DISCOUNT				\$ 0.00	
EQUIPMENT SUBTOTAL					\$7,740.00
SALES TAX (CITY OF LA QUINTA - 8.75%)					\$677.25
FREIGHT					\$450.00

QTY	PERSONNEL DESCRIPTION - VETERAN'S DAY	10-HOUR RATE	OT HOURS	DT HOURS	DAYS	LINE TOTAL
1	Audiovisual Technician	\$500.00			3	\$1,500.00
1	AV Assist	\$425.00			3	\$1,275.00
LABOR SUBTOTAL						\$2,775.00
VETERAN'S DAY GRAND TOTAL						\$11,642.25

QTY	TREE LIGHTING CEREMONY - DEC. 2, 2022, DEC. 1, 2023, DEC. 6, 2024	UNIT PRICE	DAYS	DISCOUNT	LINE TOTAL
	<u>PA SYSTEM FOR 1,000</u>				\$ 0.00
2	Genie ST25 Lifting Tower	\$150.00	3		\$ 900.00
2	SteelTek Roundsling, 3'	\$5.00	3		\$ 30.00
3	12" Box Truss, 10' Length	\$75.00	3		\$ 675.00
6	TRX3210a Powered Loudspeaker, 2,500 watts	\$100.00	3		\$1,800.00
1	Behringer x32 Rack Digital Mixing Console	\$75.00	3		\$ 225.00
1	Dynacord L3600FD, 3,600-Watt Audio Amplifier (Stage Monitors)	\$50.00	3		\$ 150.00
4	JBL Two-Way, 12", 1,000-watt PA System Stage Monitor	\$40.00	3		\$ 480.00
6	Sennheiser E-835 Wired Microphone with Boom Stand	\$10.00	3		\$ 180.00
1	Laptop Audio Patch	\$5.00	3		\$ 15.00
					\$ 0.00
	<u>STAGE LIGHTING</u>				\$ 0.00
6	StageRight LED Ellipsoidal Stage Light, 200w	\$25.00	3		\$ 450.00
4	Artfox Hybrid LED Moving Head Fixture	\$50.00	3		\$ 600.00
1	Skyscraper Ladder	\$0.00	3		\$ 0.00
1	iPad Pro with Vibrio Lighting Control Software	\$35.00	3		\$ 105.00
					\$ 0.00
	<u>MISC</u>				\$ 0.00
40	Stage Skirt	\$1.50	3		\$ 180.00
24	Static LED Fixture, RGBW, 70-watt	\$25.00	3		\$1,800.00
14	LED Globe Light, Battery Operated	\$75.00	3		\$3,150.00
1	Diesel Generator with Fuel	\$400.00	3		\$1,200.00
					\$ 0.00
	<u>VIDEO SYSTEM - IMAGE MAGNIFICATION</u>				\$ 0.00
2	Sharp Aquos LCD/LED Television, 70"	\$175.00	3		\$1,050.00
2	Truss Flat Screen TV Mount	\$50.00	3		\$ 300.00
1	Canon XL H1, 3-CCD, High-Definition Video Camera (Santa Cam)	\$200.00	3		\$ 600.00
1	Vizio 26" Video Preview Monitor (Santa Cam)	\$45.00	3		\$ 135.00
1	Blackmagic Design 4K High-Definition Video Switcher	\$250.00	3		\$ 750.00
2	Panasonic Robotic Camera (Stage)	\$200.00	3		\$1,200.00
2	Manfrotto HDV501 Fluid-Head Tripod	\$40.00	3		\$ 240.00
1	Panasonic Robotic Camera Controller	\$100.00	3		\$ 300.00
TOTAL DISCOUNT				\$ 0.00	
EQUIPMENT SUBTOTAL					\$16,515.00
SALES TAX (LA QUINTA - 8.75%)					\$1,445.06
DELIVERY / PICKUP					\$450.00

QTY	PERSONNEL DESCRIPTION	10-HOUR RATE	OT HOURS	DT HOURS	DAYS	LINE TOTAL
2	Audio Technician	\$500.00			3	\$3,000.00
2	AV Assist	\$425.00			3	\$2,550.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
LABOR SUBTOTAL						\$5,550.00
TREE LIGHTING GRAND TOTAL						\$23,960.06

QTY	COMMUNITY PICNIC - 2023, 2024, 2025 - DATES TO BE DETERMINED	UNIT PRICE	DAYS	DISCOUNT	LINE TOTAL
	<u>PA SYSTEM FOR 1,000</u>				\$ 0.00
1	Behringer x32 Rack Digital Mixing Console	\$75.00	3		\$ 225.00
4	TRX3210a Powered Loudspeaker, 2,500 watts	\$100.00	3		\$1,200.00
1	TRX3218, Dual 18" Subwoofer, 4000-watt	\$75.00	3		\$ 225.00
2	QSX RMX4050, 4,500-watt Audio Amplifier (Subwoofer, Monitors)	\$50.00	3		\$ 300.00
2	JBL Two-Way, 12", 1,000-watt PA System Stage Monitor	\$40.00	3		\$ 240.00
2	Whirlwind Direct Box	\$5.00	3		\$ 30.00
3	Sennheiser E-835 Wired Microphone with Boom Stand	\$10.00	3		\$ 90.00
1	Shure UHF-R Wireless Microphone Kit	\$75.00	3		\$ 225.00
1	Honeywell 7,500-watt Gasoline Generator	\$200.00	3		\$ 600.00
					\$ 0.00
TOTAL DISCOUNT				\$ 0.00	
EQUIPMENT SUBTOTAL					\$3,135.00
SALES TAX (LA QUINTA - 8.75%)					\$274.31
DELIVERY / PICKUP					\$450.00

QTY	PERSONNEL DESCRIPTION - COMMUNITY PICNIC	10-HOUR RATE	OT HOURS	DT HOURS	DAYS	LINE TOTAL
1	Audio Technician	\$500.00			3	\$1,500.00
1	AV Assist	\$425.00			3	\$1,275.00
LABOR SUBTOTAL						\$2,775.00
COMMUNITY PICNIC GRAND TOTAL						\$6,634.31

QTY	PERSONNEL DESCRIPTION	10-HOUR RATE	OT HOURS	DT HOURS	DAYS	LINE TOTAL
1	Headliner Band, Two-Hour Performance	\$2,300.00			21	\$48,300.00
1	Audio Engineer	\$500.00			21	\$10,500.00
2	Lighting Designer / AV Assist	\$425.00			21	\$17,850.00
2	Parking Lot Staff (5 Hours)	\$165.00			21	\$6,930.00
6	Event Staff / Usher / Traffic Control (5 Hours)	\$165.00			21	\$20,790.00
1	Intermission Band / Entertainment	\$300.00			21	\$ 300.00
LABOR SUBTOTAL						\$104,670.00
GRAND TOTAL						\$164,457.00

QTY	MISC - WORKERS COMP. WAIVER OF SUBROGATION	10-HOUR RATE	OT HOURS	DT HOURS	DAYS	LINE TOTAL
1	Waiver of Subrogation	\$105.00			3	\$ 315.00
SUBTOTAL						\$315.00
ALL LA QUINTA EVENTS 2022-23, 2023-24, 2024-25						\$213,733.68

This quote is a good faith estimate is based upon the available information provided about the event, estimated labor and/or equipment at the present time. Client's final bill will reflect actual time worked. When applicable, a day rate is based on a ten-hour workday. If technicians work more than ten hours, the additional time will be billed at 1.5 times the contracted rate of labor. More than 14 hours of work will be billed at 2 times the contracted rate of labor. To begin a new day rate, technicians must have at least an eight-hour break between call times.

This estimate is good for 14 days from the date it was generated. Please call LH Productions with your questions at (877) 621-6845. To confirm this order, please sign and fax to LH Productions at (626) 303-0407.

By signing, you are confirming this order and accepting the conditions put forth on this page and on the rental agreement. For events at applicable venues, client is responsible for storage, union labor, electrical, and convention fees, if any.

Signed: _____ **Date:** _____

Print Name: _____

LH PRODUCTIONS

Main Office: 1453 Virginia Ave., Suite E • Baldwin Park, Calif. 91706
Mailing Address: PO Box 70485 • Pasadena, Calif. 91117

LH PRODUCTIONS RENTAL AGREEMENT

The articles described on the reverse are leased upon the terms set forth on the reverse and in this paragraph. Receipt of said articles in good condition is hereby acknowledged. The lease period shall commence on the date set forth on the first page of this agreement. The articles shall not be altered, by the lessee, without the express written consent of LH PRODUCTIONS, also known hereinafter as Lessor or LHP. This contract in no way constitutes or implies transfer of ownership or title of said articles.

On any termination of this lease said articles shall be returned to LHP to one of its agents in as good condition and repair as when received by Lessee. All costs of transportation from and to said plant shall be paid by Lessee. This lease may be terminated at any time by LHP, by written notice or for the Lessee's default or if the Lessee's credit is impaired or a petition of bankruptcy is filed by or against the Lessee. The rental (lease) cost specified is for the period ending on the date specified on the first page for return of said items. If the articles are retained by the Lessee after such date, rent shall be paid weekly in advance at the same rate at which the original rental cost was computed. A deposit may also be required at the time of rental, the amount of which shall be determined by LHP. All deposits received by LHP, shall be held as security for the performance of the Lessee's agreements hereunder and at the option of LHP, may be applied to the payment of rent as it comes due, and/or to make repairs for damage incurred to said articles while under the care of the Lessee, and and/or to cure any default of Lessee without prejudice to or suspension of any other right or remedy of LH PRODUCTIONS. The (security) deposit also may be held and used by LH PRODUCTIONS, until all of the Lessee's obligations are fully performed and the property returned. The amount of any deposit in no way defines or limits the Lessee's other costs. Any monies collected are considered a deposit and are not refundable. Rental amounts are never applied towards replacement costs.

Lessee shall not assign this lease or interest therein or sublet any leased article. Lessee agrees to indemnify and save LH PRODUCTIONS, harmless from any and all costs, expenses, attorney's fees, suits liabilities, damages or claims for damages, howsoever caused including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging, including Lessor's in any way relating to the use, storage or possession of the leased property or the performance or exercise of any of the duties, obligations or responsibilities of Lessor regardless of responsibility for negligence arising out of the use of the leased property or the services of the Lessor which might arise in connection with the leasing of the props herein or caused by or have any connection with the props or the condition, maintenance, possession, operation or use thereof.

It is also understood that NO CLEARANCES, regarding the use of personal likenesses, photographs or other "intellectual property rights," however that may be defined, have been obtained, and if necessary any and all responsibility in this regard rests solely with the Lessee, if applicable. Lessee agrees to operate each piece of equipment rented hereunder in accordance with the manufacturer's operating procedures. Lessee further agrees to pay any and all bills for additional rental and/or loss and damage owed to LH PRODUCTIONS. Any balance not paid by the payment due date as shown on the reverse will be charged a late penalty of 1.50% per month. This agreement contains all of the terms upon which the described articles are leased and supersedes and controls any other orders or proposal, written or unwritten heretofore given with respect thereto unless the terms hereof are expressly modified by a later agreement signed by the parties. If suit is commenced or an attorney is employed, or if LH PRODUCTIONS, incurs other costs to enforce any obligation of the Lessee hereunder, or to collect moneys owed LHP, by Lessee under the terms of this agreement, Lessee agrees to pay all costs of collection incurred by LHP, including but not limited to investigations, court costs, collection agency costs, and/or attorney's fees. All funds are billed in U.S. currency.

All payments by check or other negotiable instrument shall be drawn on a U.S. bank, or Lessee agrees to pay double of all fees incurred by LH PRODUCTIONS, in the collections of said moneys, as well as late charges, as due, with a minimum charge of \$50.00. Lessee agrees that should a loss occur of any of or all the items rented under this agreement, or if said items become damaged, for whatever reason, whether through the fault of Lessee or of anyone else or from an Act of God, that Lessee is fully responsible, and agrees to pay to LH PRODUCTIONS, within ten (10) days of the loss and/or damage, an amount equal to the Full Replacement Value as stated on the Rental Agreement as either "Value" or "Valuation." Lessee agrees that the amounts of the Replacement Values (Values or Valuations) as stated on this Rental Agreement are a fair and accurate representation of the worth and replacement value of the props rented, and therefore will not be disputed by Lessee or any of its agents or consignees for any reason after the commencement of this lease. Lessee agrees that if an insurance claim is instigated by any party to reimburse LH PRODUCTIONS, for any expenses as set forth in this contract, that Lessee will guarantee to pay to LHP, any difference between any amount owed under this contract and any amount paid to LHP, by any insurance company or any other company, agency or source within thirty (30) days of the Loss Date as defined by LH PRODUCTIONS.

Lessee agrees to act in good faith on behalf of LH PRODUCTIONS, to work with any insurance company to obtain any payments due LHP, within thirty (30) days of the Loss Date. Lessee agrees to pay any late fees arising from any payments not being made within thirty days to LH PRODUCTIONS, by either Lessee or any other source including any insurance company.

I agree to the above terms and herewith certify that the original agreement provided to me by LH PRODUCTIONS has not been altered.

Authorized Signature _____

On Behalf of _____

Date _____

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH SIGNATURE SCULPTURE FOR PREVENTATIVE MAINTENANCE AND REPAIR OF THE CITY’S ART IN PUBLIC PLACES COLLECTION

RECOMMENDATION

Approve Agreement for Contract Services with Signature Sculpture for preventative maintenance and repair of the City’s Art in Public Places collection for an amount not to exceed \$60,000 per fiscal year, and an initial term of three years; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- Since 2018, Signature Sculpture has provided art maintenance services for over seventy outdoor/indoor art pieces within the City’s public art collection according to the specifications provided by the artists.
- As the City continues to acquire additional public art pieces, preventative maintenance and repair is necessary to preserve the integrity of each art piece.

FISCAL IMPACT

Annual costs for these serves are not to exceed \$60,000 per fiscal year, for the initial and any extended terms of the agreement, which includes \$157,370 estimated costs for the initial three-year term, an annual 3.5% increase in compensation for the extended term, and contingency compensation for unanticipated additional art repair services, if requested by the City, for any existing or newly acquired art pieces and anticipated increases in costs for materials and/or labor. Funds are available in the Art in Public Places budget (Account No. 270-0000-74800) and will be allocated in accordance with the agreement in future budgets.

FY 2022/23	\$50,663
FY 2023/24	\$52,436 (3.55% increase)
FY 2024/25	\$54,271 (3.5% increase)
Contingency FY 2022/23 – 2024/25	\$22,630
TOTAL:	\$180,000

BACKGROUND/ANALYSIS

In 2018, following a Request for Proposals procurement and vetting process, the City selected Signature Sculpture as the most qualified vendor to provide preventative maintenance and repair services of the City's Art in Public Places collection, consisting of over 70 outdoor and indoor public art installations located throughout the City. Each art piece is serviced a minimum of twice a year per the artist's specifications. After servicing the art, Signature Sculpture will provide a detailed report and photograph documenting the condition of each piece.

Signature Sculpture has provided quality maintenance services and timely repairs through its contractual obligation with the City. They possess the necessary tools and knowledge to properly maintain each art piece, including locations of the installations, artist specifications on appropriate preservation methods, and extensive experience with the vast array of patinas, paints, mixed media, and fragility of the public art collection.

Approval of this agreement ensures that the City's public art collection is well-maintained and kept in like new condition, thus preserving the City's commitment to valuing the arts.

ALTERNATIVES

Council may elect to not approve the Agreement for Contract Services and direct staff to seek alternative vendors through the RFP process.

Prepared by: Michael Calderon, Community Resources Analyst

Approved by: Chris Escobedo, Community Resources Director

Attachment: 1. Agreement for Contract Services with Signature Sculpture

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 SIGNATURE SCULPTURE a California Limited Liability Corp ("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 art maintenance, repair, and preventative care, 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 Sixty Thousand Dollars (\$60,000) per fiscal year, encompassing the initial and any extended terms (the "Contract Sum"), which is comprised of \$157,370 estimated costs for the Initial Term, an annual 3.5% increase in compensation for any Extended Terms, and contingency compensation for unanticipated additional art repair services, if requested by the City, for any existing or newly acquired art pieces and anticipated increases in costs for materials and/or labor, 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. The Contract Sum shall be paid to Contracting Party in installment payments made in accordance with the amount identified in Contracting Party's Schedule of Compensation (Exhibit B) for work performed and properly invoiced by Contracting Party. 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, 2022, and terminate on June 30, 2025 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term"), and executed in writing.

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) Brett Fiore, President
Tel No.: (760) 275-2779
E-mail: signaturesculpture@yahoo.com
- (b) Marjorie Adams-Fiore, Office Manager
Tel No.: (760) 880-1084

E-mail: Marjorieca1@aol.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 Chris Escobedo 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: Chris Escobedo
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:

Signature Sculpture
Attention: Brett Fiore
P.O. Box 920
Palm Desert, CA, 92261

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

SIGNATURE SCULPTURE,
a California LLC.

JON McMILLEN, City Manager
City of La Quinta, California

BRETT FIORE, President
Signature Sculpture, LLC.

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 A Scope of Services

Services to be Provided:

1. Cleaning and providing preventative maintenance to artworks is required two (2) times (at minimum) each year throughout the duration of the three (3) year contract, which includes dusting, washing, and waxing. The artwork medium and material range from bronze, metal, stainless steel, stone, tile, glass, paint, aluminum, concrete, marble, and granite. Vendor will contact artist for each artwork's maintenance guidelines and standards or will reference the City's file on the art piece. If neither artist or art piece file is available, Vendor will use best judgment and maintain art piece based upon their expertise.
2. Minor conservation work will be performed as required (removing corrosion, graffiti, flaking of paint, water deposits, etc.) The collection should be free of water spots, spider webs, debris, and graffiti at all times. Occasional placement of signage and installation of plaques may be needed. Vendor may be called upon at any time to perform minor conservation work and must be able to respond on site within two hours in the case of an emergency.
3. A detailed written report is required to be included with the invoice stating the condition of the artwork before cleaning as well as details of work performed and any condition issues. Invoices shall be sent to the City's Accounts Payable officers at ap@laquintaca.gov for payment.
4. Color photographs of artworks before and after treatment must be taken by the Vendor and included with detailed invoice as stated in number 3.
5. The Vendor will promptly provide staff with detailed information, including color photographs, regarding conservation or vandalism that may have occurred to the art.
6. Vendor is responsible for all equipment, supplies, and any and all actions and materials necessary or proper to successfully execute the services stated in number 1 and 2.
7. Vendor will develop a maintenance standard document for each artwork listed in Exhibit "C".

ADDENDUM TO AGREEMENT

Re: Scope of Services

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed Sixty Thousand Dollars (\$60,000) per fiscal year, encompassing the initial and any extended terms (the "Contract Sum"), which is comprised of \$157,370 estimated costs for the Initial Term, an annual 3.5% increase in compensation for any Extended Terms, as well as compensation for unanticipated additional art repair services if requested by the City, for any existing or newly acquired art pieces and anticipated increases in costs for materials and/or labor, except as provided in Section 1.7. The Contract Sum shall be paid for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement in four (4) installment payments per year, as per the payment schedule listed below.

2022-2023

Annual compensation for services: \$50,663.00

Installment payments:

\$12,665.75 due two (2) weeks after execution of this agreement

\$12,665.75 due October 2022

\$12,665.75 due February 2023

\$12,665.75 due April 2023

2023-2024

Annual compensation for services: \$52,436.00

Installment payments:

\$13,109.00 due July 2023

\$13,109.00 due October 2023

\$13,109.00 due February 2024

\$13,109.00 due April 2024

2024-2025

Annual compensation for services: \$54,271.00

Installment payments:

\$13,567.75 due July 2023

\$12,567.75 due October 2024

\$12,567.75 due February 2025

\$12,567.75 due April 2025

Exhibit C
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, in accordance with the Project Schedule, attached hereto and incorporated herein by this reference. Each art piece will be scheduled for maintenance in Fall and Spring of every year of the contract. The art pieces to be serviced are as follows:

	Art Piece	Location
1.	9/11 Memorial	Civic Center Campus
2.	Acknowledgment Area: Veterans	Civic Center Campus
3.	Acknowledgment Area: Artists and Athletes	Civic Center Campus
4.	Balancing Forms	La Quinta City Hall
5.	Golden Cattails	La Quinta City Hall
6.	Bronze Relief Map	Civic Center Campus
7.	The Couple	La Quinta City Hall
8.	Dedication, Courage, Honor	Civic Center Campus
9.	Desert Legacy	Eisenhower Dr. & Ave 52 Roundabout
10.	In-Between Earth and Sky	Fritz Burns Park
11.	Enchanted Oasis	Wellness Center
12.	Enjoy the Ride	Civic Center Campus Bus Stop on Calle Tampico
13.	Entrance Monument	Highway 111 at Point Happy (Across the street from the Cliff House)
14.	Fish Trap with Bear	Calle Tecate & Avenida Madero
15.	Eagle Sculpture (Jon Ritchen)	La Quinta City Hall
16.	Flowing Presence	La Quinta City Hall
17.	Galaxy of Colors	La Quinta Library
18.	Gateway to the Desert	Fritz Burns Pool
19.	Leader of the Pack	Civic Center Campus
20.	Lizards	La Quinta City Hall
21.	Native American Themes: Mosaic Sidewalk Art	Civic Center Campus
22.	Palm Crossing	Corner of Washington St. and Avenue 52
23.	Rams (Big Horn Sheep)	SilverRock Entryway
24.	Roadrunner	Avenue 52 & Jefferson St. Roundabout
25.	Solitude	Wellness Center
26.	Spirit Guardian	Wellness Center
27.	Stan's Vision	Civic Center Campus
28.	Sun and Moonbeam	Civic Center Campus

29.	Timestream	Avenida Montezuma & Avenida Navarro
30.	T-Rex	La Quinta Library
31.	Arch Sculpture	Fritz Burns Park
32.	Wilderness Totem	La Quinta City Hall
33.	Colibri	Desert Club Dr. & Avenida La Fonda Art Pedestal
34.	True Blue	Desert Club Dr. & Calle Estado Art Pedestal
35.	Hydra	Avenida La Fonda & Main St. Wall
36.	Chromaplex	La Quinta Library
37.	Volta	La Quinta Library
38.	Cactus Garden in La Quinta	Wellness Center
39.	Symphony on the Salton Sea	Wellness Center
40.	Beautiful Day	Wellness Center
41.	Edge of Forever	Wellness Center
42.	Lost Horizon	Wellness Center
43.	Portal on Landscape	Wellness Center
44.	Eclipse	Wellness Center
45.	Flight of Man	Wellness Center
46.	Grace & Milo	Wellness Center
47.	Through	Wellness Center
48.	Couples	Wellness Center
49.	Rather Deco	Wellness Center
50.	Historical La Quinta Mural	Wellness Center
51.	Metal Sculpture	Wellness Center's Southern Door
52.	Bloom	Fred Waring Dr. & Adams St.
53.	SilverRock Restroom Facility Mural	SilverRock Resort
54.	Big Horn Sheep	Fire Station 32
55.	Bridge Railings: On Ave 52	On Ave 52 near The Hideaway
56.	Bridge Railings: Madison St.	On Avenue 50 and Madison St.
57.	Bridge Railings: Jefferson St. & Vista Grande	Jefferson St. & Vista Grande
58.	Bridge Railings: Avenue 48 & Washington St.	Avenue 48 & Washington St.
59.	Bridge Railings: Avenue 50 & Eisenhower	Avenue 50 & Eisenhower
60.	Bridge Railings: Washington St between Ave 40 and Calle Tampico	Washington St between Ave 40 and Calle Tampico
61.	Bridge Railings: Washington St. & HWY (near The Beer Hunter)	Washington St & HWY 111
62.	Spirit of La Quinta	La Quinta City Hall

63.	Color Swirl	La Quinta Library
64.	Opal Drops	La Quinta City Hall
65.	Bronze Baseball Player	La Quinta Park
66.	League Bench	La Quinta City Hall
67.	Garden of Anazasi	La Quinta City Hall
68.	Coyote	La Quinta Library
69.	Mountain Lion	La Quinta Library
70.	Roadrunner	La Quinta Library
71.	On the Count of Three	Seeley Dr. Roundabout
72.	Maori	Fritz Burns Park (pool area)
73.	Wheels of Fortune	La Quinta X Park
74.	La Quinta Dip N' Dots	La Quinta X Park
74.	Bird Song	Lumberyard Building (near LQ Museum)

*An additional 2-4 art pieces may be acquired by the City every year of the contract and added to the above maintenance schedule.

Exhibit D
Special Requirements

None.

Exhibit E
Insurance Requirements

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

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

Must include the following endorsements:

General Liability Additional Insured
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)
\$1,000,000 (per accident)

Auto Liability Additional Insured
Personal Auto Declaration Page if applicable

Workers' Compensation
(per statutory requirements)

Must include the following endorsements:

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

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

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting

Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

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: July 19, 2022

STAFF REPORT

AGENDA TITLE: RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED APRIL 30, 2022

RECOMMENDATION

Receive and file revenue and expenditure report dated April 30, 2022.

EXECUTIVE SUMMARY

- The report summarizes the City's year-to-date (YTD) revenues and period expenditures for April 2022 (Attachment 1).
- These reports are also reviewed by the Financial Advisory Commission.

FISCAL IMPACT – None

BACKGROUND/ANALYSIS

Below is a summary of the column headers used on the *Revenue and Expenditure Summary Reports*:

Original Total Budget – represents revenue and expenditure budgets the Council adopted in June 2021 for fiscal year (FY) 2021/22.

Current Total Budget – represents original adopted budgets plus any Council approved budget amendments from throughout the year, including carryovers from the prior FY.

Period Activity – represents actual revenues received and expenditures outlaid in the reporting month.

Fiscal Activity – represents actual revenues received and expenditures outlaid YTD.

Variance Favorable/(Unfavorable) - represents the dollar difference between YTD collections/expenditures and the current budgeted amount.

Percent Used – represents the percentage activity as compared to budget YTD.

	April 2022 Revenues			Comparison to LY	
	MTD	YTD	YTD Percent of Budget	YTD	YTD Percent of Budget
General Fund (GF)	\$6,268,104	\$51,183,646	78.27%	\$ 42,162,084	73.09%
All Funds	\$7,415,420	\$82,355,366	55.02%	\$ 81,722,319	46.96%

	April 2022 Expenditures			Comparison to LY	
	MTD	YTD	YTD Percent of Budget	YTD	YTD Percent of Budget
General Fund	\$1,578,840	\$33,735,354	46.41%	\$ 31,146,783	46.44%
Payroll (GF)	\$913,256	\$10,588,629	78.61%	\$ 7,706,174	66.86%
All Funds	\$3,262,905	\$75,961,517	44.12%	\$ 87,787,338	46.58%

Top Five Revenue/Income Sources for April

General Fund		Non-General Fund	
Transient Occupancy (Hotel) Tax	\$ 2,098,942	SilverRock Greens Fees	\$ 384,079
Measure G Sales Tax	\$ 1,177,728	County Sales Tax (Measure A)	\$ 296,300
Sales Tax	\$ 959,345	CVAG Capital Improvement Program (CIP) Funding ⁽¹⁾	\$ 201,578
Property Tax	\$ 712,035	Developer Impact Fees- Transportation	\$ 172,218
SoCal Gas Franchise Fees	\$ 206,498	Gas Tax Fund	\$ 141,635

Top Five Expenditures/Outlays for April

General Fund		Non-General Fund	
Visit Greater Palm Springs	\$ 131,076	Purchased Vehicles	\$ 262,022
Parks Landscape Maintenance	\$ 48,536	Capital Improvement Program - Construction ⁽²⁾	\$ 206,104
Marketing and Tourism Promotions	\$ 46,834	SilverRock Maintenance	\$ 159,702
Animal Shelter Contract Service	\$ 35,214	Parks Equipment	\$ 127,074
Contract Traffic Engineer	\$ 28,580	Housing Authority Rental Expenses	\$ 71,967

⁽¹⁾ CVAG CIP Funding: Represents the Coachella Valley Association of Governments (CVAG) contribution towards the Dune Palms bridge capital project.

⁽²⁾ CIP Construction: X-Park parking lot, SRR retention basin, misc. ADA improvements, and Fire Station 70

The revenue report includes revenues and transfers into funds from other funds (income items). Revenues are not received uniformly throughout the year, resulting in peaks and valleys. For example, large property tax payments are usually received in December and May. Similarly, Redevelopment Property Tax Trust Fund payments are typically received in January and June. Any timing imbalance of revenue receipts versus expenditures is funded from the City’s cash flow reserve.

The expenditure report includes expenditures and transfers out to other funds. Unlike revenues, expenditures are more likely to be consistent from month to month. However, large debt service payments or CIP expenditures can cause swings.

Prepared by: Rosemary Hallick, Financial Services Analyst
 Approved by: Claudia Martinez, Finance Director

Attachment: 1. Revenue and Expenditure Report for April 30, 2022



For Fiscal: 2021/22 Period Ending: 04/30/2022

Revenue Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	58,804,210	65,392,532	6,268,104	51,183,646	-14,208,886	78.27%
201 - GAS TAX FUND	1,965,880	1,965,880	141,635	1,481,827	-484,053	75.38%
202 - LIBRARY & MUSEUM FUND	2,850,700	2,851,900	201	38,590	-2,813,310	1.35%
203 - PUBLIC SAFETY FUND (MEASU	5,000	5,000	0	1,236	-3,764	24.73%
210 - FEDERAL ASSISTANCE FUND	151,000	151,000	1,530	1,423	-149,577	0.94%
212 - SLESA (COPS) FUND	101,000	101,000	8,333	120,845	19,845	119.65%
215 - LIGHTING & LANDSCAPING FU	2,274,700	2,274,700	0	1,796,286	-478,414	78.97%
221 - AB 939 - CALRECYCLE FUND	70,000	125,120	14,170	55,534	-69,586	44.38%
223 - MEASURE A FUND	1,567,000	1,567,000	296,300	1,324,913	-242,087	84.55%
225 - INFRASTRUCTURE FUND	100	100	0	78	-22	78.21%
226 - EMERGENCY MANAGEMENT F	12,000	12,000	0	28,845	16,845	240.37%
227 - STATE HOMELAND SECURITY F	5,000	5,000	0	6,018	1,018	120.36%
230 - CASp FUND, AB 1379	19,200	19,200	1,708	16,356	-2,844	85.19%
231 - SUCCESSOR AGCY PA 1 RORF	0	0	0	7,181,309	7,181,309	0.00%
235 - SO COAST AIR QUALITY FUND	52,800	52,800	0	26,184	-26,616	49.59%
237 - SUCCESSOR AGCY PA 1 ADMIN	0	0	0	741	741	0.00%
241 - HOUSING AUTHORITY	871,400	1,666,400	86,180	1,570,394	-96,006	94.24%
243 - RDA LOW-MOD HOUSING FUN	35,000	35,000	0	11,371	-23,629	32.49%
247 - ECONOMIC DEVELOPMENT FL	30,000	30,000	34,725	197,849	167,849	659.50%
249 - SA 2011 LOW/MOD BOND FUI	201,000	201,000	0	24,445	-176,555	12.16%
250 - TRANSPORTATION DIF FUND	428,000	428,000	172,218	2,152,772	1,724,772	502.98%
251 - PARKS & REC DIF FUND	351,000	351,000	75,816	656,394	305,394	187.01%
252 - CIVIC CENTER DIF FUND	152,000	152,000	46,512	463,118	311,118	304.68%
253 - LIBRARY DEVELOPMENT DIF	50,000	50,000	14,292	123,675	73,675	247.35%
254 - COMMUNITY & CULTURAL CEI	72,000	72,000	34,416	297,142	225,142	412.70%
255 - STREET FACILITY DIF FUND	0	0	0	33,242	33,242	0.00%
256 - PARK FACILITY DIF FUND	0	0	0	67	67	0.00%
257 - FIRE PROTECTION DIF	66,000	66,000	14,036	150,807	84,807	228.50%
270 - ART IN PUBLIC PLACES FUND	130,000	130,000	5,421	186,730	56,730	143.64%
275 - LQ PUBLIC SAFETY OFFICER	2,600	2,600	0	2,200	-400	84.61%
299 - INTEREST ALLOCATION FUND	0	0	63,869	415,062	415,062	0.00%
310 - LQ FINANCE AUTHORITY DEBT	1,100	1,100	0	0	-1,100	0.00%
401 - CAPITAL IMPROVEMENT PROC	9,894,806	62,501,834	201,578	5,639,077	-56,862,757	9.02%
405 - SA PA 1 CAPITAL IMPRV FUND	0	0	0	2,433	2,433	0.00%
501 - FACILITY & FLEET REPLACEMEI	1,222,750	1,222,750	0	919,848	-302,902	75.23%
502 - INFORMATION TECHNOLOGY	1,786,700	1,786,700	2,405	1,345,299	-441,401	75.30%
503 - PARK EQUIP & FACILITY FUND	400,000	400,000	0	349,905	-50,095	87.48%
504 - INSURANCE FUND	1,010,800	1,010,800	0	757,653	-253,147	74.96%
601 - SILVERROCK RESORT	4,157,693	4,187,693	436,869	4,660,181	472,488	111.28%
602 - SILVERROCK GOLF RESERVE	67,000	67,000	0	64,113	-2,887	95.69%
760 - SUPPLEMENTAL PENSION PLA	6,000	6,000	0	5,325	-675	88.75%
761 - CERBT OPEB TRUST	80,000	80,000	0	-24,286	-104,286	30.36%
762 - PARS PENSION TRUST	700,000	700,000	-504,898	-913,281	-1,613,281	130.47%
Report Total:	89,594,439	149,671,109	7,415,420	82,355,366	-67,315,743	55.02%

Accounts are subject to adjusting entries and audit. The City's Annual Comprehensive Financial Report published annually in December, is the best resource for all final audited numbers.

Expenditure Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	55,162,726	72,685,526	1,578,840	33,735,354	38,950,172	46.41%
201 - GAS TAX FUND	2,007,500	2,984,683	39,171	1,212,106	1,772,577	40.61%
202 - LIBRARY & MUSEUM FUND	4,306,510	4,732,500	24,113	546,322	4,186,178	11.54%
203 - PUBLIC SAFETY FUND (MEASU	0	286,397	0	189,827	96,570	66.28%
210 - FEDERAL ASSISTANCE FUND	148,350	207,377	0	1,530	205,847	0.74%
212 - SLESA (COPS) FUND	100,000	100,000	0	19,873	80,127	19.87%
215 - LIGHTING & LANDSCAPING FU	2,257,400	2,257,400	206,257	1,624,402	632,998	71.96%
220 - QUIMBY FUND	0	1,180,635	0	378,878	801,757	32.09%
221 - AB 939 - CALRECYCLE FUND	150,000	205,120	22,486	42,442	162,678	20.69%
223 - MEASURE A FUND	1,220,500	2,614,501	0	351,974	2,262,527	13.46%
225 - INFRASTRUCTURE FUND	0	22,618	0	0	22,618	0.00%
226 - EMERGENCY MANAGEMENT F	12,000	12,000	0	9,750	2,250	81.25%
227 - STATE HOMELAND SECURITY F	5,000	5,000	0	0	5,000	0.00%
230 - CASp FUND, AB 1379	5,600	5,600	0	0	5,600	0.00%
231 - SUCCESSOR AGCY PA 1 RORF	0	0	0	15,285,742	-15,285,742	0.00%
235 - SO COAST AIR QUALITY FUND	42,500	42,500	10,249	24,869	17,631	58.52%
237 - SUCCESSOR AGCY PA 1 ADMIN	0	0	0	3,500	-3,500	0.00%
241 - HOUSING AUTHORITY	1,542,200	1,761,200	108,095	929,737	831,463	52.79%
243 - RDA LOW-MOD HOUSING FUN	250,000	250,000	0	700	249,300	0.28%
244 - HOUSING GRANTS (Multiple)	0	160,000	5,223	87,219	72,781	54.51%
247 - ECONOMIC DEVELOPMENT FL	21,500	71,500	0	66,763	4,737	93.38%
249 - SA 2011 LOW/MOD BOND FUI	20,000	8,650,545	-55	8,631,040	19,505	99.77%
250 - TRANSPORTATION DIF FUND	604,500	1,816,757	0	400,000	1,416,757	22.02%
253 - LIBRARY DEVELOPMENT DIF	30,000	30,000	0	0	30,000	0.00%
254 - COMMUNITY & CULTURAL CEI	125,000	125,000	0	0	125,000	0.00%
270 - ART IN PUBLIC PLACES FUND	127,000	742,700	6,460	93,987	648,713	12.65%
310 - LQ FINANCE AUTHORITY DEBT	1,100	1,100	0	0	1,100	0.00%
401 - CAPITAL IMPROVEMENT PROC	9,894,806	60,651,008	230,737	4,432,356	56,218,652	7.31%
405 - SA PA 1 CAPITAL IMPRV FUND	0	1,128,751	0	1,067,016	61,735	94.53%
501 - FACILITY & FLEET REPLACEMEI	1,222,750	1,619,714	318,385	818,880	800,834	50.56%
502 - INFORMATION TECHNOLOGY	1,786,700	2,256,627	136,980	1,101,794	1,154,833	48.82%
503 - PARK EQUIP & FACILITY FUND	255,000	347,635	127,074	242,292	105,343	69.70%
504 - INSURANCE FUND	936,800	936,800	845	919,483	17,317	98.15%
601 - SILVERROCK RESORT	4,161,262	4,191,262	443,214	3,649,491	541,771	87.07%
602 - SILVERROCK GOLF RESERVE	0	30,000	0	30,000	0	100.00%
760 - SUPPLEMENTAL PENSION PLA	12,850	12,850	0	12,833	17	99.87%
761 - CERBT OPEB TRUST	1,500	1,500	0	1,322	178	88.15%
762 - PARS PENSION TRUST	52,000	52,000	4,833	50,034	1,966	96.22%
Report Total:	86,463,054	172,178,807	3,262,905	75,961,517	96,217,290	44.12%

[CLICK HERE to Return to Agenda Fund Descriptions](#)

Fund #	Name	Notes
101	General Fund	The primary fund of the City used to account for all revenue and expenditures of the City; a broad range of municipal activities are provided through this fund.
201	Gas Tax Fund	Gasoline sales tax allocations received from the State which are restricted to street-related expenditures.
202	Library and Museum Fund	Revenues from property taxes and related expenditures for library and museum services.
203	Public Safety Fund	General Fund Measure G sales tax revenue set aside for public safety expenditures.
210	Federal Assistance Fund	Community Development Block Grant (CDBG) received from the federal government and the expenditures of those resources.
212	SLESF (COPS) Fund	Supplemental Law Enforcement Services Funds (SLESF) received from the State for law enforcement activities. Also known as Citizen's Option for Public Safety (COPS).
215	Lighting & Landscaping Fund	Special assessments levied on real property for city-wide lighting and landscape maintenance/improvements and the expenditures of those resources.
220	Quimby Fund	Developer fees received under the provisions of the Quimby Act for park development and improvements.
221	AB939 Fund/Cal Recycle	Franchise fees collected from the city waste hauler that are used to reduce waste sent to landfills through recycling efforts. Assembly Bill (AB) 939.
223	Measure A Fund	County sales tax allocations which are restricted to street-related expenditures.
224	TUMF Fund	Developer-paid Transportation Uniform Mitigation Fees (TUMF) utilized for traffic projects in Riverside County.
225	Infrastructure Fund	Developer fees for the acquisition, construction or improvement of the City's infrastructure as defined by Resolution
226	Emergency Mgmt. Performance Grant (EMPG)	Federal Emergency Management Agency (FEMA) grant for emergency preparedness.
227	State Homeland Security Programs (SHSP)	Federal Emergency Management Agency (FEMA) grant for emergency preparedness.
230	CASP Fund, AB1379 / SB1186	Certified Access Specialist (CASP) program fees for ADA Accessibility Improvements; derived from Business License renewals. Assembly Bill (AB) 1379 and Senate Bill (SB) 1186.
231	Successor Agency PA 1 RORF Fund	Successor Agency (SA) Project Area (PA) 1 Redevelopment Obligation Retirement Fund (RORF) for Redevelopment Property Tax Trust Fund (RPTTF) taxes received for debt service payments on recognized obligations of the former Redevelopment Agency (RDA).
235	SO Coast Air Quality Fund (AB2766, PM10)	Contributions from the South Coast Air Quality Management District. Uses are limited to the reduction and control of airborne pollutants. Assembly Bill (AB) 2766.
237	Successor Agency PA 1 Admin Fund	Successor Agency (SA) Project Area (PA) 1 for administration of the Recognized Obligation Payment Schedule (ROPS) associated with the former Redevelopment Agency (RDA).
241	Housing Authority	Activities of the Housing Authority which is to promote and provide quality affordable housing.
243	RDA Low-Moderate Housing Fund	Activities of the Housing Authority which is to promote and provide quality affordable housing. Accounts for RDA loan repayments (20% for Housing) and housing programs.
244	Housing Grants	Activities related Local Early Action Planning (LEAP) and SB2 grants for housing planning and development.
247	Economic Development Fund	Proceeds from sale of City-owned land; transferred from General Fund for future economic development.
249	SA 2011 Low/Mod Bond Fund	Successor Agency (SA) low/moderate housing fund; 2011 bonds refinanced in 2016.
250	Transportation DIF Fund	Developer impact fees collected for specific public improvements - transportation related.
251	Parks & Rec. DIF Fund	Developer impact fees collected for specific public improvements - parks and recreation.
252	Civic Center DIF Fund	Developer impact fees collected for specific public improvements - Civic Center.
253	Library Development DIF Fund	Developer impact fees collected for specific public improvements - library.
254	Community Center DIF Fund	Developer impact fees collected for specific public improvements - community center.
255	Street Facility DIF Fund	Developer impact fees collected for specific public improvements - streets.
256	Park Facility DIF Fund	Developer impact fees collected for specific public improvements - parks.
257	Fire Protection DIF Fund	Developer impact fees collected for specific public improvements - fire protection.
270	Art In Public Places Fund	Developer fees collected in lieu of art placement; utilized for acquisition, installation and maintenance of public artworks.
275	LQ Public Safety Officer Fund	Annual transfer in from General Fund; distributed to public safety officers disabled or killed in the line of duty.
299	Interest Allocation Fund	Interest earned on investments.
310	LQ Finance Authority Debt Service Fund	Accounted for the debt service the Financing Authority's outstanding debt and any related reporting requirements. This bond was fully paid in October 2018.
401	Capital Improvement Program Fund	Planning, design, and construction of various capital projects throughout the City.
405	SA PA 1 Capital Improvement Fund	Successor Agency (SA) Project Area (PA) 1 bond proceeds restricted by the bond indenture covenants. Used for SilverRock infrastructure improvements.
501	Equipment Replacement Fund	Internal Service Fund for vehicles, heavy equipment, and related facilities.
502	Information Technology Fund	Internal Service Fund for computer hardware and software and phone systems.
503	Park Equipment & Facility Fund	Internal Service Fund for park equipment and facilities.
504	Insurance Fund	Internal Service Fund for city-wide insurance coverages.
601	SilverRock Resort Fund	Enterprise Fund for activities of the city-owned golf course.
602	SilverRock Golf Reserve Fund	Enterprise Fund for golf course reserves for capital improvements.
760	Supplemental Pension Plan (PARS Account)	Supplemental pension savings plan for excess retiree benefits to general employees of the City.
761	Other Post Benefit Obligation Trust (OPEB)	For retiree medical benefits and unfunded liabilities.
762	Pension Trust Benefit (PARS Account)	For all pension-related benefits and unfunded liabilities.

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City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED JUNE 17 AND 24, 2022

RECOMMENDATION

Approve demand registers dated June 17 and 24, 2022.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	2,150,867.32
Successor Agency of RDA	\$	-
Housing Authority	\$	17,706.88
	\$	<u>2,168,574.20</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for June 17 & 24, 2022.

Warrants Issued:

208045-208125	\$	390,718.32
208126-208193	\$	1,336,016.07
EFT #120	\$	200.00
Wire Transfers	\$	179,612.38
Payroll Tax Transfers	\$	47,348.48
Payroll Check # 37650	\$	92.35
Payroll Direct Deposit	\$	214,586.60
	\$	<u>2,168,574.20</u>

The most significant expenditures on the demand registers are:

Vendor	Account Name(s)	Amount	Purpose
Coachella Valley Water District ⁽¹⁾	Construction & Utilities	\$ 945,663.30	SRR Canal Crossing Construction & Water Service for City
Chevrolet Cadillac	Vehicles	\$ 92,586.70	Purchase City Fleet Vehicles One Traverse & Two Equinoxes
Coachella Valley Assoc of Government	TUMF Payable to CVAG	\$ 68,750.00	May TUMF Fees
PWLC II, Inc.	Maintenance/Services	\$ 59,086.38	June Citywide Landscape Maintenance Services
Pro-Cal Lighting, Inc.	Construction	\$ 34,968.86	X-Park Smart Pole Installation

⁽¹⁾ Payments were made on 6/17/22 & 6/24/22

Wire Transfers: Four transfers totaled \$179,612. Of this amount, \$172,409 was to Landmark, and \$4,949 was to ICMA. (See Attachment 2 for a complete listing).

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

Transaction	Issuer	Type	Par Value	Settle Date	Coupon Rate
Maturity	Allegiance Bank	CD	\$ 245,000	6/13/22	3.100%
Purchase	United States Government	Treasury	\$ 2,000,000	6/13/22	0.125%
Purchase	United States Government	Treasury	\$ 4,000,000	6/13/22	0.125%
Purchase	United States Government	Treasury	\$ 2,000,000	6/13/22	0.125%
Purchase	United States Government	Treasury	\$ 5,000,000	6/13/22	0.125%
Purchase	United States Government	Treasury	\$ 3,000,000	6/13/22	0.125%

Prepared by: Jesse Batres, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

- Attachments: 1. Demand Registers
 2. Wire Transfers

Demand Register

Packet: APPKT03162 - 06/17/2022 JB



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
CENTRAL COMMUNICATIONS	208058	05/2022 - STVR HOTLINE	Professional Services	101-6004-60103	580.75
DESERT SUN PUBLISHING, LLC	208067	04/22/22 - B&C ANNUAL RECRUITMENT	Advertising	101-1005-60450	360.80
DESERT SUN PUBLISHING, LLC	208067	04/08-04/15/22 - SURPLUS AD	Advertising	101-1006-60450	171.60
DESERT SUN PUBLISHING, LLC	208067	04/01/22 - ANDALUSIA SDP & TTM	Advertising	101-6002-60450	441.00
CHARTER COMMUNICATIONS ...	208059	06/05-07/04/22 - FS #32 CABLE (1841)	Cable/Internet - Utilities	101-2002-61400	10.51
PALMS TO PINES PRINTING	208101	6/10/22- DIE STRUCK LAPEL PIN (1000) FO...	Marketing & Tourism Promoti...	101-3007-60461	2,120.63
CHARTER COMMUNICATIONS ...	208059	06/03-07/02/22 - FS #93 INTERNET (3514)	Cable/Internet - Utilities	101-2002-61400	99.99
ARMENDARIZ, DERRICK	208052	06/09/22 - TUITION REIMB D.ARMENDARIZ	Training & Education/MOU	101-1004-60322	2,180.50
FLORES, TANIA	208072	06/09/22 - TUITION REIMB T.FLORES	Training & Education/MOU	101-1004-60322	475.25
PALMS TO PINES PRINTING	208101	06/10/22 - BALL CAPS (55) FOR CITY BDAY	Marketing & Tourism Promoti...	101-3007-60461	1,327.89
ONE ELEVEN LA QUINTA LLC	208098	06/16/22 - SALES TAX REIMB QTR ENDING...	Sales Tax Reimbursements	101-1007-60535	16,278.25
LINDE GAS & EQUIPMENT INC.	208086	05/31/22 - FINANCE CHARGE	Materials/Supplies	101-3008-60431	1.18
LINDE GAS & EQUIPMENT INC.	208086	04/20-05/20/22 - CYLINDER RENTAL	Materials/Supplies	101-3008-60431	39.08
THE SHERWIN-WILLIAMS CO.	208116	06/03/22 - PAINT FOR GRAFFITI REMOVAL	Supplies-Graffiti and Vandalism	101-3005-60423	214.63
FERGUSON ENTERPRISES, INC	208071	05/24/22 - MOUNT SOAP DISPENSER FOR ...	Materials/Supplies	101-3008-60431	58.49
FERGUSON ENTERPRISES, INC	208071	05/24/22 - FLUSHOMETERS FOR CH REST...	Materials/Supplies	101-3008-60431	118.94
FERGUSON ENTERPRISES, INC	208071	06/01/22 - MOUNT SOAP DISPENSER FOR...	Materials/Supplies	101-3008-60431	58.49
FERGUSON ENTERPRISES, INC	208071	06/02/22 - MOUNT SOAP DISPENSER	Materials/Supplies	101-3008-60431	175.45
HR GREEN PACIFIC INC	208079	04/2022 - ONCALL PLAN CHECK SVCS ENG...	Map/Plan Checking	101-7002-60183	13,797.00
SPARKLETTTS	208111	05/18/22 & 06/01/22 - CITYWIDE DRINKI...	Citywide Supplies	101-1007-60403	186.77
APOLLO WOOD PRODUCTS	208049	12/28/20 - PLAYGROUND FIBER WOOD CH...	Materials/Supplies	101-3005-60431	4,863.60
BIG TEX TRAILER WORLD INC	208057	06/16/22 - FS #32 UTILITY TRAILER	Machinery & Equipment	101-2002-80101	5,273.81
ARK CONNECTS LLC	208051	06/2022 - CREATIVE RETAINER	Marketing & Tourism Promoti...	101-3007-60461	4,100.00
DESERT SANDS UNIFIED SCHO...	208066	03/10-04/06/22 - BP #10 SCHOOL RESOU...	School Officer	101-2001-60168	18,488.15
LOS ANGELES MAGAZINE LLC	208087	05/2022-06/2022 - eNEWSLETTER ADS	Marketing & Tourism Promoti...	101-3007-60461	5,000.00
NI GOVERNMENT SERVICES INC	208095	05/2022 - SATELLITE PHONES	Mobile/Cell Phones/Satellites	101-2002-61304	80.71
ANSAFONE CONTACT CENTERS	208048	05/09-06/05/22 - PM 10 ANSWERING SER...	PM 10 - Dust Control	101-7006-60146	137.25
XPRESS GRAPHICS	208125	05/23/22 - XPARK RULES SIGNAGE	Community Experiences	101-3003-60149	103.84
ODP BUSINESS SOLUTIONS, LLC	208097	06/02/22 - OFFICE SUPPLIES	Office Supplies	101-1006-60400	77.88
CITY CLERK ASSOCIATION OF C...	208060	07/01/22-06/30/23 - MEMBERSHIP T.FLO...	Membership Dues	101-6002-60351	200.00
PRYOR LEARNING, INC.	208105	06/08/22 - TRAINING SEMINAR M.GONZA...	Travel & Training	101-6006-60320	199.00
STAPLES ADVANTAGE	208112	02/11/22 - INK FOR PLOTTER	Office Supplies	101-7001-60400	69.21
STAPLES ADVANTAGE	208112	06/06/22 - CITYWIDE CUPS	Citywide Supplies	101-1007-60403	54.91
SOUTH COAST AIR QUALITY M...	208110	03/17/22 - SENIOR CENTER ANNUAL OP F...	Annual Permits/Inspections	101-3008-60196	440.15
SOUTH COAST AIR QUALITY M...	208110	FY 21-22 SENIOR CENTER EMISSIONS FEES	Annual Permits/Inspections	101-3008-60196	149.72
MISSION LINEN SUPPLY	208094	05/24/22 - UNIFORMS	Uniforms	101-6003-60690	291.02
RASA/ERIC NELSON	208107	06/08/22 - FTM 2022-0001 ONCALL MAP ...	Map/Plan Checking	101-7002-60183	645.00
RASA/ERIC NELSON	208107	06/08/22 - FTM 2022-0002 ONCALL MAP ...	Map/Plan Checking	101-7002-60183	740.00
RASA/ERIC NELSON	208107	06/10/22 - LAD 2022-0001 ONCALL MAP ...	Map/Plan Checking	101-7002-60183	580.00
RASA/ERIC NELSON	208107	06/10/22 - LLA 2022-005 ONCALL MAP CH...	Map/Plan Checking	101-7002-60183	780.00
RASA/ERIC NELSON	208107	06/10/22 - FTM 2020-0005 ONCALL MAP ...	Map/Plan Checking	101-7002-60183	310.00
PRYOR LEARNING, INC.	208105	05/17/22 - PRYOR TRAINING YR SUBSCRIP...	Travel & Training	101-6006-60320	199.00
ROBERT HALF	208109	04/15/22 - TEMP AGENCY SVCS G.HU	Temporary Agency Services	101-6002-60125	1,355.40
ROBERT HALF	208109	05/06/22 - TEMP AGENCY SVCS G.HU	Temporary Agency Services	101-6002-60125	1,355.40
ROBERT HALF	208109	05/13/22 - TEMP AGENCY SVCS G.HU	Temporary Agency Services	101-6002-60125	1,355.40
ROBERT HALF	208109	05/20/22 - TEMP AGENCY SVCS G.HU	Temporary Agency Services	101-6002-60125	1,355.40
ROBERT HALF	208109	05/27/22 - TEMP AGENCY SVCS T. SUDAK...	Temporary Agency Services	101-6006-60125	32.58
ROBERT HALF	208109	06/03/22 - TEMP AGENCY SVCS T.SUDAKO...	Temporary Agency Services	101-6006-60125	885.20
MERCHANTS BUILDING MAINT...	208090	05/10/22 - WC COVID 19 CLEANNG	Janitorial	101-3008-60115	1,299.20
MERCHANTS BUILDING MAINT...	208090	05/23/22 - WC COVID 19 CLEANING	Janitorial	101-3008-60115	1,299.20
MERCHANTS BUILDING MAINT...	208090	05/24/22 - PW YARD COVID 19 CLEANING	Janitorial	101-3008-60115	290.00
INTERWEST CONSULTING GR...	208081	04/2022 - INSPECTION SERVICES	Plan Checks	101-6003-60118	14,870.85
ESGIL CORPORATION	208069	04/2022 - ONCALL PLAN REVIEW	Plan Checks	101-6003-60118	2,520.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
INTERWEST CONSULTING GR...	208081	05/2022 - INSPECTION SERVICES	Plan Checks	101-6003-60118	14,177.40
STERICYCLE, INC	208113	08/20/21 - POLICE SHRED	LQ Police Volunteers	101-2001-60109	19.25
STERICYCLE, INC	208113	09/17/21 - POLICE SHRED	LQ Police Volunteers	101-2001-60109	19.25
STERICYCLE, INC	208113	10/15/21 & 11/12/21 - POLICE SHRED	LQ Police Volunteers	101-2001-60109	38.50
STERICYCLE, INC	208113	01/18/22 - POLICE SHRED	LQ Police Volunteers	101-2001-60109	19.25
STERICYCLE, INC	208113	02/04/22 - POLICE SHRED	LQ Police Volunteers	101-2001-60109	19.25
STERICYCLE, INC	208113	03/04/22 - POLICE SHRED	LQ Police Volunteers	101-2001-60109	19.25
STERICYCLE, INC	208113	04/01/22 - POLICE SHRED	LQ Police Volunteers	101-2001-60109	19.25
STERICYCLE, INC	208113	04/29/22 - POLICE SHRED	LQ Police Volunteers	101-2001-60109	19.25
ONTRAC	208099	06/01/22 - SHIP VETERANS PANEL FOR EN...	Postage	101-1007-60470	21.28
JNS MEDIA SPECIALISTS	208082	05/2022 INVOICES & 06/2022 RETAINER	Marketing & Tourism Promoti...	101-3007-60461	13,476.60
KONE INC	208084	01/01-03/31/21 - CH ELEVATOR MAINT	Maintenance/Services	101-3008-60691	607.35
KONE INC	208084	10/01-12/31/21 - CH ELEVATOR MAINT	Maintenance/Services	101-3008-60691	631.65
INTERWEST CONSULTING GR...	208081	04/2022 - ONCALL BUILDING & SAFETY PL...	Plan Checks	101-6003-60118	2,775.00
INTERWEST CONSULTING GR...	208081	04/2022 - ONCALL BUILDING & SAFETY PL...	Plan Checks	101-6003-60118	11,793.75
IMPERIAL IRRIGATION DIST	208080	06/17/22 - ELECTRICITY SERVICE	Electric - Monticello Park - Utili...	101-3005-61102	13.49
IMPERIAL IRRIGATION DIST	208080	06/17/22 - ELECTRICITY SERVICE	Electric - Community Park - Util...	101-3005-61109	5,696.27
COACHELLA VALLEY WATER DI...	208062	06/13/22 - WATER SERVICE	Water - Utilities	101-2002-61200	512.41
COACHELLA VALLEY WATER DI...	208062	06/13/22 - WATER SERVICE	Water -Monticello Park - Utiliti...	101-3005-61201	3,367.72
COACHELLA VALLEY WATER DI...	208062	06/13/22 - WATER SERVICE	Water -Pioneer Park - Utilities	101-3005-61207	626.56
COACHELLA VALLEY WATER DI...	208062	06/13/22 - WATER SERVICE	Water -Seasons Park - Utilities	101-3005-61208	28.22
COACHELLA VALLEY WATER DI...	208062	06/13/22 - WATER SERVICE	Water - Utilities	101-3008-61200	24.71
COACHELLA VALLEY WATER DI...	208062	06/15/22 - WATER SERVICE	Water - Utilities	101-2002-61200	274.24
COACHELLA VALLEY WATER DI...	208062	06/15/22 - WATER SERVICE	Water -Fritz Burns Park - Utiliti...	101-3005-61204	168.28
COACHELLA VALLEY WATER DI...	208062	06/15/22 - WATER SERVICE	Water -Community Park - Utilit...	101-3005-61209	239.48
COACHELLA VALLEY WATER DI...	208062	06/15/22 - WATER SERVICE	Water - Utilities	101-3008-61200	71.69
DESERT RESORT MANAGEMENT	208065	06/2022 - SECURITY PATROL SERVICE	Professional Services	101-6004-60103	3,648.15
PACIFIC WEST AIR CONDITION...	208100	05/13/22 - INSPECTION OF CH CHILLER	HVAC	101-3008-60667	2,030.18
PACIFIC WEST AIR CONDITION...	208100	05/30/22 - CH HVAC MOTORS & FAN BLA...	HVAC	101-3008-60667	4,389.15
PETRA-1, LP	208102	04/15/22 - FITNESS GYM WIPES	Operating Supplies	101-3002-60420	719.56
FRONTIER COMMUNICATIONS...	208073	06/2022 - LQ PARK PHONE	Telephone - Utilities	101-3005-61300	47.34
ACTION PARK ALLIANCE, INC.	208046	03/23-06/30/22 - ADDITIONAL CLEANING ...	X-Park Programming	101-3003-60190	7,748.15
ACTION PARK ALLIANCE, INC.	208046	06/2022 - SKATEPARK MANAGEMENT	X-Park Programming	101-3003-60190	23,782.50
BANK OF THE WEST	208053	5/2/22 - TENT AND CHAIRS RENTAL FOR L...	Community Engagement	101-3007-60137	1,407.53
BANK OF THE WEST	208053	5/4/22 - ATV 32 EQUIP OFF ROAD RESCUE...	Sales Taxes Payable	101-0000-20304	-8.03
BANK OF THE WEST	208053	05/19/22 - WC GYM CARDS W/ KEY TAGS ...	Sales Taxes Payable	101-0000-20304	-72.53
BANK OF THE WEST	208053	05/16/22 - FRED PRYOR MEMBERSHIP J.B...	Travel & Training	101-1006-60320	199.00
BANK OF THE WEST	208053	05/2022 - INTRO TO GOV ACCOUNTING D...	Travel & Training	101-1006-60320	75.00
BANK OF THE WEST	208053	05/2022 - INTRO TO GOV ACCOUNTING J...	Travel & Training	101-1006-60320	75.00
BANK OF THE WEST	208053	05/06/22 - AP CHECK EXPRESS MAIL	Postage	101-1007-60470	26.95
BANK OF THE WEST	208053	04/29/22 - ATV 32 EQUIPMENT OFF ROAD...	Fire Station	101-2002-60670	2,557.66
BANK OF THE WEST	208053	05/04/22 - ATV 32 EQUIPMENT OFF ROAD...	Fire Station	101-2002-60670	99.87
BANK OF THE WEST	208053	05/25/22 - ATV 32 EQUIPMENT OFF ROAD...	Fire Station	101-2002-60670	125.01
BANK OF THE WEST	208053	05/23/22 - VINYL DECAL FOR ATV	Fire Station	101-2002-60670	114.19
BANK OF THE WEST	208053	05/25/22 - FS # 93 REPLACING OLD MATT...	Furniture	101-2002-71021	2,618.55
BANK OF THE WEST	208053	05/19/22 - WC GYM CARDS W/ KEY TAGS	Community Experiences	101-3003-60149	970.53
BANK OF THE WEST	208053	05/09/22 - HEALTH DEPARTMENT FOOD P...	Community Experiences	101-3003-60149	203.72
BANK OF THE WEST	208053	05/17/22 - MATERIALS	Materials/Supplies	101-3008-60431	56.57
BANK OF THE WEST	208053	04/20/22 - EXPRESS LANE TO APWA AWA...	Travel & Training	101-7001-60320	30.30
BANK OF THE WEST	208053	05/02/22 - APWA LUNCH MEETING J.MIG...	Travel & Training	101-7001-60320	88.02
BANK OF THE WEST	208053	05/03/22 - APWA LUNCH MEETING K.GU...	Travel & Training	101-7006-60320	29.34
BANK OF THE WEST	208053	05/10/22 - INTERVIEW PANEL LUNCH CR ...	Recruiting/Pre-Employment	101-1004-60129	70.65
BANK OF THE WEST	208053	05/11/22 - INTERVIEW PANEL LUNCH PE...	Recruiting/Pre-Employment	101-1004-60129	80.69
BANK OF THE WEST	208053	05/19/22 - INTERVIEW LUNCH PANEL MA...	Recruiting/Pre-Employment	101-1004-60129	141.91
BANK OF THE WEST	208053	05/26/22 - SNACKS FOR CLASS	Travel & Training	101-1004-60320	15.38
BANK OF THE WEST	208053	05/17/22 - PAPER SHREDDER	Office Supplies	101-1002-60400	298.62
BANK OF THE WEST	208053	05/25/22 - LYSOL SPRAY	Operating Supplies	101-1002-60420	8.64
BANK OF THE WEST	208053	05/13/2022 - FLASH DRIVES (20)	Office Supplies	101-1005-60400	149.67
BANK OF THE WEST	208053	05/09/22 - BUDGET DOCUMENT TRAINING..	Travel & Training	101-1006-60320	210.00
BANK OF THE WEST	208053	05/24/22 - VACCUM FOR FINANCE	Office Supplies	101-1006-60400	74.40

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BANK OF THE WEST	208053	05/24/22 - AA BATTERIES	Office Supplies	101-1006-60400	20.08
BANK OF THE WEST	208053	05/03/22 - AAAA BATTERIES	Office Supplies	101-2002-60400	11.95
BANK OF THE WEST	208053	04/28/22 - HYDRANT WRENCH	Small Tools & Equipment	101-2002-60545	33.68
BANK OF THE WEST	208053	04/28/22 - SUPPLIES FOR FIRE SAFETY SPE...	Small Tools & Equipment	101-2002-60545	44.57
BANK OF THE WEST	208053	05/04/22 - HANDHELD GPS NAVIGATOR	Fire Station	101-2002-60670	195.75
BANK OF THE WEST	208053	05/18/2022 - SUPPLIES FOR ATV	Fire Station	101-2002-60670	125.51
BANK OF THE WEST	208053	05/04/22 - SCREEN PROTECTOR & CARRY ...	Fire Station	101-2002-60670	25.87
BANK OF THE WEST	208053	05/04/22 - ATV OIL CHANGE KIT AND FILT...	Fire Station	101-2002-60670	91.74
BANK OF THE WEST	208053	05/18/22 - TRUCK BED STORAGE FOR KHO...	Vehicles	101-2002-71031	1,576.86
BANK OF THE WEST	208053	05/2022 - MAILCHIMP	Membership Dues	101-3007-60351	130.00
BANK OF THE WEST	208053	05/2022 - MUSIC & STORAGE BUNDLE	Marketing & Tourism Promoti...	101-3007-60461	19.95
BANK OF THE WEST	208053	04/30/22 - FB BOOSTED ADS	Marketing & Tourism Promoti...	101-3007-60461	8.71
BANK OF THE WEST	208053	04/30/22 - FB BOOSTED ADS	Marketing & Tourism Promoti...	101-3007-60461	73.13
BANK OF THE WEST	208053	05/09/2022 - X PARK FIRE CODE SIGNAGE	Materials/Supplies	101-3008-60431	68.71
BANK OF THE WEST	208053	05/09/2022 - X PARK FIRE CODE SIGNAGE	Materials/Supplies	101-3008-60431	27.67
BANK OF THE WEST	208053	05/09/2022 - X PARK FIRE CODE SIGNAGE	Materials/Supplies	101-3008-60431	63.08
BANK OF THE WEST	208053	05/2022 - DESERT SUN SUBSCRIPTION	Subscriptions & Publications	101-6001-60352	9.52
BANK OF THE WEST	208053	05/23/22 - OFFICE SUPPLIES	Office Supplies	101-6001-60400	191.76
BANK OF THE WEST	208053	05/23/2022 - STANDING DESKS	Office Supplies	101-6001-60400	294.37
BANK OF THE WEST	208053	05/16/22 - POOL CHEMICAL TEST	Supplies - Field	101-6004-60425	21.70
BANK OF THE WEST	208053	05/26/22 - CEQA COUNTY RECORDING FEE	Due to County Recorder	101-0000-20325	51.14
BANK OF THE WEST	208053	05/12/22 - PHN/ADVERT SR SNC	Advertising	101-6002-60450	117.40
BANK OF THE WEST	208053	05/24/22 - LUNCH FOR SAFETY TRAINING	Travel & Training	101-3005-60320	55.82
BANK OF THE WEST	208053	FY 22/23 CALTRAVEL SUMMIT M.GRAHAM..	Prepaid Expense	101-0000-13600	899.00
BANK OF THE WEST	208053	05/25/22 - DVBA LUNCH EVENT J.PENA	Travel & Training	101-1001-60320	20.00
BANK OF THE WEST	208053	05/03/22 - COUNCIL MEETING DINNER	Travel & Training	101-1001-60320	173.46
BANK OF THE WEST	208053	05/17/22 - COUNCIL MEETINGS SNACKS	Travel & Training	101-1001-60320	68.00
BANK OF THE WEST	208053	05/17/22 - COUNCIL MEETING DINNER	Travel & Training	101-1001-60320	147.90
BANK OF THE WEST	208053	05/20/22 - FRAMES FOR CC PROCLAMATI...	Operating Supplies	101-1001-60420	132.44
BANK OF THE WEST	208053	05/04/22 - LUNCH MEETING	Travel & Training	101-1002-60320	70.00
BANK OF THE WEST	208053	05/25/22 - GREATER PALM SPRINGS GOLF...	Travel & Training	101-1002-60320	750.00
BANK OF THE WEST	208053	05/26/22 - LUNCH MEETING	Travel & Training	101-1002-60320	46.98
BANK OF THE WEST	208053	05/16/22 - FOOD FOR M&O ALL HANDS M...	Travel & Training	101-7003-60320	191.22
BANK OF THE WEST	208053	05/16/22 - DRINKS FOR M&O ALL HANDS...	Travel & Training	101-7003-60320	105.48
BANK OF THE WEST	208053	05/16/22 - CMC CERTIFICATION PROGRAM..	Travel & Training	101-1005-60320	125.00
BANK OF THE WEST	208053	04/12/22 - IIMC ANNUAL MEMBERSHIP L...	Membership Dues	101-1005-60351	115.00
OCEAN SPRINGS TECH INC	208096	06/2022 -FB POOL CAT 5000 COMPUTER ...	Fritz Burns Pool Maintenance	101-3005-60184	240.00
IMPERIAL IRRIGATION DIST	208080	06/15/22 - ELECTRICITY SERVICE	Electric - SilverRock Event Site -...	101-3005-61115	2,258.69
COACHELLA VALLEY WATER DI...	208062	06/15/22 - WATER SERVICE	PM 10 - Dust Control	101-7006-60146	40.80
COACHELLA VALLEY WATER DI...	208062	05/31/22 - WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	1,115.51
EYECARE SERVICE PARTNERS ...	208070	06/14/22 - HAZARD MATERIALS FEE REFU...	Over Payments, AR Policy	101-0000-20330	98.00
DSI SECURITY SERVICE	208068	06/14/22 - BUSINESS LIC REFUND LIC 770...	Over Payments, AR Policy	101-0000-20330	15.00
RIVERSIDE COUNTY SHERIFF D...	208108	03/25-04/24/22 - MOTOR FUEL CHARGES	Sheriff - Other	101-2001-60176	1,163.58
RIVERSIDE COUNTY SHERIFF D...	208108	04/25-05/24/22 - MOTOR FUEL CHARGES	Sheriff - Other	101-2001-60176	677.34
HINDERLITER DE LLAMAS & AS...	208078	04/2022-06/2022 - TRANSACTION TAX	Consultants	101-1006-60104	300.00
TOURISM ECONOMICS LLC	208118	05/31/22 - STVR INITIATIVE IMPACT REPO...	Contingency for Operations	101-1002-60510	3,500.00

Fund 101 - GENERAL FUND Total: 230,302.47

Fund: 201 - GAS TAX FUND

TOPS' N BARRICADES INC	208117	06/06/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	34.26
TOPS' N BARRICADES INC	208117	06/06/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	52.74
MARTIN MARIETTA	208089	05/31/22 - ASPHALT	Asphalt	201-7003-60430	180.85
SUMMIT SAFETY LLC	208114	05/09/22 - IMPRINT FOR UNIFORMS	Safety Gear	201-7003-60427	331.39
WHITE CAP CONSTRUCTION S...	208124	05/19/22 - EPOXY ADHESIVES (10)	Materials/Supplies	201-7003-60431	658.91
UNDERGROUND SERVICE ALERT	208122	06/2022 - DIG ALERT FEES	Materials/Supplies	201-7003-60431	71.05
BANK OF THE WEST	208053	05/10/22 - DEPOSIT RETURN FOR ROTARY...	Materials/Supplies	201-7003-60431	-440.00
BANK OF THE WEST	208053	05/10/22 - ROTARY MIXER RENTAL	Materials/Supplies	201-7003-60431	643.09

Fund 201 - GAS TAX FUND Total: 1,532.29

Fund: 202 - LIBRARY & MUSEUM FUND

KONE INC	208084	01/01-03/31/21 - MUSEUM ELEVATOR MA..	Maintenance/Services	202-3006-60691	607.35
KONE INC	208084	10/01-12/31/21 - MUSEUM ELEVATOR MA..	Maintenance/Services	202-3006-60691	631.65

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COACHELLA VALLEY WATER DI...	208062	06/13/22 - WATER SERVICE	Water - Utilities	202-3006-61200	178.70
Fund 202 - LIBRARY & MUSEUM FUND Total:					1,417.70
Fund: 215 - LIGHTING & LANDSCAPING FUND					
LANDMARK GOLF MANAGEM...	208085	04/2022 - SRR PERIMETER LS MAINT	SilverRock Way Landscape	215-7004-60143	5,278.00
LANDMARK GOLF MANAGEM...	208085	05/2022 - SRR PERIMETER LS MAINT	SilverRock Way Landscape	215-7004-60143	6,028.00
TRI-STATE MATERIALS INC	208119	05/25/22 - LANDSCAPE DG	Materials/Supplies	215-7004-60431	794.96
SPARKLETTES	208111	05/18/22 & 06/01/22 - DRINKING WATER	Operating Supplies	215-7004-60420	223.00
MACIAS NURSERY, INC.	208088	06/01/22 - PLANTS	Materials/Supplies	215-7004-60431	2,748.70
PWLC II, INC	208106	06/10/22 - LANDSCAPE DG FOR FS #70	Maintenance/Services	215-7004-60691	1,824.00
PWLC II, INC	208106	06/10/22 - PLANT REPLACEMENT	Maintenance/Services	215-7004-60691	1,216.00
BANK OF THE WEST	208053	05/03/22 - LUNCH COOLERS (2)	Operating Supplies	215-7004-60420	130.48
BANK OF THE WEST	208053	05/03/22 - SUNSCREEN	Safety Gear	215-7004-60427	10.58
BANK OF THE WEST	208053	04/29/22 - POTTERY	Materials/Supplies	215-7004-60431	1,065.75
IMPERIAL IRRIGATION DIST	208080	06/13/22 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	1,272.37
IMPERIAL IRRIGATION DIST	208080	06/13/22 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	493.94
IMPERIAL IRRIGATION DIST	208080	06/15/22 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	820.53
IMPERIAL IRRIGATION DIST	208080	06/15/22 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	524.95
COACHELLA VALLEY WATER DI...	208062	06/15/22 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	2,084.83
COACHELLA VALLEY WATER DI...	208062	05/31/22 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	2,928.15
DESERT ELECTRIC SUPPLY	208064	05/31/22 - RAB BULLET LED LIGHTS (24)	Materials/Supplies	215-7004-60431	1,923.16
DESERT ELECTRIC SUPPLY	208064	06/01/22 - LED LIGHTING (105)	Materials/Supplies	215-7004-60431	2,895.54
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					32,262.94
Fund: 221 - AB 939 - CALRECYCLE FUND					
ALPHA MEDIA LLC	208047	05/2022 - RADIO ADS 93.7 KCLB	AB 939 Recycling Solutions	221-0000-60127	1,357.44
ALPHA MEDIA LLC	208047	05/2022 - RADIO ADS MIX 100.5	AB 939 Recycling Solutions	221-0000-60127	1,357.44
BANK OF THE WEST	208053	05/27/22 - STORAGE BINS	AB 939 Recycling Solutions	221-0000-60127	14.13
ARC ATTIRE, INC	208050	5/20/22- BENJAMIN FRANKLIN SCHOOL R...	AB 939 Recycling Solutions	221-0000-60127	591.30
Fund 221 - AB 939 - CALRECYCLE FUND Total:					3,320.31
Fund: 247 - ECONOMIC DEVELOPMENT FUND					
BANK OF THE WEST	208053	05/18/22 - DVBA LUNCH EVENT D.KINLEY ...	Travel & Training	247-0000-60320	80.00
Fund 247 - ECONOMIC DEVELOPMENT FUND Total:					80.00
Fund: 270 - ART IN PUBLIC PLACES FUND					
CJR DESIGN	208061	05/20/22 - GOLD STAR FAMILY MONUME...	Art Purchases	270-0000-74800	24,000.00
Fund 270 - ART IN PUBLIC PLACES FUND Total:					24,000.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
DESERT SUN PUBLISHING, LLC	208067	04/06-04/13/22 - TOPZ LANDSCAPE BID AD	Construction	401-0000-60188	1,372.80
DESERT SUN PUBLISHING, LLC	208067	04/20-04/27/22 - AVE 53 ROUNDABOUT B...	Construction	401-0000-60188	1,390.40
JTB SUPPLY CO., INC.	208083	05/31/22 - EQUIPMENT SHIPPING	Construction	401-0000-60188	72.50
JTB SUPPLY CO., INC.	208083	5/31/22 - STRUTHERS DUNN FLASH TRAN...	Construction	401-0000-60188	2,730.00
JTB SUPPLY CO., INC.	208083	5/31/22 EQUIPMENT TAXES	Construction	401-0000-60188	238.88
MICHAEL BAKER INTERNATIO...	208091	03/2022 - JEFFERSON ST/AVE 53 ROUNDA...	Design	401-0000-60185	1,881.50
HERMANN DESIGN GROUP INC	208077	01/2022 - SRR RETENTION BASIN SOIL STA...	Design	401-0000-60185	1,390.00
HERMANN DESIGN GROUP INC	208077	03/2022 - SRR BASIN LANDSCAPE ARCHIT...	Design	401-0000-60185	1,035.00
HERMANN DESIGN GROUP INC	208077	03/2022 - MARBELLA/SIERRA DEL RAY LA...	Design	401-0000-60185	3,679.50
HERMANN DESIGN GROUP INC	208077	03/2022 - DESERT PRIDE LANSCAPE ARCHI...	Design	401-0000-60185	2,943.00
HERMANN DESIGN GROUP INC	208077	03/2022 - X-PARK LANDSCAPE ARCHITECT...	Design	401-0000-60185	4,300.50
HERMANN DESIGN GROUP INC	208077	03/2022 - X-PARK LANDSCAPE ARCHITECT...	Design	401-0000-60185	850.00
PRO-CAL LIGHTING INC.	208104	03/31/22 - XPARK SMART POLE INSTALL	Construction	401-0000-60188	34,968.86
PLANIT REPROGRAPHICS SYST...	208103	04/08/22 - TOPAZ CONSTRUCTION SET	Construction	401-0000-60188	943.54
BANK OF THE WEST	208053	05/18/22 - TRAFFIC IT EQUIPMENT	Construction	401-0000-60188	216.92
BANK OF THE WEST	208053	05/05/22 - CHAIRS FOR X-PARK	Construction	401-0000-60188	913.43
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					58,926.83
Fund: 501 - FACILITY & FLEET REPLACEMENT					
MIKES AUTO ELECTRIC	208093	5/19/22 - VEHICLE SAFETY LIGHTS INSTALL...	Parts, Accessories, and Upfits	501-0000-60675	5,772.32
THE GAS COMPANY	208115	05/01-06/01/22 - SWEEPER FUEL	Street Sweeper	501-0000-60678	13.00
BANK OF THE WEST	208053	04/19/22 - CREEPER SEAT & STOOL COM...	Parts, Accessories, and Upfits	501-0000-60675	64.73
BANK OF THE WEST	208053	04/26/22 - RATCHET TIE DOWNS (16)	Parts, Accessories, and Upfits	501-0000-60675	1,137.92

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
FUELMAN	208074	05/2022 - FUEL CHARGES	Fuel & Oil	501-0000-60674	1,625.35
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					8,613.32
Fund: 502 - INFORMATION TECHNOLOGY					
CHARTER COMMUNICATIONS ...	208059	06/2022 - CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	170.85
TYLER TECHNOLOGIES	208121	03/22-03/25/22 - SOFTWARE SERVICES	Software Implementation/Enh...	502-0000-71049	878.75
TYLER TECHNOLOGIES	208121	03/28-03/31/22 - SOFTWARE SERVICES	Software Implementation/Enh...	502-0000-71049	1,202.50
TYLER TECHNOLOGIES	208121	03/15/-04/06/22 - SOFTWARE SERVICES	Software Implementation/Enh...	502-0000-71049	2,682.50
TYLER TECHNOLOGIES	208121	04/11-04/15/22 - SOFTWARE SERVICES	Software Implementation/Enh...	502-0000-71049	925.00
DECKARD TECHNOLOGIES, INC.	208063	04/2022 - RENTALScape	Software Licenses	502-0000-60301	3,750.00
DECKARD TECHNOLOGIES, INC.	208063	05/2022 - RENTALScape	Software Licenses	502-0000-60301	3,750.00
DECKARD TECHNOLOGIES, INC.	208063	06/2022 - RENTALScape	Software Licenses	502-0000-60301	3,750.00
GRANICUS	208076	04/06/22 - CITY WEBSITE DESIGN/IMPLE...	Software Licenses	502-0000-60301	1,125.00
TRITON TECHNOLOGY SOLUTI...	208120	06/13/22 - CHAMBER AV EQUIPMENT UP...	Machinery & Equipment	502-0000-80100	1,370.00
ACORN TECHNOLOGY SERVICES	208045	06/2022 - TRAFFIC SERVER MAINTENANCE	Public Works, Software Enhanc...	502-0000-71048	765.00
MICROSOFT CORPORATION	208092	05/10-06/09/22 - MS AZURE ONLINE SVCS	Software Licenses	502-0000-60301	784.92
FRONTIER COMMUNICATIONS...	208073	06/03-07/02/22 - 2ND CITY INTERNET LINE	Cable/Internet - Utilities	502-0000-61400	1,190.00
FRONTIER COMMUNICATIONS...	208073	06/04-07/03/22 - DSL SVC	Cable/Internet - Utilities	502-0000-61400	211.06
BANK OF THE WEST	208053	05/12/22-05/12/23 - VIDEO EDITING SOF...	Software Licenses	502-0000-60301	29.99
BANK OF THE WEST	208053	05/2022 - ADOBE HOMEBASE J.DELGADO	Software Licenses	502-0000-60301	14.99
BANK OF THE WEST	208053	05/04/22 - 1 YR SSL WEBSITE SECURITY	Software Licenses	502-0000-60301	94.99
BANK OF THE WEST	208053	05/03/22 - IPAD CASES (3)	Operating Supplies	502-0000-60420	179.26
BANK OF THE WEST	208053	05/12/22 - PHONE SWIVEL CORD	Operating Supplies	502-0000-60420	16.30
BANK OF THE WEST	208053	05/25/22 - USB CABLES (3)	Operating Supplies	502-0000-60420	65.22
BANK OF THE WEST	208053	05/10/22 - LAPTOP CASE (1)	Operating Supplies	502-0000-60420	22.84
BANK OF THE WEST	208053	05/05/2022 - AAAA BATTERIES	Operating Supplies	502-0000-60420	10.44
BANK OF THE WEST	208053	05/11/22 - BACKUP & SURGE PROTECTOR ...	Operating Supplies	502-0000-60420	197.37
BANK OF THE WEST	208053	05/18/2022 - IPAD CASES	Operating Supplies	502-0000-60420	79.93
BANK OF THE WEST	208053	05/11/22-05/11/23 - RING YEARLY PLAN	Operating Supplies	502-0000-60420	60.00
BANK OF THE WEST	208053	05/28/22 - HULU SUBSCRIPTION	Cable/Internet - Utilities	502-0000-61400	69.99
BANK OF THE WEST	208053	05/27-06/26/22 - UBIQ SUBSCRIPTION	D & D, Software Enhancements	502-0000-71042	60.48
BANK OF THE WEST	208053	05/10/22 - COMPUTER MONITORS (5)	Machinery & Equipment	502-0000-80100	1,639.88
BANK OF THE WEST	208053	5/18/22 - IMAC INTEL 27 SSD UPGRADE B...	Operating Supplies	502-0000-60420	272.78
BANK OF THE WEST	208053	05/03/22 - MULTI-PORT HUB WITH POWE...	Operating Supplies	502-0000-60420	54.36
BANK OF THE WEST	208053	05/18/22 - MEMORY MODULE	Operating Supplies	502-0000-60420	159.30
BANK OF THE WEST	208053	04/26/22 - COMPUTER MONITOR M.GRA...	Machinery & Equipment	502-0000-80100	761.24
BANK OF THE WEST	208053	04/18/22 - MAC COMPUTER M.GRAHAM	Computers	502-0000-80103	1,956.41
Fund 502 - INFORMATION TECHNOLOGY Total:					28,301.35
Fund: 601 - SILVERROCK RESORT					
FERGUSON ENTERPRISES, INC	208071	06/01/22 - SINK FOR SRR	Repair & Maintenance	601-0000-60660	123.98
USA DRAIN AND PLUMBING ...	208123	05/27/22 - BACKFLOW PREVENTER REPAI...	Repair & Maintenance	601-0000-60660	1,700.00
GARDAWORLD	208075	05/2022 - SRR ARMORED SVC	Bank Fees	601-0000-60455	137.13
Fund 601 - SILVERROCK RESORT Total:					1,961.11
Grand Total:					390,718.32

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	230,302.47
201 - GAS TAX FUND	1,532.29
202 - LIBRARY & MUSEUM FUND	1,417.70
215 - LIGHTING & LANDSCAPING FUND	32,262.94
221 - AB 939 - CALRECYCLE FUND	3,320.31
247 - ECONOMIC DEVELOPMENT FUND	80.00
270 - ART IN PUBLIC PLACES FUND	24,000.00
401 - CAPITAL IMPROVEMENT PROGRAMS	58,926.83
501 - FACILITY & FLEET REPLACEMENT	8,613.32
502 - INFORMATION TECHNOLOGY	28,301.35
601 - SILVERROCK RESORT	1,961.11
Grand Total:	390,718.32

Account Summary

Account Number	Account Name	Expense Amount
101-0000-13600	Prepaid Expense	899.00
101-0000-20304	Sales Taxes Payable	-80.56
101-0000-20325	Due to County Recorder	51.14
101-0000-20330	Over Payments, AR Policy	113.00
101-1001-60320	Travel & Training	409.36
101-1001-60420	Operating Supplies	132.44
101-1002-60320	Travel & Training	866.98
101-1002-60400	Office Supplies	298.62
101-1002-60420	Operating Supplies	8.64
101-1002-60510	Contingency for Operatio...	3,500.00
101-1004-60129	Recruiting/Pre-Employe...	293.25
101-1004-60320	Travel & Training	15.38
101-1004-60322	Training & Education/MOU	2,655.75
101-1005-60320	Travel & Training	125.00
101-1005-60351	Membership Dues	115.00
101-1005-60400	Office Supplies	149.67
101-1005-60450	Advertising	360.80
101-1006-60104	Consultants	300.00
101-1006-60320	Travel & Training	559.00
101-1006-60400	Office Supplies	172.36
101-1006-60450	Advertising	171.60
101-1007-60403	Citywide Supplies	241.68
101-1007-60470	Postage	48.23
101-1007-60535	Sales Tax Reimbursements	16,278.25
101-2001-60109	LQ Police Volunteers	173.25
101-2001-60168	School Officer	18,488.15
101-2001-60176	Sheriff - Other	1,840.92
101-2002-60400	Office Supplies	11.95
101-2002-60545	Small Tools & Equipment	78.25
101-2002-60670	Fire Station	3,335.60
101-2002-61200	Water - Utilities	786.65
101-2002-61304	Mobile/Cell Phones/Satell...	80.71
101-2002-61400	Cable/Internet - Utilities	110.50
101-2002-71021	Furniture	2,618.55
101-2002-71031	Vehicles	1,576.86
101-2002-80101	Machinery & Equipment	5,273.81
101-3002-60420	Operating Supplies	719.56
101-3003-60149	Community Experiences	1,278.09
101-3003-60190	X-Park Programming	31,530.65
101-3005-60184	Fritz Burns Pool Maintena...	240.00
101-3005-60320	Travel & Training	55.82
101-3005-60423	Supplies-Graffiti and Van...	214.63
101-3005-60431	Materials/Supplies	4,863.60
101-3005-61102	Electric - Monticello Park -...	13.49

Account Summary

Account Number	Account Name	Expense Amount
101-3005-61109	Electric - Community Park ...	5,696.27
101-3005-61115	Electric - SilverRock Event...	2,258.69
101-3005-61201	Water -Monticello Park - ...	3,367.72
101-3005-61204	Water -Fritz Burns Park - ...	168.28
101-3005-61206	Water -Desert Pride - Utili...	1,115.51
101-3005-61207	Water -Pioneer Park - Utili...	626.56
101-3005-61208	Water -Seasons Park - Util...	28.22
101-3005-61209	Water -Community Park -...	239.48
101-3005-61300	Telephone - Utilities	47.34
101-3007-60137	Community Engagement	1,407.53
101-3007-60351	Membership Dues	130.00
101-3007-60461	Marketing & Tourism Pro...	26,126.91
101-3008-60115	Janitorial	2,888.40
101-3008-60196	Annual Permits/Inspectio...	589.87
101-3008-60431	Materials/Supplies	667.66
101-3008-60667	HVAC	6,419.33
101-3008-60691	Maintenance/Services	1,239.00
101-3008-61200	Water - Utilities	96.40
101-6001-60352	Subscriptions & Publicati...	9.52
101-6001-60400	Office Supplies	486.13
101-6002-60125	Temporary Agency Servic...	5,421.60
101-6002-60351	Membership Dues	200.00
101-6002-60450	Advertising	558.40
101-6003-60118	Plan Checks	46,137.00
101-6003-60690	Uniforms	291.02
101-6004-60103	Professional Services	4,228.90
101-6004-60425	Supplies - Field	21.70
101-6006-60125	Temporary Agency Servic...	917.78
101-6006-60320	Travel & Training	398.00
101-7001-60320	Travel & Training	118.32
101-7001-60400	Office Supplies	69.21
101-7002-60183	Map/Plan Checking	16,852.00
101-7003-60320	Travel & Training	296.70
101-7006-60146	PM 10 - Dust Control	178.05
101-7006-60320	Travel & Training	29.34
201-7003-60427	Safety Gear	331.39
201-7003-60429	Traffic Control Signs	87.00
201-7003-60430	Asphalt	180.85
201-7003-60431	Materials/Supplies	933.05
202-3006-60691	Maintenance/Services	1,239.00
202-3006-61200	Water - Utilities	178.70
215-7004-60143	SilverRock Way Landscape	11,306.00
215-7004-60420	Operating Supplies	353.48
215-7004-60427	Safety Gear	10.58
215-7004-60431	Materials/Supplies	9,428.11
215-7004-60691	Maintenance/Services	3,040.00
215-7004-61116	Electric - Utilities	2,092.90
215-7004-61117	Electric - Medians - Utiliti...	1,018.89
215-7004-61211	Water - Medians - Utilities	5,012.98
221-0000-60127	AB 939 Recycling Solutions	3,320.31
247-0000-60320	Travel & Training	80.00
270-0000-74800	Art Purchases	24,000.00
401-0000-60185	Design	16,079.50
401-0000-60188	Construction	42,847.33
501-0000-60674	Fuel & Oil	1,625.35
501-0000-60675	Parts, Accessories, and Up...	6,974.97
501-0000-60678	Street Sweeper	13.00
502-0000-60301	Software Licenses	13,299.89

Account Summary

Account Number	Account Name	Expense Amount
502-0000-60420	Operating Supplies	1,117.80
502-0000-61400	Cable/Internet - Utilities	1,641.90
502-0000-71042	D & D, Software Enhance...	60.48
502-0000-71048	Public Works, Software E...	765.00
502-0000-71049	Software Implementation...	5,688.75
502-0000-80100	Machinery & Equipment	3,771.12
502-0000-80103	Computers	1,956.41
601-0000-60455	Bank Fees	137.13
601-0000-60660	Repair & Maintenance	1,823.98
Grand Total:		390,718.32

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	307,225.96
151609CT	Construction Expense	La Quinta X Park	34,968.86
201603CT	Construction Expense	La Quinta Landscape Renovation Ir	3,229.77
201603D	Design Expense	La Quinta Landscape Renovation Ir	11,773.00
201709CT	Construction Expense	Ave 53 Jefferson St.Roundabout	1,390.40
201709D	Design Expense	Ave 53 Jefferson St.Roundabout	1,881.50
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	794.96
202007D	Design Expense	SilverRock Retention Basin Soil Sta	2,425.00
2122TMICT	Construction Expense	FY21/22 Traffic Maintenance Impr	3,258.30
BDAYE	City Picnic & Birthday Celebration Ex...	City Picnic & Birthday Celebration	4,864.76
CONCERTE	Concert Expense	Master Account for all SRR Concert	203.72
CORONANR	Corona Non Reimbursable	Corona Virus Emergency Response	2,888.40
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	13.00
STVRE	Short Term Vacation Rental Expense	Short Term Vacation Rental Trackir	15,478.90
XPARKE	X Park Expenses	X Park	321.79
Grand Total:		390,718.32	

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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	208130	06/2022 - STVR HOTLINE	Professional Services	101-6004-60103	661.55
WILLDAN	208192	04/2022 - ONCALL TRAFFIC ENGINEERING ...	Contract Traffic Engineer	101-7006-60144	16,102.50
SHERIFFS SPECIAL EVENTS	208177	07/06/22 - SHERIFF'S DEPART AWARDS DI...	Travel & Training	101-1001-60320	100.00
CHEVROLET CADILLAC	208132	2022 CHEVROLET TRAVERSE AWD 4DR LT ...	Vehicles	101-2001-71031	37,010.00
MENDEZ, MARTHA	208162	06/08/22 - ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
CHAUDHRY, ELIZABETH	120	6/15/22 - ANNUAL WELLNESS DOLLARS RE...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
PALAFIX, JOSEPH	208169	06/01/22 - CLASS B DRIVER LICENSE REIMB..	Consultants/Employee Services	101-1004-60104	86.96
GARDAWORLD	208150	06/2022 - ARMORED SVCS	Professional Services	101-1006-60103	315.45
SOUTHWEST BOULDER & STO...	208179	06/16/22 - DELIVERY CHARGE REFUND	Lot Cleaning/Gravel Program	101-6004-60120	-157.69
CORONA CLAY COMPANY	208136	06/16/22 - ANGEL MIX FOR BASEBALL FIE...	Materials/Supplies	101-3005-60431	1,965.94
DATA TICKET, INC.	208142	04/2022 - CODE CITATION PROCESSING	Administrative Citation Services	101-6004-60111	595.00
DATA TICKET, INC.	208142	04/2022 - POLICE CITATION PROCESSING	Administrative Citation Services	101-6004-60111	346.69
DATA TICKET, INC.	208142	05/2022 - CODE CITATION PROCESSING	Administrative Citation Services	101-6004-60111	427.00
DATA TICKET, INC.	208142	05/2022 - POLICE CITATION PROCESSING	Administrative Citation Services	101-6004-60111	430.95
VALLEY LOCK & SAFE	208189	03/21/22 - KEYS	Materials/Supplies	101-3008-60431	57.16
SHIRY, TERESA	208178	06/17/22 - BALLROOM BEGINNING CLASS	Instructors	101-3002-60107	105.00
CORTEZ, ELISABETH	208137	06/17/22 - YOGA CLASSES	Instructors	101-3002-60107	575.40
HEWETT, ATSUKO YAMANE	208153	06/17/22 - TAI CHI YANG CLASSES	Instructors	101-3002-60107	190.40
CACEO	208129	06/21/22 - WEBINAR M.SALAS	Travel & Training	101-6004-60320	60.00
CACEO	208129	06/21/22 - WEBINAR C.GAMEZ	Travel & Training	101-6004-60320	60.00
CACEO	208129	06/21/22 - WEBINAR K.MEREDITH	Travel & Training	101-6004-60320	60.00
CACEO	208129	06/21/22 - WEBINAR G.DUCHENE	Travel & Training	101-6004-60320	60.00
CACEO	208129	06/21/22 - WEBINAR B.RODRIGUEZ	Travel & Training	101-6004-60320	60.00
CACEO	208129	06/21/22 - WEBINAR P.VILLANUEVA	Travel & Training	101-6004-60320	60.00
DESERT SANDS UNIFIED SCHO...	208144	7/1/21-4/6/22 BP# 1-10 ADJ SCHOOL RES...	School Officer	101-2001-60168	6,323.07
IRC CORPORATION	208156	05/2022 - PRE-EMPLOYMENT BACKGROU...	Recruiting/Pre-Employment	101-1004-60129	537.45
BPS TACTICAL INC	208128	6/16/22 - POLICE FIELD BALLISTIC VEST DE...	Special Enforcement Funds	101-2001-60175	581.81
QUALITY STREET SERVICE	208174	05/16/22 - EMERGENCY SWEEPING	Professional Services	101-7003-60103	1,257.50
ODP BUSINESS SOLUTIONS, LLC	208166	06/02/22 - DOCUMENT HOLDER V.ORTEGA	Office Supplies	101-1006-60400	38.32
ODP BUSINESS SOLUTIONS, LLC	208166	06/16/22 - AP PRINTING PAPER	Office Supplies	101-1006-60400	17.40
ODP BUSINESS SOLUTIONS, LLC	208166	06/16/22 - CITYWIDE COPY PAPER	Forms, Copier Paper	101-1007-60402	125.28
BANK OF NEW YORK MELLON	208127	03/01-05/31/22 - BANK FEES	Administration	101-1006-60102	2,038.47
LEAGUE OF CALIFORNIA CITIES	208159	05/09/22 - LEAGUE OF CA CITIES DIVISON...	Travel & Training	101-1002-60320	240.00
LH PRODUCTIONS	208160	05/21/22 - K-TEL ALL STARS CONCERT	Community Experiences	101-3003-60149	8,117.00
ON THE FLY TREE & PLANT HE...	208167	09/08/21 - PEST CONTROL SVC BLACKHA...	Maintenance/Services	101-3005-60691	65.00
ON THE FLY TREE & PLANT HE...	208167	06/14/22 - BEE ERRADICATION AT CLOUD ...	Maintenance/Services	101-3005-60691	250.00
STAPLES ADVANTAGE	208180	06/14/22 - OFFICE SUPPLIES	Office Supplies	101-3005-60400	164.71
STAPLES ADVANTAGE	208180	06/15/22 - OFFICE SUPPLIES	Office Supplies	101-3005-60400	64.13
SOUTHWEST BOULDER & STO...	208179	06/06/22 - GRAVEL FOR GRAVEL PROGR...	Lot Cleaning/Gravel Program	101-6004-60120	995.32
DEPARTMENT OF JUSTICE	208143	05/2022 - PRE-EMPLOYMENT FINGERPRIN...	Recruiting/Pre-Employment	101-1004-60129	81.00
ROBERT HALF	208175	05/27/22 - TEMP AGENCY SERVICES G.HU	Temporary Agency Services	101-6002-60125	1,355.40
ROBERT HALF	208175	06/03/22 - TEMP AGENCY SERVICES G.HU	Temporary Agency Services	101-6002-60125	1,084.32
ROBERT HALF	208175	06/10/22 - TEMP AGENCY SERVICES G.HU	Temporary Agency Services	101-6002-60125	1,355.40
ROBERT HALF	208175	06/10/22 - TEMP AGENCY SERVICES T.SU...	Temporary Agency Services	101-6006-60125	358.38
GLOBELITE TRAVEL MARKETIN...	208151	FY22/23 TRAVEL GUIDE TO CA PRINT ADS ...	Prepaid Expense	101-0000-13600	4,975.00
COURTMASTER SPORTS, INC.	208140	6/8/22 - TENNIS/PICKLEBALL NETS INSTALL..	Materials/Supplies	101-3005-60431	2,360.00
MERCHANTS BUILDING MAINT...	208163	05/2022 - JANITORIAL SERVICES	Janitorial	101-3008-60115	12,742.87
LINDE GAS & EQUIPMENT INC.	208161	10/20-11/20/21 - CYLINDER RENTAL	Materials/Supplies	101-3008-60431	37.73
VINTAGE E & S INC	208191	6/13/22 LED CONCRETE LIGHTS INSTALL A...	Maintenance/Services	101-3005-60691	2,539.53
VINTAGE E & S INC	208191	06/14/22 - REPAIRED LIGHT BOLLARD AT ...	Maintenance/Services	101-3005-60691	330.16
FEDEX	208147	06/02/22 - OVERNIGHT MAIL	Postage	101-1007-60470	36.61
PATTON DOOR & GATE	208171	06/16/22 - FS#32 GATE SVC CALL	Maintenance/Services	101-2002-60691	150.00
PWLC II, INC	208172	06/2022 - L&L MONTHLY MAINTENANCE	Landscape Contract	101-2002-60112	1,304.54

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
EIDE BAILLY LLP	208146	FY20/21 STATE CONTROLLER REPORT	Professional Services	101-1006-60103	2,800.00
EIDE BAILLY LLP	208146	FY 20/21 FINANCIAL AUDITING SERVICES	Auditors	101-1006-60106	6,750.00
STATE CONTROLLER'S OFFICE	208181	01/01/21-12/31/21 - FTB OFFSETS	Administrative Citation Services	101-6004-60111	23.97
COUNTY OF RIVERSIDE DEPT O...	208138	6/1/22-5/31/23 FB POOL HEALTH PERMIT ...	Prepaid Expense	101-0000-13600	812.00
PACIFIC WEST AIR CONDITION...	208168	06/01/22 - CH WATER TREATMENT	HVAC	101-3008-60667	125.00
SUNLINE TRANSIT AGENCY	208183	05/2022 - SUNLINE BUS PASSES	Due to SunLine	101-0000-20305	156.00
SUNLINE TRANSIT AGENCY	208183	05/2022 - SUNLINE BUS PASSES	Miscellaneous Revenue	101-0000-42301	-6.50
COACHELLA VALLEY CONSERV...	208134	05/2022 - MSCHP FEES	MSHCP Mitigation Fee	101-0000-20310	18,783.00
COACHELLA VALLEY CONSERV...	208134	05/2022 - MSCHP FEES	CVMSHCP Admin Fee	101-0000-43631	-187.83
111 NOTARY SERVICES	208126	05/2022 - PRE-EMPLOYMENT FINGERPRIN...	Recruiting/Pre-Employment	101-1004-60129	30.00
QUADIENT FINANCE USA, INC.	208173	05/27/22 - CITYWIDE POSTAGE MACHINE ...	Postage	101-1007-60470	4,000.00
OCEAN SPRINGS TECH INC	208165	06/2022 - LQ PARK SPLASH PAD MONTHLY...	LQ Park Water Feature	101-3005-60554	1,732.00
OCEAN SPRINGS TECH INC	208165	6/15/22 - FB POOL KOOL GRIP HANDRAIL ...	Fritz Burns Pool Maintenance	101-3005-60184	579.82
COUNTY OF RIVERSIDE PUBLIC...	208139	05/2022 - RADIO MAINTENANCE	Operating Supplies	101-2001-60420	328.38
DATA TICKET, INC.	208142	04/2022 - RCDAS HEARINGS	Administrative Citation Services	101-6004-60111	375.00
TERRA NOVA PLANNING & RE...	208184	05/2022 - THE WAVE PROJECT PLANNING	Developer Deposits	101-0000-22810	6,798.75
Fund 101 - GENERAL FUND Total:					152,198.30

Fund: 201 - GAS TAX FUND

SUMMIT SAFETY LLC	208182	06/15/22 - SAFETY GEAR T-SHIRTS (27)	Safety Gear	201-7003-60427	458.94
ZUMAR INDUSTRIES INC	208193	05/25/22 - STREET SIGN POLES & HARDW...	Materials/Supplies	201-7003-60431	4,550.35
ZUMAR INDUSTRIES INC	208193	06/03/22 - STREET SIGNS	Traffic Control Signs	201-7003-60429	375.32
ZUMAR INDUSTRIES INC	208193	06/06/22 - STREET SIGN	Traffic Control Signs	201-7003-60429	214.59
Fund 201 - GAS TAX FUND Total:					5,599.20

Fund: 202 - LIBRARY & MUSEUM FUND

MOTION PICTURE LICENSING ...	208164	07/01/22-07/01/23 - MPLC LICENSE FOR ...	Prepaid Expense	202-0000-13600	432.81
MERCHANTS BUILDING MAINT...	208163	05/2022 - JANITORIAL SERVICES	Janitorial	202-3004-60115	2,710.66
MERCHANTS BUILDING MAINT...	208163	05/2022 - JANITORIAL SERVICES	Janitorial	202-3006-60115	727.08
PACIFIC WEST AIR CONDITION...	208168	06/01/22 - LIBRARY WATER TREATMENT	HVAC	202-3004-60667	125.00
Fund 202 - LIBRARY & MUSEUM FUND Total:					3,995.55

Fund: 215 - LIGHTING & LANDSCAPING FUND

LANDMARK GOLF MANAGEM...	208158	01/2022 - SRR PERIMETER LS MAINT	SilverRock Way Landscape	215-7004-60143	5,278.00
LANDMARK GOLF MANAGEM...	208158	03/2022 - SRR PERIMETER LS MAINT	SilverRock Way Landscape	215-7004-60143	5,528.00
TRI-STATE MATERIALS INC	208186	06/09/22 - LANDSCAPE DG	Materials/Supplies	215-7004-60431	960.54
LANDMARK GOLF MANAGEM...	208158	11/2021 - SRR PERIMETER LS MAINT	SilverRock Way Landscape	215-7004-60143	5,278.00
LANDMARK GOLF MANAGEM...	208158	12/2021 - SRR PERIMETER LS MAINT	SilverRock Way Landscape	215-7004-60143	5,278.00
THE SHERWIN-WILLIAMS CO.	208185	06/15/22 - PAINT FOR GRAFFITI REMOVAL	Supplies-Graffiti and Vandalism	215-7004-60423	159.86
CREATIVE LIGHTING & ELECTR...	208141	06/2022 - LIGHTING MAINTENANCE SERVI...	Consultants	215-7004-60104	5,667.17
STAPLES ADVANTAGE	208180	06/15/22 - POWDERED SPORTS DRINK PA...	Operating Supplies	215-7004-60420	77.97
HIGH TECH IRRIGATION INC	208154	06/02/22 - IRRIGATION CONTROLLERS & ...	Materials/Supplies	215-7004-60431	4,967.32
HIGH TECH IRRIGATION INC	208154	06/09/22 - IRRIGATION SUPPLIES	Materials/Supplies	215-7004-60431	2,280.47
VINTAGE E & S INC	208191	06/08/22 - LED LIGHTING INSTALL AT AVE ...	Maintenance/Services	215-7004-60691	2,905.39
VINTAGE E & S INC	208191	6/13/22 - REPLACED IRRIGATION DUPLEX ...	Maintenance/Services	215-7004-60691	352.26
PWLC II, INC	208172	06/2022 - L&L MONTHLY MAINTENANCE	Landscape Contract	215-7004-60112	54,741.84
FRONTIER COMMUNICATIONS...	208149	06/07-07/06/22 - PHONE SVC	Electric - Utilities	215-7004-61116	120.64
FRONTIER COMMUNICATIONS...	208149	06/10-07/09/22 - PHONE SVC	Electric - Utilities	215-7004-61116	42.32
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					93,637.78

Fund: 224 - TUMF FUND

COACHELLA VALLEY ASSOC OF...	208133	05/2022 - TUMF FEES	TUMF Payable to CVAG	224-0000-20320	68,750.00
Fund 224 - TUMF FUND Total:					68,750.00

Fund: 241 - HOUSING AUTHORITY

EIDE BAILLY LLP	208146	FY 20/21 HOUSING AUTHORITY AUDIT FIN...	Auditors	241-9101-60106	5,000.00
Fund 241 - HOUSING AUTHORITY Total:					5,000.00

Fund: 310 - LQ FINANCE AUTHORITY DEBT SERVICE

EIDE BAILLY LLP	208146	FY20/21 STATE CONTROLLERS REPORT	Contract Services Fees	310-0000-60181	1,100.00
Fund 310 - LQ FINANCE AUTHORITY DEBT SERVICE Total:					1,100.00

Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS

HCD	208152	06/20/22 - INSIGNIA APPLICATION FEE DT...	Construction	401-0000-60188	306.00
COACHELLA VALLEY WATER DI...	208135	06/23/22 - 2014-13 SRR CANAL CROSSING...	Construction	401-0000-60188	934,002.00

Demand Register

Packet: APPKT03167 - 06/24/2022 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
ZUMAR INDUSTRIES INC	208193	06/10/22 - SIGNS FOR JEFFERSON ROUND...	Construction	401-0000-60188	742.76
ZUMAR INDUSTRIES INC	208193	06/10/22 - CROSSWALK SIGNS AT LA PAL...	Construction	401-0000-60188	1,127.67
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					936,178.43
Fund: 501 - FACILITY & FLEET REPLACEMENT					
CHEVROLET CADILLAC	208132	2022 CHEVROLET EQUINOX LT/RS FWD VI...	Vehicles, Purchased	501-0000-71031	27,788.35
CHEVROLET CADILLAC	208132	2022 CHEVROLET EQUINOX LT/RS FWD VI...	Vehicles, Purchased	501-0000-71031	27,788.35
SEBMIA AUTO GLASS	208176	05/03/22 - REPLACEMENT WINDSHEILD F...	Vehicle Repair & Maintenance	501-0000-60676	360.00
PARKHOUSE TIRE INC	208170	05/17/22 - BACKHOE REPAIRS (TIRES)	Vehicle Repair & Maintenance	501-0000-60676	797.13
HWY 111 LA QUINTA CAR WA...	208155	05/2022 - CAR WASH SERVICE	Vehicle Repair & Maintenance	501-0000-60676	12.00
DURABLE COATING, INC.	208145	06/01/22 - BED LINERS FOR TRUCKS VINS ...	Parts, Accessories, and Upfits	501-0000-60675	1,616.25
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					58,362.08
Fund: 502 - INFORMATION TECHNOLOGY					
TYLER TECHNOLOGIES	208188	4/18/22 & 4/22/22 - SOFTWARE SERVICES	Software Implementation/Enh...	502-0000-71049	185.00
CHARTER COMMUNICATIONS ...	208131	06/10-07/09/22 - CH INTERNET (2546)	Cable/Internet - Utilities	502-0000-61400	2,079.00
FISHER INTEGRATED INC	208148	05/2022 - CC VIDEO STREAMING	Consultants	502-0000-60104	1,200.00
FISHER INTEGRATED INC	208148	05/2022 - MONTHLY FEE	Consultants	502-0000-60104	1,100.00
TRITON TECHNOLOGY SOLUTI...	208187	06/17/22 - CHAMBER AV EQUIPMENT UP...	Machinery & Equipment	502-0000-80100	4,465.28
VERIZON WIRELESS	208190	05/02-06/01/22 - BACKUP SERVER (2183)	Cable/Internet - Utilities	502-0000-61400	66.17
FRONTIER COMMUNICATIONS...	208149	05/12-06/11/22 - DUNE PALMS INTERNET	Cable/Internet - Utilities	502-0000-61400	919.67
Fund 502 - INFORMATION TECHNOLOGY Total:					10,015.12
Fund: 504 - INSURANCE FUND					
STAPLES ADVANTAGE	208180	05/25/22 - SIT-STAND DESK TOP	Operating Supplies	504-1010-60420	334.94
Fund 504 - INSURANCE FUND Total:					334.94
Fund: 601 - SILVERROCK RESORT					
GARDAWORLD	208150	06/2022 - SRR ARMORED SVCS	Bank Fees	601-0000-60455	809.42
GARDAWORLD	208150	05/2022 - SRR ARMORED SVCS EXCESS TI...	Bank Fees	601-0000-60455	29.12
JOHNSTONE SUPPLY	208157	06/14/22 - SRR HVAC REPAIRS	Repair & Maintenance	601-0000-60660	206.13
Fund 601 - SILVERROCK RESORT Total:					1,044.67
Grand Total:					1,336,216.07

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	152,198.30
201 - GAS TAX FUND	5,599.20
202 - LIBRARY & MUSEUM FUND	3,995.55
215 - LIGHTING & LANDSCAPING FUND	93,637.78
224 - TUMF FUND	68,750.00
241 - HOUSING AUTHORITY	5,000.00
310 - LQ FINANCE AUTHORITY DEBT SERVICE	1,100.00
401 - CAPITAL IMPROVEMENT PROGRAMS	936,178.43
501 - FACILITY & FLEET REPLACEMENT	58,362.08
502 - INFORMATION TECHNOLOGY	10,015.12
504 - INSURANCE FUND	334.94
601 - SILVERROCK RESORT	1,044.67
Grand Total:	1,336,216.07

Account Summary

Account Number	Account Name	Expense Amount
101-0000-13600	Prepaid Expense	5,787.00
101-0000-20305	Due to SunLine	156.00
101-0000-20310	MSHCP Mitigation Fee	18,783.00
101-0000-22810	Developer Deposits	6,798.75
101-0000-42301	Miscellaneous Revenue	-6.50
101-0000-43631	CVMSHCP Admin Fee	-187.83
101-1001-60320	Travel & Training	100.00
101-1002-60320	Travel & Training	240.00
101-1004-50252	Annual Wellness Dollar Re...	400.00
101-1004-60104	Consultants/Employee Se...	86.96
101-1004-60129	Recruiting/Pre-Employme...	648.45
101-1006-60102	Administration	2,038.47
101-1006-60103	Professional Services	3,115.45
101-1006-60106	Auditors	6,750.00
101-1006-60400	Office Supplies	55.72
101-1007-60402	Forms, Copier Paper	125.28
101-1007-60470	Postage	4,036.61
101-2001-60168	School Officer	6,323.07
101-2001-60175	Special Enforcement Funds	581.81
101-2001-60420	Operating Supplies	328.38
101-2001-71031	Vehicles	37,010.00
101-2002-60112	Landscape Contract	1,304.54
101-2002-60691	Maintenance/Services	150.00
101-3002-60107	Instructors	870.80
101-3003-60149	Community Experiences	8,117.00
101-3005-60184	Fritz Burns Pool Maintena...	579.82
101-3005-60400	Office Supplies	228.84
101-3005-60431	Materials/Supplies	4,325.94
101-3005-60554	LQ Park Water Feature	1,732.00
101-3005-60691	Maintenance/Services	3,184.69
101-3008-60115	Janitorial	12,742.87
101-3008-60431	Materials/Supplies	94.89
101-3008-60667	HVAC	125.00
101-6002-60125	Temporary Agency Servic...	3,795.12
101-6004-60103	Professional Services	661.55
101-6004-60111	Administrative Citation Se...	2,198.61
101-6004-60120	Lot Cleaning/Gravel Progr...	837.63
101-6004-60320	Travel & Training	360.00
101-6006-60125	Temporary Agency Servic...	358.38
101-7003-60103	Professional Services	1,257.50
101-7006-60144	Contract Traffic Engineer	16,102.50
201-7003-60427	Safety Gear	458.94
201-7003-60429	Traffic Control Signs	589.91

Account Summary

Account Number	Account Name	Expense Amount
201-7003-60431	Materials/Supplies	4,550.35
202-0000-13600	Prepaid Expense	432.81
202-3004-60115	Janitorial	2,710.66
202-3004-60667	HVAC	125.00
202-3006-60115	Janitorial	727.08
215-7004-60104	Consultants	5,667.17
215-7004-60112	Landscape Contract	54,741.84
215-7004-60143	SilverRock Way Landscape	21,362.00
215-7004-60420	Operating Supplies	77.97
215-7004-60423	Supplies-Graffiti and Van...	159.86
215-7004-60431	Materials/Supplies	8,208.33
215-7004-60691	Maintenance/Services	3,257.65
215-7004-61116	Electric - Utilities	162.96
224-0000-20320	TUMF Payable to CVAG	68,750.00
241-9101-60106	Auditors	5,000.00
310-0000-60181	Contract Services Fees	1,100.00
401-0000-60188	Construction	936,178.43
501-0000-60675	Parts, Accessories, and Up...	1,616.25
501-0000-60676	Vehicle Repair & Mainte...	1,169.13
501-0000-71031	Vehicles, Purchased	55,576.70
502-0000-60104	Consultants	2,300.00
502-0000-61400	Cable/Internet - Utilities	3,064.84
502-0000-71049	Software Implementation...	185.00
502-0000-80100	Machinery & Equipment	4,465.28
504-1010-60420	Operating Supplies	334.94
601-0000-60455	Bank Fees	838.54
601-0000-60660	Repair & Maintenance	206.13
	Grand Total:	1,336,216.07

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	381,554.95
141513CT	Construction Expense	SilverRock Way Infra/Street Impro	934,002.00
151609CT	Construction Expense	La Quinta X Park	306.00
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	2,905.39
21-003E	THE WAVE EXP	CM WAVE DEVELOPMENT	6,798.75
2122TMICT	Construction Expense	FY21/22 Traffic Maintenance Impr	1,870.43
CONCERTE	Concert Expense	Master Account for all SRR Concert	8,117.00
STVRE	Short Term Vacation Rental Expense	Short Term Vacation Rental Trackir	661.55
	Grand Total:	1,336,216.07	

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City of La Quinta

ATTACHMENT 2

Bank Transactions 6/13 – 6/24/2022

Wire Transaction

Listed below are the wire transfers from 6/13 – 6/24/2022.

Wire Transfers:

06/15/2022 - WIRE TRANSFER - STERLING HEALTH	\$ 1,822.90
06/21/2022 - WIRE TRANSFER - LANDMARK	\$ 172,408.54
06/24/2022 - WIRE TRANSFER - LQCEA	\$ 432.00
06/24/2022 - WIRE TRANSFER - ICMA	\$ 4,948.94
TOTAL WIRE TRANSFERS OUT	<u>\$179,612.38</u>

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City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED JULY 1 AND 8, 2022

RECOMMENDATION

Approve demand registers dated July 1 and 8, 2022.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	3,352,678.72
Successor Agency of RDA	\$	1,600.00
Housing Authority	\$	212,978.30
	\$	<u>3,567,257.02</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for July 1 & 8, 2022.

Warrants Issued:

208194-208259	\$	306,886.16
208260-208311	\$	2,525,041.63
EFT #121-122	\$	307.69
Wire Transfers	\$	474,738.75
Payroll Tax Transfers	\$	46,404.32
Payroll Direct Deposit	\$	213,878.47
	\$	<u>3,567,257.02</u>

The most significant expenditures on the demand registers are:

Vendor	Account Name(s)	Amount	Purpose
Riverside County Sheriff Department	Various	\$ 1,167,531.64	April Police Service
California Joint Powers Insurance	Various	\$ 763,969.00	FY 22/23 Insurance Premiums
Coachella Valley Rescue Mission	Homeless Assistance	\$ 100,000.00	FY 22/23 Homeless Prevention & Assistance Funding
Martha's Village Kitchen	Homeless Assistance	\$ 100,000.00	FY 22/23 Homeless Prevention & Assistance Funding
Universal Construction and Engineering	Construction	\$ 90,898.49	Citywide Misc ADA Improvements

Wire Transfers: Twelve transfers totaled \$474,739. Of this amount, \$201,585 was to CalPERS, and \$199,915 was to Landmark. (See Attachment 2 for a complete listing).

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

Transaction	Issuer	Type	Par Value	Settle Date	Coupon Rate
Purchase	Federal Home Loan Bank	Agency	\$ 300,000	6/28/22	3.300%
Purchase	United States Government	Treasury	\$ 2,000,000	6/28/22	2.125%
Purchase	United States Government	Treasury	\$ 3,000,000	6/28/22	2.000%
Maturity	America's Credit Union	CD	\$ 248,000	6/28/22	2.300%
Purchase	United States Government	Treasury	\$ 2,000,000	6/29/22	0.125%
Purchase	United States Government	Treasury	\$ 2,000,000	6/29/22	2.000%
Purchase	United States Government	Treasury	\$ 1,000,000	6/30/22	2.000%
Purchase	United States Government	Treasury	\$ 2,000,000	6/30/22	2.000%
Purchase	United States Government	Treasury	\$ 2,000,000	6/30/22	2.125%

Prepared by: Jesse Batres, Account Technician
 Approved by: Claudia Martinez, Finance Director

Attachments: 1. Demand Registers
 2. Wire Transfers

Demand Register

Packet: APPKT03172 - 07/01/2022 JB



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
UNITED WAY OF THE DESERT	208250	CONTRIBUTION	United Way Deductions	101-0000-20981	37.00
CHARTER COMMUNICATIONS ...	208203	06/16-07/15/22 - FS #70 CABLE (1860)	Cable/Internet - Utilities	101-2002-61400	41.72
SERVICEWEAR APPAREL	208240	06/17/22 - UNIFORMS SALE TAXES	Sales Taxes Payable	101-0000-20304	-95.80
SERVICEWEAR APPAREL	208240	06/20/22 - UNIFORMS SALES TAXES	Sales Taxes Payable	101-0000-20304	-95.71
GALLS LLC	208218	04/18/22 - CODE OFFICER UNIFORMS BEL...	Uniforms	101-6004-60690	46.57
GALLS LLC	208218	04/19/22 - TACTICAL FLASHLIGHT	Uniforms	101-6004-60690	91.30
GALLS LLC	208218	04/19/22 - BALLISTIC NYLON BELT K.MER...	Uniforms	101-6004-60690	9.42
GALLS LLC	208218	04/20/22 - CODE OFFICER UNIFORMS	Uniforms	101-6004-60690	335.38
GALLS LLC	208218	04/20/22 - CODE OFFICER UNIFORMS G.D...	Uniforms	101-6004-60690	150.61
GALLS LLC	208218	04/20/22 - CODE OFFICER UNIFORMS	Uniforms	101-6004-60690	131.68
GALLS LLC	208218	04/22/22 - TRAILGRIP TACTICAL A.MORE...	Uniforms	101-6004-60690	131.54
GALLS LLC	208218	04/25/22 - CODE OFFICER UNIFORMS	Uniforms	101-6004-60690	57.70
GALLS LLC	208218	04/25/22 - CODE OFFICER UNIFORMS B.R...	Uniforms	101-6004-60690	124.62
GALLS LLC	208218	04/27/22 - CODE OFFICER UNIFORMS P.VI...	Uniforms	101-6004-60690	288.57
GALLS LLC	208218	04/27/22 - TACTICAL FLASHLIGHTS (3)	Uniforms	101-6004-60690	273.94
GALLS LLC	208218	04/29/22 - CODE OFFICER UNIFORMS G.D...	Uniforms	101-6004-60690	352.82
GALLS LLC	208218	05/02/22 - CODE OFFICER UNIFORMS	Uniforms	101-6004-60690	546.88
GALLS LLC	208218	05/06/22 - CODE OFFICER UNIFORM	Uniforms	101-6004-60690	65.86
GALLS LLC	208218	05/06/22 - CODE OFFICER UNIFORMS	Uniforms	101-6004-60690	129.96
GALLS LLC	208218	05/27/22 - RETURN CODE UNIFORMS B.R...	Uniforms	101-6004-60690	-56.26
CHARTER COMMUNICATIONS ...	208203	06/16-07/15/22 - FS #32 CABLE (8152)	Cable/Internet - Utilities	101-2002-61400	94.41
MIGNOGNA, JULIE	208228	6/07/22 - ANNUAL WELLNESS DOLLARS RE...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
AYON, UBALDO	208196	06/14/22 - ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
BLONDELL, KRISTENA	208198	6/20/22 - ANNUAL WELLNESS DOLLARS RE...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
VACASA	208252	06/21/22 - PERMIT FEES REFUND # 066276	STVR Registration Fee	101-0000-41415	1,000.00
BOX OF KITTENS	208199	3/2022-6/2022 ECONOMIC IMPACT PROD...	Marketing & Tourism Promoti...	101-3007-60461	3,500.00
DESERT RECREATION FOUNDA...	208212	FY 2021/22 COMMUNITY SERVICES GRAN...	Grants & Economic Developm...	101-3001-60510	500.00
COACHELLA VALLEY YOUTH G...	208207	FY 2021/22 COMMUNITY SERVICES GRANT..	Grants & Economic Developm...	101-3001-60510	5,000.00
ANGEL VIEW, INC.	208195	FY 2021/22 COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	500.00
VARIETY-THE CHILDRENS CHAR..	208253	FY 2021/22 COMMUNITY SERVICES GRANT..	Grants & Economic Developm...	101-3001-60510	5,000.00
ORTEGA, ANTHONY	208233	05/27/22 - SUBPOENA FOR APPEARANCE ...	Travel & Training	101-6003-60320	31.01
JAMES FRANK OR ERIKA FRANK	208224	06/27/22 - CITATION OVERPAYMENT REF...	Administrative Citation Services	101-6004-60111	25.00
COACHELLA VALLEY WATER DI...	208206	FY 21/22 CANAL WATER SERVICE	PM 10 - Dust Control	101-7006-60146	34,453.10
THE LAMAR COMPANIES	208245	06/15-07/12/22 - AIRPORT DIGITAL DISPL...	Marketing & Tourism Promoti...	101-3007-60461	2,200.00
CORONA CLAY COMPANY	208208	06/20/22 - ANGEL MIX FOR BASEBALL FIE...	Materials/Supplies	101-3005-60431	3,684.38
CORONA CLAY COMPANY	208208	06/23/22 - ANGEL MIX FOR BASEBALL FIE...	Materials/Supplies	101-3005-60431	3,684.38
CORONA CLAY COMPANY	208208	06/27/22 - ANGEL MIX FOR BASEBALL FIE...	Materials/Supplies	101-3005-60431	3,684.38
JERNIGAN'S, INC	208225	05/18/22 - SAFETY BOOTS J.VIZCARRA	Safety Gear	101-3008-60427	217.49
DIETRICH, ROBERT	208213	06/17/22 - WC MEMBERSHIP REFUND R.D...	Wellness Center Memberships	101-0000-42218	75.00
MCDOWELL AWARDS	208227	04/15/22 - DESK NAME PLATE C.CRUIZ	Office Supplies	101-7001-60400	14.95
QUALITY STREET SERVICE	208235	06/06/22 - EMERGENCY STREET SWEEPING	Professional Services	101-7003-60103	1,025.00
QUALITY STREET SERVICE	208235	06/07/22 - EMERGENCY STREET SWEEPING	Professional Services	101-7003-60103	1,180.00
QUALITY STREET SERVICE	208235	06/14/22 - EMERGENCY STREET SWEEPING	Professional Services	101-7003-60103	870.00
VINTAGE ASSOCIATES	208256	06/2022 - MONTHLY MAINTENANCE	Landscape Contract	101-3005-60112	48,536.32
MOWERS PLUS INC	208230	06/21/22 - CREDIT MEMO REVERSAL OF I...	Tools/Equipment	101-7003-60432	-90.20
MOWERS PLUS INC	208230	05/20/22 - MATERIALS FOR EQUIPMENT	Tools/Equipment	101-7003-60432	139.02
GOVERNMENT FINANCE OFFIC...	208219	07/11-7/15/22 - GFOA VIRTUAL FORUM V...	Travel & Training	101-1006-60320	149.00
DESERT RECREATION DISTRICT	208211	05/2022 - FB POOL OPERATIONS & PROG...	Fritz Burns Pool Programming	101-3003-60184	4,677.13
STAPLES ADVANTAGE	208243	06/08/22 - SPEED FLOOR FAN	Office Supplies	101-6001-60400	28.26
STAPLES ADVANTAGE	208243	06/21/22 - OFFICE SUPPLIES FOR A.MORE...	Office Supplies	101-1002-60400	56.82
BENGAL ENGINEERING INC	208197	04/2022 - WHITEWATER RIVER CHANNEL ...	Consultants	101-7006-60104	4,360.93
WHITE CAP CONSTRUCTION S...	208257	6/7/22 - ELECTROLYTE REPLENISHMENT P...	Operating Supplies	101-7003-60420	251.90
MMASC	208229	FY 22/23 MEMBERSHIP RENEWAL D.KINLEY	Membership Dues	101-1002-60351	90.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
KUSTOM SIGNALS INC	208226	05/26/22 - LQPD SPEED GUN REPAIR	Special Enforcement Funds	101-2001-60175	441.97
THE WORKS FLOOR & WALL	208246	06/06/22 - CARPET TILE FOR CHAMBER	Materials/Supplies	101-3008-60431	1,501.21
ROBERT HALF	208237	06/17/22 - TEMP AGENCY SERVICES T.SU...	Temporary Agency Services	101-6006-60125	488.70
CLASSIC AUTO TRANSPORT	208204	06/14/22 - POLICE TOW LA221560012	Sheriff - Other	101-2001-60176	50.00
DAIOHS FIRST CHOICE SERVICES	208209	04/21/22 - COFFEE SUPPLIES FOR LOBBY ...	Citywide Supplies	101-1007-60403	1,150.24
DAIOHS FIRST CHOICE SERVICES	208209	06/09/22 - COFFEE SUPPLIES FOR LOBBY ...	Citywide Supplies	101-1007-60403	796.13
FEDEX	208215	06/10/22 - OVERNIGHT MAIL	Postage	101-1007-60470	49.11
VERIZON WIRELESS	208255	05/14-06/13/22 - EOC CELL (7813)	Mobile/Cell Phones/Satellites	101-2002-61304	1,433.52
FIRST CHOICE A/C & HEATING ...	208216	05/17/22 - CH HVAC CONTACTOR REPLAC...	HVAC	101-3008-60667	246.00
DEPARTMENT OF ANIMAL SER...	208210	05/2022 - ANIMAL SERVICES	Animal Shelter Contract Service	101-6004-60197	24,751.26
STANDARD INSURANCE COMP...	208242	04/2022 - VISION INSURANCE	Vision Insurance Pay	101-0000-20945	1,485.96
COACHELLA VALLEY ASSOC OF...	208205	FY 2021/22 HOMELESS BUS PASS PROGR...	Homeless Bus Passes	101-3001-60531	3,000.00
HUMANITY	208223	07/10/22-07/09/23 - HUMANITY SUBSCRI...	Operating Supplies	101-3002-60420	960.00
STANDARD INSURANCE COMP...	208242	06/2022 - VISION INSURANCE	Vision Insurance Pay	101-0000-20945	1,495.28
STANDARD INSURANCE COMP...	208242	05/2022 - VISION INSURANCE	Vision Insurance Pay	101-0000-20945	1,079.26
EISENHOWER MEDICAL CENTER	208214	05/16/22 - SEXUAL ASSAULT EXAMS LA22...	Sexual Assault Exam Fees	101-2001-60193	1,200.00
CALIFORNIA PARK & RECREAT...	208200	09/2022-08/2023 - MEMBERSHIP R.ALVA...	Membership Dues	101-3005-60351	150.00
CALIFORNIA PARK & RECREAT...	208200	09/2022-08/2023 - MEMBERSHIP B.TELLEZ	Membership Dues	101-3005-60351	145.00
HOME DEPOT CREDIT SERVICES	208221	05/16/22 - DISINFECTING WIPES (18)	LQ Police Volunteers	101-2001-60109	77.58
HOME DEPOT CREDIT SERVICES	208221	04/28/22 - FS #70 TOOL CHEST	Fire Station	101-2002-60670	432.83
HOME DEPOT CREDIT SERVICES	208221	05/02/22 - TRAILER MOUNT KIT	Fire Station	101-2002-60670	28.89
HOME DEPOT CREDIT SERVICES	208221	05/09/22 - PAINT & SUPPLIES FOR GRAFFI...	Supplies-Graffiti and Vandalism	101-3005-60423	130.59
HOME DEPOT CREDIT SERVICES	208221	05/09/22 - DECK SPRAYER & TRASHBAGS	Materials/Supplies	101-3005-60431	131.38
HOME DEPOT CREDIT SERVICES	208221	05/10/22 - FOLDING KNIFE & TOWELS	Materials/Supplies	101-3005-60431	63.15
HOME DEPOT CREDIT SERVICES	208221	05/12/22 - PRESSURE WASHER GUN & HO...	Tools/Equipment	101-3005-60432	100.53
HOME DEPOT CREDIT SERVICES	208221	05/12/22 - NITRILEL GLOVES & GOOF OFF...	Materials/Supplies	101-3008-60431	73.55
HOME DEPOT CREDIT SERVICES	208221	05/25/22 - STEEL ROUND ROD FOR PARK	Materials/Supplies	101-3008-60431	7.59
HOME DEPOT CREDIT SERVICES	208221	05/23/22 - PAINT & ADHESIVE REMOVER ...	Materials/Supplies	101-3008-60431	26.00
HOME DEPOT CREDIT SERVICES	208221	05/16/22 - TOILET FILL VALVE & DRAIN W...	Materials/Supplies	101-3008-60431	45.59
HOME DEPOT CREDIT SERVICES	208221	05/26/22 - ELECTRICIAN TOOL BAG	Tools/Equipment	101-3008-60432	48.90
HOME DEPOT CREDIT SERVICES	208221	05/20/22 - SAW BLADES & GLOVES	Operating Supplies	101-7003-60420	73.75
HOME DEPOT CREDIT SERVICES	208221	05/20/22 - ALL PURPOSE GLOVES	Operating Supplies	101-7003-60420	22.77
NEIGHBORS FOR NEIGHBORH...	208231	6/24/22- POLITICAL SIGN DEPOSIT REFUN...	Election Deposit	101-0000-22835	200.00
ROADPOST USA INC.	208236	06/23-07/22/22 - EOC SATELLITE PHONES	Mobile/Cell Phones/Satellites	101-2002-61304	173.01
TERRA NOVA PLANNING & RE...	208244	05/2022 - TRAVERTINE PROJECT PLANNIN...	Developer Deposits	101-0000-22810	7,020.00
Fund 101 - GENERAL FUND Total:					177,185.83

Fund: 201 - GAS TAX FUND

SERVICEWEAR APPAREL	208240	06/17/22 - UNIFORMS	Uniforms	201-7003-60690	1,190.60
SERVICEWEAR APPAREL	208240	06/20/22 - UNIFORMS (44)	Uniforms	201-7003-60690	1,189.55
TOPS' N BARRICADES INC	208247	06/21/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	317.77
HOME DEPOT CREDIT SERVICES	208221	05/10/22 - EXPANSION JOINTS (2) FOR CO...	Materials/Supplies	201-7003-60431	9.72
HOME DEPOT CREDIT SERVICES	208221	05/23/22 - PAINT SUPPLIES	Paint/Legends	201-7003-60433	93.70
HOME DEPOT CREDIT SERVICES	208221	05/10/22 - SPRAY PAINT (4)	Paint/Legends	201-7003-60433	24.93
Fund 201 - GAS TAX FUND Total:					2,826.27

Fund: 202 - LIBRARY & MUSEUM FUND

VINTAGE ASSOCIATES	208256	06/2022 - MONTHLY MAINTENANCE	Landscape Contract	202-3004-60112	812.59
VINTAGE ASSOCIATES	208256	06/2022 - MONTHLY MAINTENANCE	Landscape Contract	202-3006-60112	169.58
FRONTIER COMMUNICATIONS...	208217	06/13-07/12/22 - MUSEUM PHONE	Telephone - Utilities	202-3006-61300	125.70
HOME DEPOT CREDIT SERVICES	208221	05/24/22 - GARBAGE DISPOSAL FOR LIBR...	Maintenance/Services	202-3004-60691	200.08
HOME DEPOT CREDIT SERVICES	208221	05/20/22 - WATER COOLER DISPENSER FO...	Maintenance/Services	202-3006-60691	308.84
HOME DEPOT CREDIT SERVICES	208221	05/18/22 - BIRD SPIKES FOR MUSEUM	Maintenance/Services	202-3006-60691	97.78
Fund 202 - LIBRARY & MUSEUM FUND Total:					1,714.57

Fund: 215 - LIGHTING & LANDSCAPING FUND

ROTO-LITE, INC	208238	06/21/22 - TRANSFORMER & WATERPRO...	Materials/Supplies	215-7004-60431	1,919.76
ROTO-LITE, INC	208238	06/21/22 - TREE RING TAXES	Materials/Supplies	215-7004-60431	1,679.96
ROTO-LITE, INC	208238	6/21/22 - COLOR CHANGING TREE RING L...	Materials/Supplies	215-7004-60431	17,279.76
ROTO-LITE, INC	208238	06/21/22 - INSTALLATION LABOR	Materials/Supplies	215-7004-60431	2,400.00
TRI-STATE MATERIALS INC	208248	06/06/22 - LANDSCAPE DG	Materials/Supplies	215-7004-60431	925.11
VINTAGE ASSOCIATES	208256	06/2022 - MONTHLY MAINTENANCE	Landscape Contract	215-7004-60112	10,589.51

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
STAPLES ADVANTAGE	208243	06/15/22 - COOLING TOWELS (2)	Operating Supplies	215-7004-60420	82.63
SMITH PIPE & SUPPLY CO	208241	06/08/22 - LANDSCAPE STAPLES (100)	Materials/Supplies	215-7004-60431	26.10
HOME DEPOT CREDIT SERVICES	208221	05/02/22 - SPRAY PAINT FOR GRAFFITI R...	Supplies-Graffiti and Vandalism	215-7004-60423	49.35
HOME DEPOT CREDIT SERVICES	208221	05/03/22 - MARKING SPRAY PAINT (17)	Materials/Supplies	215-7004-60431	147.53
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					35,099.71
Fund: 221 - AB 939 - CALRECYCLE FUND					
XPRESS GRAPHICS	208258	06/13/22 - RECYCLE STICKERS	AB 939 Recycling Solutions	221-0000-60127	1,506.14
ALPHA MEDIA LLC	208194	06/2022 - RADIO ADS 93.7 KCLB	AB 939 Recycling Solutions	221-0000-60127	1,387.56
ALPHA MEDIA LLC	208194	06/2022 - RAIDO ADS MIX 100.5	AB 939 Recycling Solutions	221-0000-60127	1,387.56
HOME DEPOT CREDIT SERVICES	208221	05/12/22 - VITAMIX FOODCYCLER FOR RE...	AB 939 Recycling Solutions	221-0000-60127	434.99
HOME DEPOT CREDIT SERVICES	208221	05/12/22 - COMPOST BUCKETS & VITAMIX...	AB 939 Recycling Solutions	221-0000-60127	695.90
Fund 221 - AB 939 - CALRECYCLE FUND Total:					5,412.15
Fund: 237 - SUCCESSOR AGCY PA 1 ADMIN					
US BANK	208251	04/1/22-03/31/23 - 2021 BOND TRUSTEE ...	Consultants	237-9001-60104	1,600.00
Fund 237 - SUCCESSOR AGCY PA 1 ADMIN Total:					1,600.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
HAMMEL, GREEN, AND ABRA...	208220	05/2022 - CULTURAL CAMPUS DESIGN	Design	401-0000-60185	13,267.10
NEXTECH SYSTEMS, INC.	208232	6/20/22 - LA PALMA CROSSWALK SOLAR ...	Construction	401-0000-60188	8,167.13
HOME DEPOT CREDIT SERVICES	208221	05/11/22 - PICNIC TABLES (6) FOR X-PARK	Construction	401-0000-60188	3,498.38
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					24,932.61
Fund: 501 - FACILITY & FLEET REPLACEMENT					
SEBMA AUTO GLASS	208239	06/22/22 - WINDSHIELD REPLACEMENT F...	Vehicle Repair & Maintenance	501-0000-60676	319.00
HOME DEPOT CREDIT SERVICES	208221	05/05/22 - RATCHET STRAPS (2)	Parts, Accessories, and Upfits	501-0000-60675	49.98
HOME DEPOT CREDIT SERVICES	208221	04/30/22 - RUBBER WHEEL CHOCK	Parts, Accessories, and Upfits	501-0000-60675	39.08
HOME DEPOT CREDIT SERVICES	208221	04/28/22 - TRAILER WINCH	Parts, Accessories, and Upfits	501-0000-60675	47.61
HOME DEPOT CREDIT SERVICES	208221	05/04/22 - SILICONE ADHESIVE SEALANT (...)	Parts, Accessories, and Upfits	501-0000-60675	11.90
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					467.57
Fund: 502 - INFORMATION TECHNOLOGY					
ZARTICO, INC.	208259	07/01-08/31/22 - PACKAGE 2 SUBSCRIPTI...	Prepaid Expense	502-0000-13600	8,250.00
ZARTICO, INC.	208259	06/2022 PACKAGE 2 SUBSCRIPTION 4 OF 4	Software Licenses	502-0000-60301	4,125.00
CHARTER COMMUNICATIONS ...	208203	05/15-06/14/22 - WC CABLE (8105)	Cable/Internet - Utilities	502-0000-61400	154.52
CHARTER COMMUNICATIONS ...	208203	06/20-07/19/22 - WC CABLE (1909)	Cable/Internet - Utilities	502-0000-61400	10.52
CHARTER COMMUNICATIONS ...	208203	06/12-07/11/2022 - CITY YARD CABLE (40...	Cable/Internet - Utilities	502-0000-61400	81.70
VACASA	208252	06/21/22 - PERMIT FEES REFUND # 066276	Technology Enhancement Sur...	502-0000-43611	5.00
PLACER LABS, INC.	208234	07/2022-05/2023 VENUE ANALYTICS PLAT...	Prepaid Expense	502-0000-13600	20,625.00
PLACER LABS, INC.	208234	06/2022 - VENUE ANALYTICS PLATFORM	Software Licenses	502-0000-60301	1,875.00
VERITAS TECHNOLOGIES LLC	208254	06/21/22 - DATA BACK-UP FOR LASERFICHE	D & D, Software Enhancements	502-0000-71042	1,147.25
TRITON TECHNOLOGY SOLUTI...	208249	06/24/22 - CHAMBER AV EQUIPMENT UP...	Machinery & Equipment	502-0000-80100	8,214.84
CANON FINANCIAL SERVICES, ...	208201	06/2022 CITY PRINTERS & 05/2022 METE ...	Copiers	502-0000-60662	2,688.07
VERIZON WIRELESS	208255	05/02-06/01/22 - CITY IPADS (5587)	Cell/Mobile Phones	502-0000-61301	1,153.24
VERIZON WIRELESS	208255	05/02-06/01/22 - CITY CELL SVC (5496)	Cell/Mobile Phones	502-0000-61301	2,753.41
CDW GOVERNMENT INC	208202	6/24/22 ADOBE ADOBE ADOBE ADOBE ADOBE...	Software Licenses	502-0000-60301	1,471.50
FRONTIER COMMUNICATIONS...	208217	06/12-07/11/22 - X-PARK INTERNET	Cable/Internet - Utilities	502-0000-61400	903.87
CDW GOVERNMENT INC	208202	7/1/22-4/29/23 DRUVA INSYNC CLOUD E...	Prepaid Expense	502-0000-13600	3,082.91
CDW GOVERNMENT INC	208202	4/30/22-6/30/22 DRUVA INSYNC CLOUD ...	Software Licenses	502-0000-60301	616.59
CDW GOVERNMENT INC	208202	6/14/22 - ADOBE INDESIGN M.GRAHAM	Software Licenses	502-0000-60301	321.05
Fund 502 - INFORMATION TECHNOLOGY Total:					57,479.47
Fund: 601 - SILVERROCK RESORT					
HOME DEPOT CREDIT SERVICES	208221	05/06/22 - DOORLOCKS (2) FOR SRR	Repair & Maintenance	601-0000-60660	104.33
HOME DEPOT CREDIT SERVICES	208221	05/05/22 - EVAPORATIVE COOLER PUMP ...	Repair & Maintenance	601-0000-60660	44.81
HOME DEPOT CREDIT SERVICES	208221	05/26/22 - TOILET BOWL BOLT SET & WAX...	Repair & Maintenance	601-0000-60660	18.84
Fund 601 - SILVERROCK RESORT Total:					167.98
Grand Total:					306,886.16

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	177,185.83
201 - GAS TAX FUND	2,826.27
202 - LIBRARY & MUSEUM FUND	1,714.57
215 - LIGHTING & LANDSCAPING FUND	35,099.71
221 - AB 939 - CALRECYCLE FUND	5,412.15
237 - SUCCESSOR AGCY PA 1 ADMIN	1,600.00
401 - CAPITAL IMPROVEMENT PROGRAMS	24,932.61
501 - FACILITY & FLEET REPLACEMENT	467.57
502 - INFORMATION TECHNOLOGY	57,479.47
601 - SILVERROCK RESORT	167.98
Grand Total:	306,886.16

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	-191.51
101-0000-20945	Vision Insurance Pay	4,060.50
101-0000-20981	United Way Deductions	37.00
101-0000-22810	Developer Deposits	7,020.00
101-0000-22835	Election Deposit	200.00
101-0000-41415	STVR Registration Fee	1,000.00
101-0000-42218	Wellness Center Member...	75.00
101-1002-60351	Membership Dues	90.00
101-1002-60400	Office Supplies	56.82
101-1004-50252	Annual Wellness Dollar Re...	600.00
101-1006-60320	Travel & Training	149.00
101-1007-60403	Citywide Supplies	1,946.37
101-1007-60470	Postage	49.11
101-2001-60109	LQ Police Volunteers	77.58
101-2001-60175	Special Enforcement Funds	441.97
101-2001-60176	Sheriff - Other	50.00
101-2001-60193	Sexual Assault Exam Fees	1,200.00
101-2002-60670	Fire Station	461.72
101-2002-61304	Mobile/Cell Phones/Satell...	1,606.53
101-2002-61400	Cable/Internet - Utilities	136.13
101-3001-60510	Grants & Economic Devel...	11,000.00
101-3001-60531	Homeless Bus Passes	3,000.00
101-3002-60420	Operating Supplies	960.00
101-3003-60184	Fritz Burns Pool Program...	4,677.13
101-3005-60112	Landscape Contract	48,536.32
101-3005-60351	Membership Dues	295.00
101-3005-60423	Supplies-Graffiti and Van...	130.59
101-3005-60431	Materials/Supplies	11,247.67
101-3005-60432	Tools/Equipment	100.53
101-3007-60461	Marketing & Tourism Pro...	5,700.00
101-3008-60427	Safety Gear	217.49
101-3008-60431	Materials/Supplies	1,653.94
101-3008-60432	Tools/Equipment	48.90
101-3008-60667	HVAC	246.00
101-6001-60400	Office Supplies	28.26
101-6003-60320	Travel & Training	31.01
101-6004-60111	Administrative Citation Se...	25.00
101-6004-60197	Animal Shelter Contract S...	24,751.26
101-6004-60690	Uniforms	2,680.59
101-6006-60125	Temporary Agency Servic...	488.70
101-7001-60400	Office Supplies	14.95
101-7003-60103	Professional Services	3,075.00
101-7003-60420	Operating Supplies	348.42
101-7003-60432	Tools/Equipment	48.82
101-7006-60104	Consultants	4,360.93

Account Summary

Account Number	Account Name	Expense Amount
101-7006-60146	PM 10 - Dust Control	34,453.10
201-7003-60429	Traffic Control Signs	317.77
201-7003-60431	Materials/Supplies	9.72
201-7003-60433	Paint/Legends	118.63
201-7003-60690	Uniforms	2,380.15
202-3004-60112	Landscape Contract	812.59
202-3004-60691	Maintenance/Services	200.08
202-3006-60112	Landscape Contract	169.58
202-3006-60691	Maintenance/Services	406.62
202-3006-61300	Telephone - Utilities	125.70
215-7004-60112	Landscape Contract	10,589.51
215-7004-60420	Operating Supplies	82.63
215-7004-60423	Supplies-Graffiti and Van...	49.35
215-7004-60431	Materials/Supplies	24,378.22
221-0000-60127	AB 939 Recycling Solutions	5,412.15
237-9001-60104	Consultants	1,600.00
401-0000-60185	Design	13,267.10
401-0000-60188	Construction	11,665.51
501-0000-60675	Parts, Accessories, and Up...	148.57
501-0000-60676	Vehicle Repair & Mainte...	319.00
502-0000-13600	Prepaid Expense	31,957.91
502-0000-43611	Technology Enhancement...	5.00
502-0000-60301	Software Licenses	8,409.14
502-0000-60662	Copiers	2,688.07
502-0000-61301	Cell/Mobile Phones	3,906.65
502-0000-61400	Cable/Internet - Utilities	1,150.61
502-0000-71042	D & D, Software Enhance...	1,147.25
502-0000-80100	Machinery & Equipment	8,214.84
601-0000-60660	Repair & Maintenance	167.98
	Grand Total:	306,886.16

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	266,593.75
18-002E	TRAVERTINE CORPORATION EXP	TRAVERTINE CORPORATION	7,020.00
201603CT	Construction Expense	La Quinta Landscape Renovation Ir	3,498.38
201901D	Design Expense	Village Art Plaza Promenade & Cult	13,267.10
201919E	Regional Scour Analysis Expense	Regional Scour Analysis	4,360.93
2122TMICT	Construction Expense	FY21/22 Traffic Maintenance Impr	8,167.13
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	3,075.00
XPARKE	X Park Expenses	X Park	903.87
	Grand Total:	306,886.16	

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City of La Quinta

Packet: APPKT03178 - 07/08/2022 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
UNITED WAY OF THE DESERT	208306	CONTRIBUTION	United Way Deductions	101-0000-20981	37.00
CHARTER COMMUNICATIONS ...	208266	06/24-07/23/22 - FS #93 (2415)	Cable/Internet - Utilities	101-2002-61400	113.79
PALMS TO PINES PRINTING	208290	06/20/22 - POLO SHIRTS	Marketing & Tourism Promoti...	101-3007-60461	130.44
PALMS TO PINES PRINTING	208290	06/20/22 - POLO SHIRTS	Uniforms	101-3008-60690	404.67
FERNANDEZ, SUIFREDO M	208272	6/15/22 - ANNUAL WELLNESS DOLLARS R...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
SOUTHWEST AQUATICS INC	208298	06/2022 - LAKE MAINTENANCE SERVICES	Civic Center Lake Maintenance	101-3005-60117	1,350.00
SOUTHWEST AQUATICS INC	208298	06/2022 - LAKE MAINTENANCE SERVICES	SilverRock Lake Maintenance	101-3005-60189	1,350.00
SOUTHWEST AQUATICS INC	208298	06/21/22 - FUSES REPLACEMENT FOR FO...	Civic Center Lake Maintenance	101-3005-60117	1,087.00
LAUREANO, SANDRA	208284	6/22/22 - ANNUAL WELLNESS DOLLARS RE...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
BATRES, JESSE	208263	06/22/22 - ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
CASTRO, DANNY	208265	06/23/22 - ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reimb...	101-1004-50252	167.53
FLORES, TANIA	208273	06/27/22 - ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reimb...	101-1004-50252	199.00
MCMILLEN, JON	208288	6/27/22 - ANNUAL WELLNESS DOLLARS RE...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
HICKSON, AARON M	208277	06/28/22 - ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reimb...	101-1004-50252	92.53
HALLICK, ROSEMARY	121	06/28/22 - ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reimb...	101-1004-50252	70.65
RADEVA, MONIKA	122	07/01/2022 - OFFICE CHAIR REIMB M.RAD...	Office Supplies	101-1005-60400	237.04
MAYSSELS, SUSAN MULLIN	208287	04/24-06/12/22 - CLERK'S OFFICE ASSIST...	Professional Services	101-1005-60103	2,231.25
SANCHEZ, TOMMI	208295	04/19/22 - TRAVEL EXPENSE REMIB T.SAN...	Travel & Training	101-6006-60320	196.43
ASCAP	208262	06/01/22-05/31/23 MUSIC LICENSE REN...	Community Experiences	101-3003-60149	399.58
CRRA	208270	FY 22/23 MEMBERSHIP G.VILLALPANDO	Membership Dues	101-1002-60351	200.00
CORONA CLAY COMPANY	208269	06/28/22 - ANGEL MIX FOR BASEBALL FIE...	Materials/Supplies	101-3005-60431	3,684.38
CORONA CLAY COMPANY	208269	06/29/22 - ANGEL MIX FOR BASEBALL FIE...	Materials/Supplies	101-3005-60431	3,684.38
HR GREEN PACIFIC INC	208278	05/2022 - ONCALL PLAN CHECK SVCS ENG...	Map/Plan Checking	101-7002-60183	1,732.50
JOE A GONSALVES & SON	208282	07/2022 - LOBBYIST SERVICES	Contract Services - Administrat...	101-1002-60101	3,500.00
KAY, JAMES	208283	06/07/2022 - REFUND FOR DOUBLE CHAR...	Wellness Center Memberships	101-0000-42218	75.00
AMBRIZ, PAULA	208261	07/6-07/27/22 - YOGA CLASSES REFUND	Wellness Center Leisure Enric...	101-0000-42214	60.00
SRI V R NETTIMI OR SUSHELLA...	208299	06/27/22 - REFUND FOR DOUBLE PAYME...	Administrative Citations	101-0000-42700	200.00
PETER DAVID OR KELLY BAUC...	208291	06/20/22 - CITATION DISMISSAL REFUND ...	Administrative Citations	101-0000-42700	100.00
QUINN COMPANY	208293	06/13-06/23/22 - EQUIPMENT RENTAL	Maintenance/Services	101-3005-60691	1,268.26
QUINN COMPANY	208293	06/13/22 - EQUIPMENT RENTAL CREDIT ...	Maintenance/Services	101-3005-60691	-84.00
XPRESS GRAPHICS	208311	06/24/22 - POLE BANNERS FOR CITY BDAY	Sponsorships/Advertising	101-3007-60450	2,706.27
VINTAGE ASSOCIATES	208310	06/30/22 - BOX TREE FOR SRR PARK	Materials/Supplies	101-3005-60431	370.00
ODP BUSINESS SOLUTIONS, LLC	208289	06/22/22 - OFFICE SUPPLIES	Office Supplies	101-1005-60400	932.21
STAPLES ADVANTAGE	208300	06/14/22 - CIYTWIDE COPY PAPER	Forms, Copier Paper	101-1007-60402	223.98
US FLEET TRACKING LLC	208309	06/20/22 - POLICE GPS DEVICES (4)	Operating Supplies	101-2001-60420	611.95
US FLEET TRACKING LLC	208309	07/01/22-06/30/23 - ANNUAL SERVICE GP...	Operating Supplies	101-2001-60420	1,917.60
US FLEET TRACKING LLC	208309	3/1/22-2/28/23 ANNUAL SERVICE CREDIT...	Operating Supplies	101-2001-60420	-479.40
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electricity - Utilities	101-2002-61101	1,905.48
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electric - Civic Center Park - Uti...	101-3005-61103	1,471.67
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electric - Fritz Burns Park - Utili...	101-3005-61105	171.13
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electric - Sports Complex - Utili...	101-3005-61106	1,873.98
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electricity - Utilities	101-3008-61101	16,205.98
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electricity - Utilities	101-2002-61101	1,288.11
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Monticello Park - Utili...	101-3005-61102	13.30
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Fritz Burns Park - Utili...	101-3005-61105	1,178.60
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Colonel Paige - Utiliti...	101-3005-61108	53.41
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Community Park - Util...	101-3005-61109	5,346.94
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Adams Park - Utilities	101-3005-61110	30.96
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Velasco Park - Utilities	101-3005-61111	13.71
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Eisenhower Park - Util...	101-3005-61113	22.06
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Desert Pride - Utilities	101-3005-61114	13.43
COACHELLA VALLEY WATER DI...	208268	06/27/22 - WATER SERVICE	Water -Community Park - Utilit...	101-3005-61209	7,337.85
COACHELLA VALLEY WATER DI...	208268	06/27/22 - WATER SERVICE	PM 10 - Dust Control	101-7006-60146	23.21

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
GOVOS, INC.	208275	07/2022 PERMITTING SOFTWARE FOR ST...	Professional Services	101-1005-60103	3,820.00
THE GAS COMPANY	208302	05/23-06/22/22 - FS #32 GAS SVC	Gas - Utilities	101-2002-61100	42.56
THE GAS COMPANY	208302	05/23-06/22/22 - CH GAS SVC	Gas - Utilities	101-3008-61100	130.13
THE GAS COMPANY	208302	05/23-06/22/22 - FB POOL GAS SVC	Gas-Utilities FB Pool	101-3005-61100	46.84
THE GAS COMPANY	208302	05/23-06/22/22 - WC GAS SVC	Gas - Utilities	101-3008-61100	142.96
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electric - SilverRock Event Site -..	101-3005-61115	2,771.94
COACHELLA VALLEY WATER DI...	208268	06/23/22 - WATER SERVICE	Water - Utilities	101-2002-61200	169.09
COACHELLA VALLEY WATER DI...	208268	06/23/22 - WATER SERVICE	Water -Eisenhower Park - Utiliti..	101-3005-61203	106.54
COACHELLA VALLEY WATER DI...	208268	06/23/22 - WATER SERVICE	Water -Velasco Park - Utilities	101-3005-61205	211.24
COACHELLA VALLEY WATER DI...	208268	06/29/22 - WATER SERVICE	Water -Fritz Burns Park - Utiliti...	101-3005-61204	2,228.45
COACHELLA VALLEY WATER DI...	208268	06/29/22 - WATER SERVICE	Water - Utilities	101-3008-61200	2,069.15
SOUTHERN CALIFORNIA ASSOC..	208297	FY 22-23 DUES ASSESSMENT	Membership Dues	101-1002-60351	4,955.00
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Sheriff Patrol	101-2001-60161	740,658.58
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Police Overtime	101-2001-60162	17,510.42
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Target Team	101-2001-60163	96,612.40
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Community Services Officer	101-2001-60164	59,366.40
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Gang Task Force	101-2001-60166	16,132.80
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Narcotics Task Force	101-2001-60167	16,132.80
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Motor Officer	101-2001-60169	121,558.85
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Dedicated Sergeants	101-2001-60170	40,935.00
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Dedicated Lieutenant	101-2001-60171	25,091.20
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Sheriff - Mileage	101-2001-60172	29,003.48
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	Special Enforcement Funds	101-2001-60175	3,574.39
Fund 101 - GENERAL FUND Total:					1,249,790.08
Fund: 201 - GAS TAX FUND					
TOPS' N BARRICADES INC	208303	06/30/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	527.44
TOPS' N BARRICADES INC	208303	06/30/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	1,561.65
TOPS' N BARRICADES INC	208303	06/30/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	321.08
SUMMIT SAFETY LLC	208301	06/09/22 - IMPRINT FOR UNIFOMRS	Uniforms	201-7003-60690	192.48
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electricity - Utilities	201-7003-61101	691.86
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electricity - Utilities	201-7003-61101	18.77
Fund 201 - GAS TAX FUND Total:					3,313.28
Fund: 202 - LIBRARY & MUSEUM FUND					
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electricity - Utilities	202-3004-61101	4,480.26
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electricity - Utilities	202-3006-61101	1,446.90
THE GAS COMPANY	208302	05/23-06/22/22 - LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	14.79
Fund 202 - LIBRARY & MUSEUM FUND Total:					5,941.95
Fund: 212 - SLESA (COPS) FUND					
RIVERSIDE COUNTY SHERIFF D...	208294	04/07-05/04/22 - BP #11 POLICE SERVICE	COPS Burglary/Theft Preventi...	212-0000-60179	955.32
Fund 212 - SLESA (COPS) FUND Total:					955.32
Fund: 215 - LIGHTING & LANDSCAPING FUND					
TRI-STATE MATERIALS INC	208304	04/27/22 - LANDSCAPE RUBBLE	Materials/Supplies	215-7004-60431	812.14
STAPLES ADVANTAGE	208300	07/01/22 - CUPS FOR DEPARTMENT	Operating Supplies	215-7004-60420	27.82
IMPERIAL IRRIGATION DIST	208279	06/23/22 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	103.41
IMPERIAL IRRIGATION DIST	208279	06/23/22 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	13.57
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	2,238.25
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	992.63
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	2,927.40
IMPERIAL IRRIGATION DIST	208279	06/30/22 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	1,393.16
COACHELLA VALLEY WATER DI...	208268	06/23/22 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	2,646.65
COACHELLA VALLEY WATER DI...	208268	06/27/22 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	4,284.18
COACHELLA VALLEY WATER DI...	208268	06/29/22 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	11,528.20
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					26,967.41
Fund: 221 - AB 939 - CALRECYCLE FUND					
PALMS TO PINES PRINTING	208290	06/20/22 - POLO SHIRTS	AB 939 Recycling Solutions	221-0000-60127	361.18
Fund 221 - AB 939 - CALRECYCLE FUND Total:					361.18

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 235 - SO COAST AIR QUALITY FUND					
IMPERIAL IRRIGATION DIST	208279	06/27/22 - ELECTRICITY SERVICE	Electricity - Utilities	235-0000-61101	641.05
Fund 235 - SO COAST AIR QUALITY FUND Total:					641.05
Fund: 243 - RDA LOW-MOD HOUSING FUND					
MARTHA'S VILLAGE KITCHEN	208286	FY 22/23 HOMELESS PREVENTION & ASSIS...	Homelessness Assistance	243-0000-60532	100,000.00
COACHELLA VALLEY RESCUE M...	208267	FY 22/23 HOMELESS PREVENTION PROGR...	Homelessness Assistance	243-0000-60532	100,000.00
Fund 243 - RDA LOW-MOD HOUSING FUND Total:					200,000.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
IN-SITE LANDSCAPE ARCHITEC...	208280	05/24/22 - FB PARK MASTER PLAN DESIGN	Design	401-0000-60185	20,649.50
UNIVERSAL CONSTRUCTION A...	208307	05/20/22 - CITYWIDE MISC ADA IMPROV...	Retention Payable	401-0000-20600	-3,773.50
UNIVERSAL CONSTRUCTION A...	208307	05/20/22 - CITYWIDE MISC ADA IMPROV...	Construction	401-0000-60188	75,470.00
UNIVERSAL CONSTRUCTION A...	208307	06/09/22 - CITYWIDE MISC ADA IMPROV...	Retention Payable	401-0000-20600	-1,010.63
UNIVERSAL CONSTRUCTION A...	208307	06/09/22 - CITYWIDE MISC ADA IMPROV...	Construction	401-0000-60188	20,212.62
HAMMEL, GREEN, AND ABRA...	208276	03/2022 - CULTURAL CAMPUS DESIGN	Design	401-0000-60185	25,845.00
HAMMEL, GREEN, AND ABRA...	208276	04/2022 - CULTURAL CAMPUS DESIGN	Design	401-0000-60185	8,615.00
URBAN HABITAT	208308	06/2022 - TOPAZ LANDSCAPE RENOVATI...	Retention Payable	401-0000-20600	-2,726.71
URBAN HABITAT	208308	06/2022 TOPAZ LANDSCAPE RENOVATION ..	Construction	401-0000-60188	54,534.22
SIGNIFY NORTH AMERICA COR...	208296	2/15/22 - X-PARK POLE PURCHASING AND ..	Construction	401-0000-60188	0.04
SIGNIFY NORTH AMERICA COR...	208296	2/16/22 - X-PARK POLE PURCHASING AND ..	Construction	401-0000-60188	1,087.50
SIGNIFY NORTH AMERICA COR...	208296	03/02/22 - X-PARK POLE PURCHASING AN...	Construction	401-0000-60188	4,350.00
SIGNIFY NORTH AMERICA COR...	208296	3/8/22 - X-PARK POLE PURCHASING AND ...	Construction	401-0000-60188	7,612.46
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					210,865.50
Fund: 501 - FACILITY & FLEET REPLACEMENT					
POWERPLAN BF	208292	06/30/22 - BACKHOLE REPAIR	Vehicle Repair & Maintenance	501-0000-60676	1,383.48
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					1,383.48
Fund: 502 - INFORMATION TECHNOLOGY					
TYLER TECHNOLOGIES	208305	07/01/22-06/30/23 AR MODULE MAINTEN...	Software Licenses	502-0000-60301	5,013.97
CHARTER COMMUNICATIONS ...	208266	06/24-07/23/22 - WC CABLE	Cable/Internet - Utilities	502-0000-61400	266.66
INTELESYSONE	208281	07/01/22-06/30/23 - PHONE SYSTEM MAI...	Technical	502-0000-60108	33,601.44
LOBBYCENTRAL	208285	6/30/22-6/30/23 APPOINTMENT ANNUAL...	Software Licenses	502-0000-60301	300.00
LOBBYCENTRAL	208285	06/30/22-06/30/23 - CLOUD ANNUAL SUB...	Software Licenses	502-0000-60301	770.00
GOGOV APPS, INC.	208274	7/1/22-6/30/23 GOREQUEST & GOENFOR...	Software Licenses	502-0000-60301	14,907.00
EMPHASYS	208271	7/1/22-6/30/23 INVESTMENT PORTFOLIO...	Maintenance Agreements	502-0000-60300	4,502.00
Fund 502 - INFORMATION TECHNOLOGY Total:					59,361.07
Fund: 504 - INSURANCE FUND					
ALLIANT INSURANCE SERVICES ..	208260	7/01/22-7/01/23 CRIME INSURANCE	Crime Insurance	504-1010-60446	1,800.00
CALIFORNIA JOINT POWERS IN...	208264	FY 22/23 LIABILITY NSURANCE	Liability Insurance	504-1010-60441	418,878.00
CALIFORNIA JOINT POWERS IN...	208264	FY 22/23 WORKERS COMP INSURANCE	Workers Comp Premium	504-1010-60452	185,353.00
CALIFORNIA JOINT POWERS IN...	208264	7/1/21-7/1/22-R/C MECHANICAL INS TO 5...	Crime Insurance	504-1010-60446	-3,181.00
CALIFORNIA JOINT POWERS IN...	208264	7/1/21-7/1/22-R/C MECHANICAL INS FR...	Property Insurance	504-1010-60443	3,181.00
CALIFORNIA JOINT POWERS IN...	208264	07/01/22-07/01/23 - PROPERTY INSURAN...	Property Insurance	504-1010-60443	141,655.00
CALIFORNIA JOINT POWERS IN...	208264	07/01/22-07/01/23 - VEHICLE INSURANCE...	Property Insurance	504-1010-60443	14,716.00
CALIFORNIA JOINT POWERS IN...	208264	07/01/22-07/01/23 - MECHANICAL INSUR...	Property Insurance	504-1010-60443	3,367.00
Fund 504 - INSURANCE FUND Total:					765,769.00
Grand Total:					2,525,349.32

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	1,249,790.08
201 - GAS TAX FUND	3,313.28
202 - LIBRARY & MUSEUM FUND	5,941.95
212 - SLESA (COPS) FUND	955.32
215 - LIGHTING & LANDSCAPING FUND	26,967.41
221 - AB 939 - CALRECYCLE FUND	361.18
235 - SO COAST AIR QUALITY FUND	641.05
243 - RDA LOW-MOD HOUSING FUND	200,000.00
401 - CAPITAL IMPROVEMENT PROGRAMS	210,865.50
501 - FACILITY & FLEET REPLACEMENT	1,383.48
502 - INFORMATION TECHNOLOGY	59,361.07
504 - INSURANCE FUND	765,769.00
Grand Total:	2,525,349.32

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20981	United Way Deductions	37.00
101-0000-42214	Wellness Center Leisure E...	60.00
101-0000-42218	Wellness Center Member...	75.00
101-0000-42700	Administrative Citations	300.00
101-1002-60101	Contract Services - Admini...	3,500.00
101-1002-60351	Membership Dues	5,155.00
101-1004-50252	Annual Wellness Dollar Re...	1,329.71
101-1005-60103	Professional Services	6,051.25
101-1005-60400	Office Supplies	1,169.25
101-1007-60402	Forms, Copier Paper	223.98
101-2001-60161	Sheriff Patrol	740,658.58
101-2001-60162	Police Overtime	17,510.42
101-2001-60163	Target Team	96,612.40
101-2001-60164	Community Services Offic...	59,366.40
101-2001-60166	Gang Task Force	16,132.80
101-2001-60167	Narcotics Task Force	16,132.80
101-2001-60169	Motor Officer	121,558.85
101-2001-60170	Dedicated Sargeants	40,935.00
101-2001-60171	Dedicated Lieutenant	25,091.20
101-2001-60172	Sheriff - Mileage	29,003.48
101-2001-60175	Special Enforcement Funds	3,574.39
101-2001-60420	Operating Supplies	2,050.15
101-2002-61100	Gas - Utilities	42.56
101-2002-61101	Electricity - Utilities	3,193.59
101-2002-61200	Water - Utilities	169.09
101-2002-61400	Cable/Internet - Utilities	113.79
101-3003-60149	Community Experiences	399.58
101-3005-60117	Civic Center Lake Mainten...	2,437.00
101-3005-60189	SilverRock Lake Maintena...	1,350.00
101-3005-60431	Materials/Supplies	7,738.76
101-3005-60691	Maintenance/Services	1,184.26
101-3005-61100	Gas-Utilities FB Pool	46.84
101-3005-61102	Electric - Monticello Park -...	13.30
101-3005-61103	Electric - Civic Center Park...	1,471.67
101-3005-61105	Electric - Fritz Burns Park -...	1,349.73
101-3005-61106	Electric - Sports Complex -...	1,873.98
101-3005-61108	Electric - Colonel Paige - U...	53.41
101-3005-61109	Electric - Community Park ...	5,346.94
101-3005-61110	Electric - Adams Park - Util...	30.96
101-3005-61111	Electric - Velasco Park - Uti...	13.71
101-3005-61113	Electric - Eisenhower Park ..	22.06
101-3005-61114	Electric - Desert Pride - Uti...	13.43
101-3005-61115	Electric - SilverRock Event...	2,771.94

Account Summary

Account Number	Account Name	Expense Amount
101-3005-61203	Water -Eisenhower Park -...	106.54
101-3005-61204	Water -Fritz Burns Park - ...	2,228.45
101-3005-61205	Water -Velasco Park - Utili...	211.24
101-3005-61209	Water -Community Park -...	7,337.85
101-3007-60450	Sponsorships/Advertising	2,706.27
101-3007-60461	Marketing & Tourism Pro...	130.44
101-3008-60690	Uniforms	404.67
101-3008-61100	Gas - Utilities	273.09
101-3008-61101	Electricity - Utilities	16,205.98
101-3008-61200	Water - Utilities	2,069.15
101-6006-60320	Travel & Training	196.43
101-7002-60183	Map/Plan Checking	1,732.50
101-7006-60146	PM 10 - Dust Control	23.21
201-7003-60429	Traffic Control Signs	2,410.17
201-7003-60690	Uniforms	192.48
201-7003-61101	Electricity - Utilities	710.63
202-3004-61100	Gas - Utilities	14.79
202-3004-61101	Electricity - Utilities	4,480.26
202-3006-61101	Electricity - Utilities	1,446.90
212-0000-60179	COPS Burglary/Theft Prev...	955.32
215-7004-60420	Operating Supplies	27.82
215-7004-60431	Materials/Supplies	812.14
215-7004-61116	Electric - Utilities	5,269.06
215-7004-61117	Electric - Medians - Utiliti...	2,399.36
215-7004-61211	Water - Medians - Utilities	18,459.03
221-0000-60127	AB 939 Recycling Solutions	361.18
235-0000-61101	Electricity - Utilities	641.05
243-0000-60532	Homelessness Assistance	200,000.00
401-0000-20600	Retention Payable	-7,510.84
401-0000-60185	Design	55,109.50
401-0000-60188	Construction	163,266.84
501-0000-60676	Vehicle Repair & Mainte...	1,383.48
502-0000-60108	Technical	33,601.44
502-0000-60300	Maintenance Agreements	4,502.00
502-0000-60301	Software Licenses	20,990.97
502-0000-61400	Cable/Internet - Utilities	266.66
504-1010-60441	Liability Insurance	418,878.00
504-1010-60443	Property Insurance	162,919.00
504-1010-60446	Crime Insurance	-1,381.00
504-1010-60452	Workers Comp Premium	185,353.00
	Grand Total:	2,525,349.32

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	2,307,957.55
151609CT	Construction Expense	La Quinta X Park	13,050.00
201603CT	Construction Expense	La Quinta Landscape Renovation Ir	54,534.22
201603RP	Retention Payable	La Quinta Landscape Renovation Ir	-2,726.71
201901D	Design Expense	Village Art Plaza Promenade & Cult	34,460.00
202102D	Design Expense	Fritz Burns Park Improvements	20,649.50
202103CT	Construction Expense	Citywide Miscellaneous ADA Imprc	95,682.62
202103RP	Retention Payable	Citywide Miscellaneous ADA Imprc	-4,784.13
BDAYE	City Picnic & Birthday Celebration Ex...	City Picnic & Birthday Celebration	2,706.27
STVRE	Short Term Vacation Rental Expense	Short Term Vacation Rental Trackir	3,820.00
	Grand Total:	2,525,349.32	

City of La Quinta

ATTACHMENT 2

Bank Transactions 6/27 – 7/8/2022

Wire Transaction

Listed below are the wire transfers from 6/27 – 7/8/2022.

Wire Transfers:

06/28/2022 - WIRE TRANSFER - CALPERS	\$	5,553.36
06/28/2022 - WIRE TRANSFER - CALPERS	\$	14,651.29
06/28/2022 - WIRE TRANSFER - CALPERS	\$	22,217.91
06/28/2022 - WIRE TRANSFER - J&H PROPERTY MANAGEMENT	\$	34,827.74
06/29/2022 - WIRE TRANSFER - STERLING HEALTH	\$	1,822.90
06/30/2022 - WIRE TRANSFER - CALPERS	\$	5,553.36
06/30/2022 - WIRE TRANSFER - CALPERS	\$	14,651.31
06/30/2022 - WIRE TRANSFER - CALPERS	\$	22,179.86
07/05/2022 - WIRE TRANSFER - COLONIAL LIFE INSURANCE	\$	5,045.52
07/07/2022 - WIRE TRANSFER - WASKER, DORR, WIMMER & MARCOUILER, P.C.	\$	31,542.00
07/07/2022 - WIRE TRANSFER - CALPERS	\$	116,778.14
07/08/2022 - WIRE TRANSFER - LANDMARK	\$	199,915.36
TOTAL WIRE TRANSFERS OUT	\$	<u>474,738.75</u>

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: DISCUSS AMENDED AND RESTATED RULES OF PROCEDURE FOR PUBLIC MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES OF THE CITY COUNCIL

RECOMMENDATION

Discuss Amended and Restated Rules of Procedure for public meetings and related functions and activities of the City Council.

EXECUTIVE SUMMARY

- On June 2, 2015, the City Council adopted Resolution No. 2015-023 adopting Amended and Restated Rules of Procedure for public meetings applicable to the Council as well all City Boards, Commissions, and Committees.
- Due to changes in law, policy and/or practice, the Rules of Procedure are examined and updated periodically.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

The City periodically reviews its policies and procedures to ensure compliance with state law and alignment with best practices; and Council implements revisions if necessary.

The revisions to the proposed Amended and Restated Rules of Procedure for public meetings, and related functions and activities of the City Council, are as follows:

- Remove reference to City boards, commissions, and committees throughout the document as Council adopted separate Rules of Procedure specific for these entities via Resolution No. 2021-034 on September 21, 2021.
- “Section 1.1 – Regular Meetings” has been amended to allow flexibility for the start time of the Closed Session portion of public meetings.

- Sections 1.7 and 1.8 have been respectively amended and added to clarify attendance at public meetings via teleconference.
- Additional minor language revisions throughout the document have been made to ensure clarity, and text consistency and alignment with current terms.

Staff seeks Council direction with regards to the following items:

- Whether to detail instances when flexibility may be appropriate for the three (3) minutes allocated to individual speaker time, as provided in Sections 2.5 and 2.6.
- Whether to include a prohibition or a limit to the allowance for additional speaker time donations and provide guidance that speakers donating time must be present at the meeting and during the time when the donation is being used.
- Whether to include a definition or guidance for “verbal public comments,” which are to be provided in the speakers’ own voice and may not include video or sound recordings of the speaker or others.
- Whether to include guidance or restrictions related to the ability for speakers to utilize Council Chamber’s resources and technology for presentations, in addition to the allowable form of providing presentations in hard-copies and hand-out form before or during the meeting that are distributed to Council, available to the public, and included in the public record.

Upon receiving Council direction and consensus, staff will revise the proposed draft Amended and Restated Rules of Procedure, and bring back a resolution, at the next regular Council meeting, for Council’s review and consideration.

If adopted, the new resolution will supersede and replace the applicability of the current Rules of Procedure adopted via Resolution No. 2015-023.

ALTERNATIVES

Council may direct staff to add, delete, or amend any section of the proposed Amended and Restated Rules of Procedure, or take no action at all and leave the current Rules of Procedure in effect.

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

RESOLUTION NO. 2022 – XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE FOR CITY COUNCIL PUBLIC MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES

WHEREAS, Section 2.04.040 of the La Quinta Municipal Code and California Government Code Section 54954(a) [Brown Act] require the City Council to adopt rules of procedure to govern the conduct of its meetings and any of its other functions and activities pertaining thereto; and

WHEREAS, due to changes in law, policy and/or practice, the City’s current “Rules of Procedure” are examined and updated periodically; and

WHEREAS, this resolution shall supersede Council Resolution No. 2015-023, adopted on June 2, 2015, establishing the Amended and Restated Rules of Procedure for Council Meetings and Related Functions and Activities.

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

SECTION 1. The Amended and Restated Rules of Procedure for City Council meetings and related functions and activities, attached hereto as “Exhibit A” and incorporated herein by reference, are hereby adopted.

SECTION 2. This Resolution supersedes City Council Resolution No. 2015-023, adopted on June 2, 2015.

SECTION 3. **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 accuracy and consistency of the text.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

EXHIBIT A

**AMENDED AND RESTATED
RULES OF PROCEDURE
FOR COUNCIL MEETINGS
AND RELATED FUNCTIONS AND ACTIVITIES**

PURPOSE

The purpose and intent of the City Council in adopting the within rules shall be to provide directory guidelines relating to the conduct of the public business by or on behalf of the City Council, and in the event of any noncompliance with or violation of any provision herein, such will not be deemed to affect the validity of any action taken, unless otherwise specifically provided by law.

The rules of procedure set herein shall be in addition to the provisions of the Ralph M. Brown Act (Brown Act) [Government Code section 54950 *et seq.*] and all other applicable State ~~government codes~~ law and La Quinta Municipal Code (LQMC) provisions. In the event of a conflict between the rules set by the City Council in this Resolution and State law ~~California Code~~, the provisions in State law ~~of California State Code~~ shall prevail.

APPLICABILITY

Unless otherwise provided by resolution of the City Council, a city authority, or city agency, the rules of procedure outlined below apply to all the following city-established entities ~~including, but not limited to the following~~:

- La Quinta City Council
- La Quinta Housing Authority
- La Quinta Financing Authority
- Successor Agency to the La Quinta Redevelopment Agency
- ~~All City Boards, Commissions, and Committees~~

MEETINGS

1.1 REGULAR MEETINGS:

The City Council of the City of La Quinta shall hold regular meetings in the place specified in the Municipal Code, on the first and third Tuesdays of each month. The open session portion of regular meetings shall begin at 4:00 p.m. The ~~C~~Closed ~~S~~Session portion of regular meetings, if needed, may begin between ~~3~~3:00 p.m. and 4:00 p.m., or may be scheduled any time before meeting adjournment in accordance with a duly noticed agenda. The public hearing portion of the meeting shall be the time set forth in the published public hearing

notice, or if none is required, the time set forth in the posted agenda.

When the day for a regular meeting of the Council falls on a legal holiday, no meeting shall be held on that day; rather, such meeting shall be held at the same hour on the next business day unless otherwise determined by the City Council.

1.2 ADJOURNED MEETINGS:

Any meeting may be adjourned to a time, place, and date certain, but not beyond the next regular meeting. Once adjourned, the meeting may not be reconvened.

1.3 SPECIAL MEETINGS:

Special Meetings may be called by the Mayor or majority of ~~Council~~ members on 24-hour notice, as set forth in Government Code ~~sections 3511.1(d), 36807 and 54956, subdivisions (a), (b), and (c).~~ To avoid a series of communications by a majority of members in contravention to Government Code section 54952.2(b), any member other than the Mayor seeking to call a special meeting shall deliver, individually and separately from other members, a request to call a special meeting, and any matter(s) to be considered therein, to the City Manager and City Clerk. If a request to call a special meeting is received by the City Manager and City Clerk by a majority of members, other than the Mayor, prior to the next regular meeting, the City Manager and City Clerk shall reschedule and call for the special meeting pursuant to the Brown Act and these Rules of Procedure. Only matters contained in the notice may be considered and no ordinances (other than urgency ordinances) may be adopted, nor may matters concerning the salaries, salary schedules, stipend, bonus or compensation paid in the form of fringe benefits, of the City Manager, any Department head, or any employee whose position is held by an employment contract, be acted upon. Notice of special meetings shall be posted in accordance with Section 1.4 below.

1.4 NOTICE OF MEETINGS. POSTING OF AGENDAS:

The City Clerk, or designee, shall post a meeting agenda in the following locations at least 72 hours before each regular meeting of the City Council:

- (1) The public bulletin board located outside the Village Post Office at 51321 Avenida Bermudas;
- (2) The public bulletin board located outside the Stater Bros. Supermarket at 78630 Highway 111;
- (3) The public bulletin board located outside La Quinta City Hall at 78495 Calle Tampico; and
- (4) The City's internet web site.

The City Council finds and determines that all locations are freely accessible to the public and the Council further finds and determines that the City is legally required to post an agenda in only one freely accessible location and on the City's web site. This direction to post in all locations is directory only and not mandatory. Other locations may be added as deemed appropriate. Following posting of said agenda, the City Clerk or designee, shall sign a declaration of the date and place of the posting of the said agenda and shall retain said declaration of posting as a public record as part of the Council meeting record to which the posting relates. The provisions of this section as to place of posting and declaration of posting shall also apply to the special meeting posting requirements pursuant to the Brown Act [Government Code section 54956]. To the extent not required by State law, the provisions hereof are directory only.

1.5 QUORUM:

Unless otherwise provided for in the Municipal Code, a majority of the Council shall be sufficient to do business and motions may be passed 2-1 if only three (3) members attend.

The following matters, however, require three (3) affirmative votes:

- (a) Adoption of resolutions;
- (b) Orders for payment of money;
- (c) Adoption or amendment of a specific or general plan; and
- (d) Any other requirement in applicable State law that requires at least a simple majority vote of the entire legislative body.

If a majority of the Council shall be disqualified to vote on a matter by reason of actual or apparent conflict of interest, the Council shall select by lot or other means of random selection, or by such other impartial and equitable means as the Council shall determine, that requisite number of its disqualified members which, when added to the members eligible to vote, shall constitute a quorum.

1.6 MEETINGS TO BE PUBLIC:

Study Sessions and all regular, adjourned or special meetings of the City Council shall be open to the public, provided, however, the Council may hold closed sessions from which the public may be excluded, which closed sessions shall only be held in accordance with the provisions of the Brown Act.

1.7 MEETING ATTENDANCE VIA TELECONFERENCE WHEN NO STATE OF EMERGENCY HAS BEEN PROCLAIMED BY THE GOVERNOR AND/OR SOCIAL DISTANCING IS IN EFFECT:

(a) The use of teleconferencing for a ~~Council~~ member to attend a City Council meeting is permitted subject to compliance with the provisions of the Brown Act [Government Code Section 54953, as amended].

(b) All provisions of the ~~Ralph M.~~ Brown Act shall apply to the teleconferenced meeting location including agenda posting, public accessibility, Americans with Disabilities Act compliance, opportunity for the public to address Council directly, and availability of agendas.

(c) All votes taken during a teleconferenced meeting shall be by roll call.

(d) So that the City Clerk may comply with the ~~Ralph M.~~ Brown Act, one week advance written notice to the City Clerk must be given by the ~~Council~~ member of the City Council who wishes to attend via teleconference; the notice must include the location name and address, which –must specifically include the room/suite number or other reasonably detailed description, at which the teleconferenced meeting will occur, who is to initiate the telephone call to establish the teleconference connection, and the telephone number of the teleconference location (the telephone number will not be made public). If the teleconference is to be conducted via video/audio teleconference, the City Clerk shall provide and publish a teleconference link that the member must connect to in order to attend the meeting.

(e) The ~~Council~~ member attending by teleconference shall:

- (1) Provide the City Clerk with a photograph showing the agenda posted at the teleconference location, or a written statement that the agenda has been posted, which the City Clerk shall retain with the original agenda packet materials; and
- (2) Identify him~~self~~/herself/themselves and acknowledge whether or not members of the public are in attendance at the teleconference location.

(f) Only one ~~Council~~ member per meeting may attend by teleconferencing.

(g) Each ~~Council~~ member may attend a regular City Council meeting via teleconference a maximum of twice per calendar year.

(h) Upon receipt of notification of intent to attend via teleconference from one ~~Council~~ member, the City Clerk shall forward the notice to ~~all Councilmembers~~ the City Council.

1.8 MEETING ATTENDANCE AND PUBLIC PARTICIPATION VIA

TELECONFERENCE WHEN A STATE OF EMERGENCY HAS BEEN PROCLAIMED BY THE GOVERNOR AND/OR SOCIAL DISTANCING IS IN EFFECT:

During a period when the Governor of California has proclaimed a “state of emergency” or state or local officials have imposed or recommended measures to promote social distancing, and the City Council by majority vote has made the findings in support of modified teleconferencing procedures pursuant to the Brown Act [Government Code section 54953(e)(3), or successor provision if effective on or after January 1, 2024], then Section 1.7 of these Rules of Procedure shall not apply, and the criteria set forth in the Brown Act shall apply to City Council meetings.

1-81.9 CLOSED SESSION MINUTES

Pursuant to the Brown Act [Government Code Section 54957.2]~~of the California Government Code~~, the City Clerk of the City of La Quinta may be required to attend Closed Session of the City Council, and keep and enter in a minute book a record of topics discussed and decisions made at each meeting. Closed Session minutes, if produced, shall not be a public record subject to inspection pursuant to the California Public Records Act [Government Code section 6250 et seq.], and shall be kept confidential pursuant to the Brown Act~~Government Code~~.

2. AGENDA

2.1 ORDER OF BUSINESS:

Except as otherwise provided by law, no action or discussion shall be undertaken on any item not appearing on the posted agenda, except that ~~Council~~members of Council or staff may, on their own initiative or in response to public comments, briefly respond to statements made or questions posed during the public comment period, ask questions for clarification, make a brief announcement, make a brief report on their~~his/her~~ own activities, provide a reference to staff, request staff to report back to the Council at a subsequent meeting, or take action to direct staff to place a matter on a future agenda pursuant to Section 2.9 of these Rules of Procedure, listed below.

The order of business of each meeting shall be as contained in the Agenda prepared by the City Clerk and shall contain the following category headings:

- Call to Order
- Roll Call
- *Public Comments on Matters Not on the Agenda (place before Closed Session)

- Closed Session (may be taken up before, after or during breaks in the open portion of the meeting)
- *Pledge of Allegiance
- *Public Comments on Matters Not on the Agenda
- Confirmation of Agenda
- *Announcements, Presentations, and Written Communications
- Consent Calendar (will include Minutes)
- Business Session
- *Study Session
- *Departmental Reports
- *Reports and Informational Items
- *Mayor and Councilmembers’ Items
- *Public Comment (only needed if there is a Public Hearing(s) on the agenda)
- *Presentations (only needed if there is a late presentation item)
- Public Hearings
- Adjournment

The Presiding Officer may change the order of business to accommodate participants, the City Council, staff, or consultants; expedite the meeting; or meet public hearing notice times.

* These portions of the agenda shall be used for discussion and direction to staff; no formal actions are to be taken.

2.2 DELIVERY OF AGENDA:

Barring insurmountable difficulties, the agenda packet shall ordinarily be delivered to the City Council each Thursday preceding the Tuesday meeting to which it pertains.

The agenda packet shall also be available to the public at the time it is delivered to the City Council.

2.3 ROLL CALL:

Before proceeding with the business of the Council, the City Clerk shall call the roll of the City Council and the names of those present shall be entered in the minutes. The order of roll call shall be alphabetical with the Mayor called last.

2.4 APPROVAL OF MINUTES:

Action minutes shall be prepared after every meeting. Unless requested by a majority of the City Council, minutes ~~of the previous meeting~~ may be approved as a Consent Calendar item without public reading if the City Clerk has

previously furnished ~~each~~ Councilmember with a copy thereof.

2.5 PUBLIC HEARINGS:

Generally, public hearings shall be conducted in the following order:

- Staff presentation of the staff report and related materials
- Questions of Staff by Council
- Public hearing opened by Presiding Officer
- Public testimony
- Public hearing closed by Presiding Officer
- Questions by Council
- Discussion by Council
- Action by Council

Questions or comments from the public shall be limited to the subject under consideration. Depending upon the extent of the agenda, and the number of persons desiring to speak on an issue, the Presiding Officer may, at the beginning of the hearing, limit testimony, but in no event to less than three (3) minutes per individual. Any person may speak for a longer period of time, upon approval of the City Council, when this is deemed necessary in such cases as when a person is speaking as a representative of a group or has graphic or slide presentations requiring more time. Quasi-judicial hearings shall be conducted in accordance with the principles of due process, and the City Attorney shall advise the City Council in this regard.

2.6 PUBLIC COMMENT:

Pursuant to the Brown Act [Government Code section 54954.3], each agenda for a regular meeting shall provide an item entitled "Public Comment". The purpose of such item shall be to provide an opportunity for members of the public to directly address the City Council on items of interest to the public that are within the subject matter jurisdiction of the City Council. In order to assure that the intent of Brown Act Government Code 54954.3 is carried out, three (3) minutes is the amount of time allocated for each individual speaker. At any time, before or after the oral communication is commenced, the Presiding Officer may, if ~~s/he~~ deems ~~it~~ preferable, direct that the communication be made instead either to the City Manager or other appropriate staff member during regular business hours, or in writing for subsequent submittal to Councilmembers.

On items of public comment or discussion, any matter raised by the public which does not specifically appear on the agenda may be added to a future agenda in accordance with Section 2.9 of these Rules of Procedure, listed below. It is hereby determined that such requests or direction by a ~~Council~~member of

Council shall not be considered action taken by the Council on said item raised by the public. Further, Council discussion of the matter shall not be considered action taken.

2.7 CONSENT AGENDA:

Items of routine nature, and non-controversial, shall be placed on the consent agenda. All items may be approved by one blanket motion with majority vote upon unanimous consent. Any ~~Council~~ member of Council may request that any item be withdrawn from the consent agenda for separate consideration.

2.8 MAYOR AND COUNCILMEMBER ITEMS:

~~The Mayor and Council~~ Members of Council shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the Council.

2.9 ADDING ITEMS TO A FUTURE AGENDA:

An item may be placed on a future agenda by any of the following methods:

- (a) Items for discussion only, no action, no staff report – a ~~Council~~ member may request that a matter requiring significant discussion be placed on a future agenda under the “Mayor and Councilmembers’ Items” section of the agenda either during a Council meeting or by contacting the City Manager with the item title and desired meeting date. ~~At the~~ requesting Councilmember’s has the option to, s/he may prepare a short report to be included in the agenda packet provided ~~s/he meets~~ the agenda production deadlines are met.
- (b) Items for discussion and/or vote requiring a staff report - a ~~Council~~ member who wishes to place a matter on a future agenda that requires staff research, analysis and/or report(s) or a vote to commit City resources shall first bring the matter to Council as noted in (a) above and obtain Council consensus to direct staff to move forward and place the item on a future agenda. Council shall not take action on the matter itself.
- (c) By the Mayor, City Manager or City Attorney.

3. PRESIDING OFFICER

3.1 PRESIDING OFFICER:

The Mayor shall be the Presiding Officer at all meetings of the Council. In the

absence of the Mayor, the Mayor Pro Tempore shall preside. In the absence of both the Mayor and the Mayor Pro Tempore, the senior Councilmember shall preside. If there are two Councilmembers with equal seniority, then the one who received the highest number of votes in the election shall be the Presiding Officer.

3.2 MAYOR PRO TEMPORE:

In accordance with Government Code ~~s~~Section 36801, the Council shall choose one of its members as Mayor Pro Tempore at the meeting at which the declaration of the election results for a general municipal election is made. During odd numbered years, the Council shall choose one of its members as Mayor Pro Tempore during a regular meeting in the last calendar quarter of the year. Each selection shall be by three (3) or more affirmative votes, and a failure to achieve such total of affirmative votes, shall be deemed a selection of the incumbent to remain in office. Each person so selected shall serve until a successor is chosen (at any time) by three (3) or more affirmative votes.

3.3 CALL TO ORDER:

The meeting of the City Council shall be called to order by the Presiding Officer.

3.4 PARTICIPATION OF PRESIDING OFFICER:

The Presiding Officer may move, second, and debate from the Chair, subject only to such limitations of debate as are imposed on all ~~Council~~members of the City Council, and he/she/them The Presiding Officer shall not be deprived of any of the rights and privileges of a ~~Council~~member of the City Council by reason of acting as Presiding Officer. However, the Presiding Officer is primarily responsible for the conduct of the meeting. If ~~s/he~~ the Presiding Officer desires to personally engage in extended debate on questions before the Council, ~~s/hethe~~ the Presiding Officer should consider turning the Chair over to the Mayor Pro Tempore.

3.5 QUESTION TO BE STATED:

The Presiding Officer shall verbally restate each question immediately prior to calling for the vote. Following the vote, either the Presiding Officer or the City Clerk shall verbally announce the result in accordance with Section 7.1 below. The Presiding Officer may publicly state the effect of the vote for the benefit of the audience before proceeding to the next item of business.

3.6 SIGNING OF ORDINANCES AND RESOLUTIONS:

The Presiding Officer shall sign ordinances and resolutions adopted by the City

Council. The City Clerk, or Deputy City Clerk, shall attest to the signature of the Presiding Officer.

3.7 MAINTENANCE OF ORDER:

The Presiding Officer is responsible for the maintenance of order and decorum at all times. No person is allowed to speak who has not first been recognized by the Presiding Officer. All questions and remarks shall be addressed to the Presiding Officer.

3.8 CITY CLERK POSITION:

In accordance with Government Code Section 36804, if the City Clerk is absent, the Deputy City Clerk shall act. If there is none, the Presiding Officer shall appoint ~~one of the Councilmembers~~ a City staff member to act as City Clerk Pro Tempore.

4. RULES, DECORUM, AND ORDER

4.1 POINTS OF ORDER:

The Presiding Officer, with the advice of the City Manager and City Attorney, shall determine all Points of Order, which shall generally be governed by Robert's Rules of Order, if not otherwise governed by these Rules of Procedure. The Presiding Officer's ruling shall be subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" in which event a majority vote shall govern and conclusively determine such question of order.

4.2 DECORUM AND ORDER - COUNCIL MEMBERS:

(a) Any ~~Council~~ member desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, shall confine ~~him/herself~~ to the question under debate.

(b) A ~~Council~~ member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer; unless a Point of Order is raised by another ~~Council~~ member; or unless the speaker chooses to yield to questions from another ~~Council~~ member.

(c) Any ~~Council~~ member called to order while ~~s/he is~~ speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, ~~s/the~~ member shall be permitted to proceed. If ruled to be not in order, ~~s/he~~ the member shall remain silent or shall alter his/her/their remarks so as to comply with rules of the Council.

(d) ~~Council~~M~~Members~~ shall accord the utmost courtesy to each other, to city employees, and to the public appearing before the Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

(e) Any ~~Council~~member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Council shall require the Presiding Officer to so act.

(f) Except where specifically authorized by City Council action or for purely ceremonial purposes, no ~~Council~~member of the City Council attending a City board, commission, or committee meeting shall make any statement or give the appearance or indicate in any way that ~~s/he/she/they~~- is representing the City. When making a comment at such a meeting, the ~~Council~~member should make it clear that ~~s/he/she/they~~ is speaking solely as an individual. Unless officially appointed to participate on a committee, ~~Council~~members should make an effort not to insert themselves into or take positions on matters which will or are likely to be the subject of public hearings or will be decided upon by the City Council after considering the entire issue.

4.3 DECORUM AND ORDER - EMPLOYEES:

City ~~E~~mployees and ~~C~~ontractors shall observe the same rules of procedure and decorum applicable to members of the Council. The City Manager shall ensure that all City employees observe such decorum. Any staff members, including the City Manager, desiring to address the Council or members of the public shall first be recognized by the Presiding Officer. All remarks shall be addressed to the Presiding Officer and not to any one individual ~~Councilmember~~ ~~or~~-member of Council or the public.

4.4 DECORUM AND ORDER - PUBLIC:

Members of the public attending Council meetings shall observe the same rules of order and decorum applicable to the Council. Any person making impertinent and slanderous remarks or who becomes boisterous while addressing the Council or while attending the Council meeting shall be removed from the room if the sergeant-of-arms is so directed by the Presiding Officer, and such person may be barred from further audience before the Council. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Presiding Officer, who may direct the sergeant-of-arms to remove such offenders from the room. Aggravated cases shall be prosecuted on appropriate complaint signed by the Presiding Officer.

4.5 ENFORCEMENT OF DECORUM:

The head of the City's police agency or designee shall be ex-officio sergeant-of-arms of the Council. ~~S/~~The sergeant-of-arms shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum during a public meeting~~in the Council Chambers~~. Upon instructions from the Presiding Officer, it shall be the duty of the sergeant-of-arms or his/her/their representative to eject any person from the Council Chambers or place him/her~~any person~~ under arrest or both.

As set forth in the Brown Act [Government Code ~~S~~section 54957.9], in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Council may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

4.6 PERSONAL PRIVILEGE:

The right of a member to interrupt a meeting and address the Council on a question of personal privilege shall be limited to cases in which his/her/their integrity, character, or motives are assailed, questioned, or impugned.

4.7 CONFLICT OF INTEREST:

All ~~Council~~members of the City Council are subject to the provisions of California State Law, such as Chapter 7, Title 9, of the California Government Code, relative to conflicts of interest, and to conflicts of interest codes adopted by the Council. Any ~~Council~~member disqualified from voting because of a conflict of interest shall do all of the following:

- (1) Publicly identify the financial interest in detail sufficient to be understood by the public;
- (2) Recuse himself/herself/themselves from discussing and voting on the matter; and
- (3) Leave the dais until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the Consent Calendar.

Any ~~Council~~member disqualified from voting due to a conflict of interest may

Speak on the issue during the time that the general public speaks on the issue from the public podium [Government Code section 87105(a)]. The member shall be marked absent from the vote for the item on the minutes, unless the item is on the Consent Calendar, in which case, the member will be marked as having abstained.

4.8 LIMITATION OF DEBATE:

Any members should speak only once upon any one subject until every other member choosing to speak thereon has spoken. No member shall speak for a longer time than five (5) minutes each time s/the member has the floor, without approval of a majority vote of the Council.

4.9 DISSENTS AND PROTESTS:

Any member shall have the right to express dissent from or protest to any action of the Council and have the reason entered in the minutes. If such dissent or protest is desired to be entered in the minutes, this should be made clear by language such as, "I would like the minutes to show that I am opposed to this action for the following reason . . ."

4.10 PROCEDURES IN ABSENCE OF RULES:

In the absence of a rule herein to govern a point or procedure, Robert's Rules of Order, Newly Revised, shall be used as a guide.

4.11 RULINGS OF PRESIDING OFFICER FINAL UNLESS OVERRULED:

In presiding over Council meetings, the Presiding Officer shall decide all questions of interpretation of these rules, points of order or other questions of procedure requiring rulings. Any such decision or ruling shall be final unless overridden or suspended by a majority vote of the ~~Council~~members of the City Council present and voting.

5. ADDRESSING THE COUNCIL

5.1 MANNER OF ADDRESSING THE COUNCIL:

Any member of the public desiring to address the Council ("public speaker") shall proceed to the podium and wait to be recognized by the Presiding Officer. After being recognized, s/the public speaker shall state his/her/their name and/or the party s/he/she/they is/are representing (unless otherwise determined by the city attorney to be unnecessary), the subject s/the public speaker wishes to discuss, and city of residence.

All remarks and questions shall be addressed to the Presiding Officer and not to any individual ~~Council~~member of the City Council, staff member, or other person. The Presiding Officer shall be addressed at all times as Madam/Mister [title], e.g. Madam Mayor, Mr. Mayor Pro Tem. ~~Council~~Members of the City Council shall be addressed as Councilmember [last name]. The Council as a body shall be addressed: Madam/Mister Mayor and Members of the City Council.

The Presiding Officer shall not permit any communication, oral or written, to be made or read where it is not within the subject matter jurisdiction of the City Council. During a public hearing, all remarks shall be limited to the subject under consideration. No person shall enter into any discussion without being recognized by the Presiding Officer.

5.2 TIME LIMITATION:

For time limitation applicable to public hearings and public comment, see Sections 2.5 and 2.6.

5.3 ADDRESSING THE COUNCIL AFTER MOTION IS MADE:

After a motion has been made, or after a public hearing has been closed, no member of the public shall address the Council without first securing permission by a majority vote of the Council.

5.4 PERSONS AUTHORIZED TO BE WITHIN PLATFORM:

No person except City Officials shall be permitted behind the City Council dais without permission or consent of the Presiding Officer.

6. MOTIONS

6.1 PROCESSING OF MOTIONS:

When a motion is made and seconded, it shall be stated by the Presiding Officer before debate. A motion so stated shall not be withdrawn by the mover without the consent of the person seconding it.

6.2 MOTIONS OUT OF ORDER:

The Presiding Officer may at any time, by majority consent of the Council, permit a ~~Council~~member to introduce an ordinance, resolution, or motion out of the regular agenda order.

6.3 DIVISION OF QUESTION:

If the question contains two or more divisional propositions, the Presiding Officer may, and upon request of a member shall (unless appealed), divide the same.

6.4 PROCEDURE OF MOTIONS:

When a motion is before the Council, no motion shall be entertained except the following, which shall have precedence in the following order:

- (a) Adjourn
- (b) Fix hour of adjournment
- (c) Table
- (d) Limit or terminate discussion
- (e) Amend
- (f) Postpone

6.5 MOTION TO ADJOURN: (not debatable)

A motion to adjourn shall be in order at any time, except as follows:

- (a) When repeated without intervening business or discussion.
- (b) When made as an interruption of a member while speaking.
- (c) When discussion has been ended, and vote on motion is pending.
- (d) While a vote is being taken.

6.6 MOTION TO FIX HOUR OF ADJOURNMENT:

Such a motion shall be to set a definite time at which to adjourn and shall be debatable and shall be amendable by unanimous vote.

6.7 MOTION TO TABLE:

A motion to table shall be used to temporarily by-pass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next regular meeting.

6.8 MOTION TO LIMIT OR TERMINATE DISCUSSION:

Such a motion shall be used to limit or close debate on, or further amendment to, the main motion and shall be undebatable. If the motion fails, debate shall be reopened; if the motion passes, a vote shall be taken on the main motion.

6.9 MOTION TO AMEND:

A motion to amend shall be discussed only as to the amendment. A motion to

amend an amendment is possible but no additional motions to further amendments may be made. Any amendment shall relate to the original motion and not introduce a different matter. Amendments shall be voted first, then the main motion as amended. Alternatively, the original maker of the main motion may agree to revise the original motion and if the second agrees to second the revised motion, the Council may vote on the main motion as revised.

VOTING PROCEDURE

7.1 VOTING PROCEDURE:

In acting upon every motion, the vote shall be taken by electronic voting and the Presiding Officer or the City Clerk shall verbally announce:

- (1) Whether the question carried or was defeated;
- (2) The vote tally; and
- (3) The vote of each Member.

In the event the electronic voting machine is not functioning, the vote shall be taken by roll call. The vote on each motion shall then be entered in full upon the record. The order of voting shall be alphabetical with the Mayor voting last. The City Clerk shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond 'aye', 'no' or 'abstain'.

Every ordinance and resolution, orders for franchises or payments of money, or adoption or amendment of a specific or general plan require three (3) affirmative votes. Any member may change his/her/their vote before the next order of business.

7.2 ABSTENTIONS AND FAILURE TO VOTE:

A ~~Council~~ member who abstains due to reasons of conflict shall, for purpose of the item under consideration, be considered as if absent.

A ~~Council~~ member abstaining for reasons other than conflict shall be counted as present for purposes of a quorum and such abstentions are counted with the majority.

A ~~Council~~ member who leaves the dais solely to avoid participating in a specific item shall, in absence of a conflict, be counted as if they were present but abstaining, and such abstentions are also counted with the majority as noted above.

7.3 RECONSIDERATION:

Any ~~Council~~ member who voted with the majority may move a reconsideration of any action at the same meeting or, within seven (7) calendar days, request in writing to the City Manager or City Clerk that it be agendized for consideration at the following meeting. If the ~~seventh-7th~~ calendar day falls on a holiday, then the deadline shall be the next business day. In the event that the subject of the reconsideration is a motion that failed as the result of a tie vote, any ~~Council~~ member who voted against the earlier motion may move for reconsideration within the same seven (7) calendar day period. If the motion to reconsider passes, then the original item may be reconsidered at that time or agendized for the next meeting that meets any applicable noticing requirements. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Council.

7.4 TIE VOTES:

Tie votes shall be lost motions unless an additional motion is made which obtains a majority vote to break the tie. When all ~~Council~~ members of the Council are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal. If a tie vote results at a time when less than all members of the Council are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Council, unless otherwise ordered by the Council. Notwithstanding the above, if a tie vote results at a time when one or more ~~Council~~ member(s) are abstaining for reasons other than conflict of interest then, in that instance, the abstention vote shall be counted in favor of the motion thereby breaking the tie vote.

8. RESOLUTIONS

8.1 DEFINITIONS:

As a rule of thumb, it can be said that legislative acts of the City Council (usually a rule of public conduct for long-term application) are taken by ordinance, whereas more routine business and administrative matters (usually more temporary and transitory in nature) are accomplished by "the adoption of resolutions". The term "resolution" in its general sense will denote any action taken affirmatively via a vote of the Council, other than one taken by ordinance.

As used in this City, however, two (2) terms are in general use to denote such (non-ordinance) actions: "resolution" and "motion" (thereafter recorded by minute entry). ~~Technically, b~~Both actions are equally ~~as~~ legally effective and binding. ~~;~~ they just vary in the formality of respective memorialization. The most formal is referred to locally as a "resolution".

Generally, the form of a "resolution" This is a written document with a clearly

~~identifiable an uniform, format, memorializing the action taken by Council, which is, in addition to being referenced in the minutes, will be recorded by a separate document,~~ numbered in sequence according to year adopted, and preserved in a separate set of books; this separate document is in addition to being recorded by an item entry in the minutes of the meeting at which it was accomplished. Such ~~“Resolutions”~~ are used in this City for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional ~~“whereas”~~ explanatory material it often recites) to facilitate such future reference and research.

~~AA~~ “motion” or “minute order,” as used locally denotes a Council action which is recorded simply by an item entry in the minutes of the meeting at which it was accomplished, without the formality of and no separate document ~~is made~~ to memorialize it, unless it is a motion to adopt an ordinance or resolution.

8.2 RESOLUTIONS PREPARED IN ADVANCE:

Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Section 7.1 above, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it. Any member may require that the resolution be read in full.

8.3 RESOLUTIONS NOT PREPARED IN ADVANCE:

Where a resolution has not been prepared in advance, the procedure shall be to instruct the City Manager or the City Attorney to prepare a resolution for presentation at the next Council meeting.

8.4 URGENCY RESOLUTIONS:

In matters of urgency, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Section 8.2 above shall be followed.

ORDINANCES

9.1 INTRODUCTION AND ADOPTION OF ORDINANCES:

Ordinances shall not be passed within five (5) days of their introduction, nor at other than a regular meeting or at an adjourned regular meeting [Government Code section 36934]. However, an urgency ordinance may be passed

immediately upon introduction and either at a regular or special meeting. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration. Corrections of typographical or clerical errors are not alterations within the meaning of this section.

9.2 EFFECTIVE DATE:

Except as provided otherwise by law, all ordinances shall take effect 30 days after their final passage [\[Government Code section 36937\]](#) but may be made operative at such later date as may be designated in the ordinance.

9.3 PUBLISHING:

It shall be the duty of the City Clerk to post or publish all ordinances in accordance with Section 36933 of the Government Code within 15 days after adoption.

10. POLITICAL ACTIVITIES

~~Councilmembers~~Incumbents shall not use, or attempt to use, their position, office or authority to influence, aid or obstruct any City employee from securing any position, nomination, confirmation or promotion, or change in compensation or position in the City upon consideration or condition that the vote or political influence or action of such person or another shall be given or used in behalf of, or withheld from, any candidate, officer, or party, or upon any other corrupt condition or consideration. This prohibition shall apply to urging or discouraging the individual employee's action.

~~A Councilmember~~Incumbents or candidates shall not, directly or indirectly, solicit political funds or contributions, knowingly, from other officers or employees of the local agency or from persons on an employment list of the City, with the knowledge that the person from whom the contribution is solicited is an officer or employee of the City. This section shall not prohibit the ~~Council~~member from requesting political contributions from officers or employees of the City if the solicitation is part of a solicitation made to a significant segment of the public, which may include officers or employees of the City.

~~No Councilmember~~Incumbents or candidates shall not engage in political activity during working hours in City offices or work areas where such activity would disrupt the workplace. For purposes of this section, City offices, or work areas includes the areas behind the public counters but excludes the Council Chamber and offices of the City Council.

11. AUTHORITY TO BIND THE CITY

No member of the City Council, officer, official, employee, agent or consultant of the City, without the majority vote of the Council, or unless otherwise provided in these Rules of Procedure or by resolution of the Council, shall have any power or authority to bind the City by any contract, to pledge its credits, or to render it liable for any purpose in any amount.

12. EXECUTION OF CONTRACTS, DEEDS, AND OTHER DOCUMENTS

Except as otherwise authorized by resolution of the City Council, either the Mayor or City Manager, or in the absence of both, such person as the City Manager may designate in writing pursuant to [La Quinta](#) Municipal Code sections 2.08.050 and 2.08.060, shall sign all contracts, deeds and other written instruments on behalf of the City when such have been approved by the City Council. The City Clerk shall attest to the signature of the signer, unless attestation is not required.

13. RULES DIRECTORY

To the extent not required by State laws, these ~~R~~rules of ~~p~~Procedure shall be considered directory only; and compliance herewith shall not be considered mandatory or jurisdictional.

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: DISCUSS SHORT-TERM VACATION RENTAL PROGRAM CHARACTERISTICS, COMPLIANCE, AND ENFORCEMENT OVERVIEW FOR 2021 AND FIRST HALF OF 2022 CALENDAR YEARS; AND POTENTIAL FISCAL AND ECONOMIC IMPACTS OF THE INITIATIVE MEASURE ENTITLED "PHASE-OUT AND PERMANENT BAN OF NON-HOSTED SHORT-TERM VACATION RENTALS IN NON-EXEMPT AREAS OF THE CITY OF LA QUINTA," BY DECEMBER 31, 2024, TO THE CITY'S OPERATIONS AND BUDGET PROJECTIONS

RECOMMENDATION

Discuss the Short-Term Vacation Rental program characteristics, compliance, and enforcement overview for 2021 and first half of 2022 calendar years; and potential fiscal and economic impacts of the initiative measure entitled "Phase-Out and Permanent Ban of Non-Hosted Short-Term Vacation Rentals in Non-Exempt Areas of the City of La Quinta," by December 31, 2024, to the City's operations and budget projections.

EXECUTIVE SUMMARY

- On May 20, 2021, Section 3.25.055 of the La Quinta Municipal Code (LQMC) established a permanent ban on the issuance of new short-term vacation rental (STVR) permits in residential areas (Permit Ban), unless the property is located within an "exempt" area depicted on the map in Attachment 1.
- New permits have not been issued outside of exempt areas since August 4, 2020; existing permit-holders in Permit Ban areas may renew permits, but permits cannot be transferred.
- Since January 2021 the number of permits and STVR density in Permit Ban areas has declined by 23.63% due to the Permit Ban combined with attrition related to home sales and non-renewals.
- Included are projections of anticipated fiscal impacts to the City's operations and budget stemming from the initiative measure proposing to phase-out and permanently ban of non-hosted STVRs, as defined, in non-exempt areas of the City (Initiative), by December 31, 2024.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

The City imposed a moratorium on the issuance of new STVR permits on August 4, 2020, via Executive Order No. 10, and extended it in succeeding amendments. Section 3.25.055 of the LQMC established a permanent Permit Ban on the issuance of new STVR permits in residential areas (Permit Ban areas) effective May 20, 2021. Permit-holders may renew existing permits, but permits cannot be transferred.

The issuance of new STVR permits is banned in Permit Ban areas, and no new permits have been issued since August 4, 2020. New permits continue to be issued in a few select “Exempt Areas” zoned for tourist commercial, village commercial, and communities expressly developed to allow STVRs, as depicted on the map in Attachment 1.

In 2021, the City began reporting enhanced analytics related to the STVR program. Below is a summary report of the STVR program for the 1st half of 2022 (January – June) and a comparison to 2022 calendar year, including characteristics, compliance, and enforcement.

The City’s STVR program consisted of 1,167 active permits as of June 2022.

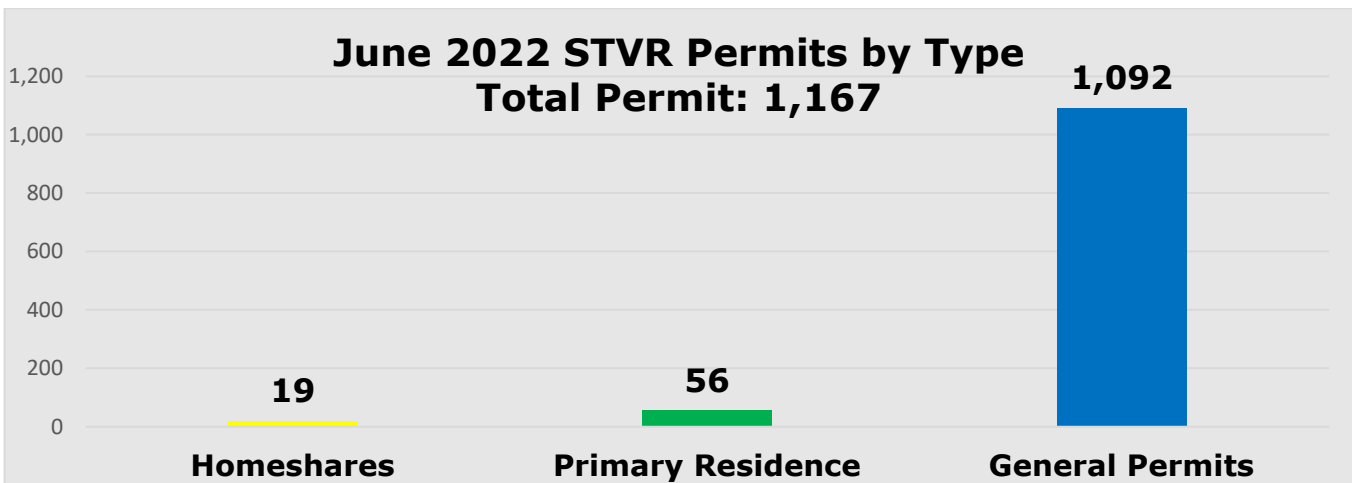


Figure 1

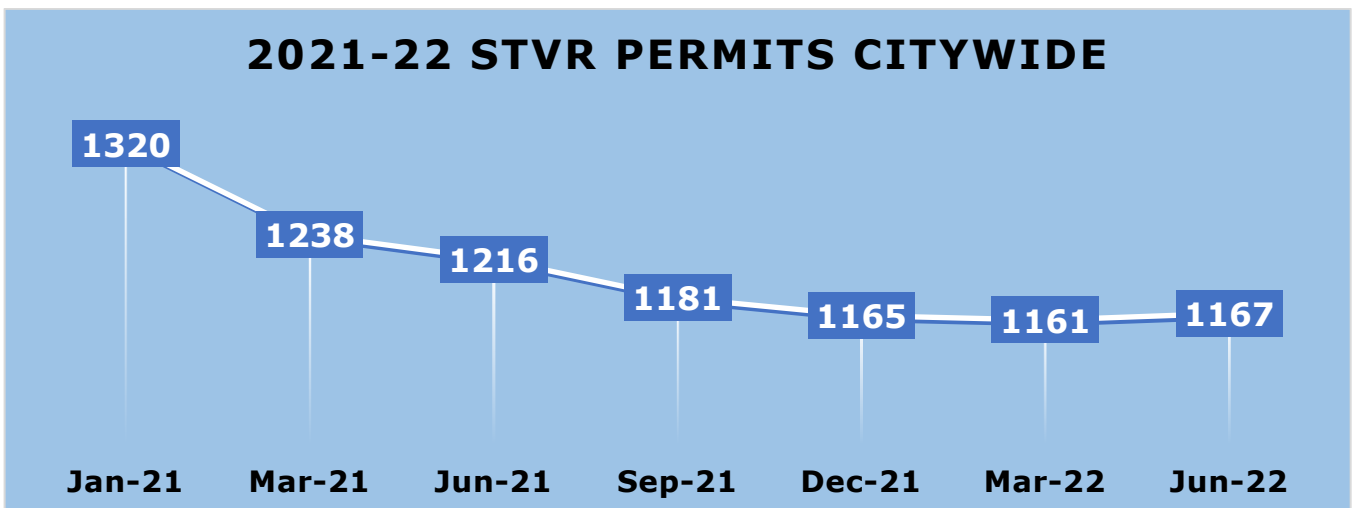


Figure 2

Table 1 below lists the number of STVR permits for each area along with the total number of approved parcels for calendar year 2021 and first half of 2022 and shows a decline of 245 STVR permits in Permit Ban areas due to permit attrition related to home sales and non-renewals, and an increase of 98 STVR permits in Exempt Areas.

2021 - 2022 STVR PERMITS BY AREA CITYWIDE - COMPARISON								
	JAN-21	MAR-21	JUN-21	SEP-21	DEC-21	MAR-22	JUN-22	Developed Parcels
North La Quinta	137	124	115	112	112	110	110	2,572
Mid La Quinta	140	132	127	121	118	109	97	1,023
The Cove	292	276	263	258	252	246	245	4,711
South La Quinta (PGA West)	468	438	407	375	354	348	340	3,040
Permit Ban Area Totals	1,037	970	912	866	836	813	792	11,346
STVR Exempt Areas	269	276	297	309	321	340	367	911
HOA Restricted Legacy Permits	14	11	7	6	8	8	8	9,618
Citywide Totals	1,320	1,257	1,216	1,181	1,165	1,161	1,167	21,875

Table 1

Within the residential Permit Ban areas, as of June 2022, active STVR permits have collectively declined 23.63% (from 1,037 to 792) since January 2021:

Permit Ban Area	Permits	Density	% Change since Jan '21
North La Quinta	110	4.3%	-19.71%
Mid La Quinta	97	9.5%	-30.71%
The Cove	245	5.2%	-16.10%
South La Quinta (PGA West)	340	11.2%	-27.35%
Totals	792	7.2%	-23.63%

Figure 3 below depicts the number of STVR permits, on a quarterly basis, within each Permit Ban area for 2021 and 1st half of 2022.

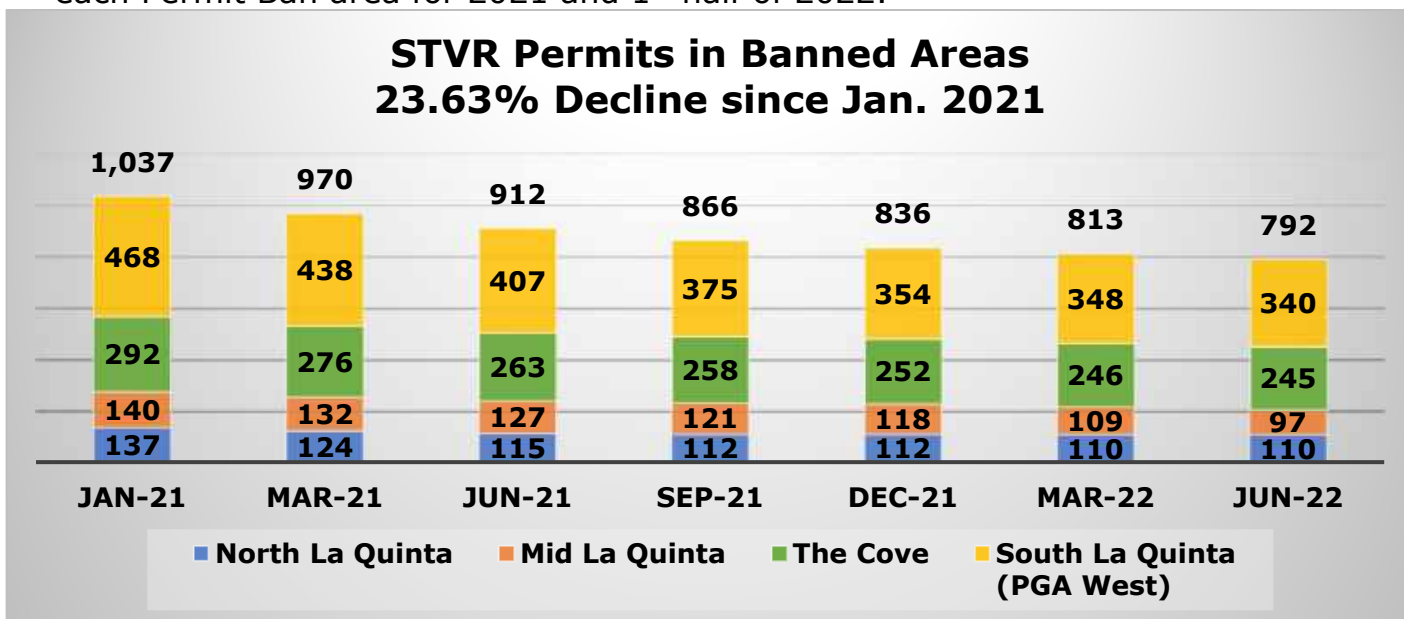


Figure 3

STVR density is calculated as a percentage by dividing the number of STVR permits by the number of developed parcels within each area, as listed in Table 1 above. Figure 4 below shows that density in residential Permit Ban areas collectively decreased from 9.14% to 6.98% between January 2021 and June 2022:

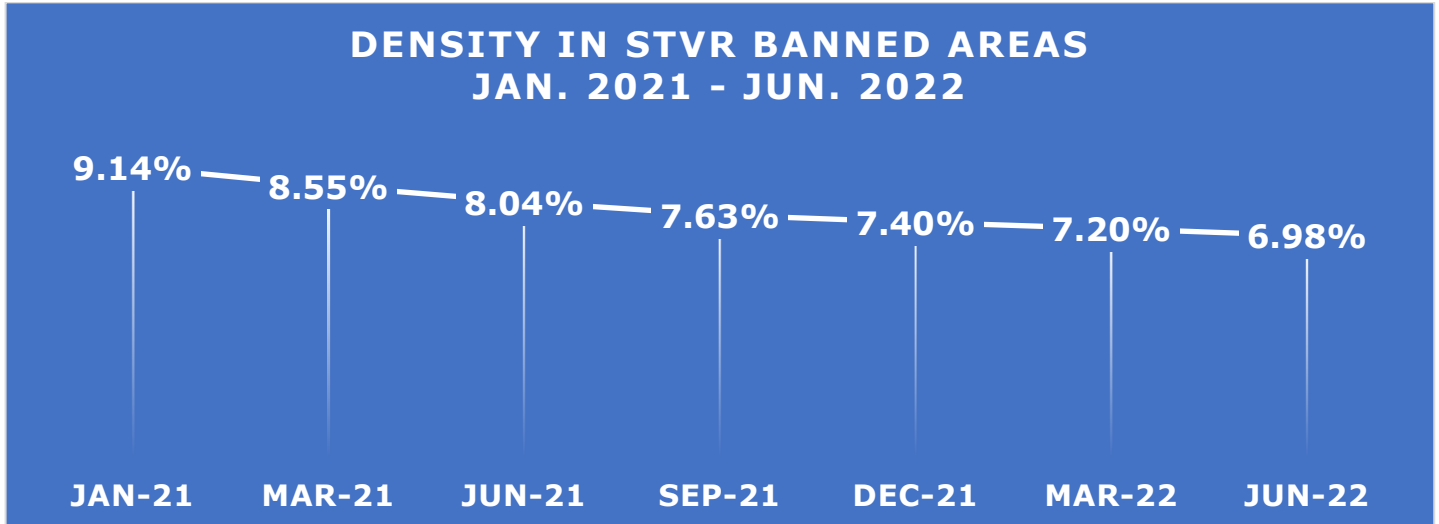


Figure 4

Figure 5 further depicts the gradual density changes for each residential Permit Ban area from January 2021 through June 2022:

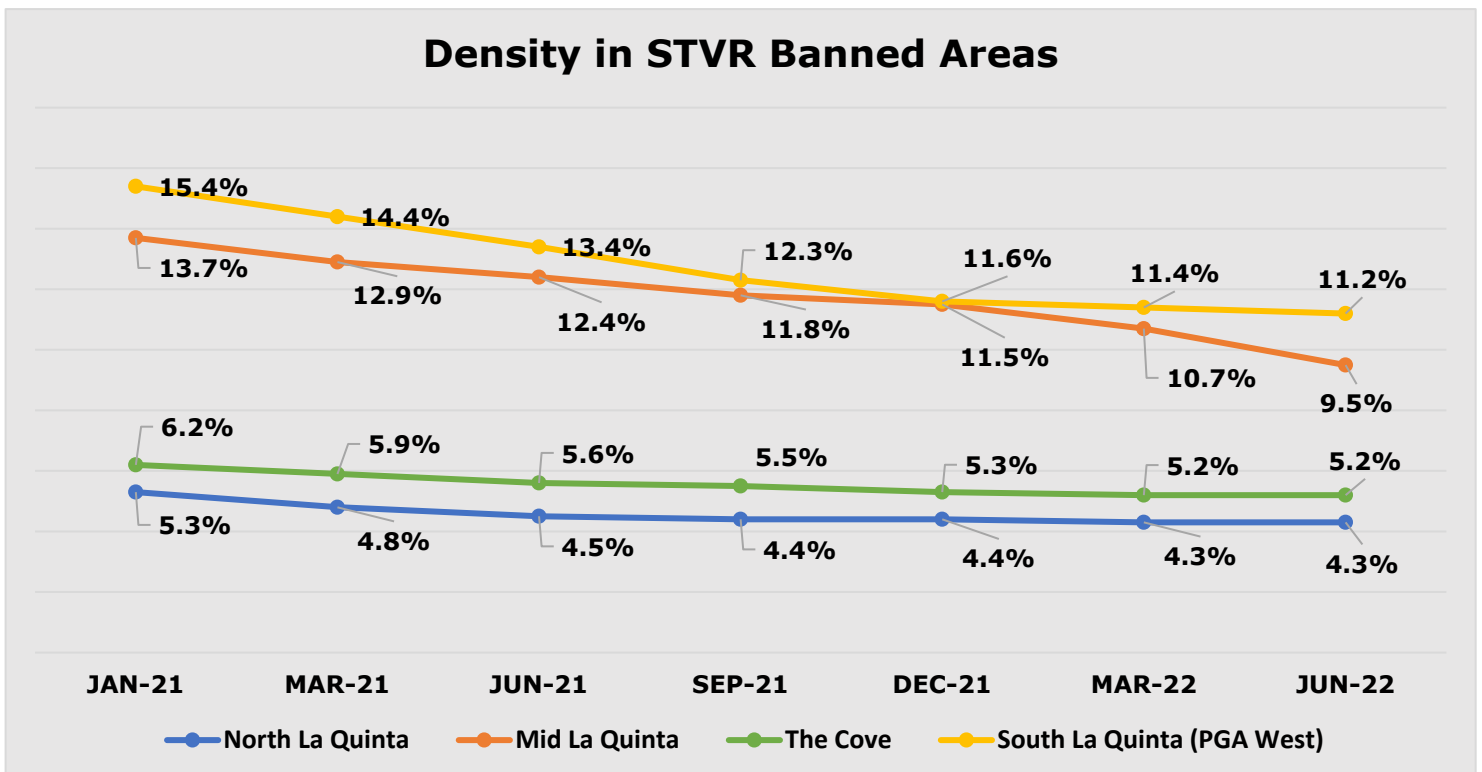


Figure 5

STVR Program Compliance Overview

The City’s STVR program consists of several interdependent activities such as permitting, licensing, tax collection, and compliance. This section focuses on specific compliance functions, which include managing complaints, conducting investigations, and enforcement (violations, citations, and suspensions).

Figure 6 below depicts citywide STVR complaints for the 1st half of 2022 categorized by **permitted vs. unpermitted** properties. Of note:

- Complaints to **unpermitted** STVR properties increased during the festivals period (March-May 2022) being the relative majority at 66%.

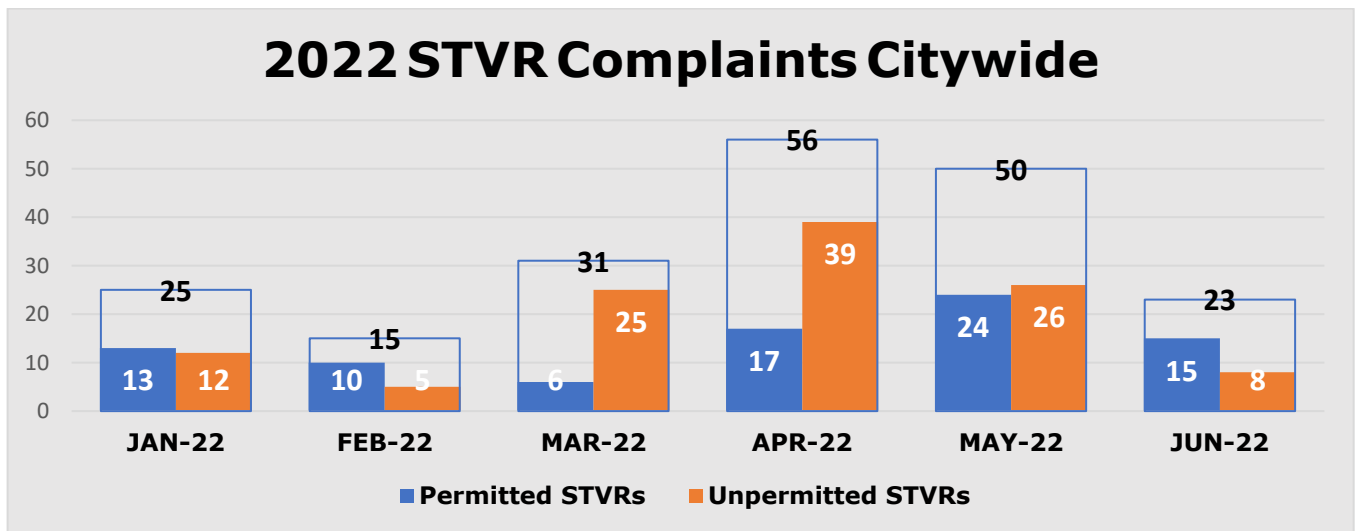


Figure 6

Figures 7 below depicts a quarterly comparison of citywide STVR complaints for 2021 and 2022 showing a decline of complaints of 78% in Q-1 and a 63% decline in Q-2.

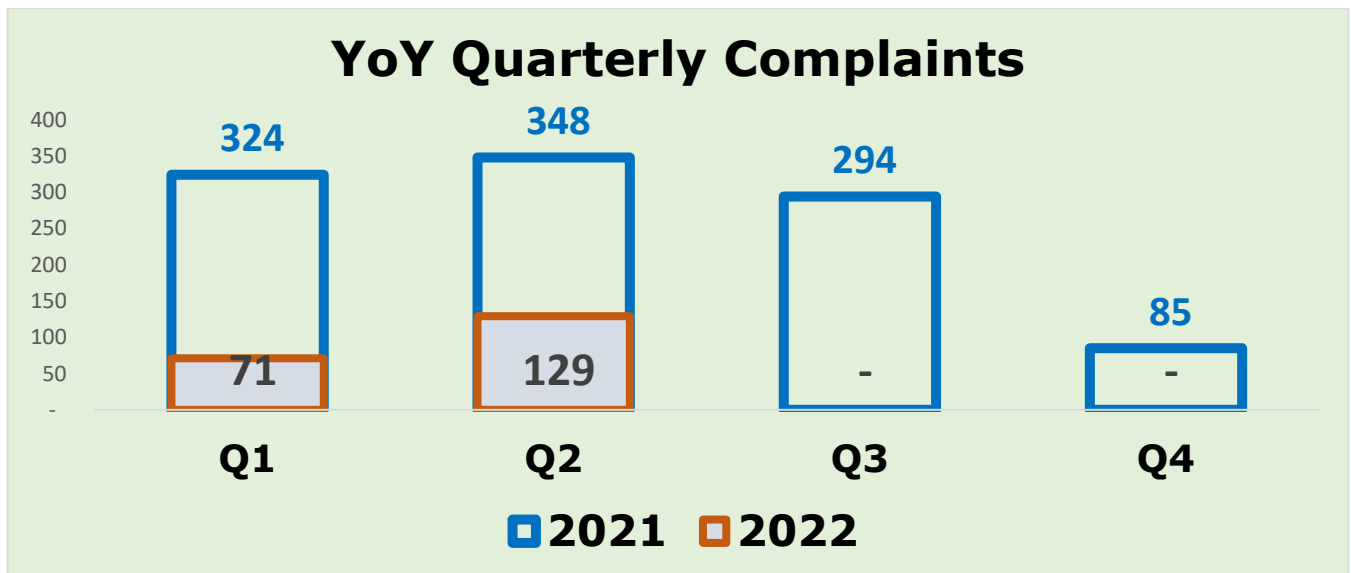


Figure 7

Figure 8 depicts citywide STVR complaints for each area:

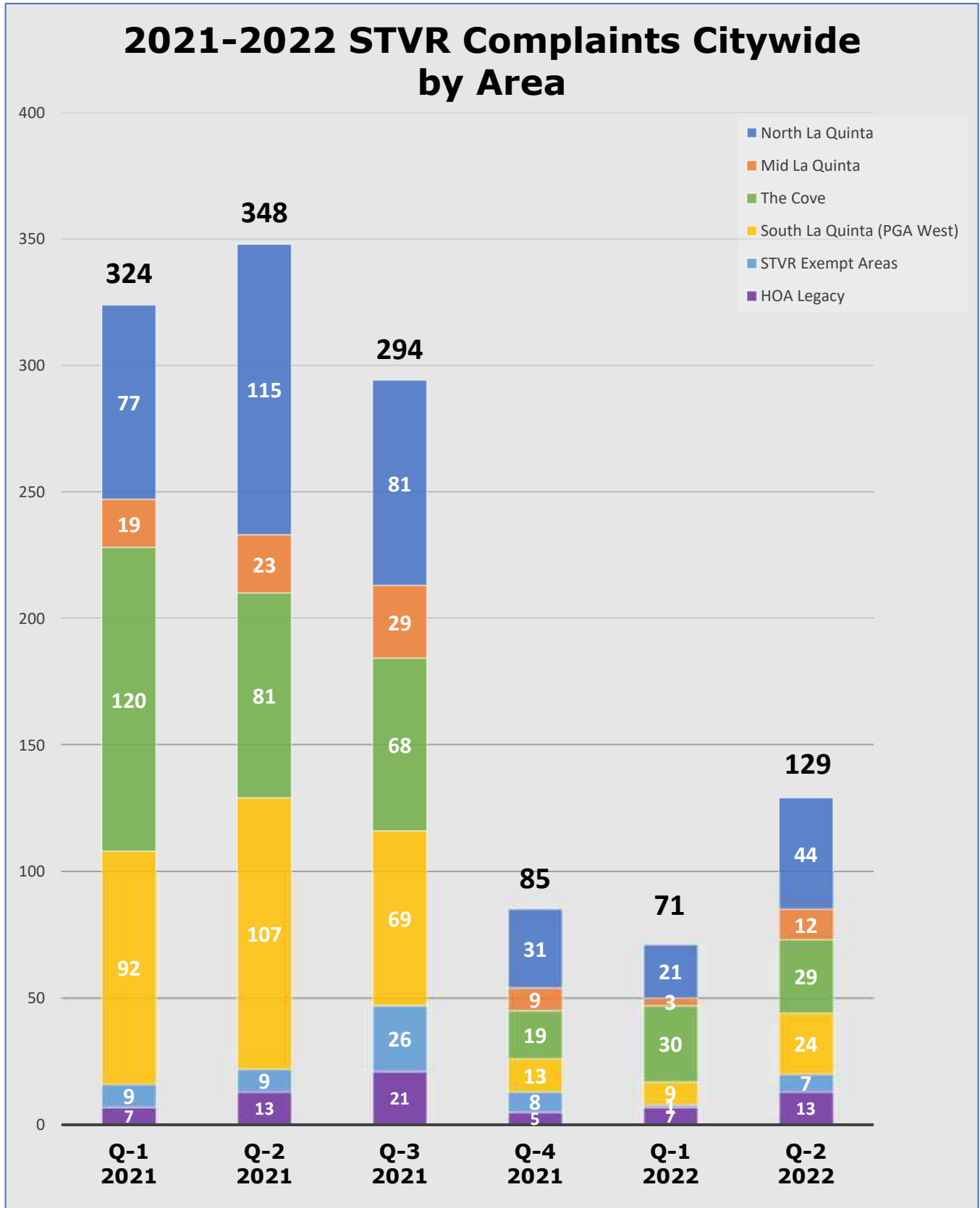


Figure 8

Enforcement

On January 15, 2021, the City implemented several code changes to enhance the STVR program’s compliance tools and increase fines. Subsequently, overall compliance has increased while disturbance complaints have decreased.

Figure 9 below depicts quarterly STVR-related citations for 2021 and 2022. Of note:

- Similar to the complaints trend, the relative majority of citations during the festivals period (March-May 2022) were issued to **unpermitted** STVR properties at 76%.

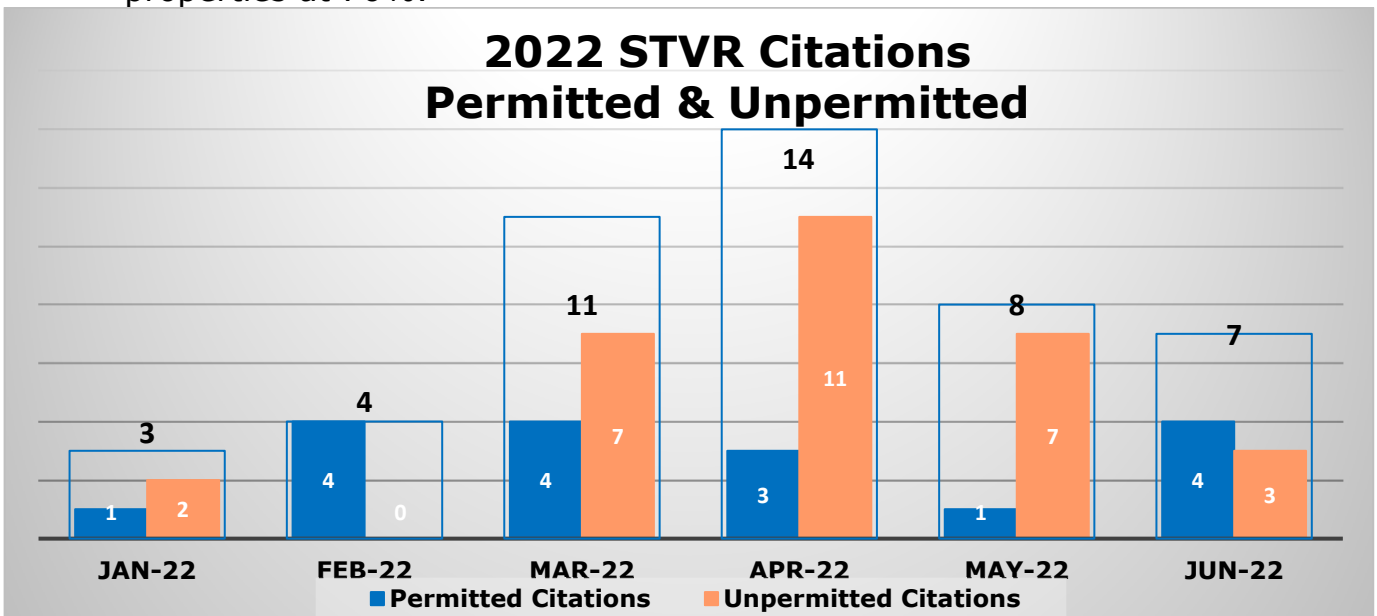


Figure 9

Figure 10 below depicts a quarterly comparison of citywide STVR citations for 2021 and 1st half of 2022 showing a decline of citations of 81% in Q-1 and a 66% decline in Q-2. Overall citywide citations for STVR permitted properties has remained low in the last three (3) quarters.

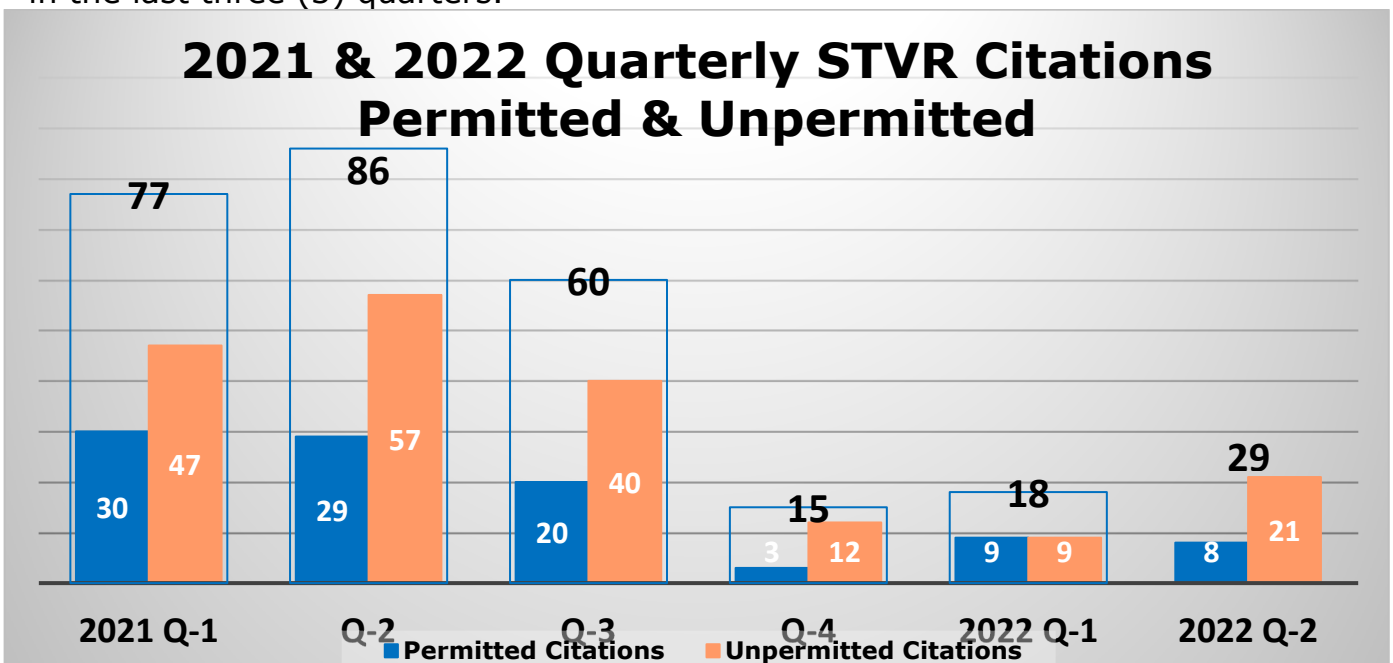


Figure 10

STVR compliance activities are separated into one of two categories:

Disturbance – the majority of disturbance compliance activities are due to noise, generally caused by large events or gatherings, children running/screaming/laughing, popping balloons, construction, slamming doors, etc. Other complaints include excessive parking, bright lights, trash, unsecured pool access, unmaintained yard, etc.

Administrative – the overwhelming majority of administrative compliance matters are related to operating/advertising without a STVR permit or business license, or failure to display STVR permit on listings. Others include incorrect or missing occupancy limit advertised on listings; failure to report/remit transient occupancy tax, etc.

- 55% of all citations in the 1st half of 2022 were issued for administrative matters, as depicted in Figure 11 below (primarily for operating/advertising without a STVR permit or business license, or failure to display STVR permit on listings).

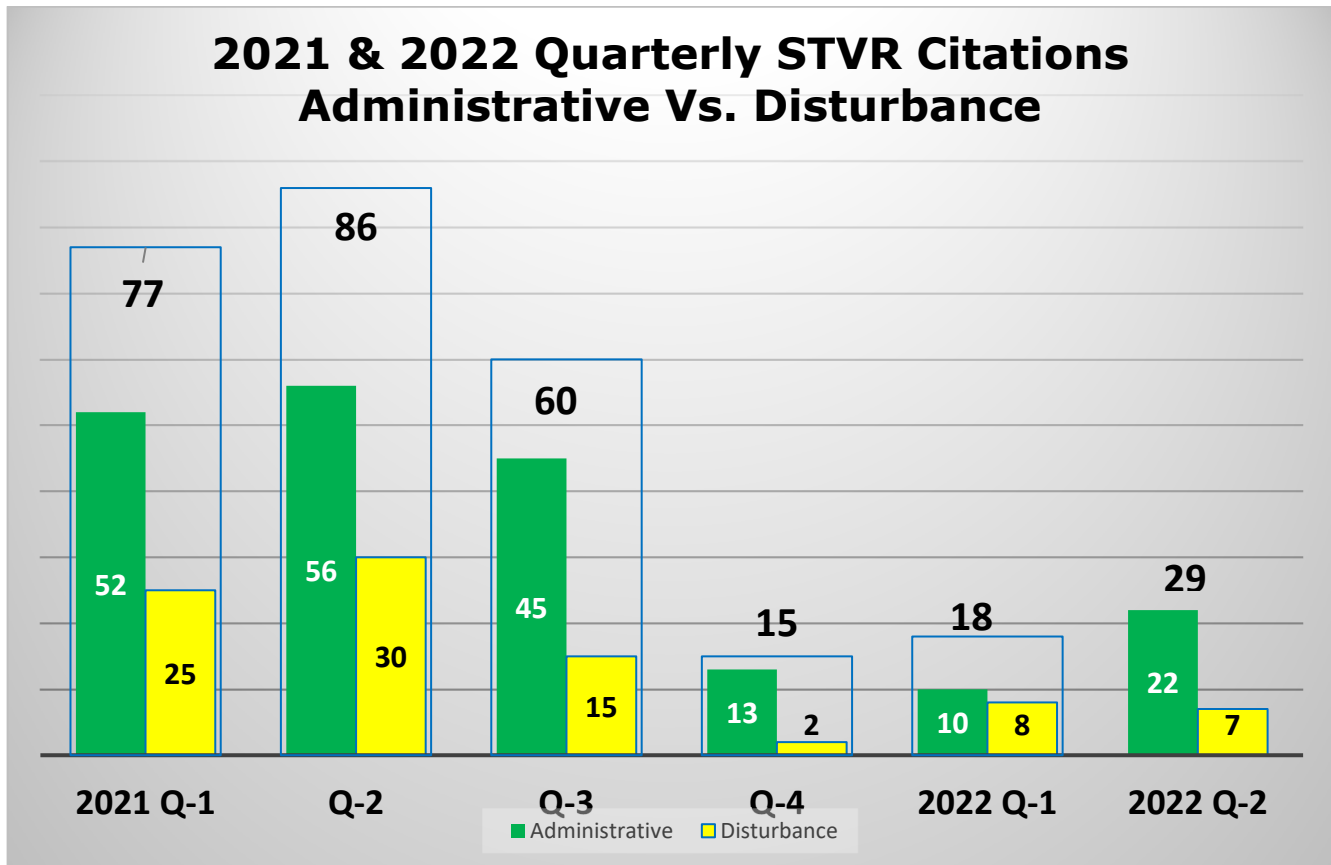


Figure 11

Taxes, Fees, and STVR Program Costs

Table 2 provides an overview of annual STVR program revenues for calendar years 2019, 2020, 2021, and 1st half of 2022. Of note:

- Despite declining STVR permits, Transient Occupancy Tax (TOT) revenues increased in 2021 and continue to increase in the 1st half of 2022.
- In 2021 and 1st half of 2022, Permit Ban areas generate approximately 80% of STVR TOT revenues; and Exempt areas generate approximately 20% of STVR TOT revenues.
- Permit/licensing fees and fine collections were sufficient to cover STVR program operational costs in 2021; and projections are on schedule to be sufficient for 2022.
- Citation Fine collections spiked in 2020 and 2021 in correlation with enhanced enforcement tools; however, as expected substantially decrease in 2022 as overall compliance increased and has remained steady.

STVR Revenue Summary: 2019 - 2022 (per Calendar Year)				
Revenue Type	2019	2020	2021	1st Half 2022
Transient Occupancy Tax Revenue (TOT)	\$ 3,793,699	\$ 4,513,085	\$ 5,921,344	\$ 4,280,687
*Citation Fine Collections:	\$ 63,450	\$ 327,112	\$ 447,950	\$ 84,600
STVR Permit Fee	\$ 200,542	\$ 307,781	\$ 758,780	\$ 416,600
STVR Permit Inspection Fee	\$ 25,025	\$ 9,425	\$ 1,950	\$ 650
STVR Permit Business License Fee <i>(estimated)</i>	\$ 52,000	\$ 55,000	\$ 50,000	\$ 25,000
Total STVR Permits/Licensing Fees :	\$ 277,567	\$ 372,206	\$ 810,730	\$ 442,250
Total Annual STVR Revenues:	\$4,134,716.43	\$5,212,402.40	\$7,180,023.53	\$4,807,537.00

Table 2 – * Citation Fine Collections revenue list collections current as of June 30, 2022

Initiative Measure

A Notice of Intention to circulate an Initiative proposing the “Phase-Out and Permanent Ban of Non-Hosted Short-Term Vacation Rentals in Non-Exempt Areas in the City of La Quinta,” by December 31, 2024, was filed with the City Clerk/Elections Official on January 12, 2022.

On April 21, 2022, the proponents filed petitions regarding the Initiative, which were submitted to the Riverside County Registrar of Voters (ROV) for full signature verification on April 26, 2022. On June 3, 2022, the ROV submitted to the City Clerk/Elections Official a Certificate of Sufficiency of the Initiative, which was certified by Council on June 7, 2022.

On March 15, 2022, as authorized and pursuant to Elections Code section 9212, the Council ordered a report to assess the fiscal, economic, and related impacts of the Initiative. On May 24, 2022, the City Clerk/Elections Official received the economic report, which was presented to Council on June 7, 2022.

On June 7, 2022, Council adopted resolutions to submit to the qualified voters of the City the Initiative; and set priorities for filing written arguments and rebuttal arguments.

On June 7, 2022, Council directed staff to prepare projections of the potential fiscal impact on the City's operations, budget, and local economy, if the Initiative is approved. On August 2, 2022, Council will receive a report that will address the potential fiscal and economic impacts on the local economy.

At this meeting, Staff has prepared the enclosed 10-year financial projections showing the potential impact on the City's budget by providing the following scenarios:

Scenario No. 1 – provides an ***extremely conservative*** 10-year projection of the City's budget ***if the Initiative is Approved*** at the November 2022 election, included as Attachment 2, and depicts as follows:

- Projections are based on the adopted budget estimates for potential loss of \$5 million in STVR TOT, which is extremely conservative given that STVR TOT in 2021 was \$5.9 million and current STVR TOT collections for 1st half of 2022 are at \$4.3 million, substantially exceeding historic and current budget projections.
- This conservative approach to the projections of potential STVR TOT loss is due to the recent unstable economic conditions and inflationary pressures expected to occur in the upcoming fiscal year.
- The projections estimate the City will lose approximately:
 - ✓ \$1.4 million in sales tax revenues per fiscal year, with a compounding year-over-year increase of 2%;
 - ✓ 80% or \$4 million dollars of TOT generated by the non-exempt STVRs;
 - ✓ 81% or \$753,600 dollars of STVR permit fees.

These three (3) categories combined render a potential loss in revenue of \$6,150,000 million, which accounts for approximately 10% of the City's annual budget revenue of \$68,321,000 million.

Further, costs associated with the STVR program management and operations will not change and will need to be subsidized with General Fund revenues, as it will no longer be self-sustainable through STVR permit fees.

Another unintended consequence is the likelihood of increased illegal STVR operations. Currently the La Quinta Municipal Code has comprehensive regulations related to STVRs and ample tools to apply enforcement. A ban on STVRs would result in the City’s inability to apply its stricter STVR regulations and fines, unless a STVR stay is confirmed, which is difficult at best if there are no active STVR advertisements; there will be no local contact that can take on the responsibility of resolving an issue, which would require additional use of public safety resources.

Code Compliance reached out to the City of Palm Desert and Cathedral City as they are two communities locally that experience a ban or phase-out of STVRs. Both communities, continue to have unpermitted rental activity taking place. Staff will provide additional data and information on its findings during the Council presentation.

- The City’s ending ***cash position goes negative at the 3rd-year mark in fiscal year (FY) 2025-26*** at approximately \$1 million.
- ***As of FY 2032-33, the ending cash position is approximately negative \$19 million***, due to the combined loss of STVR non-exempt revenue and the Redevelopment Agency (RDA) loan repayment of about \$3 million ending in FY 2029/30.
- The City has the option to mitigate its negative cash position by reducing expenses at any time. The table below depicts some savings options that are generally used during economic downturns and/or recessions, to reduce expenses and help balance the City’s budget, such as reducing the City’s Capital Improvement Program (CIP) and no longer making additional appropriations to reduce the City’s PERS unfunded pension liability.

As an example, using the City’s adopted budget for FY 2022-23 and the projected revenue losses of sales tax, STVR TOT, and STVR permit fees, the projects below would need to be delayed until other funding sources become available or can be identified:

CIP Project	Mitigation	Budget Savings
Pavement Mgmt. Plan St. Improvements	reduce annual appropriation from \$1.5 to \$1 million <i>(\$1 million is the min. needed to maintain the City’s current street rating not to jeopardize losing current state grant funding the City receives annually)</i>	\$ 500,000
Landscape & Lighting Median Island Improvements	eliminate entirely	\$ 500,000

Highway 111 Corridor Area Plan Implementation	eliminate entirely	\$ 1,000,000
City Hall Capacity Improvements	eliminate entirely	\$ 550,000
Village Undergrounding Project (Feasibility Study)	eliminate entirely	\$ 100,000
Village Parking Lot	eliminate entirely	\$ 500,000
Phase II Camera System	eliminate entirely	\$ 1,797,000
Smart Infrastructure Improvements (Feasibility Study / Plan)	eliminate entirely	\$ 250,000
PERS Unfunded Pension Liability	eliminate entirely additional annual payments	\$ 1,000,000
	TOTAL BUDGET SAVINGS:	\$ 6,197,000

- Another savings option would be to reduce or eliminate City-funded events, such as the Brew in LQ lifestyle event and reduce the Concerts in the Park series from 6 to 4.

Scenario No. 2– provides a **conservative** 10-year projection of the City’s budget **if the Initiative is Not Approved** at the November 2022 election, included as Attachment 3, and depicts as follows:

- There is no anticipated loss of sales tax, STVR TOT revenue, or STVR permit fees.
- This organic attrition of STVR permits in Permit Ban areas will allow for a gradual and smoother transition, as it will allow time for new STVR units in Exempt Areas to come online and replenish revenue streams.
- The City’s **ending cash position goes negative at the 6th-year mark in FY 2028-29** at approximately \$870,000 as expenditure costs exceed revenue projections.
- Reducing expenditures will still need to be addressed, however, not as drastically as shown in the projections of Scenario No. 1 above.

Measure G

Since inception, Measure G revenue continues to help La Quinta thrive while focusing on the future financial health of the City. To date, over \$33 million or 46% of Measure G funds have been **allocated to improving citywide infrastructure and public recreational facilities. Public safety services** are a priority of the community and have been supported with over \$20 million or 29% of Measure G funds, showing the City’s continuing commitment to provide all residents with a safe living environment.

Each fiscal year, operational expenses and **capital improvements are prioritized, and includes a prudent reserve allocation** for operational flexibility. By allocating a portion of revenue to reserves, the City is able to maintain ongoing service levels, while also being prepared in the event of any unforeseen events such as the effects of the pandemic and the recent Dune Palms bridge CIP project funding advanced by the City.

The potential impact of the STVR measure ban will significantly impact the use of Measure G revenue as the City will need to utilize it to supplement the rising costs of public safety services and would not be able to include reserve allocations each year that have helped the City maintain ongoing service levels, while also being prepared in the event of any unforeseen events.

The chart below depicts the Measure G revenues since its implementation and the allocation of this revenue source to Public Safety, CIP, and Reserves to date:

Measure G Uses and reserves:

Measure G Summary				
FY	Revenue	Public Safety	Capital Projects	Reserves
2016/17	\$ 1,462,650	\$ -	\$ 1,462,650	\$ -
2017/18	\$ 9,967,657	\$ 300,000	\$ 8,583,307	\$ 1,084,350
2018/19	\$ 10,958,118	\$ 2,950,000	\$ 3,624,343	\$ 4,383,775
2019/20	\$ 10,310,526	\$ 2,750,000	\$ 5,424,382	\$ 2,136,144
2020/21	\$ 12,594,389	\$ 4,545,000	\$ 525,000	\$ 7,524,389
2021/22*	\$ 13,500,000	\$ 5,163,000	\$ 10,226,417	\$ (1,889,417)
2022/23	\$ 13,500,000	\$ 5,100,000	\$ 3,353,000	\$ 5,047,000
Totals	\$ 72,293,340	\$ 20,808,000	\$ 33,199,099	\$ 18,286,241

*Bridge advance funding included in Capital Projects column

Reserves

At this time, all four of the City’s reserve categories are fully funded to policy targets:

- Natural Disaster,
- Economic Disaster,
- Cash Flow, and
- Capital Replacement

A review of the City’s Reserve Policy is scheduled to occur in Fall of 2022 which will also include a review of CalPERS updated actuarial reports for fiscal year ending in 06/30/2021 which will be released in August 2022.

The upcoming reserve study will further analyze the current target levels which were originally done during the last reserve study in 2017. As economic conditions have drastically changed since that time, a deep analysis of the City’s current financial position and upcoming needs due to **aging additional assets, aging**

infrastructure, threat of a recession and/or natural disaster such as a major earthquake, and rising pension costs would increase the existing target levels.

Maintaining, regularly updating, and adhering to an appropriately constructed reserve policy is a best practice recognized by the Government Finance Officers Association (GFOA). Consideration of potential risk and other drivers influence the targeted minimum levels in each category. Given the current economic conditions and expenditure projections increasing, an in-depth analysis of these categories will include a review of the following:

- Current reserve policy and funding and categories;
- Best practices recommended by accounting standards boards;
- City demographics, revenues, expenditure volatility, other funds; dependency on the General Fund, growth projections, and unfunded capital projects;
- City aging infrastructure and vulnerability to extreme events; and
- Risk mitigation and review of insurance policies

The chart below depicts the City’s current Reserve Categories and target funding, which is **anticipated to increase by \$10 to \$15 million following the 2022/23 Reserve Policy study** due to the reasons outlined above:

Committed reserves and estimated unassigned reserves:

Reserve Category	Current	Target	Surplus/(Deficit)
Cash Flow Reserve	5,000,000	5,000,000	-
Natural Disaster Reserve	10,000,000	10,000,000	-
Economic Disaster	11,000,000	11,000,000	-
Capital Replacement Reserve	10,000,000	10,000,000	-
Pension Trust Benefits*	10,474,886	10,000,000	474,886
	46,474,886	46,000,000	474,886
*Pension trust balance as of 5/31/2022			
Estimated Unassigned Fund Balance			
Balance as of 6/30/2021	24,200,000	Amounts appearing in this column are rounded estimates. Unassigned Fund Balance is calculated during the annual audit and can be found on the Balance Sheet- Governmental Funds in the Annual Comprehensive Financial Report (ACFR)	
Estimated Surplus FY 21/22	7,800,000		
RDA Loan Repayment	2,640,000		
Bridge Advance Funding	-7,470,000		
Projected as of 6/30/2022	27,170,000		

Prepared by: Monika Radeva, City Clerk
 Claudia Martinez, Finance Director
 Approved by: Jon McMillen, City Manager

Attachments:

1. STVR Banned and Exempt Areas Map
2. Budget Projections – if the Initiative is Approved
3. Budget Projections – if the Initiative is Not Approved

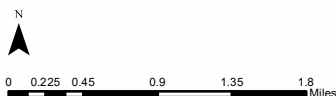
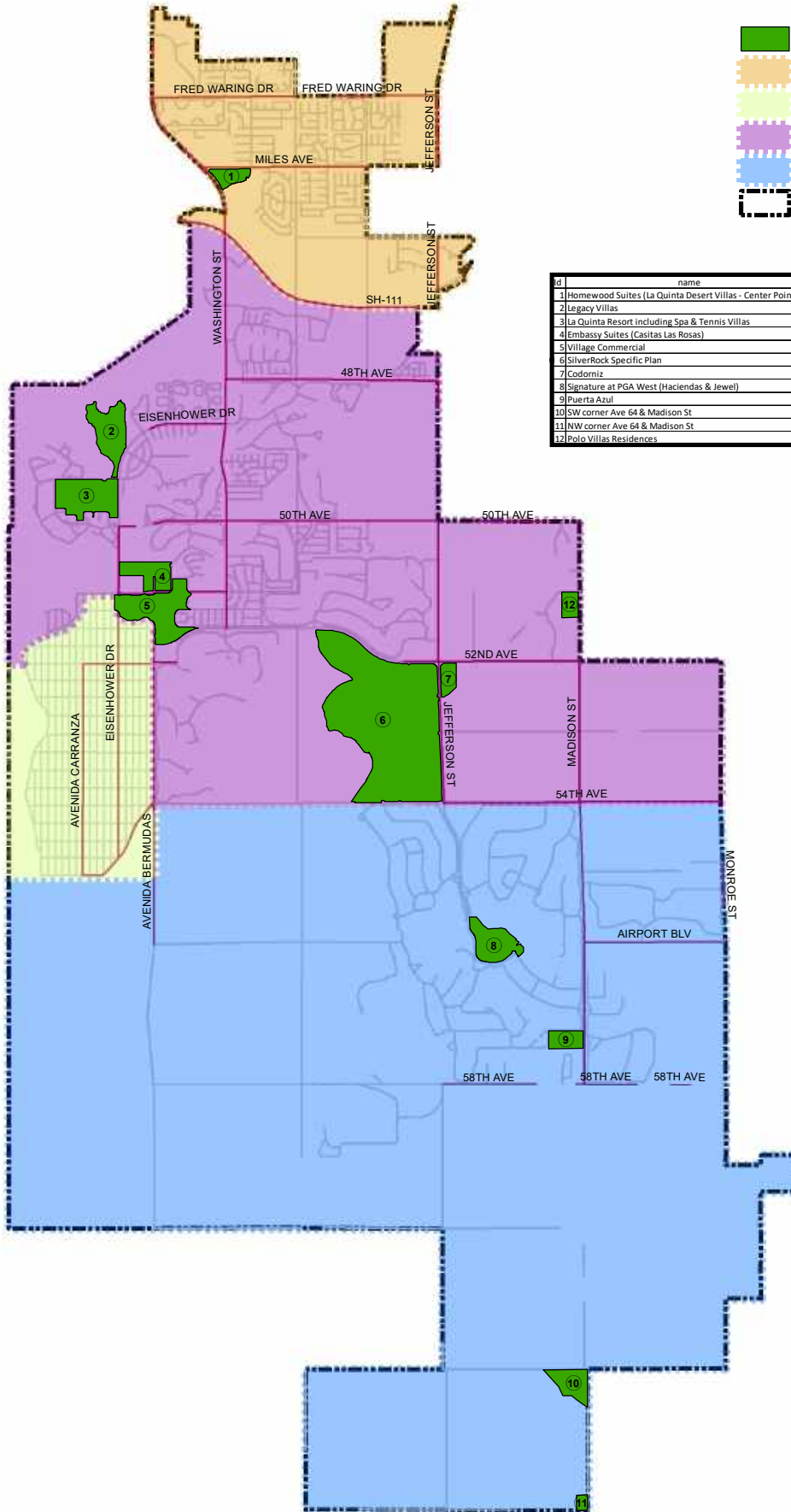


La Quinta
CALIFORNIA

STVR Exempt

- STVR_exempt_zone
- North La Quinta
- Cove
- Mid La Quinta
- South La Quinta
- City Boundary

id	name	zoning
1	Homewood Suites (La Quinta Desert Villas - Center Pointe)	Tourist Commercial (TC) District
2	Legacy Villas	Tourist Commercial (TC) District & Development Agreement
3	La Quinta Resort including Spa & Tennis Villas	Tourist Commercial (TC) District & Adjacent to TC District
4	Embassy Suites (Casitas Las Rosas)	Village Commercial District
5	Village Commercial	Village Commercial District
6	SilverRock Specific Plan	Tourist Commercial (TC) District - Undeveloped
7	Codomiz	Entitlement Approval
8	Signature at PGA West (Haciendas & Jewel)	Tourist Commercial (TC) District
9	Puerta Azul	Entitlement Approval
10	SW corner Ave 64 & Madison St	Tourist Commercial (TC) District - Undeveloped
11	NW corner Ave 64 & Madison St	Tourist Commercial (TC) District - Undeveloped
12	Polo Villas Residences	Development Agreement



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SCENARIO NO. 1 - IF THE INITIATIVE IS APPROVED

Category	Change Y-O-Y %	Current 2022/23	1-year 2023/24	2-years 2024/25	3-years 2025/26	5-years 2027/28	6-years 2028/29	7-years 2029/30	10-years 2032/33
Sales Tax									
Measure G		\$ 13,500,000	\$ 13,239,600	\$ 13,504,392	\$ 13,774,480	\$ 14,330,969	\$ 14,617,588	\$ 14,909,940	\$ 15,822,548
Bradley Burns	2%	\$ 11,000,000	\$ 11,220,000	\$ 11,444,400	\$ 11,673,288	\$ 12,144,889	\$ 12,387,787	\$ 12,635,542	\$ 13,408,939
STVR- Potential Sales Tax Loss		\$ -	\$ -	\$ (700,000)	\$ (1,400,000)	\$ (1,456,560)	\$ (1,485,691)	\$ (1,515,405)	\$ (1,608,160)
Property Tax	2%	\$ 9,915,000	\$ 10,113,300	\$ 10,315,566	\$ 10,521,877	\$ 10,946,961	\$ 11,165,900	\$ 11,389,218	\$ 12,086,330
Transient Occupancy Tax									
Hotel	2%	\$ 7,300,000	\$ 7,446,000	\$ 7,594,920	\$ 7,746,818	\$ 8,059,790	\$ 8,220,986	\$ 8,385,405	\$ 8,898,659
Bed & Breakfast/Resort Fees	1%	\$ 475,000	\$ 479,750	\$ 484,548	\$ 489,393	\$ 499,230	\$ 504,222	\$ 509,264	\$ 524,696
STVR Exempt	5%	\$ 1,000,000	\$ 1,050,000	\$ 1,102,500	\$ 1,157,625	\$ 1,276,282	\$ 1,340,096	\$ 1,407,100	\$ 1,628,895
STVR Non-Exempt	1%	\$ 4,000,000	\$ 4,040,000	\$ 4,080,400	\$ 4,121,204	\$ 4,204,040	\$ 4,246,081	\$ 4,288,541	\$ 4,418,489
STVR Non-Exempt- Potential Loss	1%	\$ -	\$ 4,040,000	\$ (4,080,400)	\$ (4,121,204)	\$ (4,204,040)	\$ (4,246,081)	\$ (4,288,541)	\$ (4,418,489)
Fees/Permits	1%	\$ 3,424,300	\$ 3,458,543	\$ 3,493,128	\$ 3,528,060	\$ 3,598,974	\$ 3,634,963	\$ 3,671,313	\$ 3,782,558
STVR Fees/Permits Exempt	5%	\$ 188,400	\$ 197,820	\$ 207,711	\$ 218,097	\$ 240,451	\$ 252,474	\$ 265,098	\$ 306,884
STVR Fees/Permits Non-Exempt	1%	\$ 753,600	\$ 761,136	\$ 768,747	\$ 776,435	\$ 792,041	\$ 799,962	\$ 807,961	\$ 832,443
STVR Fees/Permits Non-Exempt- Potential Loss	1%	\$ -	\$ 761,136	\$ (768,747)	\$ (776,435)	\$ (792,041)	\$ (799,962)	\$ (807,961)	\$ (832,443)
SilverRock Proceeds	20%	\$ -	\$ -	\$ -	\$ 500,000	\$ 720,000	\$ 864,000	\$ 1,036,800	\$ 1,791,590
Other Revenue	1%	\$ 16,764,800	\$ 16,932,448	\$ 17,101,772	\$ 17,272,790	\$ 17,619,973	\$ 17,796,173	\$ 17,974,135	\$ 18,518,769
Total Adopted Budget		\$ 68,321,100							
RDA Loan Repayment		\$ 2,695,746	\$ 2,749,661	\$ 2,804,654	\$ 2,860,747	\$ 2,976,321	\$ 3,035,847	\$ 2,748,258	\$ -
Measure A		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
SB 1, Road Maintenance & Rehab Tax		\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000
Total Revenues:		\$ 73,966,846	\$ 79,439,394	\$ 70,303,591	\$ 71,293,175	\$ 73,907,279	\$ 75,284,345	\$ 76,366,669	\$ 78,111,706
Police Services	6%	\$ 18,072,000	\$ 19,156,320	\$ 20,305,699	\$ 21,524,041	\$ 24,184,413	\$ 25,635,477	\$ 27,173,606	\$ 32,364,200
Fire Services	5%	\$ 8,123,000	\$ 8,529,150	\$ 8,955,608	\$ 9,403,388	\$ 10,367,235	\$ 10,885,597	\$ 11,429,877	\$ 13,231,511
Operations	1%/4%	\$ 16,840,158	\$ 17,446,054	\$ 18,075,509	\$ 18,729,459	\$ 20,114,771	\$ 20,848,198	\$ 21,610,251	\$ 24,079,768
Administration	2%/3%	\$ 11,557,516	\$ 11,880,622	\$ 12,212,949	\$ 12,554,764	\$ 13,267,967	\$ 13,639,928	\$ 14,022,527	\$ 15,237,279
Capital Improvements	3%	\$ 7,817,000	\$ 8,051,510	\$ 8,293,055	\$ 8,541,847	\$ 9,062,045	\$ 9,333,907	\$ 9,613,924	\$ 10,505,394
PERS Unfunded Liability		\$ 2,241,600	\$ 1,377,000	\$ 1,476,400	\$ 1,539,800	\$ 1,659,600	\$ 1,699,600	\$ 1,740,600	\$ 1,756,600
Total Adopted Budget		\$ 64,651,274							
Measure G Reserves		\$ -	\$ -	\$ -	\$ -				
Total Expenses:		\$ 64,651,274	\$ 66,440,657	\$ 69,319,221	\$ 72,293,299	\$ 78,656,031	\$ 82,042,707	\$ 85,590,784	\$ 97,174,753
Ending Cash Position		\$ 9,315,572	\$ 12,998,737	\$ 984,371	\$ (1,000,124)	\$ (4,748,751)	\$ (6,758,362)	\$ (9,224,115)	\$ (19,063,047)

SCENARIO NO. 2 - IF THE INITIATIVE IS NOT APPROVED

Category	Change Y-O-Y %	Current 2022/23	1-year 2023/24	2-years 2024/25	3-years 2025/26	5-years 2027/28	6-years 2028/29	7-years 2029/30	10-years 2032/33
Sales Tax									
Measure G		\$ 13,500,000	\$ 13,239,600	\$ 13,504,392	\$ 13,774,480	\$ 14,330,969	\$ 14,617,588	\$ 14,909,940	\$ 15,822,548
Bradley Burns	2%	\$ 11,000,000	\$ 11,220,000	\$ 11,444,400	\$ 11,673,288	\$ 12,144,889	\$ 12,387,787	\$ 12,635,542	\$ 13,408,939
STVR- Potential Sales Tax Loss		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax	2%	\$ 9,915,000	\$ 10,014,150	\$ 10,114,292	\$ 10,215,434	\$ 10,420,765	\$ 10,524,972	\$ 10,630,222	\$ 10,952,328
Transient Occupancy Tax									
Hotel	2%	\$ 7,300,000	\$ 7,446,000	\$ 7,594,920	\$ 7,746,818	\$ 8,059,790	\$ 8,220,986	\$ 8,385,405	\$ 8,898,659
Bed & Breakfast/Resort Fees	1%	\$ 475,000	\$ 479,750	\$ 484,548	\$ 489,393	\$ 499,230	\$ 504,222	\$ 509,264	\$ 524,696
STVR Exempt	5%	\$ 1,000,000	\$ 1,050,000	\$ 1,102,500	\$ 1,157,625	\$ 1,276,282	\$ 1,340,096	\$ 1,407,100	\$ 1,628,895
STVR Non-Exempt	1%	\$ 4,000,000	\$ 4,040,000	\$ 4,080,400	\$ 4,121,204	\$ 4,204,040	\$ 4,246,081	\$ 4,288,541	\$ 4,418,489
STVR Non-Exempt- Potential Loss	1%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees/Permits	1%	\$ 3,424,300	\$ 3,458,543	\$ 3,493,128	\$ 3,528,060	\$ 3,598,974	\$ 3,634,963	\$ 3,671,313	\$ 3,782,558
STVR Fees/Permits Exempt	5%	\$ 188,400	\$ 197,820	\$ 207,711	\$ 218,097	\$ 240,451	\$ 252,474	\$ 265,098	\$ 306,884
STVR Fees/Permits Non-Exempt	1%	\$ 753,600	\$ 761,136	\$ 768,747	\$ 776,435	\$ 792,041	\$ 799,962	\$ 807,961	\$ 832,443
STVR Fees/Permits Non-Exempt- Potential Loss	1%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SilverRock Proceeds	20%	\$ -	\$ -	\$ -	\$ 500,000	\$ 720,000	\$ 864,000	\$ 1,036,800	\$ 1,791,590
Other Revenue	1%	\$ 16,764,800	\$ 16,932,448	\$ 17,101,772	\$ 17,272,790	\$ 17,619,973	\$ 17,796,173	\$ 17,974,135	\$ 18,518,769
Total Adopted Budget		\$ 68,321,100							
RDA Loan Repayment		\$ 2,695,746	\$ 2,749,661	\$ 2,804,654	\$ 2,860,747	\$ 2,976,321	\$ 3,035,847	\$ 2,748,258	\$ -
Measure A		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
SB 1, Road Maintenance & Rehab Tax		\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000	\$ 950,000
Total Revenues:		\$ 73,966,846	\$ 74,539,108	\$ 75,651,464	\$ 77,284,371	\$ 79,833,724	\$ 81,175,150	\$ 82,219,581	\$ 83,836,796
Police Services	6%	\$ 18,072,000	\$ 19,156,320	\$ 20,305,699	\$ 21,524,041	\$ 24,184,413	\$ 25,635,477	\$ 27,173,606	\$ 32,364,200
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Administration	2%/3%	\$ 11,557,516	\$ 11,880,622	\$ 12,212,949	\$ 12,554,764	\$ 13,267,967	\$ 13,639,928	\$ 14,022,527	\$ 15,237,279
Capital Improvements		\$ 7,817,000	\$ 8,051,510	\$ 8,293,055	\$ 8,541,847	\$ 9,062,045	\$ 9,333,907	\$ 9,613,924	\$ 10,505,394
PERS Unfunded Liability		\$ 2,241,600	\$ 1,377,000	\$ 1,476,400	\$ 1,539,800	\$ 1,659,600	\$ 1,699,600	\$ 1,740,600	\$ 1,756,600
Total Adopted Budget		\$ 64,651,274							
Measure G Reserves		\$ -	\$ -	\$ -	\$ -				
Total Expenses:		\$ 64,651,274	\$ 66,440,657	\$ 69,319,221	\$ 72,293,299	\$ 78,656,031	\$ 82,042,707	\$ 85,590,784	\$ 97,174,753
Ending Cash Position		\$ 9,315,572	\$ 8,098,451	\$ 6,332,244	\$ 4,991,072	\$ 1,177,693	\$ (867,557)	\$ (3,371,204)	\$ (13,337,956)

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022
STAFF REPORT

AGENDA TITLE: APPOINT UP TO TWO MEMBERS OF THE CITY COUNCIL TO PREPARE WRITTEN ARGUMENTS FOR OR AGAINST, AND REBUTTAL ARGUMENTS, ON BEHALF OF THE CITY COUNCIL, RELATED TO THE INITIATIVE ORDINANCE AND BALLOT MEASURE PROPOSING THE PHASE-OUT AND PERMANENT BAN OF NON-HOSTED SHORT-TERM VACATION RENTALS, AS DEFINED, IN NON-EXEMPT AREAS OF THE CITY OF LA QUINTA BY DECEMBER 31, 2024

RECOMMENDATION

Appoint up to two Members of the City Council to prepare written arguments for or against, and rebuttal arguments, on behalf of the City Council, related to the initiative ordinance and ballot measure proposing the Phase-Out and Permanent Ban of Non-Hosted Short-Term Vacation Rentals, as defined, in Non-Exempt Areas of the City of La Quinta by December 31, 2024.

EXECUTIVE SUMMARY

- A Notice of Intention to circulate an initiative petition proposing the “Phase-Out and Permanent Ban of Non-Hosted Short-Term Vacation Rentals in Non-Exempt Areas in the City of La Quinta” (Initiative), by December 31, 2024, was filed with the City Clerk/Elections Official on January 12, 2022.
- On April 21, 2022, the proponents filed petitions regarding the Initiative, which were submitted to the Riverside County Registrar of Voters (ROV) for full signature verification on April 26, 2022.
- On June 3, 2022, the Riverside County Registrar of Voters (ROV) submitted to the City Clerk/Elections Official a Certificate of Sufficiency of the Initiative, which was certified by Council on June 7, 2022.
- On June 7, 2022, Council adopted resolutions to submit to the qualified voters of the City the Initiative and set priorities for filing written arguments and rebuttal arguments.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

On April 21, 2022, the proponents filed the petition with the City Clerk/Elections Official pursuant to Elections Code section 9210, which was submitted to the ROV on April 26, 2022, for full signature verification per Elections Code section 9211.

The results of the signature verification conducted by the ROV established that the petition had received a sufficient number of signatures, and on June 3, 2022, the ROV submitted to the City Clerk/Elections Official a Certificate of Sufficiency of the Initiative, which was certified by Council on June 7, 2022.

On June 7, 2022, Council adopted resolutions to submit to the qualified voters of the City the Initiative and following ballot question:

Shall the measure, proposing to phase-out and permanently ban “non-hosted short-term vacation rentals,” as defined, in non-exempt areas of the City of La Quinta by December 31, 2024, be adopted?	YES
	NO

On June 7, 2022, the Council also set priorities for filing written arguments and rebuttal arguments; and directed the City Attorney to prepare an impartial analysis regarding the Initiative.

Arguments and rebuttals are governed by Elections Code sections 9282-9287. For measures placed on the ballot by petition of the City’s voters, like the Initiative, the persons filing the Initiative may file a written argument in favor of the ordinance, and the Council may submit an argument against it (Elections Code section 9282). If more than one argument for or more than one argument against the Initiative is timely submitted to the City Clerk/Elections Official, the City Clerk/Elections Official must select one of the arguments in favor and one of the arguments against the Initiative for printing and distribution to the voters. In selecting the argument, the following preference and priority applies, in the order listed: (1) The legislative body, or member or members of the legislative body authorized by that body; (2) The individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure; (3) Bona fide associations of citizens; and (4) Individual voters who are eligible to vote on the measure (Elections Code section 9287).

Arguments must be 300 words or less, and rebuttals must be 250 words or less. Because the General Municipal Election will be consolidated with the Statewide General Election, the ROV has provided the following deadlines by which arguments and rebuttals are due:

- August 22, 2022 – last day to file arguments
- August 23 – September 1, 2022 – public examination period
- September 1, 2022 – last day to file rebuttals to arguments

The impartial analysis is governed by Elections Code section 9280. The City Attorney is required to show the effect of the Initiative on existing law and the operation of the Initiative if adopted. The impartial analysis must be 500 words or less and will be printed preceding the arguments for and against the measure in the ballot pamphlet. As required by state law, the impartial analysis will be prepared and submitted independently from any arguments or rebuttal arguments for or against the Initiative.

Up to two Members of the City Council may be appointed to prepare written arguments for or against, and rebuttal arguments regarding the Initiative on behalf of the Council. The written arguments prepared by the two appointed Members of the Council may be scheduled to be “received and filed” by Council at the August 2, 2022, regular Council meeting, or at a later special Council meeting to be held before August 22, 2022. Likewise, the rebuttal arguments may be scheduled to be “received and filed” by Council, after preparation, at a later special Council meeting to be held before September 1, 2022.

ALTERNATIVE

Council may elect not to submit an argument against the Initiative, in which case the priority for arguments and rebuttal arguments will be governed by Elections Code section 9287, outlined above.

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

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City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: INTRODUCE AN ORDINANCE AMENDING CHAPTER 2.60 OF THE LA QUINTA MUNICIPAL CODE RELATING TO THE CONFLICT OF INTEREST CODE, AND APPROVE THE CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION'S 2022 LOCAL AGENCY BIENNIAL NOTICE

RECOMMENDATION

- A) Move to take up Ordinance No. ____ by title and number only and waive further reading.
- B) Move to introduce at first reading Ordinance No. ____ amending Chapter 2.60 of the La Quinta Municipal Code relating to the City's conflict of interest code.
- C) Move to approve and accept the California Fair Political Practices Commission's 2022 Local Agency Biennial Notice.

EXECUTIVE SUMMARY

- The Political Reform Act (PRA) requires every local government to review its Conflict of Interest Code (Code) biennially and submit the *Local Agency Biennial* Notice (Attachment 1) to the Code reviewing body. The City Council is the code reviewing body for the City.
- The purpose of the Code is to specifically designate positions that make or participate in the making of governmental decisions, which may foreseeably have a material effect on any financial interests of the persons holding those positions.
- City officials in the positions designated on the attached ordinance must disclose their financial interests annually and refrain from participation in any decision(s) that may affect them financially.
- The annual Statement of Economic Interest filings are the basis for the transparency that California's PRA requires of public officials. Statements of Economic Interest are public documents filed with the City Clerk.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

Public officials, both elected and appointed, are classified in one of two disclosure categories based on their level of influence on municipal financial decisions. Officials in the “full disclosure” category have substantial influence and must disclose all investments, business positions, and interests in real property, within the jurisdiction, held on the date of assuming office and income received during the 12 months immediately preceding assuming office.

Officials in the “limited disclosure” category have less influence on decisions. These positions must disclose personal economic interests held that could be significantly affected through the exercise of official duties, including investments, business positions, and income from sources located in or doing business in the City, interests in real property located in the City, and property located not more than two miles outside the boundary of the City or property located within two miles of any property owned or used by the City.

Review of the City’s positions, duties, and influence of public officials has resulted in the following recommended changes to Chapter 2.60 of the Municipal Code due to organizational changes over the last two years to better align positions with the City’s ability to provide high-level services to its community:

Add the following titles as designated positions for “limited disclosure” filing:

- Deputy City Clerk
- Director of Business Unit and Housing Development

Delete the following titles from the “limited disclosure” designated positions:

- Assistant to the City Manager
- Construction Manager / Inspections Supervisor
- Human Resources Manager
- Public Safety Analyst

ALTERNATIVES

Council may elect to (1) approve the proposed Code as submitted, or (2) revise the proposed Code and approve it as revised.

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

Attachment: 1. 2022 Local Agency Biennial Notice

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING CHAPTER 2.60 OF THE LA QUINTA MUNICIPAL CODE RELATING TO THE CITY'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation, Title 2, Division 6, California Code of Regulations Section 18730 – Provisions of Conflict of Interest Codes, which contains the terms of a standard conflict of interest code which can be incorporated by reference; and

WHEREAS, the City of La Quinta (City) has adopted by reference the FPPC's regulation as well as a list of designated employees as Chapter 2.60 of the La Quinta Municipal Code (Code); and

WHEREAS, the City desires to make changes to the list of designated employees and disclosure categories to reflect the current classifications/positions within the City; and;

WHEREAS, the place of filing of the Statements of Economic Interests shall be in accordance with Government Code Section 87500; and

WHEREAS, Statements of Economic Interest are public documents available from the City Clerk of the City of La Quinta; and

WHEREAS, the City believes these changes are in the best interests of the citizens of the City of La Quinta.

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

SECTION 1. Chapter 2.60 Conflict of Interest of the La Quinta Municipal Code is amended to read as follows:

2.60.020 - Designated positions—Disclosure categories.

Ordinance No. XXX
Amending Section 2.60.020 of the La Quinta Municipal Code
Conflict of Interest Code
Adopted: _____, 2022
Page 2 of 5

- A. Full disclosure on Form 700, Statement of Economic Interest, shall be required from the following positions pursuant to Government Code Section 87200:

Designated Positions

- City Attorney
- Assistant and/or Deputy City Attorney(s)
- City Manager
- Assistant and/or Deputy City Manager(s)
- Finance Director/City Treasurer
- Mayor
- Members of the City Council/Financing Authority/Housing Authority
- Members of the Planning Commission
- Members of the Successor Agency to the Dissolved Redevelopment Agency
- Candidates for any of the positions above

- B. Limited disclosure on Form 700, Statement of Economic Interest, shall be required from the following officeholders pursuant to Government Code Section 87302:

Designated Positions

- Accounting Manager
- Animal Control/Code Compliance Supervisor
- Assistant Construction Manager
- ~~Assistant to the City Manager~~
- Associate Engineer
- Building Official
- City Clerk
- Community Resources Manager
- Community Resources Analyst
- ~~Construction Manager/Inspections Supervisor~~
- Deputy City Clerk
- Deputy Director of Facilities
- Director of Business Unit and Housing Development
- Director of Community Resources
- Director of Design and Development
- Director of Public Works / City Engineer
- Financial Services Analyst

Ordinance No. XXX
Amending Section 2.60.020 of the La Quinta Municipal Code
Conflict of Interest Code
Adopted: _____, 2022
Page 3 of 5

- Hub Manager
- Human Resources Analyst
- ~~Human Resources Manager~~
- Management Analyst
- Marketing Manager
- Members of the Community Services Commission
- Members of the Financial Advisory Commission
- Members of the Housing Commission
- Planning Manager
- ~~Public Safety Analyst~~
- Public Safety Manager
- Senior Emergency Management Coordinator
- Senior Planner
- Traffic Operations Analyst

SECTION 2. EFFECTIVE DATE: This Ordinance shall be in full force and effect thirty (30) days after its adoption.

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 designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the permanent record of Ordinances of the City of La Quinta.

SECTION 4. 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 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.

Ordinance No. XXX
Amending Section 2.60.020 of the La Quinta Municipal Code
Conflict of Interest Code
Adopted: _____, 2022
Page 4 of 5

PASSED, APPROVED and ADOPTED, at a regular meeting of the La Quinta City Council held this _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

Ordinance No. XXX
Amending Section 2.60.020 of the La Quinta Municipal Code
Conflict of Interest Code
Adopted: _____, 2022
Page 5 of 5

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. (enter number) which was introduced at a regular meeting on the (date) day of (month), (year), and was adopted at a regular meeting held on the (date) day of (month), (year), 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 _____, pursuant to Council Resolution.

MONIKA RADEVA, City Clerk
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)

2022 Local Agency Biennial Notice

Name of Agency: CITY OF LA QUINTA

Mailing Address: 78495 CALLE TAMPICO

Contact Person: MONIKA RADEVA Phone No. (760) 777 - 7035

Email: MRADEVA@LAQUINTACA.GOV Alternate Email: N/A

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: APPROVE PILLARS OF THE COMMUNITY AND DISTINGUISHED ARTISTS AND ATHLETES NOMINATIONS

RECOMMENDATION

Approve the Pillars of the Community and Distinguished Artists and Athletes nominations as recommended by the Community Services Commission.

EXECUTIVE SUMMARY

- In October 2021, Staff opened the nomination window for Pillars of the Community and Distinguished Artists & Athletes.
- Nominations were reviewed by the Community Services Commission (Commission) during the June 13, 2022 meeting.
- Four nominations are being presented for consideration and traditionally the Senior Inspiration Award recipient is also recognized as a Pillar of the Community.

FISCAL IMPACT

The total cost for the plaques recognizing each recipient is \$300. Funds are available in the Community Resources Special Events budget (Account No. 101-3003-60149).

BACKGROUND/ANALYSIS

The Pillars of the Community and Distinguished Artists & Athletes awards are distinguished honors meant to recognize La Quinta residents who have made positive impacts in the community. Nominee criteria includes: 1) City residency for a minimum of three years, 2) significant contribution to the development of the City, 3) previous recognition for contribution efforts.

Community members submitted nominations for Brandun Lee and Emmi Von Scherr (Distinguished Athletes), Jason and Nicole McQuaid (Distinguished

Artists), and Karen Devine (Pillar of the Community). Traditionally, the City also recognizes each year's Senior Inspiration Award recipient as a Pillar of the Community, this year's recipient is Victory Grund. Nomination information is outlined in the Pillars of the Community, Distinguished Artists, and Distinguished Athletes nomination form packet (Attachment 1).

At their June 13, 2022 meeting, the Community Services Commission discussed reviewing the criteria and process for the pillars program. Their goal is to increase the number of applicants, conduct heavier recruitment, and raise the significance of the awards. The Commission will discuss their recommendations during the next Commission meeting on September 12, 2022 and present them to Council for consideration soon after.

ALTERNATIVES

Council may deny the recommendations and direct staff to seek additional nominees.

Prepared by: Michael Calderon, Community Resources Analyst

Approved by: Chris Escobedo, Community Resources Director

Attachment: 1. Nomination Form Packet

I hereby support the nomination of:

Brandun Lee

considered for the City of La Quinta's Athletic Honors Recognition Program. I understand that I must be a La Quinta resident that is over the age of 18 in order to offer support of the candidate.

Name: Kris and Stephanie Maddock

Address:

Name: Marcus and Kristin Wood

Address:

Name: Sean and Tara Webb

Address:

Name: Ashley Schantz

Address:

Name: Tim and Linda Bender

Address:

Name: _____

Address:

Name: Justin and Kathleen Doyle

Address:

Name: _____

Address: _____

Name: Matt Rifkin

Address:

Name: _____

Address: _____

For Questions, contact
Jacob Garcia | 760.777.7093
jkgarcia@laquintaca.gov

La Quinta
GEM of the DESERT

ATTACHMENT 1

CANDIDATE NOMINATION FORM

ATHLETEIC
HONORS

City of La Quinta Athletic Honors

Recognition Program

The City of La Quinta is proud to be home to many distinguished sports figures. To celebrate the accomplishments of these individuals, an acknowledgment area has been established on the Civic Center Campus.

Candidate Requirements

1. All Candidates must be or have been a resident of La Quinta for a minimum of three (3) years.
2. Candidate must have received national, state or local recognition.
3. Candidate must have contributed to the City of La Quinta's image or served to benefit La Quinta residents in the field of sports.
4. This nomination form must be signed by a minimum of ten (10) La Quinta Residents, 18 years or older.

All formally recognized sports will be considered

Program Requirements

In order for the candidate to be considered for the program, the nominating party must provide:

1. Completed candidate nomination form
2. Copy of resume of achievements
3. Copies or photos of national, state or local awards received.
4. Copies or photos of any news print or web media recognition for achievements in sports.

I would like to nominate the following person for consideration for the Athletic Honors Recognition program:

(Candidate's Information) Please print legibly.

Name: Brandun Lee

Address:

Telephone:

Years of residency: 2017 to prese

Please provide the top three (3) bullet points of the Candidates achievements in the sports. These bullet points may be used for candidate's consideration and also included in event program and other event marketing materials.

1. Turned professional boxer while a student at LQHS his senior year

2. Currently 25--0 and holder of the IBO Intercontinental Welter Wt Belt

3. Graduated from COD and now currently a student at CSUSB Palm Desert Campus while being a professional athlete.

Please note that submission of the nomination form does not guarantee approval and entry into the program. All nomination forms will be reviewed and voted on by the La Quinta City Council. This program is currently offered every two (2) years as nomination forms are received and is subject to change without notice.

Please give us a brief biography of the candidate:

Bio must be 65 words or less and may be used for candidate's consideration and also included in staff report and other event marketing materials.

Brandun Lee graduated from La Quinta High School in 2017. He became a professional boxer at the age of 17. As of April 22, 2022, Brandun is 25-0 and was most recently listed as the Ring as Prospect of the Year.
<https://www.ringtv.com/632580-the-ring-awards-2021-prospect-of-the-year-brandun-lee/>

There are 100s of articles on Brandun Lee on the internet and social media.

SUBMIT FORM

Office Use Only

Received by: _____
Date: _____ 312

Brandun Lee Achievements as a professional:

- Currently the IBO intercontinental super light weight champion
- Won the 2021 prospect of the year award by The Ring Magazine
- Was on a 15 fight Knockout streak

<https://www.ringtv.com/637812-junior-welterweight-contender-brandun-lee-i-cant-wait-to-show-the-world-who-i-am/>

<https://www.sacbee.com/sports/article260431437.html>

<https://www.csusb.edu/inside/article/542896/ring-and-classroom-brandun-lee-strives-inspire-you-th-his-community>

<https://sports.yahoo.com/brandun-lee-1-1-kevin-181209488.html>

[CLICK HERE to Return to Agenda](#)

I hereby support the nomination of:

[CLICK HERE to Return to Agenda](#)



_____ considered for the City of La Quinta's Athletic Honors Recognition Program. I understand that I must be a La Quinta resident that is over the age of 18 in order to offer support of the candidate.

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

**For Questions, contact
Jacob Garcia | 760.777.7093
jkgarcia@laquintaca.gov**



CANDIDATE NOMINATION FORM

**ATHLETEIC
HONORS**



International Baccalaureate Programme



Letter of Recommendation
for **EMMI VON SCHERR**

Dear Sir/Madam,

August 2021

It is an absolute pleasure to write this letter of recommendation for Emmi. In addition to being one of the kindest people I have met, Emmi is a bright, positive, talented, and outstanding leader. During the course of her four years here at La Quinta high School, Emmi has been courageous in her journey and generous with those around her. I would characterize Emmi as the best among us. She is very special.

Emmi experienced the Covid school year like everyone else. It was fraught with challenges. To her credit, Emmi accepted the challenges by supporting her peers and teachers. When others were struggling to contribute online via Zoom with black boxes, Emmi found opportunities to interject some positivity and hope wherever possible. When she had to work with groups in breakout rooms, she encouraged and assisted her peers as they struggled with motivation. She never lost sight; as bad as Covid or distance learning was, it was just a moment in the larger picture

This remarkable outlook is not surprising to anyone who knows her. Emmi is a proud member of the Girls Scout where she was recognized for her service and heartfelt leadership. She volunteers to help those in need at Martha's Kitchen. Martha's Kitchen focuses on feeding and clothing the homeless. She has a respect and appreciation for diversity, family and community. Emmi comes from a multicultural and multiracial family. Her experiences have afforded her a perspective that most will never enjoy.

As incredible as all of this may be and it is, Emmi maintains a 4.5 grade point average. She continues to challenge herself by taking the most rigorous coursework in high school through our IB and AP courses. She competes at the highest levels in varsity swim, water polo, and cross country. She is truly an outstanding representation of La Quinta High school, the broader community, and her family. Emmi's goal is to become a medical doctor. Not surprisingly, she has always taken care of those who cross her path. She is simply following her calling to service. I could not be more proud of Emmi if she were my own daughter.

I gladly give Emmi my highest recommendation. I strongly encourage you to meet Ms. Emmi VonScherr. It will be a great investment of your time. After meeting with her, you will be just as impressed with her as am I. Emmi is an incredible young lady. She would be a wonderful addition to any university or organization. Should you have questions regarding this letter or of Emmi, please feel free to contact me at Rudy.Wilson@desertsands.us or at 760-851-4986.

Respectfully,

Rudy Wilson, Ed.D.
La Quinta High School Principal
Desert Sands USD

[CLICK HERE to Return to Agenda](#)

City of La Quinta Distinguished Artists Recognition Program

The City of La Quinta is proud to be home to many distinguished artists. To celebrate the accomplishments of these individuals, an acknowledgment area has been established on the Civic Center Campus.

Candidate Requirements

1. All Candidates must be or have been a resident of La Quinta for a minimum of three (3) years.
2. Candidate must have received national, state or local recognition.
3. Candidate must have contributed to the City of La Quinta's image or served to benefit La Quinta residents by using their talents.
4. This nomination form must be signed by a minimum of ten (10) La Quinta Residents, 18 years or older.

Painting, Sculpting, Tile, Performing Arts, Architecture, and Landscape Architecture will be considered.

Program Requirements

In order for the candidate to be considered for the program, the nominating party must provide:

1. Completed candidate nomination form
2. Copy of resume of achievements
3. Copies or photos of national, state or local awards received.
4. Copies or photos of any news print or web media recognition for achievements in the arts.

I would like to nominate the following person for consideration for the Distinguished Artists Recognition program:

(Candidate's Information) Please print legibly.

Name: JASON & NICOLE McQUAID

Address:

Telephone:

Years of residency: 2004 to PRESENT

Please provide the top three (3) bullet points of the Candidates achievements in the arts. These bullet points may be used for candidate's consideration and also included in event program and other event marketing materials.

1. HAVE 3 HANDBLOWN GLASS ART PIECES IN THE PERMANENT COLLECTION AT LACMA.
THEIR ART WAS COLLECTED BY
2. MOHAMMED ALI & GARY BUSEY
AND IS DISPLAYED IN THE RITZ-CARLTON MONARCH BEACH.
THEY PARTICIPATED IN LQ-ART FEST
3. STARTING IN 2006 & HAVE BEEN
PART OF JURY & ART AMBASSADORS.

Please note that submission of the nomination form does not guarantee approval and entry into the program. All nomination forms will be reviewed and voted on by the La Quinta City Council. This program is currently offered every two (2) years as nomination forms are received and is subject to change without notice.

Please give us a brief biography of the candidate:

Bio must be 65 words or less and may be used for candidate's consideration and also included in staff report and other event marketing materials.

THEY OPENED AN ART GALLERY AT POINT HAPPY IN 2005.
THEY MET VICTORY GRUND 8 YEARS AGO & BECAME SUPPORTERS OF OLD TOWN ARTISAN STUDIOS. (OTAS)
THEY HAVE MADE GLASS HEART AWARDS FOR OTAS & WANT TO DO GLASS WORKSHOPS FOR STUDENTS IN THEIR STUDIO.
THEY PARTICIPATE IN ART SHOWS ALL OVER THE COUNTRY.
THEY ENJOY THEIR ROLE AS ART AMBASSADORS TO HELP L.Q. ART CELEBRATION FIND INTERESTING ARTISTS TO EXHIBIT.

SUBMIT FORM

Office Use Only

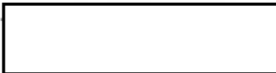
Received by: _____

Date: _____ 319

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Victory Grund

To: Gayl Biondi



We have worked with Jason and Nicole since our mission began and they built and donated a lamp working table for our classes we hope to have soon.
They are two of the most gifted and hard working artists we have ever met. They are a local family whose children excel and have the same giving hearts.
They are dedicated and humble and we believe they are very deserving of an award.

Victory Grund



Art Campus Video

<https://www.youtube.com/watch?v=v5LHJ527tXQ>

First Mission Video - 2010

<https://youtu.be/2qvSzEFTvIA> Fun to look back. 🌟

On Apr 14, 2022, at 1:12 PM, Gayl Biondi  wrote:

[Quoted text hidden]

[CLICK HERE to Return to Agenda](#)

PILLAR OF THE COMMUNITY AWARD PROGRAM

The Pillar of the Community Award is the highest honor the La Quinta City Council awards to remarkable members of the community.

This program is designed to honor individuals that have contributed significantly to the community of La Quinta and have received recognition for their efforts.

Candidate Qualifications:

1. A candidate must be or have been a resident of La Quinta for a minimum of three (3) years.
2. A candidate must have contributed significantly to the community of La Quinta.
3. A candidate must have received recognition for their efforts on a local, state, national or international level.

Nominating Party:

Name: JOHN WHITE KESQ

Telephone:

WORK

Candidate's Information:

Name: KAREN DEVINE

Address:

Email:

Telephone:

Years of La Quinta Residency:

From 20+ YEARS To _____

Candidate has served on the following:
(Please check all that apply)

- City Council
- Boards/Commissions
- Service Clubs
- Volunteer Groups
- Other

Please provide the service organizations names and dates of service

How has the candidate contributed significantly to the community of La Quinta?

OVER HER 30 YEARS OF REPORTING NEWS IN THE COACHELLA VALLEY, KAREN HAS COVERED COUNTLESS STORIES IMPORTANT TO L.Q. RESIDENTS. SHE RAISED HER FAMILY IN L.Q. AND HAS BEEN PART OF HER NEIGHBORHOOD, SCHOOLS & VOLUNTEER GROUPS. SHE HAS MENTORED STUDENTS INTERESTED IN JOURNALISM & SUPPORTED COUNTLESS FUNDRAISING EFFORTS INCLUDING AMERICAN CANCER SOCIETY AND THE GIRLFRIEND FACTORY. CO-WORKER JOHN WHITE CALLS HER A TRUE "GEM OF THE DESERT."

Please turn over and complete side 2

How has the candidate been recognized for their efforts on a local, state, national, or international level?

- 2019 WOMAN OF THE YEAR BY ASSEMBLYMAN CHAD MAYES
- 2 REGIONAL EDWARD R. MURROW AWARDS
- 5 EMMY AWARDS
- 2007 WOMAN OF THE YEAR BY SENATOR JIM BATTIN
- DESERT SUN "BEST OF THE BEST" AWARD 3 TIMES
- PALM SPRING LIFE "MOST POPULAR" NEWS PERSONALITY AWARD
- 2017 ATHENA AWARD
- MEMBER OF ADVISORY BOARD PALM SPRINGS WOMEN IN FILM & TV

Please attach copies of any certificates, awards, news articles, letters of commendation, etc for consideration.

Is there any additional information about the candidate that should be considered? (Optional)

REQUIRED FOR ONLINE SUBMISSION

The SUBMIT button will open an email to send this completed form, please attach any copies of certificates, awards, news articles, letters of commendation, etc to the e-mail for consideration.

Forms sent without attached paperwork will not be accepted.

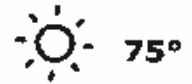
La Quinta

GEM of the DESERT

PILLAR

OF THE
COMMUNITY

Nomination Form



News

By KESQ News Team

Published August 18, 2011 8:54 AM

Karen Devine

Karen Devine is an award winning journalist who brings almost 20 years of local news experience to KESQ.

Covering the stories most important to our viewers, Karen gets the big interviews that impact the Coachella Valley.

In 2011, Karen won a regional Edward R. Murrow Award for her two part series, "It Happens to Boys." The series dealt with the troubling truths of child sexual abuse.

In 2009, Karen took home an Emmy for her in depth coverage of prescription drug abuse and teens. She's received four other Emmy Awards highlighting her hard work and dedication to broadcast journalism.

California Senator Jim Battin named Karen Woman of the Year in 2007.

The Coachella Valley community is very important to Karen who headlines numerous speaking engagements every year. Readers of The Desert Sun Newspaper voted Karen "Best of the Best" three times. Readers of Palm Springs Life Magazine voted her "Most Popular" news personality in the valley.

Karen graduated from Cal State University, Fullerton. She started her career working behind the scenes on CNN's "Showbiz Today." She worked two years for the City of Walnut on a weekly news program. Karen joined KMIR , the NBC affiliate in the desert in 1992. During her 17 years there she was the primary Anchor, reported on the big stories in the valley and served as News Director for four years.

Karen currently co-anchors the 5, 6 & 11 o'clock news on KESQ.

Married with two sons, Karen feels truly blessed to call the Coachella Valley home.

4/14/22, 12:15 PM

Gmail - Info re: Karen Devine



Gayl Biondi

Info re: Karen Devine

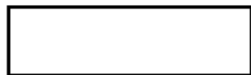
John White
To: Gayl Biondi

Wed, Apr 13, 2022 at 4:26 PM

Sure!

Karen Devine is a joy to work with at News Channel 3. She has dedicated her working life to serving the Coachella Valley. She has dedicated her personal life to raising a family in La Quinta. Karen is involved in a number of valley organizations, always willing to help their efforts. Her two sons are now making La Quinta proud with one following in her footsteps as a news reporter in Sacramento. The other is in graduate school and enjoying his fifth year of D-1 NCAA baseball with the Portland Pilots. She has an incredible relationship with her neighbors in La Quinta. In keeping with La Quinta's motto, Karen is truly a "Gem of the Desert."

John White
News Anchor/Reporter
KESQ/KDFX



Riverside County Supervisor V. Manuel Perez presents



30TH ANNUAL SENIOR INSPIRATION AWARDS 2022

NOMINATION FORM

The **Senior Inspiration Awards** is a beloved event in its 30th year. Every year, the County of Riverside and the Coachella Valley's nine cities honor senior citizens 65 years of age and older who inspire others through their volunteerism and active engagement in the community. This annual event honors these unsung heroes for their ongoing contribution and dedication to our communities.

If you would like to nominate someone for this honor, please complete this form and return to Supervisor Perez's Office, Attention: Alexis Perez at 73710 Fred Waring Dr., Ste. 222, Palm Desert, CA 92260 or via email at Alexperez@rivco.org.

Official Nomination Form Deadline: Friday, December 17, 2021

Eligible recipients must:

- Be at least 65 years old
- Reside and/or volunteer in the Coachella Valley or Palo Verde Valley
- Be actively involved in community affairs for a lengthy period of time
- Deserve to receive recognition and/or may not otherwise receive recognition for his or her service to the community
- Personify a healthy, active, and contributing attitude and lifestyle

Nominee

Name of Nominee VICTORY GRUND Phone

Mailing Address _____

Email

Organization Individual Volunteers With Old Town ARTISAN STUDIOS

Years with Organization FOUNDER - MANY YEARS

Nominator

Name of Nominator LINDA EVANS Phone

City or Organization LQ. MAYOR Email

Reason for Nomination She has fulfilled a need for children, disabled, families, & seniors to have a passion for art. Her vision has created a learning & healing destination for thousands and her giving heart has been shared with others selflessly.

Victory Grund

Founder of Old Town Artisan Studio; visionary of a dream of creating a place for everyone to enjoy, learn, and experience art. Creator of programs for children, people with disabilities, families, and seniors. Her giving heart has inspired others to donate, expand programs to schools, offer classes, and bring the passion of art to the hearts of thousands.

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: RECEIVE AND FILE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED JUNE 30, 2021

RECOMMENDATION

Receive and file the Annual Comprehensive Financial Report for the year ended June 30, 2021.

EXECUTIVE SUMMARY

- California cities must obtain an annual audit of their financial statements by an independent auditor at the close of each fiscal year.
- The annual audit produces the Annual Comprehensive Financial Report (ACFR) (Exhibit A) which was issued on June 30, 2022.
- The independent auditors rendered an unmodified (“clean”) opinion; which is the most favorable conclusion.
- The Financial Advisory Commission (FAC) has been provided the ACFR for review and a presentation will be provided on August 10, 2022.

FISCAL IMPACT - None

BACKGROUND/ANALYSIS

At the end of each fiscal year, the City’s financial records are audited by an independent audit firm pursuant to California law. The results (including City background information, statistical data, and detailed financial reports) are compiled and presented in the ACFR.

In the independent auditors’ report (located at the front of the financial section of the ACFR), Eide Bailly Certified Public Accountants issued an “unmodified” opinion on the City’s financial statements for the year ended June 30, 2021, which is the most favorable conclusion. The independent audit involved examining evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and

estimates made by management, and evaluating the overall financial statement presentation.

Attachment 1, provides a summary of ACFR which is in Exhibit A.

The Financial Advisory Commission has been provided a copy of the ACFR and a presentation will follow on August 10, 2022. In addition, a copy of the ACFR can be found in the Finance section on the City's website. While the City's financial statements were presented fairly in all significant aspects, a material weakness in the City's internal controls over financial reporting was identified for accounting entry adjustments. Entries were fully resolved prior to issuance and additional controls have been implemented to avoid this situation in the future. As in previous years, the ACFR has been submitted to the Government Finance Officers Association (GFOA) award program for excellence in financial reporting.

A Single Audit for fiscal year 2020/21, a separate audit requirement under Federal law for entities that spend \$750,000 or more in federal funds during a fiscal year will be issued in September 2022.

ALTERNATIVES

The ACFR and audit are required by State law, therefore, no alternatives are recommended.

Prepared by: Claudia Martinez, Finance Director

Approved by: Jon McMillen, City Manager

Attachment: 1. 2020/21 Annual Comprehensive Financial Report Summary



2020/21 Annual Comprehensive Financial Report (ACFR) Summary

Summary of ACFR Contents

The 2020/21 ACFR (Exhibit A) contains numerous comprehensive financial reports pertaining to all aspects of the City's finances and includes financial statements for all City funds (general, special revenue, housing, capital project, internal service, and other fund types). The ACFR also contains information regarding the City's accounting methods and procedures, and the results of the independent audit. Financial information is conveyed both by major fund type and in a comprehensive manner; thus, the information is somewhat complex to interpret. Because of this, specific detailed information regarding the General Fund year-end budget results for 2020/21 was presented separately at the January 18, 2022 Council meeting.

The Management Discussion and Analysis section (starting on page 4) provides an overview and analysis of the financial statements, which is useful when reading through the ACFR. In addition, the Notes to the Basic Financial Statements (pages 32 to 73) provide a written explanation of accounting methods and year-over-year changes. The Statistical Section (pages 124 to 159) presents a ten-year comparison of City financial, economic, and demographic trends.

Responsibility for both the accuracy and the completeness of all disclosure's rests with the City of La Quinta. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to fairly present the financial position and results of City operations.

The ACFR was prepared in conformance with Generally Accepted Accounting Principles (GAAP). The City's financial reporting is based upon all Governmental Accounting Standards Board (GASB) pronouncements; these pronouncements are the most authoritative source of governmental GAAP. Eide Bailly LLP, Certified Public Accountants, has issued an unmodified ("clean") opinion on the City's financial statements for the year ended June 30, 2021, which is the most favorable conclusion. While the City's financial statements were presented fairly in all significant aspects, a material weakness in the City's internal controls over financial reporting was identified for accounting entry adjustments. The entries were fully resolved prior to the issuance of the ACFR, and the City has already implemented additional controls related to financial reporting to prevent this situation in the future. We believe that the ACFR meets the Certificate of Achievement Program's requirements and have submitted it to the Government Finance Officers Association (GFOA) to determine its eligibility for another certificate.

Significant Changes and Financial Highlights

Governmental Revenues and Expenses

Governmental Activities include twenty-nine (29) individual governmental funds. There are three (3) major governmental funds: the General Fund, one capital project fund, and one special revenue fund. Data from the other twenty-six (26) governmental funds are combined into a single, aggregate presentation.

Key Highlights:

- General Fund's overall fund balance increased by approximately \$18.9 million when compared to the ending balance in 2019/20. This was mostly attributed to taxes, including transient occupancy tax and sales tax, exceeding budget projections, coupled with expenditure savings.
- General Fund Reserves are 100% funded to established target amounts with a combined balance of \$47.3 million. Additional reserve funding is anticipated to be approved during the Reserve study to be conducted in FY 2022/23.
- The General Fund has no outstanding bond obligations.
- At the end of 2020/21, the City had positive balances in all three categories of Net Position (Net Investment in Capital Assets, Restricted and Unrestricted) for the governmental and business-type activities.
- Governmental revenues overall increased by \$9,437,949 with the major items being attributed to transient occupancy and sales taxes as well as capital grants and contributions used to fund various construction projects.
- A majority of General Fund revenues experienced positive variances when compared to the final budget.
- Actual expenses were \$1,426,000 lower than the final budget of which \$1,209,000 was carried over into 2021/22 for continuing appropriations related to operations. Funds not being carried over are recognized as Unassigned Fund Balance in the General Fund. Capital Improvement Projects (CIP) revenue commitments totaling \$13,431,000 are reflected in assigned reserves and operational carryovers are noted in committed reserves.

Governmental Fund Balances

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. The unassigned General Fund balance comprised \$24,241,553, or 17%, of the total \$142,316,543 balance and represented 49% of total final 2020/21 General Fund budgeted expenditures including transfers and multi-year capital projects.

As of the end of 2020/21, the City's governmental funds reported combined ending fund balances of \$185,847,101 as follows:

2020/21 Governmental Fund Balances

Category	General Fund	Percent	All Other Funds	Percent	Total Funds	Percent
Nonspendable	\$ 29,499,520	21%	\$ 1,019	0.002%	\$ 29,500,539	16%
Restricted	11,381,922	8%	46,711,801	107%	58,093,723	31%
Committed	37,209,870	26%	-	0%	37,209,870	20%
Assigned	39,983,678	28%	-	0%	39,983,678	22%
Unassigned	24,241,553	17%	(3,182,262)	-7%	21,059,291	11%
TOTAL	\$ 142,316,543	100%	\$ 43,530,558	100%	\$ 185,847,101	100%

When compared to 2019/20, total governmental fund balance increased by \$21,684,556.

2019/20 Governmental Fund Balances

Category	General Fund	Percent	All Other Funds	Percent	Total Funds	Percent
Nonspendable	\$ 31,487,459	26%	\$ 2,875	0.007%	\$ 31,490,334	19%
Restricted	10,249,738	8%	46,001,248	113%	56,250,986	34%
Committed	30,118,800	24%	-	0%	30,118,800	18%
Assigned	32,383,017	26%	-	0%	32,383,017	20%
Unassigned	19,094,651	15%	(5,175,243)	-13%	13,919,408	8%
TOTAL	\$ 123,333,665	100%	\$ 40,828,880	100%	\$ 164,162,545	100%

General Fund Balances

A year-over-year decrease of \$1,988,000 in non-spendable is mainly attributed the 2020/21 Redevelopment Agency loan repayment of \$2,591,000 offset by interest earnings of \$592,000 resulting in a net decrease of \$1,999,000 in Due from Other Governments. The outstanding loan balance of \$30,088,278 is recognized as 80% in the General Fund and 20% in the Housing Authority Fund.

Restricted reserves are limited to funds held in a Section 115 Pension Trust set aside to fund the City’s pension obligations. The trust was initially established in 2018/19 with \$6,540,000 and in 2020/21 additional contributions coupled with investment gains caused the trust to increase by \$1,132,000.

Committed reserves increased by approximately \$7,091,000, resulting from an increase of \$3,460,000 in the Capital Replacement Reserve and \$4,200,000 in the Economic Disaster Reserve categories and a decrease of about \$569,000 in operational carryovers.

An increase of nearly \$7,601,000 in assigned reserves was primarily due to an increase in the Measure G sales tax reserve (\$6,392,000).

Outstanding Debt

Total governmental activities debt increased by \$951,036 from \$15,061,429 to \$16,012,465. This increase is largely attributed to an increase of \$1,044,111 in the City’s net pension liability.

Governmental Activities		
Debt Type:	2020	2021
Capital Leases	\$ 761,790	\$ 459,275
Compensated Absences	888,491	950,309
Net OPEB (Asset) Liability	(47,052)	100,570
Net Pension Liability	13,458,200	14,502,311
TOTAL	\$ 15,061,429	\$ 16,012,465

After 2018/19, the Net Pension Liability is reported as an outstanding debt and the General Fund has no outstanding bond obligations.

As of June 30, 2021, the Section 115 Pension Trust had a balance of \$11,381,922. The trust sets aside monies to fund the City’s pension

obligations. Contributions to the trust are irrevocable and assets are protected from creditors. The purpose of the trust is to address the City’s pension obligations by accumulating assets to reduce the net pension liability. However, assets in the trust are recorded as restricted fund balance until they are transferred to the pension plan (CalPERS).

Additional information on long-term debt can be found in Note 5 of the financial statements, Note 8 describes the City’s Pension Plan, and Note 11 discusses the Section 115 Trust.

Other Post-Employment Benefit Plan (OPEB)

In contrast to the Net Pension Liability, the OPEB Trust established to fund retiree health benefits, had a balance of \$1,715,041 which reduces the OPEB liability of \$1,815,611 and is reported as an asset balance of \$100,570. Additional information on OPEB can be found in Note 10 of the financial statements.

Major Capital Improvements

The Capital Improvement Fund is primarily used to record the expenditures for capital projects. The fund had thirty-eight (38) active Capital Improvement Projects during 2020/21. The five most active projects were:

- SilverRock Infrastructure Improvements (\$5,010,000)
- La Quinta Village Complete Streets (\$3,024,000)
- SilverRock Event Site (\$2,326,000)
- La Quinta X-Park (\$2,028,000)
- Washington Street at Fred Waring Street Improvements (\$1,264,000)

These projects, along with others, leveraged State or Federal grant funds or were significantly supported with Measure G sales tax revenues.

Long-term Financial Planning

The City ensures that its long-range goals are met through a variety of Boards and Commissions. Each is comprised of Council appointed residents, may include a City Council representative, and are supported by City staff. In addition, the City has adopted various financial policies and practices with the goal of sustaining a fiscally resilient government over the long-term, improving fiscal sustainability, as well as increasing transparency and encouraging public engagement.

The City has taken a proactive approach to rising pension and public safety costs by building its reserve categories and paying down the City's pension obligations. The City also continues to collaborate with Riverside County and other regional cities on police services to identify long-term savings. In 2020/21, the General Fund's overall fund balance increased by approximately \$18.9 million when compared to the ending balance in 2019/20, mainly due to revenue increases surpassing budget projections in areas such as transient occupancy taxes and sales tax. As of June 30, 2021, all four of the City's reserve categories (Cash Flow Reserve, Natural Disaster, Economic Disaster, and Capital Replacement) are fully funded to policy targets.

The City has a mixture of housing and commercial developments under construction, approved housing developments on the horizon, and the Highway 111 Corridor Plan (Plan) continues to be a priority with daily traffic exceeding 40,000 vehicles, and accounting for nearly 80% of the City's annual sales tax revenue.

The City Council has a history of taking strategic steps to ensure long-term fiscal sustainability of the City, including adopting a structurally balanced budget, funding long-term needs, and maintaining strong reserve levels. Because of these factors, the City has been able to maintain essential services during the pandemic and is prepared to face the next financial crisis.

[CLICK HERE to Return to Agenda](#)



CITY OF
LA QUINTA

2020/21

ANNUAL COMPREHENSIVE FINANCIAL REPORT
FISCAL YEAR ENDED JUNE 30, 2021



Prepared by:
Finance Department



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City of La Quinta, California

Annual Comprehensive Financial Report

Year Ended June 30, 2021

Prepared By: Finance Department

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June 30, 2022

To the Citizens of La Quinta, and the Honorable Mayor and Members of the City Council:

It is with great pleasure that we present to you the Annual Comprehensive Financial Report (ACFR) of the City of La Quinta for the fiscal year ending June 30, 2021. The ACFR has been prepared by the Finance Department for the benefit of City Council members, citizens, investors, grantors, employees, and others who may have an interest in the financial well-being of the City.

The ACFR presents information regarding the City's financial activities. This transmittal letter provides a non-technical summary of the City's finances, services, achievements, and economic outlook. A more detailed analysis is presented in the Management's Discussion and Analysis section (MD&A) that immediately follows the independent auditor's report. The MD&A provides an overview and analysis of the basic financial statements and complements this transmittal.

Responsibility for both the accuracy and the completeness of all disclosures rests with the City of La Quinta. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to fairly present the financial position and results of City operations. Supplementary disclosures are included to summarize the City's financial activities.

This ACFR was prepared in conformance with Generally Accepted Accounting Principles (GAAP). The City's financial reporting is based upon all Governmental Accounting Standards Board (GASB) Statements; these pronouncements are the most authoritative source for governmental GAAP. The City is responsible for ensuring an adequate internal control structure is in place. The internal control structure is subject to constant evaluation by the management of the City and annual review by independent auditors. Reviews determine the adequacy of the internal control structure, as well as to determine if the City complied with applicable laws and regulations. In reviewing internal control structures, the cost of a control should not exceed the benefits to be derived, hence the objective is to provide reasonable, rather than absolute assurance, that the financial statements are free of any material misstatements.

Eide Bailly LLP, Certified Public Accountants, has issued an unmodified ("clean") opinion on the City's financial statements for the year ended June 30, 2021. This is the most favorable conclusion. The independent auditor's report is located at the front of the financial section.



The independent audit involved examining evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and estimates made by management, and evaluating the overall financial statement presentation and conformity with GAAP.

Government Profile

The City of La Quinta is located 120 miles east of Los Angeles in the eastern portion of Riverside County known as the Coachella Valley. The City has a permanent population of approximately 42,000, within a boundary of 36 square miles. Each year nearly 18,000 seasonal residents also call La Quinta home from October through May. A natural paradise in the Coachella Valley, the City is nestled between the Santa Rosa and San Bernardino Mountains, is an integral part of the Coachella Valley's world-renowned resort and retirement area, and is known for its championship golf, festivals and community events, health and wellness, stunning views and spectacular trails.

The City was incorporated in 1982 as a general law City and became a charter city in November 1996. It is governed by a five-member City Council under the Council/Manager form of government. The Mayor is directly elected, serves a two-year term, and represents the City at many public functions; the four Council Members serve four-year terms, with two Council Members elected every two years. The Mayor and Council Members are elected at large and also serve as the Board of Directors of the Housing and Finance Authorities.

The Council appoints the City Manager, who in turn appoints the Directors of the various departments except for the City Attorney who is appointed by the Council. The Finance Director also serves as the City/Housing Authority Treasurer and the City Manager is also the Executive Director of the Housing Authority.

The City provides a range of services, which include street and infrastructure construction and maintenance; community development and planning; affordable housing programs; code compliance; recreational and cultural activities; and operations management.

The City contracts with other government agencies and private entities for specific services, including police and fire protection, library and museum services, water and sewer service, electricity service, public transit, refuse collection, and street sweeping.

The City's annual operating and capital improvement budgets are adopted by resolutions for the fiscal year that begins July 1st. Separate resolutions are adopted by the City Council and Board of Directors of the Housing and Finance Authorities.



The annual budget is the foundation for the City's financial planning and control. The budget is prepared by fund, function, department, and line item. Department Directors may transfer line item resources within a division with the approval of the City Manager. The City Manager may authorize transfers between divisions and departments.

Local Economy

According to the State of California Employment Development Department, the unadjusted unemployment rate for La Quinta was 6.5%, which was lower than unadjusted rates for Riverside County's at 7.3% and higher than the statewide average of 5.4%. Current unemployment rates are greatly impacted by lingering effects of COVID-19, particularly in the hospitality industry.

The City's dominant industries are tourism, recreation, and retail, with the following being major employers: La Quinta Resort and Club, Desert Sands Unified School District, Wal-Mart Super Center, Costco, Home Depot, Imperial Irrigation District, Lowe's Home Improvement, Target, and Traditions Golf Club.

Throughout the year La Quinta hosts a variety of multi-generational open-air events and shines in the national spotlight as the area's only PGA golf tour event in the region with the American Express Golf Tournament. The City also co-hosts Ironman 70.3 Indian Wells La Quinta, which brings over 3,000 athletes and supporters from all over the world to the Coachella Valley. The City's cultural diversity, values, unique characteristics and attributes are commemorated through artists who showcase their high-quality artwork at the annual fine art event, La Quinta Art Celebration, which is ranked number one in the United States by ArtFair Sourcebook's Top 100 Fine Art Events.

Substantially or completed projects during 2020/21 included Grocery Outlet and Los Arcos Mexican cuisine in the La Quinta Village shopping center, Lifestream and Nothing Bundt Cakes in the Washington Park Center, Café California and Arroyo's Café in Old Town La Quinta, and Nativa Silver & Crystals, Happy Tea Café, Sato's Snacks and Extra Space Storage along the Highway 111 corridor.

Long-term Financial Planning

Sound financial governance and prudent planning continues to be management's focus. The City has a long history of providing superior service, life enrichment opportunities, and a quality environment to its residents, businesses, and visitors. La Quinta has taken a

proactive approach to rising pension and public safety costs by building its reserve categories and paying down the City's pension obligations. The City also continues to collaborate with Riverside County and other regional cities on police services to identify long-term savings.

The City ensures that its long-range goals are met through a variety of Boards and Commissions. Each is comprised of Council-appointed residents, may include a City Council representative, and are supported by City staff. In addition, the City has adopted various financial policies and practices with the goal of sustaining a fiscally resilient government over the long-term, assuring fiscal sustainability, as well as increasing transparency and encouraging public engagement.

In 2020/21, the General Fund's overall fund balance increased by almost \$18.9 million when compared to the ending balance in 2019/20, mainly due to revenue increases surpassing budget projections in areas such as transient occupancy taxes and sales tax. As of June 30, 2021, all four of the City's reserve categories (Cash Flow Reserve, Natural Disaster, Economic Disaster, and Capital Replacement) are fully funded to policy targets.

In June 2021 the City Council adopted a balanced budget without the use of reserves for fiscal year 2021/22. The adopted budget had operating revenues exceeding expenses by \$62,840. The 2021/22 budget included sustained funding for essential services, such as police, fire, and maintenance of critical infrastructure.

La Quinta has cultivated a sound foundation of General Fund revenues including sales tax, transient occupancy tax, and property tax. The City was incorporated in 1982 after Proposition 13 was approved (the landmark property tax reform initiative enacted in 1978); as such, the City receives a smaller share of property tax revenue but has also secured additional property tax revenue from the County for fire and library services.

The Future

The City has a mixture of housing and commercial developments under construction. Larger residential developments underway include Carmela, Coral Mountain, Andalusia, PGA West, Tradition, Hideaway, Madison Club, and Rancho Santana and commercial developments include luxury Montage and lifestyle Pendry hotels, Pavilion Palms, and The Peak mixed use development.

Approved housing developments on the horizon include Centre at La Quinta, Palo Verde, Piazza Serena and Diamante. In addition, the City is acquiring land for potential affordable

housing developments to further the City's goals of fostering mixed-use development, affordable housing, and multi-modal transportation, and development of the Highway 111 Corridor as outline in the General Plan.

The Highway 111 Corridor Plan (Plan) continues to be a priority with daily traffic exceeding 40,000 vehicles, and accounting for nearly 80% of the City's annual sales tax revenue. The two mile-long, 400-acre regional commercial hub at the center of the City, is being evaluated to create a more connected and walkable environment through the implementation of form-based code (FBC). FBC is anticipated to reshape the corridor by adding mixed-use and infill development and incorporating ever-evolving shopping trends.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its ACFR for the fiscal year ended June 30, 2020. This was the twenty-fourth consecutive year that the City received this prestigious award. To be awarded a Certificate of Achievement, the City had to publish an easily readable and efficiently organized ACFR.

A Certificate of Achievement is valid for one year. We believe that our current ACFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

We would like to express our appreciation to the City Council and the Financial Advisory Commission for their ongoing oversight of the financial affairs of the City and their prudent fiscal, economic, and land use policy and direction. We also thank City staff with special appreciation to the Finance Department for their continued effort to provide accurate financial data and the preparation of this report.

Respectfully Submitted,



Jon McMillen, City Manager



Claudia Martinez, Finance Director

City of La Quinta

List of Principal Officers

June 30, 2021

CITY COUNCIL

Linda Evans, Mayor
Robert Radi, Mayor Pro Tem
Kathleen Fitzpatrick, Council Member
John Peña, Council Member
Steve Sanchez, Council Member

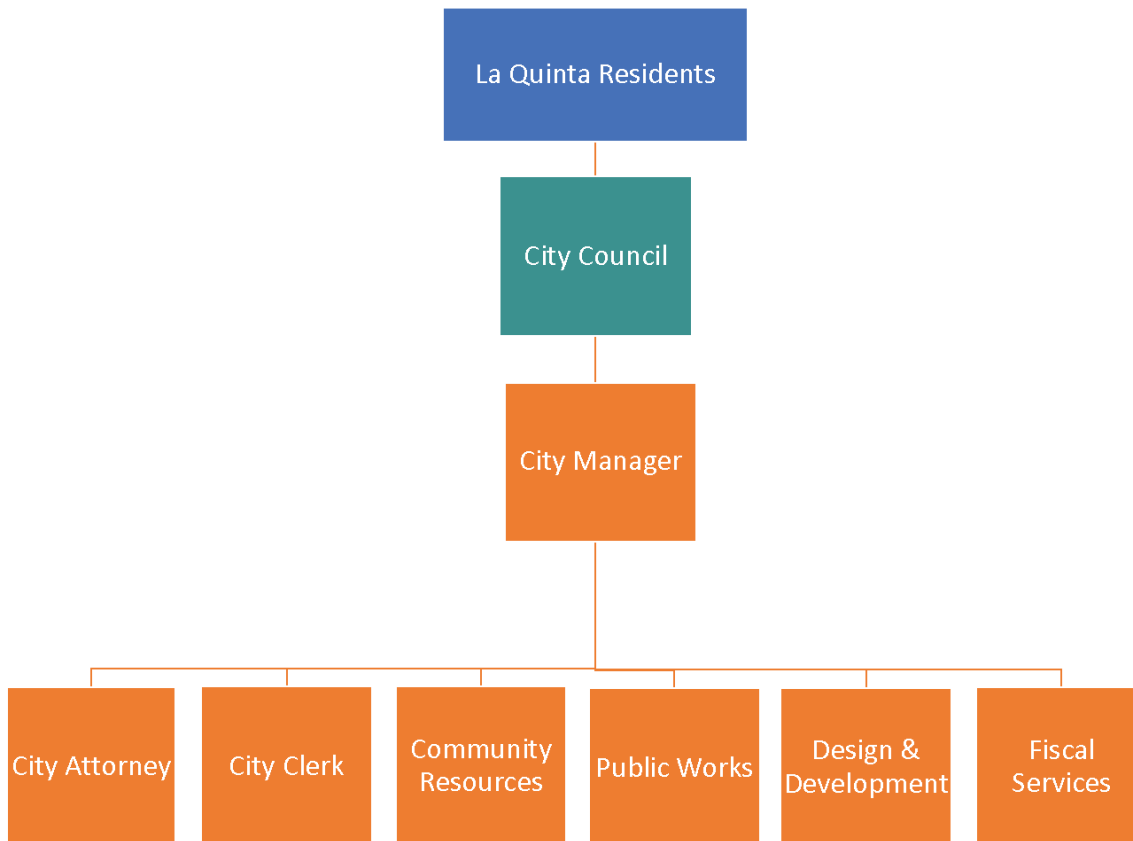
ADMINISTRATION

Jon McMillen, City Manager
Claudia Martinez, Finance Director/ City Treasurer
Christopher Escobedo, Community Resources Director
Danny Castro, Design and Development Director
Bryan McKinney, Public Works Director/ City Engineer
Gilbert Villalpando, Director (Business Unit/Housing Development)
Monika Radeva, City Clerk
William H. Ihrke, City Attorney



CITY OF LA QUINTA LA QUINTA, CALIFORNIA

ORGANIZATIONAL CHART



For listing of staffing by department and total number of employees, see Statistical Section - Full Time City Employees by Function.



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of La Quinta
California**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2020

Christopher P. Morill

Executive Director/CEO



Independent Auditor's Report

The Honorable Mayor and Members of City Council
City of La Quinta, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of La Quinta, California, (City), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of the City's proportionate share of the net pension liability, schedule of pension plan contributions, schedule of changes in the net OPEB liability/(asset) and related ratios, schedule of OPEB contributions, and the budgetary comparison schedules for the General Fund and Housing Authority special revenue fund and the related notes, as listed on the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual fund statements and schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund statements and schedules are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California
June 30, 2022

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MANAGEMENT DISCUSSION AND ANALYSIS (UNAUDITED)

This narrative provides an overview and analysis of the City of La Quinta's (City) financial activities for the fiscal year ending June 30, 2021. The City Executive Team encourages readers to consider this information in conjunction with the data provided in our transmittal letter, which is in an earlier section of this report. All amounts, unless otherwise indicated, are rounded to the nearest thousand dollars and dates are represented by fiscal year.



HIGHLIGHTS

At the close of 2020/21 (June 30, 2021):

- The total assets and deferred outflows of the City exceeded its total liabilities and deferred inflows at the close of the fiscal year 2020/21 by \$771,890,000 (*net position*). Of this amount, \$163,256,000 (*unrestricted net position*) may be used to meet ongoing obligations and approximately \$561,921,000 or 73% was invested in capital assets and is not available to meet ongoing obligations.
- Governmental activities total net position increased by \$30,605,000 and the Business-Type total net position increased by \$228,000 which is attributable to the SilverRock Golf Course.
- Governmental funds (General Fund, Housing Authority, Capital Improvement Fund, sixteen (15) non-major special revenue funds, nine (10) non-major capital projects funds, and one (1) non-major debt service fund) had a combined ending fund balance of \$185,847,000, an increase of \$21,685,000. The increase in fund balance can be attributed to taxes, including transient occupancy tax and sales tax, exceeding the original budget projections by \$12,920,000 coupled with expenditures savings from the original budget projections in the General Fund totaling \$1,464,000, proceeds from the sale of land totaling \$1,219,000, grant reimbursements for capital project costs from prior years and an extraordinary gain related to the Successor Agency loans totaling \$740,000.
- The unassigned General Fund balance comprised \$24,242,000, or 17%, of the total \$142,317,000 balance and represented 49% of total final General Fund budgeted expenses including transfers and multi-year capital projects.
- Total governmental activities long-term liabilities increased by \$951,000 from \$15,061,000 to \$16,012,000. This increase is largely attributed to an increase of \$1,044,000 in the City's net pension liability. (Note 5)

OVERVIEW

Government-Wide Financial Statements

The *government-wide financial statements* provide a broad overview of the City's finances. There are two statements – *statement of net position* and *statement of activities*, as described below.

The *statement of net position* presents information on all City assets and deferred outflows of resources as well as liabilities, and deferred inflows of resources, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event occurs giving rise to the change, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods, for example, earned but unused vacation leave.

Both of these government-wide financial statements distinguish City functions, which are principally supported by taxes, fees, and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user charges (business-type activities). Governmental activities include general government, public safety, community services, community development and public works; business-type activities include the SilverRock Golf course operations.

The government-wide financial statements include not only the City of La Quinta (known as the primary government), but also the La Quinta Financing Authority and the La Quinta Housing Authority. Although legally separate entities, they function for all practical purposes as City departments.

The government-wide financial statements are listed in the table of contents under the Financial Section of this report.

Fund Financial Statements

A fund is a grouping of related accounts and is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure compliance with finance-related legal requirements. All City's funds are aggregated into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus is narrower than the government-wide financial statements, it is useful to compare this information with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains twenty-nine (29) individual governmental funds, which are distinguished between major and non-major funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances. There are three (3) major governmental funds: the General Fund, the Housing Authority special revenue fund, and the Capital Improvement capital project fund. Data from the other twenty-six (26) governmental funds are combined into a single, aggregate presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements in the Combining and Individual Fund Statements and Schedules section of the report.

The City adopts an annual budget for its General Fund. A budgetary comparison schedule has been provided to demonstrate compliance with the adopted budget.

The basic governmental fund financial statements can be found in the table of contents under the heading Basic Financial Statements.

Proprietary Funds

Proprietary funds are broken down into enterprise and internal service funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City maintains one (1) enterprise fund to account for the SilverRock Golf Course operations, which is considered a major fund.

Internal service funds are used to allocate costs among the City's various functions. The City has four (4) internal service funds: Equipment Replacement, Information Technology, Park Equipment and Facilities, and Insurance. Because these four (4) services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements. The internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements on the Combining and Individual Fund Statements and Schedules section of the report.

The basic proprietary fund financial statements are listed in the table of contents under Proprietary Funds: Statement of Net Position, Statement of Revenues, Expenses and Changes in Fund Net Position, and Statement of Cash Flows.

[Fiduciary Funds](#)

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The City reports on two fiduciary funds: 1) the Supplemental Pension Trust fund which accounts for the Defined Contribution Pension Trust established to provide supplemental retirement benefits for employees, and (2) Successor Agency of the Former RDA Private-Purpose Trust Fund which provides for activities associated with the dissolution of the former Redevelopment Agency.

The basic fiduciary fund financial statements are listed in the table of contents under Fiduciary Funds: Statement of Net Position – Fiduciary Funds and Changes in Net Position – Fiduciary Funds.

[Notes to the Financial Statements](#)

The notes to the financial statements provide information that is essential to obtain a full understanding of the data provided in the government-wide and fund financial statements. These notes are listed in the table of contents under Notes to Financial Statements.

[Other Information](#)

In addition to the financial statements and accompanying notes, this report also presents the combining statements referred to earlier in connection with non-major governmental funds and internal service funds. The non-major governmental funds' combining statements are presented immediately following the Required Supplementary Information while the combined statements for the internal service funds is presented following the budgetary comparison schedules for the debt service funds.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources by \$771,890,000 at the close of the 2020/21, which is \$30,833,000 more than the previous year. Increases were reflected in all three categories: capital assets, restricted, and unrestricted net position for governmental activities.

The largest portion of the City's Net Position (\$561,921,000 or 73% for 2020/21 and \$549,490,000 or 74% for 2019/20) reflects investment in capital assets (e.g., land, buildings; machinery, and equipment), net of related debt. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

City of La Quinta Net Position

	Governmental Activities			Business-Type Activities			Total by Fiscal Year		
	2020	2021	% Change	2020	2021	% Change	2020	2021	% Change
Current and other assets	\$ 219,549,201	\$ 244,089,333	11%	\$ 242,326	\$ 1,000,641	313%	\$ 219,791,527	\$ 245,089,974	12%
Capital assets	509,777,422	519,203,177	2%	39,712,955	42,717,914	8%	549,490,377	561,921,091	2%
Total Assets	729,326,623	763,292,510	5%	39,955,281	43,718,555	9%	769,281,904	807,011,065	5%
Deferred outflows of resources	3,426,624	4,373,009	28%	-	-	0%	3,426,624	4,373,009	28%
Current liabilities	18,385,081	22,278,089	21%	375,426	631,891	68%	18,760,507	22,909,980	22%
Non-current liabilities	15,108,481	16,012,465	6%	-	-	0%	15,108,481	16,012,465	6%
Total Liabilities	33,493,562	38,290,554	14%	375,426	631,891	68%	33,868,988	38,922,445	15%
Deferred inflows of resources	1,062,516	572,557	-46%	-	-	0%	1,062,516	572,557	-46%
Net Position:									
Net investment in capital assets	509,777,422	519,203,177	2%	39,712,955	42,717,914	8%	549,490,377	561,921,091	2%
Restricted	46,001,248	46,711,801	2%	-	-	0%	46,001,248	46,711,801	2%
Unrestricted	142,418,499	162,887,430	14%	3,145,820	368,750	-88%	145,564,319	163,256,180	12%
Total Net Position	\$ 698,197,169	\$ 728,802,408	4%	\$ 42,858,775	\$ 43,086,664	1%	\$ 741,055,944	\$ 771,889,072	4%

An additional portion of the City's net position (\$46,712,000 or 6% in 2021 and \$46,001,000 or 7% in 2020) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position \$163,256,000 (21%) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of 2020/21, the City had positive balances in all three categories of net position for the governmental and business-type activities.

Governmental Activities

Governmental activities net position increased by \$30,605,000 accounting for a positive 4% percent change in the net position from the previous year. Key elements of these changes are as follows:

City of La Quinta Changes in Net Position

	Governmental Activities			Business-Type Activities			Total by Fiscal Year		
	2020	2021	Change	2020	2021	Change	2020	2021	Change
PROGRAM REVENUES:									
Charges for Services	\$ 3,584,923	\$ 4,705,011	\$ 1,120,088	\$ 2,746,748	\$ 3,509,096	\$ 762,348	\$ 6,331,671	\$ 8,214,107	\$ 1,882,436
Operating Grants and Contributions	7,817,482	4,413,523	(3,403,959)	-	-	-	7,817,482	4,413,523	(3,403,959)
Capital Grants and Contributions	9,613,752	15,770,048	6,156,296	-	-	-	9,613,752	15,770,048	6,156,296
GENERAL REVENUES & TRANSFERS									
Property Taxes	16,710,544	16,893,629	183,085	-	-	-	16,710,544	16,893,629	183,085
Other Taxes	30,253,291	39,178,741	8,925,450	-	-	-	30,253,291	39,178,741	8,925,450
Investment Income	5,110,358	1,427,664	(3,682,694)	9,356	13,081	3,725	5,119,714	1,440,745	(3,678,969)
Motor Vehicle In Lieu	4,290,417	4,376,455	86,038	-	-	-	4,290,417	4,376,455	86,038
Miscellaneous	1,404,143	1,457,788	53,645	-	-	-	1,404,143	1,457,788	53,645
TOTAL REVENUES	78,784,910	88,222,859	9,437,949	2,756,104	3,522,177	766,073	81,541,014	91,745,036	10,204,022
EXPENSES:									
General Government	9,877,251	8,106,209	(1,771,042)	-	-	-	9,877,251	8,106,209	(1,771,042)
Public Safety	24,009,725	24,429,310	419,585	-	-	-	24,009,725	24,429,310	419,585
Planning & Development	5,845,836	6,508,522	662,686	-	-	-	5,845,836	6,508,522	662,686
Community Services	11,362,950	6,958,234	(4,404,716)	-	-	-	11,362,950	6,958,234	(4,404,716)
Public Works	32,248,031	11,438,197	(20,809,834)	-	-	-	32,248,031	11,438,197	(20,809,834)
Interest on Long-Term Debt	98,049	42,081	(55,968)	-	-	-	98,049	42,081	(55,968)
Golf Course	-	-	-	4,148,190	4,169,286	21,096	4,148,190	4,169,286	21,096
TOTAL EXPENSES	83,441,842	57,482,553	(25,959,289)	4,148,190	4,169,286	21,096	87,590,032	61,651,839	(25,938,193)
Excess or Deficiency before Transfers & Extraordinary Items	(4,656,932)	30,740,306	35,397,238	(1,392,086)	(647,109)	744,977	(6,049,018)	30,093,197	36,142,215
TRANSFERS & EXTRAORDINARY ITEMS:									
Extraordinary Gain on Dissolution of RD	867,792	739,933	(127,859)	-	-	-	867,792	739,933	(127,859)
Transfers	(635,200)	(875,000)	(239,800)	635,200	875,000	239,800	-	-	-
Increase in Net Position	(4,424,340)	30,605,239	35,029,579	(756,886)	227,891	984,777	(5,181,226)	30,833,130	36,014,356
Net Position - Beginning	702,621,509	698,197,169	(4,424,340)	43,615,661	42,858,773	(756,888)	746,237,170	741,055,942	(5,181,228)
NET POSITION - ENDING	\$ 698,197,169	\$ 728,802,408	\$ 30,605,239	\$ 42,858,775	\$ 43,086,664	\$ 227,889	\$ 741,055,944	\$ 771,889,072	\$ 30,833,128

Governmental revenues overall increased by \$9,438,000 with the largest increase of \$8,925,000 being other taxes (transient occupancy taxes and sales tax combined) followed by an increase of \$6,156,000 in capital grants and contributions (intergovernmental reimbursements for various construction projects). These increases were offset by decreases totaling \$3,404,000 and \$3,683,000 for operating grants and contributions and investment income revenues, respectively.

- Expenses for Governmental Activities decreased by \$25,959,000 (a 31% decrease when compared to 2019/20). The \$20,810,000 decrease in Public Works reflects multiple projects in construction phase delayed due to COVID-19 during 2020/21. Other decreases in General Government and Community Services totaling \$6,176,000 were the result of budgetary reductions made in anticipation of the financial impacts of COVID-19. As noted earlier Governmental Activities include 29 individual governmental funds and include capital asset activity allocated on a percentage basis by department. Additional information on capital asset activity distribution can be found on Note 4.
- The General Fund contributed \$875,000 to the business-type activities of the golf course. Funds were utilized to support operations per the adjusted budget.

Business-Type Activities

This was the sixteenth full year of operations for the SilverRock Golf Resort since the golf course opened in 2005.

Charges for services primarily consisted of green fees which totaled \$3,509,000, \$762,000 higher than the previous year, with golf course expenses of \$4,169,000, which were \$21,000 or approximately 1% more than the previous year. Increases in revenues resulted from the golf course reopening as COVID-19 restrictions on outdoor activities were lifted by the State of California.

In 2020/21, the General Fund transferred \$875,000 to the SilverRock Golf Fund to support operations. After this transfer, the net position increased by \$228,000.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of 2020/21, the City's governmental funds reported combined ending fund as follows:

City of La Quinta Governmental Fund Balances

Category	General Fund	Percent	All Other Funds	Percent	Total Funds	Percent
Nonspendable	\$ 29,499,520	21%	\$ 1,019	0.002%	\$ 29,500,539	16%
Restricted	11,381,922	8%	46,711,801	107%	58,093,723	31%
Committed	37,209,870	26%	-	0%	37,209,870	20%
Assigned	39,983,678	28%	-	0%	39,983,678	22%
Unassigned	24,241,553	17%	(3,182,262)	-7%	21,059,291	11%
TOTAL	\$ 142,316,543	100%	\$ 43,530,558	100%	\$ 185,847,101	100%

Governmental fund balances ended the year totaling \$185,847,000, an increase of \$21,685,000 in comparison with the prior years' ending balance of \$164,163,000. These collective fund balances include the General Fund, Housing Authority, Financing Authority, Capital Improvement Fund, and various Special Revenue and Capital Improvement funds.

Nonspendable

Nonspendable fund balance totaled \$29,501,000 or 16%; this represents amounts that are not available to pay for operating expenditures because they are in the form of land and receivables.

Restricted

Restricted fund balance totaled \$58,094,000 or 31%; these amounts represent funds with external limitations on spending. Significant restrictions include: Section 115 trust of \$11,382,000 restricted for pension liabilities; Library and Museum totaling \$8,989,000 which represents property tax increment money that can only be used for library and museum services; Measure A funding of \$3,199,000 which can only be used for transportation; Economic Development funding of \$3,050,000 that can only be used for future economic development in the City; Transportation capital project fund of \$2,266,000 in developer fees that are restricted for the acquisition, construction and improvement of the City's infrastructure.

Committed

\$37,210,000 (20%) are committed fund balances which are the result of self-imposed limitations established by the City Council. The City adopted a Reserve Policy in May 2018 which established General Fund committed reserve categories including: Natural Disaster Reserve, Economic Disaster Reserve, Cash Flow Reserve, and Capital Replacement Reserve.

Assigned

Assigned funds are constrained by the City's intent to use them for specific purposes and represent a total of \$39,984,000 (22%) of the total fund balance. \$13,431,000 represents funds for approved multi-year capital projects that were not spent by the end of the year, therefore they are carried overs until the projects are completed. Available Measure G sales tax revenue ended the year at \$15,129,000 and \$11,424,000 represents funds held in trust with the County of Riverside for fire services.

Unassigned

The remaining fund balance or \$21,059,000 represents unassigned fund balances or the residual net resources after taking into consideration the other classifications. The Capital Improvement Fund accounted for \$1,377,000 of the negative \$3,182,000 balance of all other funds. The remaining negative balance was largely attributed to the Library Development Impact Fee Fund. This amount represents an advance due to the Redevelopment (RDA) Successor Agency and is included in the Successor Agency of the former RDA as a receivable.

General Fund

The General Fund is the City's chief operating fund. At the end of 2020/21, the unassigned fund balance was \$24,242,000 while total fund balance was \$142,317,000.

The General Fund balance increased by \$18,983,000 in 2020/21. Key factors were:

- A year-over-year decrease of \$1,988,000 in non-spendable is attributed the 2020/21 Redevelopment Agency loan repayment of \$2,591,000 offset by interest earnings of \$592,000 resulted in a net decrease of \$1,999,000 in Due from Other Governments. The outstanding loan balance of \$30,088,278 is recognized as 80% in the General Fund and 20% in the Housing Authority Fund.
- Restricted reserves are limited to funds held in a Section 115 Pension Trust set aside to fund the City's pension obligations. The trust was initially established in 2018/19 with \$6,540,000 and in 2020/21 additional contributions coupled with investment gains caused the trust to increase by \$1,132,000.
- Committed reserves increased by \$7,091,000. The increase resulted from an increase of \$3,460,000 in the Capital Replacement Reserves and \$4,200,000 in the Economic Disaster Reserve.
- An increase of \$7,601,000 in assigned reserves was primarily due to an increase in the Measure G sales tax reserve (\$6,392,000). Assigned to public safety represents property tax accumulated and held in trust by the County of Riverside for fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assistance (the County and City negotiated an agreement wherein the County fire service property tax revenue generated in the two former City redevelopment project areas is pledged to the City to fund the aforementioned services). This portion of assigned fund balance as of June 30, 2021 is \$11,424,000.
- Actual expenses were \$1,426,000 lower than the final budget of which \$1,209,000 was carried over into 2021/22 for continuing appropriations related to operations. Funds not being carried over are recognized as Unassigned Fund Balance in the General Fund. CIP revenue commitments totaling \$13,431,000 are reflected in assigned reserves and operational carryovers are noted in committed reserves.

Housing Authority Fund

The Housing Authority Fund is used to account for the activities of the Housing Authority; the Housing Authority invests in programs and projects that preserve and increase the supply of affordable housing in the City. The fund balance increased by \$988,000 to end the year at \$23,807,000.

Capital Improvement Fund

The Capital Improvement Fund is primarily used to record the expenditures for capital projects. The fund had thirty-eight (38) active Capital Improvement Projects budgeted during 2020/21. The five most active projects were:

- SilverRock Infrastructure Improvements (\$5,010,000)
- La Quinta Village Complete Streets (\$3,024,000)
- SilverRock Event Site (\$2,326,000)
- La Quinta X-Park (\$2,028,000)
- Washington Street at Fred Waring Street Improvements (\$1,264,000)

These projects, along with others, leveraged State or Federal grant funds or were significantly supported with Measure G sales tax revenues.

PROPRIETARY FUNDS

The City of La Quinta's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The financial activities of the City enterprise fund are addressed in the discussion of the City's business-type activities. In addition, the City has four (4) internal service funds to accumulate resources for equipment and vehicle replacement, information technology, insurance, and park equipment and facility replacement.

GENERAL FUND BUDGETARY HIGHLIGHTS

Most General Fund revenues experienced positive variances when compared to the final budget. Revenue appropriations and transfers increased by \$6,960,000 between the original (\$50,726,000) and final amended budget (\$57,686,000). The category representing the largest variances is taxes which represents 77% of all General Fund revenues. Taxes includes the three largest funding sources for the City – sales taxes \$23,324,000, property taxes \$16,894,000, and transient occupancy taxes (TOT) \$11,847,000. Combined, these top three revenues account for \$52,065,000 or 93% of all taxes.

The Extraordinary Item includes \$592,000 to record the annual former Redevelopment Agency loan repayment interest earned in 2020/21. The loan repayments are structured to pay all principal first, then interest. Each year the City records the payment received and interest earned in accordance with the State Department of Finance approved loan repayment schedule. Loan repayments are not budgeted; these funds are recognized in unassigned reserves and reduce non-spendable reserves each year. 80% of the extraordinary gain is recognized in the General Fund and 20% in the Housing Authority Fund.

Expenditure appropriations and transfers out decreased by \$37,800 between the original (\$49,118,000) and final amended budget (\$49,080,000) and was related to minor changes in estimates from the time the budget was adopted to the end of the fiscal year.

CAPITAL ASSET AND LONG TERM LIABILITIES ADMINISTRATION

Capital Assets

The City’s capital assets for its governmental and business-type activities as of June 30, 2021, were \$561,921,000 (net of accumulated depreciation). This includes land, right of way, buildings and improvements, machinery and equipment, streets and bridges, and construction in progress. The investment in capital assets increased by \$9,152,000 in 2020/21 primarily due to an increase in construction in progress and the completion of projects that began in previous years.

The following chart lists the asset categories for governmental and business-like activities net of depreciation:

City of La Quinta Capital Assets (net of depreciation)

Description	Governmental Activities		Business-Type Activities		Total By Fiscal Year	
	2020	2021	2020	2021	2020	2021
Land	\$ 66,810,841	\$ 66,901,495	\$ 39,712,955	\$ 39,712,955	\$ 106,523,796	\$ 106,614,450
Buildings & Improvements	37,098,256	34,781,617	3,127,733	2,913,188	40,225,989	37,694,805
Equipment & Furniture	1,590,589	1,580,195	151,187	91,771	1,741,776	1,671,966
Vehicles	715,710	617,648	-	-	715,710	617,648
Software	-	-	-	-	-	-
Infrastructure	378,965,718	381,409,739	-	-	378,965,718	381,409,739
Construction in Progress	24,596,308	33,912,483	-	-	24,596,308	33,912,483
TOTAL	\$509,777,422	\$519,203,177	\$ 42,991,875	\$ 42,717,914	\$552,769,297	\$561,921,091

Major capital asset events under Governmental Activities included the following:

- Recording infrastructure improvements, street improvements, street right of way, street sidewalks and curbs and gutters, traffic signals, street medians, and construction in progress.

Business-Type Activities

The Golf Course capital asset balance at June 30, 2021, was \$42,718,000, net of accumulated depreciation. The balance decrease of \$274,000 reflects accumulated depreciation expensed in 2020/21.

Additional information on the City of La Quinta’s capital assets can be found in Note 4 to the financial statements.

Long-Term Liabilities

At the end of 2020/21, the City governmental activities had total outstanding long-term liabilities of \$16,012,000, which is \$951,000 greater than the previous year. Of the total amount, \$460,000 represents capital leases and \$950,000 in employee compensated absences. The increase of \$1,044,000 in the Net Pension Liability is described in Note 8 and the obligation is not reduced by the Pension Trust balance of \$11,382,000 until funds are remitted to CalPERS.

City of La Quinta Outstanding Long-Term Liabilities

Governmental Activities				
Debt Type:	2020		2021	
Capital Leases	\$	761,790	\$	459,275
Compensated Absences		888,491		950,309
Net OPEB (Asset) Liability		(47,052)		100,570
Net Pension Liability		13,458,200		14,502,311
TOTAL	\$	15,061,429	\$	16,012,465

Additional information on long-term liabilities can be found in Note 5 of the financial statements.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the City’s finances. Questions concerning this information or requests for additional information should be addressed to the City of La Quinta, Claudia Martinez, Finance Director/City Treasurer, 78-495 Calle Tampico, La Quinta, CA, 92253, by telephone at 760-777-7055, or by email at finance@laquintaca.gov.

[CLICK HERE to Return to Agenda](#)

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City of La Quinta, California
Statement of Net Position
June 30, 2021

	Primary Government		Total
	Governmental Activities	Business-Type Activities	
Assets			
Cash and investments	\$ 159,296,943	\$ 658,182	\$ 159,955,125
Restricted cash and investments	11,381,922	-	11,381,922
Receivables			
Accounts	1,431,989	-	1,431,989
Taxes	7,054,395	-	7,054,395
Notes and loans	22,685,507	-	22,685,507
Accrued interest	4,761,626	210	4,761,836
Prepaid costs	248,188	-	248,188
Deposits	47,964	250,000	297,964
Due from other governments	31,777,147	-	31,777,147
Inventories	-	92,249	92,249
Land held for resale	5,403,652	-	5,403,652
Capital assets not being depreciated	386,671,331	39,712,955	426,384,286
Capital assets, net of depreciation	<u>132,531,846</u>	<u>3,004,959</u>	<u>135,536,805</u>
Total assets	<u>763,292,510</u>	<u>43,718,555</u>	<u>807,011,065</u>
Deferred Outflows of Resources			
Deferred amounts related to OPEB	292,929	-	292,929
Deferred amounts related to pensions	<u>4,080,080</u>	<u>-</u>	<u>4,080,080</u>
Total deferred outflows of resources	<u>4,373,009</u>	<u>-</u>	<u>4,373,009</u>
Liabilities			
Accounts payable	11,204,884	596,391	11,801,275
Accrued liabilities	436,338	-	436,338
Unearned revenue	1,450,898	-	1,450,898
Deposits payable	7,724,459	35,500	7,759,959
Due to other governments	1,461,510	-	1,461,510
Noncurrent liabilities			
Due within one year	498,576	-	498,576
Due in more than one year	<u>15,513,889</u>	<u>-</u>	<u>15,513,889</u>
Total liabilities	<u>38,290,554</u>	<u>631,891</u>	<u>38,922,445</u>
Deferred Inflows of Resources			
Deferred amounts related to OPEB	41,158	-	41,158
Deferred amounts related to pensions	<u>531,399</u>	<u>-</u>	<u>531,399</u>
Total deferred inflows of resources	<u>572,557</u>	<u>-</u>	<u>572,557</u>
Net Position			
Net investment in capital assets	519,203,177	42,717,914	561,921,091
Restricted for			
Planning and development projects	24,751,443	-	24,751,443
Public safety	931,352	-	931,352
Public works	5,196,324	-	5,196,324
Capital projects	3,018,894	-	3,018,894
Community services	12,813,788	-	12,813,788
Unrestricted	<u>162,887,430</u>	<u>368,750</u>	<u>163,256,180</u>
Total net position	<u>\$ 728,802,408</u>	<u>\$ 43,086,664</u>	<u>\$ 771,889,072</u>

City of La Quinta, California
Statement of Activities
Year Ended June 30, 2021

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants
Primary Government				
General government	\$ 8,106,209	\$ 1,541,535	\$ 28,515	\$ 4,329,434
Public safety	24,429,310	770,760	7,292	159,921
Planning and development	6,508,522	710,529	153,032	1,497,994
Community services	6,958,234	178,554	897,343	-
Public works	11,438,197	1,503,633	3,327,341	9,782,699
Interest on long-term debt	42,081	-	-	-
Total governmental activities	57,482,553	4,705,011	4,413,523	15,770,048
Business-Type Activities				
Golf Course	4,169,286	3,509,096	-	-
Total primary government	\$ 61,651,839	\$ 8,214,107	\$ 4,413,523	\$ 15,770,048

General Revenues

Taxes

Property taxes, levied for general purpose

Transient occupancy taxes

Sales taxes

Franchise taxes

Business licenses taxes

Other taxes

Motor vehicle in lieu - unrestricted

Investment income

Other

Extraordinary item

Transfers

Total General Revenues, Extraordinary
Items and Transfers

Change in Net Position

Net Position at Beginning of Year

Net Position at End of Year

City of La Quinta, California
 Statement of Activities
 Year Ended June 30, 2021

Net (Expense) Revenue and Changes in Net Position		
Primary Government		
Governmental Activities	Business-Type Activities	Total
\$ (2,206,725)	\$ -	\$ (2,206,725)
(23,491,337)	-	(23,491,337)
(4,146,967)	-	(4,146,967)
(5,882,336)	-	(5,882,336)
3,175,476	-	3,175,476
(42,081)	-	(42,081)
<u>(32,593,971)</u>	<u>-</u>	<u>(32,593,971)</u>
-	(660,190)	(660,190)
<u>(32,593,971)</u>	<u>(660,190)</u>	<u>(33,254,161)</u>
16,893,629	-	16,893,629
11,847,139	-	11,847,139
23,323,549	-	23,323,549
2,055,505	-	2,055,505
383,551	-	383,551
1,568,997	-	1,568,997
4,376,455	-	4,376,455
1,427,664	13,081	1,440,745
1,457,788	-	1,457,788
739,933	-	739,933
(875,000)	875,000	-
<u>63,199,210</u>	<u>888,081</u>	<u>64,087,291</u>
30,605,239	227,891	30,833,130
<u>698,197,169</u>	<u>42,858,773</u>	<u>741,055,942</u>
<u>\$ 728,802,408</u>	<u>\$ 43,086,664</u>	<u>\$ 771,889,072</u>

City of La Quinta, California
Balance Sheet – Governmental Funds
June 30, 2021

	General	Special Revenue Fund Housing Authority	Capital Projects Fund Capital Improvement	Other Governmental Funds	Total Governmental Funds
Assets					
Pooled cash and investments	\$ 110,782,834	\$ 15,598,797	\$ 1,809,494	\$ 21,588,356	\$ 149,779,481
Restricted cash and investments	11,381,922	-	-	-	11,381,922
Receivables					
Accounts	730,310	166,658	28,925	500,000	1,425,893
Taxes	6,384,346	-	-	670,049	7,054,395
Notes and loans	-	22,685,507	-	-	22,685,507
Accrued interest	39,782	4,709,317	-	8,718	4,757,817
Prepaid costs	25,246	-	-	1,019	26,265
Deposits	-	47,964	-	-	47,964
Due from other governments	24,189,749	6,017,655	527,974	1,041,769	31,777,147
Due from other funds	401,669	-	-	-	401,669
Land held for resale	5,403,652	-	-	-	5,403,652
Total assets	\$ 159,339,510	\$ 49,225,898	\$ 2,366,393	\$ 23,809,911	\$ 234,741,712
Liabilities, Deferred Inflows of Resources and Fund Balances					
Liabilities					
Accounts payable	\$ 8,410,697	\$ 17,910	\$ 2,331,760	\$ 349,975	\$ 11,110,342
Accrued liabilities	391,692	18,181	-	25,233	435,106
Unearned revenues	39,101	-	1,411,797	-	1,450,898
Deposits payable	7,699,783	24,676	-	-	7,724,459
Due to other governments	2,721	-	-	1,458,789	1,461,510
Due to other funds	-	26,777	-	374,892	401,669
Total liabilities	16,543,994	87,544	3,743,557	2,208,889	22,583,984
Deferred Inflows of Resources					
Unavailable revenue	478,973	25,331,654	-	500,000	26,310,627
Fund Balances					
Nonspendable					
Prepaid costs	25,246	-	-	1,019	26,265
Land held for resale	5,403,652	-	-	-	5,403,652
Due from successor agency	24,070,622	-	-	-	24,070,622
Restricted for					
Planning and development projects	-	23,806,700	-	944,743	24,751,443
Public safety	-	-	-	931,352	931,352
Community services	-	-	-	12,813,788	12,813,788
Public works	-	-	-	5,196,324	5,196,324
Capital projects	-	-	-	3,018,894	3,018,894
Section 115 trust	11,381,922	-	-	-	11,381,922
Committed to					
Natural Disaster Reserve	10,000,000	-	-	-	10,000,000
Economic Downturn Reserve	11,000,000	-	-	-	11,000,000
Cash Flow Reserve	5,000,000	-	-	-	5,000,000
Capital Replacement Reserve	10,000,000	-	-	-	10,000,000
Carryovers	1,209,870	-	-	-	1,209,870
Assigned for					
Public safety	11,423,931	-	-	-	11,423,931
Sales Tax Reserve	15,128,658	-	-	-	15,128,658
Capital projects	13,431,089	-	-	-	13,431,089
Unassigned	24,241,553	-	(1,377,164)	(1,805,098)	21,059,291
Total fund balance	142,316,543	23,806,700	(1,377,164)	21,101,022	185,847,101
Total liabilities, deferred inflows of resources and fund balances	\$ 159,339,510	\$ 49,225,898	\$ 2,366,393	\$ 23,809,911	\$ 234,741,712

City of La Quinta, California

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position

June 30, 2021

Amounts reported for governmental activities in the statement of net position are different because:

Fund balances of governmental funds		\$ 185,847,101
Capital assets net of accumulated depreciation have not been not been included as current financial resources in governmental fund activity		505,612,664
Long-term liabilities are not due and payable in the current period and therefore are not reported in the governmental funds:		
Capital lease payable	\$ (41,225)	
Compensated absences	(950,309)	
Net OPEB liability	(100,570)	
Net pension liability	<u>(14,502,311)</u>	(15,594,415)
Deferred outflows related to pensions		4,080,080
Deferred outflows related to OPEB		292,929
Deferred inflows related to pensions		(531,399)
Deferred inflows related to OPEB		(41,158)
Revenues reported as unavailable revenue in the governmental funds are recognized in the statement of activities		26,310,627
Internal service funds are used by management to charge the costs of certain activities, such as equipment management and self-insurance, to individual funds. The assets and liabilities of the internal service funds are included in governmental activities of the statement of net position		<u>22,825,979</u>
Net Position of Governmental Activities		<u><u>\$ 728,802,408</u></u>

City of La Quinta, California

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
Year Ended June 30, 2021

	General	Special Revenue Fund Housing Authority	Capital Projects Fund Capital Improvements	Other Governmental Funds	Total Governmental Funds
Revenues					
Taxes	\$ 51,515,854	\$ -	\$ -	\$ 1,977,932	\$ 53,493,786
Assessments	-	-	-	984,435	984,435
Licenses and permits	2,020,596	-	-	-	2,020,596
Intergovernmental	8,551,964	-	11,991,234	5,177,130	25,720,328
Charges for services	964,710	-	-	-	964,710
Use of money and property	1,569,149	1,048,695	-	(16,362)	2,601,482
Fines and forfeitures	779,606	-	-	-	779,606
Contributions from other agencies	-	-	-	-	-
Developer participation	-	-	171,134	1,673,531	1,844,665
Miscellaneous	642,949	1,820	-	1,011	645,780
Total revenues	66,044,828	1,050,515	12,162,368	9,797,677	89,055,388
Expenditures					
Current					
General government	8,463,130	-	-	1,100	8,464,230
Public safety	24,285,517	-	-	143,793	24,429,310
Planning and development	2,997,459	851,820	1,086,169	1,609,029	6,544,477
Community services	3,186,042	300,000	-	2,097,378	5,583,420
Public works	1,930,838	-	-	3,356,442	5,287,280
Capital outlay	440,489	-	17,764,845	14,051	18,219,385
Debt service	-	-	-	-	-
Interest and fiscal charges	-	-	-	15,133	15,133
Total expenditures	41,303,475	1,151,820	18,851,014	7,236,926	68,543,235
Excess (Deficiency) of Revenues over (under) Expenditures	24,741,353	(101,305)	(6,688,646)	2,560,751	20,512,153
Other Financing Sources (Uses)					
Proceeds from sale of land	-	1,219,485	-	-	1,219,485
Transfers in	-	-	8,976,267	1,805,000	10,781,267
Transfers out	(6,350,423)	(278,062)	-	(4,939,796)	(11,568,281)
Total other financing sources (uses)	(6,350,423)	941,423	8,976,267	(3,134,796)	432,471
Extraordinary Item					
Successor Agency loan	591,946	147,987	-	-	739,933
Net Changes in Fund Balances	18,982,876	988,105	2,287,621	(574,045)	21,684,557
Fund Balances, Beginning of Year	123,333,667	22,818,595	(3,664,785)	21,675,067	164,162,544
Fund Balances, End of Year	\$ 142,316,543	\$ 23,806,700	\$ (1,377,164)	\$ 21,101,022	\$ 185,847,101

City of La Quinta, California

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year Ended June 30, 2021

Amounts reported for governmental activities in the statement of activities are different because:

Net changes in fund balances - total governmental funds \$ 21,684,557

Governmental funds report capital projects (outlays) as expenditures. However, in the statement of activities, the costs of those assets are allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital Outlay, net of adjustments for deletions	\$ 18,060,055	
Expenditures classified in various functions are reclassified as capital additions	880,731	
Depreciation Expense, net of adjustments for deletions	(8,715,074)	10,225,712

This issuance of long-term debt liabilities provides current financial resources in the governmental funds, but issuing debt increases the long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental fund, but the repayment reduces long-term liabilities in the statement of net position.

Capital lease activity	24,713
------------------------	--------

Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. (61,818)

Governmental funds report OPEB contributions as expenditures. However, in the Statement of Activities, OPEB expense is measured as the change in OPEB liability and the amortization of deferred outflows and inflows of resources related to OPEB. This amount represents the net change in OPEB related amounts. (25,672)

Governmental funds report pension contributions as expenditures. However, in the Statement of Activities, pension expense is measured as the change in pension liability and the amortization of deferred outflows and inflows of resources related to pension. This amount represents the net change in pension related amounts. 270,283

Revenues reported as unavailable revenue in the governmental funds are recognized as operating contributions and grants in the statement of activities. (2,127,743)

Internal service funds are used by management to charge the costs of certain activities, such as equipment management and self-insurance, to individual funds. The net revenues (expenses) of the internal service funds is reported with governmental activities. 615,207

Change in net position of governmental activities \$ 30,605,239

City of La Quinta, California
Statement of Net Position – Proprietary Funds
June 30, 2021

	Business-Type Activities Enterprise Funds Golf Course	Governmental Activities Internal Service Funds
Assets		
Current		
Pooled cash and investments	\$ 658,182	\$ 9,517,462
Receivables		
Accounts	-	6,096
Accrued interest	210	3,809
Prepaid costs	-	221,923
Deposits	250,000	-
Inventories	92,249	-
Total current assets	1,000,641	9,749,290
Noncurrent		
Capital assets not being depreciated	39,712,955	5,904,644
Capital assets, net of depreciation	3,004,959	7,685,869
Total noncurrent assets	42,717,914	13,590,513
Total assets	43,718,555	23,339,803
Liabilities		
Current		
Accounts payable	596,391	94,542
Accrued liabilities	-	1,232
Deposits payable	35,500	-
Current portion of capital leases	-	227,109
Total current liabilities	631,891	322,883
Noncurrent Liabilities		
Long-term portion of capital leases	-	190,941
Total liabilities	631,891	513,824
Net Position		
Net investment in capital assets	42,717,914	13,172,463
Unrestricted	368,750	9,653,516
Total net position	\$ 43,086,664	\$ 22,825,979

City of La Quinta, California
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds
Year Ended June 30, 2021

	Business-Type Activities Enterprise Funds Golf Course	Governmental Activities - Internal Service Funds
Operating Revenues		
Sales and service charges	\$ 3,509,096	\$ 3,715,309
Operating Expenses		
Administration and general	-	236,523
Fuel and oil	-	80,734
Maintenance and parts	-	116,728
Contract services	3,763,946	495,172
Software and supplies	-	1,170,502
Depreciation expense	273,961	961,234
Other	131,379	-
Total operating expenses	4,169,286	3,060,893
Operating Loss	(660,190)	654,416
Nonoperating Revenues (Expenses)		
Interest revenue	13,081	14,503
Miscellaneous revenues	-	14,129
Interest expense	-	(26,948)
Total nonoperating revenues (expenses)	13,081	48,777
Income (Loss) Before Transfers	(647,109)	703,193
Transfers in	875,000	-
Transfers out	-	(87,986)
Total transfers	875,000	(87,986)
Changes in Net Position	227,891	615,207
Net Position, Beginning of the Year	42,858,773	22,210,772
Net Position at End of Year	\$ 43,086,664	\$ 22,825,979

City of La Quinta, California
Statement of Cash Flows – Proprietary Funds
Year Ended June 30, 2021

	Business-Type Activities- Enterprise Funds Golf Course	Governmental Activities- Internal Service Funds
Operating Activities		
Cash received from customers and users	\$ 3,507,486	\$ -
Cash received from interfund services provided	-	3,709,214
Cash payments to suppliers for goods and services	(3,623,683)	(1,984,710)
Cash payments to employees for services	-	(1)
	(116,197)	1,724,503
Net Cash from (used for) Operating Activities		
Non-Capital Financing Activities		
Cash transfers out	-	(87,986)
Cash transfers in	875,000	-
Repayment of advance from other funds	(116,541)	-
	758,459	(87,986)
Net Cash from (used for) Non-Capital Financing Activities		
Capital and Related Financing Activities		
Proceeds from capital debt	-	-
Capital contributions	-	10,130
Acquisition and construction of capital assets	-	(161,281)
Interest paid on capital debt	-	(26,944)
Capital lease	-	(277,801)
Proceeds from sales of capital assets	-	47,093
	-	(408,803)
Net Cash used for Capital and Related Financing Activities		
Investing activities		
Interest received on investments	13,700	27,803
Net Increase (Decrease) in Cash and Cash Equivalents	655,962	1,255,517
Cash and Cash Equivalents at Beginning of Year	2,220	8,261,945
Cash and Cash Equivalents at End of Year	\$ 658,182	\$ 9,517,462

City of La Quinta, California
Statement of Cash Flows – Proprietary Funds
Year Ended June 30, 2021

	<u>Business-Type Activities- Enterprise Funds Golf Course</u>	<u>Governmental Activities- Internal Service Funds</u>
Reconciliation of Operating (Loss) to Net Cash used for Operating Activities		
Operating (loss)	\$ (660,190)	\$ 654,416
Adjustments to reconcile operating income (loss) to net cash from (used for) operating activities:		
Depreciation	273,961	961,234
Changes in		
Accounts receivable	-	(6,096)
Inventories	13,567	-
Prepaid costs	-	237,178
Accounts payable	258,075	(122,089)
Accrued liabilities	<u>(1,610)</u>	<u>(140)</u>
Net Cash from (used for) Operating Activities	<u>\$ (116,197)</u>	<u>\$ 1,724,503</u>

City of La Quinta, California
 Statement of Fiduciary Net Position
 June 30, 2021

	Pension Trust Fund	Private-Purpose Trust Fund
	Supplemental Pension Plan	Successor Agency of the former RDA
Assets		
Pooled cash and investments	\$ 94,749	\$ 26,279,132
Receivables		
Notes and loans	-	1,013,494
Accrued interest	38	9,536
Prepaid asset	-	328,108
Due from other governments	-	1,458,790
Restricted assets		
Cash and investments with fiscal agent	-	1,421
Total assets	<u>94,787</u>	<u>29,090,481</u>
Deferred Outflows of Resources		
Deferred charge on refunding	-	16,891,504
Total deferred outflows of resources	<u>-</u>	<u>16,891,504</u>
Liabilities		
Accounts payable	-	8,238
Accrued interest	-	901,766
Long-term liabilities		
Due in one year	-	15,288,610
Due in more than one year	-	201,046,319
Total liabilities	<u>-</u>	<u>217,244,933</u>
Net Position (Deficit)		
Restricted for pensions	<u>\$ 94,787</u>	
Held in trust		<u><u>\$(171,262,948)</u></u>

City of La Quinta, California
Statement of Changes in Fiduciary Net Position
Year Ended June 30, 2021

	Pension Trust Fund	Private-Purpose Trust Fund
	Supplemental Pension Plan	Successor Agency of the Former RDA
Additions		
Taxes	\$ -	\$ 20,798,995
Net investment income	(246)	(156,886)
Other revenues	5,000	2,526,381
Total additions	<u>4,754</u>	<u>23,168,490</u>
Deductions		
Administrative expenses	12,833	452,932
Contractual services	-	7,536,784
Interest and fiscal charges	-	7,512,870
Land Acquisition	-	5,813,436
Total deductions	<u>12,833</u>	<u>21,316,022</u>
Extraordinary Item		
Successor Agency loan principal	-	(739,933)
Changes in Net Position	(8,079)	1,112,535
Net Position/(Deficit) - Beginning of the Year	<u>102,866</u>	<u>(172,375,483)</u>
Net Position/(Deficit) - End of the Year	<u>\$ 94,787</u>	<u>\$ (171,262,948)</u>

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Note 1 - Summary of Significant Accounting Policies**Reporting Entity**

The City of La Quinta (City) was incorporated May 1, 1982, under the general laws of the State of California. In November 1996, the City became a charter City. The City operates under the Council – Manager form of government.

The City provides many community services including public safety, highway and street maintenance, health and social services, cultural and leisure services, public improvements, planning and zoning services, and community development services.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governments. As required by generally accepted accounting principles, these financial statements present the City and its component units, which are entities for which the City is considered to be financially accountable. The City is considered to be financially accountable for an organization if the City appoints a voting majority of that organization’s governing body and the City is able to impose its will on that organization or there is a potential for that organization to provide specific financial benefits to or impose specific financial burdens on the City. The City is also considered to be financially accountable if an organization is fiscally dependent (i.e., it is unable to adopt its budget, levy taxes, set rates or charges, or issue bonded debt without approval from the City). In certain cases, other organizations are included as component units if the nature and significance of their relationship with the City are such that their exclusion would cause the City’s financial statements to be misleading or incomplete.

All of the City’s component units are considered to be blended component units. Blended component units, although legally separate entities, are, in substance, part of the City’s operations and so data from these units are reported with the interfund data of the primary government.

The following organizations are considered to be component units of the City:

City of La Quinta Public Financing Authority

The La Quinta Public Financing Authority (Financing Authority) was established pursuant to a Joint Exercise of Powers Agreement dated November 19, 1991, between the City and the Former Redevelopment Agency (now Successor Agency). The purpose of the Financing Authority is to provide financing necessary for the construction of various public improvements through the issuance of debt. Although the Financing Authority is legally separate, it is reported as if it were part of the City because the City Council also serves as the governing board of the Financing Authority and the management of the City has operational responsibility for the Financing Authority. The activities of the Financing Authority are recorded in the debt service fund. Separate financial statements of the Financing Authority are not prepared.

City of La Quinta Housing Authority

The La Quinta Housing Authority (Housing Authority) was established pursuant to California Housing Authorities Law (Health and Safety Code Sections 34200 et seq.) on September 15, 2009. The purpose of the Housing Authority is to provide safe and sanitary housing opportunities for La Quinta residents. Although the Housing Authority is legally separate, it is reported as if it were part of the City because the City Council also serves as the governing board of the Housing Authority and the management of the City has operational responsibility for the Housing Authority. The activities of the Housing Authority are recorded in the Housing Authority Special Revenue Fund. Separate financial statements of the Housing Authority are not prepared.

Government-Wide and Fund Financial Statements

The basic financial statements of the City are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include charges for services, special assessments, and payments made by parties outside of the reporting City's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program. Taxes and other items not properly included among program revenues are reported instead as general revenues. Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as expenditures. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as other financing sources. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as expenditures.

Fund Financial Statements

The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the governmental, proprietary, and fiduciary funds are presented after the government-wide financial statements. These statements display information about major funds individually and nonmajor funds in the aggregate for governmental and proprietary funds. Fiduciary statements include financial information for fiduciary funds. Fiduciary funds of the city primarily represent assets held by the City in a custodial capacity for other individuals or organizations.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds and internal service funds, while business-type activities incorporate data from the government's enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the related cash flows. Property taxes are recognized in the year they are levied. Grants and similar items are recognized as soon as all eligibility requirements imposed by the providers are met.

Governmental Funds

In the fund financial statements, governmental funds are presented using the *modified-accrual basis of accounting*. Their revenues are recognized when they become *measurable and available* as net current assets. *Measurable* means that the amounts can be estimated, or otherwise determined. *Available* means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period. The City uses a 60-day availability period.

Revenue recognition is subject to the measurable and *availability* criteria for the governmental funds in the fund financial statements. *Exchange transactions* are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). *Locally imposed delivered tax revenues* are recognized as revenues in the period in which the underlying exchange transaction on which they are based takes place. Imposed nonexchange transactions are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. *Government-mandated and voluntary non-exchange transactions* are recognized as revenues when all applicable eligibility requirements have been met.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

In the fund financial statements, governmental funds are presented using the *current financial resources measurement focus*. This means that only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are generally included on their balance sheets. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses). Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Noncurrent portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. Special reporting treatments are used to indicate, however, that they should not be considered “available spendable resources”, since they do not represent net current assets. Recognition of governmental fund type revenues represented by noncurrent receivables are deferred until they become current receivables. Noncurrent portions of other long-term receivables are offset by fund balance reserve accounts.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by noncurrent liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as *expenditures* in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as *other financing sources* rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

Proprietary Funds

The City’s enterprise and internal service funds are proprietary funds. In the fund financial statements, proprietary funds are presented using the *accrual basis of accounting*. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, proprietary funds are presented using the economic resources measurement focus. This means that all assets, all deferred outflows of resources, all liabilities, and all deferred inflows of resources (whether current or noncurrent) associated with their activity are included on their balance sheets. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

Amounts paid to acquire capital assets are capitalized as assets in the proprietary fund financial statements, rather than reported as expenditures. Proceeds of long-term debt are recorded as a liability in the proprietary fund financial statements, rather than as another financing source. Amounts paid to reduce long-term indebtedness of the proprietary funds are reported as a reduction of the related liability, rather than as expenditures.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Enterprise Funds are charges to customers for sales and services.

Operating expenses for Enterprise Funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Fiduciary Funds

The pension and private-purpose trust funds are reported using the *economic resources measurement focus* and the *accrual basis of accounting*.

Major Funds, Internal Service Funds and Fiduciary Fund Types

The City's major governmental funds are as follows:

General Fund – This fund is the primary fund of the City and is used to account for all revenue and expenditures of the City not legally restricted as to use. A broad range of municipal activities are provided through this fund including City Manager, City Attorney, Finance, City Clerk, Community Development, Police Services, Public Works, and Community Services.

Housing Authority – This fund accounts for the combined housing activities of the Housing Authority in Project Areas 1 and 2 which promotes and provides for quality housing. Revenues will be provided from the receipts and collections of rents, notes and loans. All monies in the Housing Authority must be used in accordance with the applicable housing-related provisions of the California Housing Authorities Law.

Capital Improvement Fund – This capital projects fund is used to account for the planning, design and construction of various capital projects throughout the City.

The City's major proprietary fund is as follows:

Golf Course – This fund accounts for the activities of the SilverRock Golf Resort.

Other fund types of the City are as follows:

Special Revenue Funds – These funds account for the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects.

Capital Projects Funds – These funds account for financial resources that are restricted, committed, or assigned to expenditures for capital outlay.

Debt Service Fund – This fund accounts for the servicing of long-term debt.

Internal Service Funds:

Equipment Replacement Fund – This fund accounts for equipment and vehicle maintenance and replacement services provided to other departments on a cost-reimbursement basis.

Information Technology Fund – This fund is used to account for the acquisition for computer equipment, maintenance, and services to support information systems within the City. Costs are reimbursed by the benefiting departments.

Park Equipment and Facilities Fund – This fund is used to account for the purchase and replacement of City owned and operated park equipment and facilities. Costs are reimbursed by the benefiting departments.

Insurance Fund – This fund accounts for City-wide insurances: liability, property, earthquake, workers compensation and risk management. Expenses are shared among departments on an allocation basis.

Fiduciary Funds:

Pension Trust Fund – This fund accounts for the activities of the Supplemental Pension Savings Plan, which accumulates resources for pension benefit payments to qualified government employees.

Private-Purpose Trust Fund – This fund accounts for the assets and liabilities of the Successor Agency to the Former Redevelopment Agency and its allocated revenue to pay estimated installment payments of enforceable obligations until obligations of the Former Agency are paid in full and assets have been liquidated.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

Cash and Investments

For financial reporting purposes, investments are adjusted to their fair value. Changes in fair value that occur during a fiscal year are recognized as investment income reported for that fiscal year. Investment income includes interest earnings, changes in fair value, and any gains or losses realized upon the liquidation or sale of investments.

The City pools cash and investments of all funds, except for assets held within the Section 115 trust and amounts held by fiscal agents. Each fund's share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned by the pooled investments is allocated to the various funds based on each fund's month end cash and investment balance.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Cash equivalents also represent the proprietary fund's share in the City's cash and investment pool. Cash equivalents have an original maturity date of three months or less from the date of purchase. For purposes of the statement of cash flows, the entire balance of cash and investments on the combined balance sheet for the proprietary funds is considered cash and cash equivalents.

Restricted Section 115 Trust Cash and Investments

All assets in the Section 115 Trust are irrevocably dedicated to funding obligations of the City’s pension beneficiaries, other post-employment beneficiaries or costs of administering the Trust. The funds are not considered plan assets of either the pension plan or OPEB plan and are therefore considered restricted assets of the City.

Inventory

Inventory is valued at cost using the first in/first out (FIFO) method. The City uses the consumption method of accounting for inventories.

Prepaid Costs

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The City utilizes the consumption method, in which prepaid items are accounted for in the period that the benefit was received.

Capital Assets

Capital assets (including infrastructure) are recorded at cost where historical records are available and at an estimated historical cost where no historical records exist. Contributed capital assets are valued at their acquisition value at the date of the contribution. Generally, capital asset purchases in excess of \$5,000 are capitalized if they have an expected useful life of three years or more.

Capital Assets include public domain (infrastructure) consisting of certain improvements including roads, streets, sidewalks, medians, and storm drains.

Capital assets used in operations are depreciated over their estimated useful lives using the straight-line method in the government-wide financial statements and in the fund financial statements of the proprietary funds. Depreciation is charged as an expense against operations and accumulated depreciation is reported on the respective balance sheet.

The following schedule summarizes capital asset useful lives:

Building and improvements	10-30 years
Equipment and furniture	3-20 years
Vehicles	5-10 years
Infrastructure	10-50 years
Software	5-10 years

Property Taxes

Under California law, property taxes are assessed and collected by the counties up to 1 percent of assessed value, plus other increases approved by the voters. The property taxes are recorded initially in a pool, and are then allocated to the cities based on complex formulas. Accordingly, the City of La Quinta accrues only those taxes that are received from the County within sixty days after year-end.

Lien date	January 1
Levy date	July 1
Due dates	November 1 and February 1
Collection dates	December 10 and April 10

Deferred Outflows/Inflows of Resources

In addition to assets, the statements of net position and the governmental fund balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Governmental activities recorded deferred outflows of resources related to pensions and other post-employment benefits. See Notes 8 and 9 for more information about deferred outflows of pensions and post-employment benefits, respectively. The Private Purpose Trust Fund- Successor Agency of the former RDA recorded deferred outflows of resources related to debt refundings. See Note 17 for more information on the deferred outflows of resources related to debt refundings.

In addition to liabilities, the statements of net position and governmental fund balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has reported items on the governmental fund balance sheet as unavailable revenues that were not received within the City’s availability period. Additionally, governmental activities recorded deferred inflows of resources related to pensions and OPEB. See Notes 8 and 9 for more information about deferred inflows of pensions and post-employment benefits, respectively.

Compensated Absences

Vacation and sick time is vested on a percentage based on number of years employed at the City. Maximum accumulation of sick and vacation is 40 and 60 days, respectively.

Upon termination or retirement, permanent employees are entitled to receive compensation at their current base salary for all unused vacation leave. If an employee terminates with a minimum of two years’ service, the employee is entitled to receive 25 percent of the value of his unused sick leave. The percentage increases by 25 percent for each five-year period until the employee is entitled to 100 percent of the value of their unused sick leave. This will occur upon the completion of twenty years of continuous employment. The General Fund resources are used to pay for the accumulated benefits to employees.

Long-Term Obligations

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Fund Balance

In the fund financial statements, governmental funds report the following fund balance classifications:

Nonspendable includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted includes amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City's highest authority, the City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is by a resolution.

Assigned includes amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed. City Council is authorized to assign amounts to a specific purpose. The City Council authorizes assigned amounts for specific purposes pursuant to the policy-making powers granted through a resolution.

Unassigned includes the residual amounts that have not been restricted, committed, or assigned to specific purposes. The general fund is the only fund that reports a positive unassigned fund balance.

Fund Balance Flow Assumptions – governmental fund financial statements

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied.

It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Net Position Flow Assumption – government-wide and proprietary fund financial statements

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and deferred outflows/inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

New Accounting Pronouncements

Adopted in the Current Year

GASB Statement No. 84 – In January 2017, GASB issued Statement No. 84, *Fiduciary Activities*. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement is effective for reporting periods beginning after December 15, 2019. The City has implemented this Statement effective July 1, 2020.

GASB Statement No. 90 – In September 2018, the GASB issued Statement No. 90, *Majority Equity Interests, An Amendment of GASB Statements No. 14 and No. 61*. The objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. The Statement is effective for reporting periods beginning after December 15, 2019. The City has implemented this Statement effective July 1, 2020.

GASB Statement No. 98 – In October 2021, the GASB issued Statement No. 98, *The Annual Comprehensive Financial Report*. The statement establishes the term annual comprehensive financial report and its acronym ACFR. The new term and acronym replaces instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. The City implemented this statement effective July 1, 2020.

Effective in Future Fiscal Years

The City is currently evaluating the potential impact of the following issued, but not yet effective, accounting standards.

GASB Statement No. 87 – In June 2017, GASB issued Statement No. 87, *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases; enhancing the comparability of financial statements between governments; and also enhancing the relevance, reliability (representational faithfulness), and consistency of information about the leasing activities of governments. This Statement is effective for reporting periods beginning after June 15, 2021, or FY 2021/2022. The City has not determined the effect on the financial statements.

GASB Statement No. 89 – In June 2018, the GASB issued Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*. The objectives of this Statement are (a) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (b) to simplify accounting for certain interest costs. This Statement is effective for reporting periods beginning after December 15, 2020, or FY 2021/2022. The City has not determined the effect on the financial statements.

GASB Statement No. 91 – In May 2019, the GASB issued Statement No. 91, *Conduit Debt Obligations*. The objective of this Statement is to provide a single method of reporting conduit debt obligations by issues and eliminate diversity in practice. The Statement is effective for reporting periods beginning after December 15, 2021, or FY 2022/2023. The City has not determined the effect on the financial statements.

GASB Statement No. 92 – In January 2020, the GASB issued Statement No. 92, *Omnibus 2020*. The objectives of this Statement are to enhance comparability in accounting and financial reporting to improve the consistency of authoritative literature by addressing practices issues that have been identified during implementation and application of certain GASB Statements. The Statement is effective for reporting periods beginning after June 15, 2021, or FY 2021/2022. The City has not determined the effect on the financial statements.

GASB Statement No. 93 – In March 2020, the GASB issued Statement No. 93, *Replacement of Interbank Offered Rates*. The objective of this Statement is to address the accounting and financial reporting implications that result from the replacement of an IBOR. The Statement is effective for reporting periods beginning after June 15, 2021, or FY 2021/2022. The City has not determined the effect on the financial statements.

GASB Statement No. 94 – In March 2020, the GASB issued Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). The Statement is effective for reporting periods beginning after June 15, 2022, or FY 2022/2023. The City has not determined the effect on the financial statements.

GASB Statement No. 96 – In May 2020, the GASB issued Statement No. 96, *Subscription-based Information Technology Arrangements*. The objective of this Statement is to provide guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). The Statement is effective for reporting periods beginning after June 15, 2022, or FY 2022/2023. The City has not determined the effect on the financial statements.

GASB Statement No. 97 – In June 2020, the GASB issued Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – An Amendment of GASB Statement No.14 and No.84 and A Supersession of GASB Statement No.32*. The objective of this Statement is (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. The Statement is effective for reporting periods beginning after June 15, 2021, or FY 2021/2022. The City has not determined the effect on the financial statements.

Note 2 - Cash and Investments

Cash and investments as of June 30, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position	
Cash and investments	\$ 159,955,125
Restricted cash and investments	11,381,922
Statement of Fiduciary Net Position	
Cash and investments	26,373,881
Cash and investments with fiscal agent	1,421
	<u>197,712,349</u>
Total cash and investments	<u>\$ 197,712,349</u>

Cash and investment as of June 30, 2021, consist of the following:

Cash on hand	\$ 3,300
Deposits with financial institutions	15,809,663
Investments	181,899,386
	<u>197,712,349</u>
Total cash and investments	<u>\$ 197,712,349</u>

Investments Authorized by the California Government Code and the City’s Investment Policy

The table below identifies the investment types that are authorized by the California Government Code and the City’s investment policy. The table also identifies certain provisions of the California Government Code (or the City’s investment policy, if more restrictive) that address interest rate risk, credit risk, and concentration of credit risk.

This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City’s investment policy.

Investment Types	Maximum Maturity	Maximum Percentage Allowed	Maximum Investment in One Issuer
U.S. Treasury Obligations	5 years	N/A	N/A
U.S. Agency Securities	5 years	N/A	20 million
Local Agency Bonds	5 years	N/A	N/A
California Local Agency Obligations	5 years	N/A	N/A
Commercial Paper	270 days	25%	10% of any outstanding issue
Certificates of Deposit	5 years	30%	250,000
Negotiable Certificates of Deposits	5 years	30%	250,000
Corporate Notes	5 years	30%	5 million
Investment Pools (Riverside County Pool)	N/A	N/A	N/A
Money Market Mutual Funds	N/A	20%	10% of City funds
Local Agency Investment Fund (LAIF)	N/A	N/A	LAIF Limit
Investment Agreements	92 days	20%	N/A

Investments Authorized by the City Section 115 Trust

Investments of the Trust are governed by the provisions of the City of La Quinta Section 115 Trust Agreement, rather than the general provisions of the California Government Code or the City’s investment policy. Investments authorized for funds held in the Section 115 Trust include Equity and Fixed Income Mutual Funds. The strategic range allowed for Equity and Fixed Income Mutual Funds is 20%-40% and 500%-80%, respectively. There are no limitations on the maximum amount that can be invested in one issuer or the maximum maturity of an investments.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

City of La Quinta, California

Notes to Financial Statements

June 30, 2021

One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of short term and long term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

Investment Type	Total	Remaining Maturity (in Years)		
		1 year Or Less	1 to 3 years	3 to 5 years
Certificates of Deposit	\$ 32,746,450	\$ 6,671,184	\$ 16,186,603	\$ 9,888,663
Federal agency securities				
Federal Farm Credit Bank	8,435,920	1,002,750	4,361,565	3,071,605
Federal National Mortgage Association	5,501,570	-	1,014,380	4,487,190
Federal Home Loan Mortgage Corp	3,952,934	-	-	3,952,934
Federal Home Loan Bank	4,293,225	-	528,180	3,765,045
U.S. Treasury Notes	10,000,895	2,515,145	1,022,850	6,462,900
Corporate Notes	2,940,984	1,006,425	1,441,054	493,505
Local Agency Investment Fund	77,517,066	77,517,066	-	-
CAMP	13,854,441	13,854,441	-	-
Riverside County Pool	11,423,931	11,423,931	-	-
Section 115 Trust				
Equity Mutual Funds	3,677,129	3,677,129	-	-
Fixed Income Mutual Funds	7,553,420	7,553,420	-	-
Held by Fiscal Agent				
Money Market Mutual Funds	1,421	1,421	-	-
Total	\$ 181,899,386	\$ 125,222,912	\$ 24,554,632	\$ 32,121,842

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's investment policy limits investments in commercial paper and money market mutual funds to those rated the highest rating as rated by Moody's or Standard and Poor's (S&P). Presented below are the S&P ratings as of year-end:

Investment Type	Total	AAA	AA+	AA	AA-
Federal Agency Securities	\$ 22,183,649	\$ -	\$ 22,183,649	\$ -	\$ -
Corporate Notes	2,940,984	906,449	500,040	514,540	1,019,955
CAMP	13,854,441	13,854,441	-	-	-
Total	38,979,074	\$ 14,760,890	\$ 22,683,689	\$ 514,540	\$ 1,019,955
<i>Exempt from Credit Risk disclosure:</i>					
U.S. Treasury Notes	10,000,895				
<i>Not rated:</i>					
Certificates of Deposit	32,746,450				
Local Agency Investment Pool	77,517,066				
Riverside County Pool	11,423,931				
Section 115 Trust:					
Equity Mutual Funds	3,677,129				
Fixed Income Mutual Funds	7,553,420				
Held by Fiscal Agent:					
Money Market Mutual Funds	1,421				
Total investments	\$ 181,899,386				

Concentration of Credit Risk

Investments in any one issuer that represent 5 percent or more of total City's investments are as follows:

Issuer	Investment Type	Reported Amount	Percent of Portfolio
Federal Farm Credit Bank	Federal Agency Securities	\$ 8,435,920	5%

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City utilizes delivery versus payment for investment purchases, which requires investments to be received prior to delivery of cash payment. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the

following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits, or by letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured public deposits.

As a public funds depository Wells Fargo and Bank of the West maintains a public funds deposit collateralization program that is designed to comply with all applicable statutes and regulations governing public funds deposits, including pledge and perfection of collateral. Accounts holding public funds are labeled as such and trigger collateralization. Collateral needs are met based on the prior day close of business. However, same-day collateral requests may be accommodated upon request.

Investment in Riverside County Pool

The City is a voluntary participant in the Riverside County Pooled Investment Fund that is regulated by California Government Code Section 53646 and managed by the Riverside County Treasurer. The City's investment in this pool is reported in the accompanying financial statements of net position and prepared using the accrual basis of accounting. Investments are reported at fair value. The balance available for withdrawal is based on the accounting records maintained by the County. The Riverside County Pooled Investment Fund is not registered with the Securities and Exchange Commission and is not rated.

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relations to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Deposits and withdrawals are made on the basis of \$1 and not fair value. Accordingly, the City's measurement of fair value of its investment with LAIF is based on uncategorized inputs, not defined as a level 1, level 2, or level 3 input. LAIF is not registered with the Securities and Exchange Commission and is not rated.

Investment in California Asset Management Program

The City is a voluntary participant in the California Asset Management Program (CAMP) that is regulated by the California Government Code Section 53601 (p) and managed by a Board of Trustees comprised of finance directors and treasurers of California public agencies that are members of the Joint Powers Authority. The City's investment in this pool is reported in the accompanying financial statements of net position and prepared using the accrual basis of accounting. Investments are reported at fair value. The balance available for withdrawal is based on the accounting records maintained by CAMP. CAMP is not registered with the Securities and Exchange Commission.

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments categorized as Level 2 are valued using the market approach and quoted market prices.

The City has the following recurring fair value measurements as of June 30, 2021:

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>
Investments			
U.S. Treasury Notes	\$ 10,000,895	\$ 10,000,895	\$ -
Federal Agency Securities	22,183,649	-	22,183,649
Corporate Notes	2,940,984	-	2,940,984
Certificates of Deposit	32,746,450	-	32,746,450
Section 115 Trust			
Equity Mutual Funds	3,677,129	3,677,129	-
Fixed Income Mutual Funds	7,553,420	7,553,420	-
	<u>79,102,527</u>	<u>\$ 13,678,024</u>	<u>\$ 57,871,083</u>
Investments with uncategorized inputs			
Local Agency Investment Fund	77,517,066		
CAMP	13,854,441		
Riverside County Pool	11,423,931		
Held by Fiscal Agent			
Money Market Mutual Funds	<u>1,421</u>		
	<u>\$ 181,899,386</u>		

Note 3 - Notes Receivable

In September 1994, the former redevelopment agency sold certain real property to LINC Housing for \$2,112,847. The property was used to construct single-family homes and rental units to increase the City's supply of low and moderate income housing. The note bears interest at 6 percent per annum and is due in full on June 15, 2029. On February 1, 2012, this receivable was transferred to the Housing Authority, which took over the housing function of the former redevelopment agency upon dissolution. As of June 30, 2021, the outstanding principal balance is \$2,035,388 and the outstanding interest is \$3,132,282.

In February 2011, the former redevelopment agency entered into Disposition and Development Agreement with Coral Mountain Partners L.P. ("Coral Mountain") to fund up to \$29,000,000 for the construction of a low and moderate income apartment complex with an estimated completion date of the apartment complex of March 2014. The former redevelopment agency's \$29,000,000 loan is evidenced by a Promissory Note executed by Coral Mountain ("Note"). Interest on the outstanding note amount will bear simple interest of 1 percent.

Principal and interest will be repaid on or before May 1st of each year from annual residual receipts as defined in the Note once the project is completed and may be repaid early if the property is refinanced, or if the property is transferred to another entity. On February 1, 2012, this receivable was transferred to the Housing Authority which took over the housing function of the former redevelopment agency upon dissolution. As of June 30, 2021, the outstanding principal balance is \$20,628,343 and the outstanding interest balance is \$1,571,029.

Other notes receivable as of February 1, 2012, included in the Housing Authority which took over the housing function of the former redevelopment agency upon dissolution totaled \$21,776 at June 30, 2021.

Note 4 - Capital Assets

Capital asset activity for governmental activities for the year ended June 30, 2021, is as follows:

	Balance at July 01, 2020	Additions	Deletions	Transfers	Balance at June 30, 2021
Governmental activities					
Capital assets, not being depreciated					
Land	\$ 66,810,841	\$ -	\$ 1,249,239	\$ 1,339,893	66,901,495
Right of way	285,857,353	-	-	-	285,857,353
Construction-in-progress	24,596,308	19,406,067	264,206	(9,825,686)	33,912,483
Total capital assets, not being depreciated	<u>377,264,502</u>	<u>19,406,067</u>	<u>1,513,445</u>	<u>(8,485,793)</u>	<u>386,671,331</u>
Capital assets, being depreciated					
Buildings and improvements	74,501,368	-	-	239,074	74,740,442
Equipment and furniture	4,251,642	301,909	93,818	-	4,459,733
Vehicles	1,707,414	105,628	65,512	-	1,747,530
Infrastructure	227,891,159	-	-	8,246,719	236,137,878
Total capital assets, being depreciated	<u>308,351,583</u>	<u>407,537</u>	<u>159,330</u>	<u>8,485,793</u>	<u>317,085,583</u>
Less accumulated depreciation for					
Buildings and improvements	37,403,112	2,555,713	-	-	39,958,825
Equipment and furniture	2,661,053	352,866	134,381	-	2,879,538
Vehicles	991,704	177,730	39,552	-	1,129,882
Infrastructure	134,782,794	5,802,698	-	-	140,585,492
Total accumulated depreciator	<u>175,838,663</u>	<u>8,889,007</u>	<u>173,933</u>	<u>-</u>	<u>184,553,737</u>
Total capital assets, being depreciated, net	<u>132,512,920</u>	<u>(8,481,470)</u>	<u>(14,603)</u>	<u>8,485,793</u>	<u>132,531,846</u>
Governmental activities capital assets, net	<u>\$ 509,777,422</u>	<u>\$ 10,924,597</u>	<u>\$ 1,498,842</u>	<u>\$ -</u>	<u>519,203,177</u>

City of La Quinta, California
Notes to Financial Statements
June 30, 2021

Depreciation expense was charged to the following functions in the Statement of Activities:

General governments	\$	370,469
Planning & development		24,630
Community services		1,410,739
Public works		6,121,935
Internal service funds		961,234
		<u>8,889,007</u>
	\$	<u>8,889,007</u>

Capital asset activity for business-type activities for the year ended June 30, 2021, is as follows:

	Balance at July 01, 2020	Additions	Deletions	Balance at June 30, 2021
Business-Type activities				
Capital assets, not being depreciated				
Land	\$ 39,712,955	\$ -	\$ -	\$ 39,712,955
Capital assets, being depreciated				
Buildings and improvements	6,636,465	-	-	6,636,465
Equipment and furniture	1,621,723	-	-	1,621,723
Software	20,255	-	-	20,255
Total capital assets, being depreciated	<u>8,278,443</u>	<u>-</u>	<u>-</u>	<u>8,278,443</u>
Less accumulated depreciation for				
Buildings and improvements	3,508,732	214,545	-	3,723,277
Equipment and furniture	1,470,536	59,416	-	1,529,952
Software	20,255	-	-	20,255
Total accumulated depreciation	<u>4,999,523</u>	<u>273,961</u>	<u>-</u>	<u>5,273,484</u>
Total capital assets, being depreciated, net	<u>3,278,920</u>	<u>(273,961)</u>	<u>-</u>	<u>3,004,959</u>
Business-type activities capital assets, net	<u>\$ 42,991,875</u>	<u>\$ (273,961)</u>	<u>\$ -</u>	<u>\$ 42,717,914</u>

Depreciation expense was charged to the following functions in the Statement of Activities:

Golf Course	\$	<u>273,961</u>
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Note 5 - Changes in Long-Term Liabilities – Governmental Activities

Changes in Long-Term Liabilities

The following is a summary of changes in governmental long-term liabilities of the City for the fiscal year ended June 30, 2021:

	Balance at July 01, 2020	Additions	Deletions	Balance June 30, 2021	Due within One year
Governmental Activities					
Compensated absences payable	\$ 888,491	\$ 950,309	\$ 888,491	\$ 950,309	\$ 252,322
Copier lease payable	65,938	-	24,713	41,225	19,145
Fleet vehicle lease	533,174	-	210,381	322,793	182,254
Public works building lease	45,073	-	33,819	11,254	11,254
Intelesysone phone system	117,605	-	33,602	84,003	33,601
Net OPEB (asset)/liability	(47,052)	147,622	-	100,570	-
Net pension liability	13,458,200	1,044,111	-	14,502,311	-
	<u>\$ 15,061,429</u>	<u>\$ 2,142,042</u>	<u>\$ 1,191,006</u>	<u>\$ 16,012,465</u>	<u>\$ 498,576</u>

Compensated absences, the net OPEB liability, and the net pension liability have been typically liquidated from the General Fund. A description of the City's net pension liability is detailed at Note 8. A description of the City's net OPEB (asset)/liability is detailed at Note 10.

Copier Leases Payable

In June 2013, the City entered into a 5-year lease agreement for photocopiers for \$71,045 maturing in monthly increments of \$1,456, with interest payable monthly at 8.47 percent. This lease agreement qualifies as a capital lease for accounting purposes and therefore, has been recorded at the present value of the future minimum lease payments at the inception date.

On April 1, 2015, the City leased an additional copier for \$9,000 maturing in monthly increments of \$1,728, with interest payable monthly at 8.47 percent.

On July 1, 2018, the City leased additional copiers for \$85,428 maturing in monthly increments of \$1,794, with interest payable monthly at 9.5 percent.

The minimum future lease obligations and the net present value of the lease payments as of June 30, 2021, are as follows:

<u>Year Ending June 30,</u>	<u>Total</u>
2022	\$ 22,208
2023	21,528
2024	<u>3,560</u>
Total Payments	47,296
Less amount representing interest	<u>(6,071)</u>
Outstanding Principal	<u><u>\$ 41,225</u></u>

Fleet Vehicle Lease

In January of 2017 the City entered into a vehicle lease agreement with Enterprise Fleet Management with the goal of replacing all light duty vehicles. Pool vehicles are also included in the replacement program and are utilized by multiple departments. In fiscal year 2016-17, 16 vehicles were replaced with five-year leases ranging from \$22,453 to \$35,578. In fiscal year 2017-18, 11 vehicles were replaced with five-year leases ranging from \$26,926 to \$42,233. In fiscal year 2018-19, an additional six vehicles were replaced with five-year leases ranging from \$22,460 to \$35,103 for a total of 33 vehicles. In fiscal year 2019-20, one additional vehicle was replaced with a five-year lease for \$28,172. This lease agreement qualifies as a capital lease for accounting purposes and therefore, has been recorded at the present value of the future minimum lease payment at the inception date. The minimum future lease obligations and the net present value of the lease payments as of June 30, 2021, are as follows:

<u>Year Ending June 30,</u>	<u>Total</u>
2022	\$ 182,254
2023	115,393
2024	<u>25,146</u>
Outstanding Principal	<u><u>\$ 322,793</u></u>

Public Works Building Lease

In September of 2019, the City entered into a two year lease agreement with Pacific Mobile Structures for a new public works trailer while the Corporate Yard improvements are underway. As this time the Public Works maintenance trailer was 32 years old and had exceeded its useful life. The minimum future lease obligations and the net present value of the lease payments as of June 30, 2021 are as follows:

<u>Year Ending June 30,</u>	<u>Total</u>
2022	<u>\$ 11,254</u>
Outstanding Principal	<u><u>\$ 11,254</u></u>

Inteleysone Phone System

In January 2019, the City entered into a five year lease agreement with Inteleysone for a new phone system to replace the City’s unified communications and VoIP phone systems, which was installed in 2007, and was at the end of its support lifecycle, and its hardware was no longer supported. The minimum future lease obligations and the net present value of the lease payments as of June 30, 2021 are as follows:

<u>Year Ending June 30,</u>	<u>Total</u>
2022	\$ 33,601
2023	33,601
2024	<u>16,801</u>
Outstanding Principal	<u>\$ 84,003</u>

Note 6 - Interfund Receivables and Payables

The composition of current interfund receivable and payable balances is as follows:

<u>Due from Other Funds</u>	<u>Due to Other Funds</u>		
	<u>Housing Authority Fund</u>	<u>Non-Major Governmental</u>	<u>Total</u>
General Fund	<u>\$ 26,777</u>	<u>\$ 374,892</u>	<u>\$ 401,669</u>

Interfund balances reflect short term borrowings for deficit cash balances at June 30, 2021.

Note 7 - Interfund Transfers

<u>Transfers In</u>	<u>Transfer Out</u>				<u>Total</u>
	<u>General Fund</u>	<u>Housing Authority Fund</u>	<u>Non-Major Governmental</u>	<u>Internal Service Fund</u>	
Capital Improvements Fund	\$ 3,670,423	\$ 278,062	\$ 4,939,796	\$ 87,986	\$ 8,976,267
Non-major Governmental Funds	1,805,000	-	-	-	1,805,000
Golf Course Fund	875,000	-	-	-	875,000
Total	<u>\$ 6,350,423</u>	<u>\$ 278,062</u>	<u>\$ 4,939,796</u>	<u>\$ 87,986</u>	<u>\$ 11,656,267</u>

- a. \$3,670,423 was transferred from the General Fund to the Capital Improvement Fund to fund various capital projects.
- b. \$278,062 was transferred from the Housing Authority Fund to the Capital Improvement Fund to fund various capital projects.
- c. \$4,939,796 was transferred to the Capital Improvement Fund from various non-major funds to support capital project operations and expenses.
- d. \$87,986 was transferred to the Capital Improvement Fund from the Internal Service Funds to support various capital projects and preventative maintenance.
- e. \$1,805,000 was transferred from the General Fund to various non-major funds to support various administrative operations and expenses within the City.
- f. \$875,000 was transferred from the General Fund to the Golf Course Fund to subsidize operations.

Note 8 - Defined Benefit Pension Plan

Miscellaneous Plan

Plan Description

All qualified employees are eligible to participate in the City’s Miscellaneous Employee Pension Plan, a cost-sharing multiple-employer defined benefit pension plans administered by the California Public Employees’ Retirement System (CalPERS). Benefit provisions under these plans are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provision, assumption and membership information. Copies of the report can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: The Basic Death Benefit, the 1959 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law. The Plan’s provisions and benefits in effect at June 30, 2020 are summarized as follows:

	Tier I	Tier II	PEPRA
Hire date	On and after December 16, 1983	On and after December 17, 2012	On and after January 1, 2013
Benefit formula	2.5% @55	2% @60	2% @62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50 and up	50 and up	52 and up
Monthly benefits, as a % of eligible compensation	2% to 2.5%	2% to 2.5%	1% to 2%
Required employee contribution rates	8.00%	7.00%	6.25%
Required employer contribution rates	12.361%	8.794%	7.732%

Contributions

Section 20814(c) of the California Public Employees’ Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions are determined annually on an actuarial basis as of June 30th by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, and any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contributions to the pension plan were \$2,581,158 for the year ended June 30, 2021.

Pension Liabilities, Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

As of June 30, 2021, the City reported a liability of \$14,502,311 for its proportionate share of the collective net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019. The City's proportion of the collective net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City's proportion of the collective net pension liability as of June 30, 2019 and 2020 is as follows:

Proportion- June 30, 2019	0.13134 %
Proportion- June 30, 2020	<u>0.13329 %</u>
Change- Increase (Decrease)	0.00195 %

For the year ended June 30, 2021, the City recognized pension expense of \$2,310,874.

At June 30, 2021, the City reported deferred outflows and deferred inflows of resources related to pensions as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 2,581,158	\$ -
Changes in assumptions	-	103,436
Differences between expected and actual experience	747,347	-
Net difference between projected and actual earnings on pension plan investments	430,814	28,508
Change in employer's proportion	320,761	-
Difference between the city's contribution and proportionate share of contributions	-	<u>399,455</u>
Total	<u>\$ 4,080,080</u>	<u>\$ 531,399</u>

The \$2,581,158 reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

<u>Year Ended June 30,</u>	
2022	\$ 63,175
2023	383,605
2024	314,112
2025	<u>206,631</u>
Total	<u>\$ 967,523</u>

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

For the measurement period ended June 30, 2020 (the measurement date), the total pension liability was determined by rolling forward the June 30, 2019 total pension liability. The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial methods and assumptions:

	Miscellaneous
Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method
Discount Rate	7.15%
Inflation	2.50%
Payroll Growth	3.00%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.15%
Mortality Rate Table	Derived using CalPERS' Membership Data for all Fund

Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that the City's contributions will be made at rates equal to the difference between actuarially determined contributions rates and the employee rate. Based on those assumptions, each pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

In determining the long-term expected percent rate of return on pension plan investments, CalPERS took into account both short and long-term market return expectations as well as the expected pension fund cash flows. Based on the expected benefit payments of the Public Employees' Retirement Fund, CalPERS indicated that a 19 year horizon was ideal in determining the level equivalent discount rate assumption. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent. The target allocation and best estimates of arithmetic real rates of return for each major asset class are the same for the Plan.

These geometric rates of return are summarized in the following table:

Asset Class	Strategic Allocation	Real Return Years 1 - 10	Real Return Years 11+
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Estate	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
Total	100%		

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City’s proportionate share of the net position liability for each Plan, calculated using the discount rate for each Plan, as well as what the City’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percent point lower or 1 percent higher than the current rate:

	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate +1% (8.15%)
Net Pension Liability	\$ 21,660,051	\$ 14,502,311	\$ 8,588,095

Pension Plan Fiduciary Net Position

Detailed information about the Plan’s fiduciary net position is available in the separately issued CalPERS financial reports.

Note 9 - Defined Contribution Plan

Plan Description

The Supplemental Pension Savings Plan is a defined contribution pension plan established by the City to provide retirement excess benefits to general employees of the City. At June 30, 2021, there was one plan member. There are no required contributions by plan members. During the 2020-2021 fiscal year the City made no contributions to fund the Supplemental Pension Savings Plan.

Note 10 - Other Post Employment Benefit Plan (OPEB)

Plan Description

The City’s Retiree Health Plan is a single-employer defined benefit healthcare plan. The City contributes on behalf of all eligible retirees’ \$139/month for the calendar year 2020 and \$143/month for calendar year 2021, increased in all future years according to the rate of medical inflation. These benefits are provided per contract between the City and the employee associations. A separate financial report is not available for the plan.

The City participates in the California Employers’ Retiree Benefit Trust (CERBT) for the purpose of accumulating funding for OPEB obligations. The CERBT is a Section 115 Trust and is an agent multiple employer plan for those electing to prefund OPEB obligations.

Benefits Provided

Retirees are eligible for medical benefits if they retire at age 50+, have 5+ years of service within CalPERS, and were enrolled in the CalPERS health system at retirement. The City provides PEMHCA minimum for each subscriber, regardless of elected coverage tier.

Employees Covered by Benefit Terms

At June 30, 2020, the most recent valuation date, the following current and former employees were covered by the benefit terms of the plan:

Active employees	94
Inactive employees or beneficiaries currently receiving benefits	24
Total	118

Contributions

The City makes contributions to the plan based on an actuarially determined rate. Employees are not required to contribute to the plan. For the year ended June 30, 2021, the City made no contributions to the CERBT trust.

Net OPEB Liability/(Asset)

Actuarial Assumptions – The net OPEB liability/(asset) in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions	
Discount Rate	5.50%
Inflation	2.25%
Investment Rate of Return	5.50%
Mortality	(1)
Healthcare Trend Rate	6.7% for fiscal year 2021, gradually decreasing over several decades to an ultimate rate of 3.8% in fiscal year 2076 and later years.

(1) Derived using CalPERS Membership Data for all Funds

Mortality rates were based on the CalPERS December 2017 Experience Study, which assumed future mortality improvements using Society of Actuaries (SOA) Scale BB. The Experience Study report can be obtained on the CalPERS website under Forms and Publications.

The actuarial assumptions used in the June 30, 2020 valuation were based on the results of an actuarial experience study for the period.

Change of Assumptions

The discount rate and long-term expected rate of return on OPEB plan investments of 5.50 percent used for the June 30, 2020 valuation was decreased from 6.0 percent used for the June 30, 2019 valuation. The inflation assumption was changed from 2.50 percent used for the June 30, 2020 valuation to 2.25 percent used for the June 30, 2019 valuation. Additionally, healthcare trend rates were reset to reflect updated cost increase expectations.

Discount Rate

The discount rate used to measure the total OPEB liability was 5.50 percent for the Plan. The projection of cash flows used to determine the discount rate assumed that the City contribution will be made at rates equal to the actuarially determined contribution rates.

Changes in Net OPEB Liability:

The changes in the net OPEB liability/(asset) for the Plan as of the measurement date June 30, 2020 are as follows:

	<u>Total OPEB Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Net OPEB Liability/(Asset)</u>
Balance at June 30, 2020	\$ 1,580,740	\$ 1,627,792	\$ (47,052)
Changes in the year			
Service cost	88,219	-	88,219
Interest	97,183	-	97,183
Differences between expected and actual experience	103,495	-	-
Changes of assumptions	44,464	-	44,464
Net investment income	-	88,052	(88,052)
Employer contributions	-	98,490	(98,490)
Benefit payments	(98,490)	(98,490)	-
Administrative expense	-	(803)	803
Net changes	<u>234,871</u>	<u>87,249</u>	<u>147,622</u>
Balance at June 30, 2021	<u>\$ 1,815,611</u>	<u>\$ 1,715,041</u>	<u>\$ 100,570</u>

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (4.50 percent) or 1-percentage-point higher (6.50 percent) than the current discount rate:

	<u>1% Decrease (4.50%)</u>	<u>Discount Rate (5.50%)</u>	<u>1% Increase (6.50%)</u>
Net OPEB Liability/(Asset)	<u>\$ 326,302</u>	<u>\$ 100,570</u>	<u>\$ (88,148)</u>

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (5.7 percent decreasing to 2.8 percent) or 1-percentage-point higher (7.7 percent decreasing to 4.8 percent) than the current healthcare cost trend rates:

	<u>1% Decrease (5.7% decreasing to 2.8%)</u>	<u>Current Trend Rate (6.7% decreasing to 3.8%)</u>	<u>1% Increase (7.7% decreasing to 4.8%)</u>
Net OPEB Liability/(Asset)	<u>\$ (119,451)</u>	<u>\$ 100,570</u>	<u>\$ 371,004</u>

City of La Quinta, California
Notes to Financial Statements
June 30, 2021

For the year ended June 30, 2021, the City recognized OPEB expense of \$115,619. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to measurement date	\$ 89,947	\$ -
Changes in assumptions	39,904	41,158
Difference between expected and actual liability	141,388	-
Net difference between projected and investment earnings	21,690	-
Total	\$ 292,929	\$ 41,158

The \$89,947 reported as deferred outflows of resources related to OPEB resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability for the fiscal year ending June 30, 2022. Other amounts reported as deferred outflows or deferred inflows of resources related to OPEB will be recognized in as OPEB expense as follows:

Year Ended June 30,	
2022	\$ 27,058
2023	27,058
2024	15,388
2025	18,498
2026	16,578
Thereafter	57,244
Total	\$ 161,824

Note 11 - Section 115 Trust

In the fiscal year 2019, the City Council approved the creation of a Section 115 Trust Agreement with U.S Bank National Association, and Public Agency Retirement Services (PARS), Trust Administrator. The Section 115 Trust was established as a means to set aside monies to fund the City’s pension and OPEB obligations. Contributions to the Section 115 Trust are irrevocable, the assets are dedicated to providing benefits to plan member, and the assets are protected from creditors of the City. The purpose of the creation of the section 115 Trust was to address the City’s pension obligations by accumulating assets to reduce the net pension liability. However, in accordance with generally accepted accounting principles, the assets in the Section 115 Trust are not considered to have present service capacity as plan assets and are therefore considered restricted assets of the City rather than pension plan assets. Accordingly, the Section 115 Trust’s assets are recorded as restricted for pension benefits in the City’s General Fund rather than assets of the pension plan during the measurement of the net pension liability. The assets held in trust will be considered pension plan assets at the time they are transferred out of the Trust into the pension plan.

The balance in the Trust for the fiscal year ended June 30, 2021 was \$11,381,922. The City currently funds its OPEB obligations through the CERBT program, and although the Section 115 Trust is able to accept OPEB funds, the City has no immediate plans to fund OPEB obligations through the Section 115 Trust.

Note 12 - Risk Management

Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City of La Quinta is a member of the California Joint Powers Insurance Authority (Authority). The Authority is composed of 123 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

Self-Insurance Programs of the CJPIA

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for self-insurance programs is based on actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Primary Liability Program

Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$100,000 to \$500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$500,000 to \$50 million, are distributed based on the outcome of cost allocation within the first and second loss layers.

The overall coverage limit for each member, including all layers of coverage, is \$50 million per occurrence. Subsidence losses also have a \$50 million per occurrence limit. The coverage structure is composed of a combination of pooled self-insurance, reinsurance, and excess insurance.

Workers' Compensation

Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$75,000 to \$200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$200,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2020-21 the Authority's pooled retention is \$1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to \$1 million. Coverage from \$1 million to \$5 million is purchased through reinsurance policies, and Employer's Liability losses from \$5 million to \$10 million are pooled among members.

Purchased Insurance

Pollution Legal Liability Insurance – The City of La Quinta participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storms drains owned by the City of La Quinta. Coverage is on a claims-made basis. There is a \$250,000 deductible. The Authority has an aggregate limit of \$20 million term.

Property Insurance – The City of La Quinta participates in the all-risk property protection program of the CJPIA. This insurance protection is underwritten by several insurance companies. City of La Quinta property is currently insured according to a schedule of covered property submitted by the City of La Quinta to the CJPIA. City of La Quinta property currently has all-risk property insurance protection in the amount of \$71,236,403. There is a \$10,000 deductible per occurrence except for non-emergency vehicle insurance which has a \$2,500 deductible.

Special Event Tenant User Liability Insurance – The City of La Quinta further protects against liability damages by requiring tenant users of certain property to purchase low-cost tenant user liability insurance for certain activities on agency property. The insurance premium is paid by the tenant user and is paid to the City of La Quinta according to a schedule. The City of La Quinta then pays for the insurance. The insurance is facilitated by the Authority.

Earthquake and Flood Insurance – The City of La Quinta purchases earthquake and flood insurance on a portion of its property. The earthquake insurance is part of the property protection insurance program of the Authority. City of La Quinta property currently has earthquake protection in the amount of \$25,000,000. There is a deductible of 5% per unit of value with a minimum deductible of \$100,000.

Crime Insurance – The City of La Quinta purchases crime insurance coverage from Travelers Casualty and Surety Company of America. The policy covers theft, forgery, identity fraud, computer crime, and monetary fraud with a single loss limit of \$1,000,000 and a deductible of \$5,000 per occurrence.

Cyber Incident Insurance – The City of La Quinta purchases Cyber Incident Response insurance coverage through the Authority. The maximum single limit of insurance is \$1,000,000

Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage.

Note 13 - Fund Balance

Fund Balance Commitments

In the governmental fund financial statements, committed reserves include:

Natural Disaster Emergency Reserves: These funds may be used for the preparation, recovery, and restoration of services before, during and/or after a natural disaster (such as flood, earthquake, etc.) as defined by City Code 2.20.020.

The target is \$10,000,000 and will be reviewed every five years by conducting a risk analysis of all City assets, insurance levels, and potential federal/state contributions towards disaster recovery efforts. For the year ended June 30, 2021, the City has committed \$10,000,000 for this purpose.

Economic Downturn Reserves: These funds may be used in such instances as a declared national, state, or regional recession; loss of a major (top 10) revenue-generating business; or a natural disaster resulting in a significant decline in revenues. These reserves may also be used if overall revenues decrease or expenditures increase more than 10% of the previous year's actual revenues or expenditures.

The target is \$11,000,000, based on a 10-year analysis of the revenues and expenditure flows (which included the financial impacts of the Great Recession). The target will be evaluated again in the event of another significant economic downturn. For the year ended June 30, 2021, the City has committed \$11,000,000.

Cash Flow Reserves: These funds are maintained to have adequate cash on hand to account for the uneven receipt of revenue. For example, property tax accounts for a large percentage of annual revenue, the bulk of which is not remitted until December and May of each year.

The target is \$5,000,000 and will be determined annually by analyzing the prior fiscal year by month and calculating the largest cumulative deficit between revenues and expenditures, with a minimum expectation of approximately 10% of operating expenditures reserved. The cash flow reserve is fully funded as of June 30, 2021.

Capital Improvement Reserves: These funds may be used for capital assets and infrastructure rehabilitation, improvement, and replacement.

The target is \$10,000,000 and is based on annual depreciation of assets. For the year ended June 30, 2021, the City has committed \$10,000,000.

Committed to Fiscal Year 2020-2021 carryovers totaled \$1,209,870 at June 30, 2021.

Assigned Fund Balance

The City has the following assigned fund balance shown on the balance sheet:

Assigned to public safety represents property tax accumulated and withheld by the County of Riverside to be used for fire protection, disaster preparedness, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists. The assigned fund balance related to this item as of June 30, 2021 is \$11,423,931.

Assigned to capital projects is comprised of carryover balances for capital projects. The capital project carryover balances as of June 30, 2021 are \$13,431,089. Accumulated resources related to the City’s sales tax Measure G is \$28,559,747 as of June 30, 2021.

Deficit Fund Balance

At June 30, 2021, the following funds had deficit fund balances:

Major Capital Projects Funds	
Capital Improvement	\$ (1,377,164)
Nonmajor Capital Projects Funds	
Parks and Recreation	(346,309)
Library Development	(1,458,789)

Note 14 - Golf Course Management Agreement

The City entered into an agreement with Landmark Golf Management LLC (operator) to manage the golf operations at the city-owned SilverRock Golf Course. The Agreement entered into on April 6, 2004, sets forth a five-year term commencing upon the completion of the golf course. On January 14, 2005, the golf course was deemed to be complete and management was turned over to the operator. The contract has been amended and extended numerous times with the current contract expiring June 30, 2022. The contract provides that the operator will manage the day to day operations, hire employees, provide golf pro shop and food services, manage all marketing and promotional activities, prepare the annual budget report for Council consideration, and manage accounting and payroll functions. In addition to the annual payment for management services, the City has advanced the operator \$250,000 to pay for golf course expenses. Twice a month the operator submits a request for reimbursement to the City to replenish the City’s advance. In addition, the agreement sets forth the establishment of a capital reserve fund of 2 percent of green fees. During the fiscal year, the reserve allocation was suspended. For the fiscal year ending June 30, 2021, the Golf Course had a loss before transfers of \$647,109.

Note 15 - Construction Commitments

Various construction projects were in progress at June 30, 2021. Projects costs are paid out of the capital improvements fund. The following material construction commitments, for which funds have been encumbered, existed at June 30, 2021, with an estimated cost to complete.

Project Name	Project Number	Contract Amount	Expenditures to date as of June 30, 2021	Remaining Commitments
Capital Improvement Fund				
Dune Palms Road Street Improvements	091004	\$ 2,650,000	\$ (2,602,450)	\$ 47,550
Dune Palms Bridge Improvement	111205	18,176,565	(3,123,872)	15,052,693
SilverRock Infrastructure Improvements	141513	7,860,041	(5,954,888)	1,905,154
LQ Village Complete Streets- Road Diet Proj	151603	12,567,196	(11,955,639)	611,557
La Quinta X Park	151609	4,636,639	(3,657,379)	979,260
Citywide Drainage Enhancements	151612	9,025,846	(8,560,082)	465,764
HSIP Traffic Signal Interconnect Network	201602	2,268,323	(1,931,568)	336,755
La Quinta Landscape Renovation Improvement	201603	8,554,792	(3,346,849)	5,207,943
Civic Center Campus Lake/Irrigation Conver	201606	675,270	(151,007)	524,263
Silverrock Event Space	201608	7,304,503	(7,001,406)	303,097
Washington Street at Fred Waring Dr	201701	1,860,744	(1,591,719)	269,025
Eisenhower Retention Basin Landscape	201704	750,000	(365,961)	384,039
Ave 53 Jefferson St Roundabout	201709	2,101,617	(220,160)	1,881,457
Cove Public Restroom	201801	590,000	(516,459)	73,541
Corporate Yard Admin Offices & Crew	201805	411,013	(55,773)	355,240
Village Art Plaza Promenade & Cultural Campus	201901	610,000	(3,845)	606,155
Avenue 50 Bridge Spanning The Evacuation Channel	201902	16,349,000	(8,869)	16,340,131
LQ Skate Park Conver to Other Activity	201903	263,000	-	263,000
Hwy 111 Corridor Area Plan Implementation	201905	1,250,000	(331,204)	918,796
Fire Station 70 Revitalization	201907	684,000	(590,994)	93,006
Citywide Catch Basin Modification	201908	250,000	-	250,000
Citywide Misc ADA Improvements	201909	228,673	(214,098)	14,575
Washington St at Ave 50/Calle Tampico	201923	195,400	(20,745)	174,655
Monroe Street Pavement Rehab (Ave 52)	202001	941,000	(52,583)	888,417
Citywide Miscellaneous ADA improvements	202002	184,000	(143,027)	40,973
Citywide Public Safety Camera System	202003	1,372,296	(1,257,350)	114,946
SilverRock Retention Basin Soil Stabilization	202007	437,250	(33,297)	403,954
Jefferson St/I-10 (contribution costs)	999902	788,297	(753,310)	34,987
General Fund				
SilverRock Event Space Modular Build	201806	927,097	(920,398)	6,699

Note 16 - Reimbursement Agreements

On September 9, 2014, the City entered into a sales tax sharing agreement with One Eleven La Quinta LLC (“Hobby Lobby”). Under the terms of the agreement the City shall make quarterly payments of 50 percent of any sales tax generated from Hobby Lobby in an amount not to exceed \$400,000 over an eight-year period. Due to the reporting of sales tax information by the California Department of Tax and Fee Administration to the City, the reimbursement payments by the City will lag by one quarter. The agreement terminates when either the \$400,000 limit is reached or in eight years whichever comes first. The Hobby Lobby business opened in December 2014. As of June 30, 2021, the City made \$295,727 in reimbursement payments to the owner leaving an outstanding balance of \$104,273.

Note 17 - Successor Agency Trust for Assets of Former Redevelopment Agency

On December 29, 2011, the California Supreme Court upheld Assembly Bill 1X 26 (“the Bill”) that provides for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City of La Quinta that previously had reported a redevelopment agency within the reporting entity of the City as a blended component unit.

The Bill provides that upon dissolution of a redevelopment agency, either the city or another unit of local government will agree to serve as the “successor agency” to hold the assets until they are distributed to other units of state and local government. On January 3, 2011, the City Council elected to become the Successor Agency for the Former Redevelopment Agency (“Former Agency”) in accordance with the Bill as part of City resolution number 2012-002.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

In future fiscal years, successor agencies will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the Former Agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on December 29, 2011) all redevelopment agencies in the State of California were dissolved and ceased to operate as a legal entity as of February 1, 2012.

The Successor Agency to the Former Agency is reported as a fiduciary fund (private purpose trust fund).

Cash and Investments

Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investments pooled with the City	\$ 26,279,132
Cash and investments with fiscal agent	<u>1,421</u>
	<u>\$ 26,280,553</u>

See note 2 for required cash and investments disclosures.

Loans Receivable

Owner Participation Agreement – Torre Nissan

In June 2011, the Former Agency entered into an Owner Participation Agreement (OPA) with an auto dealer, Mega Dealer, LLC (“Torre Nissan”) that provides for the Former Agency to provide a rehabilitation loan to Torre Nissan of up to \$1,500,000 for the remodeling of the existing dealership and an expansion of the dealership facility to accommodate a new line of electric and commercial vehicles. The new expansion will also include service and parts sales facilities. In connection with the OPA, Torre Nissan has executed a promissory note, which is secured by a subordinated deed of trust, and an operating covenant. The loan will be repaid by crediting future sales and property tax increment taxes generated on the site until the cumulative taxes collected equals the loan amount. If Nissan Motor Company ceases to exist, the note will be cancelled, and the operating covenant will terminate. At the end of the ten-year operating covenant, the operating covenant will terminate, and the note will be cancelled, and any outstanding loan balance will be forgiven. The balance at June 30, 2021 is \$1,013,494.

Due from other Governments

La Quinta Library

In April 2005, an advance of \$2,490,273 was made from the former redevelopment agency to provide funding for the construction of the public library. The loan accrues interest at the earnings rate of the City’s investment pool fund. The remaining balance of this loan at June 30, 2021, is \$1,458,790.

Deferred Outflows of Resources

As debt is refunded, the difference between the carrying value of the refunded debt and the reacquisition price is recorded as a deferred outflow of resources and amortized over the shorter of the new or refunded debt, whichever is shorter. Activity during the fiscal year is comprised of the following:

	Balance at July 1, 2020	Additions	Deductions	Balance June 30, 2021
Deferred charge on refunding	<u>\$ 9,715,975</u>	<u>\$ 10,391,710</u>	<u>\$ 3,216,181</u>	<u>\$ 16,891,504</u>

Long-Term Debt

A description of long-term debt outstanding of the Successor Agency as of June 30, 2021, follows:

	Balance at July 1, 2020	Additions	Repayments	Balance June 30, 2021	Due within One year
Tax allocation bonds	\$ 176,900,000	\$ 156,915,000	\$ 146,155,000	\$ 187,660,000	\$ 11,985,000
City loans	32,587,178	739,933	3,238,833	30,088,278	3,303,610
Unamortized premiums/ discounts	9,827,234	-	11,240,583	(1,413,349)	-
Total	\$ 219,314,412	\$ 157,654,933	\$ 160,634,416	\$ 216,334,929	\$ 15,288,610

2013 Series A

On December 17, 2013, the Successor Agency issued subordinate tax allocation refunding bonds in the amount of \$97,190,000 to refinance outstanding long term obligations held by the Successor Agency. The 2013 Series A tax allocation bonds were issued at a premium of \$6,056,280 and issuance costs of \$480,001.

Interest rates on the bonds range from 3.00 percent to 5.00 percent and are payable semi-annually on March 1 and September 1 of each year until maturity. The interest and principal of the bonds are payable solely from property tax revenue.

During the current year, the Agency issued Tax allocation Refunding Bonds, Series 2021A to refund the 2013A Tax Allocation Bonds. As of June 30, 2021, the 2013A Tax Allocation bonds were defeased.

2013 Series B

On December 17, 2013, the Successor Agency issued subordinate tax allocation refunding bonds in the amount of \$23,055,000 to refinance outstanding long term obligations held by the Successor Agency. The 2013 Series B tax allocation bonds were issued at a discount of \$8,951 and issuance costs of \$122,274.

The bonds consist of \$3,710,000 of term bonds that accrue interest at 5.240 percent and mature on September 1, 2026, \$4,335,000 of term bonds that accrue interest at 5.550 percent and mature on September 1, 2029, and \$5,115,000 of term bonds that accrue interest at 5.820 percent and mature on September 1, 2032. The remaining \$9,895,000 matures annually with rate ranging from 0.76 percent to 4.89 percent. The interest and principal on the bonds are payable from property tax revenue.

During the current year, the Agency issued Tax allocation Refunding Bonds, Series 2021A to refund the 2013B Tax Allocation Bonds. As of June 30, 2021, the 2013B Tax Allocation bonds were defeased.

2014 Series A

On July 9, 2014, the Successor Agency issued tax allocation refunding bonds in the amount of \$65,600,000, with a premium of \$8,545,482, to refinance outstanding 2004 Series A Revenue Bonds of \$72,865,000 with interest payments ranging between 3 percent to 5.25 percent. The net proceeds of \$73,402,709 (after payment of \$592,017 in issuance costs) plus an additional \$4,012,653 of 2004 Series A sinking fund monies were used to purchase U.S. Government Securities. Those securities were deposited in an irrevocable trust with an escrow agent; and issued to pay-off \$77,415,362 of remaining principal and accrued interest of 2004 Series A. As a result, the 2004 Series A bonds are considered to be defeased and the liability for those bonds has been removed from the Successor Agency's long-term debt.

During the current year, the Agency issued Tax allocation Refunding Bonds, Series 2021A to refund the 2014 Tax Allocation Refunding Bonds. As of June 30, 2021, the 2014 Tax Allocation Refunding bonds were defeased.

2016 Series A

On December 22, 2016, the La Quinta Redevelopment Project Areas No. 1 and 2 Subordinate Tax Allocation Refunding Bonds 2016 Taxable Series A Bonds were issued for \$35,055,000 by the Successor Agency to the La Quinta Redevelopment Agency (the "Agency") to refinance on an advance basis the La Quinta Redevelopment Agency's (the "Prior Agency") previously issued \$6,000,000 La Quinta Redevelopment Project Area No. 2, Subordinate Taxable Tax Allocation Bonds, Series 2011 (the "2011 Project Area No. 2 Taxable Bonds") of which \$5,810,000 was outstanding and the Prior Agency's loan obligation under the Loan Agreement, dated February 3, 2004 as supplemented by the Second Supplemental Loan Agreement, dated as of March 1, 2011 (the "2011 Loan Obligation") in connection with the La Quinta Financing Authority's previously issued \$28,850,000 Local Agency Subordinate Taxable Revenue Bonds, 2011 Series A (the "2011 Taxable Housing Bonds") of which \$26,635,000 was outstanding.

The Bonds were issued on a subordinate basis to the \$65,600,000 Successor Agency to the La Quinta Redevelopment Agency, La Quinta Redevelopment Project Areas No. 1 and 2, Tax Allocation Refunding Bonds, 2014 Series. The Bonds are payable from and secured by the Pledged Tax Revenues, as defined herein, to be derived from the La Quinta Redevelopment Project Area No. 1 and La Quinta Redevelopment Project Area No. 2.

The principal of and interest on the Bonds are payable solely from the pledged tax revenues allocated to the Successor Agency from the project areas. The principal balance of outstanding bonds at June 30, 2021, is \$29,380,000 with an unamortized discount of \$196,811.

The Bonds mature in 2040, but may be called before maturity and redeemed at the option of the Agency, in whole or in part, from the proceeds of refunding bonds or other available funds, on September 1, 2026 or on any date thereafter prior to maturity at a redemption price equal to the principal amount of Bonds to be redeemed, without premium, plus accrued interest to the redemption date.

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 1,395,000	\$ 1,118,840	\$ 2,513,840
2023	1,430,000	1,079,255	2,509,255
2024	1,465,000	1,035,479	2,500,479
2025	1,510,000	988,315	2,498,315
2026	1,565,000	937,680	2,502,680
2027-2031	8,695,000	3,780,171	12,475,171
2032-2036	11,455,000	1,781,109	13,236,109
2037-2040	1,865,000	134,565	1,999,565
	<u>\$ 29,380,000</u>	<u>\$ 10,855,414</u>	<u>\$ 40,235,414</u>

2021 Series A

On April 14, 2021, the Agency issued \$156,915,000 in Series 2021 A Tax Allocation Refunding Bonds to refund the Series 2013 A and B and Series 2014 A Tax Allocation Bonds.

The bonds are payable in annual installments ranging from \$4,785,000 to \$13,610,000 until maturity on September 1, 2034. Interest is payable semiannually on March 1 and September 1 of each year, at a rate of 2.774%. Bonds outstanding at June 30, 2021 were \$156,915,000. The principal and interest on the bonds are payable solely from the pledged tax revenues allocated to the Successor Agency from the project areas.

These bonds resulted in a full defeasance of the 2013 A and B and 2014 A Tax Allocation Bonds, and the related liability has been removed from the financial statement of the City. The refunding resulted in a deferred loss of \$10,391,710.

Future debt service requirements on these bonds are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 10,590,000	\$ 2,181,901	\$ 12,771,901
2023	11,760,000	2,449,336	14,209,336
2024	11,790,000	2,405,638	14,195,638
2025	11,845,000	2,338,010	14,183,010
2026	11,920,000	2,227,650	14,147,650
2027-2031	62,415,000	8,088,657	70,503,657
2032-2035	36,595,000	1,488,380	38,083,380
	<u>\$ 156,915,000</u>	<u>\$ 21,179,572</u>	<u>\$ 178,094,572</u>

Loans from the City of La Quinta

The City of La Quinta loaned money to the Former Agency to cover operating and capital shortfalls. In a letter dated November 6, 2013, the California Department of Finance approved the loans as enforceable obligations to be paid through Successor Agency property tax. This loan approved split between the City's General and the Housing Authority Funds. As of June 30, 2021, principal and interest due to the City of La Quinta was \$30,088,278, and is included as part of the due from other governments balance in the City's General and the Housing Authority Funds.

On November 22, 2017, the Department of Finance (DOF) approved the last and final Recognized Obligation Payment Schedules (ROPS). The ROPS is a comprehensive schedule which includes all bond debt service payments, City loan repayments, administration, and annual reporting requirements from fiscal years 2018-2019 to 2039-2040.

Pledged Tax Revenues

The City pledged, as security for bonds issued, either directly or through the Financing Authority, a portion of tax increment revenue (including Low and Moderate Income Housing set-aside and pass through allocations) that it receives. The bonds issued were to provide financing for various capital projects, accomplish Low and Moderate Income Housing projects and to defease previously issued bonds. Assembly Bill 1X 26 provided that upon dissolution of the Redevelopment Agency, property taxes allocated to redevelopment agencies no longer are deemed tax increment but rather property tax revenues and will be allocated first to successor agencies to make payments on the indebtedness incurred by the dissolved redevelopment agency. Total principal and interest remaining on the debt is \$218,329,986 with annual debt service requirements as indicated above. For the current year, the total property tax revenue recognized by the Successor Agency for the payment of indebtedness incurred was \$20,798,995 and the debt service obligation on the bonds was \$17,340,464.

Insurance

The Successor Agency of the Former Agency is covered under the insurance policy of the City of La Quinta at June 30, 2021.

Note 18 - Extraordinary Item

Annual loan repayments of the loan between the City and the Successor Agency are first applied to principal then interest and when received are allocated 80 percent General Fund and 20 percent Housing Authority Fund. The interest accrued on the adjusted principal amount is reflected as an extraordinary gain by the City and an extraordinary loss in the Successor Agency. The Department of Finance approval of the last and final ROPS increased the quarterly interest rate (from 3% to 4%, since the inception of the loan in November 2006). The interest due as of June 30, 2021 was \$13,749,183.

Note 19 - Subsequent Events

Highway 111 Bridge Funding:

In November 2020, Caltrans advised the City that the Highway Bridge Planning (HBP) Funding Program had been oversubscribed for FY 2020/21 and 2021/22 and there is no additional programming capacity for projects already in construction or ready to advertise.

At the direction of the City Council in June 2021, the City agreed to provide 'at risk' advance funding using the Advance Construction Procedure outlined in Section 3.7 of the Caltrans Local Procedures Manual, and Caltrans approved the City's request.

The environmental, engineering/design and right-of-way phases are complete and are fully funded. The construction phase which includes construction, construction engineering, and contingency is estimated at \$20,869,098. The HBP Funding will ultimately contribute 88.53% or up to \$14,936,122 toward eligible (Construction Phase) costs. This is the amount the City is required to advance. Staff and the Finance Advisory Committee (FAC) recommend using a combination of Unassigned Reserves and Measure G Reserves for this advance funding due to their current balances. The City anticipates these funds to be reimbursed within two to five fiscal years. Council approved the use of Measure G reserves in the amount of \$7,468,061 and Unassigned reserves in the amount of \$7,468,061, for a total of \$14,936,122.

American Rescue Plan Act Funds

As part of its budget process, the U.S. Department of Treasury allocated \$9,987,009 of American Rescue Plan Act (ARPA) Funds to the City. Allocations to the City started in July 2021 for \$4,993,504. Further, the Department of Treasury will allocate the second tranche of \$4,993,505 in ARPA funding to the City in August 2022.

City of La Quinta, California
 Budgetary Comparison Schedule – General Fund
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 123,333,667	\$ 123,333,667	\$ 123,333,667	\$ -
Resources (Inflows)				
Taxes	38,596,000	44,878,000	51,515,854	6,637,854
Licenses and permits	1,136,800	1,186,800	2,020,596	833,796
Intergovernmental	8,479,700	9,343,634	8,551,964	(791,670)
Charges for services	785,500	575,000	964,710	389,710
Use of money and property	845,000	845,000	1,569,149	724,149
Fines and forfeitures	290,000	264,000	779,606	515,606
Miscellaneous	593,100	593,100	642,949	49,849
Extraordinary Item	-	-	591,946	591,946
Amounts available for appropriations	<u>174,059,767</u>	<u>181,019,201</u>	<u>189,970,441</u>	<u>8,951,240</u>
Charges to Appropriation (Outflows)				
General government				
Legislative	292,900	292,900	233,536	59,364
City manager	707,000	767,000	669,516	97,484
City attorney	565,000	565,000	457,354	107,646
Marketing	1,129,800	1,110,300	1,105,482	4,818
Human resources	264,400	304,400	215,250	89,150
City clerk	593,400	639,100	494,175	144,925
Fiscal services	1,393,400	1,423,400	1,304,354	119,046
Central services	2,250,700	2,497,200	3,152,513	(655,313)
The Hub customer services	1,089,500	908,300	830,950	77,350
Public safety				
Police	17,506,700	17,204,700	16,479,907	724,793
Code compliance	1,352,200	1,196,800	1,138,317	58,483
Fire	8,021,700	9,165,422	6,667,293	2,498,129
Planning and development				
Current planning	519,100	513,900	520,084	(6,184)
Public buildings	1,321,700	1,140,700	1,119,814	20,886
Building & safety	939,000	777,100	717,998	59,102
Administration	665,600	519,300	639,563	(120,263)
Community services				
Community services admin	700,600	700,600	699,784	816
Wellness center	735,800	543,800	495,567	48,233
Recreation programs/special events	501,600	438,700	208,500	230,200
Park maintenance	1,899,500	1,670,800	1,782,191	(111,391)
Public works				
Administration	722,800	719,200	509,466	209,734
Development services	389,600	390,200	354,895	35,305
Maintenance/operations - street	489,100	484,300	425,743	58,557
Engineering services	830,700	999,000	640,734	358,266
Capital outlay	156,000	156,000	440,489	(284,489)
Transfers out	4,080,000	3,951,900	6,350,423	(2,398,523)
Total charges to appropriations	<u>49,117,800</u>	<u>49,080,022</u>	<u>47,653,898</u>	<u>1,426,124</u>
Budgetary Fund Balance, June 30	<u>\$ 124,941,967</u>	<u>\$ 131,939,179</u>	<u>\$ 142,316,543</u>	<u>\$ 10,377,364</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Housing Authority
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 22,818,595	\$ 22,818,595	\$ 22,818,595	\$ -
Resources (Inflows)				
Use of money and property	235,300	205,300	1,048,695	843,395
Extraordinary item	-	1,061,456	147,987	(913,469)
Miscellaneous	313,000	670,000	1,820	(668,180)
Amounts available for appropriations	<u>23,366,895</u>	<u>24,755,351</u>	<u>24,017,097</u>	<u>(738,254)</u>
Charges to Appropriation (Outflows)				
Planning and development	822,300	1,270,062	851,820	418,242
Community services	250,000	300,000	300,000	-
Transfer out	-	-	278,062	(278,062)
Total charges to appropriations	<u>1,072,300</u>	<u>1,570,062</u>	<u>1,429,882</u>	<u>140,180</u>
Budgetary Fund Balance, June 30	<u>\$ 22,294,595</u>	<u>\$ 23,185,289</u>	<u>\$ 22,587,215</u>	<u>\$ (598,074)</u>

City of La Quinta, California
 Schedule of Proportionate Share of the Net Pension Liability – Miscellaneous Plan
 Last 10 Years*

	2015	2016	2017	2018	2019	2020	2021
Proportion of the net pension liability	0.1034%	0.1260%	0.1257%	0.1272%	0.1287%	0.13134%	0.13329%
Proportionate share of the net pension liability	\$ 6,433,391	\$ 8,651,290	\$ 10,874,098	\$ 12,612,523	\$ 12,403,691	\$ 13,458,200	\$ 14,502,311
Covered payroll	\$ 5,421,945	\$ 5,480,758	\$ 5,569,002	\$ 5,739,416	\$ 6,064,875	\$ 6,669,204	\$ 7,066,830
Proportionate share of the net pension liability as a percentage of covered payroll	118.65%	157.85%	195.26%	219.75%	204.52%	201.80%	205.22%
Plan fiduciary net position as a percentage of the total pension liability	79.82%	78.40%	74.06%	73.31%	75.30%	75.30%	77.71%

* - Fiscal year 2015 was the first year of implementation, therefore, only seven years are shown.

Changes in Assumptions

The discount rate changed from 7.65 percent used for the June 30, 2016 measurement date to 7.15 percent used for the June 30, 2017 measurement date.

Covered Payroll

In accordance with GASB Statement No. 82, *Pension Issues - An Amendment of GASB Statement No. 67, No. 68, and No. 73*, we have restated to show covered payroll based on pensionable earnings.

City of La Quinta, California
 Schedule of Pension Plan Contributions – Miscellaneous Plan
 Last 10 Years*

	2015	2016	2017	2018	2019	2020	2021
Actuarially determined contributions - miscellaneous	\$ 728,073	\$ 797,603	\$ 949,231	\$ 1,061,439	\$ 1,284,275	\$ 1,479,137	\$ 2,581,158
Contributions in relation to the actuarially determined contribution	<u>(728,073)</u>	<u>(797,603)</u>	<u>(949,231)</u>	<u>(1,061,439)</u>	<u>(1,284,275)</u>	<u>(1,479,137)</u>	<u>(2,581,158)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 5,480,758	\$ 5,569,002	\$ 5,739,416	\$ 6,064,875	\$ 6,669,204	\$ 7,066,830	\$ 6,238,425
Contributions as a percentage of covered payroll	13.28%	14.32%	16.54%	17.50%	19.26%	20.93%	41.38%

* - Fiscal year 2015 was the first year of implementation, therefore, only seven years are shown.

Covered Payroll

In accordance with GASB Statement No. 82, *Pension Issues - An Amendment of GASB Statement No. 67, No. 68, and No. 73*, we have restated to show covered payroll based on pensionable earnings.

City of La Quinta, California
 Schedule of Changes in the Net OPEB Liability/(Asset) and Related Ratios
 Last 10 Years*

	2019	2020	2021
Total OPEB Liability			
Service cost	\$ 93,438	\$ 85,174	\$ 88,219
Interest	100,177	93,071	97,183
Differences between expected and actual experience	71,533	-	103,495
Changes of assumptions	(44,229)	(14,219)	44,464
Benefit payments	(86,570)	(98,584)	(98,490)
Net Change in Total OPEB Liability	134,349	65,442	234,871
Total OPEB liability - beginning	1,380,949	1,515,298	1,580,740
Total OPEB liability - ending	\$ 1,515,298	\$ 1,580,740	\$ 1,815,611
Plan Fiduciary Net Position (FNP)			
Employer contributions	\$ 1,609,970	\$ 98,584	\$ 98,490
Net investment income	(1,680)	106,805	88,052
Benefit payments	(86,570)	(98,584)	(98,490)
Administrative expense	(406)	(327)	(803)
Net Change in Plan Fiduciary Net Position	1,521,314	106,478	87,249
Plan Fiduciary Net Position- Beginning of Year	-	1,521,314	1,627,792
Plan Fiduciary Net Position- End of Year	\$ 1,521,314	\$ 1,627,792	\$ 1,715,041
Net OPEB liability/(asset) - End of Year	\$ (6,016)	\$ (47,052)	\$ 100,570
Fiduciary Net Position as a percentage of the Total OPEB Liability	100.4%	103.0%	94.5%
Covered-employee payroll	6,064,875	6,669,204	7,066,830
Net OPEB liability/(asset) as a percentage of covered-employee payroll	-0.1%	-0.7%	1.4%

Notes to Schedule:

* Fiscal year 2018 was the first year of implementation.

Changes in Assumptions

The discount rate and long-term expected rate of return changed from 6.00 percent used for the June 30, 2019 measurement date to 5.50 percent used for the June 30, 2020 measurement date.

The inflation assumption was changed from 2.50 percent used for the June 30, 2019 measurement date to 2.25 percent used for the June 30, 2020 measurement date.

For the June 30, 2020 measurement date, healthcare trend rates were reset to reflect updated cost increase expectations.

City of La Quinta, California
 Schedule of OPEB Contributions
 Last 10 Years*

	2019	2020	2021
Actuarially determined contribution (ADC)	\$ 88,280	\$ 90,229	\$ 86,939
Contributions in relation to the (ADC)	98,584	98,490	89,947
Contribution deficiency (excess)	(10,304)	(8,261)	(3,008)
Covered payroll	\$ 6,669,204	\$ 7,066,830	\$ 6,238,425
Contributions as a percentage of payroll	1.5%	1%	1%

Notes to Schedule

Valuation date: Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year in which contributions reported.

Methods and assumptions used to determined contribution rates:

Actuarial cost method	Entry-Age Normal Cost Method
Amortization method	Level percent of payroll
Amortization period	19 years
Asset valuation method	Market value
Inflation	2.25%
Healthcare Trend Rate	7% in the first year, trending down to 4% over 58 years.
Investment rate of return	5.50%
Retirement age	55
Mortality	Derived using CalPERS Membership Data for all Funds

Notes to Schedule:

* Fiscal year 2018 was the first year of implementation.

Note 1 - Budget Procedures

General Budget Policies

The City adopts an annual budget prepared on the modified accrual basis of accounting for its governmental funds and on the accrual basis of accounting for its proprietary funds. The City manager or his designee is authorized to transfer budgeted amounts between the accounts of any department or funds that are approved by City Council. Prior year appropriations lapse unless they are approved for carryover into the following fiscal year. Expenditures may not legally exceed appropriations at the department level.

The City did not adopt a budget for the Transportation Uniform Mitigation Fee Special Revenue Fund.

Budget Basis of Accounting

Budget for governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

Expenditures in Excess of Appropriations

The following funds had expenditures in excess of appropriations for the year ended June 30, 2021:

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
General Fund			
Planning and Development	\$ 2,951,000	\$ 2,997,459	\$ (46,459)
Capital Outlay	156,000	440,489	(284,489)
Transfers Out	3,951,900	6,350,423	(2,398,523)
South Coast Air Quality			
Planning and Development	48,900	57,413	(8,513)
SLESA			
Public Safety	100,000	101,530	(1,530)
Law Enforcement			
Public Safety	24,600	42,263	(17,663)
Measure A			
Public Works	-	8,770	(8,770)
Parks and Recreation			
Transfers out	959,713	962,469	(2,756)

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Supplementary Information

June 30, 2021

City of La Quinta, California

Special Revenue Funds

Special revenue funds are used to account for specific revenues (other than expendable trusts and major capital projects) and the related expenditures that are legally required to be accounted for in a separate fund. The City of La Quinta has the following Special Revenue Funds:

State Gas Tax Fund – To account for gasoline allocations made by the State of California. These revenues are restricted by the State to expenditures for street-related purposes only.

Library and Museum Fund – To account for revenues from property tax increment dedicated library and museum services.

Federal Assistance Fund – To account for revenues from the Community Development Block Grants received from the Federal Government and the expenditures of those resources.

State Law Enforcement Services Account (SLESA) Fund – To account for state funded “Citizens for Public Safety” (COPS) program activities, as per Assembly Bill 3229, which supplements frontline police services such as anti-gang community crime prevention.

Lighting and Landscaping Fund – To account for special assessments levied on real property and the expenditure thereof from City-wide lighting and landscape maintenance and improvements.

Quimby Fund – To account for the accumulation of developer fees received under the provisions of the Quimby Act for park development and improvements. Capital projects to be funded from this source will be budgeted and expended in a separate capital projects fund.

La Quinta Public Safety Officer Fund – To account for contributions to be distributed to public safety officers disabled or killed in the line of duty.

Art in Public Places – To account for development fees paid in lieu of acquisition and installation of approved artworks in a development with expenditures restricted to acquisition, installation, maintenance and repair of artworks at approved sites.

South Coast Air Quality Fund – To account for contributions from the South Coast Air Quality Management District. Use is limited to reduction and control of airborne pollutants.

AB 939 Fund – To account for the State mandated program to reduce waste sent to the landfills through recycling efforts.

Law Enforcement Fund – To account for law enforcement grants and restricted revenue for public safety.

Measure A Fund – In 1988, Riverside County voters approved a half cent sales tax, known as Measure A, to fund a variety of highway improvements, local street and road maintenance, commuter assistance and specialized highway transit projects. This fund is used to collect this tax and pursuant to the provision of Measure A, it is restricted for local street and road expenditures.

Economic Development Fund – To account for the revenues and expenditures related to proceeds from sale of City owned land and future economic development.

AB 1379 Fund – To account for the revenues and expenditures related to the annual business license accessibility fee to be used for expenses enhancing accessibility requirements.

Transportation Uniform Mitigation Fee Fund – To account for the revenues and expenditures related to Transportation Uniform Mitigation Fee monies.

Capital Project Funds

Capital projects funds account for the financial resources to be used for the acquisition, construction or improvements of major capital facilities and infrastructure.

Infrastructure Fund – To account for the accumulation of resources provided through developer fees for the acquisition, construction or improvement of the City’s infrastructure, prior to adoption of the new Developer Impact Fee Structure on August 16, 1999. This fund accounts for all developer resources received prior to this date, and is budgeted by the Council through adoption of the annual capital improvement program budget.

Civic Center Fund – This fund accounts for the accumulation of resources provided through developer fees for the acquisition, construction, or improvement of the Civic Center.

Maintenance Facilities DIF, Transportation Fund, Parks and Receptions Fund, Library Development Fund, Community Center Fund, Street Facility Fund, Park Facility Fund, Fire Facility Fund – To account for the accumulation of resources provided through developer fees for the acquisition, construction, or improvement of the City’s infrastructure. The Developer Impact Fee was adopted by the City Council on August 16, 1999. Eight funds have been established to account for the specific impact areas of these fees, and are budgeted by the Council through adoption of the annual Capital Improvement Program budget.

Debt Service Funds

Debt Service Funds are used to account for the accumulation of resources for, and the payment of, governmental long-term debt principal and interest.

La Quinta Financing Authority Fund – This fund is used to account for the debt service that will be used for the principal and interest payments of the Financing Authority’s outstanding debt and any related reporting requirements.

City of La Quinta, California
Combining Balance Sheet – Nonmajor Governmental Funds
June 30, 2021

	Special Revenue Funds				
	State Gas Tax	Library and Museum	Federal Assistance	SLESA	Lighting and Landscaping
Assets					
Pooled cash and investments	\$ 1,348,555	\$ 8,148,426	\$ 4,969	\$ 298,050	\$ 528,572
Receivables					
Accounts	-	-	-	-	-
Taxes	73,478	-	-	-	42,593
Accrued interest	536	3,263	117	119	212
Prepaid costs	-	1,019	-	-	-
Due from other governments	63,882	950,702	-	-	-
Total assets	<u>\$ 1,486,451</u>	<u>\$ 9,103,410</u>	<u>\$ 5,086</u>	<u>\$ 298,169</u>	<u>\$ 571,377</u>
Liabilities and Fund Balances					
Liabilities					
Accounts payable	\$ 9,230	\$ 111,424	\$ -	\$ 32,694	\$ 72,138
Accrued liabilities	13,452	2,542	-	-	9,239
Unearned revenues	-	-	-	-	-
Due to other governments	-	-	-	-	-
Due to other funds	-	-	-	-	-
Total liabilities	<u>22,682</u>	<u>113,966</u>	<u>-</u>	<u>32,694</u>	<u>81,377</u>
Deferred Inflow of Resources					
Unavailable revenues	-	-	-	-	-
Fund Balances					
Nonspendable					
Prepaid costs	-	1,019	-	-	-
Restricted for					
Planning and development projects	-	-	-	-	-
Public safety	-	-	-	265,475	-
Community services	-	8,988,425	5,086	-	-
Public works	1,463,769	-	-	-	490,000
Capital projects	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	<u>1,463,769</u>	<u>8,989,444</u>	<u>5,086</u>	<u>265,475</u>	<u>490,000</u>
Total liabilities and fund balances	<u>\$ 1,486,451</u>	<u>\$ 9,103,410</u>	<u>\$ 5,086</u>	<u>\$ 298,169</u>	<u>\$ 571,377</u>

City of La Quinta, California
Combining Balance Sheet – Nonmajor Governmental Funds
June 30, 2021

	Special Revenue Funds				
	Quimby	La Quinta Public Safety Officer	Art in Public Places	South Coast Air Quality	AB 939
Assets					
Pooled cash and investments	\$ -	\$ 49,549	\$ 764,308	\$ 39,854	\$ 802,513
Receivables					
Accounts	-	-	-	-	-
Taxes	-	-	-	-	-
Accrued interest	-	20	306	16	321
Prepaid costs	-	-	-	-	-
Due from other governments	-	-	-	13,500	13,685
Total assets	\$ -	\$ 49,569	\$ 764,614	\$ 53,370	\$ 816,519
Liabilities and Fund Balances					
Liabilities					
Accounts payable	\$ -	\$ -	\$ -	\$ 20,846	\$ 9,866
Accrued liabilities	-	-	-	-	-
Unearned revenues	-	-	-	-	-
Due to other governments	-	-	-	-	-
Due to other funds	-	-	-	-	-
Total liabilities	-	-	-	20,846	9,866
Deferred Inflow of Resources					
Unavailable revenues	-	-	-	-	-
Fund Balances					
Nonspendable					
Prepaid costs	-	-	-	-	-
Restricted for					
Planning and development projects	-	-	-	32,524	806,653
Public safety	-	49,569	-	-	-
Community services	-	-	764,614	-	-
Public works	-	-	-	-	-
Capital projects	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	-	49,569	764,614	32,524	806,653
Total liabilities and fund balances	\$ -	\$ 49,569	\$ 764,614	\$ 53,370	\$ 816,519

City of La Quinta, California
Combining Balance Sheet – Nonmajor Governmental Funds
June 30, 2021

	Special Revenue Funds					Capital Projects Funds
	Law Enforcement	Measure A	Economic Development	AB 1379	Transportation Uniform Mitigation Fee	Maintenance Facilities DIF
Assets						
Pooled cash and investments	\$ 450,038	\$ 2,644,231	\$ 3,055,953	\$ 52,006	\$ 89,104	\$ 46,996
Receivables						
Accounts	-	-	500,000	-	-	-
Taxes	-	553,978	-	-	-	-
Accrued interest	180	1,059	1,224	21	-	19
Prepaid costs	-	-	-	-	-	-
Due from other governments	-	-	-	-	-	-
Total assets	\$ 450,218	\$ 3,199,268	\$ 3,557,177	\$ 52,027	\$ 89,104	\$ 47,015
Liabilities and Fund Balances						
Liabilities						
Accounts payable	\$ 2,587	\$ -	\$ 7,510	\$ 933	\$ 81,647	\$ -
Accrued liabilities	-	-	-	-	-	-
Unearned revenues	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-
Due to other funds	28,583	-	-	-	-	-
Total liabilities	31,170	-	7,510	933	81,647	-
Deferred Inflow of Resources						
Unavailable revenues	-	-	500,000	-	-	-
Fund Balances						
Nonspendable						
Prepaid costs	-	-	-	-	-	-
Restricted for						
Planning and development projects	-	-	-	51,094	7,457	47,015
Public safety	419,048	-	-	-	-	-
Community services	-	-	3,049,667	-	-	-
Public works	-	3,199,268	-	-	-	-
Capital projects	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-
Total fund balances	419,048	3,199,268	3,049,667	51,094	7,457	47,015
Total liabilities and fund balances	\$ 450,218	\$ 3,199,268	\$ 3,557,177	\$ 52,027	\$ 89,104	\$ 47,015

City of La Quinta, California
Combining Balance Sheet – Nonmajor Governmental Funds
June 30, 2021

	Capital Projects Funds				
	Infrastructure	Civic Center	Transportation	Parks and Recreation	Library Development
Assets					
Pooled cash and investments	\$ 19,391	\$ 498,420	\$ 2,265,582	\$ -	\$ -
Receivables					
Accounts	-	-	-	-	-
Taxes	-	-	-	-	-
Accrued interest	8	200	907	-	-
Prepaid costs	-	-	-	-	-
Due from other governments	-	-	-	-	-
Total assets	\$ 19,399	\$ 498,620	\$ 2,266,489	\$ -	\$ -
Liabilities and Fund Balances					
Liabilities					
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ -
Accrued liabilities	-	-	-	-	-
Unearned revenues	-	-	-	-	-
Due to other governments	-	-	-	-	1,458,789
Due to other funds	-	-	-	346,309	-
Total liabilities	-	-	-	346,309	1,458,789
Deferred Inflow of Resources					
Unavailable revenues	-	-	-	-	-
Fund Balances					
Nonspendable					
Prepaid costs	-	-	-	-	-
Restricted for					
Planning and development projects	-	-	-	-	-
Public safety	-	-	-	-	-
Community services	-	-	-	-	-
Public works	-	-	-	-	-
Capital projects	19,399	498,620	2,266,489	-	-
Unassigned	-	-	-	(346,309)	(1,458,789)
Total fund balances	19,399	498,620	2,266,489	(346,309)	(1,458,789)
Total liabilities and fund balances	\$ 19,399	\$ 498,620	\$ 2,266,489	\$ -	\$ -

City of La Quinta, California
Combining Balance Sheet – Nonmajor Governmental Funds
June 30, 2021

	Capital Projects Funds				Debt Service Fund	Total Governmental Funds
	Community Center	Street Facility	Park Facility	Fire Facility	Financing Authority	
Assets						
Pooled cash and investments	\$ 234,292	\$ 43,270	\$ 5,996	\$ 197,181	\$ 1,100	\$ 21,588,356
Receivables						
Accounts	-	-	-	-	-	500,000
Taxes	-	-	-	-	-	670,049
Accrued interest	94	17	-	79	-	8,718
Prepaid costs	-	-	-	-	-	1,019
Due from other governments	-	-	-	-	-	1,041,769
Total assets	<u>\$ 234,386</u>	<u>\$ 43,287</u>	<u>\$ 5,996</u>	<u>\$ 197,260</u>	<u>\$ 1,100</u>	<u>\$ 23,809,911</u>
Liabilities and Fund Balances						
Liabilities						
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ 349,975
Accrued liabilities	-	-	-	-	-	25,233
Unearned revenues	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	1,458,789
Due to other funds	-	-	-	-	-	374,892
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,100</u>	<u>2,208,889</u>
Deferred Inflow of Resources						
Unavailable revenues	-	-	-	-	-	500,000
Fund Balances						
Nonspendable						
Prepaid costs	-	-	-	-	-	1,019
Restricted for						
Planning and development projects	-	-	-	-	-	944,743
Public safety	-	-	-	197,260	-	931,352
Community services	-	-	5,996	-	-	12,813,788
Public works	-	43,287	-	-	-	5,196,324
Capital projects	234,386	-	-	-	-	3,018,894
Unassigned	-	-	-	-	-	(1,805,098)
Total fund balances	<u>234,386</u>	<u>43,287</u>	<u>5,996</u>	<u>197,260</u>	<u>-</u>	<u>21,101,022</u>
Total liabilities and fund balances	<u>\$ 234,386</u>	<u>\$ 43,287</u>	<u>\$ 5,996</u>	<u>\$ 197,260</u>	<u>\$ 1,100</u>	<u>\$ 23,809,911</u>

City of La Quinta, California
 Combining Statement of Revenues, Expenditures and Changes in Fund Balances –
 Nonmajor Governmental Funds
 Year Ended June 30, 2021

	Special Revenue Funds				
	State Gas Tax	Library and Museum	Federal Assistance	SLESA	Lighting and Landscaping
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-	984,435
Intergovernmental	1,648,708	2,974,364	293,162	156,727	-
Use of money and property	7,827	12,048	3,471	1,890	(2,629)
Developer participation	-	-	-	-	-
Miscellaneous	-	1,011	-	-	-
Total revenues	1,656,535	2,987,423	296,633	158,617	981,806
Expenditures					
Current					
General government	-	-	-	-	-
Public safety	-	-	-	101,530	-
Planning and development	-	-	-	-	-
Community services	-	2,047,533	-	-	-
Public works	937,025	-	-	-	2,010,646
Capital outlay	-	551	-	-	-
Debt service	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total expenditures	937,025	2,048,084	-	101,530	2,010,646
Excess (Deficiency) of Revenues over (under) Expenditures	719,510	939,339	296,633	57,087	(1,028,840)
Other Financing Sources (Uses)					
Transfers in	50,000	-	-	-	871,000
Transfers out	(299,384)	-	(286,276)	-	-
Total other financing sources (uses)	(249,384)	-	(286,276)	-	871,000
Net Change in Fund Balances	470,126	939,339	10,357	57,087	(157,840)
Fund Balances, Beginning of Year	993,643	8,050,105	(5,271)	208,388	647,840
Fund Balances, End of Year	\$ 1,463,769	\$ 8,989,444	\$ 5,086	\$ 265,475	\$ 490,000

City of La Quinta, California
 Combining Statement of Revenues, Expenditures and Changes in Fund Balances –
 Nonmajor Governmental Funds
 Year Ended June 30, 2021

	Special Revenue Funds				
	Quimby	La Quinta Public Safety Officer	Art in Public Places	South Coast Air Quality	AB 939
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ 60,486
Assessments	-	-	-	-	-
Intergovernmental	-	-	-	66,268	10,303
Use of money and property	(21,813)	12	956	151	(168)
Developer participation	57,228	-	84,977	-	-
Miscellaneous	-	-	-	-	-
Total revenues	<u>35,415</u>	<u>12</u>	<u>85,933</u>	<u>66,419</u>	<u>70,621</u>
Expenditures					
Current					
General government	-	-	-	-	-
Public safety	-	-	-	-	-
Planning and development	-	-	-	57,413	53,932
Community services	-	-	49,845	-	-
Public works	-	-	-	-	-
Capital outlay	-	-	13,500	-	-
Debt service	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>63,345</u>	<u>57,413</u>	<u>53,932</u>
Excess (Deficiency) of Revenues over (under) Expenditures	<u>35,415</u>	<u>12</u>	<u>22,588</u>	<u>9,006</u>	<u>16,689</u>
Other Financing Sources (Uses)					
Transfers in	-	2,000	50,000	-	-
Transfers out	(1,600,989)	-	-	-	-
Total other financing sources (uses)	<u>(1,600,989)</u>	<u>2,000</u>	<u>50,000</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balances	(1,565,574)	2,012	72,588	9,006	16,689
Fund Balances, Beginning of Year	<u>1,565,574</u>	<u>47,557</u>	<u>692,026</u>	<u>23,518</u>	<u>789,964</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ 49,569</u>	<u>\$ 764,614</u>	<u>\$ 32,524</u>	<u>\$ 806,653</u>

City of La Quinta, California
 Combining Statement of Revenues, Expenditures and Changes in Fund Balances –
 Nonmajor Governmental Funds
 Year Ended June 30, 2021

	Special Revenue Funds					Capital Projects Fund
	Law Enforcement	Measure A	Economic Development	AB 1379	Transportation Uniform Mitigation Fee	Maintenance Facilities DIF
	Revenues					
Taxes	\$ -	\$ 1,917,446	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-	-	-
Intergovernmental	10,486	-	-	17,112	-	-
Use of money and property	(10,397)	23,217	(21,876)	227	(4,040)	691
Developer participation	-	-	-	-	-	46,324
Miscellaneous	-	-	-	-	-	-
Total revenues	89	1,940,663	(21,876)	17,339	(4,040)	47,015
Expenditures						
Current						
General government	-	-	-	-	-	-
Public safety	42,263	-	-	-	-	-
Planning and development	-	-	1,494,374	3,310	-	-
Community services	-	-	-	-	-	-
Public works	-	8,770	-	-	-	-
Capital outlay	-	-	-	-	-	-
Debt service	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	42,263	8,770	1,494,374	3,310	-	-
Excess (Deficiency) of Revenues over (under) Expenditures	(42,174)	1,931,893	(1,516,250)	14,029	(4,040)	47,015
Other Financing Sources (Uses)						
Transfers in	332,000	-	500,000	-	-	-
Transfers out	(1,085,899)	(260,085)	-	-	-	-
Total other financing sources (uses)	(753,899)	(260,085)	500,000	-	-	-
Net Change in Fund Balances	(796,073)	1,671,808	(1,016,250)	14,029	(4,040)	47,015
Fund Balances, Beginning of Year	1,215,121	1,527,460	4,065,917	37,065	11,497	-
Fund Balances, End of Year	\$ 419,048	\$ 3,199,268	\$ 3,049,667	\$ 51,094	\$ 7,457	\$ 47,015

City of La Quinta, California
 Combining Statement of Revenues, Expenditures and Changes in Fund Balances –
 Nonmajor Governmental Funds
 Year Ended June 30, 2021

	Capital Projects Funds				
	Infrastructure	Civic Center	Transportation	Parks and Recreation	Library Development
Revenues					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Use of money and property	(9)	2,828	(5,543)	(5,939)	-
Developer participation	-	194,521	693,586	328,072	61,531
Miscellaneous	-	-	-	-	-
Total revenues	<u>(9)</u>	<u>197,349</u>	<u>688,043</u>	<u>322,133</u>	<u>61,531</u>
Expenditures					
Current					
General government	-	-	-	-	-
Public safety	-	-	-	-	-
Planning and development	-	-	-	-	-
Community services	-	-	-	-	-
Public works	-	-	400,001	-	-
Capital outlay	-	-	-	-	-
Debt service	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	15,133
Total expenditures	<u>-</u>	<u>-</u>	<u>400,001</u>	<u>-</u>	<u>15,133</u>
Excess (Deficiency) of Revenues over (under) Expenditures	<u>(9)</u>	<u>197,349</u>	<u>288,042</u>	<u>322,133</u>	<u>46,398</u>
Other Financing Sources (Uses)					
Transfers in	-	-	-	-	-
Transfers out	-	-	(343,055)	(962,469)	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>(343,055)</u>	<u>(962,469)</u>	<u>-</u>
Net Change in Fund Balances	(9)	197,349	(55,013)	(640,336)	46,398
Fund Balances, Beginning of Year	19,408	301,271	2,321,502	294,027	(1,505,187)
Fund Balances, End of Year	<u>\$ 19,399</u>	<u>\$ 498,620</u>	<u>\$ 2,266,489</u>	<u>\$ (346,309)</u>	<u>\$ (1,458,789)</u>

City of La Quinta, California
 Combining Statement of Revenues, Expenditures and Changes in Fund Balances –
 Nonmajor Governmental Funds
 Year Ended June 30, 2021

	Capital Projects Funds				Debt Service Fund	Total Governmental Funds
	Community Center	Street Facility	Park Facility	Fire Facility	Financing Authority	
Revenues						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,977,932
Assessments	-	-	-	-	-	984,435
Intergovernmental	-	-	-	-	-	5,177,130
Use of money and property	752	62	(47)	867	1,100	(16,362)
Developer participation	142,520	4,095	320	60,357	-	1,673,531
Miscellaneous	-	-	-	-	-	1,011
Total revenues	143,272	4,157	273	61,224	1,100	9,797,677
Expenditures						
Current						
General government	-	-	-	-	1,100	1,100
Public safety	-	-	-	-	-	143,793
Planning and development	-	-	-	-	-	1,609,029
Community services	-	-	-	-	-	2,097,378
Public works	-	-	-	-	-	3,356,442
Capital outlay	-	-	-	-	-	14,051
Debt service						
Interest and fiscal charges	-	-	-	-	-	15,133
Total expenditures	-	-	-	-	1,100	7,236,926
Excess (Deficiency) of Revenues over (under) Expenditures	143,272	4,157	273	61,224	-	2,560,751
Other Financing Sources (Uses)						
Transfers in	-	-	-	-	-	1,805,000
Transfers out	(101,639)	-	-	-	-	(4,939,796)
Total other financing sources (uses)	(101,639)	-	-	-	-	(3,134,796)
Net Change in Fund Balances	41,633	4,157	273	61,224	-	(574,045)
Fund Balances, Beginning of Year	192,753	39,130	5,723	136,036	-	21,675,067
Fund Balances, End of Year	\$ 234,386	\$ 43,287	\$ 5,996	\$ 197,260	\$ -	\$ 21,101,022

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 State Gas Tax
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 993,643	\$ 993,643	\$ 993,643	\$ -
Resources (Inflows)				
Intergovernmental	1,719,400	1,732,800	1,648,708	(84,092)
Use of money and property	9,000	9,000	7,827	(1,173)
Transfers in	50,000	50,000	50,000	-
Amounts available for appropriations	<u>2,772,043</u>	<u>2,785,443</u>	<u>2,700,178</u>	<u>(85,265)</u>
Charges to Appropriation (Outflows)				
Public works	980,200	1,062,200	937,025	125,175
Transfers out	795,100	1,226,569	299,384	927,185
Total charges to appropriations	<u>1,775,300</u>	<u>2,288,769</u>	<u>1,236,409</u>	<u>1,052,360</u>
Budgetary Fund Balance, June 30	<u>\$ 996,743</u>	<u>\$ 496,674</u>	<u>\$ 1,463,769</u>	<u>\$ 967,095</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 Library and Museum
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 8,050,105	\$ 8,050,105	\$ 8,050,105	\$ -
Resources (Inflows)				
Intergovernmental	2,727,000	2,727,000	2,974,364	247,364
Use of money and property	80,000	80,000	12,048	(67,952)
Miscellaneous revenue	1,500	200	1,011	811
Amounts available for appropriations	<u>10,858,605</u>	<u>10,857,305</u>	<u>11,037,528</u>	<u>180,223</u>
Charges to Appropriation (Outflows)				
Community services	1,710,100	2,313,100	2,047,533	265,567
Capital Outlay	5,000	5,000	551	4,449
Total charges to appropriations	<u>1,715,100</u>	<u>2,318,100</u>	<u>2,048,084</u>	<u>270,016</u>
Budgetary Fund Balance, June 30	<u>\$ 9,143,505</u>	<u>\$ 8,539,205</u>	<u>\$ 8,989,444</u>	<u>\$ 450,239</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 Federal Assistance
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ (5,271)	\$ (5,271)	\$ (5,271)	\$ -
Resources (Inflows)				
Intergovernmental	141,900	147,472	293,162	145,690
Use of money and property	-	-	3,471	3,471
Amounts available for appropriations	<u>136,629</u>	<u>142,201</u>	<u>291,362</u>	<u>149,161</u>
Charges to Appropriation (Outflows)				
Public Works	20,000	20,000	-	20,000
Transfers out	<u>121,900</u>	<u>301,339</u>	<u>286,276</u>	<u>15,063</u>
Total charges to appropriations	<u>141,900</u>	<u>321,339</u>	<u>286,276</u>	<u>35,063</u>
Budgetary Fund Balance, June 30	<u>\$ (5,271)</u>	<u>\$ (179,138)</u>	<u>\$ 5,086</u>	<u>\$ 184,224</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 SLESA
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 208,388	\$ 208,388	\$ 208,388	\$ -
Resources (Inflows)				
Intergovernmental	100,000	100,000	156,727	56,727
Use of money and property	<u>1,000</u>	<u>1,000</u>	<u>1,890</u>	<u>890</u>
Amounts available for appropriations	<u>309,388</u>	<u>309,388</u>	<u>367,005</u>	<u>57,617</u>
Charges to Appropriation (Outflows)				
Public safety	<u>100,000</u>	<u>100,000</u>	<u>101,530</u>	<u>(1,530)</u>
Budgetary Fund Balance, June 30	<u>\$ 209,388</u>	<u>\$ 209,388</u>	<u>\$ 265,475</u>	<u>\$ 56,087</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 Lighting and Landscaping
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 647,840	\$ 647,840	\$ 647,840	\$ -
Resources (Inflows)				
Assessments	996,000	976,100	984,435	8,335
Use of money and property	10,000	10,000	(2,629)	(12,629)
Transfers in	871,000	871,000	871,000	-
Amounts available for appropriations	<u>2,524,840</u>	<u>2,504,940</u>	<u>2,500,646</u>	<u>(4,294)</u>
Charges to Appropriation (Outflows)				
Public works	<u>1,876,600</u>	<u>2,126,600</u>	<u>2,010,646</u>	<u>115,954</u>
Budgetary Fund Balance, June 30	<u>\$ 648,240</u>	<u>\$ 378,340</u>	<u>\$ 490,000</u>	<u>\$ 111,660</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 Quimby
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 1,565,574	\$ 1,565,574	\$ 1,565,574	\$ -
Resources (Inflows)				
Use of money and property	30,000	30,000	(21,813)	(51,813)
Developer participation	50,000	50,000	57,228	7,228
Amounts available for appropriations	<u>1,645,574</u>	<u>1,645,574</u>	<u>1,600,989</u>	<u>(44,585)</u>
Charges to Appropriation (Outflows)				
Transfers out	<u>-</u>	<u>2,781,625</u>	<u>1,600,989</u>	<u>1,180,636</u>
Budgetary Fund Balance, June 30	<u>\$ 1,645,574</u>	<u>\$ (1,136,051)</u>	<u>\$ -</u>	<u>\$ 1,136,051</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 Public Safety
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 47,557	\$ 47,557	\$ 47,557	\$ -
Resources (Inflows)				
Use of money and property	600	600	12	(588)
Transfers in	2,000	2,000	2,000	-
Amounts available for appropriations	50,157	50,157	49,569	(588)
Budgetary Fund Balance, June 30	\$ 50,157	\$ 50,157	\$ 49,569	\$ (588)

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 Art in Public Places
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 692,026	\$ 692,026	\$ 692,026	\$ -
Resources (Inflows)				
Use of money and property	6,000	6,000	956	(5,044)
Developer participation	55,000	65,000	84,977	19,977
Transfer In	50,000	50,000	50,000	-
Amounts available for appropriations	<u>803,026</u>	<u>813,026</u>	<u>827,959</u>	<u>14,933</u>
Charges to Appropriation (Outflows)				
Community services	60,000	60,000	49,845	10,155
Capital outlay	50,000	50,000	13,500	36,500
Transfers out	-	615,700	-	615,700
Total charges to appropriations	<u>110,000</u>	<u>725,700</u>	<u>63,345</u>	<u>662,355</u>
Budgetary Fund Balance, June 30	<u>\$ 693,026</u>	<u>\$ 87,326</u>	<u>\$ 764,614</u>	<u>\$ 677,288</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 South Coast Air Quality
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 23,518	\$ 23,518	\$ 23,518	\$ -
Resources (Inflows)				
Intergovernmental	52,000	52,000	66,268	14,268
Use of money and property	1,000	1,000	151	(849)
Amounts available for appropriations	76,518	76,518	89,937	13,419
Charges to Appropriation (Outflows)				
Planning and development	42,200	48,900	57,413	(8,513)
Budgetary Fund Balance, June 30	\$ 34,318	\$ 27,618	\$ 32,524	\$ 4,906

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 AB 939
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 789,964	\$ 789,964	\$ 789,964	\$ -
Resources (InFlows)				
Taxes	61,000	61,000	60,486	(514)
Intergovernmental	-	-	10,303	10,303
Use of money and property	15,000	15,000	(168)	(15,168)
Amounts available for appropriations	<u>865,964</u>	<u>865,964</u>	<u>860,585</u>	<u>(5,379)</u>
Charges to Appropriation (Outflows)				
Planning and development	<u>100,000</u>	<u>250,000</u>	<u>53,932</u>	<u>196,068</u>
Budgetary Fund Balance, June 30	<u>\$ 765,964</u>	<u>\$ 615,964</u>	<u>\$ 806,653</u>	<u>\$ 190,689</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 Law Enforcement
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 1,215,121	\$ 1,215,121	\$ 1,215,121	\$ -
Resources (Inflows)				
Intergovernmental	17,000	24,600	10,486	(14,114)
Use of money and property	10,100	10,100	(10,397)	(20,497)
Transfer In	-	332,000	332,000	-
	1,242,221	1,581,821	1,547,210	(34,611)
Amounts available for appropriations				
Charges to Appropriation (Outflows)				
Public safety	17,000	24,600	42,263	(17,663)
Transfers out	1,000,000	1,372,296	1,085,899	286,397
	1,017,000	1,396,896	1,128,162	268,734
Total Charges to Appropriations				
Budgetary Fund Balance, June 30	\$ 225,221	\$ 184,925	\$ 419,048	\$ 234,123

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 Measure A
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 1,527,460	\$ 1,527,460	\$ 1,527,460	\$ -
Resources (Inflows)				
Taxes	1,299,000	1,499,000	1,917,446	418,446
Use of money and property	20,000	20,000	23,217	3,217
Amounts available for appropriations	<u>2,846,460</u>	<u>3,046,460</u>	<u>3,468,123</u>	<u>421,663</u>
Charges to Appropriation (OutFlows)				
Public Works	-	-	8,770	(8,770)
Transfers out	1,263,900	2,455,084	260,085	2,194,999
Total charges to appropriations	<u>1,263,900</u>	<u>2,455,084</u>	<u>268,855</u>	<u>2,186,229</u>
Budgetary Fund Balance, June 30	<u>\$ 1,582,560</u>	<u>\$ 591,376</u>	<u>\$ 3,199,268</u>	<u>\$ 2,607,892</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 Economic Development
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 4,065,917	\$ 4,065,917	\$ 4,065,917	\$ -
Resources (Inflows)				
Use of money and property	40,000	40,000	(21,876)	(61,876)
Transfer in	-	609,100	500,000	(109,100)
Amounts available for appropriations	<u>4,105,917</u>	<u>4,715,017</u>	<u>4,544,041</u>	<u>(170,976)</u>
Charges to Appropriation (Outflows)				
Planning and development	<u>10,000</u>	<u>1,630,500</u>	<u>1,494,374</u>	<u>136,126</u>
Budgetary Fund Balance, June 30	<u>\$ 4,095,917</u>	<u>\$ 3,084,517</u>	<u>\$ 3,049,667</u>	<u>\$ (34,850)</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Special Revenue Fund
 AB 1379
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 37,065	\$ 37,065	\$ 37,065	\$ -
Resources (Inflows)				
Intergovernmental	18,000	18,000	17,112	(888)
Use of money and property	200	200	227	27
Amounts available for appropriations	<u>55,265</u>	<u>55,265</u>	<u>54,404</u>	<u>(861)</u>
Charges to Appropriation (Outflows)				
Planning and development	<u>4,400</u>	<u>4,400</u>	<u>3,310</u>	<u>1,090</u>
Budgetary Fund Balance, June 30	<u>\$ 50,865</u>	<u>\$ 50,865</u>	<u>\$ 51,094</u>	<u>\$ 229</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Capital Improvement
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ (3,664,785)	\$ (3,664,785)	\$ (3,664,785)	\$ -
Resources (Inflows)				
Intergovernmental	12,535,500	38,324,315	11,991,234	(26,333,081)
Developer participation	-	1,072,681	171,134	(901,547)
Transfers in	6,522,800	35,453,956	8,976,267	(26,477,689)
Amounts available for appropriations	<u>15,393,515</u>	<u>71,186,167</u>	<u>17,473,850</u>	<u>(53,712,317)</u>
Charges to Appropriation (Outflows)				
Planning and development	1,505,000	2,719,380	1,086,169	1,633,211
Capital outlay	17,553,300	68,919,366	17,764,845	51,154,521
Total charges to appropriations	<u>19,058,300</u>	<u>71,638,746</u>	<u>18,851,014</u>	<u>52,787,732</u>
Budgetary Fund Balance, June 30	<u>\$ (3,664,785)</u>	<u>\$ (452,579)</u>	<u>\$ (1,377,164)</u>	<u>\$ (924,585)</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Infrastructure
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 19,408	\$ 19,408	\$ 19,408	\$ -
Resources (Inflows)				
Use of money and property	<u>200</u>	<u>200</u>	<u>(9)</u>	<u>(209)</u>
Amounts available for appropriations	<u>19,608</u>	<u>19,608</u>	<u>19,399</u>	<u>(209)</u>
Charges to Appropriation (Outflows)				
Transfers out	<u>-</u>	<u>22,618</u>	<u>-</u>	<u>22,618</u>
Budgetary Fund Balance, June 30	<u><u>\$ 19,608</u></u>	<u><u>\$ (3,010)</u></u>	<u><u>\$ 19,399</u></u>	<u><u>\$ 22,409</u></u>

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Civic Center
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 301,271	\$ 301,271	\$ 301,271	\$ -
Resources (Inflows)				
Use of money and property	-	2,000	2,828	828
Developer participation	110,000	110,000	194,521	84,521
Amounts available for appropriations	411,271	413,271	498,620	85,349
Budgetary Fund Balance, June 30	\$ 411,271	\$ 413,271	\$ 498,620	\$ 85,349

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Transportation
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 2,321,502	\$ 2,321,502	\$ 2,321,502	\$ -
Resources (Inflows)				
Use of money and property	30,000	30,000	(5,543)	(35,543)
Developer participation	350,000	350,000	693,586	343,586
Amounts available for appropriations	<u>2,701,502</u>	<u>2,701,502</u>	<u>3,009,545</u>	<u>308,043</u>
Charges to Appropriation (Outflows)				
Public works	400,000	400,000	400,001	1
Transfers out	893,000	1,557,670	343,055	1,214,615
Total charges to appropriations	<u>1,293,000</u>	<u>1,957,670</u>	<u>743,056</u>	<u>1,214,616</u>
Budgetary Fund Balance, June 30	<u>\$ 1,408,502</u>	<u>\$ 743,832</u>	<u>\$ 2,266,489</u>	<u>\$ 1,522,659</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Parks and Recreation
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 294,027	\$ 294,027	\$ 294,027	\$ -
Resources (Inflows)				
Use of money and property	4,000	4,000	(5,939)	(9,939)
Developer participation	<u>300,000</u>	<u>300,000</u>	<u>328,072</u>	<u>28,072</u>
Amounts available for appropriations	<u>598,027</u>	<u>598,027</u>	<u>616,160</u>	<u>18,133</u>
Charges to Appropriation (Outflows)				
Transfers out	<u>-</u>	<u>959,713</u>	<u>962,469</u>	<u>(2,756)</u>
Budgetary Fund Balance, June 30	<u>\$ 598,027</u>	<u>\$ (361,686)</u>	<u>\$ (346,309)</u>	<u>\$ 15,377</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Library Development
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ (1,505,187)	\$ (1,505,187)	\$ (1,505,187)	\$ -
Resources (Inflows)				
Developer participation	<u>45,000</u>	<u>45,000</u>	<u>61,531</u>	<u>16,531</u>
Amounts available for appropriations	<u>(1,460,187)</u>	<u>(1,460,187)</u>	<u>(1,443,656)</u>	<u>16,531</u>
Charges to Appropriation (Outflows)				
Debt service				
Interest and fiscal charges	<u>30,000</u>	<u>30,000</u>	<u>15,133</u>	<u>14,867</u>
Budgetary Fund Balance, June 30	<u>\$ (1,490,187)</u>	<u>\$ (1,490,187)</u>	<u>\$ (1,458,789)</u>	<u>\$ 31,398</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Community Center
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 192,753	\$ 192,753	\$ 192,753	\$ -
Resources (Inflows)				
Use of money and property	1,500	1,500	752	(748)
Developer participation	<u>15,000</u>	<u>75,000</u>	<u>142,520</u>	<u>67,520</u>
Amounts available for appropriations	<u>209,253</u>	<u>269,253</u>	<u>336,025</u>	<u>66,772</u>
Charges to Appropriation (Outflows)				
Transfers out	<u>-</u>	<u>101,639</u>	<u>101,639</u>	<u>-</u>
Budgetary Fund Balance, June 30	<u>\$ 209,253</u>	<u>\$ 167,614</u>	<u>\$ 234,386</u>	<u>\$ 66,772</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Street Facility
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 39,130	\$ 39,130	\$ 39,130	\$ -
Resources (Inflows)				
Use of money and property	-	-	62	62
Developer participation	17,000	2,000	4,095	2,095
Amounts available for appropriations	56,130	41,130	43,287	2,157
Budgetary Fund Balance, June 30	<u>\$ 56,130</u>	<u>\$ 41,130</u>	<u>\$ 43,287</u>	<u>\$ 2,157</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Park Facility
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 5,723	\$ 5,723	\$ 5,723	\$ -
Resources (Inflows)				
Use of money and property	100	100	(47)	(147)
Developer participation	7,000	400	320	(80)
Amounts available for appropriations	<u>12,823</u>	<u>6,223</u>	<u>5,996</u>	<u>(227)</u>
Charges to Appropriation (Outflows)				
Transfers out	<u>-</u>	<u>5,600</u>	<u>-</u>	<u>5,600</u>
Budgetary Fund Balance, June 30	<u>\$ 12,823</u>	<u>\$ 623</u>	<u>\$ 5,996</u>	<u>\$ 5,373</u>

City of La Quinta, California
 Budgetary Comparison Schedule – Capital Projects Fund
 Fire Facility
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ 136,036	\$ 136,036	\$ 136,036	\$ -
Resources (Inflows)				
Use of money and property	500	500	867	367
Developer participation	55,000	55,000	60,357	5,357
Amounts available for appropriations	191,536	191,536	197,260	5,724
Budgetary Fund Balance, June 30	\$ 191,536	\$ 191,536	\$ 197,260	\$ 5,724

City of La Quinta, California
 Budgetary Comparison Schedule – Debt Service Fund
 Financing Authority
 Year Ended June 30, 2021

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Budgetary Fund Balance, July 1	\$ -	\$ -	\$ -	\$ -
Resources (Inflows)				
Use of money and property	<u>1,000</u>	<u>1,000</u>	<u>1,100</u>	<u>100</u>
Amounts available for appropriations	<u>1,000</u>	<u>1,000</u>	<u>1,100</u>	<u>100</u>
Charges to Appropriation (Outflows)				
General government	<u>1,100</u>	<u>1,100</u>	<u>1,100</u>	<u>-</u>
Budgetary Fund Balance, June 30	<u><u>\$ (100)</u></u>	<u><u>\$ (100)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 100</u></u>

Internal service funds are used to account for activities involved in rendering services to departments within the City. Costs of materials and services used are accumulated in this fund and charged to the user departments as such good are delivered or services rendered.

The City of La Quinta has the following Internal Service Funds:

Equipment Replacement Fund – To account for the operational maintenance and ultimate replacement of City owned and operated vehicles and equipment.

Information Technology Fund – To account for the purchase and replacement of information systems.

Park Equipment and Facilities Fund – To account for the purchase and replacement of City owned and operated park equipment and facilities.

Insurance Fund – To account for the City's insurance coverage.

City of La Quinta, California
 Combining Statement of Net Position
 Internal Service Funds
 June 30, 2021

	Governmental Activities - Internal Service Funds				Totals
	Equipment Replacement	Information Technology	Park Equipment and Facilities	Insurance	
Assets					
Current					
Pooled cash and investments	\$ 3,638,607	\$ 1,835,005	\$ 3,681,352	\$ 362,498	\$ 9,517,462
Receivables					
Accounts	-	-	-	6,096	6,096
Accrued interest	1,457	735	1,474	143	3,809
Prepaid costs	-	113,691	-	108,232	221,923
Total current assets	3,640,064	1,949,431	3,682,826	476,969	9,749,290
Noncurrent					
Capital assets - net of accumulated depreciation	1,136,452	346,109	12,107,952	-	13,590,513
Total assets	4,776,516	2,295,540	15,790,778	476,969	23,339,803
Liabilities					
Current					
Accounts payable	60,265	31,780	2,315	182	94,542
Accrued liabilities	-	1,233	-	(1)	1,232
Current portion of capital leases	193,508	33,601	-	-	227,109
Total current liabilities	253,773	66,614	2,315	181	322,883
Noncurrent					
Long-term portion of capital leases	140,538	50,403	-	-	190,941
Total liabilities	394,311	117,017	2,315	181	513,824
Net Position					
Net investment in capital assets	802,406	262,105	12,107,952	-	13,172,463
Unrestricted	3,579,799	1,916,418	3,680,511	476,788	9,653,516
Total net position	\$ 4,382,205	\$ 2,178,523	\$ 15,788,463	\$ 476,788	\$ 22,825,979

City of La Quinta, California
 Combining Statement of Revenues, Expenses and Changes in Fund Net Position
 Internal Service Funds
 Year Ended June 30, 2021

	Governmental Activities - Internal Service Funds				Totals
	Equipment Replacement	Information Technology	Park Equipment and Facilities	Insurance	
Operating Revenues					
Sales and service charges	\$ 871,500	\$ 1,716,309	\$ 200,000	\$ 927,500	\$ 3,715,309
Operating Expenses					
Administration and general	27,476	43,631	-	165,416	236,523
Fuel and oil	80,734	-	-	-	80,734
Maintenance and parts	116,728	-	-	-	116,728
Contract services	-	443,381	51,791	-	495,172
Software and supplies	-	470,908	-	699,594	1,170,502
Depreciation expense	313,217	128,667	519,350	-	961,234
Total operating expenses	538,155	1,086,587	571,141	865,010	3,060,893
Operating Income (Loss)	333,345	629,722	(371,141)	62,490	654,416
Nonoperating Revenue (Expenses)					
Interest revenue	2,716	8,558	(1,762)	4,991	14,503
Miscellaneous revenue	-	-	10,129	4,000	14,129
Interest expense	(26,948)	-	-	-	(26,948)
Gain on disposal of capital assets	21,268	25,825	-	-	47,093
Total nonoperating revenues	(2,964)	34,383	8,367	8,991	48,777
Income (Loss) Before Transfers	330,381	664,105	(362,774)	71,481	703,193
Transfers in	-	-	-	-	-
Transfers out	-	-	(87,986)	-	(87,986)
Changes in Net Position	330,381	664,105	(450,760)	71,481	615,207
Net Position					
Beginning of Year	4,051,824	1,514,418	16,239,223	405,307	22,210,772
End of Year	\$ 4,382,205	\$ 2,178,523	\$ 15,788,463	\$ 476,788	\$ 22,825,979

City of La Quinta, California
Combining Statement of Cash Flows
Internal Service Funds
Year Ended June 30, 2021

	Governmental Activities - Internal Service Funds				
	Equipment Replacement	Information Technology	Park Equipment and Facilities	Insurance	Totals
Operating Activities					
Cash received from interfund services provided	\$ 871,500	\$ 1,716,309	\$ 200,000	\$ 921,405	\$ 3,709,214
Cash paid to suppliers for goods and services	(307,840)	(1,007,003)	(80,994)	(588,873)	(1,984,710)
Cash paid to employees for services	-	-	-	(1)	(1)
Net Cash from Operating Activities	563,660	709,306	119,006	332,531	1,724,503
Non-Capital Financing Activities					
Cash transfers out	-	-	(87,986)	-	(87,986)
Net Cash from (used for) Non-Capital Financing Activities	-	-	(87,986)	-	(87,986)
Capital and Related Financing Activities					
Capital contributions	-	-	10,130	-	10,130
Acquisition and construction of capital assets	(28,161)	(120,994)	(12,126)	-	(161,281)
Interest paid on capital debt	(26,944)	-	-	-	(26,944)
Capital lease	(244,200)	(33,601)	-	-	(277,801)
Proceeds from sales of capital assets	21,268	25,825	-	-	47,093
Net Cash from (used for) Capital and Related Financing Activities	(278,037)	(128,770)	(1,996)	-	(408,803)
Investing Activities					
Interest received	6,570	9,798	2,554	8,881	27,803
Net Change in Cash and Cash Equivalents	292,193	590,334	31,578	341,412	1,255,517
Cash and Cash Equivalents, Beginning of Year	3,346,414	1,244,671	3,649,774	21,086	8,261,945
Cash and Cash Equivalents, End of Year	\$ 3,638,607	\$ 1,835,005	\$ 3,681,352	\$ 362,498	\$ 9,517,462
Reconciliation of operating income to net cash from (used for) operating activities					
Operating income (loss)	\$ 333,345	\$ 629,722	\$ (371,141)	\$ 62,490	\$ 654,416
Adjustments to reconcile operating income (loss) to net cash from (used for) operating activities					
Depreciation	313,217	128,667	519,350	-	961,234
Changes in					
Prepaid costs	-	(38,778)	-	275,956	237,178
Accounts receivable	-	-	-	(6,096)	(6,096)
Accounts payable	(82,902)	(10,166)	(29,203)	182	(122,089)
Accrued liabilities	-	(139)	-	(1)	(140)
Net Cash from Operating Activities	\$ 563,660	\$ 709,306	\$ 119,006	\$ 332,531	\$ 1,724,503

Statistical Section

June 30, 2021

City of La Quinta, California

[CLICK HERE to Return to Agenda](#)

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This part of the City of La Quinta’s comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City’s overall financial health.

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Debt Capacity	
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Demographic and Economic Information	
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Operating Information	
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Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

CITY OF LA QUINTA

**Net Position by Component
Last Ten Fiscal Years
(Accrual basis of accounting)**

	Fiscal Year				
	2012	2013	2014	2015	2016
Governmental Activities					
Net investment in capital assets	\$ 534,388,479	\$ 529,681,342	\$ 527,614,666	\$ 523,495,389	\$ 516,499,682
Restricted	26,585,382	49,598,397	53,669,248	62,472,221	61,148,731
Unrestricted	89,832,811	83,399,745	83,907,046	74,362,189	84,439,071
Total Governmental Activities Net Position	650,806,672	662,679,484	665,190,960	660,329,799	662,087,484
Business-Type Activities					
Net investment in capital assets	42,105,683	41,741,443	41,354,565	44,118,111	43,898,784
Restricted	-	-	-	-	-
Unrestricted	(4,745,892)	(4,750,604)	(4,674,666)	(4,892,647)	(5,086,906)
Total Business-Type Activities Net Position	37,359,791	36,990,839	36,679,899	39,225,464	38,811,878
Primary Government					
Net investment in capital assets	576,494,162	571,422,785	568,969,231	567,613,500	560,398,466
Restricted	26,585,382	49,598,397	53,669,248	62,472,221	61,148,731
Unrestricted	85,086,919	78,649,141	79,232,380	69,469,542	79,352,165
Total Primary Government Net Position	688,166,463	699,670,323	701,870,859	699,555,263	700,899,362

Source: City of La Quinta

TABLE 1

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
					Governmental Activities:
\$ 517,039,487	\$ 510,913,594	\$ 519,221,969	\$ 509,777,422	\$ 519,203,177	Net investment in capital assets
38,824,860	39,204,789	44,815,499	46,001,248	46,711,801	Restricted
118,125,125	130,950,644	138,584,041	142,418,499	162,887,430	Unrestricted
<u>673,989,472</u>	<u>681,069,027</u>	<u>702,621,509</u>	<u>698,197,169</u>	<u>728,802,408</u>	Total Governmental Activities Net Position
					Business-Type Activities:
43,836,868	43,585,880	43,375,536	39,712,955	42,717,914	Net investment in capital assets
-	-	-	-	-	Restricted
(5,140,966)	(5,203,212)	240,125	3,145,820	368,750	Unrestricted
<u>38,695,902</u>	<u>38,382,668</u>	<u>43,615,661</u>	<u>42,858,775</u>	<u>43,086,664</u>	Total Business-Type Activities Net Position
					Primary Government:
560,876,355	554,499,474	562,597,505	549,490,377	561,921,091	Net investment in capital assets
38,824,860	39,204,789	44,815,499	46,001,248	46,711,801	Restricted
112,984,159	125,747,432	138,824,166	145,564,319	163,256,180	Unrestricted
<u>712,685,374</u>	<u>719,451,695</u>	<u>746,237,170</u>	<u>741,055,944</u>	<u>771,889,072</u>	Total Primary Government Net Position

CITY OF LA QUINTA

**Changes in Net Position
Last Ten Fiscal Years
(Accrual basis of accounting)**

	Fiscal Year				
	2012	2013	2014	2015	2016
Expenses					
Governmental activities:					
General government	\$ 6,183,712	\$ 4,511,023	\$ 4,830,239	\$ 5,166,732	\$ 5,645,004
Public safety	20,815,454	21,047,691	21,169,423	21,636,149	22,067,603
Planning and development	6,378,352	2,274,541	3,098,015	2,212,013	3,359,732
Community services	5,093,402	4,986,104	4,130,085	5,992,362	6,214,098
Public works	13,288,521	11,803,133	12,610,994	18,116,732	12,157,245
Contribution to other agencies	-	-	-	-	-
Interest on long-term debt	3,021,496	447,048	405,977	340,716	343,129
Total governmental activities expenditures	54,780,937	45,069,540	46,244,733	53,464,704	49,786,811
Business-type activities:					
Golf course	4,085,282	4,208,855	4,971,977	5,053,360	4,373,586
Total business-type activities expenditures	4,085,282	4,208,855	4,971,977	5,053,360	4,373,586
Total Primary Government Expenditures	58,866,219	49,278,395	51,216,710	58,518,064	54,160,397
Program Revenues					
Governmental activities:					
Charges for services:					
General government	86,869	38,812	71,042	121,140	192,538
Public safety	1,020,822	927,604	1,412,819	1,655,421	1,378,704
Planning and development	68,470	112,695	595,980	489,589	467,053
Community services	247,397	245,392	1,224,719	307,869	386,824
Public works	1,080,744	1,209,438	1,195,703	1,197,069	1,134,630
Operating grants and contributions	11,289,673	28,068,940	14,587,153	16,829,107	12,213,338
Capital grants and contributions	9,990,793	-	3,981,286	3,536,444	1,076,145
Total governmental activities program revenues	23,784,768	30,602,881	23,068,702	24,136,639	16,849,232
Business-type activities:					
Charges for services:					
Golf course	3,871,898	3,736,879	3,481,424	3,561,857	3,621,495
Capital grants and contributions	-	-	-	2,872,122	-
Total business-type activities program revenues	3,871,898	3,736,879	3,481,424	6,433,979	3,621,495
Total Primary Government Program Revenues	27,656,666	34,339,760	26,550,126	30,570,618	20,470,727
Net Revenues (Expenditures):					
Governmental activities	(30,996,169)	(14,466,659)	(23,176,031)	(29,328,065)	(32,937,579)
Business-type activities	(213,384)	(471,976)	(1,490,553)	1,380,619	(752,091)
Total Net Revenues (Expenditures)	(31,209,553)	(14,938,635)	(24,666,584)	(27,947,446)	(33,689,670)
General Revenues and Other Changes in Net Position:					
Governmental activities:					
Taxes:					
Property taxes	21,370,476	7,043,604	9,193,753	8,776,491	8,798,296
Tax increment	-	-	-	-	-
Transient occupancy taxes	5,446,883	5,980,684	6,307,737	6,637,183	7,835,745
Sales tax	7,713,741	7,833,545	8,786,819	8,873,008	9,107,046
Franchise taxes	1,687,440	1,669,476	1,688,263	1,861,453	1,799,938
Business license taxes	293,592	292,966	307,654	306,087	334,465
Other taxes	428,963	518,778	580,834	530,336	516,964
Motor vehicle in lieu, unrestricted	3,173,826	3,157,330	3,291,042	3,486,367	3,651,549
Investment income	1,925,255	1,605,718	2,190,357	1,981,343	2,390,468
Gain (loss) on sale of capital assets	-	28,551	-	-	-
Miscellaneous	268,644	192,509	243,498	296,346	376,193
Special Item (interfund loan payoff)	-	-	-	-	-
Extraordinary gain/loss on dissolution of RDA	158,654,715	(2,189,984)	(6,402,450)	-	-
Transfers	-	-	(500,000)	(247,739)	(115,400)
Total governmental activities	200,963,535	26,133,177	25,687,507	32,500,875	34,695,264
Business-type activities:					
Investment income	1,075	2,225	1,567	2,043	4,282
Miscellaneous	-	100,799	678,046	915,164	218,823
Transfers	-	-	500,000	247,739	115,400
Total business-type activities	1,075	103,024	1,179,613	1,164,946	338,505
Total Primary Government	200,964,610	26,236,201	26,867,120	33,665,821	35,033,769
Changes in Net Position					
Governmental activities	169,967,366	11,666,518	2,511,476	3,172,810	1,757,685
Business-type activities	(212,309)	(368,952)	(310,940)	2,545,565	(413,586)
Total Primary Government	169,755,057	11,297,566	2,200,536	5,718,375	1,344,099

Source: City of La Quinta

For fiscal 2018/19, there is a one-time entry for an interfund loan noted as a 'special item' under governmental activities and 'miscellaneous' under business type activities. This is also discussed in the Notes to Basic Financial Statements section of the 2018/19

TABLE 2

2017	2018	2019	2020	2021	
					Expenditures:
					Governmental activities:
\$ 5,565,727	\$ 8,869,174	\$ 9,085,863	\$ 9,877,251	\$ 8,106,209	General government
23,378,824	22,508,088	23,164,976	24,009,725	24,429,310	Public safety
2,882,321	4,352,134	5,913,321	5,845,836	6,508,522	Planning and development
6,584,268	9,231,268	6,202,084	11,362,950	6,958,234	Community services
10,927,160	15,580,975	4,430,519	32,248,031	11,438,197	Public works
-	-	-	-	-	Contribution to other agencies
309,463	1,468,971	210,941	98,049	42,081	Interest on long-term debt
49,647,763	62,010,610	49,007,703	83,441,842	57,482,553	Total governmental activities expenditures
					Business-type activities:
3,965,644	4,318,463	4,558,922	4,148,190	4,169,286	Golf course
3,965,644	4,318,463	4,558,922	4,148,190	4,169,286	Total business-type activities expenditures
53,613,407	66,329,073	53,566,625	87,590,032	61,651,839	Total Primary Government Expenditures
					Program Revenues:
					Governmental activities:
					Charges for services:
504,127	883,153	516,115	615,348	1,541,535	General government
341,368	367,848	376,249	367,277	770,760	Public safety
564,327	724,499	636,683	799,040	710,529	Planning and development
453,098	442,656	479,542	366,896	178,554	Community services
741,703	1,054,902	1,119,816	1,436,362	1,503,633	Public works
6,187,803	4,259,916	5,623,509	7,817,482	4,413,523	Operating grants and contributions
3,316,153	4,455,060	5,462,395	9,613,752	15,770,048	Capital grants and contributions
12,108,579	12,188,034	14,214,310	21,016,157	24,888,582	Total governmental activities program revenues
					Business-type activities:
					Charges for services:
3,446,340	3,567,718	3,773,396	2,746,748	3,509,096	Golf course
-	-	-	-	-	Capital grants and contributions
3,446,340	3,567,718	3,773,396	2,746,748	3,509,096	Total business-type activities program revenues
15,554,919	15,755,752	17,987,706	23,762,905	28,397,678	Total Primary Government Program Revenues
					Net Revenues (Expenditures):
(37,539,184)	(49,822,576)	(34,793,394)	(62,425,685)	(32,593,971)	Governmental activities
(519,304)	(750,745)	(785,526)	(1,401,442)	(660,190)	Business-type activities
(38,058,488)	(50,573,321)	(35,578,920)	(63,827,127)	(33,254,161)	Total Net Revenues (Expenditures)
					General Revenues and Other Changes in Net Position:
					Governmental activities:
					Taxes:
15,521,335	15,887,015	16,423,843	16,710,544	16,893,629	Property taxes
-	-	-	-	-	Tax increment
9,433,970	10,752,788	11,230,915	8,079,394	11,847,139	Transient occupancy taxes
10,060,305	18,956,985	20,905,243	19,136,015	23,323,549	Sales tax
1,815,491	1,977,179	2,032,848	1,996,593	2,055,505	Franchise taxes
365,451	345,187	418,707	378,744	383,551	Business license taxes
585,333	718,472	713,237	662,545	1,568,997	Other taxes
3,813,213	3,941,348	4,086,536	4,290,417	4,376,455	Motor vehicle in lieu, unrestricted
442,710	803,654	5,150,613	5,110,358	1,427,664	Investment income
-	-	-	-	-	Gain (loss) on sale of capital assets
460,614	649,566	394,347	1,404,143	1,457,788	Miscellaneous
7,344,050	3,624,121	993,148	867,792	739,933	Special Item (interfund loan payoff)
(401,300)	(434,000)	(450,000)	(635,200)	(875,000)	Extraordinary gain/loss on dissolution of RDA
49,441,172	57,222,315	56,345,876	58,001,345	63,199,210	Transfers
					Total governmental activities
					Business-type activities:
2,028	3,511	14,958	9,356	13,081	Investment income
-	-	5,553,561	-	-	Miscellaneous
401,300	434,000	450,000	635,200	875,000	Transfers
403,328	437,511	6,018,519	644,556	888,081	Total business-type activities
49,844,500	57,659,826	62,364,395	58,645,901	64,087,291	Total Primary Government
					Changes in Net Position
11,901,988	7,399,739	21,552,482	(4,424,340)	30,605,239	Governmental activities
(115,976)	(313,234)	5,232,993	(756,886)	227,891	Business-type activities
11,786,012	7,086,505	26,785,475	(5,181,226)	30,833,130	Total Primary Government

CITY OF LA QUINTA

**Changes in Net Position - Governmental Activities
Last Ten Fiscal Years
(Accrual basis of accounting)**

	Fiscal Year				
	2012	2013	2014	2015	2016
Expenses					
General government	\$ 6,183,712	\$ 4,511,023	\$ 4,830,239	\$ 5,166,732	\$ 5,645,004
Public safety	20,815,454	21,047,691	21,169,423	21,636,149	22,067,603
Planning and development	6,378,352	2,274,541	3,098,015	2,212,013	3,359,732
Community services	5,093,402	4,986,104	4,130,085	5,992,362	6,214,098
Public works	13,288,521	11,803,133	12,610,994	18,116,732	12,157,245
Contribution to other agencies	-	-	-	-	-
Interest on long-term debt	3,021,496	447,048	405,977	340,716	343,129
Total Governmental Activities Expenditures	54,780,937	45,069,540	46,244,733	53,464,704	49,786,811
Program Revenues					
Charges for services:					
General government	86,869	38,812	71,042	121,140	192,538
Public safety	1,020,822	927,604	1,412,819	1,655,421	1,378,704
Planning and development	68,470	112,695	595,980	489,589	467,053
Community services	247,397	245,392	1,224,719	307,869	386,824
Public works	1,080,744	1,209,438	1,195,703	1,197,069	1,134,630
Operating grants and contributions	11,289,673	28,068,940	14,587,153	16,829,107	12,213,338
Capital grants and contributions	9,990,793	4,115,238	3,981,286	3,536,444	1,076,145
Total Governmental Activities Program Revenue	23,784,768	34,718,119	23,068,702	24,136,639	16,849,232
Net Revenues (Expenditures)	(30,996,169)	(10,351,421)	(23,176,031)	(29,328,065)	(32,937,579)
General Revenues and Other Changes in Net Position					
Taxes:					
Property taxes	21,370,476	7,043,604	9,193,753	8,776,491	8,798,296
Tax increment	-	-	-	-	-
Transient occupancy taxes	5,446,883	5,980,684	6,307,737	6,637,183	7,835,745
Sales tax	7,713,741	7,833,545	8,786,819	8,873,008	9,107,046
Franchise tax	1,687,440	1,669,476	1,688,263	1,861,453	1,799,938
Business license taxes	293,592	292,966	307,654	306,087	334,465
Other tax	428,963	518,778	580,834	530,336	516,964
Motor vehicle in lieu, unrestricted	3,173,826	3,157,330	3,291,042	3,486,367	3,651,549
Investment income	1,925,255	1,605,718	2,190,357	1,981,343	2,390,468
Gain (loss) on sale of capital assets	-	28,551	-	-	376,193
Miscellaneous	268,644	192,509	243,498	296,346	-
Special item (interfund loan payoff)					
Extraordinary gain/loss on dissolution of RDA	158,654,715	(2,189,984)	(6,402,450)	-	-
Transfers	-	-	(500,000)	(247,739)	(115,400)
Total Governmental Activities	200,963,535	26,133,177	25,687,507	32,500,875	34,695,264
Changes in Net Position	169,967,366	15,781,756	2,511,476	3,172,810	1,757,685

Source: City of La Quinta

2017	2018	2019	2020	2021	
					Expenditures:
\$ 5,565,727	\$ 8,869,174	\$ 9,085,863	\$ 9,877,251	\$ 8,106,209	General government
23,378,824	22,508,088	23,164,976	24,009,725	24,429,310	Public safety
2,882,321	4,352,134	5,913,321	5,845,836	6,508,522	Planning and development
6,584,268	9,231,268	6,202,084	11,362,950	6,958,234	Community services
10,927,160	15,580,975	4,430,519	32,248,031	11,438,197	Public works
-	-	-	-	-	Contribution to other agencies
309,463	1,468,971	210,941	98,049	42,081	Interest on long-term debt
49,647,763	62,010,610	49,007,703	83,441,842	57,482,553	Total Governmental Activities Expenditures
					Program Revenues:
					Charges for services:
504,127	883,153	516,115	615,348	1,541,535	General government
341,368	367,848	376,249	367,277	770,760	Public safety
564,327	724,499	636,683	799,040	710,529	Planning and development
453,098	442,656	479,542	366,896	178,554	Community services
741,703	1,054,902	1,119,816	1,436,362	1,503,633	Public works
6,187,803	4,259,916	5,623,509	7,817,482	4,413,523	Operating grants and contributions
3,316,153	4,455,060	5,462,395	9,613,752	15,770,048	Capital grants and contributions
12,108,579	12,188,034	14,214,310	21,016,157	24,888,582	Total Governmental Activities Program Revenues
(37,539,184)	(49,822,576)	(34,793,394)	(62,425,685)	(32,593,971)	Net Revenues (Expenditures)
					General Revenues and Other Changes in Net Position:
					Taxes:
15,521,335	15,887,015	16,423,843	16,710,544	16,893,629	Property taxes
-	-	-	-	-	Tax increment
9,433,970	10,752,788	11,230,915	8,079,394	11,847,139	Transient occupancy taxes
10,060,305	18,956,985	20,905,243	19,136,015	23,323,549	Sales tax
1,815,491	1,977,179	2,032,848	1,996,593	2,055,505	Franchise tax
365,451	345,187	418,707	378,744	383,551	Business license taxes
585,333	718,472	713,237	662,545	1,568,997	Other tax
3,813,213	3,941,348	4,086,536	4,290,417	4,376,455	Motor vehicle in lieu, unrestricted
442,710	803,654	5,150,613	5,110,358	1,427,664	Investment income
460,614	649,566	394,347	1,404,143	1,457,788	Gain (loss) on sale of capital assets
-	-	-	-	-	Miscellaneous
		(5,553,561)	-	-	Special item (interfund loan payoff)
7,344,050	3,624,121	993,148	867,792	739,933	Extraordinary gain/loss on dissolution of RDA
(401,300)	(434,000)	(450,000)	(635,200)	(875,000)	Transfers
49,441,172	57,222,315	56,345,876	58,001,345	63,199,210	Total Governmental Activities
11,901,988	7,399,739	21,552,482	(4,424,340)	30,605,239	Changes in Net Position

CITY OF LA QUINTA

**Changes in Net Position - Business-type Activities
Last Ten Fiscal Years
(Accrual basis of accounting)**

	Fiscal Year				
	2012	2013	2014	2015	2016
Expenses					
Golf course	\$ 4,085,282	\$ 4,208,855	\$ 4,971,977	\$ 5,053,360	\$ 4,373,586
Total Business-Type Activities Expenditures	4,085,282	4,208,855	4,971,977	5,053,360	4,373,586
Program revenues					
Charges for services:					
Golf course	3,871,898	3,736,879	3,481,424	3,561,857	3,621,495
Capital grants and contributions	-	-	-	2,872,122	-
Total Business-Type Activities Program Revenues	3,871,898	3,736,879	3,481,424	6,433,979	3,621,495
Net Revenues (Expenditures)	(213,384)	(471,976)	(1,490,553)	1,380,619	(752,091)
General Revenues and Other Changes in Net Position					
Investment income	1,075	2,225	1,567	2,043	4,282
Gain (loss) on sale of capital assets	-	-	-	-	-
Miscellaneous	-	100,799	678,046	915,164	218,823
Transfers	-	-	500,000	247,739	115,400
Capital contributions	-	-	-	-	-
Total Business-Type Activities	1,075	103,024	1,179,613	1,164,946	338,505
Changes in Net Position	(212,309)	(368,952)	(310,940)	2,545,565	(413,586)

Source: City of La Quinta

TABLE 4

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
\$ 3,965,644	\$ 4,318,463	\$ 4,558,922	\$ 4,148,190	\$ 4,169,286	Expenditures:
					Golf course
3,965,644	4,318,463	4,558,922	4,148,190	4,169,286	Total Business-Type Activities Expenditures
					Program revenues:
					Charges for services:
3,446,340	3,567,718	3,773,396	2,746,748	3,509,096	Golf course
-	-	-	-	-	Capital grants and contributions
3,446,340	3,567,718	3,773,396	2,746,748	3,509,096	Total Business-Type Activities Program Revenues
(519,304)	(750,745)	(785,526)	(1,401,442)	(660,190)	Net Revenues (Expenditures)
					General Revenues and Other Changes in Net Position:
2,028	3,511	14,958	9,356	13,081	Investment income
-	-	-	-	-	Gain (loss) on sale of capital assets
-	-	5,553,561	-	-	Miscellaneous
401,300	434,000	450,000	635,200	875,000	Transfers
-	-	-	-	-	Capital contributions
403,328	437,511	6,018,519	644,556	888,081	Total Business-Type Activities
(115,976)	(313,234)	5,232,993	(756,886)	227,891	Changes in Net Position

CITY OF LA QUINTA

**Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified accrual basis of accounting)**

	Fiscal Year				
	2012	2013	2014	2015	2016(1)
General fund					
Nonspendable:					
Prepaid costs	\$ 27,481	\$ 11,786	\$ 1,500	\$ 15,653	\$ 204,589
Land held for resale	8,320,000	8,320,000	8,320,000	8,320,000	8,320,000
Advances to other funds	15,417,929	15,509,691	15,163,183	14,943,098	14,974,800
Deposits	118,516	4,830	4,830	33,985	-
Due from Other Governments	-	41,378,966	34,976,516	26,715,575	25,105,681
Restricted for:					
Debt service	173,426	-	-	-	-
Section 115 Trust (Note 11)					
Committed:					
Emergency Reserve ⁽²⁾	17,516,295	16,034,995	16,034,995	15,372,600	15,576,000
Natural Disaster Reserve ⁽²⁾					
Economic Disaster Reserve ⁽²⁾					
Post retirement health benefits ⁽³⁾	1,523,401	1,523,401	1,523,401	1,523,401	1,523,400
Capital Replacement Reserve ⁽²⁾	-	2,848,737	1,507,429	1,727,390	2,302,000
Cash Flow Reserve ⁽²⁾	-	-	2,836,820	3,843,150	3,894,000
Pension Trust ⁽⁴⁾	-	-	-	-	-
Carryovers	-	-	356,438	476,400	4,274,046
Other	-	-	-	-	-
Assigned:					
Continuing appropriations	1,041,172	1,013,533	209,000	-	-
Public Safety (Note 13b)	-	-	-	-	-
Sales Tax Reserve (Note 13b)	-	-	-	-	-
Capital Projects (Note 13b)	-	-	-	-	-
Unassigned	47,737,861	5,926,651	10,699,641	13,837,312	13,822,012
Total general fund	91,876,081	92,572,590	91,633,753	86,808,564	98,565,571
All other governmental funds					
Nonspendable:					
Prepaid costs	12,875	10,310	-	-	8,422
Notes and loans	2,065,611	2,062,589	-	-	-
Advances to other funds	-	-	-	-	-
Deposits	13,600	13,600	-	-	-
Restricted:					
Planning and development projects	10,767,199	3,730,533	5,970,006	13,108,499	18,211,200
Public safety	245,187	258,968	274,274	301,843	189,988
Community services	11,162,057	11,626,441	12,459,516	10,711,704	9,872,124
Public works	145,823	262,754	1,571,163	1,129,697	1,250,827
Capital Projects	4,089,156	1,392,581	1,590,168	3,873,699	3,597,221
Debt service	2,534	2,234	-	-	-
Assigned:					
Continuing appropriations	-	-	-	-	-
Unassigned	(13,248,593)	(13,179,196)	(12,370,462)	(12,703,744)	(11,655,344)
Total all other governmental funds	15,255,449	6,180,814	9,494,665	16,421,698	21,474,438
Total Governmental Funds	107,131,530	98,753,404	101,128,418	103,230,262	120,040,009

Notes:

⁽¹⁾In Fiscal Year 2016-17, the City recognized property tax held by the County of Riverside as available to fund current obligations and as adjusted up by 8,569,043 to 98,565,571. See Note 19 for FY 2016-17

⁽²⁾In Fiscal year 2017-18, the City adopted a reserves policy which modified, added and/ or eliminated reserve category names. Emerger Disaster and Economic Disaster, Working Capital Reserve was re-named Cash Flow Reserve, and Capital Replacement and Pension Trust v

⁽³⁾In Fiscal Year 2017-18 the City opened a trust for Other Post Employment Benefits (OPEB), and this reserve was deposited into the tru

⁽⁴⁾In Fiscal Year 2018-19 the City opened a trust for Pension Benefits, and this reserve was deposited into the trust. See Note 11.

Source: City of La Quinta

TABLE 5

2017	2018	2019	2020	2021	
					General fund:
					Nonspendable:
\$ 10,578	\$ 90,657	\$ 37,182	\$ 14,065	\$ 25,246	Prepaid costs
8,320,000	8,320,000	5,730,990	5,403,652	5,403,652	Land held for resale
15,022,660	14,954,085	-	-	-	Advances to other funds
-	-	-	-	-	Deposits
29,154,040	29,611,707	27,915,770	26,069,742	24,070,622	Due from Other Governments
-	-	-	-	-	Restricted for:
-	-	-	-	-	Debt service
-	-	6,540,000	10,249,738	11,381,922	Section 115 Trust (Note 11)
-	-	-	-	-	Committed:
16,534,000	-	-	-	-	Emergency Reserve ⁽²⁾
-	7,400,000	10,000,000	10,000,000	10,000,000	Natural Disaster Reserve ⁽²⁾
-	8,140,000	11,000,000	6,800,000	11,000,000	Economic Disaster Reserve ⁽²⁾
1,523,400	-	-	-	-	Post retirement health benefits ⁽³⁾
-	5,000,000	5,000,000	6,540,000	10,000,000	Capital Replacement Reserve ⁽²⁾
4,134,000	5,000,000	5,000,000	5,000,000	5,000,000	Cash Flow Reserve ⁽²⁾
-	2,000,000	-	-	-	Pension Trust ⁽⁴⁾
120,000	2,186,500	745,300	1,778,800	1,209,870	Carryovers
-	-	-	-	-	Other
-	-	-	-	-	Assigned:
-	-	-	-	-	Continuing appropriations
9,371,699	9,754,327	9,864,841	10,491,654	11,423,931	Public Safety (Note 13b)
-	5,169,970	7,721,975	8,736,219	15,128,658	Sales Tax Reserve (Note 13b)
6,322,570	4,996,815	11,853,162	13,155,144	13,431,089	Capital Projects (Note 13b)
16,949,526	19,199,506	16,228,627	19,094,651	24,241,553	Unassigned
107,462,473	121,823,567	117,637,847	123,333,665	142,316,543	Total general fund
					All other governmental funds:
					Nonspendable:
10,349	-	386	2,875	1,019	Prepaid costs
-	-	-	-	-	Notes and loans
-	-	-	-	-	Advances to other funds
-	-	-	-	-	Deposits
					Restricted:
22,664,093	22,607,600	22,996,435	23,680,641	24,751,443	Planning and development projects
83,506	342,919	1,391,721	1,607,101	931,352	Public safety
10,040,222	10,016,652	13,775,710	14,376,472	12,813,788	Community services
1,546,505	2,033,627	2,667,401	3,208,072	5,196,324	Public works
4,490,534	4,203,991	3,904,492	3,128,962	3,018,894	Capital Projects
-	-	-	-	-	Debt service
-	-	-	-	-	Assigned:
-	-	-	-	-	Continuing appropriations
(11,423,008)	(11,347,062)	(1,852,211)	(5,175,243)	(3,182,262)	Unassigned
27,412,201	27,857,727	42,883,934	40,828,880	43,530,558	Total all other governmental funds
134,874,674	149,681,294	160,521,781	164,162,545	185,847,101	Total Governmental Funds

such the General Fund fund balance was

ncy Reserves are now split into Natural
were added.
st. See Note 10.

CITY OF LA QUINTA

**Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(Modified accrual basis of accounting)**

	Fiscal Year				
	2012	2013	2014	2015	2016
Revenues					
Taxes	\$ 53,632,023	\$ 23,506,679	\$ 27,192,089	\$ 26,678,471	\$ 28,057,989
Assessments	950,292	954,058	951,181	940,221	944,050
Licenses and permits	482,831	566,510	953,540	1,356,978	1,161,820
Intergovernmental	15,875,582	15,464,942	16,506,666	15,702,943	14,960,676
Charges for services	635,111	625,813	1,238,277	1,341,438	1,332,541
Use of money and property	1,914,518	1,582,762	2,175,048	1,950,957	7,475,742
Contributions, fines, and forfeitures	303,773	18,377,253	838,972	1,956,452	28,459
Developer participation	903,144	1,226,825	3,059,254	2,803,681	1,441,075
Miscellaneous	276,327	491,267	575,001	580,843	992,282
Total Revenues	74,973,601	62,796,109	53,490,028	53,311,984	56,394,634
Expenditures					
Current:					
General government	4,881,922	4,587,888	4,068,827	5,050,425	5,267,024
Public safety	19,669,517	20,168,038	21,189,086	21,664,472	22,125,962
Planning and development	4,314,646	27,514,768	1,748,477	2,097,525	3,294,259
Community services	4,086,686	4,411,536	4,011,432	4,798,123	4,983,038
Public works	6,192,733	5,067,370	4,617,050	5,283,309	4,101,210
Capital projects	13,335,989	8,622,783	7,974,747	11,097,186	7,209,874
Debt service:					
Principal retirement	7,066,726	556,871	558,019	594,383	632,615
Interest and fiscal charges	6,701,079	437,678	411,010	348,334	346,137
Payment to bond escrow	-	-	-	-	-
Payments under pass-through obligations	16,755,441	-	-	-	-
Total Expenditures	83,004,739	71,366,932	44,578,648	50,933,757	47,960,119
Excess (Deficiency) of Revenues Over (Under) Expenditures	(8,031,138)	(8,570,823)	8,911,380	2,378,227	8,434,515
Other financing sources (uses):					
Issuance of tax allocation bonds	-	-	-	-	-
Issuance of revenue bonds	-	-	-	-	-
Proceeds from sale of land	-	-	-	-	-
Transfers in	12,554,752	29,841,053	4,201,763	12,037,331	6,420,538
Transfers out	(12,580,120)	(29,841,053)	(4,335,679)	(12,322,714)	(6,614,349)
Other debts issued	-	-	-	-	-
Capital leases	-	71,045	-	9,000	-
Proceeds from sale of capital assets	875,275	121,652	-	-	-
Total Other Financing Sources (Uses)	849,907	192,697	(133,916)	(276,383)	(193,811)
Extraordinary gain/loss on dissolution of RDA	(79,058,255)	-	(6,402,450)	-	-
Special item (interfund loan payoff)	-	-	-	-	-
Net Change in Fund Balances	(86,239,486)	(8,378,126)	2,375,014	2,101,844	8,240,704
Debt Service as a Percentage of Noncapital Expenditures ⁽¹⁾	43.7%	1.6%	2.6%	2.2%	2.4%

Notes:

⁽¹⁾ The capitalizable expenditures were derived from the Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds and Note 4, Capital Assets.

2017	2018	2019	2020	2021	
					Revenues:
\$ 41,832,117	\$ 44,931,250	\$ 48,462,493	\$ 44,881,038	\$ 53,493,786	Taxes
953,699	950,541	961,633	957,017	984,435	Assessments
1,118,911	1,394,820	1,555,026	1,913,519	2,020,596	Licenses and permits
4,870,334	12,555,259	14,075,980	17,107,595	25,720,328	Intergovernmental
1,021,336	1,279,864	1,170,825	1,179,592	964,710	Charges for services
4,659,301	2,388,683	4,824,651	5,219,088	2,601,482	Use of money and property
348,345	375,390	375,491	665,193	779,606	Contributions, fines, and forfeitures
1,042,568	1,534,628	2,231,471	1,863,587	1,844,665	Developer participation
289,047	1,196,057	2,425,675	1,371,095	645,780	Miscellaneous
56,135,658	66,606,492	76,083,245	75,157,724	89,055,388	Total Revenues
					Expenditures
					Current:
5,845,197	7,737,111	10,129,408	7,732,495	8,464,230	General government
23,377,755	22,508,088	23,164,976	24,009,725	24,429,310	Public safety
2,549,779	4,310,589	6,415,466	5,436,281	6,544,477	Planning and development
4,626,401	5,236,083	5,944,200	6,159,707	5,583,420	Community services
4,025,958	4,146,135	4,219,461	5,421,606	5,287,280	Public works
6,859,428	9,015,861	9,096,460	23,150,511	18,219,385	Capital projects
					Debt service:
651,625	666,988	650,000	-	-	Principal retirement
307,600	1,460,371	178,080	28,868	15,133	Interest and fiscal charges
-	-	-	-	-	Payment to bond escrow
-	-	-	-	-	Payments under pass-through obligations
48,243,743	55,081,226	59,798,051	71,939,193	68,543,235	Total Expenditures
7,891,915	11,525,266	16,285,194	3,218,531	20,512,153	Excess (Deficiency) of Revenues Over (Under) Expenditures
					Other financing sources (uses):
-	-	-	-	-	Issuance of tax allocation bonds
-	-	-	-	-	Issuance of revenue bonds
-	-	-	-	1,219,485	Proceeds from sale of land
21,503,514	7,432,340	12,942,596	16,467,409	10,781,267	Transfers in
(21,904,814)	(7,775,107)	(13,826,890)	(16,912,971)	(11,568,281)	Transfers out
-	-	-	-	-	Other debts issued
-	-	-	-	-	Capital leases
-	-	-	-	-	Proceeds from sale of capital assets
(401,300)	(342,767)	(884,294)	(445,562)	432,471	Total Other Financing Sources (Uses)
7,344,050	3,624,121	993,148	867,792	739,933	Extraordinary gain/loss on dissolution of RDA
-	-	(5,553,561)	-	-	Special item (interfund loan payoff)
14,834,665	14,806,620	10,840,487	3,640,761	21,684,557	Net Change in Fund Balances
2.5%	3.26%	2.03%	0.06%	0.03%	Debt Service as a Percentage of Noncapital Expenditures ⁽¹⁾

CITY OF LA QUINTA

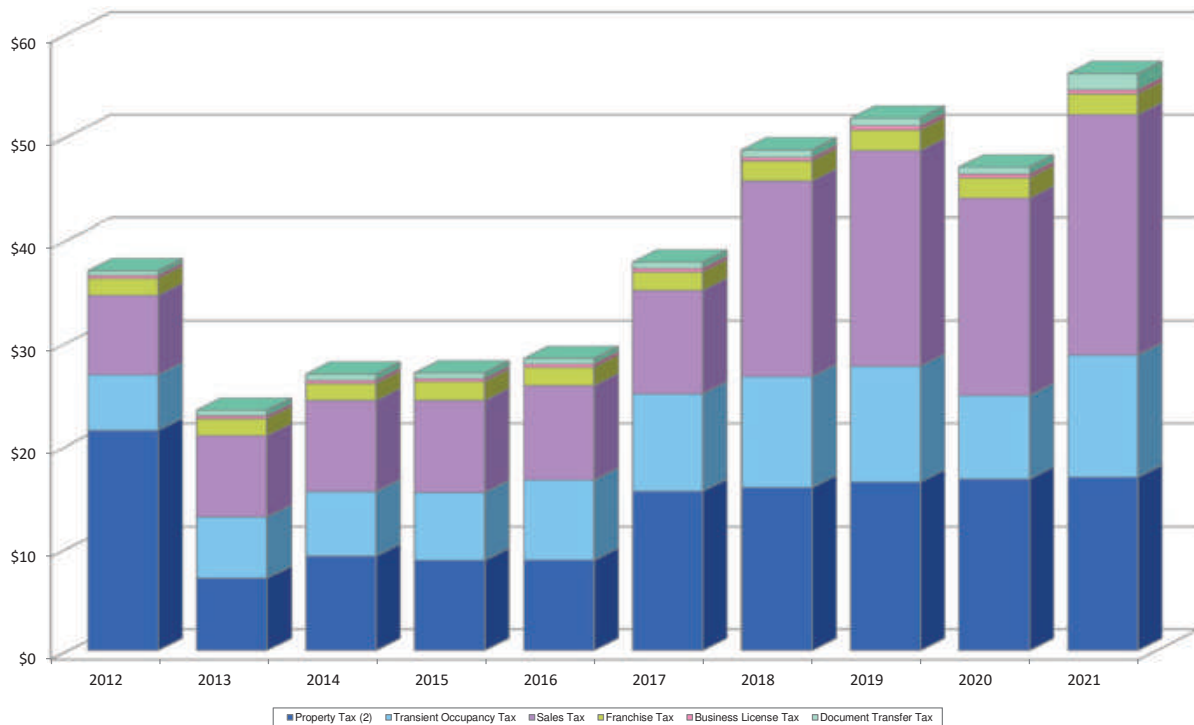
TABLE 7

**Tax Revenue by Source
Last Ten Fiscal Years**

Fiscal Year	Property Tax ⁽²⁾	Tax Increment ⁽¹⁾	Transient Occupancy Tax	Sales Tax	Franchise Tax	Business License Tax	Document Transfer Tax	Total
2012	21,370,476	-	5,446,883	7,713,741	1,687,440	293,592	428,963	36,941,095
2013	7,043,604	-	5,980,684	7,833,545	1,669,476	292,966	518,778	23,339,053
2014	9,193,753	-	6,307,737	8,786,819	1,688,263	307,654	580,834	26,865,060
2015	8,776,491	-	6,637,183	8,873,008	1,861,453	306,087	530,336	26,984,558
2016	8,798,296	-	7,835,745	9,107,046	1,799,938	334,465	516,964	28,392,454
2017	15,521,335	-	9,433,970	10,060,305	1,815,491	365,451	585,333	37,781,885
2018	15,887,015	-	10,752,788	18,956,985	1,977,179	345,187	718,472	48,637,626
2019	16,423,843	-	11,230,915	20,905,243	2,032,848	418,707	713,237	51,724,793
2020	16,710,544	-	8,079,394	19,136,015	1,996,593	378,744	662,545	46,963,835
2021	16,893,629	-	11,847,139	23,323,549	2,055,505	383,551	1,568,997	56,072,370

Tax Revenue by Source

(Excluding Tax Increment)
(in millions)



Notes:

⁽¹⁾ The tax increment received was a result of the activity of the Redevelopment Agency. On June 28, 2011, California Governor Jerry Brown signed ABx1 26, the Redevelopment Dissolution Act. The Act was upheld by the California Supreme Court on Dec. 29, 2011, and the agency was effectively dissolved Feb. 1, 2012.

⁽²⁾ Starting in 2017, the revenue collected by the County that is remitted to the City for fire services is included in the property tax number.

Source: City of La Quinta

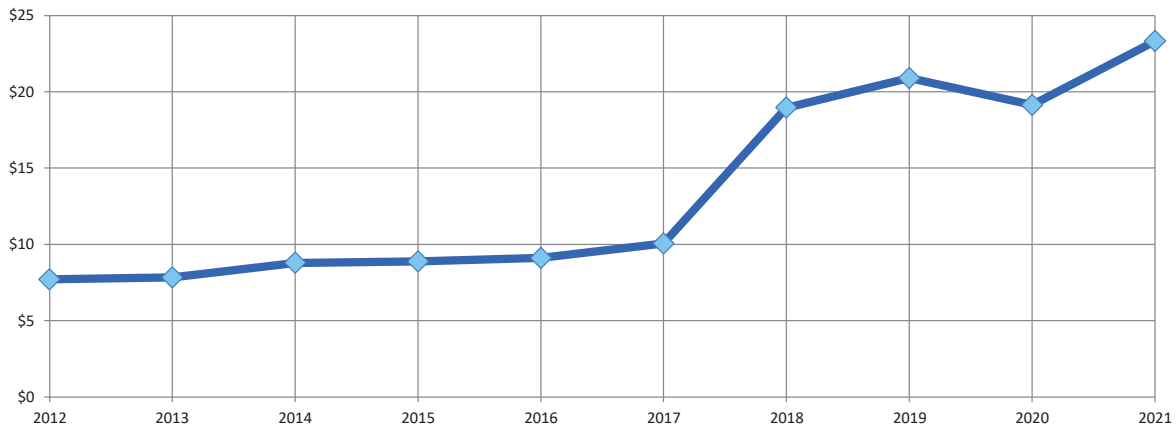
CITY OF LA QUINTA

TABLE 8

**Top 25 Bradley-Burns Sales Tax Producers
Current Year and Ten Years Ago
(in dollars)**

Fiscal Year 2020-21		Fiscal Year 2011-12	
Business Name ⁽¹⁾	Business Category	Business Name ⁽¹⁾	Business Category
Best Buy	Electronics/Appliance Stores	Arco AM/PM	Service Stations
BevMo	Convenience Stores/Liquor	Bed Bath & Beyond	Home Furnishings
Circle K	Service Stations	Best Buy	Electronics/Appliance Stores
Costco	Discount Dept. Stores	BevMo	Convenience Stores/Liquor
Floor & Décor	Building Materials	Chevrolet Cadillac of La Quinta	New Motor Vehicle Dealers
G&M Oil	Service Stations	Circle K	Service Stations
Genesis/Hyundai of La Quinta	New Motor Vehicle Dealers	Costco	Discount Dept. Stores
Hobby Lobby	Specialty Stores	G & M Oil	Service Stations
Home Depot	Building Materials	Hyundai of La Quinta	New Motor Vehicle Dealers
In N Out Burgers	Quick-Service Restaurants	Home Depot	Building Materials
Kohl's	Department Stores	Kohl's	Department Stores
La Quinta Chevrolet & Cadillac	New Motor Vehicle Dealers	La Quinta Resort & Club	Hotels-Liquor
La Quinta Resort & PGA West	Hotels-Liquor	Lowe's	Building Materials
Lowe's	Building Materials	Lumpy's Discount Golf	Sporting Goods/Bike Stores
Marshalls	Family Apparel	Marshalls	Family Apparel
McDonald's	Quick-Service Restaurants	Ralphs	Grocery Stores
PGA West Private	Leisure/Entertainment	Ross	Family Apparel
Ross	Family Apparel	Stater Bros	Grocery Stores
Stater Bros	Grocery Stores	Stein Mart	Department Stores
Target	Discount Dept. Stores	Target	Discount Dept. Stores
TJ Maxx	Family Apparel	Torre Nissan	New Motor Vehicle Dealers
Torre Nissan	New Motor Vehicle Dealers	Tower Mart	Service Stations
Tower Mart	Service Stations	USA Gas	Service Stations
Vons	Grocery Stores	Vintners Shell Station	Service Stations
Walmart Supercenter	Discount Dept. Stores	Walmart Supercenter	Discount Dept. Stores
Percent of Fiscal Year Total Paid by Top 25 Accounts: 67.71%		Percent of Fiscal Year Total Paid by Top 25 Accounts: 70.10%	

Combined Sales Tax Revenue
(in millions)



Notes:

⁽¹⁾ Firms are listed alphabetically. State law does not allow for the disclosure of the sales tax revenue amounts by account. Top 25 businesses listed for state Bradley-Burns sales tax allocation only. For Top 25 business listings by local Measure G, see next page. Sales tax revenue chart includes total remitted for both.

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CITY OF LA QUINTA

TABLE 8

**Top 25 Measure G Sales Tax Producers
Current Year and Ten Years Ago
(in dollars)**

Fiscal Year 2020-21		Fiscal Year 2011-12	
Business Name ⁽¹⁾	Business Category	Business Name	Business Category
Amazon Fulfillment Services	General Merchandise		
Amazon MFA	General Merchandise		
Best Buy	Electronics/Appliance Stores		
Bestbuy Com	Electronics/Appliance Stores		
Circle K	Service Stations		
Costco	Discount Dept. Stores		
Dept. of Motor Vehicles Allocation	Used Automotive Dealers		
Desert European Motor Cars	New Motor Vehicle Dealers		
Floor & Décor	Building Materials		
Hobby Lobby	Specialty Stores		
Home Depot	Building Materials		
In N Out Burger	Quick-Service Restaurants		
Kohl's	Department Stores		
La Quinta Chevrolet & Cadillac	New Motor Vehicle Dealers		
La Quinta Resort & PGA West	Hotels-Liquor		
Lowe's	Building Materials		
Marshalls	Family Apparel		
Mathis Brothers Furniture	Home Furnishings		
PGA West Private	Leisure/Entertainment		
Ross	Family Apparel		
Target	Discount Dept Stores		
TJ Maxx	Family Apparel		
Tower Mart	Service Stations		
Vons	Grocery Stores		
Walmart Supercenter	Discount Dept. Stores		
Percent of Fiscal Year Total Paid by Top 25 Accounts:		46.66%	

Measure G was passed in November 2016 and implemented on April 1, 2017. Ten-year is data not available.

Notes:

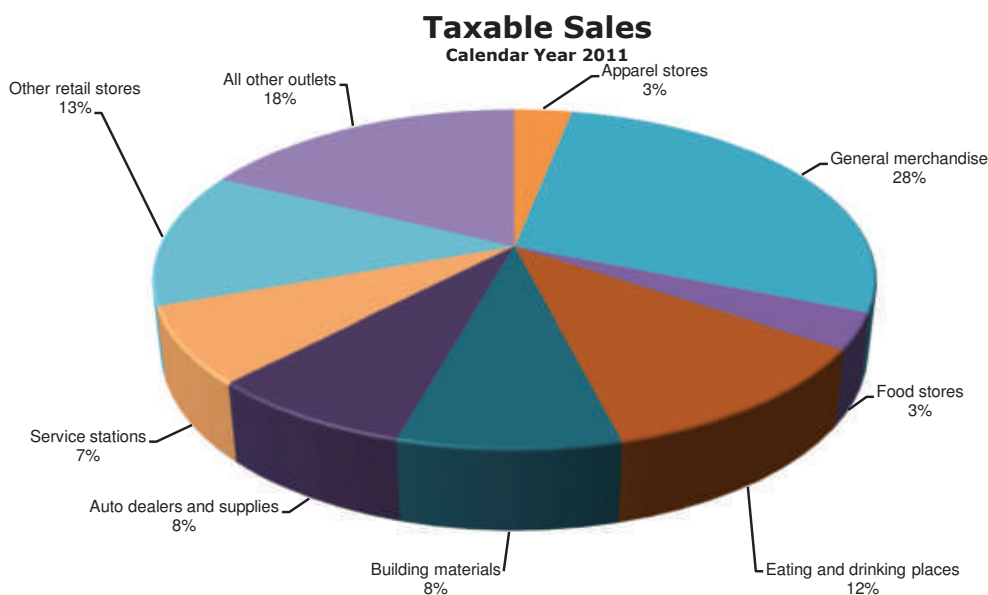
⁽¹⁾ Firms are listed alphabetically. State law does not allow for the disclosure of the sales tax revenue amounts by account.

Source: HdL, Coren & Cone

CITY OF LA QUINTA

**Taxable Sales by Category ⁽¹⁾
Last Ten Calendar Years
(in thousands)**

	Calendar Year				
	2011	2012	2013	2014	2015
Apparel stores	\$ 23,223	\$ 24,430	\$ 25,741	\$ 25,461	\$ 25,115
General merchandise	211,249	220,970	223,324	216,871	208,189
Food stores	25,197	25,854	26,394	25,748	22,845
Eating and drinking places	86,433	94,859	97,662	101,647	106,216
Building materials	62,879	65,445	68,606	73,087	75,658
Auto dealers and supplies	58,938	62,668	72,839	84,826	87,440
Service stations	54,342	56,001	52,093	47,541	40,777
Other retail stores	97,477	99,028	100,811	101,721	105,284
All other outlets	132,417	130,421	142,049	150,746	155,173
Total	752,155	779,676	809,519	827,648	826,697



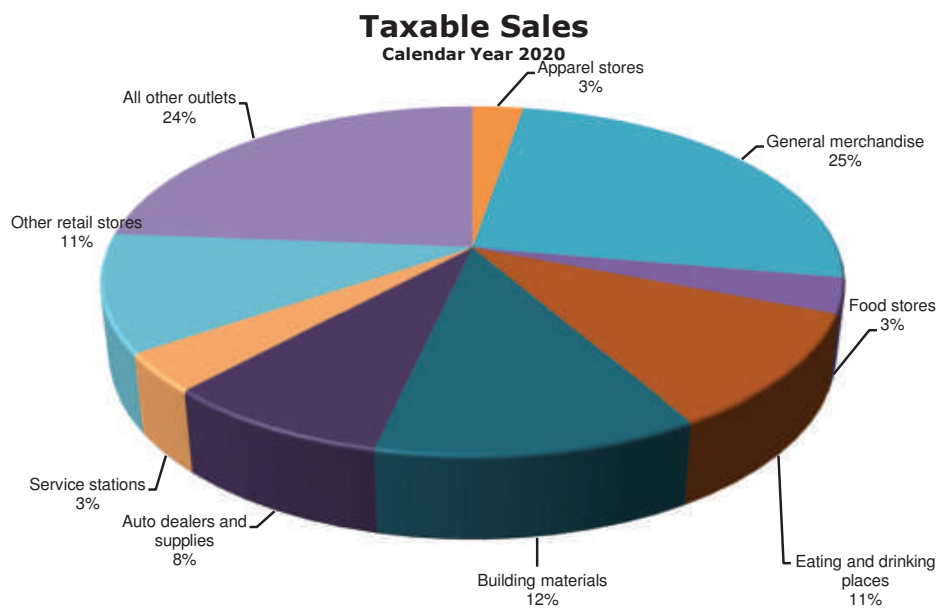
Notes:

⁽¹⁾ Due to confidentiality issues preventing the disclosure of the largest sales tax payers by business name, this categorical list has been provided as an alternative source of information regarding the City of La Quinta's sales tax revenue.

Source: HdL. Coren & Cone

TABLE 9

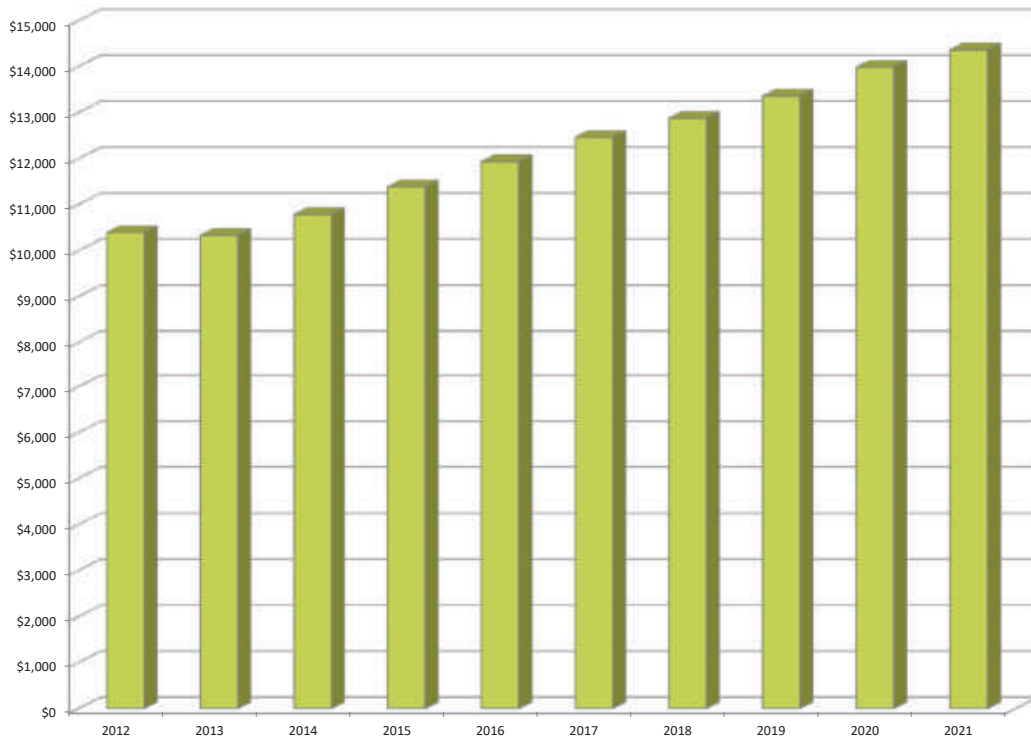
2016	2017	2018	2019	2020	
\$ 26,280	\$ 31,822	\$ 34,508	\$ 33,937	\$ 24,929	Apparel stores
206,808	222,767	232,147	235,969	235,841	General merchandise
25,359	25,964	26,126	26,191	30,610	Food stores
115,974	117,064	122,255	132,184	100,187	Eating and drinking places
78,299	83,383	86,569	89,036	111,231	Building materials
83,010	81,264	82,702	85,401	78,189	Auto dealers and supplies
34,566	37,558	42,164	42,998	33,742	Service stations
107,648	104,834	114,980	111,239	101,620	Other retail stores
172,135	180,360	210,360	220,260	222,916	All other outlets
850,079	885,016	951,811	977,215	939,265	Total



**Assessed Value of Taxable Property
Last Ten Fiscal Years
(in dollars)**

City of La Quinta, Tax District 02-2375								
Fiscal Year Ended June 30,	Residential	Commercial	Agriculture ⁽⁴⁾	Other ⁽¹⁾	Unsecured Property ⁽²⁾	Home Owner Exemption ⁽⁵⁾	Taxable Assessed Value	Direct Rate ⁽³⁾
2012	8,612,579,049	725,788,432	20,944,939	920,025,235	104,880,163	(161,420,137)	10,384,217,818	1.0000
2013	8,510,574,371	735,622,855	19,644,835	954,074,172	106,176,279	(164,227,296)	10,326,092,512	1.0000
2014	8,959,562,854	743,340,208	20,374,889	945,004,639	108,387,013	(167,489,253)	10,776,669,603	1.0000
2015	10,116,938,804	1,061,204,501	65,769,114	77,926,274	106,672,900	(49,232,400)	11,379,279,193	1.0000
2016	10,634,834,332	1,088,406,355	64,533,443	79,120,572	113,142,376	(49,130,200)	11,930,906,878	1.0000
2017	11,071,273,174	1,195,736,674	57,463,638	71,281,946	110,768,767	(49,088,200)	12,457,435,999	1.0000
2018	11,462,635,317	1,227,709,957	59,538,912	61,350,883	105,984,928	(49,700,000)	12,867,519,997	1.0000
2019	11,869,224,686	1,288,839,436	61,861,498	85,526,307	95,584,154	(49,298,200)	13,351,737,881	1.0000
2020	12,394,924,833	1,292,239,063	91,242,090	139,850,650	110,001,629	(47,938,800)	13,980,319,465	1.0000
2021	12,962,202,378	755,379,455	62,798,676	537,520,834	89,135,215	(47,271,000)	14,359,765,558	1.0000

**Taxable Assessed Value
(in millions)**



Notes:

⁽¹⁾ Other includes dry farm, government owned, institutional, irrigated, miscellaneous, recreational, vacant, cross reference, and unknown. Starting in 2016, prior years 2007 through 2015 were adjusted to match current reporting categories for consistency.

⁽²⁾ Prior years 2012 through 2015 adjusted to match current reporting for consistency.

⁽³⁾ In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only re-assessed at the time that it is sold to a new owner; at which time the new assessed value is the purchase price of the property sold. The assessed valuation data shown above represents only the data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

⁽⁴⁾ In 2016 (and going forward) data will be obtained from California Municipal and The Auditor-Controller's Office. The existing column headers were slightly modified to accommodate the property type classifications. The column labeled agriculture was formerly "industrial".

⁽⁵⁾ Prior to 2015, this column also included Exempt Property Valuations

Source: Cal Muni; County of Riverside Assessor Combined Tax Rolls Equalized Auditor and Assessor's Net; Riverside County Auditor-Controller

CITY OF LA QUINTA

TABLE 11

**Direct and Overlapping Property Tax Rates
(Rate per \$100 of assessed value)
Last Ten Fiscal Years**

	City Non-Project Area										Redevelopment Project Area	
	2012 ⁽⁴⁾	2013 ⁽⁴⁾	2014 ⁽⁴⁾	2015 ⁽⁴⁾	2016 ⁽⁴⁾	2017 ⁽⁴⁾	2018	2019	2020	2021	PA1 2012 ⁽²⁾	PA2 2012 ⁽²⁾
Direct Rates:												
City of La Quinta	0.0760	0.0760	0.0760	0.0760	0.0760	0.0760	0.0760	0.0646	0.0646	0.0646	0.0524	0.0019
ERAF Share of La Quinta General Fund								0.0113	0.0113	0.0113		
Redevelopment Agency Project Area 1	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Redevelopment Agency Project Area 2	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.3059
County of Riverside	0.1957	0.1958	0.1958	0.1958	0.1958	0.1958	0.1958	0.0978	0.0978	0.0978	0.2683	0.2511
ERAF Share of County								0.0980	0.0980	0.0980		
County Free Library	0.0252	0.0253	0.0253	0.0253	0.0253	0.0253	0.0253	0.0253	0.0253	0.0253	0.0294	0.0286
County Structure Fire Protection	0.0544	0.0544	0.0544	0.0544	0.0544	0.0544	0.0544	0.0544	0.0544	0.0544	0.0633	0.0616
Coachella Valley Unified School District	0.4322	0.4322	0.4322	0.4322	0.4322	0.4322	0.4322	0.4322	0.4322	0.4322	0.0000	0.0000
Desert Sands Unified School	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.3905	0.1930
Desert Community College District	0.0698	0.0698	0.0698	0.0698	0.0698	0.0698	0.0698	0.0698	0.0698	0.0698	0.0812	0.0401
Riverside County Office of Education	0.0380	0.0380	0.0380	0.0380	0.0380	0.0380	0.0380	0.0380	0.0380	0.0380	0.0442	0.0218
Riverside County Regional Park & Open Spa	0.0040	0.0039	0.0039	0.0039	0.0039	0.0040	0.0040	0.0040	0.0040	0.0040	0.0000	0.0000
CV Public Cemetery	0.0032	0.0031	0.0031	0.0031	0.0031	0.0031	0.0031	0.0032	0.0032	0.0032	0.0037	0.0001
CV Mosquito & Vector Control	0.0127	0.0127	0.0127	0.0127	0.0126	0.0126	0.0126	0.0126	0.0127	0.0127	0.0148	0.0141
Desert Recreation District	0.0192	0.0192	0.0192	0.0192	0.0192	0.0192	0.0192	0.0192	0.0192	0.0192	0.0223	0.0059
Coachella Valley Water District	0.0254	0.0254	0.0254	0.0254	0.0254	0.0254	0.0254	0.0254	0.0254	0.0254	0.0295	0.0740
CV Resource Conservation	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0003	0.0004	0.0000
CVWD Improvement District 1	0.0118	0.0118	0.0118	0.0118	0.0118	0.0118	0.0118	0.0118	0.0118	0.0118	0.0000	0.0005
CVWD Storm Water Unit	0.0321	0.0321	0.0321	0.0321	0.0321	0.0321	0.0321	0.0321	0.0321	0.0321	0.0000	0.0014
Total Direct Rate ⁽³⁾	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Tax Rate Area	020-005	020-005	020-005	020-005	020-005	020-160	020-160	020-160	020-160	020-160	020-089	020-144
Overlapping Rates ⁽⁴⁾:												
Coachella Valley Unified School District	0.0749	0.0797	0.1492	0.1492	0.1322	0.1660	0.1761	0.1495	0.1488	0.1455	0.0749	0.0933
Desert Sands Unified School	0.1147	0.1116	0.1095	0.1098	0.1092	0.0860	0.0725	0.0742	0.0738	0.0739	0.1147	0.1004
Coachella Valley Water District	0.0800	0.0800	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000	0.0800	0.0860
Desert Community College District	0.0200	0.0200	0.0200	0.0233	0.0209	0.0204	0.0403	0.0398	0.0398	0.0395	0.0200	0.0200
Total Overlapping Rate	0.2895	0.2912	0.3787	0.3823	0.3622	0.3724	0.3889	0.3635	0.3624	0.3589	0.2895	0.2996
Total Direct and Overlapping Rate	1.2895	1.2912	1.3787	1.3823	1.3622	1.3724	1.3889	1.3635	1.3625	1.3589	1.2895	1.2996

Notes:

⁽¹⁾ Direct rate from Tax Rate Area (TRA) 020-160 and overlapping rates provided by HdL, Coren & Cone; data source Riverside County Assessor 2011/12-2020/21 Annual Tax Increment (Rate) Tables.

⁽²⁾ Direct rate taken from an analysis of the TRA in the project area and does not include State ERAF deductions and overlapping rates provided by California Municipal Statistics

⁽³⁾ In 1978, California voters passed Proposition 13 which sets the property tax rate at a 1.00% fixed amount for direct taxes. This 1% is shared by all taxing agencies for which the subject property resides within.

⁽⁴⁾ Overlapping rates are based upon a single tax rate area only.

Source: County of Riverside Auditor Controller's Office; HdL, Coren & Cone

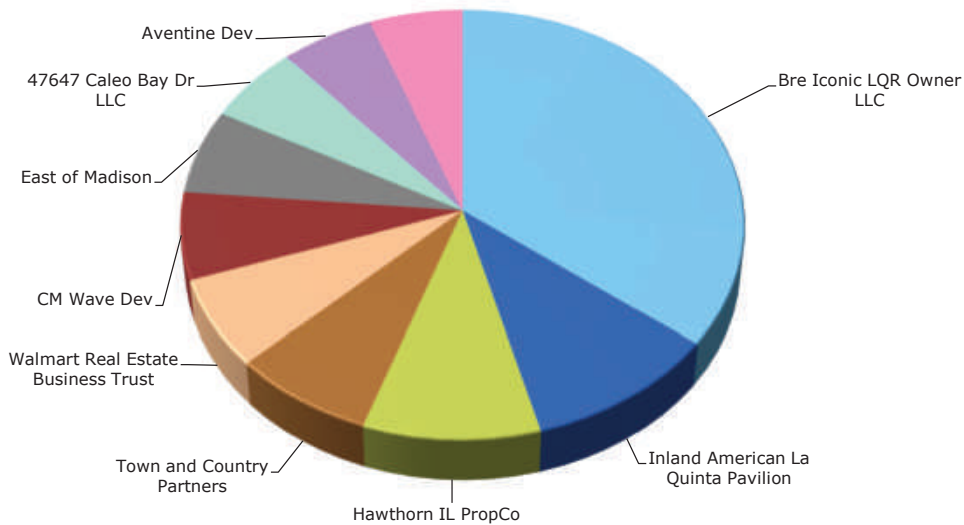
CITY OF LA QUINTA

TABLE 12

**Principal Property Taxpayers
Current Year and Ten Years Ago
(in dollars)**

Taxpayer	Fiscal Year 2020-21			Fiscal Year 2011-12		
	Rank	Taxable Assessed Value ⁽¹⁾	Percent of Total City Taxable Assessed Value	Rank	Taxable Assessed Value ⁽¹⁾	Percent of Total City Taxable Assessed Value
Bre Iconic LQR Owner LLC	1	\$ 167,964,353	1.17%		-	0.00%
Inland American La Quinta Pavilion	2	50,248,920	0.35%	5	\$ 42,548,545	0.41%
Hawthorn IL PropCo	3	45,760,953	0.32%		-	0.00%
Town and Country Partners	4	36,473,497	0.25%		-	0.00%
Walmart Real Estate Business Trust	5	32,199,420	0.22%	9	29,352,870	0.28%
CM Wave Dev	6	31,315,597	0.22%		-	0.00%
East of Madison	7	30,389,563	0.21%	4	43,291,518	0.42%
47647 Caleo Bay Dr LLC	8	27,473,475	0.19%		-	0.00%
Aventine Dev	9	27,380,407	0.19%		-	0.00%
Hanes Villaggio	10	27,308,637	0.19%		-	0.00%
KSL Desert Resort		-	-	1	140,972,125	1.36%
T D Desert Development		-	-	2	97,885,896	0.94%
MSR Resort Golf Course		-	-	3	55,063,175	0.53%
Coral Option I		-	-	6	42,113,733	0.41%
WRM La Quinta		-	-	7	37,973,210	0.37%
Griffin Ranch		-	-	8	35,404,218	0.34%
TD Desert Development LP		-	-	10	25,918,559	0.25%
Total		\$ 476,514,822	3.32%		550,523,849	5.30%

**Principal Property Tax Payers
(FY 2020-21)**



(1) Taxable valuations include secured and unsecured

Source:

HdL, Coren & Cone; Riverside County Assessor 2011/12 and 2020/21 Combined Tax Rolls and the SBE Non-Unitary Tax Roll (Preliminary)

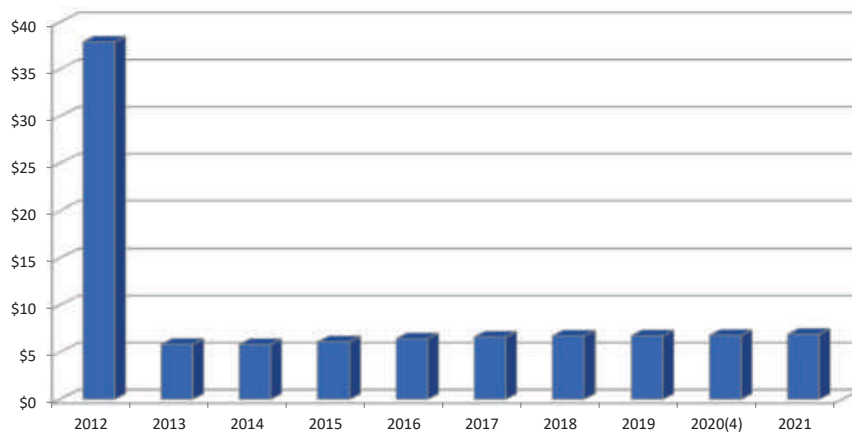
CITY OF LA QUINTA

TABLE 13

**Property Tax Levies and Collections
Last Ten Fiscal Years
(in dollars)**

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year ⁽¹⁾	Collections within the Fiscal Year of Levy		Collections in Subsequent Years ⁽²⁾	Total Collections to Date	
		Amount	Percent of Levy		Amount ⁽³⁾	Percent of Levy
2012	69,307,476	37,885,360	54.66%	181,381	38,066,741	54.92%
2013	5,706,535	5,823,575	102.05%	180,723	6,004,298	105.22%
2014	5,814,571	5,808,387	99.89%	202,342	6,010,729	103.37%
2015	5,965,704	6,100,655	102.26%	170,306	6,270,961	105.12%
2016	6,657,414	6,420,215	96.44%	194,668	6,614,883	99.36%
2017	6,764,963	6,592,548	97.45%	137,921	6,730,469	99.49%
2018	6,868,411	6,717,291	97.80%	116,182	6,833,473	99.49%
2019	6,934,311	6,736,814	97.15%	126,876	6,863,690	98.98%
2020 ⁽⁴⁾	7,058,939	6,777,777	96.02%	156,792	6,934,570	98.24%
2021	7,139,091	6,891,637	96.53%	106,190	6,997,827	98.02%

**Property Tax Collections
(in millions)**



Notes:

⁽¹⁾ Taxes Levied. The total tax levy is based on the Statement of Original Charge from the Riverside County Auditor-Controller Office. The amounts presented include City property taxes for tax districts 02-2374 and 02-2375 and are not inclusive of the redevelopment increment values.

⁽²⁾ Collections in Subsequent Years. The City participates in the Riverside County Teeter program; the secured taxes are remitted in a series of advances and settlement payments, the last of which is not received by the City until October of the subsequent year.

⁽³⁾ Collections to Date. The total amount does not include any apportionment adjustments that are the result of successful appeals of a taxpayer assessed valuation, escaped bills, refunds, or any other adjustments made by the County Auditor-Controller. As such, the percentage of the levy collected may be higher or lower than expected. Additionally, the increment values of the former Redevelopment Agency are allocated through a waterfall distribution process in accordance with California Health and Safety Code 34183 and 34188, and are not reflected on the Statement of Original Charge.

⁽⁴⁾ The statement of original charge that was posted on the the Auditor-Controller (ACO) website had not been updated at time of publishing the 19/20 CAFR. The number reported in the 'taxes levied' column has now been adjusted to accurately reflect the ACO number, which subsequently changed the percent collected as well.

Source: County of Riverside Auditor-Controller Office

CITY OF LA QUINTA

**Ratios of Outstanding Debt by Type ⁽¹⁾
Last Ten Fiscal Years
(in dollars)**

	Fiscal Year Ended				
	2012	2013	2014	2015	2016
Governmental Activities:					
Reimbursement Agreement	\$ -	\$ -	\$ -	\$ -	\$ -
Capital leases	40,090	71,045	129,063	103,869	155,395
USDA Loan	-	702,105	686,345	668,933	649,698
Provident Savings Loan	-	1,441,096	1,405,755	1,367,344	1,325,596
Notes Payable- Eisenhower Drive Property	-	-	-	-	-
Due to Coachella Valley Unified School District	-	-	-	-	-
Due to County of Riverside	-	-	-	-	-
Developer Agreement	-	-	-	-	-
Tax Allocation Bonds Project Area 1	-	-	-	-	-
Tax Allocation Bonds Project Area 2	-	-	-	-	-
2004 Local Agency Revenue Bonds ⁽²⁾	-	-	-	-	-
2011 Local Agency Revenue Bonds ⁽²⁾	-	-	-	-	-
City Hall Lease Revenue Bonds	3,895,000	3,425,000	2,930,000	2,405,000	1,850,000
Unamortized Discount and Issuance Costs	-	-	-	-	-
Total Governmental	3,935,090	5,639,246	5,151,163	4,545,146	3,980,689
Business-type Activities:					
Capital Leases	169,084	43,736	-	-	-
Total Business-Type Activities	169,084	43,736	-	-	-
Total Primary Government	4,104,174	5,682,982	5,151,163	4,545,146	3,980,689
Population - State Department of Finance January 1	38,075	38,401	39,032	39,694	39,977
Number of Households	23,528	23,612	23,871	24,150	24,432
Median Household Income	104,045	111,077	109,365	97,526	99,157
Percentage of Personal Income	0.17%	0.22%	0.20%	0.19%	0.16%
Debt Per Capita	108	148	132	115	100

Notes:

⁽¹⁾ Details regarding the City's outstanding debt can be found in the notes to the financial statements.

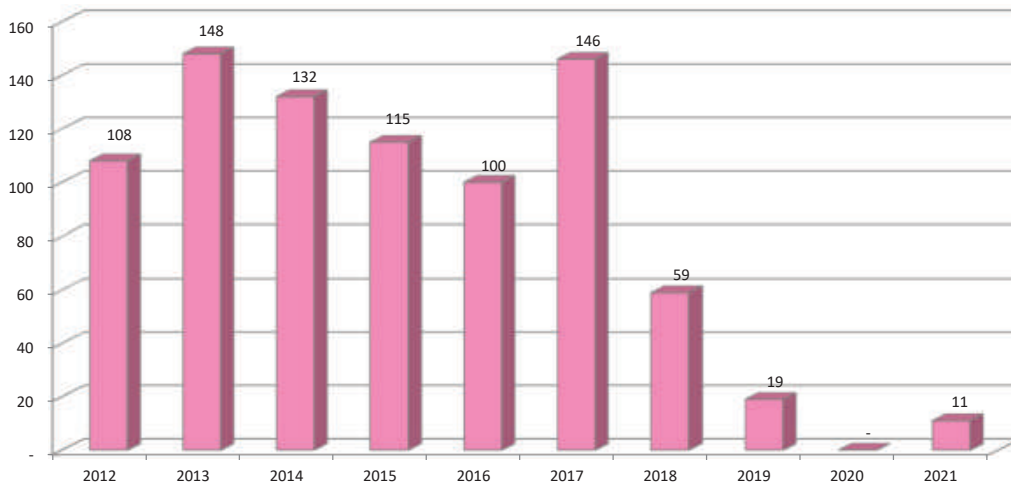
⁽²⁾ The debt service payment for the 2004 and 2011 Lease Revenue Bonds are made from Redevelopment Project Area 1 & 2 low & moderate income tax increment.

Source: City of La Quinta; HDL, Coren & Cone

2017	2018	2019	2020	2021	
					Governmental Activities:
\$ -	\$ -	\$ -	\$ -	\$ -	- Reimbursement Agreement
530,163	667,035	757,971	761,790	459,275	Capital leases
628,448	-	-	-	-	- USDA Loan
1,280,221	-	-	-	-	- Provident Savings Loan
2,250,000	1,125,000	-	-	-	- Notes Payable- Eisenhower Drive Property
-	-	-	-	-	- Due to Coachella Valley Unified School District
-	-	-	-	-	- Due to County of Riverside
-	-	-	-	-	- Developer Agreement
-	-	-	-	-	- Tax Allocation Bonds Project Area 1
-	-	-	-	-	- Tax Allocation Bonds Project Area 2
-	-	-	-	-	- 2004 Local Agency Revenue Bonds ⁽²⁾
-	-	-	-	-	- 2011 Local Agency Revenue Bonds ⁽²⁾
1,265,000	650,000	-	-	-	- City Hall Lease Revenue Bonds
-	-	-	-	-	- Unamortized Discount and Issuance Costs
5,953,832	2,442,035	757,971	761,790	459,275	Total Governmental
					Business-type Activities:
-	-	-	-	-	- Capital Leases
-	-	-	-	-	Total Business-Type Activities
5,953,832	2,442,035	757,971	761,790	459,275	Total Primary Government

40,677	41,204	40,389	40,660	41,247	Population - State Department of Finance January 1
24,544	24,643	24,764	24,957	25,177	Number of Households
104,749	107,447	117,802	120,097	121,816	Median Household Income
0.23%	0.09%	0.03%	0.00%	0.01%	Percentage of Personal Income
146	59	19	-	11	Debt Per Capita

Debt Per Capita



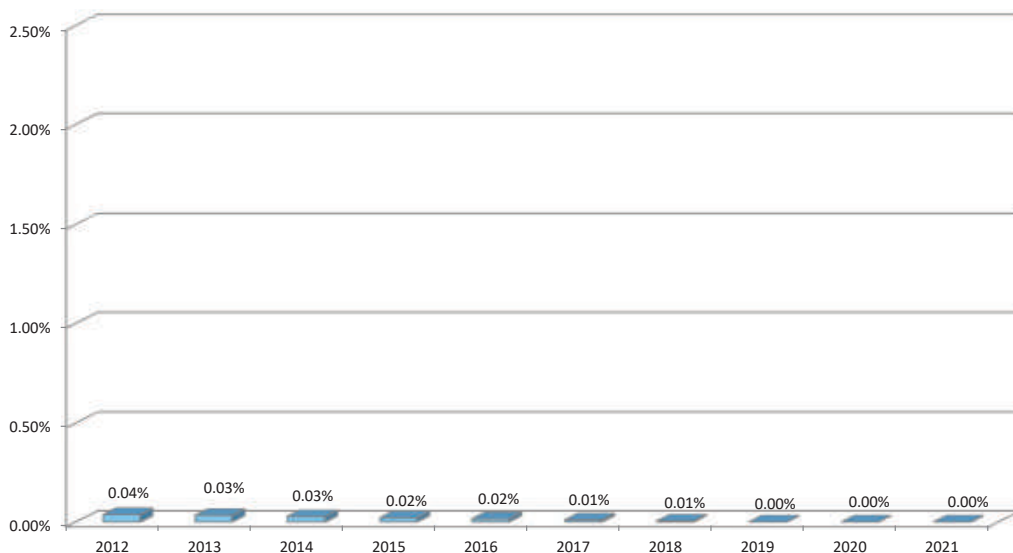
CITY OF LA QUINTA

TABLE 15

**Ratio of General Bonded Debt Outstanding
Last Ten Fiscal Years
(in dollars)**

Fiscal Year Ended June 30,	Outstanding General Bonded Debt ⁽¹⁾				Percent of Assessed Value ⁽²⁾	Per Median Household Income
	City Hall Lease Obligation	Local Agency Bonds	Tax Allocation Bonds	Total		
2012	3,895,000	-	-	3,895,000	0.04%	37
2013	3,425,000	-	-	3,425,000	0.03%	31
2014	2,930,000	-	-	2,930,000	0.03%	27
2015	2,405,000	-	-	2,405,000	0.02%	20
2016	1,850,000	-	-	1,850,000	0.02%	45
2017	1,265,000	-	-	1,265,000	0.01%	31
2018	650,000	-	-	650,000	0.01%	6
2019	-	-	-	-	0.00%	-
2020	-	-	-	-	0.00%	-
2021	-	-	-	-	0.00%	-

General Bonded Debt as a Percent of Assessed Value



Notes:

⁽¹⁾ General bonded debt is debt payable with governmental fund resources and general obligation bonds recorded in enterprise funds (of which the City has none)

⁽²⁾ Assessed value has been used because the actual value of taxable property is not readily available in the State of California.

CITY OF LA QUINTA

TABLE 16

**Direct and Overlapping Debt
June 30, 2020
(in dollars)**

Total Assessed Valuation ⁽¹⁾ \$ 14,407,036,558

	Percentage Applicable ⁽²⁾	Outstanding Debt 6/30/21	Estimated Share of Overlapping Debt
Overlapping Debt ⁽³⁾			
Overlapping Tax and Assessment Debt			
Desert Community College District	16.31%	\$ 392,435,000	\$ 64,025,770
Coachella Valley Unified School District	50.36%	235,623,166	118,662,183
Desert Sands Unified School District (DSUSD)	19.96%	410,450,000	81,934,029
DSUSD Community Facilities District No. 1	88.91%	695,000	617,938
Coachella Valley Water District Assessment Districts	86.46%	945,000	817,000
Total Overlapping Tax and Assessment Debt			<u>266,056,920</u>
Overlapping General Fund Debt			
Riverside County General Fund Obligations	4.60%	717,525,698	33,006,182
Riverside County Pension Obligations	4.60%	881,575,000	40,552,450
Coachella Valley Unified School District Certificates of Participation (COP)	50.36%	34,505,000	17,377,063
Desert Sands Unified School District COP	19.96%	24,960,000	4,982,515
Total Overlapping General Fund Debt			<u>95,918,210</u>
Overlapping Tax Increment Debt			
Successor Agencies	62.15%	509,578,028	316,727,989
Total Overlapping Tax Increment Debt			
Total Gross Overlapping Debt			<u>678,703,119</u>
Less: Riverside County Supported Obligations			-
Total Net Overlapping Debt			<u>678,703,119</u>
Direct General Fund Debt			
City of La Quinta General Fund Obligations		\$ 459,275	459,275
Total Direct General Fund Debt			<u>459,275</u>
Total Net Combined Direct and Overlapping Debt			<u>\$ 679,162,394</u>

Notes:

⁽¹⁾ Total assessed valuation is from the Equalized Assessor report which includes homeowner exemptions.

⁽²⁾ For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the overlapping district's taxable assessed value that is within the city's boundaries divided by the district's total taxable assessed value.

⁽³⁾ Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

CITY OF LA QUINTA

**Legal Debt Margin Information
Last Ten Fiscal Years
(in dollars)**

	Fiscal Year				
	2012	2013	2014	2015	2016
Assessed valuation ⁽¹⁾	\$ 10,331,431,958	\$ 10,274,998,112	\$ 10,726,752,603	\$ 11,369,346,292	\$ 11,930,906,878
Conversion Percentage	25%	25%	25%	25%	25%
Adjusted assessed valuation ⁽²⁾	2,582,857,990	2,568,749,528	2,681,688,151	2,842,336,573	2,982,726,720
Debt limit percentage ⁽²⁾	15%	15%	15%	15%	15%
Debt limit	387,428,698	385,312,429	402,253,223	426,350,486	447,409,008
Total net debt applicable to limit General obligation bonds ⁽³⁾	-	-	-	-	-
Legal debt margin	\$ 387,428,698	\$ 385,312,429	\$ 402,253,223	\$ 426,350,486	\$ 447,409,008
Total debt applicable to the limit as a percentage of debt limit	0.0%	0.0%	0.0%	0.0%	0.0%

Notes:

⁽¹⁾ Assessed Valuation is from the Equalized Auditor's Net report which excludes the homeowner exemptions

⁽²⁾ Section 43605 of the Government Code of the State of California limits the amount of indebtedness for public improvements to 15% of the gross assessed valuation or property. However, this provision was enacted when assessed valuation was based on 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computations shown above reflect a conversion of assessed valuation data for each fiscal year from the current full valuation perspective to the 25% level that was in effect at the time that the legal debt margin was enacted by the State. This is the equivalent of 3.75% of the full assessed value.

⁽³⁾ The City of La Quinta has no general bonded indebtedness.

TABLE 17

2017	2018	2019	2020	2021	
\$ 12,457,435,999	\$ 12,867,519,997	\$ 13,351,737,881	\$ 13,980,319,465	\$ 14,359,765,558	Assessed valuation ⁽¹⁾
25%	25%	25%	25%	25%	
3,114,359,000	3,216,879,999	3,337,934,470	3,495,079,866	3,589,941,390	
15%	15%	15%	15%	15%	Debt limit percentage ⁽²⁾
467,153,850	482,532,000	500,690,171	524,261,980	538,491,208	Debt limit
-	-	-	-	-	Total net debt applicable to limit General obligation bonds ⁽³⁾
\$ 467,153,850	\$ 482,532,000	\$ 500,690,171	\$ 524,261,980	\$ 538,491,208	Legal debt margin
0.0%	0.0%	0.0%	0.0%	0.0%	Total debt applicable to the limit as a percentage of debt limit

CITY OF LA QUINTA

TABLE 18

Pledged-Revenue Coverage ⁽¹⁾
Last Ten Fiscal Years
(in dollars)

Fiscal Year Ended June 30,	Local Agency Revenue Bonds (City Hall Project)						Coverage Ratio ⁽³⁾
	Lease Revenue ⁽²⁾	Less Other Debt Payments	Net Lease Revenue	Debt Service			
				Principal	Interest		
2012	673,521	-	673,521	445,000	228,521	1.00	
2013	673,130	-	673,130	470,000	203,130	1.00	
2014	671,351	-	671,351	495,000	176,351	1.00	
2015	673,046	-	673,046	525,000	148,046	1.00	
2016	673,075	-	673,075	555,000	118,076	1.00	
2017	671,441	-	671,441	585,000	86,441	1.00	
2018	668,141	-	668,141	615,000	53,141	1.00	
2019	668,038	-	668,038	650,000	18,038	1.00	
2020	-	-	-	-	-	-	
2021	-	-	-	-	-	-	

Notes:

⁽¹⁾ Details regarding the city's outstanding debt can be found in the notes to the financial statements. The City of La Quinta has no general bonded indebtedness.

⁽²⁾ Lease revenues consist of payments from the City General Fund and Civic Center Development Impact Fee Fund.

⁽³⁾ Coverage ratio is a measure of the City's ability to meet its obligation. A ratio of greater than or equal to one indicates that sufficient revenue has been generated to satisfy the debt service requirements. The ratio is calculated as total available revenue (net lease revenue) divided by total debt service requirements (principal and interest) .

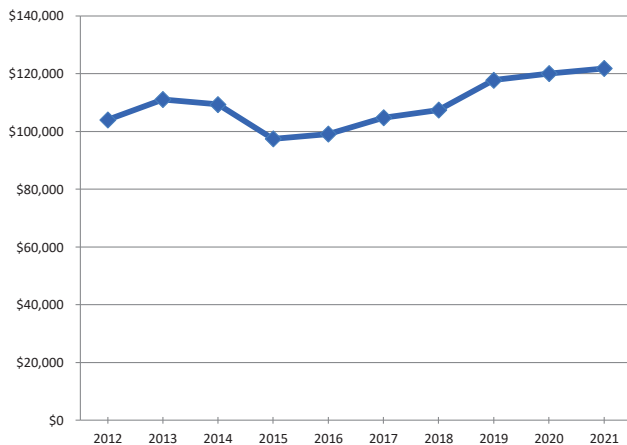
CITY OF LA QUINTA

TABLE 19

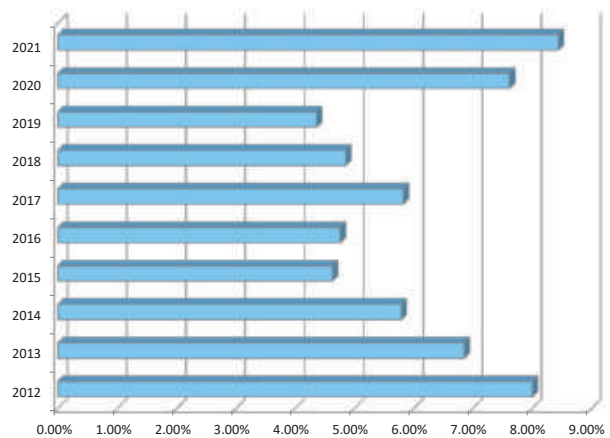
Demographic and Economic Statistics
Last Ten Calendar Years

	Sources	Calendar Year									
		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
City Land (Sq Miles)	(3)	35.16	35.16	35.16	35.71	35.71	35.71	35.71	35.71	35.71	35.71
Population	(1)(3)	38,199	38,261	38,689	39,240	39,769	40,065	40,217	40,389	40,660	41,247
Mean Household Income (in dollars)	(4)	\$104,045	\$111,077	\$109,365	\$97,526	\$99,157	\$104,749	\$107,447	\$117,802	\$120,097	\$121,816
Number of Dwelling Units	(1)	23,585	23,612	23,871	24,150	24,432	24,544	24,643	24,764	24,957	25,177
Persons per Household	(1)	2.56	2.58	2.59	2.60	2.62	2.64	2.63	2.68	2.60	2.60
Per Capita Income	(3)	\$40,722	\$43,053	\$42,226	\$37,510	\$37,846	\$39,288	\$39,999	\$42,931	\$46,248	\$47,986
Labor Force	(2)	16,350	16,658	16,983	17,483	18,033	18,617	18,917	19,142	19,267	19,083
Employment	(2)	15,042	15,517	16,000	16,675	17,175	17,533	18,000	18,308	17,800	17,483
Unemployment Rate	(2)	8.00%	6.85%	5.79%	4.62%	4.76%	5.82%	4.85%	4.36%	7.61%	8.44%
Median age	(3)	42.8	43.6	44.8	45.1	45.3	45.7	46	46.4	47.1	47.9

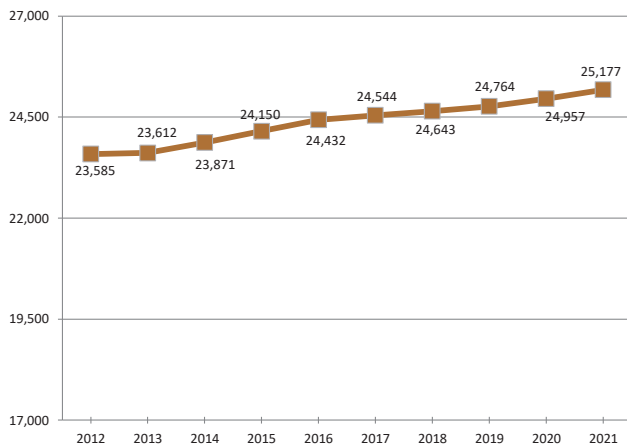
Mean Household Income



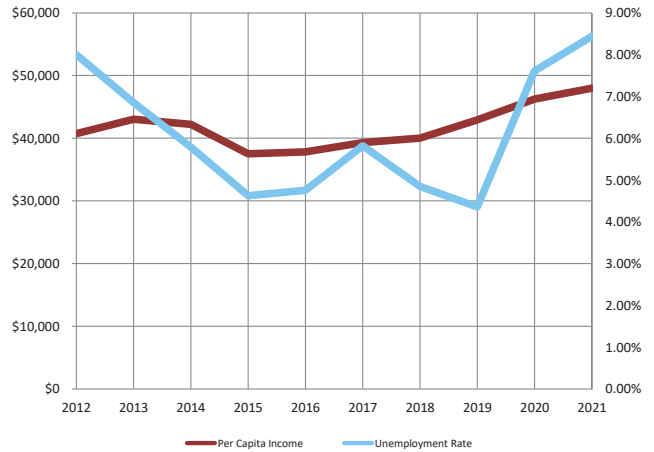
Unemployment Rate



Number of Dwelling Units



Per Capita Income and Unemployment



Sources:

- (1) State of California Department of Finance; State of California, Department of Finance, E-1 and E-5 Population and Housing Estimates for Cities, Counties and the State, Sacramento, California, released May 1, 2021. Data for all 10 years updated to match current DOF numbers.
- (2) State of California Employment Development Department Website. Previous years' data updated in 2018/19 to utilize 12-month average and final numbers. Rise in average unemployment rate for 2019/20 was due to double digit unemployment at end of fiscal year due to the Coronavirus pandemic.
- (3) HdL, Coren & Cone
- (4) Mean Household Income from US Census Bureau report Table S1901. Previously, calculated using "Persons per Household" multiplied by "Per Capita Income". Starting in 2017, data is from the US Census Bureau American Fact Finder.

CITY OF LA QUINTA

TABLE 20

**Principal Employers
Current Year and Ten Years Ago**

Employer	Activity	Fiscal Year 2020-21			Fiscal Year 2011-12		
		Rank	Number of Employees	Percent of Total Employment	Rank	Number of Employees	Percent of Total Employment
Desert Sands Unified School District	Government	1	2,564	13.44%	2	968	7.28%
La Quinta Resort & Club/ PGA West ⁽¹⁾	Hotel & Golf Resort	2	1,412	7.40%	1	1,211	9.11%
Wal-Mart Super Center	Retailer	3	300	1.57%	3	367	2.76%
Costco	Retailer	4	297	1.56%	4	234	1.76%
Home Depot	Retailer	5	230	1.21%	5	165	1.24%
Target	Retailer	6	180	0.94%		-	0.00%
Imperial Irrigation District	Utility Company	7	133	0.70%		-	0.00%
Lowe's Home Improvement	Retailer	8	110	0.58%	7	145	1.09%
Vons	Grocery Store	9	101	0.53%			0.00%
Stater Bros	Grocery Store	10	90	0.47%		-	0.00%
In N Out	Fast Food	11	84	0.44%		-	0.00%
Rancho La Quinta	Golf Resort	12	69	0.36%	6	152	1.14%
Hideaway	Golf Resort				8	122	0.92%
Tradition Golf Club	Golf Resort				9	101	0.76%
City of La Quinta	Government				10	89	0.67%
Total employment listed			5,570	29.19%		3,554	26.72%
Total City Employment - July 1			19,083			13,300	

Notes:

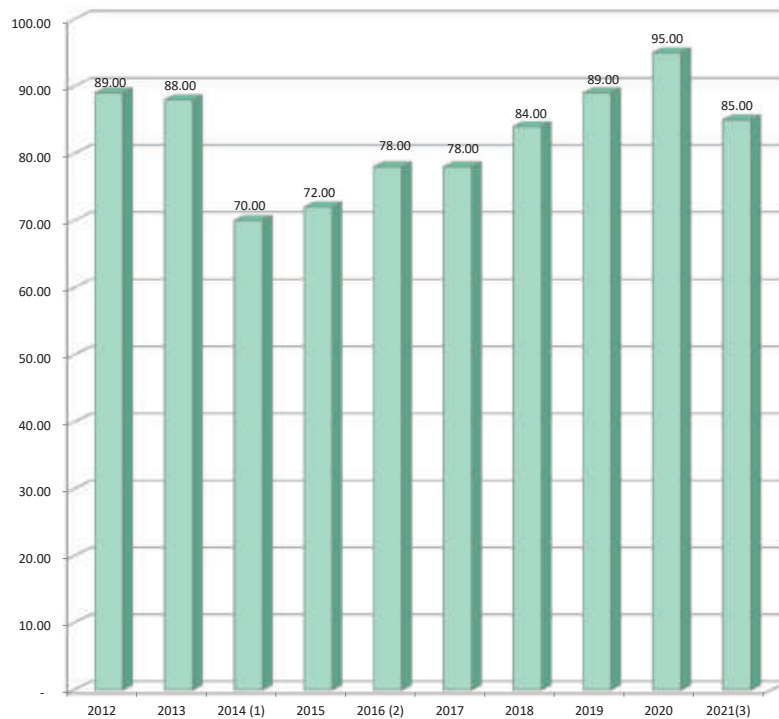
⁽¹⁾ La Quinta Resort & Club and PGA West are accounted for as one entity; as such, their employment numbers are reported together as of FY 2015-16.

Source: City of La Quinta

**Full-time City Employees
by Function
Last Ten Fiscal Years**

Function	Fiscal Year									
	2012	2013	2014 ⁽¹⁾	2015	2016 ⁽²⁾	2017	2018	2019	2020	2021 ⁽³⁾
Administration-City Mgr. Office	12.00	11.00	8.00	7.00	4.00	4.00	5.00	7.00	8.00	8.00
City Clerk	5.00	5.00	4.00	4.00	3.00	3.00	5.00	5.00	4.00	4.00
Finance	8.00	8.00	7.00	8.00	7.00	7.00	8.00	8.00	8.00	9.00
Community Services	10.75	10.75	12.00	11.65	-	-	-	-	-	-
Building and Safety	21.00	21.00	-	-	-	-	-	-	-	-
Planning and Development	8.00	9.00	-	-	-	-	-	-	-	-
Community Development	-	-	19.00	20.00	-	-	-	-	-	-
Public Works	24.25	23.25	20.00	21.35	-	-	-	-	-	27.00
Community Resources ^(a)	-	-	-	-	18.00	18.00	18.00	18.00	23.00	19.00
Design and Development ^(b)	-	-	-	-	27.00	27.00	29.00	32.00	33.00	18.00
Facilities ^(c)	-	-	-	-	19.00	19.00	19.00	19.00	19.00	-
Total	89.00	88.00	70.00	72.00	78.00	78.00	84.00	89.00	95.00	85.00

Total Full-Time City Employees



Notes:

The City of La Quinta contracts with the County of Riverside for Police Services and with the California Department of Forestry through a contract with the County of Riverside for Fire Services. In addition, the City-owned Golf Course is operated by Landmark Golf. These positions have not been included as these positions are not City employees.

(1) The City merged the Building and Safety Department with the Planning and Development Department in 2014. The resultant department was referred to as Community Development until 2016, see below.

(2) During FY 2015-16 the City was subject to a major reorganization in an attempt to improve efficiency and controls that effectively terminated the Community Services, Community Development, and Public Works departments. Following is a brief description of the reorganization for each department:

- a) The Community Resources department has taken over specific roles of the prior Community Development and Community Services departments including, but not limited to human resources, police, fire, library, museum, recreation, marketing, code compliance, animal control, and emergency services.
- b) The Design and Development department has taken over specific roles of the prior Community Development, Public Works, and Finance departments including, but not limited to customer service, business and animal licensing, planning, building, engineering services, and development services.
- c) The Facilities department has taken over specific roles of the prior Community Services and Public Works departments including, but not limited to , parks, streets, buildings, lighting and landscaping.

(3) During the FY 2020-21 the City created the Public Works Division, consisting of the Facilities Division as well as Public Works, Engineering, and Capital Improvement (which were moved out of Design & Development). In addition, there were impacts due to the novel Coronavirus pandemic that led to a reduction in workforce.

**Operating Indicators
by Function
Last Ten Fiscal Years**

	Fiscal Year									
	2012	2013	2014	2015	2016	2017	2018	2019	2020 ⁽³⁾	2021 ⁽³⁾
Finance:										
Number of Animal Licenses Processed ⁽¹⁾	1,674	1,505	1,602	1,374	0	-	-	-	-	-
Number of Accounts Payable Checks Processed	3,766	3,576	3,696	3,833	4,153	3,835	3,621	3,879	3,855	2,998
Number of investment purchases	27	30	22	21	22	20	61	56	49	32
Par value of investments	\$ 188,782,874	\$ 164,614,769	\$ 136,323,300	\$ 128,990,447	\$ 137,594,669	\$ 139,613,063	\$ 150,117,079	\$ 163,665,838	\$ 170,194,404	\$ 187,171,960
Number of cleared checks	5,103	3,899	3,922	4,004	4,167	3,932	3,813	3,875	3,962	2,977
Number of bank wires, drafts, and EFTs ⁽⁴⁾	63	58	58	54	41	44	64	68	57	412
City Clerk:										
Contracts Processed	319	346	289	238	282	199	243	266	297	217
Documents Notarized	254	301	334	203	157	99	128	74	90	184
Documents Recorded with County	170	125	183	106	112	56	67	45	39	43
Subpoenas and Claims Processed	22	15	21	37	10	8	12	18	15	15
Records Requests Fulfilled and Recorded	518	558	601	580	518	743	572	602	633	847
Documents Scanned to Electronic Archives ⁽¹⁾	30,437	28,798	34,671	164,847	233,182	214,384	593,991	970,894	753,291	190,113
Public Works:										
Encroachment permits issued	65	124	109	127	54	123	121	140	121	138
Request for services ⁽¹⁾	534	740	1322	1,261	3,440	3,207	2,652	2,194	1,938	2,041
Community Development:										
Number of Active Business Licenses ⁽¹⁾	3,310	3,520	3,998	4,452	3,368	3,681	3,707	3,806	3,592	3,267
Permits:										
Single family Detached	39	83	147	176	108	92	142	122	218	157
Single family Attached	11	-	0	4.00	7.00	7	6	14	1	0
Residential Pool	127	162	204	255	217	170	211	243	237	337
Wall/Fence	149	167	220	328	257	209	268	223	312	244
Other	916	1,042	1,158	1,316	1,230	1,258	1,571	1,655	1,401	1,619
Garage Sale Permits ⁽¹⁾	1,430	1,404	1,255	1,290	1,109	1,024	928	959	604	351
Total Permits	2,672	2,858	2,984	3,369	2,928	2,760	3,126	3,216	2,773	2,708
Code Compliance ⁽¹⁾:										
Animal Control Incidents Handled ⁽¹⁾	4,246	3,206	1,645	1,085	0	-	-	52	42	30
Vehicle abatements	139	99	88	85	255	212	224	184	149	79
Weed abatements	106	1,404	43	45	57	114	128	80	65	53
Nuisance abatements/Property Maintenance	2,433	1,668	730	557	1,037	1,180	1,122	921	821	403
All Other ⁽²⁾	-	-	-	-	1,432	806	888	1,159	1,591	1,511
Community Services:										
Library activities:										
Number of Visits	109,000	63,955	71,874	73,924	182,913	190,747	152,725	132,947	84,042	25,950
Books checked out	275,838	220,690	329,154	263,047	234,340	254,323	250,636	241,450	122,084	63,198
Cards Issued	4,477	2,966	2,035	2,418	2,179	2,248	2,276	2,251	919	886
Number of School Children Visiting	962	737	1,539	1,562	2,947	4,680	4,528	3,303	3,708	10,221
Volunteer Hours	2,720	2,226	1,340	1,917	2,169	2,248	2,314	2,138	1,173	0
Senior Center/Wellness Center ⁽¹⁾ :										
Number of visits	16,642	9,350	11,500	23,871	62,820	74,141	87,294	82,477	41,934	4,725
Volunteer Hours	2,690	2,233	2,745	1,279	1,585	1,420	1,333	1,148	506	0
Recreation activities:										
Participants:										
Leisure Classes	2,016	1,475	1,177	1,322	2,241	2,278	2,168	2,039	864	269
Special events	36,305	5,970	5,927	6,460	8,185	7,783	10,449	12,650	4,950	390
Adult Sports	5,647	3,865	5,878	5,487	7,192	6,695	6,136	5,932	3,644	0
Golf course:										
Golf rounds played	46,949	46,352	43,610	41,904	45,104	43,085	42,590	44,949	33,407	39,073
Average Green fee	\$ 70.40	\$ 67.44	\$ 66.83	\$ 69.65	\$ 66.87	\$ 66.80	\$ 71.88	\$ 72.02	\$ 71.23	\$ 79.63
Planning and Development:										
Number of residential units approved	285	228	494	208	40	120	0	114	92	212
Commercial square footage approved	61,662	0	113,149	79,092.00	13,000	391,914	7,599	102,552	3,162	152,133

Notes:⁽¹⁾ Data on this table may vary from year to year due to restructuring, personnel, and systems changes that have taken place at the city over the past five years. Examples include animal licensing and control contracted to County of Riverside May 2015, business licenses and garage sale permits transferred to Community Development Department, tracking system for active business licenses updated, vacation rental requirements for permits changed, Codes Department began using GoEnforce tracking software, Public Works Department expanded use of GoRequest system, City Clerk's office began project to archive all old documents and plans electronically, and the Senior Center became the Wellness Center in 2015.

⁽²⁾ "All Other" category includes building codes, business license, commercial, hazardous conditions, health/safety, other, parking, vacation rentals, and zoning. For 2016, data was annualized using the seven months of actual "total closed incidents" provided by GoEnforce.

⁽³⁾ Declines in the reported numbers for the Library, Wellness Center, and any related recreational activities are due to facility closures and restrictions as a result of the novel Coronavirus pandemic. For 2021, 'School Children Visiting' the library includes virtual storytime attendance.

⁽⁴⁾ Previously reported only wires, has been updated to include all forms of electronic payment types.

CITY OF LA QUINTA

TABLE 23

**Capital Asset Statistics
by Function
Last Ten Fiscal Years**

	Fiscal Year									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Public Works:										
Streets (miles)	128	128	128	128	128	128	128	128	129	129
Bikepaths (miles) ⁽¹⁾	22	22	22	34	34	36	36	35.5	79.1	81.1
Streetlights ⁽²⁾	269	269	277	277	281	372	372	372	372	372
Traffic signals	51	52	54	54	54	54	54	54	50	50
Traffic signs	2,934	2,984	3,018	3,018	3,018	5,758	5,758	5,408	4,808	4,808
Bridges	12	12	13	13	13	13	13	13	13	13
Parks and Recreation:										
Parks ⁽³⁾	13	13	13	13	13	13	13	13	14	14
Park Acreage	218	218	218	218	218	218	218	218	-	-
Undeveloped Park Acreage	40	40	40	40	40	40	40	40	-	-
City-Owned Acres ⁽³⁾									238	238
City-Improved Acres ⁽³⁾									114	114
Hiking Trails (miles)								17	17.4	17.4
Senior/Wellness Center	1	1	1	1	1	1	1	1	1	1
Museum	1	1	1	1	1	1	1	1	1	1
Library	1	1	1	1	1	1	1	1	1	1
Public Safety:										
Fire Stations	3	3	3	3	3	3	3	3	3	3
Golf Course:										
Municipal golf courses	1	1	1	1	1	1	1	1	1	1

Notes:

⁽¹⁾ Bike path miles were updated to include both Class I (off-street) and Class II (on-street, painted bike lanes) bicycle paths in 2015; the City has been adding Class II through various projects and the 2020 number has been updated accordingly.

⁽²⁾ In fiscal year ending 2009 street lights at intersections were included for the first time. Additionally, the decorative streetlights in Old Town were added for the first time in 2017.

⁽³⁾ In fiscal year 2019-20, the City added one public park, the SilverRock Event Site. In 2020, the City aligned reporting with the Developmental Impact Fee Study from August 2019 which identifies parks as 'City-Owned' and 'City-Improved' by acreage in Table 3.1.

Source: City of La Quinta

CITY OF LA QUINTA

TABLE 24

**Schedule of Insurance in Force
June 30, 2021**

Company Name	Policy Number	Coverage	Limits	Term	Premium
National Union Fire Insurance Alliant	15441004	Crime, Forgery, Fraud	\$1 Million	12/03/20 - 12/03/21	\$1,776
California Joint Powers Insurance Authority	Self-Insured Pool	All Risk Property Insurance Including Auto Physical Damage, Terrorism, Boiler & Machinery	\$25 Million Single Limit per Occurrence subject to other sublimits	07/01/19 - 07/01/20	\$122,912
NFP Property & Casualty Lloyds/Beazley Furloge Limited	W14D19200701	Earthquake Real & Personal Property including Contingent Tax Interruption	\$10 Million	02/07/20 to 02/07/21	\$173,602
California Joint Powers Insurance Authority	Self-Insured Pool	Comprehensive General and Automobile Liability	\$50 Million Single Limit per Occurrence	07/01/19 - 07/01/20	\$402,044
California Joint Powers Insurance Authority	Self-Insured Pool	Workers' Compensation	\$10 Million per occurrence	07/01/19 - 07/01/20	\$161,549

Source: City of La Quinta

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: INTRODUCE FOR FIRST READING ORDINANCES APPROVING ZONE CHANGE 2022-0001, ADDING THE AFFORDABLE HOUSING OVERLAY (AHO) TO SPECIFIC PARCELS IDENTIFIED IN THE HOUSING ELEMENT; AND ZONING ORDINANCE AMENDMENT 2022-0001, MAKING TEXT AMENDMENTS NECESSARY FOR CONSISTENCY WITH THE HOUSING ELEMENT. CEQA: REQUEST HAS BEEN PREVIOUSLY ANALYZED AS PART OF ENVIRONMENTAL ASSESSMENT 2021-0010. LOCATION: CITY-WIDE

RECOMMENDATION

- A. Move to take up an ordinance by title and number only and waive further reading, approving Zone Change 2022-0001.
- B. Move to introduce an ordinance to approve ZC 2022-0001.
- C. Move to take up an ordinance by title and number only and waive further reading, approving Zoning Ordinance Amendment 2022-0001.
- D. Move to introduce an ordinance to approve ZOA 2022-0001.

EXECUTIVE SUMMARY

- The Planning Commission unanimously recommended approval of both the Zone Change and the Zoning Ordinance Amendment at their meeting of June 14, 2022.
- The City Council adopted the 6th Cycle Housing Element Update for the 2021-2029 planning period on February 15, 2022.
- Policies and programs require amendments to the Zoning Map and Zoning Ordinance, in order to assure consistency with the Housing Element Update.
- Map amendments are associated with the application of the Affordable Housing Overlay (AHO) to specific parcels shown in the Affordable Housing Inventory of the Housing Element.

- Text amendments are associated with a number of issues, including but not limited to changes in State law, changes to allow increased density in the AHO, and updates to Density Bonus and Accessory Dwelling Unit provisions.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

The Housing Element included a number of policies and programs that require changes to the Zoning Map and Zoning Code in order to assure consistency with the Element and State law. The Goals, Policies and Programs are provided in Attachment 1 for reference. The text amendments are provided in Attachment 2. Each is described individually below.

Zoning Map

The Housing Element's Program 3.1.a requires that the AHO be applied to all properties identified in the Affordable Housing Inventory (Exhibit A of the Zone Change Ordinance) for lower income households. In the past, the AHO overlay has been provided in text, but has not been mapped on the Zoning Map. As shown in Exhibit A of the Ordinance, the AHO would be added as a crosshatch pattern to all commercially zoned properties, and to non-commercial properties which are in the Inventory, to assure consistency. A parallel text amendment to the AHO is also proposed, and described below.

Zoning Text Amendments

The Zoning text amendments address a number of issues which are covered in the Housing Element. All changes are provided in Attachment 2 in track changes, and in final form as Exhibit A of the Zoning Code Amendment Ordinance.

Accessory Dwelling Units

Updates to the Accessory Dwelling Unit and Junior Accessory Dwelling Unit (together, ADU) provisions have been made to bring them into conformance with State law and Program H-2.1.a. The changes have been made to Section 9.60.090 of the Municipal Code and include allowances for ADUs in all zones that allow residential development and modifications to the development standards. The changes are consistent with the standards permitted by State law, which provide for reduced setbacks and parking ratios.

Density Bonus

Updates to the Density Bonus provisions to bring them into conformance with State law and Program H-2.2.a. The changes have been made to Section

9.60.260 of the Municipal Code. The last update of these provisions was in 2016, and since that time, State law has changed to increase the allowed density bonus for affordable housing units, from a 35% increase to a 50% increase over base density. In addition, the types of affordable housing projects have been broadened, to include student housing, and housing near major transit stops. Although neither of these is likely in the immediate future in La Quinta, the standards have been added to assure that if such a project were to occur, the City would have the ability to regulate it under law.

Affordable Housing Overlay

In addition to the Zoning Map amendment described above, the development standards for the AHO have been modified in Section 9.110.100 of the Municipal Code. These amendments include specifying a density range of 20 to 36 units per acre, and adding language required by Government Code Section 65583.2(h)(i) which provides that the density of lower income projects must be 20 units per acre, that these projects with at least 20% of the units affordable to low, very low or extremely low income households must be permitted by right (not requiring a Conditional Use Permit), and must have 16 units per site, consistent with Government Code. In addition, setbacks have been reduced to assure that the allowed densities could be constructed. The AHO is proposed for commercial parcels, particularly within the Highway 111 Corridor, as well as City-owned parcels in the Village.

Program 3.1.a also requires an analysis of the feasibility of the AHO development standards to facilitate affordable housing. That analysis was provided to the Planning Commission, and demonstrated that a density of 30 units per acre is physically possible and feasible with the City's zoning standards.

Special Needs Housing

The Housing Element also requires that changes be made to allow several specific types of housing, including transitional and supportive housing, as permitted uses in zones where similar uses are permitted by right. Table 9.1, Permitted Uses in Residential Districts has been amended to allow them as permitted uses in Medium, Medium High and High Density Residential zones, consistent with Program H-5.4.b.

Table 9.5, Permitted Uses in Non-Residential Districts, allows Emergency Shelters, but was silent on homeless shelters and a new use called "Low Barrier Navigation Centers." The latter is a center which provides, not only shelter, but additional services required to find permanent housing for residents. Both have been added to Table 9.5 and in conjunction with additions made to development standards in Section 9.100.280 of the Municipal Code are consistent with Programs H-5.4.a and H-5.4.b. In addition, a parking

standard has been added for homeless shelters, requiring one space per employee, consistent with Government Code Section 65583(a)(4)(A)(ii).

Other Changes

Other changes are included in the text amendments:

1. Allowing mobile or manufactured homes on single family lots, subject to the same standards as other single family homes (Section 9.60.180), consistent with Government Code Section 65583.
2. Additions to the definitions (Section 9.280.030) to address the text amendments above.

AGENCY AND PUBLIC REVIEW

Public Notice

This project was advertised in *The Desert Sun* newspaper on July 8, 2022. No written comments have been received as of the date of this writing. Any written comments received will be handed out at the City Council meeting.

Planning Commission Review

At its regular meeting of June 14, 2022, the Planning Commission unanimously voted to recommended Council approval of the proposed Zone Change and Zoning Ordinance Amendment.

ENVIRONMENTAL REVIEW

The City prepared an Initial Study for the Housing and Safety Element updates, and circulated it for public review from October 29 to November 17, 2021. The changes proposed to the Zoning Map and Zoning Ordinance are entirely consistent with the Housing Element, and their impacts have therefore been studied previously, and require no further review under CEQA

Prepared by: Danny Castro, Design and Development Director

Approved by: Jon McMillen, City Manager

Attachments: 1. Housing Element Goals, Policies and Programs
2. Zoning Ordinance Amendments in track changes

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING THE ZONING MAP CITY-WIDE TO ADD THE AFFORDABLE HOUSING OVERLAY (AHO) TO ALL COMMERCIALY ZONED PARCELS AND ALL PARCELS INCLUDED IN THE SITES INVENTORY OF THE CITY'S HOUSING ELEMENT

CASE NUMBER: ZONE CHANGE 2022-0001

APPLICANT: CITY OF LA QUINTA

WHEREAS, the City Council of the City of La Quinta, California did, on July 19, 2022, hold a duly noticed Public Hearing, to consider an amendment to the Zoning Map to apply the Affordable Housing Overlay (AHO) to all commercially zoned parcels and all parcels included in the Sites Inventory of the 2022 Housing Element update; and,

WHEREAS, the Design and Development Department published a public hearing notice in The Desert Sun newspaper on July 8, 2022 as prescribed by the Municipal Code; and,

WHEREAS, the Planning Commission of the City of La Quinta did adopt Planning Commission Resolution 2022-016 recommending City Council adoption of said Zone Change at a duly noticed Public Hearing on June 14, 2022; and

WHEREAS, said Zone Change has complied with the requirements of "The Rules to Implement the California Environmental Quality Act of 1970" (CEQA) as amended (Resolution 83-63). The City prepared an Environmental Assessment (EA 2021-0010) for the Housing Element update, and these Zoning map changes are entirely consistent with the Housing Element policies and were therefore analyzed in EA 2021-0010 and no further review is required; and

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

Ordinance No. ____
Zone Change 2022-0001
Project: Housing Element Zoning Map Amendments
Adopted:
Page 2 of 4

1. The zone map change is consistent with the goals, objectives and policies of the General Plan, insofar as the changes are required by policies and programs of the 2022 Housing Element update, and the Zoning Map must be consistent with the General Plan.
2. Approval of the zone map change will not create conditions materially detrimental to the public health, safety and general welfare because the changes only apply the AHO as an overlay, and the development standards of the AHO and underlying zones are designed to protect the public health, safety and welfare by providing sufficient setbacks, parking and height limits for each zone.
3. The new zoning is compatible with the zoning on adjacent properties as it does not change the requirements of the base zone, and only implements the AHO for affordable housing projects.
4. The new zoning is suitable and appropriate for City properties because it applies to already developable, available lands which would be developed with or without the AHO.
5. Approval of the zone map change is warranted because changes in the Housing Element require its amendment.

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

SECTION 1. FINDINGS AND APPROVAL: That the above recitations are true and constitute the Findings of the City Council in this case.

SECTION 2. EFFECTIVE DATE: This Ordinance shall be in full force and effect thirty (30) days after its adoption.

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 designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the permanent record of Ordinances of the City of La Quinta.

SECTION 4. 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 Exhibits A, B and C to ensure consistency of

Ordinance No. ____
Zone Change 2022-0001
Project: Housing Element Zoning Map Amendments
Adopted:
Page 3 of 4

all approved map amendments prior to the publication in the La Quinta Municipal Code.

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 City of La Quinta City Council, held on July 19, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

Ordinance No. ____
Zone Change 2022-0001
Project: Housing Element Zoning Map Amendments
Adopted:
Page 4 of 4

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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



Source: City of La Quinta: ESRI, 2022



**Zone Map Amendment
Affordable Housing Overlay
La Quinta, California**

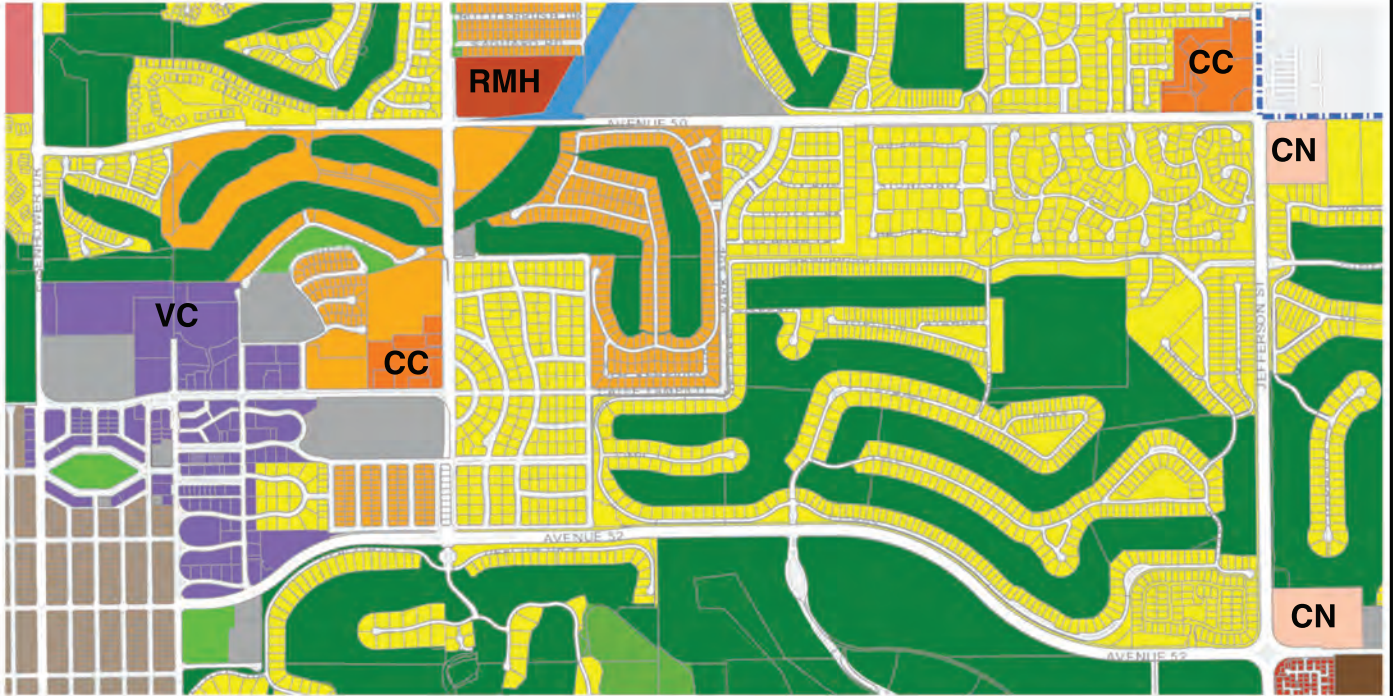
06.07.22

Exhibit

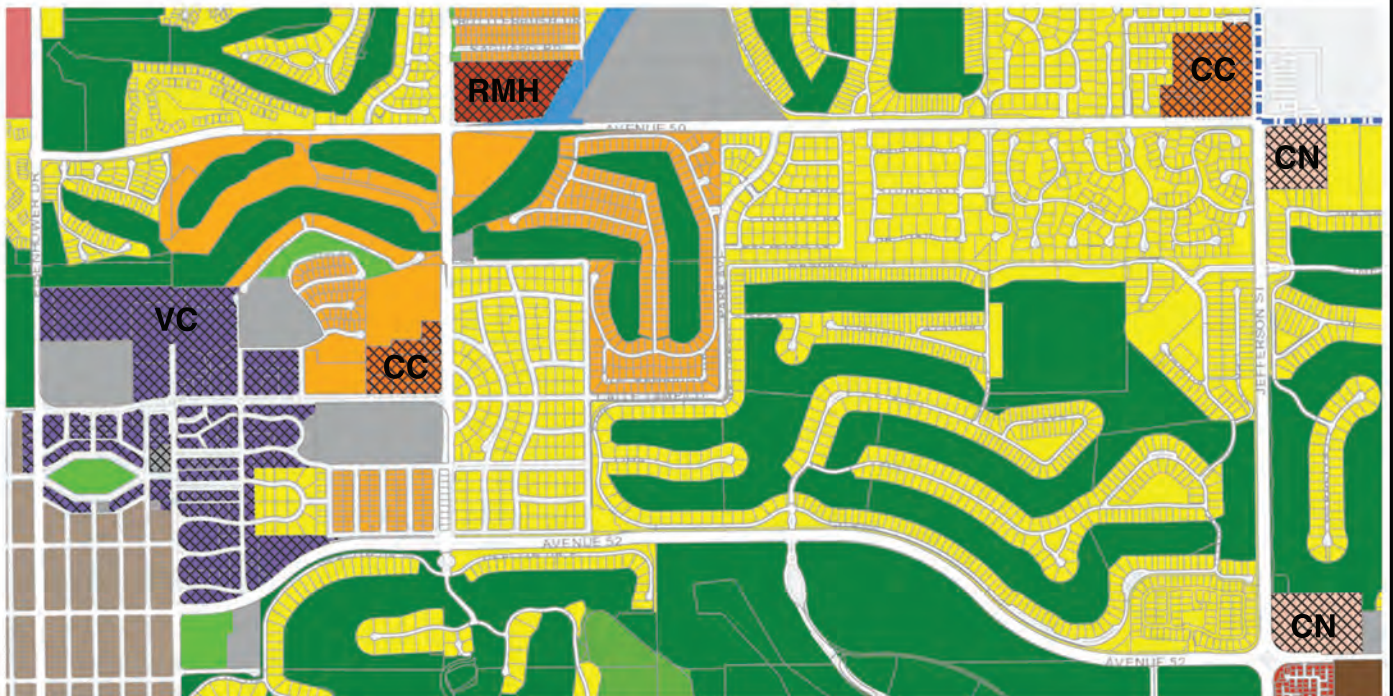
1

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Existing Zoning - No AHO Overlay



Proposed Zoning - AHO Overlay



Source: City of La Quinta; ESRI 2022

N
06.07.22

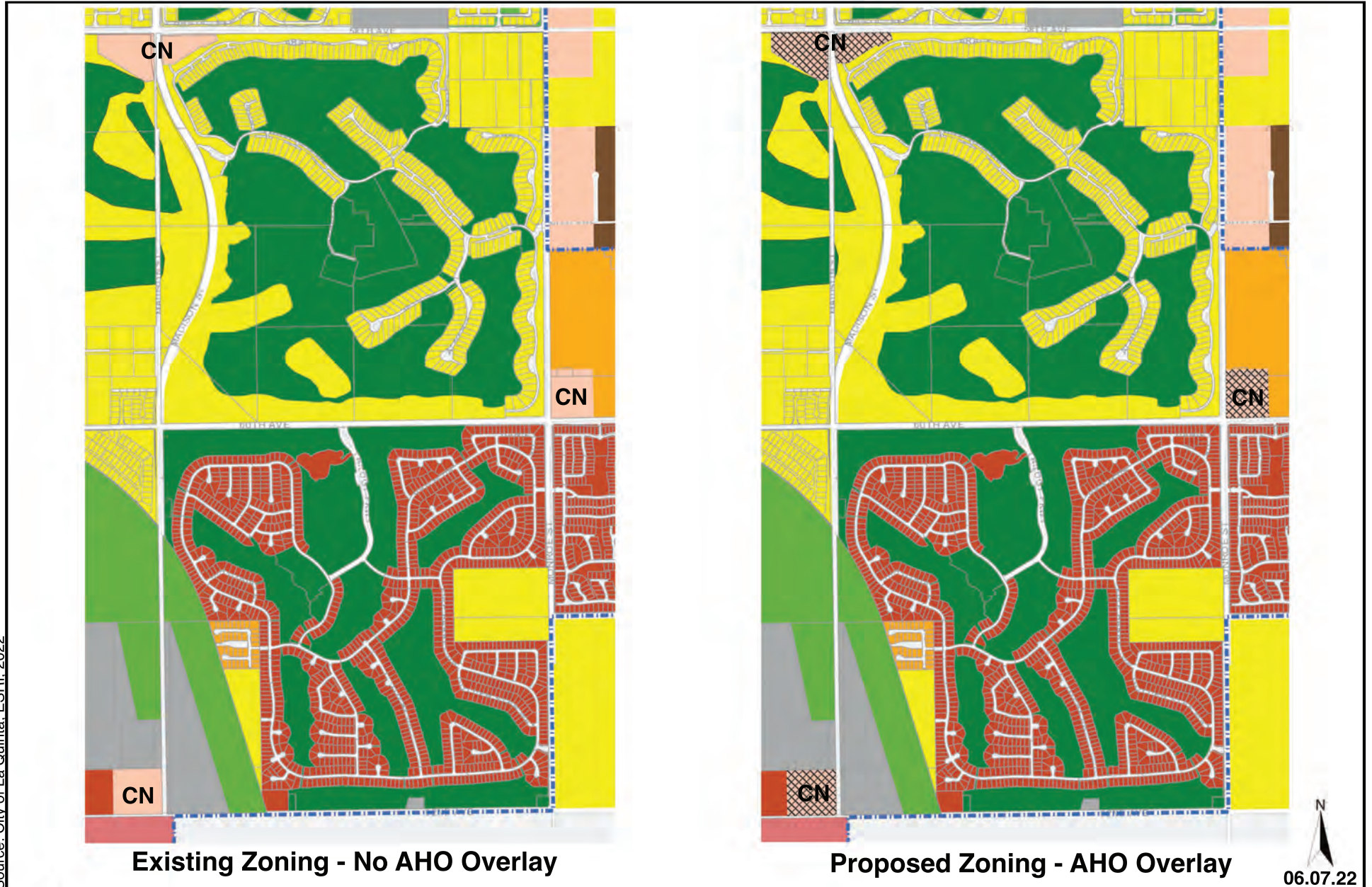


**Zone Map Amendment
Affordable Housing Overlay
La Quinta, California**

Exhibit

2

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ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING MULTIPLE SECTIONS OF TITLE 9 OF THE LA QUINTA MUNICIPAL CODE TO CONFORM TO THE POLICIES AND PROGRAMS OF THE CITY'S 2022 HOUSING ELEMENT UPDATE

CASE NUMBER: ZONING ORDINANCE AMENDMENT 2022-0001

APPLICANT: CITY OF LA QUINTA

WHEREAS, the City Council of the City of La Quinta, California did, on July 19, 2022, hold a duly noticed Public Hearing, to consider amendments to the text of Title 9 of the La Quinta Municipal Code (Zoning Ordinance) to make it consistent with the 2022 Housing Element update; and,

WHEREAS, the Design and Development Department published a public hearing notice in The Desert Sun newspaper on July 8, 2022 as prescribed by the Municipal Code; and,

WHEREAS, the Planning Commission of the City of La Quinta did adopt Planning Commission Resolution 2022-016 to recommend to the City Council adoption of said Zoning Ordinance Amendment at a duly noticed Public Hearing on the June 14, 2022; and

WHEREAS, said Zoning Ordinance Amendment has complied with the requirements of "The Rules to Implement the California Environmental Quality Act of 1970" (CEQA) as amended (Resolution 83-63). The City prepared an Environmental Assessment (EA 2021-0010) for the Housing Element update, and these Zoning Ordinance changes are entirely consistent with the Housing Element policies and were therefore analyzed in EA 2021-0010 and no further review is required; and

WHEREAS, at said Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did make the following mandatory findings pursuant to Section 9.220.010 of the La Quinta Municipal Code to justify approval of said Zoning Ordinance Amendment, included in Exhibit A:

1. The Zoning Ordinance changes are consistent with the goals, objectives and policies of the General Plan, insofar as the changes are required by

Ordinance No. ____
Zoning Ordinance Amendment 2022-0001
Project: Housing Element Zoning Text Amendments
Adopted:
Page 2 of 3

policies and programs of the 2022 Housing Element update, and the Zoning Map must be consistent with the General Plan.

2. Approval of the zoning ordinance change will not create conditions materially detrimental to the public health, safety and general welfare because the changes in text do not materially change the manner or standards under which development will occur, but rather clarify the City's requirement for the development of housing for all residents in La Quinta.

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

SECTION 1. FINDINGS AND APPROVAL: That the above recitations are true and constitute the Findings of the City Council in this case.

SECTION 2. EFFECTIVE DATE: This Ordinance shall be in full force and effect thirty (30) days after its adoption.

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 designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the permanent record of Ordinances of the City of La Quinta.

SECTION 4. 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 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.

Ordinance No. ____
Zoning Ordinance Amendment 2022-0001
Project: Housing Element Zoning Text Amendments
Adopted:
Page 3 of 3

PASSED, APPROVED, and ADOPTED at a regular meeting of the City of La Quinta City Council, held on July 19, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

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Chapter 9.40 RESIDENTIAL PERMITTED USES

9.40.030 Table of permitted uses.

Table 9-1: Permitted Uses in Residential Districts, following, specifies those areas and structures which are permitted within each residential district. The letters in the columns beneath the district designation mean the following:

"P": Permitted as a principal use within the district.

"PUD": Planned unit development.

"A": Permitted only if accessory to the principal residential use on the site.

"C": Permitted if a conditional use permit is approved.

"M": Permitted if a minor use permit is approved.

"H": Permitted as a home occupation if accessory to the principal residential use and if a home occupation permit is approved.

"S": Permitted if a specific plan is approved per Chapter 9.240.

"X": Prohibited in the district.

Table 9-1 Permitted Uses in Residential Districts

P = Permitted use A = Accessory use C = Conditional use permit PUD = Planned unit development M = Minor use permit H = Home occupation permit S = Specific plan required T= Temporary use permit X = Prohibited use	Very Low Density Residential	Low Density Residential	Cove Residential	Medium Density Residential	Medium-High Density Residential	High Density Residential
Land Use	RVL	RL	RC	RM	RMH	RH
Single-family detached dwellings	P	P	P	P	P	S
Single-family detached patio homes (i.e., "zero lot-line")	PUD	PUD	PUD	PUD	PUD	PUD
Duplexes (two units on the same lot)	PUD	PUD	X	PUD	P	P
Single-family attached dwellings (two units per building with each unit on its own lot)	PUD	PUD	X	PUD	P	P
Townhome dwellings (two or more units per building with each unit on its own lot)	PUD	PUD	X	P	P	P
Condominium multifamily ("airspace" units)	PUD	PUD	X	P	P	P
Apartment multifamily (rental units)	X	X	X	P	P	P
Mobilehome parks	C	C	C	C	C	C
Mobilehome subdivisions and manufactured homes on individual lots, subject to Section	P	P	P	P	P	S

9.60.180						
Resort residential subject to Section 9.60.310	P	P	X	P	P	P
Guesthouses, subject to Section 9.60.100	A	A	A	A	A	A
Second residential units subject to Section 9.60.090	A	A	A	A	A	A
<i>Group Living and Care Uses</i>						
Child day care facilities as an accessory use, serving 6 or fewer children, subject to Section 9.60.190	A	A	A	A	A	A
Child day care facilities as an accessory use, serving 7—14 children, subject to Section 9.60.190	A	A	A	A	A	A
Congregate living facilities, 6 or fewer persons	P	P	P	P	P	X
Congregate care facility	C	C	C	C	C	C
Residential care facilities, 6 or fewer persons	P	P	P	P	P	P
Senior citizen residences, 6 or fewer persons	P	P	P	P	P	P
Senior group housing, 7 or more persons	X	X	X	M	M	M
Time share facilities, subject to Section 9.60.280	M	M	M	M	M	M
Bed and breakfast inns	M	M	M	M	M	M
Supportive housing	X	X	X	P	P	P
Transitional housing	X	X	X	P	P	P
<i>Open Space and Recreational Uses</i>						
Public parks, playfields and open space	P	P	P	P	P	P
Bicycle, equestrian and hiking trails	P	P	P	P	P	P
Clubhouses and community pools/cabanas	P	P	P	P	P	P
Unlighted tennis and other game courts on private property, subject to Section 9.60.150	A	A	A	A	A	A
Lighted tennis and other game courts on private property, subject to Section 9.60.150	M	M	M	M	M	M
Golf courses and country clubs per Section 9.110.040	P	P	P	P	P	P
Driving range with or without lights	M	M	X	M	M	M
<i>Accessory Uses and Structures</i>						
Home occupations, subject to Section 9.60.110	A	A	A	A	A	A
Cottage food operations, subject to Section 9.60.115	P	P	P	P	P	P
Patio covers, decks, and gazebos, subject to Section 9.60.040	A	A	A	A	A	A
Fences and walls, subject to Section 9.60.030	P	P	P	P	P	P
Satellite dishes and other antennas subject to Section 9.60.080	A	A	A	A	A	A

Swimming pools, spas and cabanas, subject to Section 9.60.070	A	A	A	A	A	A
Garages and carports, subject to Section 9.60.060	A	A	A	A	A	A
Keeping of household pets, subject to Section 9.60.120	A	A	A	A	A	A
On lots of 1 acre or more, the noncommercial keeping of hooved animals, fowl (except roosters) and rabbits, subject to Section 9.60.120. Hooved animals include horses, sheep, goats, pot bellied pigs, and similar. The keeping of horses is subject to Section 9.140.060 and limited to one horse per 2.5 acres.	A	A	X	X	X	X
Other accessory uses and structures which are customarily associated with and subordinate to the principal use on the premises and are consistent with the purpose and intent of the zoning district.	A	A	A	A	A	A
<i>Agricultural Uses</i>						
Tree crop farming; greenhouses	P	X	X	X	X	X
Field crop farming	P	M	X	X	X	X
Produce stands, subject to Section 9.100.100	P	T	X	X	X	X
<i>Temporary Uses</i>						
Garage sales	A	A	A	A	A	A
Construction and guard offices, subject to Section 9.60.200	A	A	A	A	A	A
Use of relocatable building	M	M	M	M	M	M
Model home complexes and sales offices, subject to Section 9.60.240	M	M	M	M	M	M
Special outdoor events, subject to Section 9.60.170	M	M	M	M	M	M
Parking of recreational vehicles, subject to Section 9.60.130	A	A	A	X	X	X
<i>Other Uses</i>						
Churches, temples and other places of worship	C	C	C	C	C	C
Museum or gallery displaying sculpture, artwork or crafts, including schools for above, on 20 acres or more	M	M	M	M	M	M
Community recreational vehicle storage lots, noncommercial	A	A	X	A	A	A
Communication towers and equipment (freestanding, new towers) subject to Chapter 9.170	C	C	C	C	C	C

Communication towers and equipment (co-location, mounted to existing facility) subject to Chapter 9.170	M	M	M	M	M	M
Utility substations and facilities	M	M	M	M	M	M
Public flood control facilities and devices	P	P	P	P	P	P
Other principal, accessory or temporary uses not in this table.	Director or planning commission to determine whether use is permitted in accordance with Section 9.20.040.					

(Ord. 584 § 2, 2020; Ord. 550 § 1, 2016; Ord. 538 § 2, 2016; Ord. 523 § 1, 2015; Ord. 515 § 1, 2013; Ord. 512 § 1, 2013; Ord. 492 § 1, 2011; Ord. 480 § 1, 2010; Ord. 466 § 1, 2009; Ord. 445 § 1, 2007; Ord. 414 § 1, 2005; Ord. 394 § 2, 2003; Ord. 325 § 1, 1998; Ord. 299 § 1, 1997; Ord. 284 § 1, 1996)

Chapter 9.60 SUPPLEMENTAL RESIDENTIAL REGULATIONS

9.60.090 Accessory dwelling units.

- A. Purpose. This section provides standards and criteria for the establishment of accessory dwelling units and junior accessory dwelling units, consistent with California Government Code Section 65852.2, subdivision (a)(1) and 65852.22. Accessory dwelling units shall be permitted only in the zones that allow single family or multifamily uses: RVL, RL, RC, RM, RMH, RH, CR, CP, CC, CN, TC, CO and VC zone districts. Junior accessory dwelling units are permitted in single family zones: RVL, RL, RC, RM, RMH, and RH zone districts.
- B. Definitions. See Chapter 9.280. For purposes of this section, "second residential unit," "second dwelling unit," "second unit," and "granny flat" as defined in Section 9.280.030 (or successor section) shall not apply, and, instead, "accessory dwelling unit" as defined in California Government Code Section 65852.2(i)(4) (or successor section in the Government Code) shall apply. An accessory dwelling unit shall be either "attached" or "detached" to the primary residence as described in Government Code Section 65852.2(i)(4) (or successor statute). In addition, the following definitions shall apply for purposes of this section:
1. *"Junior accessory dwelling unit"* means a unit that is no less than one hundred fifty (150) square feet and no more than five hundred (500) square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
 2. *"Living area"* shall have the same meaning as California Government Code Section 65852.2(i)(1) (or successor section in the Government Code), notwithstanding any provision in Section 9.280.030 of this code to the contrary.

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3. *"Primary residence"* shall have the same meaning as "dwelling, main or Primary residence" as defined in Section 9.280.030 (or successor section).
 4. *"Public transit"* means a location, including but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes and are available to the public (consistent with Government Code Section 65852.2, subdivision (j)(9)).
- C. Standards for Accessory Dwelling Units. The following standards shall apply to accessory dwelling units:
1. Except as provided in Government Code Section 65852.26, the accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.
 2. The lot is zoned to allow single-family or multifamily dwelling use and includes a proposed or existing dwelling.
 3. The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.
 4. The total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the primary dwelling or 800 square feet if the primary dwelling is less than 1,600 square feet.
 5. The total floor area for a new detached accessory dwelling unit shall not exceed 1,200 square feet.
 6. An accessory dwelling unit shall include a kitchen and bathroom.
 7. An efficiency unit as defined by Section 17958.1 of the California Health and Safety Code must be a minimum of 150 square feet.
 8. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
 9. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.
 10. The building code requirements in effect at the time a building permit is secured shall apply to detached dwellings.
 11. The accessory dwelling unit must be approved by the Riverside County Department of Environmental Health and the Regional Water Quality Control Board where a private sewage disposal system is being used or proposed.
 12. Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.
 - a. Off-street parking shall be permitted in setback areas or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
 - b. There shall be no additional parking requirement for an accessory dwelling unit in any of the following instances:

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- i. The accessory dwelling unit is located within one-half mile walking distance of public transit.
 - ii. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - iii. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
 - iv. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - v. When there is a car share vehicle located within one block of the accessory dwelling unit.
 - c. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, those off-street parking spaces need not be replaced.
 13. One accessory dwelling unit and one junior accessory dwelling unit is permitted per lot with a proposed or existing single-family dwelling if all of the following apply:
 - a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.
 - b. The space has exterior access from the proposed or existing single-family dwelling.
 - c. The side and rear setbacks are sufficient for fire and safety.
 - d. The junior accessory dwelling unit complies with the requirements of California Government Code Section 65852.22.
 14. One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subsection D, if it complies with the following:
 - a. A total floor area limitation of not more than 800 square feet.
 - b. A height limitation of 16 feet.
 15. Multiple accessory dwelling units are permitted within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.
 - a. One accessory dwelling unit is permitted within an existing multifamily dwelling and up to 25 percent of the existing multifamily dwelling units may contain an accessory dwelling unit.
 - b. Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling are permitted, and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.
 16. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.
 17. An accessory dwelling unit that is rented must be rented for terms longer than 30 days. Under no circumstances shall an accessory dwelling unit be eligible for a Short Term Vacation Rental permit.

18. In the event of any conflicts between the standards set forth in this section and those set forth in the regulations of the applicable zoning district, the provisions of this section shall prevail.
19. The applicant shall pay to the city all applicable fees imposed on such new development of an accessory dwelling unit or new or rehabilitated primary residence that will include an accessory dwelling unit, provided, however, that no impact fee shall be imposed upon the development of an accessory dwelling unit less than 750 square feet, and any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

D. Standards for Junior Accessory Dwelling Units. The following standards shall apply for junior accessory dwelling units:

1. Junior accessory dwelling units shall be limited to one (1) per residential lot zoned for single-family residences with a single-family residence already built or proposed to be built, on the lot.
2. The single-family residence in which the junior accessory dwelling unit will occur must be owner-occupied. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
3. Prior to issuance of occupancy approval of the accessory dwelling unit, the city may require the property owner to enter into a restrictive covenant with the city prohibiting the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers; and restricting the size and attributes of the junior accessory dwelling unit that conforms with this section.
4. A junior accessory dwelling unit must be constructed within the walls of the proposed or existing single-family residence.
5. A junior accessory dwelling shall provide a separate entrance from the main entrance to the proposed or existing single-family residence.
6. A junior accessory dwelling unit shall include an efficiency kitchen, which shall include all of the following:
 - a. A cooking facility with appliances, and
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
7. Parking: A junior accessory dwelling unit shall not require parking in addition to that required for the proposed or existing single-family residence.
8. For the purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

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- F. A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing. The director, or his/her designee, shall act on the application within sixty (60) days from the date the application is found complete if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the director may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the issuance of a building permit for the new single-family dwelling. If the applicant requests a delay, the sixty (60)-day time period shall be tolled for the period of the delay.
 - G. If an application for an accessory dwelling unit or junior accessory dwelling unit is submitted or required to be submitted with any other applications that require or permit ministerial or discretionary review under the code, nothing in this section precludes the processing and review of those other applications pursuant to those other provisions in the code.

(Ord. 588 § 2(Exh. A), 2-2-2021; Ord. 561 § 1, 2017; Ord. 550 § 1, 2016; Ord. 445 § 2, 2007; Ord. 299 § 1, 1997; Ord. 284 § 1, 1996)

9.60.180 Manufactured housing and mobile homes.

- A. Purpose. This section is intended to provide standards and criteria for the placement, design, and construction of manufactured, modular and mobile homes in residential districts consistent with Section 65852.3 et seq. of the State Government Code.
- B. Definition. See Chapter 9.280. For purposes of simplicity, the term manufactured home is used in this section.
- C. Mobile Home Parks. In accordance with Section 65852.7 of the State Government Code, mobile home parks are permitted in all residential districts if a conditional use permit is approved. Development standards for such parks shall be as follows: minimum thirty percent (30%) common open area and minimum perimeter setbacks of twenty (20) feet at any point and twenty-five (25) feet average over the entire perimeter.
- D. Individual Manufactured Homes. individual mobile homes are permitted as permanent dwellings on single-family lots within the RVL, RL, RC, RM, and RMH districts.
- E. Mobilehomes must meet the same development standards as provided for single-family homes for each district as set forth in Chapter 9.50 and elsewhere in this code.

(Ord. 584 § 2, 2020; Ord. 550 § 1, 2016; Ord. 325 § 1, 1998; Ord. 299 § 1, 1997; Ord. 284 § 1, 1996)

9.60.260 Density bonuses for affordable housing.

- A. Purpose and Application. The purpose of this section is to (1) establish procedures for implementing state density bonus requirements, as set forth in California Government Code Section 65915, as amended, (2) increase the production of affordable housing, consistent with the city's goals, objectives, and policies and (3) implement the

provisions of the city's general plan housing element policies and programs relating to the provision of affordable housing. When an applicant seeks a density bonus for a housing development, or for the donation of land for housing, within the city's jurisdiction, the city shall provide the applicant incentives or concessions for the production of housing units and child daycare facilities as prescribed in this section.

- B. Definitions. See Chapter 9.280. Also, the following definitions shall apply to this section:
1. *"Applicant"* means a developer or applicant for a density bonus pursuant to Government Code Section 65915, subdivision (b), of the California Government Code and subsection C of this section.
 2. *"Development standard"* includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other City condition, law, policy, resolution, or regulation.
 3. *"Housing development,"* means one (1) or more groups of projects for residential units in the planned development of the city. "Housing development" also includes a subdivision or common interest development, as defined in Section 1351 of the California Civil Code, approved by the city and consisting of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Government Code Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units.
 4. *"Located within one-half mile of a major transit stop"* means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.
 5. *"Lower income student"* means a student who has a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student to occupy a unit for lower income students under this section shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education in which the student is enrolled or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver from the college or university, the California Student Aid Commission, or the federal government.
 6. *"Major transit stop"* has the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.
 7. *"Maximum allowable residential density"* means the density allowed under the zoning ordinance and land use element of the general plan, or, if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. If the density

allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail.

8. *"Qualified mobile home park"* means a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code.
9. *"Senior citizen housing development"* means senior citizen housing as defined in Sections 51.3 and 51.12 of the California Civil Code.
10. *"Specific adverse impact"* means any adverse impact as defined in paragraph (2), subdivision (d), of Government Code Section 65589.5, upon public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to low- and moderate-income households.
11. "Total units" or "total dwelling units" means a calculation of the number of units that:
 - a. Excludes a unit added by a density bonus awarded pursuant to this section.
 - b. Includes a unit designated to satisfy an inclusionary zoning requirement.

C. Qualifications for Density Bonus and Incentives and Concessions.

1. The city shall grant one (1) density bonus as specified in subsection G of this section, and incentives or concessions as described in subsection E, when an applicant seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one (1) of the following:
 - a. Ten percent of the total units of a housing development for rental or sale to lower income households, as defined in Section 50079.5 of the Health and Safety Code.
 - b. Five percent of the total units of a housing development for rental or sale to very low income households, as defined in Section 50105 of the Health and Safety Code.
 - c. A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.
 - d. Ten percent of the total dwelling units of a housing development are for rental or sale to persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code.
 - e. Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et

seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

- f. Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:
 - i. All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subclause, the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city, county, or city and county that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this subclause is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.
 - ii. The applicable 20-percent units will be used for lower income students.
 - iii. The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.
 - iv. The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person's homeless status may verify a person's status as homeless for purposes of this subclause.

For purposes of calculating a density bonus granted pursuant to this subparagraph, the term "unit" as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years.

- g. 100 percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code.
- 2. As used in subsection (C)(1) of this section, the term "total units" does not include units permitted by a density bonus awarded pursuant to this section or any other local law granting a greater density bonus.
- 3. Election of Density Bonus Category. Each applicant who requests a density bonus pursuant to this section shall elect whether the bonus shall be awarded on the

basis of subsection a, b, c, d, e, for gof subsection (C)(1). Each housing development is entitled to only one (1) density bonus, which may be selected based on the percentage of either very low affordable housing units, lower income affordable housing units or moderate income affordable housing units, or the development's status as a senior citizen housing development, student housing development or qualified mobile home park. Density bonuses from more than one (1) category may not be combined.

4. Previous Density Bonuses. The density bonus provisions shall not apply to any parcel or project area which has previously been granted increased density through a general plan amendment, zone change or other permit to facilitate affordable housing.

D. Continued Affordability.

1. Prior to the issuance of building permits for any dwelling unit, an applicant shall enter into a written agreement with the city to ensure and guarantee the continued affordability of all low and very low income units that qualified the applicant for the award of the density bonus for a period of fifty-five (55) years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. Rents for affordable housing units for lower income households shall be set at an affordable rent. Owner-occupied affordable housing units shall be available at an affordable housing cost.
 - a. The terms and conditions of the agreement shall run with the land, shall be binding upon all successors in interest of the applicant, and shall be recorded in the office of the Riverside County Recorder.
 - b. The agreement shall also include the following provisions:
 - i. The applicant shall grant the city the continuing right of refusal to purchase or lease any or all of the designated units at fair market value;
 - ii. The deeds to the designated units shall contain a covenant stating that the applicant or the applicant's successor in interest shall not sell, rent, lease, sublet, assign, or otherwise transfer (whether voluntarily, involuntarily or by operation of law) any interest in such unit without written approval of the city, confirming that the sales price or lease/rent amount of the unit is consistent with the limits established for low- and very-low income households as adjusted by the Consumer Price Index; and
 - iii. The city shall also have the authority to enter into other agreements with the applicant or purchases or lessees of the dwelling units as may be necessary to assume that the designated dwelling units are continuously occupied by eligible households.
2. Prior to the issuance of building permits for any dwelling unit, an applicant shall agree to, and the city shall ensure, that the initial occupant of moderate-income units that are related to the receipt of the density bonus, are persons and families of moderate income and that the units are offered at an affordable housing cost. With respect to moderate-income units, the city shall require the applicant to enter and shall enforce an equity-sharing agreement, unless it is in conflict with the

requirements of another public funding source or law. The following shall apply to the equity-sharing agreement:

- a. Upon resale, the seller of the moderate-income unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within five (5) years for any of the purposes that promote homeownership as described in subdivision (e) of Section 33334.2 of the California Health and Safety Code.
- b. For purposes of this subsection (D)(2), the city's initial subsidy shall be equal to the fair market value of the moderate-income unit at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.
- c. For purposes of this subsection (D)(2), the city's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the moderate-income unit at the time of initial sale.
- d. The applicant shall grant the city a right of first refusal to purchase any or all of the designated units at fair market value, which right of first refusal shall apply to subsequent sellers.

E. Incentives and Concessions.

1. An applicant for a density bonus may also submit to the city a proposal for specific incentives or concessions in exchange for the provision of affordable housing units in accordance with this section. The applicant may also request a meeting with the city to discuss such proposal. The city shall grant the concession or incentive requested by the applicant unless the city makes a written finding, based upon substantial evidence, of either of the following:
 - a. The concession or incentive is not required in order to provide for affordable housing costs or for rents for the targeted units to be set as specified in subsection D of this section (i.e., the applicant is unable to demonstrate that the waiver or modification is necessary to make the housing units economically feasible); or
 - b. The concession or incentive would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5 of the Health and Safety Code, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
 - c. The concession or incentive would be contrary to state or federal law.
2. If the conditions of subsection C and subsection 1 of this subsection E are met by an applicant, the city may grant an applicant applying for incentives or concessions the following number of incentives or concessions:
 - a. One (1) incentive or concession for housing developments that include: At least ten percent (10%) of the total units affordable to lower income

- households; or at least five percent (5%) of the total units affordable to very low income households; or at least ten percent (10%) of the total units affordable to persons and families of moderate income in a development in which the units are for rental or sale.
- b. Two (2) incentives or concessions for housing developments that include: At least seventeen percent (17%) of the total units affordable to lower income households; or at least ten percent (10%) of the total units affordable to very low income households; or at least twenty percent (20%) of the total units affordable to persons and families of moderate income in a development in which the units are for rental or sale.
 - c. Three (3) incentives or concessions for housing developments that include: At least twenty-four percent (24%) of the total units for lower income households; or at least fifteen percent (15%) for very low income households; or at least thirty percent (30%) for persons and families of moderate income in a development in which the units are for rental or sale.
 - d. Four (4) incentives of concessions if the project includes 100% affordable housing units, excluding the manager's unit. If the project is within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.
 - e. One incentive or concession for projects that include at least twenty (20) percent of the total units for lower income students in a student housing development.
3. For the purposes of this section, available concessions or incentives may include any of the following:
 - a. A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the California Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable, financially sufficient, and actual cost reductions.
 - b. Approval of mixed use zoning in conjunction with the housing development if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing development will be located.
 - c. Other regulatory incentives or concessions proposed by the applicant or the city that result in identifiable, financially sufficient, and actual cost reductions.
 - d. For purposes of this section, the parking ratios set forth in Government Code Section 65915 (and subsection K of this section) for qualified affordable housing projects shall be deemed a concession or incentive available to the applicant.
 4. This subsection does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly-owned land, by

- the city or the waiver of fees or dedication requirements. Nor does any provision of this subsection require the city to grant an incentive or concession found to have a specific adverse impact.
5. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.
 6. The application and review process for a proposal of incentives and concessions is set forth in subsection L of this section.
- F. Waiver/Modification of Development Standards.
1. Applicants may, by application, seek a waiver, modification or reduction of development standards that will otherwise preclude or inhibit the use of density bonus units in a housing development at the densities or with the concessions or incentives permitted by this section. The applicant may also request a meeting with the city to discuss such request for waiver/modification. In order to obtain a waiver/modification of development standards, the applicant shall show that (a) the waiver or modification is necessary to make the housing units economically feasible, and (b) that the development standards will have the effect of precluding the construction of a housing development meeting the criteria of subsection (C)(1), at the densities or with the concessions or incentives permitted by this section.
 2. Nothing in this subsection shall be interpreted to require the city to waive, modify or reduce development standards if the waiver, modification or reduction would have a specific adverse impact.
 3. The application and review process for a waiver/modification of development standards is set forth in subsection L of this section.
 4. Waiver or Reduction of Development Standards.
 - a. In no case may the city apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subsection C at the densities or with the concessions or incentives permitted by this section. An applicant may submit to the city a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subsection C at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require the city to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subsection (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require the city to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources or to grant any waiver or reduction that would be contrary to state or federal law.

- b. A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subsection C.
- G. Specified Density Bonus Percentages. Only housing developments consisting of five (5) or more dwelling units are eligible for the density bonus percentages provided by this subsection. The amount of density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subsection (C)(1).
- 1. For housing developments meeting the criteria of subsection (C)(1)(a), the density bonus shall be calculated as follows:

Percentage Low-Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
16	29
17	30.5
18	32
19	33.5
20	35
21	38.75
22	42.5
23	46.25
24	50

- 2. For housing developments meeting the criteria of subsection (C)(1)(b), the density bonus shall be calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35
12	38.75
13	42.5
14	46.25
15	50

- 3. For housing developments meeting the criteria of subsection (C)(1)(c) and (e), the density bonus shall be twenty percent (20%).

4. For housing developments meeting the criteria of subsection (C)(1)(f), the density bonus shall be thirty-five percent (35%).
5. For housing development meeting the criteria of subsection (C)(1)(g), the following shall apply:
 - i. The density bonus shall be 80 percent of the number of units for lower income households.
 - ii. If the housing development is located within one-half mile of a major transit stop, the city shall not impose any maximum controls on density.
4. For housing developments meeting the criteria of subsection (C)(1)(d), the density bonus shall be calculated as follows:

Percentage Moderate Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35
41	38.75
42	42.5
43	46.25

44	50
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5. An applicant may elect to accept a lesser percentage of density bonus than that to which the applicant is entitled under this section. All density bonus calculations resulting in a fractional number shall be rounded upwards to the next whole number. The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.
 6. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.
 7. The application and review process for a density bonus as provided by this section is set forth in subsection L of this section.
- H. Land Donation. When a developer of a housing development donates land to the city as provided for in this subsection, the applicant shall be entitled to a fifteen percent (15%) increase above the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan for the entire housing development, as follows:

Percentage Very Low Income Units	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

This increase shall be in addition to any increase in density mandated by subsection C, up to a maximum combined mandated density increase of thirty-five percent (35%), if an applicant seeks both the increase required pursuant to this subsection and subsection C. All

density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subsection shall be construed to enlarge or diminish the city's authority to require an applicant to donate land as a condition of development.

1. An applicant shall be eligible for the increased density bonus described in this section if the city is able to make all the following findings:
 - a. The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.
 - b. The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than ten percent (10%) of the number of residential units of the proposed development.
 - c. The transferred land is at least one (1) acre in size or of sufficient size to permit development of at least forty (40) units, has the appropriate general plan designation, is appropriately zoned for development as affordable housing, and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible. No later than the date of approval of the final subdivision map, parcel map, or development application for the housing development, the transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of very low income housing units on the transferred land, except that the city may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Government Code Section 65583.2 if the design is not reviewed by the local government prior to the time of transfer.
 - d. The transferred land and the very low income units constructed on the land will be subject to a deed restriction ensuring continued affordability of the units consistent with this section, which restriction will be recorded on the property at the time of dedication.
 - e. The land is transferred to the city or to a housing developer approved by the city. The city may require the applicant to identify and transfer the land to such city-approved developer.
 - f. The transferred land shall be within the boundary of the proposed development or, if the city agrees in writing, within one-quarter ($\frac{1}{4}$) mile of the boundary of the proposed development.
 - g. A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.
2. The application and review process for a donation of land and related density bonus is set forth in subsection L of this section.

I. Child Daycare Facilities.

1. When an applicant proposes to construct a housing development that includes affordable units as specified in subsection C and includes a child daycare facility that will be located on the premises of, as part of, or adjacent to such housing

- development, the city shall grant either of the following if requested by the developer.
- a. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child daycare facility.
 - b. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child daycare facility.
2. A housing development shall be eligible for the density bonus or concession described in this subsection if the city, as a condition of approving the housing development, requires all of the following to occur:
- a. The child daycare facility will remain in operation for a period of time that is as long as or longer than the period of time during which the affordable housing units are required to remain affordable pursuant to subsection D.
 - b. Of the children who attend the child daycare facility, the percentage of children of very low income households, lower income households, or moderate income households shall be equal to or greater than the percentage of affordable housing units that are proposed to be affordable to very low income households, lower income households, or moderate income households.
 - c. Notwithstanding any requirement of this subsection, the city shall not be required to provide a density bonus or concession for a child daycare facility if it finds, based upon substantial evidence, that the community already has adequate child daycare facilities.
3. The application and review process for the provision of child daycare facilities and related density bonus or concessions or incentives is set forth in subsection L of this section.
- J. Condominium Conversions. Any developer converting condominiums of a housing development of five (5) units or more who seeks a density bonus, shall make such application in conjunction with its tract map application pursuant to the Subdivision Map Act, Section 9.60.260 of this code and consistent with Government Code Section 65915.5. Any appeal of any concession or incentive or review by the planning commission or city council shall automatically require an appeal of the underlying map to that body. An applicant shall be ineligible for a density bonus or other incentives under this section if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were provided under Government Code Section 65915.
- K. By-Right Parking Incentives. Housing developments meeting any of the criteria of subsection (C)(1), shall be granted the following maximum parking ratios, inclusive of handicapped and guest parking, which shall apply to the entire development, not just the restricted affordable units, when requested by a developer:
1. Zero (0) to one (1) bedroom dwelling unit: one (1) onsite parking space;
 2. Two (2) to three (3) bedrooms dwelling unit: one and one-half (1½) onsite parking spaces;
 3. Four (4) or more bedrooms: two and one-half (2½) parking spaces.

If the total number of spaces required results in a fractional number, it shall be rounded up to the next whole number. For purposes of this subsection, a development may provide "onsite parking" through tandem parking or uncovered parking, but not through on-street parking.

If a development includes at least 20 percent low-income units or at least 11 percent very low income units and is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, the city shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per unit.

If a development includes at least 40 percent moderate-income units and is located within one-half mile of a major transit stop, and the residents of the development have unobstructed access to the major transit stop from the development then, upon the request of the developer, the city shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per bedroom.

For purposes of this subdivision, "unobstructed access to the major transit stop" means a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this subparagraph, "natural or constructed impediments" includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

If a development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, then, upon the request of the developer, the city shall not impose vehicular parking standards if the development meets either of the following criteria:

- a. The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development.
- b. The development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

If a development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, and the development is either a special needs housing development, as defined in Section 51312 of the Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the Health and Safety Code, then, upon the request of the developer, the city shall not impose any minimum vehicular parking requirement. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

L. Application and Review Procedures.

1. A written application for a density bonus, incentive, concession, waiver, or modification pursuant to this section shall be submitted with the first application

that is submitted for approval of a housing development and processed concurrently with all other applications required for the housing development. Notwithstanding any other requirements, affordable housing projects processed under this section shall require approval of a conditional use permit, subject to the requirements of Government Code Section 65589.5(d). The application shall be submitted on a form prescribed by the city and shall include at least the following information:

- a. Site plan showing total number of units, number and location of affordable housing units, and number and location of proposed density bonus units.
 - b. Level of affordability of affordable housing units and proposals for ensuring affordability.
 - c. A specific description of any requested incentives, concessions, waivers or modifications of development standards, or modified parking standards. The application shall include evidence that the requested incentives and concessions are required for the provision of affordable housing costs and/or affordable rents, as well as evidence relating to any other factual findings required under subsection E.
 - d. If a density bonus or concession is requested in connection with a land donation, the application shall show the location of the land to be dedicated and provide evidence that each of the findings included in subsection H can be made.
 - e. If a density bonus or concession/incentive is requested for a childcare facility, the application shall show the location and square footage of the child daycare facilities and provide evidence that each of the findings included subsection I can be made.
2. An application for a density bonus, incentive or concession pursuant to this section shall be considered by and acted upon by the approval body with authority to approve the housing development and subject to the same administrative appeal procedure, if any. In accordance with state law, neither the granting of a concession, incentive, waiver, or modification nor the granting of a density bonus shall be interpreted, in and of itself, to require a general plan amendment, zoning change, variance, or other discretionary approval.
 3. For housing developments requesting a waiver, modification or reduction of a development standard, an application pursuant to this subdivision shall be heard by the planning commission. A public hearing shall be held by the planning commission and the commission shall issue a determination. Pursuant to Government Code Section 65915, the planning commission shall approve the requested waiver/modification or reduction of development standards, unless one (1) of the following conditions applies:
 - a. The waiver/modification is not required to make the proposed affordable housing units feasible; or
 - b. The waiver/modification will have a specific adverse impact.

The decision of the planning commission may be appealed to the city council in the manner provided in Section 9.200.120 of the La Quinta Municipal Code.

4. Notice of any city determination pursuant to this section shall be provided to the same extent as required for the underlying development approval.

Chapter 9.80 NONRESIDENTIAL PERMITTED USES

9.80.020 Table of permitted uses.

- A. Uses and Structures Permitted. Table 9-5, Permitted Uses in Nonresidential Districts, following, specifies those uses and structures which are permitted within each nonresidential district. The letters in the columns beneath the district designations mean the following:
1. "P": Permitted as a principal use within the district.
 2. "A": Permitted only if accessory to the principal use on the site.
 3. "C": Permitted as a principal or accessory use if a conditional use permit is approved.
 4. "M": Permitted if a minor use permit is approved.
 5. "T": Permitted as a temporary use only.
 6. "X": Prohibited in the district.
 7. "S": Permitted under a specific plan.
- B. Uses Not Listed in Table. Land uses which are not listed in Table 9-5 are not permitted unless the planning or the planning commission determines that such use is within one (1) of the permitted use categories listed (e.g., principal use, conditional use, etc.) in accordance with Section 9.20.040.

Table 9-5 Permitted Uses in Nonresidential Districts

	Regional Commercial	Commercial	Community Commercial	Neighborhood Commercial	Tourist Commercial	Office Commercial	Major Community Commercial	Village Commercial
P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use								
Land Use	CR	CP	CC	CN	CT	CO	MC	VC
<i>Retail Uses</i>								
Retail stores under 10,000 sq. ft. floor area per business	P	P	P	P	P	P	X	P
Retail stores ¹ , 10,000—50,000 sq. ft. floor area	P	P	P	P	X	X	X	P
Retail stores ¹ , over 50,000 sq. ft. floor area	P	C	M	X	X	X	X	X
Food, liquor and convenience stores under 10,000 sq. ft. floor area, open less than 18	P	A	P	P	A	A	X	P

hours/day ²								
Food, liquor and convenience stores under 10,000 sq. ft. floor area, open 18 or more hours/day ²	M	X	M	M	M	X	X	M
Plant nurseries and garden supply stores, with no propagation of plants on the premises, subject to Section 9.100.110 (Outdoor storage and display)	P	X	P	P	X	X	X	P
Showroom/catalog stores, without substantial on-site inventory	P	P	P	X	X	X	X	X
<i>General Services</i>								
Barbershops, beauty, nail and tanning salons and similar uses	P	A	P	P	P	A	X	P
Miscellaneous services such as travel services, photo and video services, shoe repair, appliance repair, and similar uses	P	A	P	P	P	A	X	P
Laundromats and dry cleaners, except central cleaning plants	P	X	P	P	P	X	X	M
Printing, blueprinting and copy services	P	P	P	P	P	P	X	P
Pet grooming—without overnight boarding	P	X	P	P	P	X	X	P
<i>Office and Health Services</i>								
Banks	P	X	P	P	P	P	X	P
General and professional offices	P	P	P	P	P	P	P	P
Medical offices—physicians, dentists, optometrists, chiropractors and similar practitioners, 3 or fewer offices in one building	P	P	P	P	P	P	X	P
Medical centers/clinics—four or more offices in one building	P	X	P	C	X	P	X	P
Surgicenters/medical clinics	P	P	P	C	X	P	X	X
Hospitals	C	X	X	X	X	X	C	X
Convalescent hospitals	C	X	C	X	X	X	C	X
Veterinary clinics/animal hospitals and pet boarding (indoor only)	M	M	M	M	X	X	X	M
<i>Dining, Drinking and Entertainment Uses</i>								
Restaurants, other than drive-through	P	A	P	P	P	X	A	P
Restaurants, drive-through	P	A	P	X	P	X	X	X
Restaurants, counter take-out with ancillary seating, such as yogurt, ice cream, pastry shops and similar	P	P	P	P	P	X	A	P
Bars and cocktail lounges	M	M	M	M	M	X	X	M
Dance clubs and nightclubs	C	C	C	X	C	X	X	C
Dancing or live entertainment as an accessory use	A	A	A	A	A	X	X	A

Theaters, live or motion picture	P	X	M	M	M	X	A	M
Tobacco shops without onsite smoking, as per the provisions of the Heath and Sanitation Code	P	X	P	P	A	X	X	P
Cigar lounges, hookah bars, and similar uses with onsite smoking, as per the provisions of the Health and Sanitation Code	M	X	M	M	A	X	X	M
<i>Recreation Uses</i>								
Bowling alleys	P	X	P	X	P	X	X	C
Pool or billiard centers as a principal use	C	C	C	X	C	X	X	C
Pool or billiard tables as accessory use (3 tables or less)	A	A	A	A	A	A	X	A
Game machines as an accessory use	A	A	A	A	A	A	X	A
Golf courses and country clubs (see GC district permitted uses, Chapter 9.120)	X	X	X	X	A	X	X	X
Driving range unlighted	P	A	C	X	P	A	P	X
Tennis clubs or complexes	C	A	C	X	X	A	C	X
Health clubs, martial arts studios, and dance studios, 5,000 sq. ft. floor area or less	P	P	P	P	P	P	P	P
Health clubs, martial arts studios, and dance studios, over 5,000 sq. ft. floor area	M	M	M	M	M	M	M	M
Libraries	P	P	P	P	P	P	P	P
Museum	P	P	P	P	P	P	P	P
Arts and crafts studios, including classes	P	P	P	P	P	P	P	P
Parks, unlighted playfields and open space	P	P	P	P	P	P	P	P
Lighted playfields	X	X	X	X	X	X	C	C
Bicycle, equestrian and hiking trails	P	P	P	P	P	P	P	P
Indoor pistol or rifle ranges	X	C	X	X	X	X	X	X
Indoor or outdoor commercial recreation centers	M	M	M	M	M	M	X	M
Ice skating rinks	M	M	M	X	M	X	M	X
<i>Assembly Uses</i>								
Lodges, union halls, social clubs and community centers	P	P	P	P	X	X	P	P
Churches, temples and other places of worship	M	M	M	M	X	M	X	M
Mortuaries and funeral homes	M	M	M	X	X	X	X	X
<i>Public and Semipublic Uses</i>								
Fire stations	P	P	P	P	P	P	P	P
Government offices and police stations	P	P	P	P	P	P	P	P
Communication towers and equipment (freestanding, new towers) subject to Chapter 9.170	C	C	C	C	C	C	C	C
Communication towers and equipment (co-	M	M	M	M	M	M	M	M

location, mounted to existing facility) subject to Chapter 9.170								
Electrical substations	X	M	X	X	X	X	M	X
Water wells and pumping stations	P	P	P	P	P	P	P	P
Reservoirs and water tanks	X	X	X	X	X	X	P	X
Public flood control facilities and devices	P	P	P	P	P	P	P	P
Colleges and universities	C	M	X	X	X	M	C	C
Vocational schools, e.g., barber, beauty and similar	M	C	C	X	X	C	C	C
Private elementary, intermediate and high schools	C	C	C	C	C	C	C	C
Helicopter pads	X	X	X	X	C	X	C	X
Public or private kennels and animal shelters (with indoor or outdoor pet boarding)	X	C	X	X	X	X	C	X
<i>Residential, Lodging and Child Daycare Uses</i>								
Existing single family home	X	X	X	X	X	X	X	P
Townhome and multifamily dwelling as a primary use ^{3,4}	C	C	C	C	C	C	X	C
Residential as an accessory use, e.g., caretaker residences per Section 9.100.160	M	M	M	M	M	M	M	M
Child daycare facilities, centers and preschools as a principal use, subject to Section 9.100.240 (also see Accessory Uses)	M	M	M	M	X	M	M	M
Senior group housing	X	X	X	X	X	X	X	M
Rooming and boarding houses	X	X	X	X	X	X	X	M
Single room occupancy (SRO) hotels, subject to Section 9.100.250	C	X	X	X	X	X	X	X
Emergency and homeless shelters and Low Barrier Navigation Centers	P	P	P	P	P	P	P	X
Transitional and supportive housing for homeless persons or victims of domestic abuse	C	X	X	X	X	X	C	X
Single-family residential	X	X	X	X	X	X	X	X
Mixed-use projects subject to Section 9.110.120	P	P	P	P	P	P	X	P
RV rental parks and ownership/membership parks	X	X	X	X	M	X	X	X
Resort residential, subject to Section 9.60.310	S	X	C	X	P	X	X	P
Hotels and motels	P	X	P	X	P	X	X	P
Timeshare facilities, fractional ownership, subject to Section 9.60.280	P	X	P	X	P	X	X	P
<i>Automotive, Automobile Uses⁵</i>								
Golf cart, neighborhood electric vehicle (NEV),	P	P	P	M	X	X	X	M

and electric scooter sales								
Automobile service stations, with or without minimart subject to Section 9.100.230	C	C	C	C	X	X	X	C
Car washes	M	M	M	X	X	X	X	X
Auto body repair and painting; transmission repair	X	C	X	X	X	X	X	X
Auto repair specialty shops, providing minor auto maintenance: tire sales/service, muffler, brake, lube and tune-up services	C	C	C	X	X	X	X	X
Auto and motorcycle sales and rentals	M	M	X	X	X	X	X	X
Used vehicle sales, not associated with a new vehicle sales facility, as per Section 9.100.260	C	C	X	X	X	X	X	X
Truck, recreation vehicle and boat sales	C	C	X	X	X	X	X	
Auto parts stores, with no repair or parts installation on the premises	P	P	P	P	X	X	X	P
Auto or truck storage yards, not including dismantling	X	C	X	X	X	X	X	X
Private parking lots/garages as a principal use subject to Chapter 9.150, Parking	C	C	C	X	C	C	X	C
<i>Warehousing and Heavy Commercial Uses⁵</i>								
Wholesaling/distribution centers, general warehouses with no sales to consumers	C	P	X	X	X	X	X	X
Mini-storage	X	X ⁶	X	X	X	X	X	X
Lumber yards, outdoor (see retail stores for indoor lumber sales)	X	M	X	X	X	X	X	X
Pest control services	M	P	X	X	X	X	X	X
Contractor offices, public utility and similar equipment/storage yards	X	M	X	X	X	X	P	X
Central cleaning or laundry plants	X	X	X	X	A	X	X	X
<i>Industrial and Research Uses</i>								
Indoor manufacture and assembly of components or finished products	X	P	X	X	X	X	X	X
Research and development	P	P	X	X	X	X	X	X
Recording studios	M	P	X	X	X	X	X	M
Bottling plants	X	P	X	X	X	X	X	X
Recycling centers as a primary use, collection and sorting only, subject to Section 9.100.190	X	C	X	X	X	X	C	X
Off-site hazardous waste facilities	X	C	X	X	X	X	X	X
<i>Accessory Uses and Structures</i>								
Construction and guard offices, subject to Section 9.100.170	P	P	P	P	P	P	P	P
Portable outdoor vendor uses subject to	M	M	M	M	M	M	M	M

Section 9.100.100								
Swimming pools as an accessory use	A	A	A	A	A	A	A	A
Indoor golf or tennis facilities as an accessory use	A	A	A	A	A	A	A	A
Outdoor golf or tennis facilities as an accessory use	M	M	M	M	M	M	M	M
Antennas and satellite dishes, subject to Section 9.100.070	A	A	A	A	A	A	A	A
Reverse vending machines and recycling dropoff bins, subject to Section 9.100.190	A	A	A	A	X	X	A	M
Incidental on-site products or services for employees or businesses, such as child day care, cafeterias and business support uses	A	A	A	A	A	A	A	A
Other accessory uses and structures which are customarily associated with and subordinate to the principal use on the premises and are consistent with the purpose and intent of the zoning district, as determined by the director	A	A	A	A	A	A	A	A
<i>Temporary Uses</i>								
Christmas tree sales, subject to Section 9.100.080	T	T	T	T	X	X	T	T
Halloween pumpkin sales, subject to Section 9.100.080	T	T	T	T	X	X	T	T
Stands selling fresh produce in season, subject to Section 9.100.090	T	T	T	T	X	X	T	T
Sidewalk sales, subject to Section 9.100.120	T	T	T	T	T	T	X	T
Temporary outdoor events, subject to Section 9.100.130	T	T	T	T	T	T	T	T
Use of relocatable building, subject to Section 9.100.180	T	T	T	T	T	T	T	T
Holiday period storage subject to Section 9.100.145	M	M	M	M	M	M	M	M
<i>Other Uses</i>								
Sexually oriented businesses, subject to Section 9.110.080 ⁷	C	X	X	X	X	X	X	X
Medical marijuana dispensaries	X	X	X	X	X	X	X	X
Other uses not listed in this table: per Section 9.20.040, director or planning commission to determine whether use is permitted								

Notes:

¹ Unless use is specifically listed elsewhere in this table.

² With no consumption of alcohol on the premises.

³ If part of a mixed-use project per Section 9.140.090.

⁴ If not part of a mixed use project: Subject to Section 9.30.070 (RH, High Density Residential District) for density.

⁵ Subject to Section 9.100.110, Outdoor storage and display.

⁶ Mini-storage warehousing operating on December 17, 2008 (the effective date of the ordinance codified in this section), are considered legal, conforming land uses. Existing facilities may be reconstructed if damaged, and may be modified or expanded within the boundaries of the lot on which they occur as of December 17, 2008 with approval of a site development permit. Any modification or expansion shall conform to the development standards for the commercial park zoning district contained in Chapter 9.90, Nonresidential Development Standards.

⁷ Property must also be located within the SOB (sexually oriented business) overlay district.

(Ord. 584 § 2, 2020; Ord. 562 § 1, 2017; Ord. 550 § 1, 2016; Ord. 538 § 4, 2016; Ord. 523 § 1, 2015; Ord. 492 § 1, 2011; Ord. 480 § 1, 2010; Ord. 472 § 1, 2009; Ord. 471 § 2, 2009; Ord. 466 § 1, 2009; Ord. 449 § 1, 2007; Ord. 429 § 1, 2006; Ord. 414 § 1, 2005; Ord. 397 § 1, 2004; Ord. 325 § 1, 1998; Ord. 307 § 1, 1997; Ord. 299 § 1, 1997; Ord. 284 § 1, 1996)

Chapter 9.100 SUPPLEMENTAL NONRESIDENTIAL REGULATIONS

9.100.280 Emergency and homeless shelters, Low Barrier Navigation Centers.

A. Purpose.

1. To ensure the zoning code facilitates emergency and homeless shelters under the Housing Accountability Act (California Government Code Section 65589.5) and in accordance with the requirements set forth in California Government Code Section 65583, as amended.
2. To provide zoning, development, and management procedures for emergency and homeless shelters.
3. To implement the city's general plan housing element policies and programs relating to the provision of emergency and homeless shelters.

B. Definitions. See Chapter 9.280.

C. Development Standards.

1. The maximum capacity of an emergency or homeless shelter shall be twenty (20) beds or persons.
2. On site management and security shall be provided on a twenty-four (24)-hour/seven (7) day per week basis.
3. Residency in an emergency or homeless shelter shall be limited to six (6) months or less per individual.

D. Low Barrier Navigation Centers: A Low Barrier Navigation Center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, if it meets the following requirements:

1. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
2. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a

centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

3. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
4. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

Chapter 9.110 SPECIAL PURPOSE/OVERLAY DISTRICTS

9.110.100 AHO Affordable Housing Overlay District.

A. Purpose and Intent.

1. To permit the development of affordable housing at higher densities within commercial zones and other specified residential sites while maintaining consistency with underlying base land use designations.
2. To provide increased and enhanced housing opportunities for low and very low income residents.
3. To accommodate the city's regional housing need.
4. To encourage lot consolidation and maximize the housing potential of vacant and underutilized sites.
5. To provide mixed use nodes that minimize vehicle trips and enhance proximity to services and mass transit, consistent with implementation measures CI-13 and ND-4 of the city's greenhouse gas reduction plan, as well as transportation demand management principles.
6. To allow owner-occupied and rental multi-family residential units by right for developments with at least 20% of the units affordable to low, very low or extremely low income households at a density of at least 20 units per acre, and at least 16 units per site, consistent with Government Code Section 65583.2(h) and (i).

B. Development Standards. See Table 9-9. In addition:

1. Density: Minimum 20 units per acre; maximum 36 units per acre.
2. Minimum livable floor area excluding garage shall be six hundred (600) square feet.
3. Minimum common area open space shall be thirty percent (30%).

C. District Boundaries. The boundaries of the AHO overlay district shall include the CC, CP, CN, CR, and VC districts and other sites identified on the official zoning map.

(Ord. 577 § 1, 2019; Ord. 550 § 1, 2016; Ord. 512 § 1, 2013)

Chapter 9.130 SPECIAL PURPOSE DEVELOPMENT STANDARDS

9.130.010 Table of development standards.

Table 9-9 contains standards for development of property within special purpose districts:

Table 9-9 Special Purpose District Development Standards

Development Standard		District								
		PR	GC	OS	FP	HC	EOD	AHO	A/ER	MU
Minimum building site		n/a	n/a	n/a	*	20,000 sf	***	1 acre	10,000 sf/20,000 sf multifamily	1 acre
Minimum lot frontage		n/a	n/a	n/a	n/a	100 ft.	n/a	100	100	n/a
Maximum structure height (ft.) ¹		28	28	28	*	28	***	40	28	** *
Maximum lot coverage		n/a	n/a	n/a	n/a	30%	n/a	60%	40%	** *
Maximum number of stories		2	2	2	*	2	***	4	2	** *
Minimum setbacks		n/a	n/a	n/a	n/a	Front: 30 Int./Ext. 10/20 Side: 10/20 Rear: 30	n/a	Front: 10 Int./Ext. 5/5 Side: 5/5 Rear: 10	Front: 30 Garage: 20 Side: 20 Rear: 30	** *
Minimum perimeter building/landscape setbacks (ft.) ^{2, t4}	From Highway 111 right-of-way	50/50	50/50	50/50	50/50	50/50	50/50	n/a	***	** *
	From perimeter street ROWs	30	30	30	*	10' min, 20' average	***	10	20	** *
	From all image corridor ³ rights-of-	30/20	30/20	30/20	30/20	30/20	30/20	30/20	***	***

	way (except Hwy 111) and from all major and primary arterials									
	From abutting residential property or districts	30	30	30	*	**	***	***	***	** *
	From abutting commercial and other nonresidential property or districts	20	20	20	*	**	***	***	***	** *
	Minimum setback from interior property lines within the same project ⁴	0	0	0	*	**	***	***	***	** *
	Parking and signs	See Chapters 9.150 and 9.160								
	Fences and walls	See Section 9.100.030								
	Landscaping and screening	See Sections 9.100.040 and 9.100.050								

Notes:

* As required for needed flood control structures.

** As provided in the HC supplemental regulations, Section 9.140.040.

*** As provided in the underlying base district regulations, subject to the additional requirements of the overlay district in Chapter 9.140.

¹ Not including basements. Also, notwithstanding above table, the maximum structure height equals 22 feet for all buildings within 150 feet of any General Plan image corridor and major or primary arterials. Any proposed building height over 22 feet requires minor use permit approval and shall not exceed a maximum building height of the existing zone.

² Landscape setback shall consist of landscaped area within the building setback. Number given is minimum landscaped setback from the street right-of-way. The remaining building setback may contain parking, driveways and similar facilities.

³ The image corridors as identified in the General Plan.

⁴ In the AHO, for interior yards, 5 feet minimum plus 1 foot additional setback for every foot of building height above 28 feet, or fraction thereof, up to a maximum setback of 15 feet when said height above 17 feet is located between 5 and 10 feet from said side yard property line. If the building is over 28 feet in height, the setback is 10 feet plus 1 foot for every foot over 28 feet in height or fraction thereof, to a maximum setback of 15 feet. The additional setback may be provided entirely at grade level or may be a combination of at grade and airspace above the 28-foot building height.

(Ord. 588 § 2(Exh. A), 2-2-2021; Ord. 550 § 1, 2016; Ord. 512 § 1, 2013; Ord. 445 § 4, 2007; Ord. 284 § 1, 1996)

Chapter 9.140 SUPPLEMENTAL SPECIAL PURPOSE REGULATIONS

9.140.080 AHO affordable housing overlay regulations.

- A. Applicability. The AHO overlay district and the provisions of this section apply to all areas of the city containing the "AHO" overlay designation on the official zoning map. These include the CC, CP, NC, CR, and VC commercial zones, and other sites, as designated on the zoning map. These regulations shall apply in addition to the regulations of the underlying base district. In case of conflict between the base district and the AHO regulations, the AHO regulations shall control.
- B. Definitions. See Chapter 9.280.
- C. Permitted Uses. See Section 9.120.020.
 - 1. Any use permitted, either expressly or by conditional use permit, in the underlying zone;
 - 2. Affordable housing residential units on lots one (1) acre or greater in size, including those that are stand-alone, next to, and/or above nonresidential uses.
- D. Development Standards, All Residential Uses. See Section 9.130.010.
(Ord. 577 § 1, 2019; Ord. 550 § 1, 2016; Ord. 512 § 1, 2013)

9.140.100 Agricultural/equestrian overlay.

- A. Permitted Uses.

Table 9-10 Permitted Uses in the Agricultural/Equestrian Residential District

LAND USE	
<i>Residential Uses</i>	
Single-family detached dwellings	P
Farmworker housing	C
Mobile home parks	C
Mobile home subdivisions and mobilehomes or manufactured homes on individual lots	P
Child daycare facilities as an accessory use, serving 8 or fewer children, subject to Section 9.60.190	A
Child daycare facilities as an accessory use, serving 9—14 children, subject to Section 9.60.190	M
Caretaker's residence	P
<i>Open Space and Recreational Uses</i>	
Public parks playfields and open space	P
Bicycle, equestrian and hiking trails	P
Tennis court or other game court as an accessory use associated with a private residence	P

Tennis court or other game court for public use	M
Golf course and country club, with or without driving range	P
Driving range with or without lights	C
<i>Accessory Uses and Structures</i>	
Home occupations, subject to Section 9.60.110	H
Patio covers, decks and gazebos, subject to Section 9.60.040	A
Fences and walls, subject to Section 9.60.030	A
Satellite dishes and other antennas subject to Section 9.60.080	A
Swimming pools, spas and cabanas, subject to Section 9.60.070	A
Guest houses, subject to Section 9.60.010 M	A
Second units, "granny flats" and employee quarters, subject to Section 9.60.090 M	A
Garages and carports, subject to Section 9.60.060	A
Keeping of animals, subject to Section 9.60.120	A
<i>Equestrian and Agricultural Uses</i>	
Stables, private	P
Stables, commercial or riding academy	C
Polo grounds, including stables, clubhouse	C
Veterinary offices and hospitals	C
The grazing and breeding of cattle, horses, llamas, or other farm stock or animals, not including hogs, not to exceed five animals per acre of all the land available	P
The grazing and breeding of sheep or goats, not to exceed 15 animals per acre of all land available	P
Farms for rabbits, fish, frogs, chinchilla or other small animals	P
Nurseries, greenhouses, orchards, aviaries, apiaries	P
Tree crop farming	P
Field crop or turf farming	P
Winery and incidental uses with established vineyard	P
Produce stands, subject to Section 9.100.100	P
The drying, packing, canning, freezing and processing of produce resulting from permitted uses when such activity is conducted within permanent buildings and structures	P
Noncommercial raising of hogs, not to exceed two per acre	P
Community auctions and sales yards (2-acre minimum)	C
Feed stores	C
Kennels and catteries, 5 to 10 animals	M
Kennels and catteries, 10 to 25 animals on 1-acre minimum	C
Menageries	C
Commercial composting facilities	C
<i>Other Uses</i>	
Guest ranches and bed and breakfasts	C
Restaurants	C

Fraternal lodge halls	C
Churches, temples and other places of worship	C
Schools	C
Libraries	C
Public utility facilities	P
Communication towers and equipment subject to Chapter 9.170	C

- B. Designation on Zoning Map. When the A/ER overlay district is used, the zoning designation on the official zoning map shall consist of the base district symbol followed by the overlay district symbol enclosed in parentheses. For example, RL (A/ER).
- C. Development Standards, Residential Uses. See Table 9-9.
- D. Development Standards, All Nonresidential Uses.
 - 1. All buildings shall be limited to two (2) stories in height and a maximum of thirty-five (35) feet, measured from the finished Grade 6 of the pad.
 - 2. Setbacks. The following minimum setbacks shall apply from the property line:
 - Pasture: zero (0) feet
 - Accessory buildings: twenty (20) feet
 - Accessory structures: twenty (20) feet
 - Manure storage: twenty-five (25) feet
 - 3. Fencing. Properties containing one (1) or more uses may be fenced to a maximum of six (6) feet. Permitted fencing materials include chain link, cement block, wood, wrought iron or tubular steel. Razor wire or concertina wire is permitted for those uses listed under "Equestrian and Agriculture Uses" in Table 9-10.
 - 4. Parking. Parking shall be provided as required by Chapter 9.150.
 - 5. Lighting. All lighting shall comply with Sections 9.60.160 and 9.100.150.
 - 6. Loudspeakers. Loudspeaker systems or other amplified sound are limited to operation or use between 8:00 a.m. and 10:00 p.m. unless otherwise specified by an approved conditional use permit.
- E. "Right to Farm" Intent and Policies.
 - 1. Intent. It is the intent of the city to conserve, protect and encourage the development, improvement, and continued viability of its agricultural land and industries for the long-term production of food and other agricultural products, and for the economic well-being of the city's residents. It is also the intent of the city to balance the rights of farmers to produce food and other agricultural products with the rights of non-farmers who own, occupy, or use land within or adjacent to agricultural areas. It is the intent of this section is to reduce the loss to the area of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance. Nothing in this chapter shall be construed to limit the right of any owner of real property to request that the city consider a change in the zoning classification of his or her property in accordance with the procedures set forth in the La Quinta Development Code.

2. Policies.

- a. No agricultural activity, operation, or facility, or appurtenances thereof, in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three (3) years if it was not a nuisance at the time it began.
 - b. This section shall not invalidate any provision contained in the Health and Safety Code, Fish and Game Code, Food and Agricultural Code, or Division 7 (commencing with Section 13000) of the Water Code of the State of California, if the agricultural activity, operation, or facility, or appurtenances thereof, constitutes a nuisance, public or private, as specifically defined or described in any such provision.
3. This section is not to be construed so as to modify abridge the state law set out in the California Civil Code relative to nuisances, but rather it is only to be utilized in the interpretation and enforcement of the provisions of county ordinances and regulations.

F. Notice to Buyers of Land.

1. The director shall cause the following notice to be included on all tentative land division proposed that lies partly or wholly within, or within three hundred (300) feet of any land zoned for primarily agricultural purposes:

Lot(s) No. _____, as shown on this map, is (are) located partly or wholly within, or within three hundred (300) feet of land zoned for primarily agricultural purposes by the County of Riverside and the City of La Quinta. It is the declared policy of the City of La Quinta that no agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes in the city, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three (3) years, if it was not a nuisance at the time it began. The term "agriculture activity, operation, or facility, or appurtenances thereof" includes all uses permitted in the Agricultural Overlay District, and includes, but is not limited to, equestrian activities, the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity, including timber, viticulture, apiculture, or horticulture, the raising of livestock, for bearing animals, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market.

2. The city engineer shall cause the notice described in paragraph 1 of this subsection to be included on any final land division proposed for recordation that lies partly or wholly within, or within three hundred (300) feet of, any land zoned for primarily agricultural purposes.

G. Preservation of Agricultural Land Uses in Perpetuity. Any land owner wishing to continue a land use listed in Table 9-10, Permitted Uses in the Agricultural/Equestrian

Residential District, may, at any time, exercise his or her rights under Chapter 9.190, Transfer of Development Rights.

(Ord. 550 § 1, 2016; Ord. 489 § 1, 2011; Ord. 368 § 1, 2002)

Chapter 9.150 PARKING

9.150.070 Spaces required by use.

- A. Land Uses Not Listed. If no provisions for the required number of off-street parking spaces are set forth in Tables 9-11 or 9-12 of this section or the provisions are not clear for a specific use, the decision-making authority for the applicable use or project shall determine the number of parking spaces required.
- B. Parking for Residential Land Uses. Table 9-11 contains the minimum number of parking spaces required for each type of residential land use. Whenever any commercial or industrial use is located on a building site that is also used for residential purposes, parking facilities shall be provided in conformance with Section 9.150.070 (Shared Parking).
- C. Parking for Nonresidential Land Uses.
 - 1. Adequate Parking Required. All nonresidential land uses shall provide off-street parking in compliance with this subsection and with Table 9-12 unless modified by the provisions contained in Section 9.150.050. Table 9-12 sets forth the minimum and maximum requirements for each use. It shall be the responsibility of the developer, owner or operator of any use to provide adequate off-street parking.
 - 2. Bicycle Parking. In addition to the automobile parking spaces required per Table 9-12, bicycle parking shall be provided for certain nonresidential uses in accordance with subsection (C)(3) of this section.

Table 9-11 Parking for Residential Land Uses

Land Use	Minimum Off-Street Parking Requirement	Additional Requirements
Single-family detached, single-family attached and duplexes	2 spaces per unit in a garage plus 0.5 guest spaces per unit if no on-street parking is available	For all single-family residential zones except RC, parking in excess of the minimum required may be tandem
	In a garage, tandem parking may be used to meet the above-stated minimum required parking in the RC district only	
Employee quarters	1 space per unit. This space shall not be tandem.	

Apartments, townhomes and condominiums:		All parking spaces shall be distributed throughout the site to ensure reasonable access to all units.
(1) Studio	1 covered space per unit, plus 0.5 guest spaces per unit	
(2) One- and two-bedroom	2 covered spaces per unit plus 0.5 guest spaces per unit	
(3) Three or more bedroom	3 covered spaces per unit plus 0.5 covered spaces per each bedroom over three, plus 0.5 guest spaces per unit	
Mobilehome parks	2 covered spaces/unit, which may be in tandem, plus 0.5 guest spaces per unit	
Senior housing (excluding single family units)	1 covered space per unit, plus 0.5 guest spaces per unit	
Senior group housing/senior citizen hotels and congregate care facilities	0.5 covered spaces per unit plus 0.5 guest spaces per unit	
<i>Lodging and Child Daycare Uses</i>		
Bed and breakfast inns	1 space per guest room plus parking for residents as required by this code.	
Boardinghouse, roominghouse, and single room occupancy hotels	1 space per sleeping room	
Child daycare centers, including preschools and nursery schools	1 space per staff member plus 1 space per 5 children. Parking credit may be given if queuing area for more than 4 cars is provided, but resulting parking shall be not less than 1 per staff member plus 1 per 10 children	Stacking analysis may be required to define a drop-off facility that accommodates at least 4 cars in a continuous flow, preferably one-way, to safely load and unload children
Recreational vehicle parks	1 automobile parking space on each recreational vehicle lot plus 1 space per 20 recreational lots for visitors	

Table 9-12 Parking for Nonresidential Land Uses

Land Use	Minimum Off-Street Parking Requirement	Maximum Off-Street Parking Requirement	Additional Requirements
<i>Commercial Uses</i>			
Bars and cocktail lounges	1 space per 50 sq. ft. GFA including indoor/outdoor seating areas (see also Restaurants)	1 space per 25 sq. ft. GFA including indoor/outdoor seating areas (see also Restaurants)	
Lumberyards and nurseries	1 space per 1,000 sq. ft. GFA indoor area, plus 1 space per 1,000 sq. ft. of outdoor display or sale area	1 space per 500 sq. ft. GFA indoor area, plus 1 space per 1,000 sq. ft. of outdoor display or sale area	
Model home complexes	10 spaces	N/A	
Personal service establishments	3 spaces per 1,000 s.f.	4 spaces per 1,000 s.f.	
Restaurants:			
(1) Conventional sit-down, including any bar area	1 space per 125 sq. ft. GFA including indoor and outdoor seating areas	1 space per 75 sq. ft. GFA including indoor and outdoor seating areas	
(2) Drive-through and fast food	1 space per 100 sq. ft. GFA, including indoor and outdoor seating areas, but not less than 10 spaces.	N/A	
(1) General retail uses under 100,000 sq. ft. GFA	1 space per 300 sq. ft. GFA	1 space per 250 sq. ft. GFA	For shopping centers, freestanding restaurants and
(2) General retail	1 space per 350	1 space per 300	

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uses 100,000 sq. ft. GFA and greater	sq. ft. GFA	sq. ft. GFA	non-freestanding restaurant space in excess of 20% of the total shopping center GFA shall be computed separately using the applicable restaurant parking ratio(s)
Furniture and appliance stores	1 space per 1000 sq. ft. GFA	1 space per 750 sq. ft. GFA	
Warehouses, storage buildings or structures used exclusively for storage	1 space per 2,000 sq. ft. of gross area for storage purposes	1 space per 1,000 sq. ft. of gross area for storage purposes	
Mini-storage facilities	1 space per 5,000 sq. ft. plus 2 spaces for any caretaker's unit	N/A	
<i>Office and Health Care Uses</i>			
Convalescent hospitals, nursing homes, children's homes and sanitariums	1 space per 4 beds based on the resident capacity of the facility as listed on the required license or permit		Minimum 30% of required spaces shall be covered by a trellis or carport structure See also senior group housing (senior citizen hotels) under residential uses
General offices, other than medical, dental, banks, savings and loans, credit unions and similar financial	1 space per 300 sq. ft. GFA	1 space per 250 sq. ft. GFA	Minimum 30% of required spaces shall be covered by a trellis or carport structure Rates

institutions			are for office uses only. If ancillary uses are included, such as restaurants or retail establishments, parking for such uses must be provided per their applicable rates
Hospitals	1.75 spaces per bed		
Medical or dental offices/clinics	1 space per 200 sq. ft. GFA	1 space per 175 sq. ft. GFA	Minimum 30% of required spaces shall be covered by a trellis or carport structure
Veterinary hospitals and clinics	1 space per 400 sq. ft. GFA exclusive of overnight boarding areas	1 space per 300 sq. ft. GFA exclusive of overnight boarding areas	
<i>Automotive Uses</i>			
Automobile repair facilities	1 space per 250 sq. ft. of sales area	1 space per 200 sq. ft. of sales area, plus 2 spaces per service bay	
Automobile Fueling:		N/A	
(1) Without retail sale of beverage and food items	1 space per 500 sq. ft. GFA		
(2) With retail sale of beverage and food items	1 space per 400 sq. ft. GFA		
Automobile, truck, boat, and similar	1 space per 500 sq. ft. GFA (not	N/A	Parking is for customers and

vehicle sales or rental establishments	including service bays), plus 1 space per service bay		employees, and is not to be used for display.
Car washes:		N/A	Applicant may be required to submit a parking study which includes a stacking analysis for the proposed facility
(1) Full-service	10 spaces (vacuuming or drying areas shall not be counted as parking spaces)		
(2) Express-service	2 spaces per facility (wash bays shall not be counted as parking spaces)		
<i>Industrial Uses</i>			
General manufacturing, research and development and industrial uses	1 space per 500 sq. ft. GFA	N/A	
Warehousing and distribution space	1 space per 1,000 sq. ft. GFA	N/A	
<i>Assembly Uses</i>			
Auditoriums, theaters, cinemas	1 space per 3 seats	1 space per 2.5 seats	18 lineal inches of bench shall be considered 1 fixed seat.
Churches, temples and similar places of assembly	1 space per 5 seats of assembly area	1 space per 3 seats of assembly area	18 lineal inches of bench shall be considered 1 fixed seat. Parking will be required at the same rate for other auditoriums, assembly halls or classrooms to

			be used concurrently with the main auditorium
Nightclubs, dancehalls, lodge halls and union halls	1 space per 50 sq. ft. GFA, plus required parking for other uses on the site	1 space per 35 sq. ft. GFA, plus required parking for other uses on the site	
Mortuaries and funeral homes	1 space for every 5 seats of assembly room floor area	1 space for every 3 seats of assembly room floor area, plus 1 space for each vehicle stored onsite, plus 5 spaces for employees	
Community centers	1 space per 300 sq. ft. GFA	1 space per 200 sq. ft. GFA	
<i>Lodging and Child Daycare Uses</i>			
Daycare centers, including preschools and nursery schools	1 space per 300 sq. ft. GFA, plus 1.5 spaces per employee	1 space per 250 sq. ft. GFA, plus 1.5 spaces per employee	Stacking analysis shall be required to define a drop-off facility that accommodates safely loading and unloading children
Hotels & motels	1.3 spaces per guest bedroom plus required parking for other uses on the site	1.1 spaces per guest bedroom plus required parking for other uses on the site	
Timeshare facilities, fractional ownership and similar facilities	1.5 spaces per dwelling or guest unit plus required parking for other uses on the site	1.3 spaces per dwelling or guest unit plus required parking for other uses on the site	
<i>Recreational Uses</i>			

Arcade, game and video	1 space per 200 sq. ft. GFA		
Billiard or pool establishments	1 space per 150 sq. ft. GFA	1 space per 100 sq. ft. GFA	
Bowling alleys	4 spaces per alley plus required parking for other uses on the site	5 spaces per alley plus required parking for other uses on the site	
Golf uses:		N/A	
(1) Driving ranges	1 space per tee, plus the spaces required for additional uses on the site		
(2) Pitch and putt, par three and miniature golf courses	3 spaces per hole, plus the spaces required for additional uses on the site		
(3) Regulation courses	5 spaces per hole, plus the spaces required for additional uses on the site		
Tennis courts, handball/racquetball, and other court-based facilities	3 spaces per court	4 spaces per court	
Health clubs, membership gyms and commercial swimming pools	1 space per 200 sq. ft. GFA (for purposes of this use, swimming pool area shall be counted as floor area)	1 space per 150 sq. ft. GFA (for purposes of this use, swimming pool area shall be counted as floor area)	
Libraries/museums	1 space per 300 sq. ft. GFA	1 space per 200 sq. ft. GFA	
Shooting ranges	1 space per shooting station plus 5 spaces for		

	employees		
Skating rinks, ice or roller	1 space per 250 sq. ft. GFA	1 space per 200 sq. ft. GFA	
Stables, commercial	1 space per each 5 horses kept on the premises	1 space per each 4 horses kept on the premises	
<i>Public and Semipublic Uses</i>			
Public utility facilities not having business offices on the premises, such as electric, gas, water, telephone facilities	1 space per employee plus 1 space per vehicle used in connection with the facility	N/A	
Schools:		N/A	
(1) Elementary and junior high or middle schools	2 spaces per classroom		
(2) Senior high schools	10 spaces per classroom		
(3) Colleges, universities and institutions of higher learning	20 spaces per classroom		
(4) Trade schools, business colleges and commercial schools	20 spaces per classroom		
Emergency and Homeless Shelters, Low Barrier Navigation Centers		1 space per employee.	

3. Required Bicycle Parking. Bicycle parking shall be provided for certain nonresidential uses in order to encourage the use of bicycles and to mitigate motor vehicle pollution and congestion. The minimum bicycle parking requirements for nonresidential uses are as follows:
 - a. Land uses required to provide bicycle parking equal to minimum three percent (3%) of the total parking spaces required per Table 9-12 include: video arcades, bowling alleys, cinemas/movie theaters, commercial recreation, tennis clubs, health clubs, libraries, schools, and skating rinks.
 - b. Land uses required to provide a minimum of five (5) bicycle parking spaces include: churches, clubs/halls, hospitals and restaurants (all categories).

- c. Land uses required to provide a minimum of one (1) bicycle parking for every twenty-five thousand (25,000) square feet of gross floor area include governmental, general, medical and financial office uses.
- d. In addition to the requirements of subsections (C)(2)(a) through (c) of this section, retail centers shall provide five (5) bicycle parking spaces for each tenant having over twenty thousand (20,000) square feet of gross floor area. The spaces shall be provided at or near the major tenant's main entry.
- e. Bike racks shall be placed in shaded locations, out of the way of pedestrian flows and shopping cart storage and shall be provided with a mechanism which permits locking a bicycle onto the rack.

(Ord. 550 § 1, 2016; Ord. 528 § 3, 2016; Ord. 505 § 1, 2012; Ord. 361 § 1, 2001; Ord. 325 § 1, 1998; Ord. 284 § 1, 1996)

Chapter 9.280 DEFINITIONS

9.280.030 Definition of terms.

"Abandoned" means a structure or use, the development or operation of which has been ceased or suspended.

"Abutting" or "adjacent" means two (2) or more parcels sharing a common boundary at one (1) or more points.

"Access/egress" means provision for entering a site from a roadway and exiting a site onto a roadway via motorized vehicle.

"Accessory building or structure" means a building or structure, the use of which is subordinate and incidental to the main building or use on the same building site. As it pertains to Section 9.140.060, Equestrian overlay district, "accessory building" means any building subordinate to a permitted or conditionally permitted equestrian use, including, but not limited to, hay and tack barns, stables and other structures and uses customarily appurtenant to the primary permitted use. Also pertaining to Section 9.140.060, Equestrian overlay district, "accessory structure" means any structure subordinate to a permitted or conditionally permitted equestrian use, including, but not limited to, arenas, grandstand seating, corrals, exercise rings, and other structures associated with the permitted use. Fences are not considered structures for the purposes of this section.

"Accessory use" means a land use subordinate and incidental to the principal use on the same building site.

"Actual construction" means the actual placing of construction materials in their permanent position fastened in a permanent manner except that where a basement is being excavated, such excavation shall be deemed to be actual construction, or where demolishing or removal of an existing building or structure has begun, such demolition or removal shall be deemed to be actual construction, providing in all cases that actual construction work be diligently carried on until the completion of the entire building or structure involved.

"Administrative office" means a place of business for the rendering of service or general administration, but not including retail sales.

Adult Business, Adult Entertainment Business or Adult Oriented Business. See Sexually oriented businesses, Chapter 5.80 of the municipal code.

Advertising Device or Display. See sign definitions, Section 9.160.130.

"Affordable housing cost" bears the same meaning as defined in Section 50052.5 of the California Health and Safety Code.

"Affordable housing unit" means a dwelling unit within a housing development which will be rented or sold to and reserved for very low income households, lower income households, moderate income households (where qualified) and/or senior citizens at an affordable housing cost for the respective group(s) in accordance with Section 65915 of the California Government Code and Section 9.60.260 of this code.

"Affordable rent" means that level of rent defined in Section 50053 of the California Health and Safety Code.

"Agricultural activity, operation, or facility, or appurtenances thereof" includes all uses allowed under the agricultural overlay district, including, but be limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity, including timber viticulture, apiculture, or horticulture, the raising of livestock, fur bearing animals, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market.

"Alley" means a secondary means of access to abutting property located at the rear or side of the property.

"Alteration" means any physical change in the internal or external composition of a building or other structure.

Animal Hospital or Animal Clinic. See "Veterinary clinic."

"Antenna" means a device for transmitting or receiving radio, television, satellite, microwave or any other transmitted signal.

"Apartment" means a dwelling unit within an apartment building designed and used for occupancy by one (1) family on a rental basis.

"Apartment building" or "apartment project" means a building or group of buildings in a single ownership with three (3) or more dwelling units per building and with most or all units occupied on a rental basis.

Area, Project Net. See "Project net area."

"Arena" means an enclosure physically similar to a corral, designed and constructed so as to be used for conducting equine-related entertainment and events open to the public, including, but not limited to, rodeos, polo matches, riding shows and exhibitions, etc.

"Attached structures" means two (2) or more structures which are physically connected with a wall, roof, deck, floor, bearing or support structures, trellises, architectural features or any other structure, fixture or device that exceeds thirty (30) inches in height above the finished grade.

Attached Dwelling or Attached Residential. See "Dwelling, attached."

"Automobile repair specialty shop" means a retail and service place of business engaged primarily in light repair and sale of goods and services for motor vehicles, including brake,

muffler and tire shops and their accessory uses. Heavier automobile repair such as major body and paint work, transmission repair, or engine repair are not included in this definition.

"Automobile service station" means a retail place of business engaged primarily in the sale of motor fuels and supplying those incidental goods and services which are required in the day-to-day operation of motor vehicles.

"Automobile wrecking" or *"automobile dismantling"* means the storage or taking apart of damaged or wrecked vehicles or the sale of such vehicles or their parts.

"Awning" means a roof-like cover that is attached to and projects from the wall of a building for the purpose of decoration and/or providing shielding from the elements.

"Bar and cocktail lounge" means an establishment whose primary activity is the service of alcohol, beer or wine.

"Basement" means a habitable building level which is partly or completely underground. A basement shall be counted as a building story if more than five (5) feet of the height of any portion is above adjoining finish grade.

"Bed and breakfast" means a residential dwelling occupied by a resident, person, or family, containing individual living quarters occupied for a transient basis for compensation and in which a breakfast may be provided to guests. The breakfast provided shall not constitute a restaurant operation and may not be provided to persons other than guests of the inn.

"Bedroom" means any habitable room that may be used for sleeping purposes other than a kitchen, bathroom, hallway, dining room or living room.

"Berm" means a mound or embankment of earth.

Billboard. See sign definitions, Section 9.160.130.

"Boardinghouse" means any building or portion thereof with access provided through a common entrance to guest rooms having no cooking facilities. Guest rooms are rented on a monthly basis or longer and meals are provided.

"Buildable area" means the portion of a building site remaining after deducting all required setbacks and meeting any requirements regarding maximum lot coverage or minimum open area.

"Building" means an enclosed structure having a roof supported by columns or walls.

"Building height" means the height of a building relative to the surrounding ground area. Measurement of maximum building height is defined in Sections 9.50.050 and 9.90.010.

Building, Main. "Main building" means the building containing the main or principal use of the premises.

Building, Relocatable. "Relocatable building" means a building which is not placed on a permanent foundation and is designed to be movable from one (1) location to another without the need for a special permit such as that required to move a conventional house. Relocatable buildings include, but are not limited to, mobilehomes, construction trailers, and modular buildings.

"Building site" means a parcel or contiguous parcels of land established in compliance with the development standards for the applicable zoning district and the city's subdivision code.

"Building site area" means the horizontal area within a building site expressed in square feet, acres or other area measurement.

Building Site Coverage. See "Lot coverage."

Building Site, Panhandle or Flag. See "Lot" definitions.

Building Site, Through. "Through building site" means a building site having frontage on two (2) parallel or approximately parallel streets. See "Through lot."

Business Park. See "Industrial park."

"CEQA" means the California Environmental Quality Act.

"Caretaker" means a person who lives on the premises for the purposes of managing, operating, maintaining or guarding the principal use or uses permitted on the premises.

"Caretaker residence" means a residential unit not exceeding one thousand (1,000) square feet, which is not the principal use on the property, to be occupied by a caretaker or watchman who is responsible for the security of the principal use of the property.

"Carport" means a roofed structure or a portion of a building which is open on two (2) or more sides for the parking of automobiles belonging to the occupants of the property.

"Cattery" means any building, structure, enclosure or premises within which five (5) or more cats are kept or maintained primarily for financial profit for the purpose of boarding, breeding, training, marketing, hire or any other similar purpose.

"Cellar" means a nonhabitable building level which: (1) has more than one-half of its height below the adjoining finish grade at all points; and (2) has a floor area no more than one-half (1/2) that of the floor immediately above. A cellar is not counted as a building story.

"Certificate of occupancy" or "certificate of use and occupancy" means a permit issued by the city prior to occupancy of a structure or the establishment of a land use to assure that the structure or parcel is ready for occupancy or use and that all ordinance requirements and project conditions of approval are fulfilled.

"Child day care center" or "preschool" means a child day care facility operated by a person, corporation or association used primarily for the provision of daytime care, training or education of children at any location other than their normal place of residence. The maximum number of children accommodated is determined by state licensing provisions and city use permit conditions.

"Child day care facility" means, consistent with Section 1596.750 of the State Health and Safety Code, a facility which provides nonmedical care to children under eighteen (18) years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty-four (24)-hour basis. Child day care facility includes both child day care centers and child day care homes.

"Child day care home" or "family day care home" means, consistent with Section 1596.78 of the State Health and Safety Code:

1. "Family day care home" means a home that regularly provides care, protection, and supervision for fourteen (14) or fewer children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home.

2. *"Large family day care home"* means a home that provides family day care for seven (7) to fourteen (14) children, inclusive, including children under the age of ten (10) years who reside at the home.
3. *"Small family day care home"* means a home that provides family day care for eight (8) or fewer children, including children under the age of ten (10) years who reside at the home.

"City" means the city of La Quinta.

"City council" means the city council of the city of La Quinta.

"Cleaning plant" or *"laundry plant"* means a central processing facility for dry cleaning or laundering of clothing and fabrics collected from and returned to patrons and dry cleaning and laundry agencies.

Clinic, Medical. "Medical clinic" means an organization of medical doctors providing physical or mental health service and medical or surgical care of the sick or injured, but not including inpatient or overnight care.

"Club" means an association of persons for some common purpose, but not including organizations which provide goods or services and which are customarily carried on as businesses.

"Code" means this zoning code unless another code, ordinance or law is specified.

"Commercial" means operated or conducted on a frequent basis for the purpose of financial gain.

"Commercial filming" means the production of still or moving pictures on public property.

Commercial Center. See "Shopping center."

"Commercial recreation" means any use or activity where the primary intent is to provide amusement, pleasure or sport but which is operated for financial gain. It includes establishments where food and beverages are sold as a secondary or ancillary use, but does not include restaurants, nightclubs and cocktail lounges.

"Commercial stable" means any facility specifically designed or used for the stabling of equine animals not owned by the residents of the subject property, for purposes such as on-site breeding, boarding, training, riding or other recreational use as a commercial service to the owners of said animals.

"Commercial vehicle" means a vehicle customarily used as part of a business for the transportation of goods or people.

"Commission" means the planning commission of the city unless another commission is indicated.

"Common interest development" bears the same meaning as defined in Section 1351 of the California Civil Code.

"Community apartment project" means a project in which an undivided interest in the land is coupled with the right of exclusive occupancy of any apartment located thereon.

"Community auction and sales yard" means a facility which periodically holds auctions of farm equipment, fixtures and other related materials in an enclosed building.

Community Care Facility. See "Residential care facility."

"Community center" means a non-commercial use established for the benefit and service of the population of the community in which it is located, including senior centers.

Conditional Use Permit. See "Use permit."

"Condominium" means, consistent with Section 1351 of the State Civil Code, an undivided interest in common in a portion of real property coupled with a separate interest in space in a residential, industrial or commercial building on such real property, such as an office or store or multifamily dwelling. A condominium may include, in addition, a separate interest in other portions of such real property.

"Condominium hotel" means a "hotel" or "group hotel" all or part of which constitutes a condominium project in which one (1) or more of the units are individually owned, but are intended to be available for "transient" use (as those terms are defined in Section 3.24.020 of the La Quinta Municipal Code), when not being used by the unit owner. See also "First class condominium hotel."

"Congregate care facility" means a facility providing care on a monthly basis or longer and which is the primary residence of the people it serves. It provides services to the residents such as the following: dining, housekeeping, security, medical, transportation and recreation. Any commercial services provided are for the exclusive use of the occupants of the facility. Such a facility may be located in more than one (1) building and on contiguous parcels within the building site.

"Congregate living facility" means a single family residential facility which is licensed by the state to provide living and treatment facilities on a monthly or longer basis for six (6) or fewer developmentally disabled persons or six (6) or fewer persons undergoing treatment for alcohol or drug abuse and which is permitted in single-family residences by operation of state law. (See also "Residential care facility.")

"Convalescent home" or "convalescent hospital" means a facility licensed by the State Department of Health Services which provides bed and ambulatory care for more than six (6) patients with postoperative convalescent, chronic illness or dietary problems and persons unable to care for themselves, including persons undergoing psychiatric care and treatment both as inpatients and outpatients, but not including persons with contagious diseases or afflictions. A convalescent home may also be known as a nursing home, convalescent hospital, rest home or home for the aged.

"Conversion project" means an apartment house or multiple or group dwelling which is existing, under construction or for which building permits have been issued, and which is proposed for conversion to a residential condominium, community apartment, residential stock cooperative or planned development.

Corner Lot. See definitions under "Lot."

"Corral" means an enclosure designed for use as an open holding area for horses for the purpose of confinement within that area for an indeterminate period of time.

"Cottage food operation" means an enterprise wherein an individual prepares and packages non-potentially hazardous foods in a primary residential dwelling unit, which serves as his or her private residence, said foods being for the direct and/or indirect sale to consumers, and that does not have more than one (1) full-time equivalent employee, and generates not more than: (1) thirty-five thousand (\$35,000.00) dollars in gross annual sales in 2013; (2) forty-five thousand (\$45,000.00) dollars in gross annual sales in 2014; (3) fifty thousand dollars (\$50,000.00) in gross annual sales in 2015 and beyond as identified in California Health and Safety Code Section 113758.

"County" means the county of Riverside unless another county is indicated.

Day Care Center. See "Child day care center."

"Decision-making authority" or "decision-making body" means a person or group of persons charged with making decisions on proposals, applications, or other items brought before the city.

"Density" means the number of dwelling units per gross acre, unless another area measurement is specified.

"Density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date of application by the applicant to the city.

"Detached building or structure" means a building or other structure that does not have a wall or roof in common with any other building or structure.

"Development" means, on land or in or under water: the placement or erection of any solid material or structure; discharge or disposal of any dredged material or of any gaseous, liquid, solid or thermal waste; grading, removing, dredging, mining or extraction of any materials; change in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act, and any other division of land, including lot splits, except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition or alteration of the size of any structure, including any facility of any private, public or municipal utility; and the removal or harvesting of major vegetation other than for agricultural purposes.

"Development standard" means site or construction conditions that apply to a housing development pursuant to any ordinance, general plan element, specific plan, charter amendment, or other local condition, law, policy, resolution, or regulation.

"Director" or "planning director" means the city manager or designee.

District. See "Zoning district."

District, Nonresidential. See "Nonresidential district."

District, Residential. See "Residential district."

District, Special Purpose. See "Special purpose district."

"Downtown village directional sign panel" means an interchangeable sign panel which does not require a sign permit, mounted on a monument base structure. The sign panels list businesses in the Village commercial zoning district.

"Drive-in" or "drive-through" means designed or operated so as to enable persons to receive a service or purchase or consume goods while remaining within a motor vehicle.

"Driveway" means a vehicular passageway providing access from a public or private street to a structure or parking area or, in the case of residences, to a garage, carport, or legal parking space. A driveway is not a street.

"Driveway approach" means a designated area between the curb or traveled way of a street and the street right-of-way line that provides vehicular access to abutting properties. When vehicular access to a building site is provided by way of a common driveway, the driveway approach is the line of intersection where the individual driveway abuts the common driveway.

"Duplex" means a permanent building containing two (2) dwelling units on a single lot.

"Dwelling" means a building or portion thereof designed and used for residential occupancy, but not including hotels or motels.

Dwelling, Attached. "Attached dwelling" means a main dwelling unit attached to one (1) or more other main dwelling units by means of a roof or interior wall.

Dwelling, Main or Primary Residence. "Main dwelling or primary residence" means the dwelling unit permitted as the principal use of a parcel or building site, either by itself or with other dwelling units (as in multifamily buildings).

Dwelling, Multifamily. "Multifamily dwelling" means a building containing three (3) or more dwelling units on a single parcel or building site.

Dwelling, Patio Home. "Patio home dwelling" means a single-family detached dwelling shifted to one (1) side of the lot, i.e., placed on the lot so that one (1) side setback is zero (0) or nearly zero (0) and the other side setback is larger than if both side setbacks were approximately equal.

Dwelling, Single-Family. "Single-family dwelling" means one (1) main dwelling unit on a single parcel or building site.

Dwelling, Single-Family Attached. "Single-family attached dwelling" means a main dwelling unit attached to one (1) other main dwelling unit by means of a roof and/or interior wall, with each dwelling unit occupying its own lot.

Dwelling, Single-Family Detached. "Single-family detached dwelling" means a main dwelling unit not attached to any other main dwelling unit.

Dwelling, Townhome. "Townhome dwelling" means a main dwelling unit attached typically to two (2) or more other main dwelling units by means of a roof and/or interior wall, with each dwelling unit occupying its own lot.

"Dwelling unit" means one (1) or more rooms, including a bathroom and kitchen, designed and used for occupancy by one (1) family for living and sleeping purposes.

Dwelling Unit, Second. See "Second unit."

"Easement" means a recorded right or interest in the land of another which entitles the holder thereof to some use, privilege or benefit in, on, over or under such land.

"Educational institution" means a private or public elementary or secondary school, college or university qualified to give general academic instruction equivalent to the standards prescribed by the state board of education.

"Elevation" means the vertical distance above sea level.

"Emergency shelter" means housing with services for homeless persons that is limited to occupancy of six (6) months or less by a homeless person. Low Barrier Navigation Centers are also included in this definition. No individual or household may be denied emergency shelter because of an inability to pay.

"Employee's quarters" means quarters, which may include full bathroom and/or kitchen or cooking facilities,, for the housing of domestic employees and located upon the same building site occupied by their employer.

"Enclosed" means roofed and contained on all sides by walls which are pierced only by windows, vents or customary entrances and exits.

"Environmental review" means all actions and procedures required of the city and of applicants by the California Environmental Quality Act ("CEQA," State Public Resources Code Section 21000 et seq.), the CEQA Guidelines (Public Resources Code Section 15000 et seq.) and local environmental procedures.

"Exception" means a city-approved deviation from a development standard based on the following types of findings by the decision-making authority:

1. General finding such as that notwithstanding the exception, the resulting project will still be consistent with the goals and/or policies underlying the development standard; and
2. One (1) or more specific findings justifying the particular exception requested.

"Family" means one (1) or more persons occupying one (1) dwelling unit. The word "family" includes the occupants of congregate living and residential care facilities, as defined herein, serving six (6) or fewer persons which are permitted or licensed by the state. The word "family" does not include occupants of a fraternity, sorority, boardinghouse, lodginghouse, club or motel.

Family Day Care Home. See "Child day care home."

"Farm" means a parcel of land devoted to agricultural uses where the principal use is the propagation, care and maintenance of viable plant and animal products for commercial purposes.

"Farmworker housing" means any building or group of buildings where six (6) or more farm employees are housed.

"First class condominium hotel" means a condominium hotel where both of the following apply:

1. The condominium hotel has a brand operator or an independent operator that is experienced in the upscale segment or luxury segment of the hospitality industry as defined by J.D. Power and Associates; and
2. The condominium hotel satisfies the published requirements that will be sufficient for a ranking of no fewer than three (3) stars in the most recent annual awards list published from time to time by AAA Travel Guides or by the Mobil Travel Guide.

Flag. See sign definitions, Section 9.160.130.

Flag Lot or Panhandle Lot. See definitions under "Lot."

"Flood" means a general and temporary condition of partial or complete inundation of land areas from the overflow of inland and tidal waters, the rapid accumulation of runoff of surface waters from any source, or mudslides (i.e., mudflows) which are proximately caused or precipitated by accumulations of water on or under the ground.

"Flood insurance rate map (FIRM)" or "flood boundary and floodway map" mean the official maps provided by the Federal Emergency Management Agency (FEMA) which delineate the areas of special flood hazard, the risk premium zones and the floodways applicable to the city.

"Floodplain" means the land area adjacent to a watercourse and other land areas susceptible to being inundated by water.

"Floodproofing" means any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Floodway" means the channel of a river or other watercourse and that part of the floodplain reasonably required to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floor Area, Gross. See "Gross floor area."

Floor Area, Livable. See "Livable floor area."

"Floor area ratio" means the numerical value obtained by dividing the gross floor area of all buildings, except parking structures, located on a building site by the building site area.

"Fraternity house" or "sorority house" means a building or portion of a building occupied by a chapter of a regularly organized college fraternity or sorority officially recognized by an educational institution.

Freestanding Sign. See sign definitions, Section 9.160.130.

Front Lot Line. See definitions under "Lot line."

"Garage" means a building or portion of a building used primarily for the parking of motor vehicles.

Gas Station or Service Station. See "Automobile service station."

"General plan" means the general plan of the city of La Quinta.

"Government code" means the California Government Code.

Grade, Average. "Average grade" means the elevation determined by averaging the highest and lowest elevations of a parcel, building site or other defined area of land.

Grade, Average Finish. "Average finish grade" means the elevation determined by averaging the highest and lowest elevations of a parcel, building site or other defined area of land after final grading.

Grade, Finish. "Finish grade" means the ground elevation at any point after final grading.

"Grading" means the filling, excavation or other movement of earth for any purpose.

"Granny flat" or "granny housing" means a secondary dwelling unit which is: (1) intended for the sole occupancy of one (1) or two (2) adult persons sixty-two (62) years of age or over; and (2) located on a building site containing an existing single family detached dwelling. The floor area of an attached granny flat does not exceed thirty percent (30%) of the existing floor area of the primary single family residence and the floor area of a detached granny flat does not exceed one thousand two hundred (1,200) square feet. (See also "Second unit.")

"Grazing" means the act of pasturing livestock on growing grass or other growing herbage or on dead grass or other dead herbage existing in the place where grown as the principal sustenance of the livestock so grazed.

"Gross acreage" means the land area, expressed in acres, within a parcel or group of contiguous parcels minus any right-of-way for arterial highways not including collector streets. Each acre so determined is a gross acre.

Gross Density. See "Density."

"Gross floor area" means the total square footage of all floors of a building, including the exterior unfinished wall structure but excluding courtyards and other outdoor areas.

Gross Lot or Parcel Area. See "Lot area, gross."

"Ground floor area" means all enclosed area within the ground floor of a structure, including exterior walls and mechanical spaces. Carports, garages, accessory buildings and parking structures are included in ground floor area but swimming pools and unenclosed post-supported roofs over patios and walkways are not included.

Ground Sign. See "Freestanding sign" in sign definitions, Section 9.160.130.

"Guest house" means a detached or attached unit which has sleeping and sanitary facilities, which may include full bathroom and/or kitchen or cooking facilities, and which is used primarily for sleeping purposes by members of the family occupying the main building, their nonpaying guests, and domestic employees.

"Guest ranch" means any property of five (5) acres or more operated as a ranch which offers guest rooms for rent and which has outdoor recreational facilities such as horseback riding, swimming or hiking.

Habitable Area. See "Livable floor area."

"Habitable room" means any room usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A room designed and used only for storage purposes is not a habitable room.

"Hazardous waste" means a waste or combination of wastes which, because of its quantity, concentration, toxicity, corrosiveness, mutagenicity or flammability, or its physical, chemical or infectious characteristics, may: (1) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Home for the Aged. See "Convalescent home."

Homeless Shelter. See "Emergency shelter."

"Home occupation" means an occupation or activity conducted as an accessory use within a dwelling unit incidental to the residential use of the property. See Section 9.60.110.

"Hospital" means a facility licensed by the State Department of Health Services providing clinical, temporary or emergency service of a medical, obstetrical, surgical or mental health nature to human patients.

"Hotel" means any building or portion thereof with access provided through a common entrance, lobby or hallway to guest rooms which are rented on a daily or weekly basis.

Identification Sign. See sign definitions, Section 9.160.130.

"Industrial park," "business park" or "office park" means a nonresidential development wherein the permitted uses are planned, developed, managed and maintained as a unit, with landscaping, amenities, and common off-street parking provided to serve all uses on the property.

"Intensity" means the level of development or activity associated with a land use, as measured by one (1) or more of the following:

1. The amount of parking required for the use per Chapter 9.150.

2. The operational characteristics of the use such as hours of operation, the inclusion of dancing or live entertainment as part of the use, or similar characteristics.
3. The floor area occupied by the use.
4. The percentage of the building site occupied by the use or by the structure containing the use.

Interior Lot Line. See definitions under "Lot line."

"Kennel" means any building, structure, enclosure or premises within which five (5) or more dogs are kept or maintained primarily for financial profit for the purpose of boarding, breeding, training, marketing, hire or any other similar purpose.

"Kitchen" means any room all or part of which is designed and/or used for the cooking or other preparation of food.

Land Use. See "Use."

Land Use Intensity. See "Intensity."

Landfill, Sanitary. "Sanitary landfill" means an area designed and used for the disposal of solid waste on land by spreading it in layers, compacting it and covering it daily with soil or other approved cover material.

Laundry Plant. See "Cleaning plant or laundry plant."

"Livable floor area" means the interior area of a dwelling unit which may be occupied for living purposes by humans, including basements and attics (if permitted). Livable floor area does not include a garage or any accessory structure.

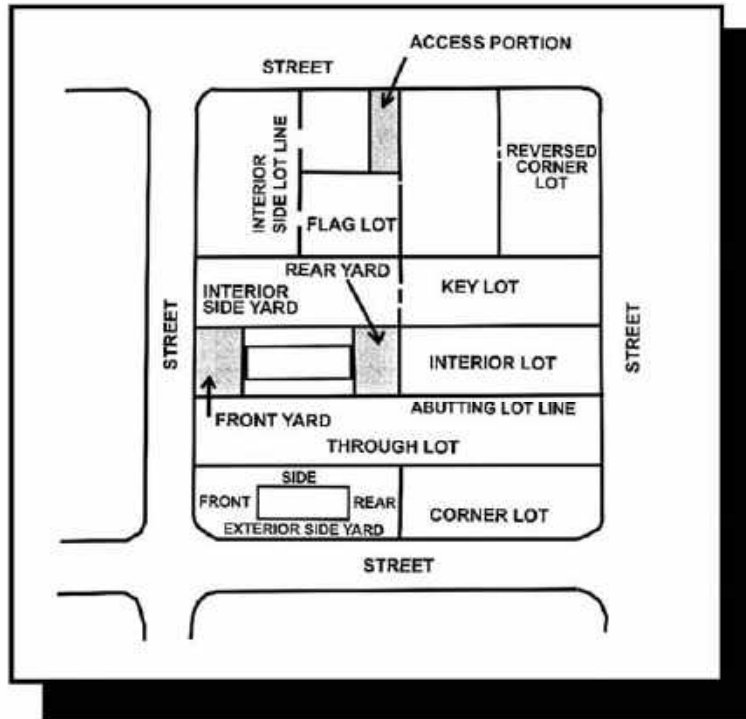
"Live entertainment" means any act, play, revue, pantomime, scene, dance or song, or any combination of the foregoing performed in person by one (1) or more persons whether or not they are compensated for their performance.

Living Area. See "Livable floor area."

Lodginghouse. See "Boardinghouse."

"Lot" means an area of land under one (1) ownership which is identified as a lot or parcel on a recorded final map, parcel map, record of survey recorded pursuant to an approved division of land, certificate of compliance, or lot line adjustment. The terms "lot" and "parcel" are interchangeable for purposes of this code. Types of lots and their definitions are as follows:

1. *"Corner lot"* means a lot abutting two (2) streets intersecting at an angle of not more than one hundred thirty-five (135) degrees. If the angle of intersection is more than one hundred thirty-five (135) degrees, the lot is an "interior lot."
2. *"Flag or panhandle lot"* means a lot connected to the street with a narrow access portion less than forty (40) feet wide and more than twenty (20) feet long and situated so that another lot is located between the main portion of the flag lot and the street.



Lot Types and Lot Lines

3. "Interior lot" means a lot abutting only one (1) street or abutting two (2) streets which intersect at an angle greater than one hundred thirty-five (135) degrees.
4. "Key lot" means a lot with a side lot line that abuts the rear lot line of one (1) or more adjoining lots.
5. "Reverse corner lot" means a corner lot, the rear of which abuts the side of another lot.
6. "Through lot" means a lot with frontage on two (2) parallel or approximately parallel streets.

"Lot area" means the horizontal land area within a lot expressed in square feet, acres, or other area measurement.

"Lot coverage" or "building site coverage" means the cumulative ground floor area of the structures on a lot expressed as a percentage of the net lot area. For purposes of this definition, "ground floor area" means all enclosed area within the ground floor of a structure, including exterior walls and mechanical spaces. Carports, garages, accessory buildings and parking structures are included in ground floor area but swimming pools and unenclosed post-supported roofs over patios and walkways are not included.

"Lot frontage" means the length of the front lot line. For corner lots the lot frontage shall be measured from the interior lot corner to the outside of the corner cut-back.

"Lot line or property line" means any boundary of a lot. The classifications of lot lines and their definitions are as follows:

1. "Front lot line" means the following:

- a. On an interior lot, the line separating the lot from the street;
 - b. On a corner lot, the shorter line abutting a street. (If the lot lines are equal or approximately equal, the director shall determine the front lot line);
 - c. On a through lot, the lot line abutting the street providing primary access to the lot.
2. *"Interior lot line"* means any lot line not abutting a street.
 3. *"Rear lot line"* means a lot line which does not intersect the front lot line and which is most distant from and most parallel to the front lot line. In the case of an irregularly-shaped lot or a lot bounded by only three (3) lot lines, the rear lot line is a ten (10)-foot long line parallel to and most distant from the front lot line for the purposes of determining setbacks and other provisions of this code.
 4. *"Side lot line"* means any lot line which is not a front or rear lot line.

"Low Barrier Navigation Center" as defined in Government Code Section 65660 means a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

"Lower income households" bears the same meaning as defined in Section 50079.5 of the California Health and Safety Code.

"Lowest floor" means, with regard to flood protection, the lowest floor of the lowest enclosed area, including a basement or cellar. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of the applicable design requirements of the FP floodplain district, Section 9.140.030.

"Manufactured home" means a residential building transportable in one (1) or more sections which has been certified under the National Manufactured Housing Construction and Safety Standards Act of 1974.

"Master commercial development" means a commercial center for which an overall site development permit was approved and implemented, which may have remaining unconstructed pads or buildings.

"Master plan of arterial highways" means a component of the circulation element of the city's general plan designating adopted and proposed routes for all commuter, secondary, primary and major highways within the city.

"Master plan of drainage" means an engineering report outlining the drainage facilities needed for the proper development of the city.

"Maximum allowable residential density" means the density allowed under applicable zoning ordinances, or if a range of density is permitted, means the maximum allowable density for the specific zoning range applicable to the subject project.

"Median" means a paved or planted area separating a street or highway into opposite-direction travel lanes.

Medical Clinic. See "Clinic, medical."

"Medical marijuana dispensary" means a facility or location which provides, makes available or distributes medical marijuana to a primary caregiver, a qualified patient, or a person with an identification card, in accordance with California Health and Safety Code Section 11362.5 et seq.

"Menagerie" means a lot on which more than one (1) wild, non-domestic reptile (not including turtles or tortoises), bird (not including poultry) or mammal is kept. A tamed or trained wild animal shall not be considered a domestic animal.

"Ministorage facility" means a building containing various size storage compartments not exceeding five hundred (500) square feet each, wherein each compartment is offered for rent or lease to the general public for the private storage of materials excluding materials sold at the facility or delivered directly to customers.

"Minor adjustments" are deviations in standards which have little or no potential for adverse impacts on the surrounding community and which are reviewed administratively.

Minor Use Permit. See "Use permit."

Mobilehome. See "Manufactured home."

"Mobilehome park" or "mobilehome development" means any area or tract of land used to accommodate mobilehomes for human habitation, including pads for mobilehomes, clubhouses, recreation facilities, and other ancillary structures and facilities. The term includes mobilehome parks and mobilehome subdivisions. See Section 9.60.180.

"Moderate income" or "persons and families of moderate income" means those middle-income families as defined in Section 50093 of the California Health and Safety Code.

Modular Home. See "Manufactured home."

Monument Sign. See sign definitions, Section 9.160.130.

"Motel" means a building or group of buildings containing guest rooms rented on a weekly basis or less and with most or all guest rooms gaining access from an exterior walkway.

Multifamily Dwelling or Residence. See "Dwelling, multifamily."

"Net project area" means all of the land area included within a development project excepting those areas with before-development slopes of thirty percent (30%) or steeper and those areas designated for public and private road rights-of-way, schools, public parks, and other uses or easements which preclude the use of the land therein as part of the development project.

"Net site area" or "net lot area" means the total land area within the boundaries of a parcel or building site after ultimate street rights-of-way and easements that prohibit the surface use of the site are deducted.

"Noncommercial coach" means a vehicle, with or without motive power, designed and equipped for human occupancy for classrooms and other nonresidential and noncommercial uses.

"Nonconforming lot" means a lot or parcel which was lawful and in conformance with the applicable zoning ordinances when established but which, due to subsequent ordinance changes, does not conform to the current development standards applicable to the zoning district in which it is located. See Chapter 9.270.

"Nonconforming structure" means a structure which was lawful and in conformance with the applicable zoning ordinances when constructed but which, due to subsequent ordinance

changes, does not conform to the current development standards applicable to the zoning district in which it is located. See Chapter 9.270.

"Nonconforming use" means a land use which was lawful and in conformance with the applicable zoning ordinances when established but which, due to subsequent ordinance changes, is not currently permitted in the zoning district in which it is located or is permitted only upon the approval of a use permit and no use permit has been approved. See Chapter 9.270.

"Nonconformity" means a land use, lot or structure which was lawful when established or constructed but, due to subsequent ordinance changes, is not in conformance with this zoning code. The term nonconformity does not include illegal uses, lots, or structures, i.e., which were not lawful when established or constructed. See Chapter 9.270.

Nursery, Day Care. See "Child day care facility."

Nursing Home. See "Convalescent home."

Office Park. See "Industrial park."

Official Zoning Map. See "Zoning map."

"Off-site hazardous waste facility" means any structures, other appurtenances or improvements on land and all contiguous land serving more than one (1) producer of hazardous waste, used for the treatment, transfer, storage, resource recovery, disposal or recycling of hazardous waste, including, but not limited to,:

1. Incineration facilities (i.e., rotary kiln, fluid bed, etc.);
2. Residual repository (i.e., receiving only residuals from hazardous waste treatment facilities);
3. Stabilization/solidification facilities;
4. Chemical oxidation facilities;
5. Neutralization/precipitation facilities; or
6. Transfer/storage facilities.

"Open space" means any parcel or area of land or water, public or private, which is reserved for the purpose of preserving natural resources, for the protection of valuable environmental features, or for providing outdoor recreation or education. Open space does not include roads, driveways or parking areas not related to recreational uses, any buildings, building setback areas or the required space between buildings, or surface utility facilities.

Open Space, Usable. "Usable open space" means open space which is predominately level (i.e., slopes less than five percent (5%)) but which may contain some steeper land (i.e., with slopes up to twenty percent (20%)) which has utility for picnicking or passive recreation activities and which complements surrounding usable open space. Usable open space is a minimum of fifteen (15) feet in width and three hundred (300) square feet in area and may include structures and impervious surfaces such as tot lots, swimming pools, basketball courts, tennis courts, picnic facilities, walkways or bicycle trails.

Outdoor Advertising Sign. See "Billboard" in sign definitions, Section 9.160.130.

"Outdoor light fixtures" means outdoor artificial illuminating devices, outdoor fixtures, lamps and other devices, permanent or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot, or flood lights for:

1. Buildings and structures;
2. Recreational areas;
3. Parking lot lighting;
4. Landscape lighting;
5. Billboards and other signs (advertising or other);
6. Street lighting;
7. General area and yard lighting.

"Outdoor vendors" include hotdog stands, ice cream carts, and other retail uses which utilize a movable or relocatable stand or cart for walk-up sales. The stand or cart must be of a size and design suitable for placement on a private sidewalk, plaza, or pedestrianway.

Panhandle Lot or Flag Lot. See definitions under "Lot."

"Parcel" means an area of land under one (1) ownership which is identified as a lot or parcel on a recorded final map, parcel map, record of survey recorded pursuant to an approved division of land, certificate of compliance or lot line adjustment. The terms "lot" and "parcel" are interchangeable for purposes of this code.

"Parking accessway" means a vehicular passageway that provides access and circulation from a street access point into and through a parking lot to parking aisles and between parking areas.

"Parking structure" means a structure which is open or enclosed and is used for the parking of motor vehicles.

"Parkway" means the area of a public street that lies between the curb and the adjacent property line or physical boundary, such as a fence or wall, which is used for landscaping and/or passive open space.

"Pasture" means an enclosed holding area consisting of grass or similar vegetation, specifically used for purposes of grazing or feeding of animals.

Patio Home. See "Dwelling, patio home."

"Permitted use" means a land use allowed within a zoning district under this zoning code and subject to the applicable provisions of this code.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, company, joint stock association, corporation, estate, trust, organization, business, receiver, syndicate, public agency, the state of California or its political subdivisions or instrumentalities, or any other group or combination acting as a unit.

"Person with a disability" is a person with a physical or mental impairment that limits or substantially limits one (1) or more major life activities, anyone who is regarded as having such an impairment, or anyone who has a record of such an impairment.

"Personal services" are establishments providing nonmedical services as a primary use, including, but not limited to, barber and beauty shops, spas and tanning salons, clothing rental, dry cleaning stores, home electronics and small appliance repair, laundromats (self-service laundries), shoe repair shops, and tailors.

"Planned unit development" means a residential development characterized by comprehensive planning for the entire project, the clustering of buildings to preserve open space and natural features, and provision for the maintenance and use of open space and other facilities held in common by the property owners within the project.

Pole Sign. See sign definitions, Section 9.160.130.

Portable Sign. See sign definitions, Section 9.160.130.

"Precise plan" or *"precise plan of development"* means the plan or plans for a project, development or other entitlement approved by the decision-making authority. A precise plan may include site, grading, architecture, landscaping plans and may also include a plan text describing the project design, development phasing, and other characteristics.

"Precise plan of highway alignment" means a plan, supplementary to the master plan of arterial highways, which establishes the highway centerline and the ultimate right-of-way lines and may establish building setback lines.

Primary Residence. See "Main dwelling."

"Primary unit" means a single-family or multifamily residential unit constructed and intended as the principal unit and building on a lot. The primary unit shall be the largest unit on the lot.

"Principal use" means the primary or predominant use of any parcel, building site or structure.

"Project area" means all of the land area included within a development project excepting those areas designated for public and private road rights-of-way, schools, public parks, and other uses or easements which preclude the use of the land therein as part of the development project.

Projecting Sign. See sign definitions, Section 9.160.130.

"Property line" means a lot line or parcel boundary.

"Public agency" means the United States, the state, the county or any city within the county, or any political subdivision or agency thereof.

Rear Lot Line. See definitions under "Lot line."

"Reasonable accommodation" means the process of providing flexibility in the application of land use, zoning, and building regulations, practices, and procedures to eliminate barriers to housing opportunities for persons with disabilities.

"Recreational vehicle" or *"RV"* means all trailers or any vehicle placed on a trailer such as a boat, watercraft, or other vehicle, plus any vehicle designed and used for temporary habitation, including motorhomes, travel trailers, "5th wheels" and camper shells.

"Recycling" means the process by which waste products are reduced to raw materials and transformed into new products.

Relocatable Building. See "Building, relocatable."

"Residential care facility" or *"community care facility"* means a residential facility which is licensed by the state to provide living and treatment facilities on a monthly or longer basis for six (6) or fewer of the following: wards of the juvenile court, elderly persons, mentally disordered persons, handicapped persons or dependent and neglected children. Such a facility is permitted in all types of residences by operation of state law.

Residential, Multifamily. See "Dwelling, multifamily."

Residential, Single-Family. See "Dwelling, single-family."

"*Restaurant*" means any use providing for the preparation, retail sale and consumption on site of food and beverages. Restaurants include, but are not limited to, cafés, coffee shops, pubs, sandwich shops, ice cream parlors, fast food take-out and drive-through stores, whose primary activity is food service and places of business with similar uses. If any seating is provided in conjunction with a store where there is the preparation and retail sale of food and beverages, that use shall be classified as a restaurant. The term "restaurant" may include the licensed sale of alcoholic beverages for consumption on the premises.

Restaurant, Drive-Through. "Drive-through restaurant" means a restaurant with one (1) or more automobile lanes which allow for the ordering and dispensing of food and beverages to patrons who remain in their vehicles.

Rest Home. See "Convalescent home."

"*Retail*" means the selling of goods or merchandise directly to the ultimate consumer.

"*Reverse vending machine*" means a machine which accepts recyclable materials, such as aluminum cans, newspapers, or other materials, from the public and dispenses money in return.

"*Riding academy*" means a facility designed and used primarily for recreational riding, training and instruction purposes, and allowing both on-site boarding or trailering of horses to the facility.

"*Riding and hiking trail*" means a trail or way designed for and used by equestrians, pedestrians and cyclists using nonmotorized bicycles.

"*Right-of-way*" means the entire width of property used for streets, highways, flood or drainage works, overhead or underground utilities, or any related improvements.

Roof Sign. See sign definitions, Section 9.160.130.

Roominghouse. See "Boardinghouse."

"*Satellite dish antenna*" means an apparatus capable of receiving communications from a man-made satellite.

"*Scenic highway*" means any highway designated a scenic and/or historic highway by an agency of the city, state or federal government.

Second Unit. In accordance with Government Code Section 65852.2(i)(4), "second unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one (1) or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and shall be located on the same parcel as the single-family dwelling is situated. A second unit also includes the following:

1. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code;
2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

"*Section*" means a portion of this zoning code beginning immediately after a six (6)- or seven (7)-digit number beginning with 9., e.g., 9.10.010 or 9.280.030, and extending to the next such six (6)- or seven (7)-digit number. (See also "Subsection.")

"Semi-permanent sign" means a non-illuminated sign which requires a sign permit, such as advertising the future construction or opening of a facility, model home complex, commercial, or residential subdivision identification which is intended to be erected or posted for a minimum of sixty-one (61) days and a maximum of one (1) year. A permit for semi-permanent signs advertising future facility construction shall not be approved until a development review application has been submitted.

"Senior citizen" means a person fifty-five (55) years of age or older.

"Senior citizen residence" means a residential care facility which is licensed by the state to provide living and treatment facilities on a monthly or longer basis for six (6) or fewer senior citizens.

"Senior group housing" means a residential development which is developed or substantially renovated for and occupied by seven (7) or more senior citizens.

"Service" means an act or any result of useful labor which does not in itself produce a tangible commodity.

Service Station. See "Gas station."

"Setback" means the distance that a building or other structure or a parking lot or other facility must be located from a lot line, property line or other specified boundary.

Sexually Oriented Business. See Chapter 5.80 of the municipal code.

"Shopping center" or *"commercial center"* means a commercial area or group of commercial establishments, planned, developed, managed and maintained as a unit, with common landscaping, amenities, and off-street parking provided to serve all uses on the property.

Side Lot Line. See definitions under "Lot line."

"Sidewalk sale" or *"parking lot sale"* means the temporary outdoor display and sale of merchandise which is normally displayed indoors at the location of an individual retail business not located within a shopping center. (See also "Special commercial event.")

"Sign" means any medium for visual communication, including, but not limited to, words, symbols and illustrations together with all parts, materials, frame and background, which medium is used or intended to be used to attract attention to, identify, or advertise an establishment, product, service, activity or location, or to provide information. Also, see sign definitions, Section 9.160.130.

Single-Family Dwelling or Residence. See "Dwelling, single-family."

"Single room occupancy (SRO) facility" or *"SRO hotel"* means a residential facility which is rented on a weekly or longer basis and which provides living and sleeping facilities for one (1) or two (2) persons per unit. Each unit contains a toilet and sink. Shower, kitchen, and laundry facilities may be shared.

Site. See "Building site."

Site Area, Net. See "Net project or site area."

Site Coverage. See "Building site coverage."

Site Development Permit or Development Permit. See Section 9.210.010.

"Slope" or *"slope gradient"* means the vertical distance between two (2) points on a slope divided by the horizontal distance between the same two (2) points, with the result

expressed as a percentage; e.g., "the slope has a twenty percent (20%) gradient" (usually used to describe natural as opposed to manufactured, slopes).

"*Slope ratio*" means the steepness of a slope expressed as a ratio of horizontal distance to the vertical rise over that horizontal distance; e.g., 2:1 (usually used to describe manufactured as opposed to natural, slopes).

"*Special commercial event*" means the temporary outdoor display and sale of merchandise by two (2) or more tenants within a commercial center, or arts and crafts shows, fairs, or entertainment events within a commercial center.

"*Specific plan*" means a plan consisting of text, maps and other documents and exhibits regulating development within a defined area of the city, consistent with the general plan and State Government Code Section 65450 et seq.

"*Stable*" means a building or structure containing multiple stalls for the purposes of sheltering, feeding, boarding, accommodating or otherwise caring for several horses at one (1) time.

"*Stall*" means a division of a stable accommodating one (1) horse into an adequately sized enclosure for the purpose of confining individual horses within a sheltered environment as may be necessary for security, safety or other reasons pertinent to the health, welfare and daily care of each animal.

"*Stock cooperative*" means a corporation which is formed primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property, if all or substantially all of the shareholders of such corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation, which right of occupancy is transferable only concurrently with the transfer of the shares of stock or membership certificate in the corporation held by the person having such right of occupancy.

"*Storage*" means a place where goods, materials, and/or personal property is placed for more than twenty-four (24) hours.

"*Story*" means that portion of a building included between the surface of any floor and the surface of the floor immediately above it or if there is no floor above, then the space between the floor and the ceiling above it.

"*Street*" means a public or private vehicular right-of-way other than an alley or driveway, including both local streets and arterial highways.

"*Structure*" means anything that is erected or constructed having a fixed location on the ground or attachment to something on the ground and which extends more than thirty (30) inches above the finish grade. A mobilehome or relocatable building, except when used as a temporary use with its weight resting at least partially upon its tires, is a structure for the purposes of this definition.

"*Subsection*" means a portion of a section of this zoning code designated by a section number followed immediately by an upper case letter; for example, subsection 9.10.010(A). (See also "Section.")

"*Supportive housing*" means housing with no limit on length of stay, that is occupied by the target population as defined in subdivision (d) of Section 53260 of the Health and Safety Code 50675.14(b) and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. ("Target

population" includes adults with low income having one (1) or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.)

"Swimming pool" means an artificial body of water having a depth in excess of eighteen (18) inches, designed, constructed and used for swimming, dipping or immersion purposes by humans.

"Tandem parking" means any off-street parking space(s), or arrangement of such spaces, configured in such a manner such that one (1) or more spaces is not directly accessible to a street or other approved access without traversing any portion of another space.

"Temporary sign" means any non-illuminated sign which may require a sign permit and which is intended to be posted for a maximum of forty-five (45) days. Temporary signs include without limitation: political campaign signs, garage sale signs and seasonal sales signs.

"Temporary use" means a land use established for a specified period of time, which use is discontinued at the end of such specified time.

"Timeshare facility" means a facility in which a person receives the right in perpetuity, for life or for a specific period of time, to the recurrent, exclusive use or occupancy of a lot, parcel, unit, or portion of real property for a period of time which has been or will be allocated from twelve (12) or more occupancy periods into which the facility has been divided. A timeshare use may be coupled with an estate in the real property or it may entail a license, contract, membership, or other right of occupancy not coupled with an estate in the real property.

Townhome. See "Dwelling, townhome."

"Transient basis" means for a continuous period of two (2) weeks or less.

"Transitional housing" is buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six (6) months.

"Transitional shelter" means a shelter for homeless persons or victims of domestic abuse which provides accommodations for persons on a transient basis, i.e., for a continuous period of two (2) weeks or less.

Two (2)-Unit Attached Dwelling. See "Dwelling, two (2)-unit attached."

"Ultimate right-of-way" means the right-of-way shown as ultimate on an adopted precise plan of highway alignment or the street right-of-way shown within the boundary of a recorded tract map, a recorded parcel map or a recorded planned community development plan. The latest adopted or recorded document in such cases shall take precedence. If none of these exist, the ultimate right-of-way is the right-of-way required by the highway classification as shown in the general plan.

"Use" or "land use" means the purpose for which a structure or land is occupied, arranged, designed or intended, or for which either a structure or land is or may be occupied or maintained.

"Use permit" means a discretionary entitlement under the provisions of this zoning code which authorizes a specific use or development on a specific property subject to compliance with all terms and conditions imposed on the entitlement. Uses requiring a conditional use permit have moderate to significant potential for adverse impacts on surrounding properties, or residents while uses requiring a minor use permit have low to moderate potential for adverse impacts on surrounding properties, residents, or businesses. See Section 9.210.020.

Variance. See Section 9.210.030.

"Vehicular accessway" means a private, nonexclusive vehicular easement affording access to abutting properties.

"Very low income households" bears the same meaning as defined in Section 50105 of the Health and Safety Code.

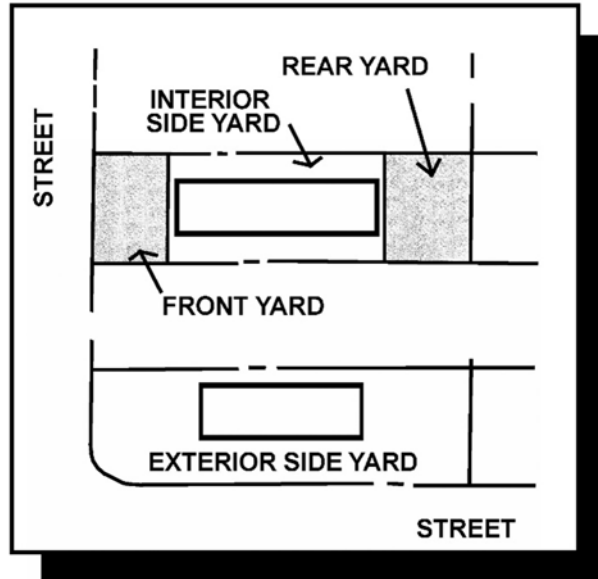
"Veterinary clinic" means a place where animals no larger than the largest breed of dogs are given medical and surgical treatment, primarily on an outpatient basis, and where the boarding of animals under treatment is incidental to the principal clinic use.

Wall Sign. See "Building-mounted sign" in sign definitions, Section 9.160.130.

"Wing wall" means an architectural feature in excess of six (6) feet in height which is a continuation of a building wall projecting beyond the exterior walls of a building.

"Yard" means an open space on a parcel of land or building site unobstructed and unoccupied from the ground upward except for wall projections permitted by this code. Yards are classified as follows:

1. *"Front yard"* means a yard extending across the full width of the lot between the front lot line or the ultimate street right-of-way line and a setback line within the lot. The depth of the front yard is equal to the setback established in the development standards for the applicable zoning district and is measured along a line drawn at a ninety (90)-degree angle to whichever of the following results in the greatest setback: the front lot line or its tangent or the ultimate street right-of-way or its tangent.
2. *"Rear yard"* means a yard extending across the full width of the lot between the rear lot line and a setback line within the lot. The depth of the rear yard is equal to the setback established in the development standards for the applicable zoning district and is measured along a line drawn at a ninety (90)-degree angle to whichever of the following results in the greatest setback: the rear lot line or its tangent or the ultimate street right-of-way or its tangent.
3. *"Side yard"* means a yard extending from the front setback line to the rear setback line. The depth of the side yard is equal to the setback established in the development standards for the applicable zoning district and is measured along a line drawn at a ninety (90)-degree angle to whichever of the following results in the greatest setback: the side lot line or its tangent or the ultimate street right-of-way or its tangent.



TYPES OF YARDS

"Zoning code" or "code" means the zoning code of the city, i.e., Title 9 of the city of La Quinta Municipal Code, including the official zoning map and other maps and graphics incorporated in the zoning code text or included therein by reference.

"Zoning district" or "district" means an area of the city designated on the official zoning map and subject to a uniform set of permitted land uses and development standards.

"Zoning map" or "official zoning map" means a map incorporated into this code by reference which covers the entire land area of the city and is divided into zoning districts for the purpose of specifying for each such land area the uses permitted, development standards required, and other applicable provisions of this code.

(Ord. 577 § 1, 2019; Ord. 562 § 1, 2017; Ord. 550 § 1, 2016; Ord. 538 § 1, 2016; Ord. 512 § 1, 2013; Ord. 505 § 1, 2012; Ord. 489 § 1, 2011; Ord. 325 § 1, 1998; Ord. 284 § 1, 1996)

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GOALS, POLICIES, AND PROGRAMS

The following goals, policies, and programs set forth a comprehensive housing plan for the City of La Quinta during the 2022-2029 planning period.

Adequate Sites for Housing

GOAL H-1

Provide housing opportunities that meet the diverse needs of the City's existing and projected population.

❖ [Policy H-1.1](#)

Identify adequate sites to accommodate a range of product types, densities, and prices to address the housing needs of all household types, lifestyles, and income levels. Provide new housing choices by increasing affordable housing supply in high opportunity areas, and improve housing mobility through encouraging various housing options such as accessory dwelling units and creative housing solutions.

Program 1.1.a: To address the City's RHNA allocation for extremely low income households, 15% of units on the City's land on Highway 111 (site #13) will be assigned to extremely low income households. The City shall negotiate very low income units for all other projects on sites identified in the Vacant Land Inventory (**Table II-50**) individually to reach the target of 210 units during the planning period.

- Timing: June 2025 for Highway 111 project, as projects are constructed for additional units
- Funding Source: Private Funding, Tax Credit Financing, Other sources as identified
- Responsible Agency: City Manager's Office/Housing
-

Program 1.1.b: The City will merge its parcels in the Village (as listed in Table II-51) to facilitate the consolidation of these lots for sale through the Surplus Land Act.

- Timing: June 2023 for lot mergers. June 2024 for RFPs and land sales.
- Funding Source: General Fund
- Responsible Agency: City Manager's Office/Housing

[Program 1.1.c](#): To encourage the development of housing for extremely low, low and special needs residents, the City will develop a program of incentives for the subdivision of larger sites, to include application fee waivers, DIF fee reductions and expedited processing. The City will contact the owners of the three sites listed in Table II-50 and encourage that they subdivide the land and take advantage of the City's incentive program.

- Timing: June 2022 for development of program. June 2023 for initial contacts with land owners, and annually thereafter.
- Funding Source: General Fund
- Responsible Agency: Planning Division, City Manager's Office/Housing

❖ [Policy H-1.2](#)

Focus housing growth within existing City boundaries until it is necessary to pursue annexation or development in planning areas for affordable housing.

❖ [Policy H-1.3](#)

Direct new housing development to viable areas where essential public facilities are provided and employment opportunities, educational facilities, and commercial support are available.

❖ [Policy H-1.4](#)

The City shall promote and affirmatively further fair housing opportunities through the community for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, disability, source of income, veteran or military status, or other characteristics protected by the California Fair Employment and Housing Act (FEHA), Government Code Section 65008, and any other applicable state and federal fair housing and planning law.

Assist in the Development of Affordable Housing

GOAL H-2

Assist in the creation and provision of resources to support housing for lower and moderate income households.

❖ [Policy H-2.1](#)

Increase housing choices for lower and moderate income households. Address disproportionate housing needs and alleviate disproportionate cost burdens on lower and moderate income households by providing more affordable housing units.

Program H-2.1.a: Accessory Dwelling Units (ADU)

The City will modify its Zoning Ordinance to comply with State law regarding ADUs and JADUs and provide for the reduced parking standards, setbacks and other incentives included in the law. The City shall establish a program to encourage the building of ADUs and JADUs, and monitor their development to gauge if they are affordable alternatives for housing. The program will include tracking annual permits, an annual survey of rents in ADUs, and whether any ADUs are accepting housing subsidy or restricting their units to very low or low income households.

- Timing: Zoning amendments June 2022. Monitoring program beginning June 2023.
- Funding Source: General Fund
- Responsible Agency: Design and Development Department

Program H-2.1.b: City-owned Lots

Aggressively pursue development of the City's central-city properties (sites 8 and 13) to generate up to 168 units of extremely low, very low and low income units on these parcels. To implement this program, the City will establish a schedule for Requests for Proposals and include incentives. These incentives may include elimination of Development Impact Fees, financial assistance in the form of land contributions, and density bonuses as provided in the Zoning Ordinance. In addition, the City will consider affordable housing for other City-owned lots in the Village when marketing the land for development, including mixed use projects that combine retail and residential uses. Wherever possible, include 15% affordable units in these projects

- Timing: Annually, beginning with June 2023.
- Funding Source: General Fund
- Responsible Agency: City Manager's Office/Housing

Program H-2.1.c: Creative Housing Solutions

In order to expand the variety of housing options for extremely low and low income households in the City, study, research and pursue the amendments to the Zoning Code and subdivision ordinance that would be required to allow creative housing solutions, including "tiny homes," prefabricated or "kit" homes, shipping container conversions, and other options available in the market as they arise. Present the findings of the research to the Planning Commission and Council for their consideration.

- Timing: Research June 2024. Planning Commission and City Council Study Session no later than June 2025.
- Funding Source: General Fund
- Responsible Agency: Design and Development Department

❖ [Policy H-2.2](#)

Support public, private, and nonprofit efforts in the development of affordable housing.

[Program H-2.2.a: Density Bonus Amendments](#)

Revise the Zoning Ordinance to ensure compliance with Assembly Bill (AB) 2345 as it pertains to Density Bonus requirements.

- Timing: June 2022 regular Zoning Ordinance update
- Funding Source: General Fund
- Responsible Agency: Design and Development Department

❖ [Policy H-2.3](#)

Pursue a variety of forms of private, local, state, and federal assistance to support development of affordable housing.

[Program H-2.3.a: Collaborative Partnerships](#)

The City shall continue to meet with affordable housing development entities to discuss types of incentives available and requirements for obtaining assistance, discuss appropriate sites for housing for extremely low, low and special needs residents, and foster professional collaboration between the City and affordable housing stakeholders.

- Timing: Project-by-project basis, by request, or on an annual basis.
- Funding Source: General Fund
- Responsible Agency: Design and Development Department

[Program H-2.3.b: Mixed Use in the Highway 111 Corridor](#)

In order to take advantage of the high density residential permitted in the Mixed Use overlay, develop a menu of incentives, including reduction in development fees, density bonuses and other provisions for the inclusion of affordable housing units in Mixed Use projects within the Highway 111 Plan area.

- Timing: Menu of incentives, June 2023. As projects are proposed
- Funding Source: General Fund
- Responsible Agency: City Manager's Office/Housing

Program H-2.3.c: Affordable Housing Renter-to-Owner Transition

There are many resources that the City, nonprofits, or for-profit developers may utilize to subsidize the construction and maintenance of affordable housing. Some of the most prominent resources are described below.

- Timing: Update website with funding information and partnership opportunities by June 2022, and every six months thereafter.
- Funding Source: General Fund
- Responsible Agency: City Manager's Office/Housing

Low Income Tax Credits

Low Income Housing Tax Credit (LIHTC) provides federal tax credits for private developers and investors that agree to set aside all or a portion of their units for low income households. A minimum of 20 percent of the units must be affordable to low income households and 40 percent of the units must be affordable to moderate income households.

Community Reinvestment Act

The Community Reinvestment Act provides favorable financing to affordable housing developers. The Redevelopment Agency, development community, and local, regional, and national banks are encouraged to work together to meet their obligations pursuant to the Community Reinvestment Act.

California Housing Finance Agency Program

The California Housing Finance Agency (CHFA) has three single-family programs for primarily moderate and middle income homebuyers: the Home Ownership Assistance Program and the Affordable Housing Partnership Program. Each provides permanent mortgage financing for first-time homebuyers at below-market interest rates.

HOME Funds

HOME is the largest Federal block grant distributed to state and local governments for the creation of lower income housing. Cities apply when Notices of Funding Availability are issued.

Neighborhood Stabilization Program

HUD's Neighborhood Stabilization Program makes emergency assistance grants available to local governments for the acquisition, redevelopment, and renting or resale of foreclosed properties at-risk of abandonment.

Riverside County First-Time Homebuyers Program

Continue participation in the Riverside County First-Time Homebuyers Program for low and moderate income households.

Mortgage Credit Certificate

The Riverside County Mortgage Credit Certificate Program is designed to assist low and moderate income first time homebuyers. Under the Mortgage Credit Certificate Program, first-time homebuyers receive a tax credit based on a percentage of the interest paid on their mortgage. This tax credit allows the buyer to qualify more easily for home loans, as it increases the effective income of the buyer. Under federal legislation, 20 percent of the funds must be set aside for buyers with incomes between 75 and 80 percent of the county median income.

Finance Agency Lease-Purchase Program

Riverside/San Bernardino County Housing Finance Agency Lease Purchase Program provides down payment assistance and closing costs for eligible households up to 140 percent of the area median income.

Housing Choice Voucher (formerly Section 8) Referrals

Housing Choice Vouchers allow lower income households to use rental subsidies anywhere in the County, including La Quinta.

Program H-2.3.d: Sweat Equity and Shared Equity

Continue to work with organizations that offer sweat and shared equity housing programs to lower and moderate income households in La Quinta. Sweat equity and shared equity programs provide lower and moderate income households with ownership assistance. Sweat equity refers to the exchange of time and effort, usually in the form of construction activities, for an affordable ownership opportunity.

- Timing: Meet with CVHC and Habitat for Humanity annually or more frequently (if requested) to identify opportunities for coordinated efforts or potential housing projects.
- Funding Source: General Fund

- Responsible Agency: City Manager’s Office/Housing

Removal of Governmental Constraints to Housing

GOAL H-3

Create a regulatory system that does not unduly constrain the maintenance, improvement, and development of housing affordable to all La Quinta residents.

❖ [Policy H-3.1](#)

Remove unnecessary regulatory constraints to enable the construction or rehabilitation of housing that meets the needs of La Quinta residents, including lower income and special needs residents.

Program 3.1.a: All properties listed in the Affordable Housing Inventory for extremely low, very low and low income units shall have the Affordable Housing Overlay applied. Further, the AHO text shall be amended to allow 30 units per acre and to allow 3 story development. The analysis that accompanies the Zone text amendment shall demonstrate that the development standards being applied to the AHO, including setbacks, height and parking requirements, allow a density of 30 units per acre. Consistent with Government Code Section 65583.2(h) and (i), the AHO will permit owner-occupied and rental multifamily residential use by right for developments in which at least 20 percent of the units are affordable to lower income households during the planning period. These sites shall be zoned with minimum density and development standards that permit at least 16 units per site.

- Timing: October 2022 for Zoning Map and text amendments
- Funding Source: General Fund
- Responsible Agency: Planning Division

❖ [Policy H-3.2](#)

Coordinate the development of affordable housing with the provision of key utilities to ensure prompt and adequate service.

❖ [Policy H-3.3](#)

Incentivize the development of affordable housing to facilitate the development of housing for the City’s lower and moderate income households.

[Program H-3.3.a: Priority Water and Sewer Service](#)

Route the adopted Housing Element to the CVWD and notify them of changes and future updates to the Housing Element. In compliance with state law, the Coachella Valley Water District (CVWD) must create procedures to provide priority water and sewer service to lower income residential project. The law also prohibits the denial or conditioning the approval of service without adequate findings, and requires future water management plans to identify projected water use for lower income residential development.

- Timing: Upon Housing Element adoption
- Funding Source: General Fund
- Responsible Agency: Design and Development Department, Coachella Valley Water District

[Program H-3.3.b: Encourage Lot Consolidation](#)

Although not on the Site's Inventory, several small lots in the Village Commercial would have improved development potential through lot consolidation. The Village Build Out Plan and Zoning Code amendments have been completed to encourage consolidation. The City continues to market its land in the Village, and will also work with private land owners and developers to assemble larger holding to allow multi-family projects which increase the number of residents in the Village. The City will consider potential incentives including fee deferral or reductions, parking requirement reduction, and relief from various other development standards that could potentially increase the cost of the project.

- Timing: As City staff reviews projects in the Village
- Funding Source: General Fund
- Responsible Agency: Design and Development Department

GOAL H-4

Conserve and improve the quality of existing La Quinta neighborhoods and individual properties.

❖ [Policy H-4.1](#)

Protect the quality of La Quinta's neighborhoods through the rehabilitation of both affordable and market-rate homes.

❖ [Policy H-4.2](#)

Promote financial and technical assistance to lower and moderate income households for housing maintenance and improvements.

❖ [Policy H-4.3](#)

Encourage the retention and rehabilitation of existing single-family neighborhoods and mobile home parks that are economically and physically sound.

❖ [Policy H-4.4](#)

Enhance neighborhoods that presently provide affordable housing with drainage, lighting and landscape amenities, and parks and recreation areas. Employ government and non-government resources to preserve and revitalize neighborhoods and communities and thereby provide protection against disinvestment-based displacement.

[Program H-4.4.a: Housing Condition Survey & Monitoring](#)

Complete an inventory of housing conditions (updated approximately every five years) to enable the City to properly target Code Compliance and rehabilitation resources. To better understand the City's housing needs the quality and condition of the housing stock must be inventoried on a regular basis. The inventory should focus on older neighborhoods, such as those south of Calle Tampico, west of Washington Street, and north of Highway 111.

- Timing: Complete by June 2023
- Funding Source: General Fund
- Responsible Agency: Design and Development Department

[Program H-4.4.b: Habitat for Humanity Residential Rehabilitation Program](#)

Complete the Memorandum of Understanding with Habitat for Humanity to implement the "Brush with Kindness" program. The program will be implemented by Habitat volunteers who will donate time for repair and maintenance programs, including yard work, weed abatement, window replacements, roof repairs, and air conditioning repair. Residents will be prioritized to focus on seniors, veterans, the disabled, low and very low income residents, and those in affordably-designated homes. The first-year City contribution will be \$40,000, and the annual amounts will be reviewed every year based on the success of the program.

- Timing: MOU by June 2022, assist 6 households annually through the planning period
- Funding Source: General Fund
- Responsible Agency: Habitat for Humanity, City Manager's Office/Housing

Program H-4.4.c: County of Riverside Home Repair Grant

Refer code violators and interested parties to the County of Riverside for home repair grants. The County of Riverside Economic Development Agency Home Repair Program provides lower income households with up to \$6,000 for home repairs such as a new roof, new air-conditioner, or a handicap ramp. As a jurisdiction in Riverside County, lower income La Quinta households are eligible for this grant.

- Timing: Throughout planning period, refer 5 households annually
- Funding Source: General Fund
- Responsible Agency: Design and Development Department, City Manager's Office/Housing

Program H-4.4.d: Rehabilitation Resources List

Provide a rehabilitation resources list on the affordable housing and code compliance pages of the City's website. Use the list, in online or printed form, as a reference for code violators. Lower and moderate income homeowners may need assistance in affording important home repairs and improvements. The City can assist these households by compiling and sharing a listing of local, state, and federal programs offering rehabilitation assistance.

- Timing: Create list by June 2022. Distribute to 15 households annually.
- Funding Source: General Fund
- Responsible Agency: Design and Development Department, Community Resources Department, City Manager's Office/Housing

Equal Housing Opportunity

GOAL H-5

Provide equal housing opportunities for all persons.

❖ [Policy 5.1](#)

Provide the regulatory framework to create an environment in which housing opportunities are equal.

❖ [Policy 5.2](#)

Encourage and support the enforcement of laws and regulations prohibiting discrimination in lending practices and in the sale or rental of housing.

[Program H-5.2.a:](#) Collaborate and coordinate with government agencies (e.g. Fair Housing Council of Riverside County) and nonprofit groups (e.g. Habitat for Humanity) to support outreach and expansion of lending programs for homeownership among minority populations. Advertise workshops and webinars held by these organizations on financial resources for homeownership on the City website, under News page and Directory of Services (see Program H-5.2.c).

- Timing: Annually (June) with adoption of budget, subject to available funding.
- Funding Source: General Fund
- Responsible Agency: City Manager's Office/Housing

[Program H-5.2.b:](#) Fair Housing Referrals

Continue to refer tenants and landlords to the Fair Housing Council of Riverside County. Provide information on fair housing resources on the City's website and at City Hall. Identify and coordinate with local nonprofits, service organizations and community groups that can assist in distributing fair housing information. Fair housing organizations provide dispute resolution and legal assistance to tenants and landlords in conflict. Such services are particularly important for lower and moderate income households unable to afford counsel.

- Timing: Referral service as needed. Information to be maintained on website
- Funding Source: General Fund
- Responsible Agency: City Manager's Office/Housing

[Program H-5.2.c:](#) Directory of Services

Maintain the online directory of services and information to provide La Quinta residents with contact information for community organizations and service providers that address special needs. While numerous services are available to special

needs and lower income households, it can be difficult to readily have access to these resources. A directory provides the contact information necessary to seek housing assistance.

- Timing: Update website annually
- Funding Source: General Fund
- Responsible Agency: City Manager’s Office/Housing

❖ [Policy 5.3](#)

Encourage support services for the Coachella Valley’s homeless populations through referrals and collaborative efforts with non-profits and other jurisdictions.

[Program H-5.3.a: Regional Facilities for the Homeless](#)

Continue to support and collaborate with the Coachella Valley Association of Governments Homelessness Committee efforts to maintain a regional homeless facility that provides housing as well as supportive services. The Strategic Plan created by the Homelessness Committee establishes a continuum of care for the Coachella Valley.

- Timing: City staff will continue to collaborate with CVAG throughout the planning period and work with the appropriate facilities directly.
- Funding Source: Low and Moderate Income Housing Fund
- Responsible Agency: City Manager’s Office/Housing

❖ [Policy 5.4](#)

Assist in the creation of a continuum of care for the homeless population and those transitioning into permanent housing.

[Program H-5.4.a: Low Barrier Navigation Centers](#)

Review and revise, as necessary, the Zoning Ordinance to ensure compliance with Assembly Bill (AB) 101 as it pertains to Low Barrier Navigation Centers. Modify the definition of “homeless shelter” to include this use.

- Timing: June 2022 at regular Zoning Ordinance update
- Funding Source: General Fund
- Responsible Agency: Design and Development Department

[Program H-5.4.b: Zoning Amendments for Emergency Shelters, Transitional and Supportive Housing](#)

Revise the Zoning Ordinance to require that homeless shelters only be required to provide parking for employees; and that

Transitional and Supportive Housing be permitted uses in the Medium, Medium-High and High density residential zones.

- Timing: June 2022 at regular Zoning Ordinance update
- Funding Source: General Fund
- Responsible Agency: Design and Development Department

❖ [Policy 5.5](#)

Improve quality of life for disabled persons by facilitating relief from regulatory requirements that may create barriers to accessible housing and promoting universal design.

Energy and Water Conservation

GOAL H-6.1

Provide a regulatory framework that facilitates and encourages energy and water conservation through sustainable site planning, project design, and green technologies and building materials.

❖ [Policy H-6.1](#)

Promote higher density and compact developments that increase energy efficiency and reduce land consumption.

❖ [Policy H-6.2](#)

Facilitate housing development and rehabilitation that conserves natural resources and minimizes greenhouse gas emissions.

❖ [Policy H-6.3](#)

Encourage and enforce green building regulations or incentives that do not serve as constraints to the development or rehabilitation of housing.

❖ [Policy H-6.4](#)

Focus sustainability efforts on measures and techniques that also assist the occupant in reducing energy costs; therefore reducing housing costs.

❖ [Policy H-6.5](#)

Use and encourage emerging technologies to reduce high demands for electricity and natural gas including use of passive solar devices and where feasible other renewable energy technologies (e.g., biomass, wind, and geothermal).

Program H-6.5.a: Going Green La Quinta Program

Implement green goals, policies, and programs that accurately represent the City's direction in resource conservation and minimizing greenhouse gas emissions. Implement design standards for residential and commercial structures that encourage solar protection to directly result in energy conservation.

- Timing: As projects are proposed
- Funding Source: General Fund
- Responsible Agency: Design and Development Department

Program H-6.5.b: Energy Conservation Partners

Continue to meet with and seek insight from utilities, service providers, and other entities involved in energy conservation efforts appropriate for La Quinta. In working toward a sustainable La Quinta, the City and its residents will need to collaborate with utilities and service providers. Partnerships with the Coachella Valley Water District, Imperial Irrigation District, Southern California Gas, Burrtec Waste and Recycling Services, Sunline Transit District, Coachella Valley Association of Governments, Southern California Association of Governments and other entities will be an important component of making La Quinta a more livable city.

- Timing: As part of regular coordination meetings with utilities
- Funding Source: General Fund
- Responsible Agency: City Manager's Office, Design and Development Department

Program H-6.5.c: Energy Efficiency Programs

Investigate all potential energy efficiency programs and provide a list of programs on the City's Going Green website. In addition to programs that may become available through IID, investigate other opportunities, including state and federal incentives, and promote them on the Going Green website.

- Timing: Ongoing as programs are identified
- Funding Source: General Fund, IID program funds, and other programs as identified
- Responsible Agency: City Manager's Office, Design and Development Department

Program H-6.5.d: Weatherization Assistance

Encourage low income homeowners or renters to apply for IID and SCG programs, including free energy audits, home weatherization, and utility rebate programs by advertising available programs on the City's website and at City Hall.

- Timing: Advertise annually as program funds are available
- Funding: General Fund
- Responsible Agency: Design and Development Department, City Manager's Office

[CLICK HERE to Return to Agenda](#)

Chapter 9.40 RESIDENTIAL PERMITTED USES

9.40.030 Table of permitted uses.

Table 9-1: Permitted Uses in Residential Districts, following, specifies those areas and structures which are permitted within each residential district. The letters in the columns beneath the district designation mean the following:

"P": Permitted as a principal use within the district.

"PUD": Planned unit development.

"A": Permitted only if accessory to the principal residential use on the site.

"C": Permitted if a conditional use permit is approved.

"M": Permitted if a minor use permit is approved.

"H": Permitted as a home occupation if accessory to the principal residential use and if a home occupation permit is approved.

"S": Permitted if a specific plan is approved per Chapter 9.240.

"X": Prohibited in the district.

Table 9-1 Permitted Uses in Residential Districts

P = Permitted use A = Accessory use C = Conditional use permit PUD = Planned unit development M = Minor use permit H = Home occupation permit S = Specific plan required T= Temporary use permit X = Prohibited use	Very Low Density Residential	Low Density Residential	Cove Residential	Medium Density Residential	Medium-High Density Residential	High Density Residential
Land Use	RVL	RL	RC	RM	RMH	RH
Single-family detached dwellings	P	P	P	P	P	S
Single-family detached patio homes (i.e., "zero lot-line")	PUD	PUD	PUD	PUD	PUD	PUD
Duplexes (two units on the same lot)	PUD	PUD	X	PUD	P	P
Single-family attached dwellings (two units per building with each unit on its own lot)	PUD	PUD	X	PUD	P	P
Townhome dwellings (two or more units per building with each unit on its own lot)	PUD	PUD	X	P	P	P
Condominium multifamily ("airspace" units)	PUD	PUD	X	P	P	P
Apartment multifamily (rental units)	X	X	X	P	P	P
Mobilehome parks	C	C	C	C	C	C
Mobilehome subdivisions and manufactured homes on individual lots, subject to Section	P	P	P	P	P	X S

9.60.180						
Resort residential subject to Section 9.60.310	P	P	X	P	P	P
Guesthouses, subject to Section 9.60.100	A	A	A	A	A	A
Second residential units subject to Section 9.60.090	A	A	A	A	A	A
<i>Group Living and Care Uses</i>						
Child day care facilities as an accessory use, serving 6 or fewer children, subject to Section 9.60.190	A	A	A	A	A	A
Child day care facilities as an accessory use, serving 7—14 children, subject to Section 9.60.190	A	A	A	A	A	A
Congregate living facilities, 6 or fewer persons	P	P	P	P	P	X
Congregate care facility	C	C	C	C	C	C
Residential care facilities, 6 or fewer persons	P	P	P	P	P	P
Senior citizen residences, 6 or fewer persons	P	P	P	P	P	P
Senior group housing, 7 or more persons	X	X	X	M	M	M
Time share facilities, subject to Section 9.60.280	M	M	M	M	M	M
Bed and breakfast inns	M	M	M	M	M	M
Supportive housing	X	X	X	CP	CP	CP
Transitional housing	X	X	X	CP	CP	CP
<i>Open Space and Recreational Uses</i>						
Public parks, playfields and open space	P	P	P	P	P	P
Bicycle, equestrian and hiking trails	P	P	P	P	P	P
Clubhouses and community pools/cabanas	P	P	P	P	P	P
Unlighted tennis and other game courts on private property, subject to Section 9.60.150	A	A	A	A	A	A
Lighted tennis and other game courts on private property, subject to Section 9.60.150	M	M	M	M	M	M
Golf courses and country clubs per Section 9.110.040	P	P	P	P	P	P
Driving range with or without lights	M	M	X	M	M	M
<i>Accessory Uses and Structures</i>						
Home occupations, subject to Section 9.60.110	A	A	A	A	A	A
Cottage food operations, subject to Section 9.60.115	P	P	P	P	P	P
Patio covers, decks, and gazebos, subject to Section 9.60.040	A	A	A	A	A	A
Fences and walls, subject to Section 9.60.030	P	P	P	P	P	P
Satellite dishes and other antennas subject to Section 9.60.080	A	A	A	A	A	A

Swimming pools, spas and cabanas, subject to Section 9.60.070	A	A	A	A	A	A
Garages and carports, subject to Section 9.60.060	A	A	A	A	A	A
Keeping of household pets, subject to Section 9.60.120	A	A	A	A	A	A
On lots of 1 acre or more, the noncommercial keeping of hooved animals, fowl (except roosters) and rabbits, subject to Section 9.60.120. Hooved animals include horses, sheep, goats, pot bellied pigs, and similar. The keeping of horses is subject to Section 9.140.060 and limited to one horse per 2.5 acres.	A	A	X	X	X	X
Other accessory uses and structures which are customarily associated with and subordinate to the principal use on the premises and are consistent with the purpose and intent of the zoning district.	A	A	A	A	A	A
<i>Agricultural Uses</i>						
Tree crop farming; greenhouses	P	X	X	X	X	X
Field crop farming	P	M	X	X	X	X
Produce stands, subject to Section 9.100.100	P	T	X	X	X	X
<i>Temporary Uses</i>						
Garage sales	A	A	A	A	A	A
Construction and guard offices, subject to Section 9.60.200	A	A	A	A	A	A
Use of relocatable building	M	M	M	M	M	M
Model home complexes and sales offices, subject to Section 9.60.240	M	M	M	M	M	M
Special outdoor events, subject to Section 9.60.170	M	M	M	M	M	M
Parking of recreational vehicles, subject to Section 9.60.130	A	A	A	X	X	X
<i>Other Uses</i>						
Churches, temples and other places of worship	C	C	C	C	C	C
Museum or gallery displaying sculpture, artwork or crafts, including schools for above, on 20 acres or more	M	M	M	M	M	M
Community recreational vehicle storage lots, noncommercial	A	A	X	A	A	A
Communication towers and equipment (freestanding, new towers) subject to Chapter 9.170	C	C	C	C	C	C

Communication towers and equipment (co-location, mounted to existing facility) subject to Chapter 9.170	M	M	M	M	M	M
Utility substations and facilities	M	M	M	M	M	M
Public flood control facilities and devices	P	P	P	P	P	P
Other principal, accessory or temporary uses not in this table.	Director or planning commission to determine whether use is permitted in accordance with Section 9.20.040.					

(Ord. 584 § 2, 2020; Ord. 550 § 1, 2016; Ord. 538 § 2, 2016; Ord. 523 § 1, 2015; Ord. 515 § 1, 2013; Ord. 512 § 1, 2013; Ord. 492 § 1, 2011; Ord. 480 § 1, 2010; Ord. 466 § 1, 2009; Ord. 445 § 1, 2007; Ord. 414 § 1, 2005; Ord. 394 § 2, 2003; Ord. 325 § 1, 1998; Ord. 299 § 1, 1997; Ord. 284 § 1, 1996)

Chapter 9.60 SUPPLEMENTAL RESIDENTIAL REGULATIONS

9.60.090 Accessory dwelling units.

- A. Purpose. This section provides standards and criteria for the establishment of accessory dwelling units and junior accessory dwelling units ~~within residential districts~~, consistent with California Government Code Section 65852.2, subdivision (a)(1) and 65852.22. Accessory dwelling units shall be permitted only in the zones that allow single family or multifamily uses: RVL, RL, RC, RM, RMH, ~~and~~ RH, CR, CP, CC, CN, TC, CO and VC zone districts. Junior accessory dwelling units are permitted in single family zones: RVL, RL, RC, RM, RMH, and RH zone districts.
- B. Definitions. See Chapter 9.280. For purposes of this section, "second residential unit," "second dwelling unit," "second unit," and "granny flat" as defined in Section 9.280.030 (or successor section) shall not apply, and, instead, "accessory dwelling unit" as defined in California Government Code Section 65852.2(i)(4) (or successor section in the Government Code) shall apply. An accessory dwelling unit shall be either "attached" or "detached" to the primary residence as described in Government Code Section 65852.2(i)(4) (or successor statute). In addition, the following definitions shall apply for purposes of this section:
1. *"Junior accessory dwelling unit"* means a unit that is no less than one hundred fifty (150) square feet and no more than five hundred (500) square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.
 2. *"Living area"* shall have the same meaning as California Government Code Section 65852.2(i)(1) (or successor section in the Government Code), notwithstanding any provision in Section 9.280.030 of this code to the contrary.

3. ~~"Primary residence" shall have the same meaning as "dwelling, single-family detached" or "single-family detached dwelling" main or Primary residence" as defined in Section 9.280.030 (or successor section).~~
 4. ~~"Public transit" means a location, including but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes and are available to the public (consistent with Government Code Section 65852.2, subdivision (j)(9). public mass transit that has a major transit stop or bus stop along a high quality transit corridor as described in California Public Resources Code Section 21155(b) (or successor statute).~~
- C. Standards for Accessory Dwelling Units. ~~Subject to allowances set forth in subsection D,~~
The following standards shall apply to accessory dwelling units:
1. ~~Except as provided in Government Code Section 65852.26, the accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.~~
 2. ~~The lot is zoned to allow single-family or multifamily dwelling use and includes a proposed or existing dwelling.~~
 3. ~~The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.~~
 4. ~~The total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the primary dwelling or 800 square feet if the primary dwelling is less than 1,600 square feet.~~
 5. ~~The total floor area for a new detached accessory dwelling unit shall not exceed 1,200 square feet.~~
 6. ~~An accessory dwelling unit shall include a kitchen and bathroom.~~
 7. ~~An efficiency unit as defined by Section 17958.1 of the California Health and Safety Code must be a minimum of 150 square feet.~~
 8. ~~No passageway shall be required in conjunction with the construction of an accessory dwelling unit.~~
 9. ~~No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.~~
 10. ~~The building code requirements in effect at the time a building permit is secured shall apply to detached dwellings.~~
 11. ~~The accessory dwelling unit must be approved by the Riverside County Department of Environmental Health and the Regional Water Quality Control Board where a private sewage disposal system is being used or proposed.~~
 12. ~~Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.~~
 - a. ~~Off-street parking shall be permitted in setback areas or through tandem parking, unless specific findings are made that parking in setback areas or~~

- tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
- b. There shall be no additional parking requirement for an accessory dwelling unit in any of the following instances:
 - i. The accessory dwelling unit is located within one-half mile walking distance of public transit.
 - ii. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - iii. The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
 - iv. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - v. When there is a car share vehicle located within one block of the accessory dwelling unit.
 - c. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, those off-street parking spaces need not be replaced.
13. One accessory dwelling unit and one junior accessory dwelling unit is permitted per lot with a proposed or existing single-family dwelling if all of the following apply:
- a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.
 - b. The space has exterior access from the proposed or existing single-family dwelling.
 - c. The side and rear setbacks are sufficient for fire and safety.
 - d. The junior accessory dwelling unit complies with the requirements of California Government Code Section 65852.22.
14. One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subsection D, if it complies with the following:
- a. A total floor area limitation of not more than 800 square feet.
 - b. A height limitation of 16 feet.
15. Multiple accessory dwelling units are permitted within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.
- a. One accessory dwelling unit is permitted within an existing multifamily dwelling and up to 25 percent of the existing multifamily dwelling units may contain an accessory dwelling unit.
 - b. Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling are permitted, and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.
16. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

17. An accessory dwelling unit that is rented must be rented for terms longer than 30 days. Under no circumstances shall an accessory dwelling unit be eligible for a Short Term Vacation Rental permit.
18. In the event of any conflicts between the standards set forth in this section and those set forth in the regulations of the applicable zoning district, the provisions of this section shall prevail.
19. The applicant shall pay to the city all applicable fees imposed on such new development of an accessory dwelling unit or new or rehabilitated primary residence that will include an accessory dwelling unit, provided, however, that no impact fee shall be imposed upon the development of an accessory dwelling unit less than 750 square feet, and any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

- ~~1. An accessory dwelling unit shall be consistent with the provisions of the applicable zoning district in which it is constructed.~~
- ~~2. An accessory dwelling unit shall only be permitted on a lot in which the primary residence and all other structures thereon conform to all minimum requirements of the applicable zoning district.~~
- ~~3. The lot shall contain an existing primary residence at the time an application for an accessory dwelling unit is submitted, or the application for the accessory dwelling unit may be made in conjunction with the development of the primary residence.~~
- ~~4. The accessory dwelling unit must either be attached to, or located within the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure; or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.~~
- ~~5. Prior to issuance of occupancy approval of the accessory dwelling unit, the city shall require the property owner to enter into a restrictive covenant with the city that the accessory dwelling unit shall not be sold, or title thereto transferred separate from that of the lot or the primary residence; and that the accessory dwelling unit shall be rented for terms longer than thirty (30) days.~~
- ~~6. The maximum increase in gross floor area of an attached accessory dwelling unit shall not exceed fifty percent (50%) of the existing primary residence.~~
- ~~7. The minimum gross floor area of an accessory dwelling unit shall be four hundred (400) square feet, except that the minimum gross floor area of an accessory dwelling unit that qualifies as an efficiency unit under California Health and Safety Code Section 17958.1 (or successor statute) shall be one hundred fifty (150) square feet.~~
- ~~8. The maximum gross floor area of a detached accessory dwelling unit shall not exceed one thousand two hundred (1,200) square feet.~~
- ~~9. An accessory dwelling unit shall have no more than two (2) bedrooms.~~

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- ~~10. The accessory dwelling unit shall be architecturally compatible with the primary residence and surrounding residential neighborhood. If a dispute arises whether the accessory dwelling unit is architecturally compatible with the primary residence, review of the application for the accessory dwelling unit shall be processed as any other design review application under the code but limited to the determination of architectural compatibility. For purposes of this section, "architecturally compatible" means that the accessory dwelling unit generally has the same or substantially similar architectural style, construction and structure materials, paint palette or scheme, and other prominent design features, as the primary residence.~~
 - ~~11. No attached accessory dwelling unit shall cause the height of the primary residence to exceed the height limitation for the applicable zoning district. If the attached accessory dwelling unit is not located above any portion of an existing primary residence, the maximum height of the accessory dwelling unit shall not exceed the height of the primary residence.~~
 - ~~12. A detached accessory dwelling unit shall not exceed seventeen (17) feet in height nor more than one (1) story.~~
 - ~~13. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four (4) feet from the side and rear lot lines shall be required for an accessory unit that is constructed not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.~~
 - ~~14. An attached accessory dwelling unit may have a separate entrance; provided, however, in no event shall any external stairwell be placed within the front or side yard setback.~~
 - ~~15. An accessory dwelling unit shall contain separate kitchen and bathroom facilities.~~
 - ~~16. All attached and detached accessory dwelling units shall be equipped with approved smoke detectors conforming to the latest Uniform Building Code standards, mounted on the ceiling or wall at a point centrally located in an area giving access to rooms used for sleeping purposes.~~
 - ~~17. In addition to the required parking for the primary residence, one (1) additional off-street parking space shall be provided per accessory unit or per bedroom of the accessory unit, whichever is less, on the same lot as the accessory dwelling unit. One (1) parking space shall be provided for each efficiency unit as defined under California Health and Safety Code Section 17958.1 (or successor statute). Subject to the allowances in subsection D, no variance or adjustment shall be granted to allow substandard parking spaces or locations.~~
 - ~~18. All construction, structural alterations or additions made to create an accessory dwelling unit shall comply with current building, electrical, fire, plumbing and zoning code regulations.~~
 - ~~19. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.~~

- ~~— 20. In the event of any conflicts between the standards set forth in this section and those set forth in the regulations of the applicable zoning district, the provisions of this section shall prevail.~~
- ~~— 21. The applicant shall pay to the city all applicable fees imposed on such new development of an accessory dwelling unit or new or rehabilitated primary residence that will include an accessory dwelling unit.~~
- ~~— 22. The city manager or authorized designee may add other conditions, consistent with general law and applicable state and city standards, as necessary to preserve the health, safety, welfare and character of the residential neighborhood; provided, however, that such conditions shall not unreasonably restrict the ability of an applicant to create an accessory dwelling unit.~~

D. Standards for Junior Accessory Dwelling Units. The following standards shall apply for junior accessory dwelling units:

~~Allowances for Qualifying Accessory Dwelling Units. In accordance with California Government Code Section 65852.2, as amended the following allowances apply for qualifying accessory dwelling units:~~

- ~~1. Parking Requirement Exemptions. If one (1) or more of the following criteria is met: (a) a proposed accessory dwelling unit is located within one half (½) mile walking distance of public transit; (b) a proposed accessory dwelling unit is located within an architecturally and historically significant historic district; (c) a proposed accessory dwelling unit is part of an existing primary residence or existing accessory structure; (d) the occupant of a proposed accessory dwelling unit would be required to obtain an on-street parking permit from the city; or (e) a proposed accessory dwelling unit is located within one (1) block of a car-share vehicle station or parking area; then the applicant for an accessory dwelling unit may be exempted from the parking requirements under the zone for which the proposed accessory dwelling unit is located. Nothing in this subsection, however, exempts the primary residence from complying with all parking requirements under the zone in which the primary residence is located. Furthermore, nothing in this subsection exempts the owner of the lot from complying with all parking requirements for fire safety, including access to the lot by front and rear setbacks that are to be clear of obstructions.~~
- ~~2. For purposes of this subsection D, "existing accessory structure" means "accessory building or structure" as defined in Section 9.280.030, that exists on the lot with an existing primary residence at the time of submittal for any application relating to the proposed accessory dwelling unit.~~

E. Standards for Junior Accessory Dwelling Units.

- 1. Junior accessory dwelling units shall be limited to one (1) per residential lot zoned for single-family residences with a single-family residence already built or proposed to be built, on the lot.
- 2. The single-family residence in which the junior accessory dwelling unit will occur must be owner-occupied. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

3. Prior to issuance of occupancy approval of the accessory dwelling unit, the city may require the property owner to enter into a restrictive covenant with the city prohibiting the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers; and restricting the size and attributes of the junior accessory dwelling unit that conforms with this section.
 4. A junior accessory dwelling unit must be constructed within the walls of the proposed or existing single-family residence.
 5. A junior accessory dwelling shall provide a separate entrance from the main entrance to the proposed or existing single-family residence.
 6. A junior accessory dwelling unit shall include an efficiency kitchen, which shall include all of the following:
 - a. A cooking facility with appliances, and
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
 7. Parking: A junior accessory dwelling unit shall not require parking in addition to that required for the proposed or existing single-family residence.
 8. For the purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.
- F. A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing. The director, or his/her designee, shall act on the application within sixty (60) days from the date the application is found complete if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the director may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the issuance of a building permit for the new single-family dwelling. If the applicant requests a delay, the sixty (60)-day time period shall be tolled for the period of the delay.
- G. If an application for an accessory dwelling unit or junior accessory dwelling unit is submitted or required to be submitted with any other applications that require or permit ministerial or discretionary review under the code, nothing in this section precludes the processing and review of those other applications pursuant to those other provisions in the code.

(Ord. 588 § 2(Exh. A), 2-2-2021; Ord. 561 § 1, 2017; Ord. 550 § 1, 2016; Ord. 445 § 2, 2007; Ord. 299 § 1, 1997; Ord. 284 § 1, 1996)

9.60.180 Manufactured housing and mobile homes.

- A. Purpose. This section is intended to provide standards and criteria for the placement, design, and construction of manufactured, modular and mobile homes in residential districts consistent with Section 65852.3 et seq. of the State Government Code.

- B. Definition. See Chapter 9.280. For purposes of simplicity, the term manufactured home is used in this section.
- C. Mobile Home Parks. In accordance with Section 65852.7 of the State Government Code, mobile home parks are permitted in all residential districts if a conditional use permit is approved. Development standards for such parks shall be as follows: minimum thirty percent (30%) common open area and minimum perimeter setbacks of twenty (20) feet at any point and twenty-five (25) feet average over the entire perimeter.
- D. Individual Manufactured Homes. ~~In accordance with Section 65852.3 et seq. of the State Government Code,~~ individual mobile homes ~~may be~~ permitted as permanent ~~or temporary~~ dwellings on single-family lots within the RVL, RL, RC, RM, and RMH districts.
- E. ~~Minor Use Permit Required. Approval of a minor use permit by the planning commission shall be required prior to the placement of a manufactured home on a single-family lot subject to the provisions of Section 9.210.025. The permit shall not be approved unless the director finds that the dwelling meets Mobilehomes must meet the same development standards as provided for single-family homes for each district as set forth in Chapter 9.50 and elsewhere in this code ~~in addition to the standard findings for approval of a site development permit per Section 9.210.010.~~~~

(Ord. 584 § 2, 2020; Ord. 550 § 1, 2016; Ord. 325 § 1, 1998; Ord. 299 § 1, 1997; Ord. 284 § 1, 1996)

9.60.260 Density bonuses for affordable housing.

- A. Purpose and Application. The purpose of this section is to (1) establish procedures for implementing state density bonus requirements, as set forth in California Government Code Section 65915, as amended, (2) increase the production of affordable housing, consistent with the city's goals, objectives, and policies and (3) implement the provisions of the city's general plan housing element policies and programs relating to the provision of affordable housing. When an applicant seeks a density bonus for a housing development, or for the donation of land for housing, within the city's jurisdiction, the city shall provide the applicant incentives or concessions for the production of housing units and child daycare facilities as prescribed in this section.
- B. Definitions. See Chapter 9.280. Also, the following definitions shall apply to this section:
 - 1. "Applicant" means a developer or applicant for a density bonus pursuant to Government Code Section 65915, subdivision (b), of the California Government Code and subsection C of this section.
 - 2. "Development standard" includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other City condition, law, policy, resolution, or regulation.
 - 23. "Housing development," means one (1) or more groups of projects for residential units in the planned development of the city. "Housing development" also includes

a subdivision or common interest development, as defined in Section 1351 of the California Civil Code, approved by the city and consisting of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Government Code Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units.

4. "Located within one-half mile of a major transit stop" means that any point on a proposed development, for which an applicant seeks a density bonus, other incentives or concessions, waivers or reductions of development standards, or a vehicular parking ratio pursuant to this section, is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.
5. "Lower income student" means a student who has a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the Education Code. The eligibility of a student to occupy a unit for lower income students under this section shall be verified by an affidavit, award letter, or letter of eligibility provided by the institution of higher education in which the student is enrolled or by the California Student Aid Commission that the student receives or is eligible for financial aid, including an institutional grant or fee waiver from the college or university, the California Student Aid Commission, or the federal government.
6. "Major transit stop" has the same meaning as defined in subdivision (b) of Section 21155 of the Public Resources Code.
 7. "Maximum allowable residential density" means the density allowed under the zoning ordinance and land use element of the general plan, or, if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. If the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail.
38. "Qualified mobile home park" means a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code.
49. "Senior citizen housing development" means senior citizen housing as defined in Sections 51.3 and 51.12 of the California Civil Code.
510. "Specific adverse impact" means any adverse impact as defined in paragraph (2), subdivision (d), of Government Code Section 65589.5, upon public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to low- and moderate-income households.

11. "Total units" or "total dwelling units" means a calculation of the number of units that:

- a. Excludes a unit added by a density bonus awarded pursuant to this section.
- b. Includes a unit designated to satisfy an inclusionary zoning requirement.

C. Qualifications for Density Bonus and Incentives and Concessions.

1. The city shall grant one (1) density bonus as specified in subsection G of this section, and incentives or concessions as described in subsection E, when an applicant seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one (1) of the following:
 - a. Ten percent of the total units of a housing development for rental or sale to lower income households, as defined in Section 50079.5 of the Health and Safety Code.
 - b. Five percent of the total units of a housing development for rental or sale to very low income households, as defined in Section 50105 of the Health and Safety Code.
 - c. A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.
 - d. Ten percent of the total dwelling units of a housing development are ~~sold for~~ rental or sale to persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code ~~provided that all units in the development are offered to the public for purchase.~~
 - e. Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.
 - f. Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:
 - i. All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subclause, the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city, county, or city and county that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered

into pursuant to this subclause is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.

- ii. The applicable 20-percent units will be used for lower income students.
- iii. The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type. Ten-percent (10%) of the total units of the housing development as affordable housing units affordable to lower income households; or
- iv. The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person's homeless status may verify a person's status as homeless for purposes of this subclause.

For purposes of calculating a density bonus granted pursuant to this subparagraph, the term "unit" as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years.

- g. 100 percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code.~~b. Five percent (5%) of the total units of the housing development as affordable housing units affordable to very low income households; or~~
 - ~~c. A senior citizen housing development; or~~
 - ~~d. A qualified mobile home park; or~~
 - ~~e. Ten percent (10%) of the total units of a common interest development as affordable housing units affordable to moderate income households, provided that all units in the development are offered to the public for purchase subject to the restrictions specified in this section.~~
2. As used in subsection (C)(1) of this section, the term "total units" does not include units permitted by a density bonus awarded pursuant to this section or any other local law granting a greater density bonus.
 3. Election of Density Bonus Category. Each applicant who requests a density bonus pursuant to this section shall elect whether the bonus shall be awarded on the basis of subsection a, b, c, d, ~~e, f-~~ e-f-g of subsection (C)(1). Each housing development is entitled to only one (1) density bonus, which may be selected based on the percentage of either very low affordable housing units, lower income

affordable housing units or moderate income affordable housing units, or the development's status as a senior citizen housing development, ~~student housing development~~ or qualified mobile home park. Density bonuses from more than one (1) category may not be combined.

4. Previous Density Bonuses. The density bonus provisions shall not apply to any parcel or project area which has previously been granted increased density through a general plan amendment, zone change or other permit to facilitate affordable housing.

D. Continued Affordability.

1. Prior to the issuance of building permits for any dwelling unit, an applicant shall enter into a written agreement with the city to ensure and guarantee the continued affordability of all low and very low income units that qualified the applicant for the award of the density bonus for a period of ~~thirty-fifty-five (3055)~~ years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. Rents for affordable housing units for lower income households shall be set at an affordable rent. Owner-occupied affordable housing units shall be available at an affordable housing cost.

- a. The terms and conditions of the agreement shall run with the land, shall be binding upon all successors in interest of the applicant, and shall be recorded in the office of the Riverside County Recorder.

- b. The agreement shall also include the following provisions:

- i. The applicant shall grant the city the continuing right of refusal to purchase or lease any or all of the designated units at fair market value;

- ii. The deeds to the designated units shall contain a covenant stating that the applicant or the applicant's successor in interest shall not sell, rent, lease, sublet, assign, or otherwise transfer (whether voluntarily, involuntarily or by operation of law) any interest in such unit without written approval of the city, confirming that the sales price or lease/rent amount of the unit is consistent with the limits established for low- and very-low income households as adjusted by the Consumer Price Index; and

- iii. The city shall also have the authority to enter into other agreements with the applicant or purchases or lessees of the dwelling units as may be necessary to assume that the designated dwelling units are continuously occupied by eligible households.

2. Prior to the issuance of building permits for any dwelling unit, an applicant shall agree to, and the city shall ensure, that the initial occupant of moderate-income units that are related to the receipt of the density bonus ~~in a common interest development~~, are persons and families of moderate income and that the units are offered at an affordable housing cost. With respect to moderate-income units ~~in a common interest development~~, the city shall require the applicant to enter and shall enforce an equity-sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following shall apply to the equity-sharing agreement:

- a. Upon resale, the seller of the moderate-income unit ~~in a common interest development unit~~ shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy and its proportionate share of appreciation, which shall then be used within five (5) years for any of the purposes that promote homeownership as described in subdivision (e) of Section 33334.2 of the California Health and Safety Code.
- b. For purposes of this subsection (D)(2), the city's initial subsidy shall be equal to the fair market value of the moderate-income unit ~~in a common interest development~~ at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.
- c. For purposes of this subsection (D)(2), the city's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the moderate-income unit ~~in a common interest development~~ at the time of initial sale.
- d. The applicant shall grant the city a right of first refusal to purchase any or all of the designated units at fair market value, which right of first refusal shall apply to subsequent sellers.

E. Incentives and Concessions.

1. An applicant for a density bonus may also submit to the city a proposal for specific incentives or concessions in exchange for the provision of affordable housing units in accordance with this section. The applicant may also request a meeting with the city to discuss such proposal. The city shall grant the concession or incentive requested by the applicant unless the city makes a written finding, based upon substantial evidence, of either of the following:
 - a. The concession or incentive is not required in order to provide for affordable housing costs or for rents for the targeted units to be set as specified in subsection D of this section (i.e., the applicant is unable to demonstrate that the waiver or modification is necessary to make the housing units economically feasible); or
 - b. The concession or incentive would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5 of the Health and Safety Code, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.
 - c. The concession or incentive would be contrary to state or federal law.
2. If the conditions of subsection C and subsection 1 of this subsection E are met by an applicant, the city may grant an applicant applying for incentives or concessions the following number of incentives or concessions:
 - a. One (1) incentive or concession for housing developments that include: At least ten percent (10%) of the total units affordable to lower income

households; or at least five percent (5%) of the total units affordable to very low income households; or at least ten percent (10%) of the total units affordable to persons and families of moderate income in a ~~common-interest development~~development in which the units are for rental or sale.

- b. Two (2) incentives or concessions for housing developments that include: At least ~~twenty-seventeen~~ percent (~~2017~~%) of the total units affordable to lower income households; or at least ten percent (10%) of the total units affordable to very low income households; or at least twenty percent (20%) of the total units affordable to persons and families of moderate income in a development in which the units are for rental or sale. ~~common-interest development.~~
 - c. Three (3) incentives or concessions for housing developments that include: At least ~~thirty-twenty-four~~ percent (~~3024~~%) of the total units for lower income households; or at least fifteen percent (15%) for very low income households; or at least thirty percent (30%) for persons and families of moderate income in a development in which the units are for rental or sale.~~common-interest development.~~
 - d. Four (4) incentives or concessions if the project includes 100% affordable housing units, excluding the manager's unit. If, ~~and~~ the project is within one-half mile of a major transit stop, ~~and~~ the applicant shall also receive a height increase of up to three additional stories, or 33 feet.
 - e. One incentive or concession for projects that include at least twenty (20) percent of the total units for lower income students in a student housing development.
3. For the purposes of this section, available concessions or incentives may include any of the following:
- a. A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the California Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable, financially sufficient, and actual cost reductions.
 - b. Approval of mixed use zoning in conjunction with the housing development if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing development will be located.
 - c. Other regulatory incentives or concessions proposed by the applicant or the city that result in identifiable, financially sufficient, and actual cost reductions.
 - d. For purposes of this section, the parking ratios set forth in Government Code Section 65915 (and subsection K of this section) for qualified affordable housing projects shall be deemed a concession or incentive available to the applicant.

4. This subsection does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly-owned land, by the city or the waiver of fees or dedication requirements. Nor does any provision of this subsection require the city to grant an incentive or concession found to have a specific adverse impact.
5. The granting of a concession or incentive shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.
6. The application and review process for a proposal of incentives and concessions is set forth in subsection L of this section.

F. Waiver/Modification of Development Standards.

1. Applicants may, by application, seek a waiver, modification or reduction of development standards that will otherwise preclude or inhibit the use of density bonus units in a housing development at the densities or with the concessions or incentives permitted by this section. The applicant may also request a meeting with the city to discuss such request for waiver/modification. In order to obtain a waiver/modification of development standards, the applicant shall show that (a) the waiver or modification is necessary to make the housing units economically feasible, and (b) that the development standards will have the effect of precluding the construction of a housing development meeting the criteria of subsection (C)(1), at the densities or with the concessions or incentives permitted by this section.
2. Nothing in this subsection shall be interpreted to require the city to waive, modify or reduce development standards if the waiver, modification or reduction would have a specific adverse impact.
3. The application and review process for a waiver/modification of development standards is set forth in subsection L of this section.
4. Waiver or Reduction of Development Standards.
 - a. In no case may the city apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subsection C at the densities or with the concessions or incentives permitted by this section. An applicant may submit to the city a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subsection C at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require the city to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subsection (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require the city to waive or reduce development standards that would have an adverse impact on any real

property that is listed in the California Register of Historical Resources or to grant any waiver or reduction that would be contrary to state or federal law.

- b. A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subsection C.
- G. Specified Density Bonus Percentages. Only housing developments consisting of five (5) or more dwelling units are eligible for the density bonus percentages provided by this subsection. The amount of density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subsection (C)(1).
- 1. For housing developments meeting the criteria of subsection (C)(1)(a), the density bonus shall be calculated as follows:

Percentage Low-Income Units	Percentage Density Bonus
10	20
11	21.5
12	23
13	24.5
14	26
15	27.5
<u>16</u>	<u>29</u>
17	30.5
18	32
19	33.5
20	35 (maximum)
<u>21</u>	<u>38.75</u>
<u>22</u>	<u>42.5</u>
<u>23</u>	<u>46.25</u>
<u>24</u>	<u>50</u>

- 2. For housing developments meeting the criteria of subsection (C)(1)(b), the density bonus shall be calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35 (maximum)
<u>12</u>	<u>38.75</u>
<u>13</u>	<u>42.5</u>
<u>14</u>	<u>46.25</u>
<u>15</u>	<u>50</u>

3. For housing developments meeting the criteria of subsection (C)(1)(c) and (~~de~~), the density bonus shall be twenty percent (20%).
4. For housing developments meeting the criteria of subsection (C)(1)(f), the density bonus shall be thirty-five percent (35%).
5. For housing development meeting the criteria of subsection (C)(1)(g), the following shall apply:
 - i. The density bonus shall be 80 percent of the number of units for lower income households.
 - ii. If the housing development is located within one-half mile of a major transit stop, the city shall not impose any maximum controls on density.
4. For housing developments meeting the criteria of subsection (C)(1)(~~ed~~), the density bonus shall be calculated as follows:

Percentage Moderate Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23
29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	31
37	32
38	33
39	34
40	35 (maximum)
<u>41</u>	<u>38.75</u>

<u>42</u>	<u>42.5</u>
<u>43</u>	<u>46.25</u>
<u>44</u>	<u>50</u>

5. An applicant may elect to accept a lesser percentage of density bonus than that to which the applicant is entitled under this section. All density bonus calculations resulting in a fractional number shall be rounded upwards to the next whole number. The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.
 6. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.
 7. The application and review process for a density bonus as provided by this section is set forth in subsection L of this section.
- H. Land Donation. When a developer of a housing development donates land to the city as provided for in this subsection, the applicant shall be entitled to a fifteen percent (15%) increase above the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan for the entire housing development, as follows:

Percentage Very Low Income Units	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35 (maximum)

This increase shall be in addition to any increase in density mandated by subsection C, up to a maximum combined mandated density increase of thirty-five percent (35%), if an applicant seeks both the increase required pursuant to this subsection and subsection C. All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subsection shall be construed to enlarge or diminish the city's authority to require an applicant to donate land as a condition of development.

1. An applicant shall be eligible for the increased density bonus described in this section if the city is able to make all the following findings:
 - a. The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.
 - b. The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than ten percent (10%) of the number of residential units of the proposed development.
 - c. The transferred land is at least one (1) acre in size or of sufficient size to permit development of at least forty (40) units, has the appropriate general plan designation, is appropriately zoned for development as affordable housing, and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible. No later than the date of approval of the final subdivision map, parcel map, or development application for the housing development, the transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of very low income housing units on the transferred land, except that the city may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Government Code Section 65583.2 if the design is not reviewed by the local government prior to the time of transfer.
 - d. The transferred land and the very low income units constructed on the land will be subject to a deed restriction ensuring continued affordability of the units consistent with this section, which restriction will be recorded on the property at the time of dedication.
 - e. The land is transferred to the city or to a housing developer approved by the city. The city may require the applicant to identify and transfer the land to such city-approved developer.
 - f. The transferred land shall be within the boundary of the proposed development or, if the city agrees in writing, within one-quarter ($\frac{1}{4}$) mile of the boundary of the proposed development.
 - g. A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.
2. The application and review process for a donation of land and related density bonus is set forth in subsection L of this section.

I. Child Daycare Facilities.

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1. When an applicant proposes to construct a housing development that includes affordable units as specified in subsection C and includes a child daycare facility that will be located on the premises of, as part of, or adjacent to such housing development, the city shall grant either of the following if requested by the developer.
 - a. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child daycare facility.
 - b. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child daycare facility.
 2. A housing development shall be eligible for the density bonus or concession described in this subsection if the city, as a condition of approving the housing development, requires all of the following to occur:
 - a. The child daycare facility will remain in operation for a period of time that is as long as or longer than the period of time during which the affordable housing units are required to remain affordable pursuant to subsection D.
 - b. Of the children who attend the child daycare facility, the percentage of children of very low income households, lower income households, or moderate income households shall be equal to or greater than the percentage of affordable housing units that are proposed to be affordable to very low income households, lower income households, or moderate income households.
 - c. Notwithstanding any requirement of this subsection, the city shall not be required to provide a density bonus or concession for a child daycare facility if it finds, based upon substantial evidence, that the community already has adequate child daycare facilities.
 3. The application and review process for the provision of child daycare facilities and related density bonus or concessions or incentives is set forth in subsection L of this section.
- J. Condominium Conversions. Any developer converting condominiums of a housing development of five (5) units or more who seeks a density bonus, shall make such application in conjunction with its tract map application pursuant to the Subdivision Map Act, Section 9.60.260 of this code and consistent with Government Code Section 65915.5. Any appeal of any concession or incentive or review by the planning commission or city council shall automatically require an appeal of the underlying map to that body. An applicant shall be ineligible for a density bonus or other incentives under this section if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were provided under Government Code Section 65915.
- K. By-Right Parking Incentives. Housing developments meeting any of the criteria of subsection (C)(1), shall be granted the following maximum parking ratios, inclusive of handicapped and guest parking, which shall apply to the entire development, not just the restricted affordable units, when requested by a developer:
1. Zero (0) to one (1) bedroom dwelling unit: one (1) onsite parking space;

2. Two (2) to three (3) bedrooms dwelling unit: ~~two (2)~~one and one-half (1½) onsite parking spaces;
3. Four (4) or more bedrooms: two and one-half (2½) parking spaces.

If the total number of spaces required results in a fractional number, it shall be rounded up to the next whole number. For purposes of this subsection, a development may provide "onsite parking" through tandem parking or uncovered parking, but not through on-street parking.

If a development includes at least 20 percent low-income units or at least 11 percent very low income units and is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then, upon the request of the developer, the city shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per unit.

If a development includes at least 40 percent moderate-income units and is located within one-half mile of a major transit stop, and the residents of the development have unobstructed access to the major transit stop from the development then, upon the request of the developer, the city shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests, that exceeds 0.5 spaces per bedroom.

For purposes of this subdivision, "unobstructed access to the major transit stop" means a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this subparagraph, "natural or constructed impediments" includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

If a development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, then, upon the request of the developer, the city shall not impose vehicular parking standards if the development meets either of the following criteria:

- a. The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development.
- b. The development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

If a development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, and the development is either a special needs housing development, as defined in Section 51312 of the Health and Safety Code, or a supportive housing development, as defined in Section 50675.14 of the Health and Safety Code, then, upon the request of the developer, the city shall not impose any minimum vehicular parking requirement. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

L. Application and Review Procedures.

1. A written application for a density bonus, incentive, concession, waiver, or modification pursuant to this section shall be submitted with the first application that is submitted for approval of a housing development and processed concurrently with all other applications required for the housing development. Notwithstanding any other requirements, affordable housing projects processed under this section shall require approval of a conditional use permit, subject to the requirements of Government Code Section 65589.5(d). The application shall be submitted on a form prescribed by the city and shall include at least the following information:
 - a. Site plan showing total number of units, number and location of affordable housing units, and number and location of proposed density bonus units.
 - b. Level of affordability of affordable housing units and proposals for ensuring affordability.
 - c. A specific description of any requested incentives, concessions, waivers or modifications of development standards, or modified parking standards. The application shall include evidence that the requested incentives and concessions are required for the provision of affordable housing costs and/or affordable rents, as well as evidence relating to any other factual findings required under subsection E.
 - d. If a density bonus or concession is requested in connection with a land donation, the application shall show the location of the land to be dedicated and provide evidence that each of the findings included in subsection H can be made.
 - e. If a density bonus or concession/incentive is requested for a childcare facility, the application shall show the location and square footage of the child daycare facilities and provide evidence that each of the findings included subsection I can be made.
2. An application for a density bonus, incentive or concession pursuant to this section shall be considered by and acted upon by the approval body with authority to approve the housing development and subject to the same administrative appeal procedure, if any. In accordance with state law, neither the granting of a concession, incentive, waiver, or modification nor the granting of a density bonus shall be interpreted, in and of itself, to require a general plan amendment, zoning change, variance, or other discretionary approval.
3. For housing developments requesting a waiver, modification or reduction of a development standard, an application pursuant to this subdivision shall be heard by the planning commission. A public hearing shall be held by the planning commission and the commission shall issue a determination. Pursuant to Government Code Section 65915, the planning commission shall approve the requested waiver/modification or reduction of development standards, unless one (1) of the following conditions applies:
 - a. The waiver/modification is not required to make the proposed affordable housing units feasible; or
 - b. The waiver/modification will have a specific adverse impact.

The decision of the planning commission may be appealed to the city council in the manner provided in Section 9.200.120 of the La Quinta Municipal Code.

4. Notice of any city determination pursuant to this section shall be provided to the same extent as required for the underlying development approval.

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Chapter 9.80 NONRESIDENTIAL PERMITTED USES

9.80.020 Table of permitted uses.

- A. Uses and Structures Permitted. Table 9-5, Permitted Uses in Nonresidential Districts, following, specifies those uses and structures which are permitted within each nonresidential district. The letters in the columns beneath the district designations mean the following:
 1. "P": Permitted as a principal use within the district.
 2. "A": Permitted only if accessory to the principal use on the site.
 3. "C": Permitted as a principal or accessory use if a conditional use permit is approved.
 4. "M": Permitted if a minor use permit is approved.
 5. "T": Permitted as a temporary use only.
 6. "X": Prohibited in the district.
 7. "S": Permitted under a specific plan.
- B. Uses Not Listed in Table. Land uses which are not listed in Table 9-5 are not permitted unless the planning or the planning commission determines that such use is within one (1) of the permitted use categories listed (e.g., principal use, conditional use, etc.) in accordance with Section 9.20.040.

Table 9-5 Permitted Uses in Nonresidential Districts

P = Permitted use A = Accessory use C = Conditional use permit M = Minor use permit T = Temporary use permit X = Prohibited use		Regional <small>Commercial</small>	Commercial <small>Professional</small>	Community <small>Commercial</small>	Neighborhood <small>Commercial</small>	Tourist <small>Commercial</small>	Office <small>Commercial</small>	Major <small>Community</small>	Village <small>Commercial</small>
Land Use		CR	CP	CC	CN	CT	CO	MC	VC
<i>Retail Uses</i>									

Retail stores under 10,000 sq. ft. floor area per business	P	P	P	P	P	P	X	P
Retail stores ¹ , 10,000–50,000 sq. ft. floor area	P	P	P	P	X	X	X	P
Retail stores ¹ , over 50,000 sq. ft. floor area	P	C	M	X	X	X	X	X
Food, liquor and convenience stores under 10,000 sq. ft. floor area, open less than 18 hours/day ²	P	A	P	P	A	A	X	P
Food, liquor and convenience stores under 10,000 sq. ft. floor area, open 18 or more hours/day ²	M	X	M	M	M	X	X	M
Plant nurseries and garden supply stores, with no propagation of plants on the premises, subject to Section 9.100.110 (Outdoor storage and display)	P	X	P	P	X	X	X	P
Showroom/catalog stores, without substantial on-site inventory	P	P	P	X	X	X	X	X
<i>General Services</i>								
Barbershops, beauty, nail and tanning salons and similar uses	P	A	P	P	P	A	X	P
Miscellaneous services such as travel services, photo and video services, shoe repair, appliance repair, and similar uses	P	A	P	P	P	A	X	P
Laundromats and dry cleaners, except central cleaning plants	P	X	P	P	P	X	X	M
Printing, blueprinting and copy services	P	P	P	P	P	P	X	P
Pet grooming—without overnight boarding	P	X	P	P	P	X	X	P
<i>Office and Health Services</i>								
Banks	P	X	P	P	P	P	X	P
General and professional offices	P	P	P	P	P	P	P	P
Medical offices—physicians, dentists, optometrists, chiropractors and similar practitioners, 3 or fewer offices in one building	P	P	P	P	P	P	X	P
Medical centers/clinics—four or more offices in one building	P	X	P	C	X	P	X	P
Surgicenters/medical clinics	P	P	P	C	X	P	X	X
Hospitals	C	X	X	X	X	X	C	X
Convalescent hospitals	C	X	C	X	X	X	C	X
Veterinary clinics/animal hospitals and pet boarding (indoor only)	M	M	M	M	X	X	X	M
<i>Dining, Drinking and Entertainment Uses</i>								
Restaurants, other than drive-through	P	A	P	P	P	X	A	P
Restaurants, drive-through	P	A	P	X	P	X	X	X

Restaurants, counter take-out with ancillary seating, such as yogurt, ice cream, pastry shops and similar	P	P	P	P	P	X	A	P
Bars and cocktail lounges	M	M	M	M	M	X	X	M
Dance clubs and nightclubs	C	C	C	X	C	X	X	C
Dancing or live entertainment as an accessory use	A	A	A	A	A	X	X	A
Theaters, live or motion picture	P	X	M	M	M	X	A	M
Tobacco shops without onsite smoking, as per the provisions of the Heath and Sanitation Code	P	X	P	P	A	X	X	P
Cigar lounges, hookah bars, and similar uses with onsite smoking, as per the provisions of the Health and Sanitation Code	M	X	M	M	A	X	X	M
<i>Recreation Uses</i>								
Bowling alleys	P	X	P	X	P	X	X	C
Pool or billiard centers as a principal use	C	C	C	X	C	X	X	C
Pool or billiard tables as accessory use (3 tables or less)	A	A	A	A	A	A	X	A
Game machines as an accessory use	A	A	A	A	A	A	X	A
Golf courses and country clubs (see GC district permitted uses, Chapter 9.120)	X	X	X	X	A	X	X	X
Driving range unlighted	P	A	C	X	P	A	P	X
Tennis clubs or complexes	C	A	C	X	X	A	C	X
Health clubs, martial arts studios, and dance studios, 5,000 sq. ft. floor area or less	P	P	P	P	P	P	P	P
Health clubs, martial arts studios, and dance studios, over 5,000 sq. ft. floor area	M	M	M	M	M	M	M	M
Libraries	P	P	P	P	P	P	P	P
Museum	P	P	P	P	P	P	P	P
Arts and crafts studios, including classes	P	P	P	P	P	P	P	P
Parks, unlighted playfields and open space	P	P	P	P	P	P	P	P
Lighted playfields	X	X	X	X	X	X	C	C
Bicycle, equestrian and hiking trails	P	P	P	P	P	P	P	P
Indoor pistol or rifle ranges	X	C	X	X	X	X	X	X
Indoor or outdoor commercial recreation centers	M	M	M	M	M	M	X	M
Ice skating rinks	M	M	M	X	M	X	M	X
<i>Assembly Uses</i>								
Lodges, union halls, social clubs and community centers	P	P	P	P	X	X	P	P
Churches, temples and other places of worship	M	M	M	M	X	M	X	M
Mortuaries and funeral homes	M	M	M	X	X	X	X	X

<i>Public and Semipublic Uses</i>								
Fire stations	P	P	P	P	P	P	P	P
Government offices and police stations	P	P	P	P	P	P	P	P
Communication towers and equipment (freestanding, new towers) subject to Chapter 9.170	C	C	C	C	C	C	C	C
Communication towers and equipment (co-location, mounted to existing facility) subject to Chapter 9.170	M	M	M	M	M	M	M	M
Electrical substations	X	M	X	X	X	X	M	X
Water wells and pumping stations	P	P	P	P	P	P	P	P
Reservoirs and water tanks	X	X	X	X	X	X	P	X
Public flood control facilities and devices	P	P	P	P	P	P	P	P
Colleges and universities	C	M	X	X	X	M	C	C
Vocational schools, e.g., barber, beauty and similar	M	C	C	X	X	C	C	C
Private elementary, intermediate and high schools	C	C	C	C	C	C	C	C
Helicopter pads	X	X	X	X	C	X	C	X
Public or private kennels and animal shelters (with indoor or outdoor pet boarding)	X	C	X	X	X	X	C	X
<i>Residential, Lodging and Child Daycare Uses</i>								
Existing single family home	X	X	X	X	X	X	X	P
Townhome and multifamily dwelling as a primary use ^{3,4}	C	C	C	C	C	C	X	C
Residential as an accessory use, e.g., caretaker residences per Section 9.100.160	M	M	M	M	M	M	M	M
Child daycare facilities, centers and preschools as a principal use, subject to Section 9.100.240 (also see Accessory Uses)	M	M	M	M	X	M	M	M
Senior group housing	X	X	X	X	X	X	X	M
Rooming and boarding houses	X	X	X	X	X	X	X	M
Single room occupancy (SRO) hotels, subject to Section 9.100.250	C	X	X	X	X	X	X	X
Emergency <u>and homeless</u> shelters <u>and Low Barrier Navigation Centers</u>	P	P	P	P	P	P	P	X
Transitional shelters <u>and supportive housing</u> for homeless persons or victims of domestic abuse	C	X	X	X	X	X	C	X
Single-family residential	X	X	X	X	X	X	X	X
Mixed-use projects subject to Section 9.110.120	P	P	P	P	P	P	X	P
RV rental parks and ownership/membership parks	X	X	X	X	M	X	X	X

Resort residential, subject to Section 9.60.310	S	X	C	X	P	X	X	P
Hotels and motels	P	X	P	X	P	X	X	P
Timeshare facilities, fractional ownership, subject to Section 9.60.280	P	X	P	X	P	X	X	P
<i>Automotive, Automobile Uses⁵</i>								
Golf cart, neighborhood electric vehicle (NEV), and electric scooter sales	P	P	P	M	X	X	X	M
Automobile service stations, with or without minimart subject to Section 9.100.230	C	C	C	C	X	X	X	C
Car washes	M	M	M	X	X	X	X	X
Auto body repair and painting; transmission repair	X	C	X	X	X	X	X	X
Auto repair specialty shops, providing minor auto maintenance: tire sales/service, muffler, brake, lube and tune-up services	C	C	C	X	X	X	X	X
Auto and motorcycle sales and rentals	M	M	X	X	X	X	X	X
Used vehicle sales, not associated with a new vehicle sales facility, as per Section 9.100.260	C	C	X	X	X	X	X	X
Truck, recreation vehicle and boat sales	C	C	X	X	X	X	X	
Auto parts stores, with no repair or parts installation on the premises	P	P	P	P	X	X	X	P
Auto or truck storage yards, not including dismantling	X	C	X	X	X	X	X	X
Private parking lots/garages as a principal use subject to Chapter 9.150, Parking	C	C	C	X	C	C	X	C
<i>Warehousing and Heavy Commercial Uses⁵</i>								
Wholesaling/distribution centers, general warehouses with no sales to consumers	C	P	X	X	X	X	X	X
Mini-storage	X	X ⁶	X	X	X	X	X	X
Lumber yards, outdoor (see retail stores for indoor lumber sales)	X	M	X	X	X	X	X	X
Pest control services	M	P	X	X	X	X	X	X
Contractor offices, public utility and similar equipment/storage yards	X	M	X	X	X	X	P	X
Central cleaning or laundry plants	X	X	X	X	A	X	X	X
<i>Industrial and Research Uses</i>								
Indoor manufacture and assembly of components or finished products	X	P	X	X	X	X	X	X
Research and development	P	P	X	X	X	X	X	X
Recording studios	M	P	X	X	X	X	X	M
Bottling plants	X	P	X	X	X	X	X	X
Recycling centers as a primary use, collection	X	C	X	X	X	X	C	X

and sorting only, subject to Section 9.100.190								
Off-site hazardous waste facilities	X	C	X	X	X	X	X	X
<i>Accessory Uses and Structures</i>								
Construction and guard offices, subject to Section 9.100.170	P	P	P	P	P	P	P	P
Portable outdoor vendor uses subject to Section 9.100.100	M	M	M	M	M	M	M	M
Swimming pools as an accessory use	A	A	A	A	A	A	A	A
Indoor golf or tennis facilities as an accessory use	A	A	A	A	A	A	A	A
Outdoor golf or tennis facilities as an accessory use	M	M	M	M	M	M	M	M
Antennas and satellite dishes, subject to Section 9.100.070	A	A	A	A	A	A	A	A
Reverse vending machines and recycling dropoff bins, subject to Section 9.100.190	A	A	A	A	X	X	A	M
Incidental on-site products or services for employees or businesses, such as child day care, cafeterias and business support uses	A	A	A	A	A	A	A	A
Other accessory uses and structures which are customarily associated with and subordinate to the principal use on the premises and are consistent with the purpose and intent of the zoning district, as determined by the director	A	A	A	A	A	A	A	A
<i>Temporary Uses</i>								
Christmas tree sales, subject to Section 9.100.080	T	T	T	T	X	X	T	T
Halloween pumpkin sales, subject to Section 9.100.080	T	T	T	T	X	X	T	T
Stands selling fresh produce in season, subject to Section 9.100.090	T	T	T	T	X	X	T	T
Sidewalk sales, subject to Section 9.100.120	T	T	T	T	T	T	X	T
Temporary outdoor events, subject to Section 9.100.130	T	T	T	T	T	T	T	T
Use of relocatable building, subject to Section 9.100.180	T	T	T	T	T	T	T	T
Holiday period storage subject to Section 9.100.145	M	M	M	M	M	M	M	M
<i>Other Uses</i>								
Sexually oriented businesses, subject to Section 9.110.080 ⁷	C	X	X	X	X	X	X	X
Medical marijuana dispensaries	X	X	X	X	X	X	X	X

Other uses not listed in this table: per Section 9.20.040, director or planning commission to determine whether use is permitted								
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Notes:

¹ Unless use is specifically listed elsewhere in this table.

² With no consumption of alcohol on the premises.

³ If part of a mixed-use project per Section 9.140.090.

⁴ If not part of a mixed use project: Subject to Section 9.30.070 (RH, High Density Residential District) for density.

⁵ Subject to Section 9.100.110, Outdoor storage and display.

⁶ Mini-storage warehousing operating on December 17, 2008 (the effective date of the ordinance codified in this section), are considered legal, conforming land uses. Existing facilities may be reconstructed if damaged, and may be modified or expanded within the boundaries of the lot on which they occur as of December 17, 2008 with approval of a site development permit. Any modification or expansion shall conform to the development standards for the commercial park zoning district contained in Chapter 9.90, Nonresidential Development Standards.

⁷ Property must also be located within the SOB (sexually oriented business) overlay district.

(Ord. 584 § 2, 2020; Ord. 562 § 1, 2017; Ord. 550 § 1, 2016; Ord. 538 § 4, 2016; Ord. 523 § 1, 2015; Ord. 492 § 1, 2011; Ord. 480 § 1, 2010; Ord. 472 § 1, 2009; Ord. 471 § 2, 2009; Ord. 466 § 1, 2009; Ord. 449 § 1, 2007; Ord. 429 § 1, 2006; Ord. 414 § 1, 2005; Ord. 397 § 1, 2004; Ord. 325 § 1, 1998; Ord. 307 § 1, 1997; Ord. 299 § 1, 1997; Ord. 284 § 1, 1996)

Chapter 9.100 SUPPLEMENTAL NONRESIDENTIAL REGULATIONS

9.100.280 Emergency and homeless shelters, Low Barrier Navigation Centers.

A. Purpose.

1. To ensure the zoning code facilitates emergency and homeless shelters under the Housing Accountability Act (California Government Code Section 65589.5) and in accordance with the requirements set forth in California Government Code Section 65583, as amended.
2. To provide zoning, development, and management procedures for emergency and homeless shelters.
3. To implement the city's general plan housing element policies and programs relating to the provision of emergency and homeless shelters.

B. Definitions. See Chapter 9.280.

C. Development Standards.

1. The maximum capacity of an emergency or homeless shelter shall be twenty (20) beds or persons.
2. On site management and security shall be provided on a twenty-four (24)-hour/seven (7) day per week basis.

3. Residency in an emergency or homeless shelter shall be limited to six (6) months or less per individual.

D. Low Barrier Navigation Centers: A Low Barrier Navigation Center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, if it meets the following requirements:

1. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
2. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
3. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
4. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

Chapter 9.110 SPECIAL PURPOSE/OVERLAY DISTRICTS

9.110.100 AHO Affordable Housing Overlay District.

- A. Purpose and Intent.
1. To permit the development of affordable housing at higher densities within commercial zones and other specified residential sites while maintaining consistency with underlying base land use designations.
 2. To provide increased and enhanced housing opportunities for low and very low income residents.
 3. To accommodate the city's regional housing need.
 4. To encourage lot consolidation and maximize the housing potential of vacant and underutilized sites.
 5. To provide mixed use nodes that minimize vehicle trips and enhance proximity to services and mass transit, consistent with implementation measures CI-13 and ND-4 of the city's greenhouse gas reduction plan, as well as transportation demand management principles.
 6. To allow owner-occupied and rental multi-family residential units by right for developments with at least 20% of the units affordable to low, very low or extremely low income households at a density of at least 20 units per acre, and at

least 16 units per site, consistent with Government Code Section 65583.2(h) and (i).

B. Development Standards. See Table 9-9. In addition:

1. Density: Minimum 20 units per acre; maximum 36 units per acre.

2. Minimum livable floor area excluding garage shall be six hundred (600) square feet.

~~2. Minimum project distance buffer from Highway 111 shall be three hundred (300) feet.~~

3. Minimum common area open space shall be thirty percent (30%).

C. District Boundaries. The boundaries of the AHO overlay district shall include the CC, CP, CN, CR, and VC districts and other sites identified on the official zoning map.

(Ord. 577 § 1, 2019; Ord. 550 § 1, 2016; Ord. 512 § 1, 2013)

Chapter 9.130 SPECIAL PURPOSE DEVELOPMENT STANDARDS

9.130.010 Table of development standards.

Table 9-9 contains standards for development of property within special purpose districts:

Table 9-9 Special Purpose District Development Standards

Development Standard		District								
		PR	GC	OS	FP	HC	EOD	AHO	A/ER	MU
Minimum building site		n/a	n/a	n/a	*	20,000 sf	***	1 acre	10,000 sf/20,000 sf multifamily	1 acre
Minimum lot frontage		n/a	n/a	n/a	n/a	100 ft.	n/a	100	100	n/a
Maximum structure height (ft.) ¹		28	28	28	*	28	***	40	28	** *
Maximum lot coverage		n/a	n/a	n/a	n/a	30%	n/a	60%	40%	** *
Maximum number of stories		2	2	2	*	2	***	4	2	** *
Minimum setbacks		n/a	n/a	n/a	n/a	Front: 30 Int./Ext. Side: 10/20 Rear: 30	n/a	Front: 20 -10 Int./Ext. Side: 10 /15 Rear: 20 -10	Front: 30 Garage: 20 Side: 20 Rear: 30	** *
Minimum perimeter building/landscape setbacks	From Highway 111 right-of-way	50/50	50/50	50/50	50/50	50/50	50/50	n/a	***	** *
	From perimeter street ROWs	30	30	30	*	10' min, 20' average	***	10' min, 20' average	20	** *
	From all	30/	30/	30/	30/	30/20	30/	***	***	**

(ft.) ² , t ⁴	image corridor ³ rights-of-way (except Hwy 111) and from all major and primary arterials	20	20	20	20		20			*
	From abutting residential property or districts	30	30	30	*	**	***	***	***	** *
	From abutting commercial and other nonresidential property or districts	20	20	20	*	**	***	***	***	** *
	Minimum setback from interior property lines within the same project ⁴	0	0	0	*	**	***	***	***	** *
	Parking and signs	See Chapters 9.150 and 9.160								
	Fences and walls	See Section 9.100.030								
	Landscaping and screening	See Sections 9.100.040 and 9.100.050								

Notes:

* As required for needed flood control structures.

** As provided in the HC supplemental regulations, Section 9.140.040.

*** As provided in the underlying base district regulations, subject to the additional requirements of the overlay district in Chapter 9.140.

¹ Not including basements. Also, notwithstanding above table, the maximum structure height equals 22 feet for all buildings within 150 feet of any General Plan image corridor and major or primary arterials. Any proposed building height over 22 feet requires minor use permit approval and shall not exceed a maximum building height of the existing zone.

- ² Landscape setback shall consist of landscaped area within the building setback. Number given is minimum landscaped setback from the street right-of-way. The remaining building setback may contain parking, driveways and similar facilities.
- ³ The image corridors as identified in the General Plan.
- ⁴ In the AHO, for interior yards, 5 feet minimum plus 1 foot additional setback for every foot of building height above 28 feet, or fraction thereof, up to a maximum setback of 15 feet when said height above 17 feet is located between 5 and 10 feet from said side yard property line. If the building is over 28 feet in height, the setback is 10 feet plus 1 foot for every foot over 28 feet in height or fraction thereof, to a maximum setback of 15 feet. The additional setback may be provided entirely at grade level or may be a combination of at grade and airspace above the 28-foot building height.

(Ord. 588 § 2(Exh. A), 2-2-2021; Ord. 550 § 1, 2016; Ord. 512 § 1, 2013; Ord. 445 § 4, 2007; Ord. 284 § 1, 1996)

Chapter 9.140 SUPPLEMENTAL SPECIAL PURPOSE REGULATIONS

9.140.080 AHO affordable housing overlay regulations.

- A. Applicability. The AHO overlay district and the provisions of this section apply to all areas of the city containing the "AHO" overlay designation on the official zoning map. These include the CC, CP, NC, CR, and VC commercial zones, and other sites, as designated on the zoning map. These regulations shall apply in addition to the regulations of the underlying base district. In case of conflict between the base district and the AHO regulations, the AHO regulations shall control.
- B. Definitions. See Chapter 9.280.
- C. Permitted Uses. See Section 9.120.020.
 - 1. Any use permitted, either expressly or by conditional use permit, in the underlying zone;
 - 2. Affordable housing residential units on lots one (1) acre or greater in size, including those that are stand-alone, next to, and/or above nonresidential uses.
- D. Development Standards, All Residential Uses. See Section 9.130.010.
(Ord. 577 § 1, 2019; Ord. 550 § 1, 2016; Ord. 512 § 1, 2013)

9.140.100 Agricultural/equestrian overlay.

- A. Permitted Uses.

Table 9-10 Permitted Uses in the Agricultural/Equestrian Residential District

LAND USE	
<i>Residential Uses</i>	
Single-family detached dwellings	P
Farmworker housing	C
Mobile home parks	C
Mobile home subdivisions and mobilehomes or manufactured homes on individual lots	P
Child daycare facilities as an accessory use, serving 8 or fewer children, subject to Section 9.60.190	A
Child daycare facilities as an accessory use, serving 9—14 children, subject to Section 9.60.190	M
Caretaker's residence	P
<i>Open Space and Recreational Uses</i>	
Public parks playfields and open space	P
Bicycle, equestrian and hiking trails	P

Tennis court or other game court as an accessory use associated with a private residence	P
Tennis court or other game court for public use	M
Golf course and country club, with or without driving range	P
Driving range with or without lights	C
<i>Accessory Uses and Structures</i>	
Home occupations, subject to Section 9.60.110	H
Patio covers, decks and gazebos, subject to Section 9.60.040	A
Fences and walls, subject to Section 9.60.030	A
Satellite dishes and other antennas subject to Section 9.60.080	A
Swimming pools, spas and cabanas, subject to Section 9.60.070	A
Guest houses, subject to Section 9.60.010 M	A
Second units, "granny flats" and employee quarters, subject to Section 9.60.090 M	A
Garages and carports, subject to Section 9.60.060	A
Keeping of animals, subject to Section 9.60.120	A
<i>Equestrian and Agricultural Uses</i>	
Stables, private	P
Stables, commercial or riding academy	C
Polo grounds, including stables, clubhouse	C
Veterinary offices and hospitals	C
The grazing and breeding of cattle, horses, llamas, or other farm stock or animals, not including hogs, not to exceed five animals per acre of all the land available	P
The grazing and breeding of sheep or goats, not to exceed 15 animals per acre of all land available	P
Farms for rabbits, fish, frogs, chinchilla or other small animals	P
Nurseries, greenhouses, orchards, aviaries, apiaries	P
Tree crop farming	P
Field crop or turf farming	P
Winery and incidental uses with established vineyard	P
Produce stands, subject to Section 9.100.100	P
The drying, packing, canning, freezing and processing of produce resulting from permitted uses when such activity is conducted within permanent buildings and structures	P
Noncommercial raising of hogs, not to exceed two per acre	P
Community auctions and sales yards (2-acre minimum)	C
Feed stores	C
Kennels and catteries, 5 to 10 animals	M
Kennels and catteries, 10 to 25 animals on 1-acre minimum	C
Menageries	C
Commercial composting facilities	C
<i>Other Uses</i>	

Guest ranches and bed and breakfasts	C
Restaurants	C
Fraternal lodge halls	C
Churches, temples and other places of worship	C
Schools	C
Libraries	C
Public utility facilities	P
Communication towers and equipment subject to Chapter 9.170	C

- B. Designation on Zoning Map. When the A/ER overlay district is used, the zoning designation on the official zoning map shall consist of the base district symbol followed by the overlay district symbol enclosed in parentheses. For example, RL (A/ER).
- C. Development Standards, Residential Uses. See Table 9-9.
- D. Development Standards, All Nonresidential Uses.
 - 1. All buildings shall be limited to two (2) stories in height and a maximum of thirty-five (35) feet, measured from the finished Grade 6 of the pad.
 - 2. Setbacks. The following minimum setbacks shall apply from the property line:
 - Pasture: zero (0) feet
 - Accessory buildings: twenty (20) feet
 - Accessory structures: twenty (20) feet
 - Manure storage: twenty-five (25) feet
 - 3. Fencing. Properties containing one (1) or more uses may be fenced to a maximum of six (6) feet. Permitted fencing materials include chain link, cement block, wood, wrought iron or tubular steel. Razor wire or concertina wire is permitted for those uses listed under "Equestrian and Agriculture Uses" in Table 9-10.
 - 4. Parking. Parking shall be provided as required by Chapter 9.150.
 - 5. Lighting. All lighting shall comply with Sections 9.60.160 and 9.100.150.
 - 6. Loudspeakers. Loudspeaker systems or other amplified sound are limited to operation or use between 8:00 a.m. and 10:00 p.m. unless otherwise specified by an approved conditional use permit.
- E. "Right to Farm" Intent and Policies.
 - 1. Intent. It is the intent of the city to conserve, protect and encourage the development, improvement, and continued viability of its agricultural land and industries for the long-term production of food and other agricultural products, and for the economic well-being of the city's residents. It is also the intent of the city to balance the rights of farmers to produce food and other agricultural products with the rights of non-farmers who own, occupy, or use land within or adjacent to agricultural areas. It is the intent of this section is to reduce the loss to the area of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance. Nothing in this chapter shall be construed to limit the right of any owner of real property to request that the

city consider a change in the zoning classification of his or her property in accordance with the procedures set forth in the La Quinta Development Code.

2. Policies.

- a. No agricultural activity, operation, or facility, or appurtenances thereof, in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three (3) years if it was not a nuisance at the time it began.
- b. This section shall not invalidate any provision contained in the Health and Safety Code, Fish and Game Code, Food and Agricultural Code, or Division 7 (commencing with Section 13000) of the Water Code of the State of California, if the agricultural activity, operation, or facility, or appurtenances thereof, constitutes a nuisance, public or private, as specifically defined or described in any such provision.

3. This section is not to be construed so as to modify abridge the state law set out in the California Civil Code relative to nuisances, but rather it is only to be utilized in the interpretation and enforcement of the provisions of county ordinances and regulations.

F. Notice to Buyers of Land.

1. The director shall cause the following notice to be included on all tentative land division proposed that lies partly or wholly within, or within three hundred (300) feet of any land zoned for primarily agricultural purposes:

Lot(s) No. _____, as shown on this map, is (are) located partly or wholly within, or within three hundred (300) feet of land zoned for primarily agricultural purposes by the County of Riverside and the City of La Quinta. It is the declared policy of the City of La Quinta that no agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes in the city, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after the same has been in operation for more than three (3) years, if it was not a nuisance at the time it began. The term "agriculture activity, operation, or facility, or appurtenances thereof" includes all uses permitted in the Agricultural Overlay District, and includes, but is not limited to, equestrian activities, the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity, including timber, viticulture, apiculture, or horticulture, the raising of livestock, for bearing animals, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market.

2. The city engineer shall cause the notice described in paragraph 1 of this subsection to be included on any final land division proposed for recordation that lies partly or wholly within, or within three hundred (300) feet of, any land zoned for primarily agricultural purposes.

- G. Preservation of Agricultural Land Uses in Perpetuity. Any land owner wishing to continue a land use listed in Table 9-10, Permitted Uses in the Agricultural/Equestrian Residential District, may, at any time, exercise his or her rights under Chapter 9.190, Transfer of Development Rights.

(Ord. 550 § 1, 2016; Ord. 489 § 1, 2011; Ord. 368 § 1, 2002)

Chapter 9.150 PARKING

9.150.070 Spaces required by use.

- A. Land Uses Not Listed. If no provisions for the required number of off-street parking spaces are set forth in Tables 9-11 or 9-12 of this section or the provisions are not clear for a specific use, the decision-making authority for the applicable use or project shall determine the number of parking spaces required.
- B. Parking for Residential Land Uses. Table 9-11 contains the minimum number of parking spaces required for each type of residential land use. Whenever any commercial or industrial use is located on a building site that is also used for residential purposes, parking facilities shall be provided in conformance with Section 9.150.070 (Shared Parking).
- C. Parking for Nonresidential Land Uses.
1. Adequate Parking Required. All nonresidential land uses shall provide off-street parking in compliance with this subsection and with Table 9-12 unless modified by the provisions contained in Section 9.150.050. Table 9-12 sets forth the minimum and maximum requirements for each use. It shall be the responsibility of the developer, owner or operator of any use to provide adequate off-street parking.
 2. Bicycle Parking. In addition to the automobile parking spaces required per Table 9-12, bicycle parking shall be provided for certain nonresidential uses in accordance with subsection (C)(3) of this section.

Table 9-11 Parking for Residential Land Uses

Land Use	Minimum Off-Street Parking Requirement	Additional Requirements
Single-family detached, single-family attached and duplexes	2 spaces per unit in a garage plus 0.5 guest spaces per unit if no on-street parking is available	For all single-family residential zones except RC, parking in excess of the minimum required may be tandem
	In a garage, tandem parking may be used to meet the above-stated minimum required parking in the RC district only	
Employee quarters	1 space per unit. This space shall not be	

	tandem.	
Apartments, townhomes and condominiums:		All parking spaces shall be distributed throughout the site to ensure reasonable access to all units.
(1) Studio	1 covered space per unit, plus 0.5 guest spaces per unit	
(2) One- and two-bedroom	2 covered spaces per unit plus 0.5 guest spaces per unit	
(3) Three or more bedroom	3 covered spaces per unit plus 0.5 covered spaces per each bedroom over three, plus 0.5 guest spaces per unit	
Mobilehome parks	2 covered spaces/unit, which may be in tandem, plus 0.5 guest spaces per unit	
Senior housing (excluding single family units)	1 covered space per unit, plus 0.5 guest spaces per unit	
Senior group housing/senior citizen hotels and congregate care facilities	0.5 covered spaces per unit plus 0.5 guest spaces per unit	
<i>Lodging and Child Daycare Uses</i>		
Bed and breakfast inns	1 space per guest room plus parking for residents as required by this code.	
Boardinghouse, roominghouse, and single room occupancy hotels	1 space per sleeping room	
Child daycare centers, including preschools and nursery schools	1 space per staff member plus 1 space per 5 children. Parking credit may be given if queuing area for more than 4 cars is provided, but resulting parking shall be not less than 1 per staff member plus 1 per 10 children	Stacking analysis may be required to define a drop-off facility that accommodates at least 4 cars in a continuous flow, preferably one-way, to safely load and unload children
Recreational vehicle parks	1 automobile parking space on each recreational vehicle lot plus 1 space per 20 recreational lots for	

	visitors	
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Table 9-12 Parking for Nonresidential Land Uses

Land Use	Minimum Off-Street Parking Requirement	Maximum Off-Street Parking Requirement	Additional Requirements
<i>Commercial Uses</i>			
Bars and cocktail lounges	1 space per 50 sq. ft. GFA including indoor/outdoor seating areas (see also Restaurants)	1 space per 25 sq. ft. GFA including indoor/outdoor seating areas (see also Restaurants)	
Lumberyards and nurseries	1 space per 1,000 sq. ft. GFA indoor area, plus 1 space per 1,000 sq. ft. of outdoor display or sale area	1 space per 500 sq. ft. GFA indoor area, plus 1 space per 1,000 sq. ft. of outdoor display or sale area	
Model home complexes	10 spaces	N/A	
Personal service establishments	3 spaces per 1,000 s.f.	4 spaces per 1,000 s.f.	
Restaurants:			
(1) Conventional sit-down, including any bar area	1 space per 125 sq. ft. GFA including indoor and outdoor seating areas	1 space per 75 sq. ft. GFA including indoor and outdoor seating areas	
(2) Drive-through and fast food	1 space per 100 sq. ft. GFA, including indoor and outdoor seating areas, but not less than 10 spaces.	N/A	
(1) General retail uses under 100,000 sq. ft. GFA	1 space per 300 sq. ft. GFA	1 space per 250 sq. ft. GFA	For shopping centers, freestanding

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(2) General retail uses 100,000 sq. ft. GFA and greater	1 space per 350 sq. ft. GFA	1 space per 300 sq. ft. GFA	restaurants and non-freestanding restaurant space in excess of 20% of the total shopping center GFA shall be computed separately using the applicable restaurant parking ratio(s)
Furniture and appliance stores	1 space per 1000 sq. ft. GFA	1 space per 750 sq. ft. GFA	
Warehouses, storage buildings or structures used exclusively for storage	1 space per 2,000 sq. ft. of gross area for storage purposes	1 space per 1,000 sq. ft. of gross area for storage purposes	
Mini-storage facilities	1 space per 5,000 sq. ft. plus 2 spaces for any caretaker's unit	N/A	
<i>Office and Health Care Uses</i>			
Convalescent hospitals, nursing homes, children's homes and sanitariums	1 space per 4 beds based on the resident capacity of the facility as listed on the required license or permit		Minimum 30% of required spaces shall be covered by a trellis or carport structure See also senior group housing (senior citizen hotels) under residential uses
General offices, other than medical, dental, banks, savings and loans, credit unions and	1 space per 300 sq. ft. GFA	1 space per 250 sq. ft. GFA	Minimum 30% of required spaces shall be covered by a trellis or carport

similar financial institutions			structure Rates are for office uses only. If ancillary uses are included, such as restaurants or retail establishments, parking for such uses must be provided per their applicable rates
Hospitals	1.75 spaces per bed		
Medical or dental offices/clinics	1 space per 200 sq. ft. GFA	1 space per 175 sq. ft. GFA	Minimum 30% of required spaces shall be covered by a trellis or carport structure
Veterinary hospitals and clinics	1 space per 400 sq. ft. GFA exclusive of overnight boarding areas	1 space per 300 sq. ft. GFA exclusive of overnight boarding areas	
<i>Automotive Uses</i>			
Automobile repair facilities	1 space per 250 sq. ft. of sales area	1 space per 200 sq. ft. of sales area, plus 2 spaces per service bay	
Automobile Fueling:		N/A	
(1) Without retail sale of beverage and food items	1 space per 500 sq. ft. GFA		
(2) With retail sale of beverage and food items	1 space per 400 sq. ft. GFA		
Automobile, truck,	1 space per 500	N/A	Parking is for

boat, and similar vehicle sales or rental establishments	sq. ft. GFA (not including service bays), plus 1 space per service bay		customers and employees, and is not to be used for display.
Car washes:		N/A	Applicant may be required to submit a parking study which includes a stacking analysis for the proposed facility
(1) Full-service	10 spaces (vacuuming or drying areas shall not be counted as parking spaces)		
(2) Express-service	2 spaces per facility (wash bays shall not be counted as parking spaces)		
<i>Industrial Uses</i>			
General manufacturing, research and development and industrial uses	1 space per 500 sq. ft. GFA	N/A	
Warehousing and distribution space	1 space per 1,000 sq. ft. GFA	N/A	
<i>Assembly Uses</i>			
Auditoriums, theaters, cinemas	1 space per 3 seats	1 space per 2.5 seats	18 lineal inches of bench shall be considered 1 fixed seat.
Churches, temples and similar places of assembly	1 space per 5 seats of assembly area	1 space per 3 seats of assembly area	18 lineal inches of bench shall be considered 1 fixed seat. Parking will be required at the same rate for other auditoriums, assembly halls

			or classrooms to be used concurrently with the main auditorium
Nightclubs, dancehalls, lodge halls and union halls	1 space per 50 sq. ft. GFA, plus required parking for other uses on the site	1 space per 35 sq. ft. GFA, plus required parking for other uses on the site	
Mortuaries and funeral homes	1 space for every 5 seats of assembly room floor area	1 space for every 3 seats of assembly room floor area, plus 1 space for each vehicle stored onsite, plus 5 spaces for employees	
Community centers	1 space per 300 sq. ft. GFA	1 space per 200 sq. ft. GFA	
<i>Lodging and Child Daycare Uses</i>			
Daycare centers, including preschools and nursery schools	1 space per 300 sq. ft. GFA, plus 1.5 spaces per employee	1 space per 250 sq. ft. GFA, plus 1.5 spaces per employee	Stacking analysis shall be required to define a drop-off facility that accommodates safely loading and unloading children
Hotels & motels	1.3 spaces per guest bedroom plus required parking for other uses on the site	1.1 spaces per guest bedroom plus required parking for other uses on the site	
Timeshare facilities, fractional ownership and similar facilities	1.5 spaces per dwelling or guest unit plus required parking for other uses on the site	1.3 spaces per dwelling or guest unit plus required parking for other uses on the site	

<i>Recreational Uses</i>			
Arcade, game and video	1 space per 200 sq. ft. GFA		
Billiard or pool establishments	1 space per 150 sq. ft. GFA	1 space per 100 sq. ft. GFA	
Bowling alleys	4 spaces per alley plus required parking for other uses on the site	5 spaces per alley plus required parking for other uses on the site	
Golf uses:		N/A	
(1) Driving ranges	1 space per tee, plus the spaces required for additional uses on the site		
(2) Pitch and putt, par three and miniature golf courses	3 spaces per hole, plus the spaces required for additional uses on the site		
(3) Regulation courses	5 spaces per hole, plus the spaces required for additional uses on the site	8 spaces per hole, plus the spaces required for additional uses on the site	
Tennis courts, handball/racquetball, and other court-based facilities	3 spaces per court	4 spaces per court	
Health clubs, membership gyms and commercial swimming pools	1 space per 200 sq. ft. GFA (for purposes of this use, swimming pool area shall be counted as floor area)	1 space per 150 sq. ft. GFA (for purposes of this use, swimming pool area shall be counted as floor area)	
Libraries/museums	1 space per 300 sq. ft. GFA	1 space per 200 sq. ft. GFA	
Shooting ranges	1 space per shooting station		

	plus 5 spaces for employees		
Skating rinks, ice or roller	1 space per 250 sq. ft. GFA	1 space per 200 sq. ft. GFA	
Stables, commercial	1 space per each 5 horses kept on the premises	1 space per each 4 horses kept on the premises	
<i>Public and Semipublic Uses</i>			
Public utility facilities not having business offices on the premises, such as electric, gas, water, telephone facilities	1 space per employee plus 1 space per vehicle used in connection with the facility	N/A	
Schools:		N/A	
(1) Elementary and junior high or middle schools	2 spaces per classroom		
(2) Senior high schools	10 spaces per classroom		
(3) Colleges, universities and institutions of higher learning	20 spaces per classroom		
(4) Trade schools, business colleges and commercial schools	20 spaces per classroom		
<u>Emergency and Homeless Shelters, Low Barrier Navigation Centers</u>		<u>1 space per employee.</u>	

3. Required Bicycle Parking. Bicycle parking shall be provided for certain nonresidential uses in order to encourage the use of bicycles and to mitigate motor vehicle pollution and congestion. The minimum bicycle parking requirements for nonresidential uses are as follows:
 - a. Land uses required to provide bicycle parking equal to minimum three percent (3%) of the total parking spaces required per Table 9-12 include: video arcades, bowling alleys, cinemas/movie theaters, commercial recreation, tennis clubs, health clubs, libraries, schools, and skating rinks.

- b. Land uses required to provide a minimum of five (5) bicycle parking spaces include: churches, clubs/halls, hospitals and restaurants (all categories).
- c. Land uses required to provide a minimum of one (1) bicycle parking for every twenty-five thousand (25,000) square feet of gross floor area include governmental, general, medical and financial office uses.
- d. In addition to the requirements of subsections (C)(2)(a) through (c) of this section, retail centers shall provide five (5) bicycle parking spaces for each tenant having over twenty thousand (20,000) square feet of gross floor area. The spaces shall be provided at or near the major tenant's main entry.
- e. Bike racks shall be placed in shaded locations, out of the way of pedestrian flows and shopping cart storage and shall be provided with a mechanism which permits locking a bicycle onto the rack.

(Ord. 550 § 1, 2016; Ord. 528 § 3, 2016; Ord. 505 § 1, 2012; Ord. 361 § 1, 2001; Ord. 325 § 1, 1998; Ord. 284 § 1, 1996)

Chapter 9.280 DEFINITIONS

9.280.030 Definition of terms.

"Abandoned" means a structure or use, the development or operation of which has been ceased or suspended.

"Abutting" or "adjacent" means two (2) or more parcels sharing a common boundary at one (1) or more points.

"Access/egress" means provision for entering a site from a roadway and exiting a site onto a roadway via motorized vehicle.

"Accessory building or structure" means a building or structure, the use of which is subordinate and incidental to the main building or use on the same building site. As it pertains to Section 9.140.060, Equestrian overlay district, "accessory building" means any building subordinate to a permitted or conditionally permitted equestrian use, including, but not limited to, hay and tack barns, stables and other structures and uses customarily appurtenant to the primary permitted use. Also pertaining to Section 9.140.060, Equestrian overlay district, "accessory structure" means any structure subordinate to a permitted or conditionally permitted equestrian use, including, but not limited to, arenas, grandstand seating, corrals, exercise rings, and other structures associated with the permitted use. Fences are not considered structures for the purposes of this section.

"Accessory use" means a land use subordinate and incidental to the principal use on the same building site.

"Actual construction" means the actual placing of construction materials in their permanent position fastened in a permanent manner except that where a basement is being excavated, such excavation shall be deemed to be actual construction, or where demolishing or removal of an existing building or structure has begun, such demolition or removal shall be deemed to be actual construction, providing in all cases that actual construction work be diligently carried on until the completion of the entire building or structure involved.

"Administrative office" means a place of business for the rendering of service or general administration, but not including retail sales.

Adult Business, Adult Entertainment Business or Adult Oriented Business. See Sexually oriented businesses, Chapter 5.80 of the municipal code.

Advertising Device or Display. See sign definitions, Section 9.160.130.

"Affordable housing cost" bears the same meaning as defined in Section 50052.5 of the California Health and Safety Code.

"Affordable housing unit" means a dwelling unit within a housing development which will be rented or sold to and reserved for very low income households, lower income households, moderate income households (where qualified) and/or senior citizens at an affordable housing cost for the respective group(s) in accordance with Section 65915 of the California Government Code and Section 9.60.260 of this code.

"Affordable rent" means that level of rent defined in Section 50053 of the California Health and Safety Code.

"Agricultural activity, operation, or facility, or appurtenances thereof" includes all uses allowed under the agricultural overlay district, including, but be limited to, the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural commodity, including timber viticulture, apiculture, or horticulture, the raising of livestock, fur bearing animals, fish, or poultry, and any practices performed by a farmer or on a farm as incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market.

"Alley" means a secondary means of access to abutting property located at the rear or side of the property.

"Alteration" means any physical change in the internal or external composition of a building or other structure.

Animal Hospital or Animal Clinic. See "Veterinary clinic."

"Antenna" means a device for transmitting or receiving radio, television, satellite, microwave or any other transmitted signal.

"Apartment" means a dwelling unit within an apartment building designed and used for occupancy by one (1) family on a rental basis.

"Apartment building" or "apartment project" means a building or group of buildings in a single ownership with three (3) or more dwelling units per building and with most or all units occupied on a rental basis.

Area, Project Net. See "Project net area."

"Arena" means an enclosure physically similar to a corral, designed and constructed so as to be used for conducting equine-related entertainment and events open to the public, including, but not limited to, rodeos, polo matches, riding shows and exhibitions, etc.

"Attached structures" means two (2) or more structures which are physically connected with a wall, roof, deck, floor, bearing or support structures, trellises, architectural features or any other structure, fixture or device that exceeds thirty (30) inches in height above the finished grade.

Attached Dwelling or Attached Residential. See "Dwelling, attached."

"Automobile repair specialty shop" means a retail and service place of business engaged primarily in light repair and sale of goods and services for motor vehicles, including brake, muffler and tire shops and their accessory uses. Heavier automobile repair such as major body and paint work, transmission repair, or engine repair are not included in this definition.

"Automobile service station" means a retail place of business engaged primarily in the sale of motor fuels and supplying those incidental goods and services which are required in the day-to-day operation of motor vehicles.

"Automobile wrecking" or "automobile dismantling" means the storage or taking apart of damaged or wrecked vehicles or the sale of such vehicles or their parts.

"Awning" means a roof-like cover that is attached to and projects from the wall of a building for the purpose of decoration and/or providing shielding from the elements.

"Bar and cocktail lounge" means an establishment whose primary activity is the service of alcohol, beer or wine.

"Basement" means a habitable building level which is partly or completely underground. A basement shall be counted as a building story if more than five (5) feet of the height of any portion is above adjoining finish grade.

"Bed and breakfast" means a residential dwelling occupied by a resident, person, or family, containing individual living quarters occupied for a transient basis for compensation and in which a breakfast may be provided to guests. The breakfast provided shall not constitute a restaurant operation and may not be provided to persons other than guests of the inn.

"Bedroom" means any habitable room that may be used for sleeping purposes other than a kitchen, bathroom, hallway, dining room or living room.

"Berm" means a mound or embankment of earth.

Billboard. See sign definitions, Section 9.160.130.

"Boardinghouse" means any building or portion thereof with access provided through a common entrance to guest rooms having no cooking facilities. Guest rooms are rented on a monthly basis or longer and meals are provided.

"Buildable area" means the portion of a building site remaining after deducting all required setbacks and meeting any requirements regarding maximum lot coverage or minimum open area.

"Building" means an enclosed structure having a roof supported by columns or walls.

"Building height" means the height of a building relative to the surrounding ground area. Measurement of maximum building height is defined in Sections 9.50.050 and 9.90.010.

Building, Main. "Main building" means the building containing the main or principal use of the premises.

Building, Relocatable. "Relocatable building" means a building which is not placed on a permanent foundation and is designed to be movable from one (1) location to another without the need for a special permit such as that required to move a conventional house. Relocatable buildings include, but are not limited to, mobilehomes, construction trailers, and modular buildings.

"Building site" means a parcel or contiguous parcels of land established in compliance with the development standards for the applicable zoning district and the city's subdivision code.

"Building site area" means the horizontal area within a building site expressed in square feet, acres or other area measurement.

Building Site Coverage. See "Lot coverage."

Building Site, Panhandle or Flag. See "Lot" definitions.

Building Site, Through. "Through building site" means a building site having frontage on two (2) parallel or approximately parallel streets. See "Through lot."

Business Park. See "Industrial park."

"CEQA" means the California Environmental Quality Act.

"Caretaker" means a person who lives on the premises for the purposes of managing, operating, maintaining or guarding the principal use or uses permitted on the premises.

"Caretaker residence" means a residential unit not exceeding one thousand (1,000) square feet, which is not the principal use on the property, to be occupied by a caretaker or watchman who is responsible for the security of the principal use of the property.

"Carport" means a roofed structure or a portion of a building which is open on two (2) or more sides for the parking of automobiles belonging to the occupants of the property.

"Cattery" means any building, structure, enclosure or premises within which five (5) or more cats are kept or maintained primarily for financial profit for the purpose of boarding, breeding, training, marketing, hire or any other similar purpose.

"Cellar" means a nonhabitable building level which: (1) has more than one-half of its height below the adjoining finish grade at all points; and (2) has a floor area no more than one-half (1/2) that of the floor immediately above. A cellar is not counted as a building story.

"Certificate of occupancy" or *"certificate of use and occupancy"* means a permit issued by the city prior to occupancy of a structure or the establishment of a land use to assure that the structure or parcel is ready for occupancy or use and that all ordinance requirements and project conditions of approval are fulfilled.

"Child day care center" or *"preschool"* means a child day care facility operated by a person, corporation or association used primarily for the provision of daytime care, training or education of children at any location other than their normal place of residence. The maximum number of children accommodated is determined by state licensing provisions and city use permit conditions.

"Child day care facility" means, consistent with Section 1596.750 of the State Health and Safety Code, a facility which provides nonmedical care to children under eighteen (18) years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty-four (24)-hour basis. Child day care facility includes both child day care centers and child day care homes.

"Child day care home" or *"family day care home"* means, consistent with Section 1596.78 of the State Health and Safety Code:

1. *"Family day care home"* means a home that regularly provides care, protection, and supervision for fourteen (14) or fewer children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home.

2. *"Large family day care home"* means a home that provides family day care for seven (7) to fourteen (14) children, inclusive, including children under the age of ten (10) years who reside at the home.
3. *"Small family day care home"* means a home that provides family day care for eight (8) or fewer children, including children under the age of ten (10) years who reside at the home.

"City" means the city of La Quinta.

"City council" means the city council of the city of La Quinta.

"Cleaning plant" or *"laundry plant"* means a central processing facility for dry cleaning or laundering of clothing and fabrics collected from and returned to patrons and dry cleaning and laundry agencies.

Clinic, Medical. "Medical clinic" means an organization of medical doctors providing physical or mental health service and medical or surgical care of the sick or injured, but not including inpatient or overnight care.

"Club" means an association of persons for some common purpose, but not including organizations which provide goods or services and which are customarily carried on as businesses.

"Code" means this zoning code unless another code, ordinance or law is specified.

"Commercial" means operated or conducted on a frequent basis for the purpose of financial gain.

"Commercial filming" means the production of still or moving pictures on public property.

Commercial Center. See "Shopping center."

"Commercial recreation" means any use or activity where the primary intent is to provide amusement, pleasure or sport but which is operated for financial gain. It includes establishments where food and beverages are sold as a secondary or ancillary use, but does not include restaurants, nightclubs and cocktail lounges.

"Commercial stable" means any facility specifically designed or used for the stabling of equine animals not owned by the residents of the subject property, for purposes such as on-site breeding, boarding, training, riding or other recreational use as a commercial service to the owners of said animals.

"Commercial vehicle" means a vehicle customarily used as part of a business for the transportation of goods or people.

"Commission" means the planning commission of the city unless another commission is indicated.

"Common interest development" bears the same meaning as defined in Section 1351 of the California Civil Code.

"Community apartment project" means a project in which an undivided interest in the land is coupled with the right of exclusive occupancy of any apartment located thereon.

"Community auction and sales yard" means a facility which periodically holds auctions of farm equipment, fixtures and other related materials in an enclosed building.

Community Care Facility. See "Residential care facility."

"Community center" means a non-commercial use established for the benefit and service of the population of the community in which it is located, including senior centers.

Conditional Use Permit. See "Use permit."

"Condominium" means, consistent with Section 1351 of the State Civil Code, an undivided interest in common in a portion of real property coupled with a separate interest in space in a residential, industrial or commercial building on such real property, such as an office or store or multifamily dwelling. A condominium may include, in addition, a separate interest in other portions of such real property.

"Condominium hotel" means a "hotel" or "group hotel" all or part of which constitutes a condominium project in which one (1) or more of the units are individually owned, but are intended to be available for "transient" use (as those terms are defined in Section 3.24.020 of the La Quinta Municipal Code), when not being used by the unit owner. See also "First class condominium hotel."

"Congregate care facility" means a facility providing care on a monthly basis or longer and which is the primary residence of the people it serves. It provides services to the residents such as the following: dining, housekeeping, security, medical, transportation and recreation. Any commercial services provided are for the exclusive use of the occupants of the facility. Such a facility may be located in more than one (1) building and on contiguous parcels within the building site.

"Congregate living facility" means a single family residential facility which is licensed by the state to provide living and treatment facilities on a monthly or longer basis for six (6) or fewer developmentally disabled persons or six (6) or fewer persons undergoing treatment for alcohol or drug abuse and which is permitted in single-family residences by operation of state law. (See also "Residential care facility.")

"Convalescent home" or *"convalescent hospital"* means a facility licensed by the State Department of Health Services which provides bed and ambulatory care for more than six (6) patients with postoperative convalescent, chronic illness or dietary problems and persons unable to care for themselves, including persons undergoing psychiatric care and treatment both as inpatients and outpatients, but not including persons with contagious diseases or afflictions. A convalescent home may also be known as a nursing home, convalescent hospital, rest home or home for the aged.

"Conversion project" means an apartment house or multiple or group dwelling which is existing, under construction or for which building permits have been issued, and which is proposed for conversion to a residential condominium, community apartment, residential stock cooperative or planned development.

Corner Lot. See definitions under "Lot."

"Corral" means an enclosure designed for use as an open holding area for horses for the purpose of confinement within that area for an indeterminate period of time.

"Cottage food operation" means an enterprise wherein an individual prepares and packages non-potentially hazardous foods in a primary residential dwelling unit, which serves as his or her private residence, said foods being for the direct and/or indirect sale to consumers, and that does not have more than one (1) full-time equivalent employee, and generates not more than: (1) thirty-five thousand (\$35,000.00) dollars in gross annual sales in 2013; (2) forty-five thousand (\$45,000.00) dollars in gross annual sales in 2014; (3) fifty thousand dollars (\$50,000.00) in gross annual sales in 2015 and beyond as identified in California Health and Safety Code Section 113758.

"County" means the county of Riverside unless another county is indicated.

Day Care Center. See "Child day care center."

"Decision-making authority" or "decision-making body" means a person or group of persons charged with making decisions on proposals, applications, or other items brought before the city.

"Density" means the number of dwelling units per gross acre, unless another area measurement is specified.

"Density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date of application by the applicant to the city.

"Detached building or structure" means a building or other structure that does not have a wall or roof in common with any other building or structure.

"Development" means, on land or in or under water: the placement or erection of any solid material or structure; discharge or disposal of any dredged material or of any gaseous, liquid, solid or thermal waste; grading, removing, dredging, mining or extraction of any materials; change in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act, and any other division of land, including lot splits, except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition or alteration of the size of any structure, including any facility of any private, public or municipal utility; and the removal or harvesting of major vegetation other than for agricultural purposes.

"Development standard" means site or construction conditions that apply to a housing development pursuant to any ordinance, general plan element, specific plan, charter amendment, or other local condition, law, policy, resolution, or regulation.

"Director" or "planning director" means the city manager or designee.

District. See "Zoning district."

District, Nonresidential. See "Nonresidential district."

District, Residential. See "Residential district."

District, Special Purpose. See "Special purpose district."

"Downtown village directional sign panel" means an interchangeable sign panel which does not require a sign permit, mounted on a monument base structure. The sign panels list businesses in the Village commercial zoning district.

"Drive-in" or "drive-through" means designed or operated so as to enable persons to receive a service or purchase or consume goods while remaining within a motor vehicle.

"Driveway" means a vehicular passageway providing access from a public or private street to a structure or parking area or, in the case of residences, to a garage, carport, or legal parking space. A driveway is not a street.

"Driveway approach" means a designated area between the curb or traveled way of a street and the street right-of-way line that provides vehicular access to abutting properties. When vehicular access to a building site is provided by way of a common driveway, the driveway approach is the line of intersection where the individual driveway abuts the common driveway.

"Duplex" means a permanent building containing two (2) dwelling units on a single lot.

"Dwelling" means a building or portion thereof designed and used for residential occupancy, but not including hotels or motels.

Dwelling, Attached. "Attached dwelling" means a main dwelling unit attached to one (1) or more other main dwelling units by means of a roof or interior wall.

Dwelling, Main or Primary Residence. "Main dwelling or primary residence" means the dwelling unit permitted as the principal use of a parcel or building site, either by itself or with other dwelling units (as in multifamily buildings).

Dwelling, Multifamily. "Multifamily dwelling" means a building containing three (3) or more dwelling units on a single parcel or building site.

Dwelling, Patio Home. "Patio home dwelling" means a single-family detached dwelling shifted to one (1) side of the lot, i.e., placed on the lot so that one (1) side setback is zero (0) or nearly zero (0) and the other side setback is larger than if both side setbacks were approximately equal.

Dwelling, Single-Family. "Single-family dwelling" means one (1) main dwelling unit on a single parcel or building site.

Dwelling, Single-Family Attached. "Single-family attached dwelling" means a main dwelling unit attached to one (1) other main dwelling unit by means of a roof and/or interior wall, with each dwelling unit occupying its own lot.

Dwelling, Single-Family Detached. "Single-family detached dwelling" means a main dwelling unit not attached to any other main dwelling unit.

Dwelling, Townhome. "Townhome dwelling" means a main dwelling unit attached typically to two (2) or more other main dwelling units by means of a roof and/or interior wall, with each dwelling unit occupying its own lot.

"Dwelling unit" means one (1) or more rooms, including a bathroom and kitchen, designed and used for occupancy by one (1) family for living and sleeping purposes.

Dwelling Unit, Second. See "Second unit."

"Easement" means a recorded right or interest in the land of another which entitles the holder thereof to some use, privilege or benefit in, on, over or under such land.

"Educational institution" means a private or public elementary or secondary school, college or university qualified to give general academic instruction equivalent to the standards prescribed by the state board of education.

"Elevation" means the vertical distance above sea level.

"Emergency shelter" means housing with ~~minimal supportive~~ services for homeless persons that is limited to occupancy of six (6) months or less by a homeless person. [Low Barrier Navigation Centers are also included in this definition.](#) No individual or household may be denied emergency shelter because of an inability to pay.

"Employee's quarters" means quarters, which may include full bathroom and/or kitchen or cooking facilities,, for the housing of domestic employees and located upon the same building site occupied by their employer.

"Enclosed" means roofed and contained on all sides by walls which are pierced only by windows, vents or customary entrances and exits.

"Environmental review" means all actions and procedures required of the city and of applicants by the California Environmental Quality Act ("CEQA," State Public Resources Code Section 21000 et seq.), the CEQA Guidelines (Public Resources Code Section 15000 et seq.) and local environmental procedures.

"Exception" means a city-approved deviation from a development standard based on the following types of findings by the decision-making authority:

1. General finding such as that notwithstanding the exception, the resulting project will still be consistent with the goals and/or policies underlying the development standard; and
2. One (1) or more specific findings justifying the particular exception requested.

"Family" means one (1) or more persons occupying one (1) dwelling unit. The word "family" includes the occupants of congregate living and residential care facilities, as defined herein, serving six (6) or fewer persons which are permitted or licensed by the state. The word "family" does not include occupants of a fraternity, sorority, boardinghouse, lodginghouse, club or motel.

Family Day Care Home. See "Child day care home."

"Farm" means a parcel of land devoted to agricultural uses where the principal use is the propagation, care and maintenance of viable plant and animal products for commercial purposes.

"Farmworker housing" means any building or group of buildings where six (6) or more farm employees are housed.

"First class condominium hotel" means a condominium hotel where both of the following apply:

1. The condominium hotel has a brand operator or an independent operator that is experienced in the upscale segment or luxury segment of the hospitality industry as defined by J.D. Power and Associates; and
2. The condominium hotel satisfies the published requirements that will be sufficient for a ranking of no fewer than three (3) stars in the most recent annual awards list published from time to time by AAA Travel Guides or by the Mobil Travel Guide.

Flag. See sign definitions, Section 9.160.130.

Flag Lot or Panhandle Lot. See definitions under "Lot."

"Flood" means a general and temporary condition of partial or complete inundation of land areas from the overflow of inland and tidal waters, the rapid accumulation of runoff of surface waters from any source, or mudslides (i.e., mudflows) which are proximately caused or precipitated by accumulations of water on or under the ground.

"Flood insurance rate map (FIRM)" or "flood boundary and floodway map" mean the official maps provided by the Federal Emergency Management Agency (FEMA) which delineate the areas of special flood hazard, the risk premium zones and the floodways applicable to the city.

"Floodplain" means the land area adjacent to a watercourse and other land areas susceptible to being inundated by water.

"Floodproofing" means any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

"Floodway" means the channel of a river or other watercourse and that part of the floodplain reasonably required to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floor Area, Gross. See "Gross floor area."

Floor Area, Livable. See "Livable floor area."

"Floor area ratio" means the numerical value obtained by dividing the gross floor area of all buildings, except parking structures, located on a building site by the building site area.

"Fraternity house" or "sorority house" means a building or portion of a building occupied by a chapter of a regularly organized college fraternity or sorority officially recognized by an educational institution.

Freestanding Sign. See sign definitions, Section 9.160.130.

Front Lot Line. See definitions under "Lot line."

"Garage" means a building or portion of a building used primarily for the parking of motor vehicles.

Gas Station or Service Station. See "Automobile service station."

"General plan" means the general plan of the city of La Quinta.

"Government code" means the California Government Code.

Grade, Average. "Average grade" means the elevation determined by averaging the highest and lowest elevations of a parcel, building site or other defined area of land.

Grade, Average Finish. "Average finish grade" means the elevation determined by averaging the highest and lowest elevations of a parcel, building site or other defined area of land after final grading.

Grade, Finish. "Finish grade" means the ground elevation at any point after final grading.

"Grading" means the filling, excavation or other movement of earth for any purpose.

"Granny flat" or "granny housing" means a secondary dwelling unit which is: (1) intended for the sole occupancy of one (1) or two (2) adult persons sixty-two (62) years of age or over; and (2) located on a building site containing an existing single family detached dwelling. The floor area of an attached granny flat does not exceed thirty percent (30%) of the existing floor area of the primary single family residence and the floor area of a detached granny flat does not exceed one thousand two hundred (1,200) square feet. (See also "Second unit.")

"Grazing" means the act of pasturing livestock on growing grass or other growing herbage or on dead grass or other dead herbage existing in the place where grown as the principal sustenance of the livestock so grazed.

"Gross acreage" means the land area, expressed in acres, within a parcel or group of contiguous parcels minus any right-of-way for arterial highways not including collector streets. Each acre so determined is a gross acre.

Gross Density. See "Density."

"Gross floor area" means the total square footage of all floors of a building, including the exterior unfinished wall structure but excluding courtyards and other outdoor areas.

Gross Lot or Parcel Area. See "Lot area, gross."

"Ground floor area" means all enclosed area within the ground floor of a structure, including exterior walls and mechanical spaces. Carports, garages, accessory buildings and parking structures are included in ground floor area but swimming pools and unenclosed post-supported roofs over patios and walkways are not included.

Ground Sign. See "Freestanding sign" in sign definitions, Section 9.160.130.

"Guest house" means a detached or attached unit which has sleeping and sanitary facilities, which may include full bathroom and/or kitchen or cooking facilities, and which is used primarily for sleeping purposes by members of the family occupying the main building, their nonpaying guests, and domestic employees.

"Guest ranch" means any property of five (5) acres or more operated as a ranch which offers guest rooms for rent and which has outdoor recreational facilities such as horseback riding, swimming or hiking.

Habitable Area. See "Livable floor area."

"Habitable room" means any room usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A room designed and used only for storage purposes is not a habitable room.

"Hazardous waste" means a waste or combination of wastes which, because of its quantity, concentration, toxicity, corrosiveness, mutagenicity or flammability, or its physical, chemical or infectious characteristics, may: (1) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Home for the Aged. See "Convalescent home."

Homeless Shelter. See "Emergency shelter."

"Home occupation" means an occupation or activity conducted as an accessory use within a dwelling unit incidental to the residential use of the property. See Section 9.60.110.

"Hospital" means a facility licensed by the State Department of Health Services providing clinical, temporary or emergency service of a medical, obstetrical, surgical or mental health nature to human patients.

"Hotel" means any building or portion thereof with access provided through a common entrance, lobby or hallway to guest rooms which are rented on a daily or weekly basis.

Identification Sign. See sign definitions, Section 9.160.130.

"Industrial park," "business park" or "office park" means a nonresidential development wherein the permitted uses are planned, developed, managed and maintained as a unit, with landscaping, amenities, and common off-street parking provided to serve all uses on the property.

"Intensity" means the level of development or activity associated with a land use, as measured by one (1) or more of the following:

1. The amount of parking required for the use per Chapter 9.150.

2. The operational characteristics of the use such as hours of operation, the inclusion of dancing or live entertainment as part of the use, or similar characteristics.
3. The floor area occupied by the use.
4. The percentage of the building site occupied by the use or by the structure containing the use.

Interior Lot Line. See definitions under "Lot line."

"Kennel" means any building, structure, enclosure or premises within which five (5) or more dogs are kept or maintained primarily for financial profit for the purpose of boarding, breeding, training, marketing, hire or any other similar purpose.

"Kitchen" means any room all or part of which is designed and/or used for the cooking or other preparation of food.

Land Use. See "Use."

Land Use Intensity. See "Intensity."

Landfill, Sanitary. "Sanitary landfill" means an area designed and used for the disposal of solid waste on land by spreading it in layers, compacting it and covering it daily with soil or other approved cover material.

Laundry Plant. See "Cleaning plant or laundry plant."

"Livable floor area" means the interior area of a dwelling unit which may be occupied for living purposes by humans, including basements and attics (if permitted). Livable floor area does not include a garage or any accessory structure.

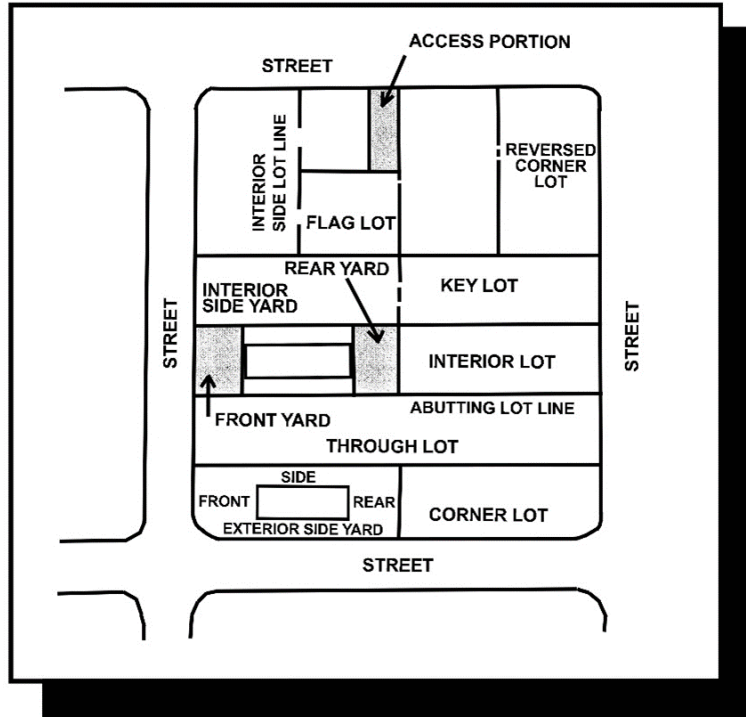
"Live entertainment" means any act, play, revue, pantomime, scene, dance or song, or any combination of the foregoing performed in person by one (1) or more persons whether or not they are compensated for their performance.

Living Area. See "Livable floor area."

Lodginghouse. See "Boardinghouse."

"Lot" means an area of land under one (1) ownership which is identified as a lot or parcel on a recorded final map, parcel map, record of survey recorded pursuant to an approved division of land, certificate of compliance, or lot line adjustment. The terms "lot" and "parcel" are interchangeable for purposes of this code. Types of lots and their definitions are as follows:

1. *"Corner lot"* means a lot abutting two (2) streets intersecting at an angle of not more than one hundred thirty-five (135) degrees. If the angle of intersection is more than one hundred thirty-five (135) degrees, the lot is an "interior lot."
2. *"Flag or panhandle lot"* means a lot connected to the street with a narrow access portion less than forty (40) feet wide and more than twenty (20) feet long and situated so that another lot is located between the main portion of the flag lot and the street.



Lot Types and Lot Lines

3. "Interior lot" means a lot abutting only one (1) street or abutting two (2) streets which intersect at an angle greater than one hundred thirty-five (135) degrees.
4. "Key lot" means a lot with a side lot line that abuts the rear lot line of one (1) or more adjoining lots.
5. "Reverse corner lot" means a corner lot, the rear of which abuts the side of another lot.
6. "Through lot" means a lot with frontage on two (2) parallel or approximately parallel streets.

"Lot area" means the horizontal land area within a lot expressed in square feet, acres, or other area measurement.

"Lot coverage" or "building site coverage" means the cumulative ground floor area of the structures on a lot expressed as a percentage of the net lot area. For purposes of this definition, "ground floor area" means all enclosed area within the ground floor of a structure, including exterior walls and mechanical spaces. Carports, garages, accessory buildings and parking structures are included in ground floor area but swimming pools and unenclosed post-supported roofs over patios and walkways are not included.

"Lot frontage" means the length of the front lot line. For corner lots the lot frontage shall be measured from the interior lot corner to the outside of the corner cut-back.

"Lot line or property line" means any boundary of a lot. The classifications of lot lines and their definitions are as follows:

1. "Front lot line" means the following:

- a. On an interior lot, the line separating the lot from the street;
 - b. On a corner lot, the shorter line abutting a street. (If the lot lines are equal or approximately equal, the director shall determine the front lot line);
 - c. On a through lot, the lot line abutting the street providing primary access to the lot.
2. *"Interior lot line"* means any lot line not abutting a street.
 3. *"Rear lot line"* means a lot line which does not intersect the front lot line and which is most distant from and most parallel to the front lot line. In the case of an irregularly-shaped lot or a lot bounded by only three (3) lot lines, the rear lot line is a ten (10)-foot long line parallel to and most distant from the front lot line for the purposes of determining setbacks and other provisions of this code.
 4. *"Side lot line"* means any lot line which is not a front or rear lot line.

"Low Barrier Navigation Center" as defined in Government Code Section 65660 means a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

"Lower income households" bears the same meaning as defined in Section 50079.5 of the California Health and Safety Code.

"Lowest floor" means, with regard to flood protection, the lowest floor of the lowest enclosed area, including a basement or cellar. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of the applicable design requirements of the FP floodplain district, Section 9.140.030.

"Manufactured home" means a residential building transportable in one (1) or more sections which has been certified under the National Manufactured Housing Construction and Safety Standards Act of 1974.

"Master commercial development" means a commercial center for which an overall site development permit was approved and implemented, which may have remaining unconstructed pads or buildings.

"Master plan of arterial highways" means a component of the circulation element of the city's general plan designating adopted and proposed routes for all commuter, secondary, primary and major highways within the city.

"Master plan of drainage" means an engineering report outlining the drainage facilities needed for the proper development of the city.

"Maximum allowable residential density" means the density allowed under applicable zoning ordinances, or if a range of density is permitted, means the maximum allowable density for the specific zoning range applicable to the subject project.

"Median" means a paved or planted area separating a street or highway into opposite-direction travel lanes.

Medical Clinic. See "Clinic, medical."

"Medical marijuana dispensary" means a facility or location which provides, makes available or distributes medical marijuana to a primary caregiver, a qualified patient, or a person with an identification card, in accordance with California Health and Safety Code Section 11362.5 et seq.

"Menagerie" means a lot on which more than one (1) wild, non-domestic reptile (not including turtles or tortoises), bird (not including poultry) or mammal is kept. A tamed or trained wild animal shall not be considered a domestic animal.

"Ministorage facility" means a building containing various size storage compartments not exceeding five hundred (500) square feet each, wherein each compartment is offered for rent or lease to the general public for the private storage of materials excluding materials sold at the facility or delivered directly to customers.

"Minor adjustments" are deviations in standards which have little or no potential for adverse impacts on the surrounding community and which are reviewed administratively.

Minor Use Permit. See "Use permit."

Mobilehome. See "Manufactured home."

"Mobilehome park" or "mobilehome development" means any area or tract of land used to accommodate mobilehomes for human habitation, including pads for mobilehomes, clubhouses, recreation facilities, and other ancillary structures and facilities. The term includes mobilehome parks and mobilehome subdivisions. See Section 9.60.180.

"Moderate income" or "persons and families of moderate income" means those middle-income families as defined in Section 50093 of the California Health and Safety Code.

Modular Home. See "Manufactured home."

Monument Sign. See sign definitions, Section 9.160.130.

"Motel" means a building or group of buildings containing guest rooms rented on a weekly basis or less and with most or all guest rooms gaining access from an exterior walkway.

Multifamily Dwelling or Residence. See "Dwelling, multifamily."

"Net project area" means all of the land area included within a development project excepting those areas with before-development slopes of thirty percent (30%) or steeper and those areas designated for public and private road rights-of-way, schools, public parks, and other uses or easements which preclude the use of the land therein as part of the development project.

"Net site area" or "net lot area" means the total land area within the boundaries of a parcel or building site after ultimate street rights-of-way and easements that prohibit the surface use of the site are deducted.

"Noncommercial coach" means a vehicle, with or without motive power, designed and equipped for human occupancy for classrooms and other nonresidential and noncommercial uses.

"Nonconforming lot" means a lot or parcel which was lawful and in conformance with the applicable zoning ordinances when established but which, due to subsequent ordinance changes, does not conform to the current development standards applicable to the zoning district in which it is located. See Chapter 9.270.

"Nonconforming structure" means a structure which was lawful and in conformance with the applicable zoning ordinances when constructed but which, due to subsequent ordinance

changes, does not conform to the current development standards applicable to the zoning district in which it is located. See Chapter 9.270.

"Nonconforming use" means a land use which was lawful and in conformance with the applicable zoning ordinances when established but which, due to subsequent ordinance changes, is not currently permitted in the zoning district in which it is located or is permitted only upon the approval of a use permit and no use permit has been approved. See Chapter 9.270.

"Nonconformity" means a land use, lot or structure which was lawful when established or constructed but, due to subsequent ordinance changes, is not in conformance with this zoning code. The term nonconformity does not include illegal uses, lots, or structures, i.e., which were not lawful when established or constructed. See Chapter 9.270.

Nursery, Day Care. See "Child day care facility."

Nursing Home. See "Convalescent home."

Office Park. See "Industrial park."

Official Zoning Map. See "Zoning map."

"Off-site hazardous waste facility" means any structures, other appurtenances or improvements on land and all contiguous land serving more than one (1) producer of hazardous waste, used for the treatment, transfer, storage, resource recovery, disposal or recycling of hazardous waste, including, but not limited to,:

1. Incineration facilities (i.e., rotary kiln, fluid bed, etc.);
2. Residual repository (i.e., receiving only residuals from hazardous waste treatment facilities);
3. Stabilization/solidification facilities;
4. Chemical oxidation facilities;
5. Neutralization/precipitation facilities; or
6. Transfer/storage facilities.

"Open space" means any parcel or area of land or water, public or private, which is reserved for the purpose of preserving natural resources, for the protection of valuable environmental features, or for providing outdoor recreation or education. Open space does not include roads, driveways or parking areas not related to recreational uses, any buildings, building setback areas or the required space between buildings, or surface utility facilities.

Open Space, Usable. "Usable open space" means open space which is predominately level (i.e., slopes less than five percent (5%)) but which may contain some steeper land (i.e., with slopes up to twenty percent (20%)) which has utility for picnicking or passive recreation activities and which complements surrounding usable open space. Usable open space is a minimum of fifteen (15) feet in width and three hundred (300) square feet in area and may include structures and impervious surfaces such as tot lots, swimming pools, basketball courts, tennis courts, picnic facilities, walkways or bicycle trails.

Outdoor Advertising Sign. See "Billboard" in sign definitions, Section 9.160.130.

"Outdoor light fixtures" means outdoor artificial illuminating devices, outdoor fixtures, lamps and other devices, permanent or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot, or flood lights for:

1. Buildings and structures;
2. Recreational areas;
3. Parking lot lighting;
4. Landscape lighting;
5. Billboards and other signs (advertising or other);
6. Street lighting;
7. General area and yard lighting.

"Outdoor vendors" include hotdog stands, ice cream carts, and other retail uses which utilize a movable or relocatable stand or cart for walk-up sales. The stand or cart must be of a size and design suitable for placement on a private sidewalk, plaza, or pedestrianway.

Panhandle Lot or Flag Lot. See definitions under "Lot."

"Parcel" means an area of land under one (1) ownership which is identified as a lot or parcel on a recorded final map, parcel map, record of survey recorded pursuant to an approved division of land, certificate of compliance or lot line adjustment. The terms "lot" and "parcel" are interchangeable for purposes of this code.

"Parking accessway" means a vehicular passageway that provides access and circulation from a street access point into and through a parking lot to parking aisles and between parking areas.

"Parking structure" means a structure which is open or enclosed and is used for the parking of motor vehicles.

"Parkway" means the area of a public street that lies between the curb and the adjacent property line or physical boundary, such as a fence or wall, which is used for landscaping and/or passive open space.

"Pasture" means an enclosed holding area consisting of grass or similar vegetation, specifically used for purposes of grazing or feeding of animals.

Patio Home. See "Dwelling, patio home."

"Permitted use" means a land use allowed within a zoning district under this zoning code and subject to the applicable provisions of this code.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, company, joint stock association, corporation, estate, trust, organization, business, receiver, syndicate, public agency, the state of California or its political subdivisions or instrumentalities, or any other group or combination acting as a unit.

"Person with a disability" is a person with a physical or mental impairment that limits or substantially limits one (1) or more major life activities, anyone who is regarded as having such an impairment, or anyone who has a record of such an impairment.

"Personal services" are establishments providing nonmedical services as a primary use, including, but not limited to, barber and beauty shops, spas and tanning salons, clothing rental, dry cleaning stores, home electronics and small appliance repair, laundromats (self-service laundries), shoe repair shops, and tailors.

"Planned unit development" means a residential development characterized by comprehensive planning for the entire project, the clustering of buildings to preserve open space and natural features, and provision for the maintenance and use of open space and other facilities held in common by the property owners within the project.

Pole Sign. See sign definitions, Section 9.160.130.

Portable Sign. See sign definitions, Section 9.160.130.

"Precise plan" or *"precise plan of development"* means the plan or plans for a project, development or other entitlement approved by the decision-making authority. A precise plan may include site, grading, architecture, landscaping plans and may also include a plan text describing the project design, development phasing, and other characteristics.

"Precise plan of highway alignment" means a plan, supplementary to the master plan of arterial highways, which establishes the highway centerline and the ultimate right-of-way lines and may establish building setback lines.

Primary Residence. See "Main dwelling."

"Primary unit" means a single-family or multifamily residential unit constructed and intended as the principal unit and building on a lot. The primary unit shall be the largest unit on the lot.

"Principal use" means the primary or predominant use of any parcel, building site or structure.

"Project area" means all of the land area included within a development project excepting those areas designated for public and private road rights-of-way, schools, public parks, and other uses or easements which preclude the use of the land therein as part of the development project.

Projecting Sign. See sign definitions, Section 9.160.130.

"Property line" means a lot line or parcel boundary.

"Public agency" means the United States, the state, the county or any city within the county, or any political subdivision or agency thereof.

Rear Lot Line. See definitions under "Lot line."

"Reasonable accommodation" means the process of providing flexibility in the application of land use, zoning, and building regulations, practices, and procedures to eliminate barriers to housing opportunities for persons with disabilities.

"Recreational vehicle" or *"RV"* means all trailers or any vehicle placed on a trailer such as a boat, watercraft, or other vehicle, plus any vehicle designed and used for temporary habitation, including motorhomes, travel trailers, "5th wheels" and camper shells.

"Recycling" means the process by which waste products are reduced to raw materials and transformed into new products.

Relocatable Building. See "Building, relocatable."

"Residential care facility" or *"community care facility"* means a residential facility which is licensed by the state to provide living and treatment facilities on a monthly or longer basis for six (6) or fewer of the following: wards of the juvenile court, elderly persons, mentally disordered persons, handicapped persons or dependent and neglected children. Such a facility is permitted in all types of residences by operation of state law.

Residential, Multifamily. See "Dwelling, multifamily."

Residential, Single-Family. See "Dwelling, single-family."

"Restaurant" means any use providing for the preparation, retail sale and consumption on site of food and beverages. Restaurants include, but are not limited to, cafés, coffee shops, pubs, sandwich shops, ice cream parlors, fast food take-out and drive-through stores, whose primary activity is food service and places of business with similar uses. If any seating is provided in conjunction with a store where there is the preparation and retail sale of food and beverages, that use shall be classified as a restaurant. The term "restaurant" may include the licensed sale of alcoholic beverages for consumption on the premises.

Restaurant, Drive-Through. "Drive-through restaurant" means a restaurant with one (1) or more automobile lanes which allow for the ordering and dispensing of food and beverages to patrons who remain in their vehicles.

Rest Home. See "Convalescent home."

"Retail" means the selling of goods or merchandise directly to the ultimate consumer.

"Reverse vending machine" means a machine which accepts recyclable materials, such as aluminum cans, newspapers, or other materials, from the public and dispenses money in return.

"Riding academy" means a facility designed and used primarily for recreational riding, training and instruction purposes, and allowing both on-site boarding or trailering of horses to the facility.

"Riding and hiking trail" means a trail or way designed for and used by equestrians, pedestrians and cyclists using nonmotorized bicycles.

"Right-of-way" means the entire width of property used for streets, highways, flood or drainage works, overhead or underground utilities, or any related improvements.

Roof Sign. See sign definitions, Section 9.160.130.

Roominghouse. See "Boardinghouse."

"Satellite dish antenna" means an apparatus capable of receiving communications from a man-made satellite.

"Scenic highway" means any highway designated a scenic and/or historic highway by an agency of the city, state or federal government.

Second Unit. In accordance with Government Code Section 65852.2(i)(4), "second unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one (1) or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and shall be located on the same parcel as the single-family dwelling is situated. A second unit also includes the following:

1. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code;
2. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

"Section" means a portion of this zoning code beginning immediately after a six (6)- or seven (7)-digit number beginning with 9., e.g., 9.10.010 or 9.280.030, and extending to the next such six (6)- or seven (7)-digit number. (See also "Subsection.")

"Semi-permanent sign" means a non-illuminated sign which requires a sign permit, such as advertising the future construction or opening of a facility, model home complex, commercial, or residential subdivision identification which is intended to be erected or posted for a minimum of sixty-one (61) days and a maximum of one (1) year. A permit for semi-permanent signs advertising future facility construction shall not be approved until a development review application has been submitted.

"Senior citizen" means a person fifty-five (55) years of age or older.

"Senior citizen residence" means a residential care facility which is licensed by the state to provide living and treatment facilities on a monthly or longer basis for six (6) or fewer senior citizens.

"Senior group housing" means a residential development which is developed or substantially renovated for and occupied by seven (7) or more senior citizens.

"Service" means an act or any result of useful labor which does not in itself produce a tangible commodity.

Service Station. See "Gas station."

"Setback" means the distance that a building or other structure or a parking lot or other facility must be located from a lot line, property line or other specified boundary.

Sexually Oriented Business. See Chapter 5.80 of the municipal code.

"Shopping center" or *"commercial center"* means a commercial area or group of commercial establishments, planned, developed, managed and maintained as a unit, with common landscaping, amenities, and off-street parking provided to serve all uses on the property.

Side Lot Line. See definitions under "Lot line."

"Sidewalk sale" or *"parking lot sale"* means the temporary outdoor display and sale of merchandise which is normally displayed indoors at the location of an individual retail business not located within a shopping center. (See also "Special commercial event.")

"Sign" means any medium for visual communication, including, but not limited to, words, symbols and illustrations together with all parts, materials, frame and background, which medium is used or intended to be used to attract attention to, identify, or advertise an establishment, product, service, activity or location, or to provide information. Also, see sign definitions, Section 9.160.130.

Single-Family Dwelling or Residence. See "Dwelling, single-family."

"Single room occupancy (SRO) facility" or *"SRO hotel"* means a residential facility which is rented on a weekly or longer basis and which provides living and sleeping facilities for one (1) or two (2) persons per unit. Each unit contains a toilet and sink. Shower, kitchen, and laundry facilities may be shared.

Site. See "Building site."

Site Area, Net. See "Net project or site area."

Site Coverage. See "Building site coverage."

Site Development Permit or Development Permit. See Section 9.210.010.

"Slope" or *"slope gradient"* means the vertical distance between two (2) points on a slope divided by the horizontal distance between the same two (2) points, with the result

expressed as a percentage; e.g., "the slope has a twenty percent (20%) gradient" (usually used to describe natural as opposed to manufactured, slopes).

"Slope ratio" means the steepness of a slope expressed as a ratio of horizontal distance to the vertical rise over that horizontal distance; e.g., 2:1 (usually used to describe manufactured as opposed to natural, slopes).

"Special commercial event" means the temporary outdoor display and sale of merchandise by two (2) or more tenants within a commercial center, or arts and crafts shows, fairs, or entertainment events within a commercial center.

"Specific plan" means a plan consisting of text, maps and other documents and exhibits regulating development within a defined area of the city, consistent with the general plan and State Government Code Section 65450 et seq.

"Stable" means a building or structure containing multiple stalls for the purposes of sheltering, feeding, boarding, accommodating or otherwise caring for several horses at one (1) time.

"Stall" means a division of a stable accommodating one (1) horse into an adequately sized enclosure for the purpose of confining individual horses within a sheltered environment as may be necessary for security, safety or other reasons pertinent to the health, welfare and daily care of each animal.

"Stock cooperative" means a corporation which is formed primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property, if all or substantially all of the shareholders of such corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation, which right of occupancy is transferable only concurrently with the transfer of the shares of stock or membership certificate in the corporation held by the person having such right of occupancy.

"Storage" means a place where goods, materials, and/or personal property is placed for more than twenty-four (24) hours.

"Story" means that portion of a building included between the surface of any floor and the surface of the floor immediately above it or if there is no floor above, then the space between the floor and the ceiling above it.

"Street" means a public or private vehicular right-of-way other than an alley or driveway, including both local streets and arterial highways.

"Structure" means anything that is erected or constructed having a fixed location on the ground or attachment to something on the ground and which extends more than thirty (30) inches above the finish grade. A mobilehome or relocatable building, except when used as a temporary use with its weight resting at least partially upon its tires, is a structure for the purposes of this definition.

"Subsection" means a portion of a section of this zoning code designated by a section number followed immediately by an upper case letter; for example, subsection 9.10.010(A). (See also "Section.")

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target population as defined in subdivision (d) of Section 53260 of the Health and Safety Code 50675.14(b) and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. ("Target

population" includes adults with low income having one (1) or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.)

"Swimming pool" means an artificial body of water having a depth in excess of eighteen (18) inches, designed, constructed and used for swimming, dipping or immersion purposes by humans.

"Tandem parking" means any off-street parking space(s), or arrangement of such spaces, configured in such a manner such that one (1) or more spaces is not directly accessible to a street or other approved access without traversing any portion of another space.

"Temporary sign" means any non-illuminated sign which may require a sign permit and which is intended to be posted for a maximum of forty-five (45) days. Temporary signs include without limitation: political campaign signs, garage sale signs and seasonal sales signs.

"Temporary use" means a land use established for a specified period of time, which use is discontinued at the end of such specified time.

"Timeshare facility" means a facility in which a person receives the right in perpetuity, for life or for a specific period of time, to the recurrent, exclusive use or occupancy of a lot, parcel, unit, or portion of real property for a period of time which has been or will be allocated from twelve (12) or more occupancy periods into which the facility has been divided. A timeshare use may be coupled with an estate in the real property or it may entail a license, contract, membership, or other right of occupancy not coupled with an estate in the real property.

Townhome. See "Dwelling, townhome."

"Transient basis" means for a continuous period of two (2) weeks or less.

"Transitional housing" is buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six (6) months.

"Transitional shelter" means a shelter for homeless persons or victims of domestic abuse which provides accommodations for persons on a transient basis, i.e., for a continuous period of two (2) weeks or less.

Two (2)-Unit Attached Dwelling. See "Dwelling, two (2)-unit attached."

"Ultimate right-of-way" means the right-of-way shown as ultimate on an adopted precise plan of highway alignment or the street right-of-way shown within the boundary of a recorded tract map, a recorded parcel map or a recorded planned community development plan. The latest adopted or recorded document in such cases shall take precedence. If none of these exist, the ultimate right-of-way is the right-of-way required by the highway classification as shown in the general plan.

"Use" or "land use" means the purpose for which a structure or land is occupied, arranged, designed or intended, or for which either a structure or land is or may be occupied or maintained.

"Use permit" means a discretionary entitlement under the provisions of this zoning code which authorizes a specific use or development on a specific property subject to compliance with all terms and conditions imposed on the entitlement. Uses requiring a conditional use permit have moderate to significant potential for adverse impacts on surrounding properties, or residents while uses requiring a minor use permit have low to moderate potential for adverse impacts on surrounding properties, residents, or businesses. See Section 9.210.020.

Variance. See Section 9.210.030.

"Vehicular accessway" means a private, nonexclusive vehicular easement affording access to abutting properties.

"Very low income households" bears the same meaning as defined in Section 50105 of the Health and Safety Code.

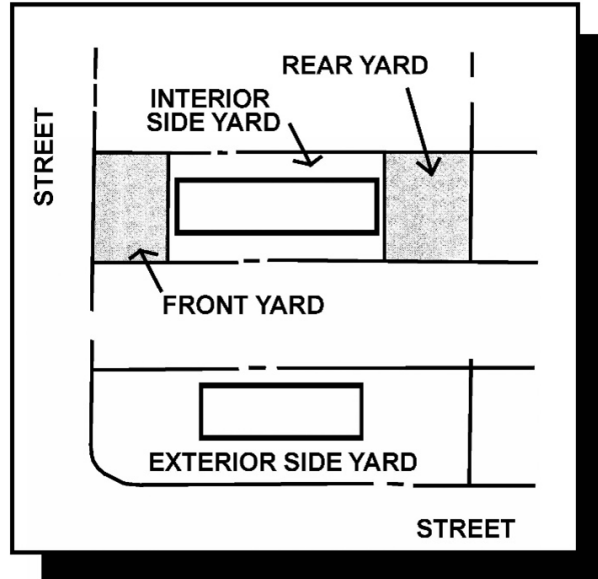
"Veterinary clinic" means a place where animals no larger than the largest breed of dogs are given medical and surgical treatment, primarily on an outpatient basis, and where the boarding of animals under treatment is incidental to the principal clinic use.

Wall Sign. See "Building-mounted sign" in sign definitions, Section 9.160.130.

"Wing wall" means an architectural feature in excess of six (6) feet in height which is a continuation of a building wall projecting beyond the exterior walls of a building.

"Yard" means an open space on a parcel of land or building site unobstructed and unoccupied from the ground upward except for wall projections permitted by this code. Yards are classified as follows:

1. *"Front yard"* means a yard extending across the full width of the lot between the front lot line or the ultimate street right-of-way line and a setback line within the lot. The depth of the front yard is equal to the setback established in the development standards for the applicable zoning district and is measured along a line drawn at a ninety (90)-degree angle to whichever of the following results in the greatest setback: the front lot line or its tangent or the ultimate street right-of-way or its tangent.
2. *"Rear yard"* means a yard extending across the full width of the lot between the rear lot line and a setback line within the lot. The depth of the rear yard is equal to the setback established in the development standards for the applicable zoning district and is measured along a line drawn at a ninety (90)-degree angle to whichever of the following results in the greatest setback: the rear lot line or its tangent or the ultimate street right-of-way or its tangent.
3. *"Side yard"* means a yard extending from the front setback line to the rear setback line. The depth of the side yard is equal to the setback established in the development standards for the applicable zoning district and is measured along a line drawn at a ninety (90)-degree angle to whichever of the following results in the greatest setback: the side lot line or its tangent or the ultimate street right-of-way or its tangent.



TYPES OF YARDS

"Zoning code" or "code" means the zoning code of the city, i.e., Title 9 of the city of La Quinta Municipal Code, including the official zoning map and other maps and graphics incorporated in the zoning code text or included therein by reference.

"Zoning district" or "district" means an area of the city designated on the official zoning map and subject to a uniform set of permitted land uses and development standards.

"Zoning map" or "official zoning map" means a map incorporated into this code by reference which covers the entire land area of the city and is divided into zoning districts for the purpose of specifying for each such land area the uses permitted, development standards required, and other applicable provisions of this code.

(Ord. 577 § 1, 2019; Ord. 562 § 1, 2017; Ord. 550 § 1, 2016; Ord. 538 § 1, 2016; Ord. 512 § 1, 2013; Ord. 505 § 1, 2012; Ord. 489 § 1, 2011; Ord. 325 § 1, 1998; Ord. 284 § 1, 1996)

City of La Quinta

CITY COUNCIL MEETING: July 19, 2022

STAFF REPORT

AGENDA TITLE: CONTINUED FROM JUNE 21, 2022: ADOPT RESOLUTION TO APPROVE STREET NAME CHANGES OF (1) SILVERROCK WAY TO TALUS WAY AND (2) AHMANSON LANE TO PAINTED PEAK LANE; CEQA: DESIGN AND DEVELOPMENT DEPARTMENT HAS DETERMINED THE PROJECT IS EXEMPT FROM CEQA UNDER THE PROVISIONS OF SECTION 15061(b)(3) COMMON SENSE RULE; LOCATION: SILVERROCK WAY AND AHMANSON LANE (PROJECT: SNC 2022-0002)

RECOMMENDATION

Consider a request to adopt a resolution approving a street name change for SilverRock Way and Ahmanson Lane to Talus Way and Painted Peak Lane, respectively, subject to the Conditions of Approval and find the project exempt from CEQA pursuant to Section 15061(b)(3), Common Sense Rule.

EXECUTIVE SUMMARY

- Street Name Change 2022-0002 is proposed by SilverRock Development Company, LLC (Applicant) to change the street names SilverRock Way to Talus Way and Ahmanson Lane to Painted Peak Lane (Attachment 1).
- This process is regulated by La Quinta Municipal Code (LQMC) Chapter 14.08 Street Name Changes (Attachment 2).
- Applicant is requesting these changes due to the rebranding of the development from SilverRock to Talus (Attachment 3).
- On May 24, 2022, Planning Commission (Commission) recommended City Council approve of changing SilverRock Way to Talus Way but not approve of changing Ahmanson Lane to Painted Peak Lane. The applicant was not present at the Commission meeting.
- On June 21, 2022, City Council held a public hearing to consider the proposed street name change and remanded this proposal to the Commission to allow the applicant the opportunity to present the request and respond to the Commission's concerns and comments.

- On July 12, 2022, the Commission reconsidered and recommended Council approve of changing SilverRock Way to Talus Way but not approve of changing Ahmanson Lane to Painted Peak Lane at this time to allow applicant more time to incorporate ways to honor the Ahmanson history and name to the project.

FISCAL IMPACT

None. The cost to replace street signs would be borne by the applicant.

BACKGROUND/ANALYSIS

SilverRock Way and Ahmanson Lane are within the Talus Development. SilverRock Way is a public street that begins at Avenue 52 and runs south and east and connects to Jefferson Street. Ahmanson Lane is a private street that connects to SilverRock Way and runs south, with an endpoint roundabout that leads to the current golf clubhouse and future Montage Hotel Lobby.

Applicant submitted SNC2022-0002 to change SilverRock Way to Talus Way and Ahmanson Lane to Painted Peak Lane. The proposed street name changes are being proposed as part of a rebranding for the development. LQMC permits any individual to initiate a street name change, signed by at least 67% of the owners abutting the street. The owners abutting these streets include the Applicant and the City of La Quinta. Staff has reviewed the proposed request and it has met the requirements of LQMC Chapter 14.08.

On May 24, 2022, the Commission held a public hearing to consider the Applicant's request. The Applicant, Bruce Maize, was not present at this meeting to answer Commissioner's questions or comments. Mr. Maize indicated to staff that he mistakenly left the Planning Commission meeting early because he thought that this agenda item had already been discussed. The Commission adopted a Resolution that recommended City Council approve the street name change for SilverRock Way to Talus Way but did not recommend approval of changing Ahmanson Lane to Painted Peak Lane. Commissioners had concern on changing the Ahmanson Lane name due to its association with La Quinta history, specifically for its ties to the Ahmanson Ranch House (Golf Clubhouse).

Staff presented the Commission's recommendation to Council for consideration at a public hearing on June 21, 2022. The Council remanded the street name request to the Commission with the following specific direction: 1) Allow the Applicant the opportunity to present information about the request and address Commissioner concerns and comments; and 2) allow the Commission to submit, for Council review, a supplement to its recommendation or a new recommendation, in light of the applicant's information and responses to Commissioner comments. The Council continued the Public Hearing to the July

19, 2022 Council meeting to reconsider the application and the recommendation, including any supplement or new recommendation, submitted by the Commission.

The Commission considered the application on July 12, 2022 and received a presentation from the Applicant on the justification for changing the street names. After discussion, the Commission again recommended Council approve of changing SilverRock Way to Talus Way. For Ahmanson Lane, the Commission recommended that further exploration is done by the Applicant to honor the Ahmanson name, either through keeping the street name, a history wall recognition and/or naming a room as the "Ahmanson Room" in the new restaurant, or by other means. Commission was not fully receptive to the Painted Peak Lane street name, unsure of its relevance to the overall development and concerned on the removal of La Quinta history. The Applicant was receptive to this recommendation from the Commission and was willing to come back at a later date to revisit this name change.

ALTERNATIVES

- 1) Approve SilverRock Way changing to Talus Way but not approve Ahmanson Lane changing to Painted Peak Lane
- 2) Deny Street Name Change 2022-0002

AGENCY AND PUBLIC REVIEW

Public Agency Review

The applications were distributed to City staff, including the Riverside County Fire Department. All comments have been addressed and/or added as conditions of approval. The City also received a letter of public comment from Kay Wolff with comments regarding the Ahmanson name (Attachment 4).

ENVIRONMENTAL REVIEW

The Design and Development Department has determined that the proposed project is exempt from California Environmental Quality Act (CEQA) under provisions of Section 15061(b)(3). The activity is covered by the common sense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. In this case, it can be seen with certainty that there is no possibility that the proposal in question may have

a significant effect on the environment, therefore the proposal is not subject to CEQA.

Prepared by: Carlos Flores, Senior Planner

Approved by: Danny Castro, Design and Development Director

- Attachments:
1. Street Name Change Exhibit
 2. La Quinta Municipal Code Chapter 14.08
 3. Street Name Change Justification
 4. Kay Wolff public comment

CITY COUNCIL RESOLUTION 2022 - XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LA QUINTA, CALIFORNIA, APPROVING
A STREET NAME CHANGE OF SILVERROCK WAY
TO TALUS WAY**

CASE NUMBER: STREET NAME CHANGE 2022-0002

APPLICANT: SILVERROCK DEVELOPMENT COMPANY, LLC

WHEREAS, the Planning Commission of the City of La Quinta, California did, on April 26, 2022, adopt Planning Commission Resolution 2022-0009 announcing the intent to hold a public hearing on May 24, 2022, to review a street name change of SilverRock Way to Talus Way and of Ahmanson Lane to Painted Peak Lane, for the entirety of those two streets; and

WHEREAS, the Design and Development Department published a public hearing notice in The Desert Sun newspaper on May 6, 2022, and notices were posted on May 13, 2022 along both streets as prescribed by the Municipal Code; and

WHEREAS, the Planning Commission of the City of La Quinta, California did, on May 24, 2022, hold a duly noticed public hearing to consider the request of SilverRock Development Company, LLC, for said street name change and recommended City Council approval of changing SilverRock Way to Talus Way but did not recommend the change of Ahmanson Lane to Painted Peak Lane, citing concerns of removing references to La Quinta history; and

WHEREAS, the Design and Development Department published a public hearing notice in The Desert Sun newspaper on June 3, 2022, and notices were posted on June 9, 2022 along both streets; and

WHEREAS, the City Council of the City of La Quinta, California did, on June 21, 2022, consider this recommendation from Planning Commission and remanded the project to Planning Commission for additional consideration; and

WHEREAS, the Planning Commission of the City of La Quinta, California did, on July 12, 2022, reconsider this request and recommended City Council approve of changing SilverRock Way to Talus Way but did not

City Council Resolution 2022-XXX
Street Name Change 2022-0002
SilverRock Way & Ahmanson Lane
Adopted:
Page 2 of 3

recommend the change of Ahmanson Lane to Painted Peak Lane, citing concerns of removing references to Ahmanson Lane and provided direction to the Application to spend more time researching and gathering public input on ways to honor the Ahmanson name, through the restaurant, street name, and/or other ways throughout the development; and

WHEREAS, the City Council of the City of La Quinta, California did, on July 19, 2022, consider this recommendation from Planning Commission to approve the name change of SilverRock Way to Talus Way but not to change Ahmanson Lane to Painted Peak Lane; and

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

SECTION 1. That the above recitations are true and constitute the Findings of the City Council in this case; and

SECTION 2. That the above project be determined by the Planning Commission to be exempt from the California Environmental Quality Act requirements under the provisions of Section 15061(b)(3), Common Sense Rule; and

SECTION 3. That it does hereby approve Street Name Change 2002-0002 subject to the attached Conditions of Approval [Exhibit A].

PASSED, APPROVED, and ADOPTED at a regular meeting of the City of La Quinta City Council, held on this 19th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Council Resolution 2022-XXX
Street Name Change 2022-0002
SilverRock Way & Ahmanson Lane
Adopted:
Page 3 of 3

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

PLANNING COMMISSION RESOLUTION 2022-XXX
CONDITIONS OF APPROVAL - RECOMMENDED
STREET NAME CHANGE 2022-0002
SILVERROCK WAY & AHMANSON LANE
ADOPTED:
Page 1 of 1

EXHIBIT A

GENERAL

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

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

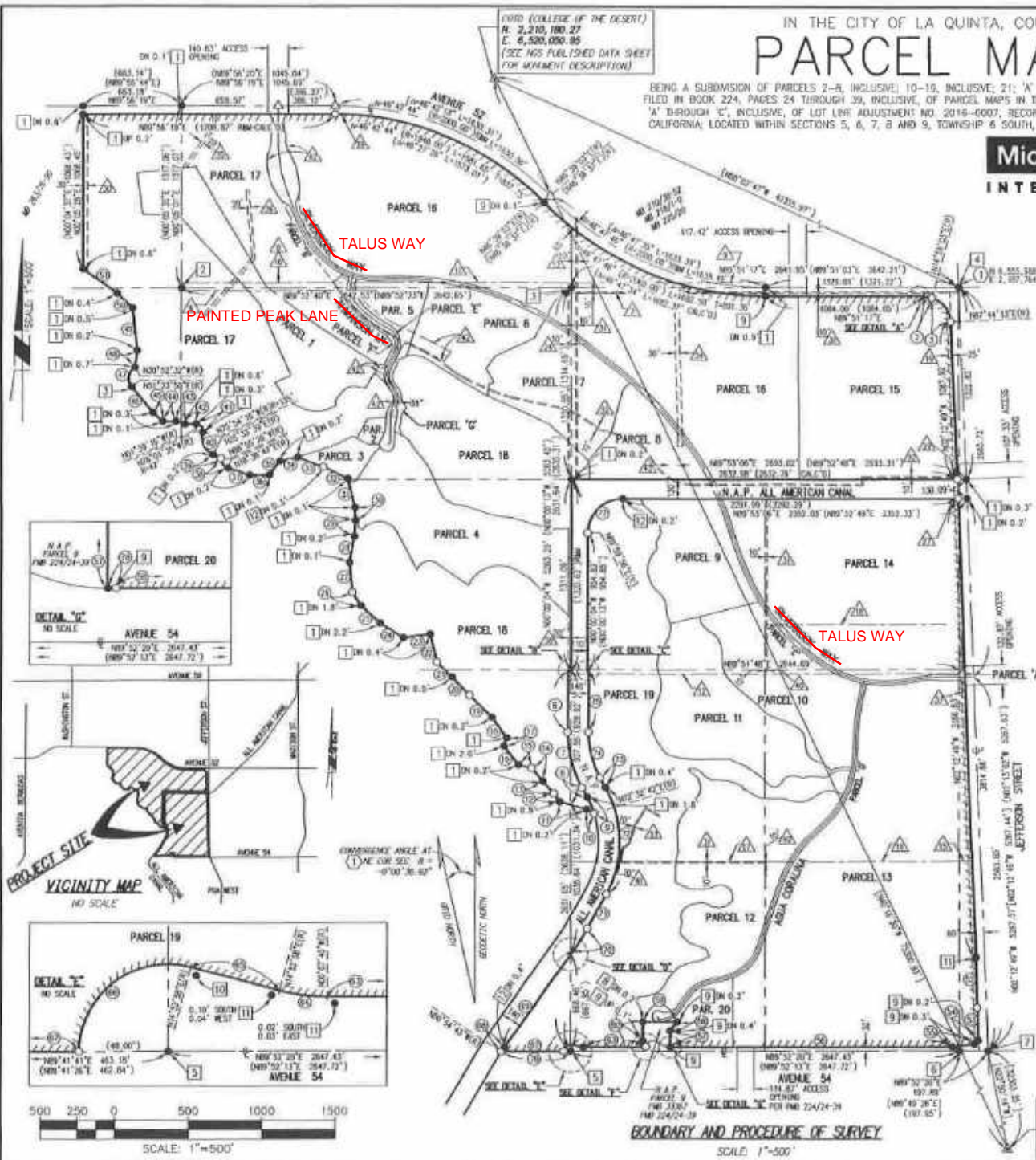
2. The applicant shall pay for the purchase and installation of any of the new street name signs required as part of this proposal.

2012
7/4

PARCEL MAP NO. 37207

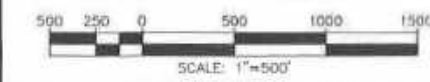
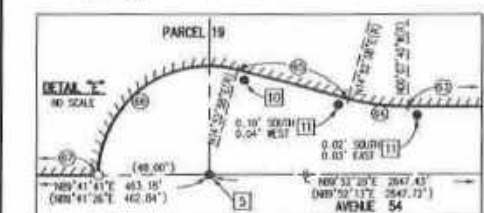
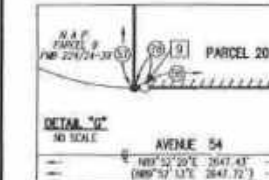
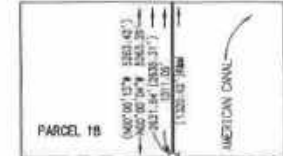
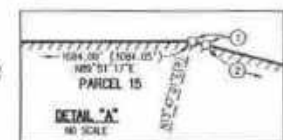
BEING A SUBDIVISION OF PARCELS 2-8, INCLUSIVE; 10-19, INCLUSIVE; 21; 'A' THROUGH 'E', INCLUSIVE; AND 'Y' THROUGH 'M', INCLUSIVE; OF PARCEL MAP NO. 33367 PER MAP FILED IN BOOK 224, PAGES 24 THROUGH 39, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA; AND PARCELS 'A' THROUGH 'C', INCLUSIVE, OF LOT LIFT ADJUSTMENT NO. 2016-0007, RECORDED 12/14/2016 AS INSTRUMENT NO. 2016-0557237, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; LOCATED WITHIN SECTIONS 5, 6, 7, 8 AND 9, TOWNSHIP 8 SOUTH, RANGE 7 EAST, S.B.M., IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

Michael Baker
INTERNATIONAL
APRIL 2015



SURVEYOR'S NOTES:

- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, UTM ZONE 18, AS DETERMINED LOCALLY BY THE LINE BETWEEN POINTS STATIONING LA QUINTA (2011) AND COLLEGE OF THE DESERT (2000), (DISPUTING PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 2011.00) AS SHOWN ON THE NATIONAL GEODETIC SURVEY PUBLISHED DATA SHEETS BEING NORTH 40° 48' 30.20" WEST.
- COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2011.00), BASED LOCALLY UPON THE FOLLOWING CONTINENTAL GPS CONTROL STATION AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY:
POINT N. 2,152,729.43 E. 6,508,720.81
POINT N. 2,210,189.27 E. 6,429,000.85
- COORDINATES SHOWN HEREON ARE EXPRESSED IN TERMS OF THE US SURVEY FOOT.
- DISTANCES SHOWN HEREON ARE SHOWN DISTANCES UNLESS OTHERWISE NOTED. TO CONVERT GRID INVERSE DISTANCES TO GROUND DISTANCES, DIVIDE GRID DISTANCE BY 0.999993300 COMBINED FACTOR TO OBTAIN GROUND DISTANCES.
- CALCULATIONS FROM GRID TO GROUND VALUES AND CONVERSION ANGLE FOR THIS SURVEY WERE MADE AT A POINT (1) WITH COORD. OF N. 6,555,508.9900", E. 2,187,704.0867", USING AN EL. OF 28.74 (NAVD83).
- (1) INDICATES CALCULATED GRID DISTANCES AND BEARINGS BASED ON CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2011.00), AS SHOWN HEREON.
- THIS MAP CONTAINS 20 NUMBERED PARCELS, 2 LETTERED PARCELS, AND 22.32 ACRES.
- ALL INDICATES RIGHTS OF ACCESS DEDICATED TO CITY OF LA QUINTA ON PARCEL MAP NO. 33367, FILED IN BOOK 224 OF PARCEL MAPS, PAGES 24 THROUGH 39, INCLUSIVE.
- SEE SHEET 4 FOR EASEMENT NOTES.
- SEE SHEET 4 DATA TABLE FOR CURVE AND COURSE DATA.
- (R) INDICATES RADIAL BEARINGS AS NOTED.
- ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE RECORDATION OF THIS MAP.
- SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH OR LEAD, TACK AND TAG "L.S. 8508", FLUSH, IN CONCRETE OR A SPREAD REBARAS REINFOR STAMPED "L.S. 8508", FLUSH, IN ASPHALT PAVEMENT INVOLVING A THICKNESS OF 2" OR MORE AT ALL NEAR PARCELS, CORNERS, BEAR AND SIDE PARCELS, ANGLE POINTS AND ENDS OF CURVE, IN LIEU OF FRONT CORNERS, SET LEAD, TACK AND TAG "L.S. 8508", AT P.L. PROD ON TOP OF CURB.
- DEFINES REVISION DATA PER REFERENCES BELOW:
R = REVISION DATA PER P.M. 224/24-39
/ = REVISION DATA PER LLA 2016-0007, INST. #2016-0557237, REC. 12/14/2016
- DEFINES SET MONUMENTS AS NOTED BELOW:
C) INDICATES SET 1" IRON PIPE TAGGED "L.S. 8508", IN GROUND, FLUSH.
A) INDICATES SET 1-1/2" COPPER-BELD MONUMENT STAMPED "L.S. 8508", FLUSH.
- DEFINES FOUND MONUMENTS AS NOTED BELOW:
A) INDICATES PUBLISHED LOCATION OF USGS GPS C.G.N.S. STATION.
M) INDICATES FOUND NAIL AND TAG "L.S. 8605", FLUSH, IN PAVEMENT.
B) INDICATES FOUND MONUMENT AS NOTED AND REFERENCED HEREON.
1) FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "L.S. 8605", FLUSH OR WITH DEPTH AS NOTED, PER P.M. 224/24-39.
2) FOUND 1" IRON PIPE WITH BRASS CAP, ALLESTIBLE, BEHT, DN. 1.2", PER P.M. 224/24-39. SET 1" IRON PIPE TAGGED "L.S. 8508", DN. 2.0", ACCEPTED AS NORTHEAST CORNER SECTION B.
3) FOUND NAIL IN LIEU OF SPINE & TAG PER P.M. 24/24-39. SET 1" IRON PIPE TAGGED "L.S. 8508" FOR NORTH 1/4 CORNER SECTION B.
4) FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "FPM" (ALLEGEDLY), DN. 2.3", NO REFERENCE, ACCEPTED AS NORTHEAST CORNER SECTION B.
5) FOUND 1" IRON PIPE, OPEN, DN. 0.1", PER P.M. 224/24-39. SET TAG "L.S. 8508" FOR SOUTH 1/4 CORNER SECTION B.
6) FOUND 1-1/4" IRON PIPE WITH 1-1/2" BRASS CAP STAMPED "L.S. 8508", FLUSH, PER P.M. 224/24-39. ACCEPTED AS SOUTHWEST CORNER SECTION B.
7) FOUND 1-1/4" IRON PIPE WITH 1-1/2" BRASS CAP STAMPED "L.S. 1258" (ALLEGEDLY), FLUSH, PER P.M. 224/24-39. ACCEPTED AS NORTHEAST CORNER OF SECTION B.
8) FOUND 3/4" IRON PIPE, OPEN, DN. 0.4" OR AS WITH DEPTH AS NOTED, PER P.M. 224/24-39. SET TAG "L.S. 8508".
9) FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "L.S. 8605", FLUSH OR WITH DEPTH AS NOTED, PER P.M. 224/24-39.
10) FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "L.S. 8605", PER P.M. 224/24-39. DN. 0.2', 0.03" SOUTH AND 0.20" EAST OF CORRECT POSITION.
11) FOUND NAIL & TAG "L.S. 8605" FLUSH PER P.M. 224/24-39.
12) FOUND 1" IRON PIPE, OPEN, DN. 0.3" OR AS NOTED, PER P.M. 224/24-39.



BOUNDARY AND PROCEDURE OF SURVEY
SCALE 1"=500'

PARCEL (LA QUINTA CS2005)
N. 2,152,729.43
E. 6,508,720.81
(SEE HAS PUBLISHED DATA SHEET FOR MONUMENT DESCRIPTION)

Title 14 - STREETS AND SIDEWALKS
Chapter 14.08 STREET NAME CHANGES

Chapter 14.08 STREET NAME CHANGES

14.08.010 Petition for initiation of street name change.

Any person may initiate a street name change for any reason consistent with law, by complying with the provisions of this chapter.

(Ord. 10 § 1, 1982)

14.08.020 Initiation of petition.

A proposed change of street name may be initiated by filing with the planning commission an application in the form prescribed by the city manager and signed by the owners of at least sixty percent (60%) of the lineal frontage abutting the street to be affected.

(Ord. 10 § 1, 1982)

14.08.030 Application fee.

The application shall be accompanied by a fee in an amount established by resolution of the city council, in order to defray the costs of publishing, posting and processing, as hereinafter prescribed.

(Ord. 10 § 1, 1982)

14.08.040 Manager's examination.

The city manager shall examine the application and determine the sufficiency of same as to the percentage requirement of Section 14.08.020.

(Ord. 10 § 1, 1982)

14.08.050 Adoption of resolution of intention.

Upon determination of the sufficiency of the petition, the commission shall adopt a resolution of intention to change name and set a date for public hearing not less than thirty (30) days from the date of adoption of the resolution.

(Ord. 10 § 1, 1982)

14.08.060 Publication.

The city manager shall provide for at least one (1) publication of the resolution of intention in a newspaper of general circulation within the city at least fifteen (15) days prior to the hearing date.

(Ord. 10 § 1, 1982)

14.08.070 Posting.

The city manager shall provide for posting copies of the resolution of intention in at least three (3) public places along the street proposed to be affected. The posting shall be completed at least ten (10) days prior to the hearing date.

(Ord. 10 § 1, 1982)

14.08.080 Commission hearing.

At the time set for hearing, or at any time to which the hearing may be continued, the commission shall hear and consider proposals to adjust, alter or change the name(s) of the street(s) mentioned in the resolution, and objections to the proposals.

(Ord. 10 § 1, 1982)

14.08.090 Commission recommendation.

At or after the conclusion of the hearing, the commission may make any recommendation to the city council which the commission deems appropriate. In its deliberations the commission shall consider any applicable specific plans in effect.

(Ord. 10 § 1, 1982)

14.08.100 Council action.

The city council may, pursuant to California Government Code Section 34091.1, take such action as it deems appropriate upon the recommendation of the commission, and failure to take action within sixty (60) days after submission of the commission's recommendation shall be deemed denial of the application.

(Ord. 10 § 1, 1982)

14.08.110 Commission recommendation without petition and hearing.

Notwithstanding any other parts of this code, the commission may, for any reason it deems in the public interest and necessity, recommend to the city council that a street name be changed. The recommendation may be made without complying with the requirements of Sections 14.08.020 through 14.08.080. The recommendation shall be in the form of a resolution of the commission directed to the city council. Thereafter the city council shall take such action as it deems appropriate.

(Ord. 10 § 1, 1982)

SilverRock Development Company, LLC

November 30, 2021

Carlos Flores
CITY OF LA QUINTA
78495 Calle Tampico
La Quinta, CA 92253

RE: Talus Way

Dear Carlos:

SilverRock Development Company requests that the street "SilverRock Way" of Parcel Map No. 37207 be renamed as "Talus Way."

The change is to reflect the rebranding of the SilverRock development to Talus.

Thank you for your consideration.

Sincerely,

Kaleena Klimeck

Kaleena Klimeck
Assistant Project Manager – The Robert Green Company, Inc.

Cc: Robert Green, RGC
Josh Frantz, RGC
Amy Yu, City of La Quinta
Rich Vaughn, MBI

SilverRock Development Company, LLC

November 30, 2021

Carlos Flores
CITY OF LA QUINTA
78495 Calle Tampico
La Quinta, CA 92253

RE: Painted Peak Lane

Dear Carlos:

SilverRock Development Company requests that the street "Ahmanson Lane" of Parcel Map No. 37207 be renamed as "Painted Peak Lane."

The name speaks to the *genius loci* of the site; it conveys both geological and atmospheric aspects of the street as it describes the impressive quality of light that washes the prominent mountain range and the effect it imposes on the area. Additionally, Talus' iconography is of the painted peaks. Thus, the street name change will also reinforce the community's branding.

Thank you for your consideration.

Sincerely,

Kaleena Klimeck

Kaleena Klimeck
Assistant Project Manager – The Robert Green Company, Inc.

Cc: Robert Green, RGC
Josh Frantz, RGC
Amy Yu, City of La Quinta
Rich Vaughn, MBI

From: Kay Wolff <KayWolff@msn.com>
Sent: Monday, June 20, 2022 7:47 PM
To: Monika Radeva
Subject: WRITTEN COMMENT FOR JUNE 21, 2022 COUNCIL MEETING

EXTERNAL: This message originated outside of the City of La Quinta. Please use proper judgement and caution when opening attachments, clicking links or responding to requests for information.

Kay Wolff
77-227 Calle Ensenada, La Quinta
760-564-4070

Public Hearing #3 Renaming of Streets in Talus development

Please do not rename Ahmanson Way.

The Ahmanson Ranch is historically significant to our city. This street now leads to the original 1902 ranch house and the area of the Robert Trent Jones golf course and replicas of Mayan stonework. The cattle ranch consisted of over 500 acres.

The Historical Society placed two historic plaques to emphasize the importance of this property.

I agree with the comment of Planning Commissioner Mary Caldwell, who cautioned that we should not "erase the history" of our City.

Sent from [Mail](#) for Windows

Public Works/Engineering Quarterly Report

April 1, 2022 - June 30, 2022

The Public Works Department consists of six divisions: Engineering, Capital Improvement Projects (CIP), Parks, Lighting & Landscape, Traffic, Facilities, and Public Works Street Maintenance.

Engineering Services:

Provides engineering design, construction oversight, and traffic support on a variety of infrastructure projects that help keep La Quinta safe and beautiful. Here are some activities for April, May, and June 2022:

CIP Projects - In Progress

- **Jefferson and Avenue 53 Roundabout** - West side of the street was graded, and shaped for street, curb, and gutter.



- **La Quinta Landscape Renovation Improvements - Topaz** - demolition on Dune Palms was finalized, and the layout for irrigation on the main line and installation commenced on Miles Avenue.



Public Works Development

Engineering assistance and project review during April, May, and June 2022:

Project Reviews Completed

PERIOD	2022	2021	Percentage Change From Last Year
April	61	45	36% ▲
May	51	56	9% ▼
June	27	89	67% ▼
Year to Date	347	323	7% ▲

Permits Issued

PERIOD	2022	2021	Percentage Change From Last Year
April	20	20	0%
May	16	10	60% ▲
June	13	19	32% ▼
Year to Date	96	88	9% ▲

Traffic

- The traffic operations team completed 142 citizen request work orders, 14 preventative maintenance work orders, and 9 emergency on call work orders.
- All video detection on Highway 111 corridor and the Washington Street corridor has been upgraded as part of the CV Sync project.
- Improvements to the Traffic Operation Center has begun as part of the CV Sync project.



Parks and L&L

Parks Update:

- Desert native plant material was installed at the Bear Creek Trail from Avenida Morales to Avenida Ensenada.
- Playground safety fill was installed at La Quinta park and updated decals were added to the Fitness Court.
- Trees were trimmed and general landscape maintenance was performed.

L&L Update:

- The landscape on the center median on Avenue 54 and at Fire stations 70 and 93 was refurbished and refreshed.
- Colored lights were installed on palm trees at the Village streets.



Facilities

Buildings/Fleet - the following items were completed:

- **X-Park** - Installed ADA and egress signage, baby changing station, and bathroom fixtures.
- Outfit 8 Chevy Silverado trucks and 2 Chevy Equinox SUVs with the following equipment: safety lighting, logos, truck bed liners, tie down straps, and spare key programming.
- 250 work orders, including but not limited to: HVAC maintenance, graffiti removal, park vandalism, facilities maintenance, plumbing, electrical and general repairs, preventative maintenance, fire station maintenance, and personnel requests.

Public Works Street Maintenance

147 work requests were completed, including:

- Accident/Damage/Risk
- Debris/Litter Removal/Right of Way Maintenance
- Graffiti Removal (Right-of-Way)
- Pothole or Street Repair
- Sidewalk Repair/Concrete
- Storm Drain Repair and Maintenance
- Street Sweeping
- Street Sign Repair/Maintenance
- Vehicle/Equipment/Operations Yard Maintenance
- Tree Issues





**FINANCING AUTHORITY
SPECIAL MEETING
MINUTES
TUESDAY, JUNE 21, 2022**

CALL TO ORDER

A special meeting of the La Quinta Financing Authority was called to order at 10:16 p.m. by Chairperson Evans.

This meeting provided teleconferencing accessibility pursuant to Executive Orders N-60-20 and N-08-21 executed by the Governor of California, and subsequently Assembly Bill 361 (AB 361, 2021), enacted 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.).

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

ABSENT: None

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA – Confirmed

BUSINESS SESSION

- 1. ADOPT RESOLUTION TO APPROVE FISCAL YEAR 2022/23 LA QUINTA FINANCING AUTHORITY BUDGET**
[RESOLUTION NO. FA 2022-001]

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

MOTION – A motion was made and seconded by Authority Members Fitzpatrick/Sanchez to adopt Resolution No. FA 2022-001 approving Fiscal Year 2022/23 Financing Authority Budget, as recommended:

A RESOLUTION OF THE FINANCING AUTHORITY OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING FISCAL YEAR 2022/23 BUDGET

Motion passed unanimously.

CHAIR AND BOARD MEMBERS' ITEMS – None

ADJOURNMENT

There being no further business, it was moved and seconded by Authority Members Radi/Sanchez to adjourn the meeting at 10:18 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, Authority Secretary
La Quinta Housing Authority



**PLANNING COMMISSION
MINUTES
TUESDAY, OCTOBER 26, 2021**

CALL TO ORDER

A regular meeting of the La Quinta Planning Commission was called to order at 5:00 p.m. by Chairperson Nieto.

This meeting provided teleconferencing accessibility pursuant to Executive Orders N-60-20 and N-08-21 executed by the Governor of California, and subsequently Assembly Bill 361 (AB 361, 2021), enacted 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.).

PRESENT: Commissioners Caldwell, Currie, Hassett, McCune, Tyerman, and Chairperson Nieto

ABSENT: Commissioner Proctor

STAFF PRESENT: Design & Development Director Danny Castro, Planning Manager Cheri L. Flores, Senior Planner Carlos Flores, Public Works Director/City Engineer Bryan McKinney, and Commission Secretary Tania Flores

PLEDGE OF ALLEGIANCE

Vice Chairperson Currie led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Sheila Warren, La Quinta - opposed the Coral Mountain Resort project; cited letter from Edward Lister Smillow, a resident and Board Member of the California Alliance for Golf, which provided a comparison of Golf Course Development with the proposed project.

PUBLIC SPEAKER: Alena Callimanis, La Quinta – opposed the Coral Mountain Resort project; expressed concerns regarding site location and the proximity to Cantera project; provided water consumption usage per Coachella Valley Water District charts and expressed concerns regarding water depletion and compared Valley’s projected water usage with projected future water supplies; urged the Commission to consider water supply shortages when reviewing upcoming and future projects.

CONFIRMATION OF AGENDA – Confirmed.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATION – None.

CONSENT CALENDAR

1. **APPROVAL OF MINUTES DATED SEPTEMBER 14, 2021**
2. **ADOPT A RESOLUTION FINDING THE PROPOSED PURCHASE BETWEEN THE CITY OF LA QUINTA AND SHOVLIN PROPERTIES FOR CERTAIN PROPERTY LOCATED AT 78370 HIGHWAY 111 CONSISTENT WITH THE GENERAL PLAN 2035** [PC RESOLUTION NO. 2021-012]

CONSENT CALENDAR ITEM NO. 1

Vice Chairperson Currie requested administrative corrections to the September 14, 2021, meeting minutes to include removing staff comments made during the minutes review process on page 1 under the “Staff Present” section and typo on page 4.

CONSENT CALENDAR ITEM NO. 2

Staff advised the Commission that the purview of this decision was only whether or not to find this purchase consistent with the General Plan and not to approve an agreement with any other entity in regard to this property. Staff answered Commission questions regarding intended use, possible future connection to CV Link, ownership and property lines, and how this purchase was being funded.

MOTION – A motion was made and seconded by Chairperson Nieto and seconded by Commissioner Caldwell to approve the Consent Calendar, with revisions to Item No. 1 Planning Commission meeting minutes of September 14, 2021, as discussed, and Consent Calendar Item No. 2 adopting Planning Commission Resolution 2021-012. AYES: Commissioners Caldwell, Currie, Hassett, McCune, Tyerman, and Chairperson Nieto. NOES: None. ABSENT: Commissioner Proctor. ABSTAIN: None. Motion passed.

BUSINESS SESSION

1. **APPROVE CANCELLATION OF REGULAR PLANNING COMMISSION MEETINGS OF NOVEMBER 23, 2021, AND DECEMBER 28, 2021**

Commission waived reading of the staff report, which is on file in the Design and Development Department.

MOTION – A motion was made and seconded by Commissioners Caldwell/Currie to approve the cancellation of the regular Planning Commission meetings of November 23, 2021, and December 28, 2021, as recommended. AYES: Commissioners Caldwell, Currie, Hassett, McCune, Tyerman, and Chairperson Nieto. NOES: None. ABSENT: Commissioner Proctor. ABSTAIN: None. Motion passed.

STUDY SESSION

1. REVIEW IMPLEMENTATION OF NEW STARBUCKS DRIVE-THROUGH; LOCATION: NORTHWEST CORNER OF WASHINGTON STREET AND CALLE TAMPICO

Senior Planner Flores presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding drive-thru design, queuing lines, stacking, and bottlenecking concerns at menu; vehicle noise and emission odors effects on patio seating; landscaping and property maintenance responsibilities; safety concerns regarding the Electric Vehicle Charging station near patio.

Project Manager Paul Bernard of LQ Investors spoke in regard to the previous landscaping issues requiring repairs and future landscape and tree trimming plans for the shopping center.

PUBLIC HEARINGS

1. ADOPT A RESOLUTION TO APPROVE CONDITIONAL USE PERMIT AND SITE DEVELOPMENT PERMIT FOR A NEW 4,335 SQUARE FOOT DRIVE- THROUGH BUILDING FOR A PANERA RESTAURANT; CEQA: DESIGN AND DEVELOPMENT DEPARTMENT HAS DETERMINED THE PROJECT IS CONSISTENT WITH EA 1996-319; LOCATION: 78902 HIGHWAY 111 [PC RESOLUTION NO. 2021-013]

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – None.

Senior Planner Flores presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding double drive-through lane usage, stacking, and menu board location; pedestrian access across drive-through lanes and safety concerns; project relationship to the Highway 111 corridor plan; future link to cultural trail; changes in square footage of the building as proposed; landscaping responsibility.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 6:11 P.M.

PUBLIC SPEAKER VIA TELEPHONIC ACCESSIBILITY: Alena Callimanis, La Quinta – suggested speed bump/hump addition to the drive-through at the pedestrian access point; opposed the need of drive-through accessibility for this particular restaurant.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 6:13 P.M.

Commission discussion followed regarding drive-through lane usage, stacking, and menu board location; the project consistency with the Highway 111 corridor plan; possibility of adding speed bump/hump/table at pedestrian crossing area in the drive-through lane.

Chairperson Nieto spoke in opposition to the project citing inconsistency with the vision for the Highway 111 corridor plan; increased traffic and vehicle use by drive-through customers; drive-through saturation in this area the other drive-through eateries in close proximity to this project.

MOTION – A motion was made and seconded by Commissioners Caldwell/Currie to adopt Planning Commission Resolution 2021-0013 to approve Conditional Use Permit 2021-0001 and Site Development Permit 2021-0006, subject to the Findings and Conditions of Approval as amended, and find the project consistent with Environmental Assessment 1996-319.:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT 2021-0001 AND SITE DEVELOPMENT PERMIT 2021-0006 FOR A NEW 4,335 SQUARE FOOT DRIVE-THROUGH BUILDING FOR A PANERA RESTAURANT AT 78902 HIGHWAY 111

CASE NUMBERS: CONDITIONAL USE PERMIT 2021-0001, SITE DEVELOPMENT PERMIT 2021-0006, AND ENVIRONMENTAL ASSESSMENT 2021-0004 (MASTER PROJECT 2021-0003)

APPLICANT: RSI GROUP

AYES: Commissioners Caldwell, Currie, Hassett, McCune, and Tyerman. NOES: Chairperson Nieto. ABSENT: Commissioner Proctor. ABSTAIN: None. Motion passed.

REPORTS AND INFORMATIONAL ITEMS – None.

COMMISSIONERS' ITEMS

Commissioner Caldwell made comments regarding her recent attendance at the Concert in the Park and commended Staff, the Committee, and Commissioner McCune for putting together a successful event. Chairperson Nieto seconded that comment. Commissioner McCune thanked Finance and the Ad-Hoc Committee for their work in planning the event as well.

Commissioner Tyerman expressed some concern with water consumption throughout the valley; the importance of water management; suggested providing educational opportunities regarding water usage and management for the public. Chairperson Nieto recommended Coachella Valley Water District's recent presentation on this topic. Vice Chairperson Currie added that Imperial Irrigation District does provide a water tour for further education on water usage and conservation.

Chairperson Nieto spoke regarding the Palm Springs park that recently opened in front of the Palm Springs Art Museum and its representation of desert area parks in relation to cooling and shading as well as the water feature and misting station.

STAFF ITEMS

1. WIRELESS TELECOMMUNICATIONS INVENTORY UPDATE

Associate Planner Fernandez presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding cell tower coverage and pending cell tower sites approved but not yet operational.

2. VERBAL UPDATE ON CITYWIDE PROJECTS

Planning Manager Flores presented an update on citywide projects including the Highway 111 corridor plan, the Housing and Safety Element, Coral Mountain Resort, Caleo Bay Park, Piazza Serena, Andalusia, The Village at 58, the former Steinmart building, The Peak, Jefferson Apartments, Rapport Furniture, Pavilion Palms, Grocery Outlet and Signature at PGA West.

Chairperson Nieto questioned the status of the California Desert Museum of Art project site and if there had been any prospects to repurpose the site.

ADJOURNMENT

There being no further business, it was moved and seconded by Commissioners Caldwell/Hassett to adjourn the meeting at 6:48 p.m. AYES: Commissioners Caldwell, Currie, Hassett, McCune, Tyerman and Chairperson Nieto. NOES: None. ABSENT: Commissioner Proctor. ABSTAIN: None. Motion passed.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'T. Flores', with a horizontal line extending to the right.

TANIA FLORES, Commission Secretary
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)



**PLANNING COMMISSION
MINUTES
TUESDAY, JANUARY 11, 2022**

CALL TO ORDER

A regular meeting of the La Quinta Planning Commission was called to order at 5:01 p.m. by Chairperson Nieto.

This meeting provided teleconferencing accessibility pursuant to Executive Orders N-60-20 and N-08-21 executed by the Governor of California, and subsequently Assembly Bill 361 (AB 361, 2021), enacted 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.).

PRESENT: Commissioners Caldwell (via teleconference), Currie, Hassett, McCune, Proctor, Tyerman, and Chairperson Nieto

ABSENT: None

STAFF PRESENT: Design & Development Director Danny Castro, Public Works Director/City Engineer Bryan McKinney, Planning Manager Cheri L. Flores, Senior Planner Carlos Flores, Associate Planner Siji Fernandez, Commission Secretary Tania Flores, Assistant City Attorney Travis Van Ligten (via teleconference)

CONSULTANTS: Planning Consultant Nicole Criste with Terra Nova Planning & Research, Inc.

PLEDGE OF ALLEGIANCE

Commissioner McCune led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Alena Callimanis, La Quinta – provided information regarding water conservation, levels, and usage; opposed the Coral Mountain Resort project due to water consumption concerns; provided drone footage of proposed site.

CONFIRMATION OF AGENDA – Confirmed.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATION – None.

CONSENT CALENDAR

1. APPROVE MEETING MINUTES OF OCTOBER 26, 2021

MOTION – A motion was made and seconded by Commissioners Proctor/Currie to approve the Consent Calendar, as presented. Motion passed unanimously.

BUSINESS SESSION – None.

STUDY SESSION – None.

PUBLIC HEARINGS

- 1. ADOPT A RESOLUTION TO APPROVE SITE DEVELOPMENT PERMIT 2021-0007 (SDP 2004-816, AMENDMENT NO. 2) AND MINOR ADJUSTMENT 2021-0010 TO AMEND SINGLE FAMILY RESIDENTIAL PLANS FOR BELLA AT PIAZZA SERENA; CEQA: THE PROJECT IS CONSISTENT WITH PREVIOUSLY CERTIFIED MITIGATED NEGATIVE DECLARATION PREPARED FOR PIAZZA SERENA (EA2001-417). LOCATION: NORTHWEST CORNER OF AVENUE 58 AND MONROE STREET**

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – None.

Associate Planner Fernandez presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding the Minor Adjustments (MA) requested for lots 9 and 40; reductions in square footage of the units in the proposed plans, elevation height changes, garage sizes and measurements, and how square footage is calculated for projects; the Imperial Irrigation District (IID) project letter citing submittal requirements; CEQA compliance and consistency with previously approved Mitigated Negative Declaration; reasons for the MA requested and the ability to add a residential pool to each lot; public response letters and what changes were made due to these letters; exterior landscaping plans; short-term vacation rental permit allowance; solar energy provisions.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 5:44 P.M.

Applicant Edgar Gomez of Richmond American Homes provided a brief presentation regarding the history of this phase of the project; existing homeowner and homeowner association outreach addressing architectural, landscaping, and square

footage concerns; IID and Coachella Valley Water District (CVWD) ability to service the project; consistency with the residential standards, zoning code, general plan policies, and site and landscape design criteria; phasing and timeline for construction buildout and landscaping; reason for the changes to square footage of individual units; proposed location of the model homes; managing Homeowner's Association for the new phase of the development; the Contemporary Prairie elevation architecture and design consistency; construction access through emergency access gate; pool and landscaping packages; supply chain issues and material shortages; interest and pre-sale units.

Director Castro noted the Commission's review and consideration of this item was regarding the Site Development Permit Amendment request to amend the single family residential plans for Bella at Piazza Serena.

PUBLIC SPEAKER: Alena Callimanis, La Quinta – declined public comment as her questions were answered.

PUBLIC SPEAKER: Carl Coggins, La Quinta – opposed the project due to garage capacity, and the design and architecture of the proposed homes.

PUBLIC SPEAKER: David Crouse, La Quinta – opposed the project due to appearance, size and quality of the proposed homes including garage sizes; fireplaces as options rather than standard; price point affecting the values of the existing and surrounding homes.

PUBLIC SPEAKER: Charles Hawkins, La Quinta – expressed appreciation for existing homes within Piazza Serena; provided a brief history of the project; opposed the project due to reduction in square footage of proposed homes.

PUBLIC SPEAKER: Tamara Hay, La Quinta – opposed the project due to the reduction in square footage and expected base price of the proposed homes; inconsistency with architectural design of plans within the project; lack of communication with Applicant.

PUBLIC SPEAKER: Donald Imoto, La Quinta – opposed the project due to decreased square footage and inconsistency of the proposed architectural design with the existing homes.

PUBLIC SPEAKER: Fonda Lacerra, La Quinta – opposed the project due to decreased square footage and discrepancy in calculations of living space versus total building footprint; expressed concerns regarding the reputation of Applicant.

PUBLIC SPEAKER: David Nola, La Quinta – opposed the project due to lack of communication from the Applicant, decreased square footage of the proposed units

and inconsistency with existing units and surrounding communities; use of the emergency access road for construction and safety concerns; reputation of the Applicant.

PUBLIC SPEAKER: Phillip Reyes, La Quinta – declined public comment as all concerns had been addressed.

PUBLIC SPEAKER: Raymond Curt Starkweather, La Quinta resident and President of the Piazza Serena Homeowner’s Association – opposed the project due to decreased square footage and inconsistency of the architectural design of the proposed units with the existing homes.

PUBLIC SPEAKER: John “Randy” Young, La Quinta – opposed the project due to decreased square footage of proposed units.

PUBLIC SPEAKER: Rosalie Young, La Quinta – declined to speak stating her husband addressed her concerns.

PUBLIC SPEAKER VIA TELECONFERENCE: Natalie Kennel, La Quinta – opposed the project due to the negative reputation of the Applicant; lack of Applicant’s area specific knowledge and experience; lack of communication from Applicant; decreased garage size and capacity.

Staff answered Commission questions regarding changes to the livable square footage versus building footprint square footage; Applicant responded to Commission questions and Public Speaker comments regarding calculated square footage, the Applicant’s reputation, and knowledge of the area.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 6:50 P.M.

Commission discussion followed regarding architectural design; discrepancy of calculating livable square footage versus building footprint square footage; the Commission’s purview of consideration; market for smaller sized homes; amending the conditions of approval to include items discussed; real estate values of smaller homes.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING RE-OPEN AT 6:58 P.M.

Applicant provided additional information regarding the request for the amendment. Staff provided additional information regarding the Commission’s purview as it related to this item and the La Quinta Municipal Code; Minor versus Major modification process and the 10% rule.

PUBLIC SPEAKER: David Nola, La Quinta – opposed the project amendment due to decreased livable square footage and the affects this will have on the value of the existing homes within the project; the reputation of the Applicant.

PUBLIC SPEAKER: Tommi Lacerra, La Quinta – opposed the project due to decreased square footage and the affects this will have on value of existing homes within the project and surrounding developments.

PUBLIC SPEAKER: Jason Trada, La Quinta – opposed the project due to poor salesmanship and lack of trust of the Applicant; decreased square footage and the effects on the home values of the existing homes.

Applicant responded to comments made regarding the anticipated price points of the proposed homes with floor plans as presented.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING RE-CLOSED AT 7:10 P.M.

Commission discussion followed regarding exterior landscape; the quantity of plan type most affected by reduction in square footage; affects the proposed changes would have on the value of the existing homes; the need for compromise to finish the project; emergency access point for construction access; need for side-by-side comparison of square footage including livable space, garage size, and footprint of each plan.

Commissioner Caldwell recommended a motion for continuance to allow for the Commission's and public concerns to be addressed by the Applicant and City Staff. Assistant City Attorney Van Ligten provided instruction on procedures for continuing the hearing. Commission and staff discussed square footage calculations.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING RE-OPEN AT 7:17 P.M.

Staff, Commission, and Applicant discussed timeline for continuation of this item. Assistant City Attorney Van Ligten clarified the differences between denying this request or continuing the item and what the Commission's purview would be if the item was to be continued.

MOTION – A motion was made and seconded by Chairperson Nieto/ Commissioner Hassett to continue the Public Hearing for consideration of adoption of a Resolution to approve a new architectural plan set for Bella at Piazza Serena, a Minor Adjustment to setbacks on two lots, and find the project consistent with previously certified Mitigated Negative Declaration, to a date certain of February 8, 2022. Motion passed unanimously.

- 2. CONSIDER NEGATIVE DECLARATION (EA2021-0010), AND GENERAL PLAN AMENDMENT 2020-0001, FOR THE 2022-2029 HOUSING ELEMENT UPDATE AND UPDATES TO 2035 GENERAL PLAN CHAPTER IV, ENVIRONMENTAL HAZARDS (SAFETY ELEMENT), TAKE PUBLIC TESTIMONY, AND CONTINUE TO FEBRUARY 8, 2022; CEQA: A NEGATIVE DECLARATION WAS PREPARED UNDER ENVIRONMENTAL ASSESSMENT 2021-0010; LOCATION: CITY-WIDE**

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – None.

Planning Consultant Criste presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding the removal of discretionary findings from permitting requirements found on page 104 of the agenda packet and the City's ability to make findings related to development standards, general plan, and zoning ordinances; identifying and allocating sites for affordable housing; the City's ability to facilitate an increase in affordable housing access; identified properties to RHNA requirements and utilization of available properties; costs associated with building affordable housing and how those figures are calculated; specific sites removed from a previous prospective affordable housing list; zoning amendments required for affordable housing overlay and development standards; converting private housing to affordable housing; state versus local control over findings; the status of Season La Quinta at Mira Flores.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 8:11 P.M.

PUBLIC SPEAKER: None.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 8:12 P.M.

The Commission expressed appreciation to Planning Consultant Criste and the Planning Staff for their work on preparing the Housing Element for consideration.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING RE-OPEN AT 8:13 P.M.

MOTION – A motion was made and seconded by Commissioners McCune/Proctor to continue the Public Hearing to consider adoption of a Resolution recommending City Council approval of a Negative Declaration (EA2021-0010), and a General Plan Amendment (GPA2020-0001) for the 2022-2029 Housing Element Update and updates to the 2035 General Plan Chapter IV, Environmental Hazards (Safety Element), to a date certain of February 8, 2022. Motion passed unanimously.

STAFF ITEMS – None.

REPORTS AND INFORMATIONAL ITEMS – None.

COMMISSIONERS' ITEMS

Commissioner McCune requested Assistant City Attorney Van Ligten provide additional clarification relating to the calculating of residential square footage by various entities including the County Tax Assessor, City, and Real Estate Agents at a future meeting.

Chairperson Nieto requested additional information on State legislature as it relates to housing including SB8, SB9 and SB10.

ADJOURNMENT

There being no further business, it was moved and seconded by Commissioners Proctor/Currie to adjourn the meeting at 8:20 P.M. Motion passed unanimously.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'T. Flores', with a horizontal line extending to the right.

TANIA FLORES, Commission Secretary
City of La Quinta, California

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**PLANNING COMMISSION
MINUTES
TUESDAY, JANUARY 25, 2022**

CALL TO ORDER

A regular meeting of the La Quinta Planning Commission was called to order at 5:05 p.m. by Chairperson Nieto.

This meeting provided teleconferencing accessibility pursuant to Executive Orders N-60-20 and N-08-21 executed by the Governor of California, and subsequently Assembly Bill 361 (AB 361, 2021), enacted 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.).

PRESENT: Commissioners Caldwell, Currie, Hassett (joined at 5:13 P.M.), McCune (joined 5:15 P.M.), Proctor, Tyerman, and Chairperson Nieto

ABSENT: None

STAFF PRESENT: Design & Development Director Danny Castro, Public Works Director/City Engineer Bryan McKinney, Planning Manager Cheri L. Flores, Senior Planner Carlos Flores, Associate Planner Siji Fernandez, Commission Secretary Tania Flores, City Attorney Bill Ihrke

CONSULTANTS: Planning Consultant Nicole Criste with Terra Nova Planning & Research, Inc.

PLEDGE OF ALLEGIANCE

Commissioner Proctor led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Alena Callimanis, La Quinta – opposed the Coral Mountain Resort project and provided information regarding extreme heat, California Health and Safety Code Chapter 5 pertaining to Safe Recreational Water Use; water consumption.

PUBLIC SPEAKER: Armita Ariano, Coachella Valley Water Keeper Staff Attorney – opposed the Coral Mountain Resort project and disputed Coachella Valley Water District’s representation of the water supply for the project; provided information regarding water supply shortages and future water restrictions; environmental justice issues due to increased water consumption.

PUBLIC SPEAKER: Mike Rowe, La Quinta – requested that the Planning Commission take Public Hearing Item No. 3 regarding Griffin Ranch first to limit the public and applicant wait time as the recommendation for that item is for continuance.

MOTION – A motion was made by Chairperson Nieto to move the Public Hearing Item No. 3 to the first Public Hearing Item for consideration. Motion passed unanimously.

CONFIRMATION OF AGENDA

MOTION – A motion was made and seconded by Commissioners Proctor/Caldwell to confirm the Agenda as amended. Motion passed unanimously.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATION – None.

CONSENT CALENDAR

- 1. ADOPT RESOLUTION FINDING THE PROPOSED PURCHASE BETWEEN THE CITY OF LA QUINTA AND MANNINO LIVING TRUST FOR CERTAIN PROPERTY LOCATED ON THE NORTH SIDE OF HIGHWAY 111, WEST OF DUNE PALMS (APN 600-390-024) CONSISTENT WITH THE GENERAL PLAN 2035. CEQA: THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15061 (b) (3) “COMMON SENSE EXEMPTION”**

Commissioners expressed appreciation to the City in consideration of enhancement to the Highway 111 corridor and expanding the mixed-use and affordable housing plans.

MOTION – A motion was made and seconded by Commissioners Currie/Hassett to approve the Consent Calendar, as presented. Motion passed unanimously.

BUSINESS SESSION – None.

STUDY SESSION – None.

PUBLIC HEARINGS

3. *Item was moved to first consideration during confirmation of Agenda >>>*
ADOPT RESOLUTIONS TO APPROVE AN ADDENDUM TO EA2006-577 AND FIND THE PROJECT CONSISTENT WITH THE PREVIOUSLY ADOPTED MITIGATED NEGATIVE DECLARATION (EA2006-577) AND TO APPROVE TENTATIVE TRACT MAP 2021-0001 (TTM 38083) FOR 37 RESIDENTIAL LOTS ON 24.46 ACRES WITHIN THE GRIFFIN RANCH SPECIFIC PLAN AREA; CEQA: THE DESIGN & DEVELOPMENT DEPARTMENT HAS PREPARED AN ADDENDUM TO THE PREVIOUSLY ADOPTED MITIGATED NEGATIVE DECLARATION (EA2006-577) PURSUANT TO SECTION 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; LOCATION: SOUTH SIDE OF AVENUE 54 BETWEEN MADISON STREET AND MONROE STREET

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – None.

Associate Planner Fernandez presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding public comment received regarding this item; current use and future plans of the adjacent Estate House and property; reasons for the requested amendments.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 5:31 P.M.

PUBLIC SPEAKER: Mike Rowe, La Quinta – opposed the project at this time and requested the item be continued to allow time for surrounding homeowners to meet and confer with the Applicant regarding the proposed project; answered Commission questions regarding his perception of the Applicant’s willingness to meet with the homeowners and develop a solution for homeowner’s concerns.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 5:35 P.M.

City Attorney provided guidance on procedures for continuing the Public Hearing on this item to a date certain; Commission discussion followed regarding continuance of the item.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING RE-OPEN AT 5:35 P.M.

MOTION – A motion was made and seconded by Chairperson Nieto/Commissioner Currie to continue the Public Hearing to consider adoption of a resolution to approve an Addendum to EA2006-577 and find the project consistent with the previously adopted Mitigated Negative Declaration (EA2006-577) and to approve Tentative Tract Map 2021-0001 (TTM 38083) for 37 residential lots on 24.46 acres within the Griffin Ranch Specific Plan, to a date certain of February 8, 2022. Motion passed unanimously.

- 1. CONTINUED FROM JANUARY 11, 2022 – ADOPT RESOLUTIONS RECOMMENDING THE CITY COUNCIL ADOPT A NEGATIVE DECLARATION (EA2021-0010) AND A GENERAL PLAN AMENDMENT (GPA2020-0001), FOR THE 2022-2029 HOUSING ELEMENT UPDATE AND UPDATES TO 2035 GENERAL PLAN CHAPTER IV, ENVIRONMENTAL HAZARDS (SAFETY ELEMENT). CEQA: A NEGATIVE DECLARATION WAS PREPARED UNDER ENVIRONMENTAL ASSESSMENT 2021-0010. LOCATION: CITY-WIDE**

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – None.

Planning Consultant Criste presented the staff report which is on file in the Design and Development Department.

Staff expressed appreciation for Planning Consultant Criste’s hard work on this item; potential locations for affordable housing opportunity with the previously approved recommendation for property acquisition of Consent Item No. 1.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 5:50 P.M.

PUBLIC SPEAKER: None.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 5:50 P.M.

MOTION – A motion was made and seconded by Chairperson Nieto/ Commissioner Hassett to recommend City Council adoption of a Negative Declaration (EA2021-0010). Motion passed unanimously.

MOTION – A motion was made and seconded by Chairperson Nieto/ Commissioner Proctor to recommend City Council adoption of a General Plan Amendment (GPA2020-0001), for the 2022-2029 Housing Element Update and updates to the 2035 General Plan Chapter IV, Environmental Hazards (Safety Element). Motion passed unanimously.

2. ADOPT A RESOLUTION RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT FOR POLO VILLAS. CEQA: THE PROJECT IS CONSISTENT WITH PREVIOUSLY ADOPTED ENVIRONMENTAL ASSESSMENTS 2005-537 AND 2010-608. LOCATION: WEST OF MADISON STREET BETWEEN AVENUES 50 AND 52

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – None.

Planning Manager Flores presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding the principal uses of the current and proposed homes; current guidelines for approving Development Agreements (DA) that allow for exemptions to the Municipal Code that prohibits new Short-Term Vacation Rental (STVR) permit issuance and DA provisions for such issuance; Code compliance and violation history of the development's existing STVRs; noticing procedures and efficacy for this Public Hearing; public feedback or comment received to date; number of permanent or long-term residents within the noticing area; the transferability of STVR permits if DA is approved; the Polo Estates policies on STVR permits; current and prospective ownership of the units within the development.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 6:19 P.M.

PUBLIC SPEAKER: Alena Callimanis, La Quinta – opposed the project due to language of the Public Hearing Notice; expressed opinion over the DA's inconsistency with the City's current code which restricts issuance of STVR permits.

Applicant Fiona Quinn, Vice President of Legal Affairs for Avantstay, answered questions regarding Avantstay's primary interest in the property for STVR use; Code compliance and violation history of the properties existing units and the Applicant's existing STVR properties outside of the development; primary use of residential properties surrounding the development; internal and third party on-site security and property rental management; the ability to rent the units as long-term rentals. Co-Applicant Sean Breuner, CEO of Avantstay, provided a brief overview of the current development's primary uses; the positive fiscal impact this community will have on the City due to projected Transient Occupancy Tax receipts; the company's history of successful management of STVR properties with minimal code violations; the intent of the company to provide a high-end, luxury experience with value added services to include private chef services and fully stocked amenities offered at a premium price; the added on-site 24 security; the requests consistency with the existing property uses and proximity to the site of

the festivals; the property's ability to insulate STVR issues from outside residences due to the layout of the development as well as internally controlled trash and noise levels; traffic and festival access agreements with Golden Voice to minimize STVR tenant impact on public access in the festival areas.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 6:31 P.M.

The Commission discussion followed regarding noticing language and procedures; consistency with existing units and inconsistency with the City's Municipal Code as it relates to STVR permits; history of Code compliance and violations within the existing community and of the prospective owners; possibility of approval setting a precedence for other developers; DA negating the work of the STVR Ad-Hoc Committee and City Council to limit STVR permits; standard 50-year Development Agreement terms; the importance of Transient Occupancy Tax and the benefits to the City; appropriateness of STVR for this particular area and for clusters of STVR limiting exposure to long-term residences; the Commission's ability to evaluate Agreements that include STVR provisions on a case-by-case basis; DA provisions requiring specific compliance measures be met; the intent of the original development of the Polo Villas and other possible uses given its proximity to the festivals site.

Due to technical difficulties, Commissioner Proctor left the meeting during his comments at 6:44 P.M. and returned at 6:45 P.M. for the duration of the meeting. This did not result in the loss of a quorum during this time, and he was allowed the floor to complete his comments prior to a motion being made.

MOTION – A motion was made and seconded by Chairperson Nieto/Commissioner Currie to adopt a resolution recommending the City Council approval of a Development Agreement (DA2021-0003) and find the project consistent with the previously adopted Mitigated Negative Declarations EA2005-537 and EA2010-608, as recommended.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, RECOMMENDING APPROVAL TO THE CITY COUNCIL OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LA QUINTA AND GTGF, LLC RELATING TO POLO VILLAS RESIDENCES AND A FINDING THAT THE PROJECT IS CONSISTENT WITH ENVIRONMENTAL ASSESSMENTS 2005-537 AND 2010-608

CASE NUMBERS: DEVELOPMENT AGREEMENT 2021-0003

APPLICANT: GTGF, LLC

AYES: Commissioners Currie, Hassett, McCune, and Chairperson Nieto NOES: Commissioners Caldwell, Proctor, and Tyerman ABSENT: None. ABSTAIN: None. Motion passed by majority vote.

STAFF ITEMS

Staff provided updates on upcoming City matters to include the postponement of the Community Workshop previously scheduled for January 9, 2022, the current closure of City Hall to the public but advised the Commission and public that City services were to remain open via phone, email, and the City's website.

REPORTS AND INFORMATIONAL ITEMS – None.

COMMISSIONERS' ITEMS

Commission provided compliments to City Staff for the work done on the American Express Golf Tour Event, but recommended adjustments be made to the parking/shuttle operations for this event in the future; recommended Commission visit the SilverRock site to see the recent progress.

Commissioner Tyerman reported out on attendance at the Water Reclamation Operations in the City of Indio and urged the Commission and Public to remain conscious of water usage and conservation.

Staff answered Commission questions regarding updated statuses for Pavilion Palms, Coral Mountain Resort, and Desert Club Apartments projects.

ADJOURNMENT

There being no further business, it was moved and seconded by Chairperson Nieto/Commissioner Currie to adjourn the meeting at 7:04 P.M. Motion passed unanimously.

Respectfully submitted,



TANIA FLORES, Commission Secretary
City of La Quinta, California

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