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CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, NOVEMBER 1, 2022
3:30 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:

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 public, and will be incorporated into the 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 comments 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.**

VERBAL PUBLIC COMMENTS can be provided in-person during the meeting by completing a "Request to Speak" form and submitting 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). Members of the public shall be called upon to speak by the Mayor.

In accordance with City Council Resolution No. 2022-027, a one-time additional speaker time donation of three (3) minutes per individual is permitted; please note that the member of the public donating time must: 1) submit this in writing to the City Clerk by completing a "Request to Speak" form noting the name of the person to whom time is being donated to, and 2) be present at the time the speaker provides verbal comments.

Verbal public comments are defined as comments provided in the speakers' own voice and may not include video or sound recordings of the speaker or of other individuals or entities, unless permitted by the Mayor.

Public speakers may elect to use printed presentation materials to aid their comments; 15 copies of such printed materials shall be provided to the City Clerk to be disseminated to the City Council, made public, and incorporated into the public record of the meeting; it is requested that the printed materials are provided prior to the beginning of the meeting. There shall be no use of Chamber resources and technology to display visual or audible presentations during public comments, unless permitted by the Mayor.

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 REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 111 AND DUNE PALMS ROAD (APN: 600-030-018)
CITY NEGOTIATOR: JON MCMILLEN, CITY MANAGER
NEGOTIATING PARTY: BLACKPOINT PROPERTIES
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

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. IMPERIAL IRRIGATION DISTRICT OPERATIONS AND SERVICES UPDATE – PRESENTATION BY GOVERNMENT AFFAIRS SPECIALIST TRINIDAD ARREDONDO AND PUBLIC AFFAIRS SPECIALIST LEE HERNANDEZ
2. LANDSCAPING CERTIFICATION TRAINING ONLINE FREE PROGRAM PROVIDED BY COLLEGE OF THE DESERT (COD), PARTNERSHIP AND COMMUNITY EDUCATION (PaCE) IN PARTNERSHIP WITH COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG) AND COACHELLA VALLEY WATER DISTRICT – PRESENTATION BY COD PaCE DIRECTOR VERONICA IZURIETA AND CVAG SENIOR PROGRAMS MANAGER EMMANUEL MARTINEZ

CONSENT CALENDAR

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

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| 1. | INTRODUCE AN ORDINANCE AT FIRST READING TO AMEND TITLE 8 OF THE LA QUINTA MUNICIPAL CODE AND ADOPT THE 2022 CALIFORNIA BUILDING STANDARDS CODE WITH LOCAL AMENDMENTS [ORDINANCE NO. 604] | 73 |
| 2. | APPROVE AGREEMENT FOR CONTRACT SERVICES WITH THE AMERICAN EXPRESS GOLF TOURNAMENT FOR 2023 THROUGH 2027 | 115 |

STUDY SESSION – None

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; comments are limited to three (3) minutes (approximately 350 words).

Any person may submit written comments to the City Council prior to the public hearing and/or may appear and be heard in support of or opposition to the project(s) at the time of the public hearing. 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. ADOPT RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SUBMIT APPLICATIONS TO RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND EXECUTE SUPPLEMENTAL AGREEMENTS FOR FISCAL YEAR 2023/24 [RESOLUTION NO. 2022-040]	155

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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. GREATER CV CHAMBER OF COMMERCE INFORMATION EXCHANGE COMMITTEE (Fitzpatrick)
14. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
15. SILVERROCK EVENT SITE AD HOC COMMITTEE (Fitzpatrick)
16. CANNABIS AD HOC COMMITTEE (Peña and Sanchez)
17. CVAG PUBLIC SAFETY COMMITTEE (Peña)
18. CVAG VALLEY-WIDE HOMELESSNESS 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)

REPORTS AND INFORMATIONAL ITEMS

ADJOURNMENT

The next regular meeting of the City Council will be held on November 15, 2022, at 4:00 p.m. at the City Hall Council Chamber, 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 Chamber 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 October 27, 2022.

DATED: October 27, 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, 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.

[CLICK HERE to Return to Agenda](#)



**CITY COUNCIL
SPECIAL MEETING
MINUTES
WEDNESDAY, SEPTEMBER 21, 2022**

CALL TO ORDER

A special meeting of the La Quinta City Council was called to order at 4:00 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, Deputy City Clerk McGinley, Director of Business Unit and Housing Development Villalpando, Public Works Director/City Engineer McKinney, Design and Development Director Castro, Planning Manager Flores, and Senior Planner 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 – None

CONFIRMATION OF AGENDA – Confirmed

MAYOR EVANS RECESSED THE COUNCIL MEETING at 4:05 P.M. SO THAT COUNCIL MAY ATTEND THE ANNUAL LA QUINTA HIGH SCHOOL HOMECOMING PARADE CEREMONIAL EVENT

MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 5:30 P.M. WITH ALL MEMBERS PRESENT

PUBLIC HEARING

- 1. CONTINUED FROM JUNE 7 AND JULY 5, 2022:**
ADOPT RESOLUTIONS TO CERTIFY ENVIRONMENTAL ASSESSMENT 2019-0010 AND APPROVE SPECIFIC PLAN 2019-0003 (AMENDMENT V

TO ANDALUSIA SPECIFIC PLAN), GENERAL PLAN AMENDMENT 2019-0002, ZONE CHANGE 2019-0004, SPECIFIC PLAN 2020-0002, AND TENTATIVE TRACT MAP 2019-0005; INTRODUCE FOR FIRST READING ORDINANCES APPROVING ZONE CHANGE 2019-0004 AND DEVELOPMENT AGREEMENT 2021-0002; 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 NOTED THE PUBLIC HEARING REMAINED OPEN FROM THE JUNE 7 AND JULY 5, 2022, MEETINGS

Consulting Planner Criste presented the staff report, which is on file at the Clerk's Office.

DEVELOPER/APPLICANT PRESENTATIONS:

John Gamlin, President, of applicant CM Wave Development (Applicant) – provided a presentation on the proposed revisions to project features, including reduction of water features and wave basin size, use of non-potable water with an on-site filtration system, lowering the height of the light poles to reduce the light footprint on the ground, noise reduced by eliminating speaker towers and moving all speakers to ground level, reducing building heights to a maximum of three-stories, no special events for the first few years; public benefits of the project include \$3 dollars per square foot contribution to community turf reduction, parks and trails construction, social impact and health programs funded by the Coral Mountain Surf Foundations, reduced power draw and funding a 40MVA transformer upgrade, wave pool access for 1,000 hours/year to local non-profits and community recreation programs, inclusion of local weather stations, limit of administrative and parking uses adjacent to residential neighbors, and limited construction access from Avenue 60.

James Vaughn, Esq., land use counsel for the Applicant – provided information on the project's approvals including the La Quinta Planning Commission, and a valid and accurate Coachella Valley Water District (CVWD) Water Supply Assessment.

Tom Levy, former CVWD engineer and current water consultant for the Applicant and General Manager of the Colorado River Authority of California – stated that the Water Supply Assessment evaporation estimates are conservative – higher than his analysis; Colorado River water negotiations propose a 7% reduction in River water to the Coachella Valley which CVWD has plans and ability to replenish via other means; the Coachella Valley

aquifer is recharged by the Metropolitan Water District (MWD) in exchange for a percentage of the Coachella Valley's River allocation; in theory, the MWD could pump water out of the Valley's aquifer, but the cost of pumping it back up into their aqueduct would make no economic sense; and the claim of the local Tribal Nations for water is relatively small and would not detrimentally impact the Valley's water supply.

Mr. Vaughn provided information on the Tourist Commercial (CT) zone in the project and noted that other CT zones in the City's General Plan are adjacent to low-density residential; noted the elimination of all visibility of wave basin light from perimeter streets and elimination of any light spillage beyond the wave basin; clarified the data used to conduct the noise study and noted the zero traffic impact result in the Environmental Impact Report (EIR); and stated that, being proposed in a CT zone where short-term vacation rentals (STVRs) are permitted, complaints will be minimum and City transient occupancy tax (TOT) revenue will increase.

Garrett Simon, Partner with Meriwether Co – provided a recap of the project's review process over four (4) years and revisions due to public input, and requested a decision on the project based on its merits.

The PUBLIC SPEAKERS listed below in the order in which they spoke, provided comments as follows:

- Doug Weitman, La Quinta – supports the project
- Danilo Kawasaki, La Quinta – supports the project; said he speaks on behalf of 160+ La Quinta residents who signed a letter of support
- Sasha Nazaron, La Quinta [*used donated speaker time*] – supports the project
- Lynne Marafino and Rick Poynter, La Quinta [*used speaker time donated by residents Karen Owen and Catherine Smithweiss*] – opposes the project; presented a summary of Shane Chambers' noise study findings; and objected to the proposed lighting
- Troy Strange, Director of Planning and Public Works, Desert Recreation District (DRD) – supports the project
- Rosa Lee Measures, La Quinta – supports the project
- Christopher Thompson, La Quinta [*used speaker time donated by resident Robert Arroyo*] – member of La Quinta Residents for Responsible Development (LQRRD); works as lighting consultant; opposes the project, light pollution and refraction
- Brian Nestande, Palm Desert – represents the Southern California Builders' Industry Association; supports the project
- Richard Gray, La Quinta – stated bonds should be required; opposes the project

- Lisa Castro, La Quinta – opposes the project; asked what recourse does she have if the developer’s claims are not accurate, e.g., light is too bright, noise, wave, etc. is other than calculated
- Penny Boehm, La Quinta – supports the project for future generations; submitted a letter signed by 76 residents in support of the project
- Judy Swanson Howell, La Quinta – opposes the project
- Chey Reyna, Oceanside, CA – former professional surfer; supports the project
- Laura Dolata, La Quinta [*used speaker time donated by resident Marty Lashka*] – opposes the project due to unfairness to nearby residents
- Jeff Fishbein, La Quinta – realtor with Coldwell Banker and La Quinta Chamber Chair; supports the project personally; and on behalf of the Greater Coachella Valley Chamber of Commerce, supports the project
- David Howell, La Quinta – relied on the Zoning Code when purchased his property; opposes the project
- Darren Warren, VP of Pulte Group/Del Webb, Mission Viejo – supports the project
- Brandon Williams (not a resident yet) – supports the project
- Ivana Page, La Quinta [*used speaker time donated by resident Jason Weiss*] – supports the project for its health and wellness attributes
- Robert Lasser, La Quinta [*used speaker time donated by resident Mary Kay Wilm*] – member of LQRRD; opposes the project referencing water evaporation
- Karen Tomcala, La Quinta [*used speaker time donated by resident Karen Thomas*] – member of LQRRD; opposes the project referencing the water crisis
- William “Joe” Hammer, La Quinta [*used speaker time donated by resident Kim Hammer*] – supports the project for jobs, tax revenue, youth attraction
- Carel Adler, La Quinta – opposes the project referencing water conservation

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 7:58 P.M.

*MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 8:04 P.M.
WITH ALL MEMBERS PRESENT*

The PUBLIC SPEAKERS listed below in the order in which they spoke, provided comments as follows:

- Connie Varelli, La Quinta – building a house next to project; supports the project
- Jennifer Prado, La Quinta [*used speaker time donated by resident Tracy Bartlett*] – opposes the project due to environmental concerns

- Alfred Edwards, La Quinta – supports the project; believes California will resolve its water problems; referenced jobs for working families needed
- Alan Woodruff, La Quinta – opposes the project due to zone change
- Carol Berg, La Quinta [*used speaker time donated by resident Sally Arroyo*] – opposes the project due to water use
- Keith Boile, La Quinta – supports the project
- Tom Margro, La Quinta [*used speaker time donated by resident Vicki Rosson*]- opposes the project; and read into the record written comments submitted by Jay Famiglietti who opposes the project
- Scott Connelly, Palm Springs – opposes the project; referenced water conservation
- Paula Turner, La Quinta – supports the project; building a house adjacent to the project
- Joan Sanka, La Quinta – opposes the project and zone change
- Gillermo Casillas, La Quinta – opposes the project due to water use, development on sacred land, pollution, and sound; suggests developing without a wave pool
- Brian Levy, La Quinta [*used speaker time donated by residents Richard Harris and Judy Hovjacky*] – spoke on behalf of LQRRD; opposes the project; Final EIR unfit for certification
- Sylvia Lasser, La Quinta [*used speaker time donated by resident Ted Wilm*] – member of LQRRD; opposes the project and zone change
- Alena Callimanis, La Quinta [*used speaker time donated by resident William Grafeld*] – member of LQRRD; opposes the project; rebutted Applicant’s lighting sight study
- Lisa Jeffrey, La Quinta [*used speaker time donated by resident Steve Jeffrey*] – member of LQRRD; opposes the project, STVRs, and water use
- Carolyn Winnor, La Quinta [*used speaker time donated by resident Derek Wong*] – member of LQRRD; opposes the project due to STVRs and use of water justified by Applicant’s contribution to residents’ turf removal
- Carol Strop, La Quinta – member of LQRRD; opposes the project; referenced removal of the wave pool from the project, questioned Applicant’s facts
- David Turner, La Quinta – supports the project

The citizens listed below in alphabetical order, submitted requests to speak forms, but were not present to provide verbal comments when called upon by the Mayor:

- Celest Alanzo, La Quinta – opposes the project
- Tracy Bartlett, La Quinta – opposes the project
- Janice Mazzi, Indio – opposes the project
- Frank Mazzi, Indio – opposes the project

- David Nowel, La Quinta – supports the project
- Rick Owen, La Quinta – opposes the project

The citizens listed below in alphabetical order, submitted presentations to aid their verbal comments, which were distributed to Council, made public and available on the City’s website, and included in the public record of this meeting:

- Presentation No. 1 by Brian Levy and Philip Novak
- Presentation No. 2 by Shane Chambers
- Presentation No. 3 by Christopher Thompson
- Presentation No. 4 by Alena Callimanis
- Presentation No. 5 by Robert (Bob) Lasser
- Presentation No. 6 by Karen Tomcala
- Presentation No. 7 by Carol Winnor
- Presentation No. 8 by Lisa Jeffrey
- Presentation No. 9 by Carol Strop
- Presentation No. 10 by Sylvia Lasser

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

- Penny Boehm – submitted “Coral Mountain Support Petition” signed 79 citizens
- Diversified Pacific (Matthew Jordan, Co-Managing Member)
- Beatrice Elamboly
- Kristin Hermann
- Pam Hunter
- Tom McDaniel
- Amy Moore
- Alan Pace
- Sunrise Company (Randall Bone, CEO)
- Mark Tadros
- The Hoffman Company (Erik Christianson, Sr. VP)

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

- Carel Adler
- Aliah Aguilar-Hernandez
- Monet Allard-Wilcox
- Robert Arroyo
- Sally Arroyo
- Fritz Bachli
- Tracy Barrows
- Vanessa Becerra

- Denise Bellamy
- Nancy Bruce
- Mike Charles
- Harlin Cheatwood
- Aldo Corsini
- CSDA Design Group (Randy Waldeck, PE, Principal, Acoustic and Aditya Balani, Sr. Acoustician) – Noise Study and Acoustical Report
- Marcia Cutchin
- Jim Flanagan
- Erik Gibbs
- Stephen Hamlet
- Carol Jensen
- Kurt Kosek
- Marne McCluskey
- Meridian Consultants (Christ Kirikian, Principal) – noise memorandum
- Lauren Ogle
- Robert Ohda
- Oswit Land Trust (Jane Garrison, Executive Director)
- Joan Paddock
- Marge Pierce
- Adriana Ponce Murillo
- Rick Poynter
- Christine Ramos
- Kailah Rose
- Justin Schneider
- Robert Schneider
- Ryan Shurtleff
- Dave Watro
- Dorian Whitney

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 9:39 P.M.

*MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 9:49 P.M.
WITH ALL MEMBERS PRESENT*

City Attorney Ihrke explained the legal process the City must follow in reviewing any proposed project from any applicant and the legal process the City must follow for proposed land use applications, including environmental review under the California Environmental Quality Act (CEQA), general plan amendments, specific plan amendments, and zone changes.

DEVELOPER/APPLICANT REBUTTAL:

Mr. Gamlin said they have no business relationship with the *Laurian Group* alluded to by one of the speakers.

Tony Locacciato, AICP, Founding Partner at Meridian Consultants, LLC – restated the result of the noise monitoring study, and stated all factors were accounted for in the study.

Michael Winfrey, Musco Sports Lighting – sky-glow, offsite spillage, reflective light above the 40’ poles, etc. have been mitigated by lowering and relocating the poles.

Mr. Vaughn addressed speaker concerns regarding: residents' recourse if completed development results in light, noise, etc., greater than stated during the approval process; unavoidable impacts of greenhouse gases and aesthetics noted in the EIR; adequacy of the EIR; evaporation data; aquifer depletion; wave basin development being a solution but will not resolve the State's water crisis.

At Council's request, staff explained that the current zoning for the property, low-density residential, would result in higher greenhouse gas emissions, and would cause the same negative aesthetic, i.e., blocking portions of Coral Mountain.

PUBLIC SPEAKER: Alena Callimanis, La Quinta – objected to the data provided by the Applicant regarding lighting and greenhouse gases.

PUBLIC SPEAKER: Carol Berg, La Quinta – objected to the Applicant's statement that golf courses use more water than the wave pool.

MAYOR EVANS CLOSED THE PUBLIC HEARING AT 10:15 P.M.

Council discussed: the role of, and the valuable contribution of the Planning Commission; the abundance of information from all sources regarding this project; the right of the Applicant to due process in accordance with the United States and California Constitutions; "benefits" noted by Applicant are better described as mitigation measures, not true benefits; the project's compatibility and incompatibility with the land uses and resources as set by the General Plan; the need to look to the future; the Council's inability to unilaterally bifurcate a developer's project, as it is up to developers/applicants to design a project and bring it through the City's process; the choices are not only the wave resort, golf community or nothing, as there may be other options; Council decisions cannot be based on emotions, as facts have to be the deciding factor, nor does Council make decisions solely based on tax revenue; Council gives no preference to developers or the wealthy; for prior development projects in the City, current residents occupy houses in those prior projects that had opponents; all property owners, residential and business, have rights to protect their properties; there is recourse available if project studies are incorrect; the neighbors' expectations and reliance on the now current General Plan and Zoning Code when purchasing their homes; the significance to change the General Plan given the size and location of the proposed project, characterized as a "high threshold"; La Quinta is a pro-business city but not all projects are appropriate for their proposed use and location in La Quinta; the quality and intelligence of La Quinta residents is extraordinary; infill projects are difficult because they have to fit into existing environments; the difficulties of keeping the high quality-of-life in La Quinta with State and Federal unfunded mandates; STVRs were not anticipated on

this site, which is surrounded by low-density residential; power, water and affordable housing will be issues in the future; public comments can be paradoxical in that an existing developments' golf course, lake, or pool may be acceptable to its residents, but the next development with similar or same amenities is not; a wave pool is a unique and potentially desirable project, and while STVRs may be allowed or appropriate, they would not be in every house; there are areas in the City where property tax revenue goes to the County, yet services are provided by La Quinta; the height of the light poles should never have been 80 feet; the perception of water use is valid in a time of conservation; the public benefits proposed are not directly relevant to the action before Council; echoing noise will occur in any project or development; the project is not in the right location and the timing, during a drought, is not the right time; and, perhaps a development such as this would be better located in the City's Sphere-of-Influence potentially annexed into the City in the future.

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 11:08 P.M.

*MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 11:33 P.M.
WITH ALL MEMBERS PRESENT*

City Attorney Ihrke read into the record a proposed draft resolution denying the project, included as Attachment 1 to this document.

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to adopt Resolution No. 2022-034 denying the project:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, DENYING GENERAL PLAN AMENDMENT 2019-0002, DENYING ZONE CHANGE 2019-0004, DENYING SPECIFIC PLAN 2019-0003 (AMENDMENT V TO ANDALUSIA SPECIFIC PLAN), DENYING SPECIFIC PLAN 2020-0002, DENYING TENTATIVE TRACT MAP 2019-0005 AND DENYING DEVELOPMENT AGREEMENT 2021-0002, RELATING TO THE CORAL MOUNTAIN RESORT, SOUTH OF AVENUE 58, NORTH OF AVENUE 60, AND EAST AND WEST OF MADISON STREET

CASE NUMBERS:

GENERAL PLAN AMENDMENT 2019-0002; ZONE CHANGE 2019-0004
SPECIFIC PLAN 2019-0003 (AMENDMENT V TO ANDALUSIA SPECIFIC
PLAN); SPECIFIC PLAN 2020-0002; TENTATIVE TRACT MAP 2019-0005
DEVELOPMENT AGREEMENT 2021-0002

APPLICANT: CM WAVE DEVELOPMENT LLC
Motion passed unanimously.

MAYOR'S AND COUNCIL MEMBERS' ITEMS

Mayor Evans announced that the City's Pillars of the Community and Distinguished Artists and Athletes event will be tomorrow, September 22, 2022, at City Hall at 4 p.m. in the Council Chamber.

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Radi/Fitzpatrick to adjourn at 11:46 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

RESOLUTION NO. 2022 – 034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, DENYING GENERAL PLAN AMENDMENT 2019-0002, DENYING ZONE CHANGE 2019-0004, DENYING SPECIFIC PLAN 2019-0003 (AMENDMENT V TO ANDALUSIA SPECIFIC PLAN), DENYING SPECIFIC PLAN 2020-0002, DENYING TENTATIVE TRACT MAP 2019-0005 AND DENYING DEVELOPMENT AGREEMENT 2021-0002, RELATING TO THE CORAL MOUNTAIN RESORT, SOUTH OF AVENUE 58, NORTH OF AVENUE 60, AND EAST AND WEST OF MADISON STREET

CASE NUMBERS:

GENERAL PLAN AMENDMENT 2019-0002
ZONE CHANGE 2019-0004
SPECIFIC PLAN 2019-0003 (AMENDMENT V TO ANDALUSIA SPECIFIC PLAN)
SPECIFIC PLAN 2020-0002
TENTATIVE TRACT MAP 2019-0005
DEVELOPMENT AGREEMENT 2021-0002

APPLICANT: CM WAVE DEVELOPMENT LLC

WHEREAS, the City Council of the City of La Quinta, California did, on June 7, July 5 and September 21, 2022, hold a duly noticed Public Hearing to consider a request by applicant CM Wave Development LLC for approval of a Specific Plan Amendment, General Plan Amendment, Zone Change, Specific Plan, Tentative Tract Map, and Development Agreement for a master planned community on 386 acres of a 929 acre area located south of Avenue 58, north of Avenue 60, and east and west of Madison Street, more particularly described as:

Assessor Parcel Numbers:

764-200-076, 764-210-007, 764-210-028, 764-210-029, 766-070-003,
766-070-006, 766-070-012, 766-070-014, 766-080-001, 766-080-002,
766-080-004, and 766-080-005

WHEREAS, the Design and Development Department published a public hearing notice in The Desert Sun newspaper on May 27, 2022, as prescribed by the Municipal Code. Public hearing notices were also mailed to all property owners within 500 feet of the site; and

Resolution No. 2022 – 034
General Plan Amendment 2019-0002; Zone Change 2019-0004
Specific Plan 2019-0003 (Amendment V to the Andalusia Specific Plan SP2003-067
Specific Plan 2020-0002; Tentative Tract Map 2019-0005 (TTM 37805); Development Agreement 2021-0002
Project: Coral Mountain Resort
Adopted: September 21, 2022
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WHEREAS, the Planning Commission of the City of La Quinta did adopt Planning Commission Resolution 2022-011 to recommend to the City Council approval of the Specific Plan Amendment, General Plan Amendment, Zone Change, Specific Plan, Tentative Tract Map, and Development Agreement at a duly noticed Public Hearing on April 26, 2022, following public hearings held on March 22 and April 12, 2022; and

WHEREAS, said General Plan Amendment, Zone Change, Specific Plan Amendment, Specific Plan, Tentative Tract Map and Development Agreement have 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 Impact Report (SCH #2021020310) for Environmental Assessment 2019-0010; and

WHEREAS, as permitted under Section 15270(a) of the CEQA Guidelines (14 Cal. Code Regs. § 15000 *et seq.*) and Public Resources Code Section 21080(b)(5) of CEQA (Pub. Res. Code, § 21000 *et seq.*), the City finds that the Project is Statutorily Exempt from CEQA, insofar as the Project is disapproved; and

General Plan Amendment 2019-0002

WHEREAS, at said Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did make the following findings to justify denial of said General Plan Amendment:

1. General Plan Amendment 2019-0002 (GPA) is not consistent with the following goals and policies of the General Plan, which are not proposed to be amended, as follows:

GOAL LU-1 Land use compatibility throughout the City.

Policy LU-1.2 All land use decisions shall be consistent with all applicable General Plan policies and programs and shall uphold the rights and needs of property owners as well as those of the general public.

GOAL LU-3 Safe and identifiable neighborhoods that provide a sense of place.

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Specific Plan 2019-0003 (Amendment V to the Andalusia Specific Plan SP2003-067
Specific Plan 2020-0002; Tentative Tract Map 2019-0005 (TTM 37805); Development Agreement 2021-0002
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Policy LU-3.1. Encourage the preservation of neighborhood character and assure a consistent and compatible land use pattern.

Inconsistent – This is an area that since incorporation has been designated for low density residential development. The project will negatively impact the character of the area, and will not be compatible with the land use pattern that exists around this property.

GOAL LU-4 Maintenance and protection of existing neighborhoods.

Policy LU-4.1 Encourage compatible development adjacent to existing neighborhoods and infrastructure.

Inconsistent – This project introduces an infill commercial recreation project into an existing low density neighborhood. It is not compatible with the existing neighborhoods on the north, east and west, and requires additional Imperial Irrigation District (IID) infrastructure beyond what would be necessary for traditional low density residential uses. This is not consistent with this Goal or Policy.

GOAL SC-1 A community that provides the best possible quality of life for all its residents.

Inconsistent – The project negatively affects the quality of life of existing residents, by introducing an infill commercial amenity into a low density residential area. The project will intensify development beyond what would be generated by a traditional low density neighborhood.

GOAL WR-1 The efficient use and conservation of the City’s water resources.

Inconsistent – Given the continued drought, and the efforts required of all residents and businesses toward conserving water and reducing water use, the use of substantial water for a surf pool is not consistent with this Goal or the most responsible use of water given current and anticipated drought conditions.

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

Resolution No. 2022 – 034
General Plan Amendment 2019-0002; Zone Change 2019-0004
Specific Plan 2019-0003 (Amendment V to the Andalusia Specific Plan SP2003-067
Specific Plan 2020-0002; Tentative Tract Map 2019-0005 (TTM 37805); Development Agreement 2021-0002
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SECTION 1. That the above recitations are true and constitute the Findings of the City Council in this case; and

SECTION 2. That it does hereby deny General Plan Amendment 2019-0002, for the reasons set forth in this Resolution; and

SECTION 3. That because the General Plan Amendment is denied, and based on the Findings of the City Council as set forth above, Specific Plan 2019-0003 (Amendment V to Andalusia Specific Plan), Zone Change 2019-0004, Specific Plan 2020-0002, Tentative Tract Map 2019-0005 and Development Agreement 2021-0002 are also denied, as they are not consistent with the General Plan; and

SECTION 4. That it takes no action on the Coral Mountain EIR, and finds that the Project is Statutorily Exempt from the California Environmental Quality Act per Public Resources Code 21080(b)(5) because the Project is being disapproved.

PASSED, APPROVED, and ADOPTED at a special meeting of the City of La Quinta City Council, held on September 21, 2022, by the following vote:

AYES:

NOES:

ABSENT:

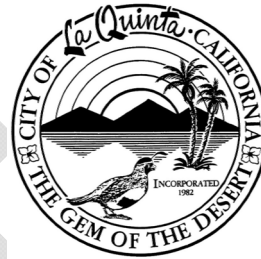
ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

Resolution No. 2022 – 034
General Plan Amendment 2019-0002; Zone Change 2019-0004
Specific Plan 2019-0003 (Amendment V to the Andalusia Specific Plan SP2003-067
Specific Plan 2020-0002; Tentative Tract Map 2019-0005 (TTM 37805); Development Agreement 2021-0002
Project: Coral Mountain Resort
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ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

DRAFT

[CLICK HERE to Return to Agenda](#)



**CITY COUNCIL
MINUTES
TUESDAY, OCTOBER 4, 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.

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

STAFF PRESENT: City Manager McMillen, City Attorney Ihrke, City Clerk Radeva, Deputy City Clerk McGinley, Director of Business Unit and Housing Development Villalpando, Community Resource Manager Calderon, Public Works Director/City Engineer McKinney, Management Analyst Mignogna, Finance Director Martinez, Design and Development Director Castro, Planning Manager Flores, Senior Planner Flores, Public Safety Manager Mendez, Emergency Services Coordinator Lagunas, Human Resources Analyst Triplett, and Traffic Management Analyst Gunterson.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA

City Clerk Radeva said City Attorney Ihrke will provide a verbal comment on Consent Calendar Item No. 6 related to the City Manager employment agreement in accordance with the Brown Act.

Councilmember Radi, Mayor Pro Tem Fitzpatrick, and Mayor Evans said they would like to comment on Consent Calendar Item Nos. 7 and 8.

Councilmember Radi said he will recuse himself from discussion and vote on the grant funding for La Quinta High School (LQHS) under consideration on Business Session Item No. 1, due to a potential conflict of interest stemming from his son being a student at LQHS.

Council concurred.

CLOSED SESSION

1. **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**

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 111 AND DUNE PALMS ROAD (APN: 600-030-018)
CITY NEGOTIATOR: JON MCMILLEN, CITY MANAGER
NEGOTIATING PARTY: BLACKPOINT PROPERTIES
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT**

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:02 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:03 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

City Attorney Ihrke reported the following pursuant to Government Code section 54950 *et seq.* (Brown Act):

- **CLOSED SESSION ITEM NO. 1**

Regarding existing litigation concerning the following two cases:

- ✓ *City of La Quinta, Petitioner, v. La Quinta Arts Foundation, Respondent, USPTO Trademark Trial and Appeal Bd., Cancellation Case No. 92076446; and*
- ✓ *La Quinta Arts Foundation, Plaintiff, v. City of La Quinta, Defendant, US Dist. Court, Central District of Cal., Case No. 5:21-cv-515*

Pursuant to Government Code section 54957.1, subdivision (a)(3), the City Council received and reviewed a copy of two agreements: 1) Settlement and Coexistence Agreement and 2) Consent and Coexistence Agreement, both of which were signed by the opposing party in the litigation, La Quinta Arts Foundation. The two agreements sought to settle and forever resolve the

disputes in the two related cases cited above, which both, in general, involve the use of the "La Quinta Art Celebration" trademark held by the City, and use of the "La Quinta Arts Festival" trademark held by the La Quinta Arts Foundation.

The substance of the settlement memorialized by the agreements may be summarized as follows:

- Each party recognizes the validity of the other party's trademark.
- Each party consents to the registration of each other's trademarks with the U.S. Patent and Trademark Office.
- Each party accepts each mark's description and uses for the "class and services" for which they have been registered at the U.S. Patent and Trademark Office.
- La Quinta Arts Foundation will not use "La Quinta Art Celebration" or word "Celebration" in connection with any event where art is sold except for referring descriptively to the City's Art Celebration event, or to another entity's event that may use the word "Celebration."
- City of La Quinta will not use the word "Festival" in connection with the City's La Quinta Art Celebration or similar City-sponsored event, but may use the word when referring to another entity's event that may use the word "Festival."
- Until March 8, 2025, each party will provide mutually-agreed disclaimers on event webpages to notify users of the website that neither party is affiliated with the other.
- Until March 8, 2025, mutually-agreed logo usage parameters will be used.
- Neither party admits liability or fault.
- Neither party pays the other party any compensation as part of the settlement.
- Upon execution of the agreements, both cases will be dismissed, and standard provisions regarding mutual releases of claims and remedies for settlement breach would apply.

MOTION MADE IN CLOSED SESSION – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to approve two agreements: 1) Settlement and Coexistence Agreement and 2) Consent and Coexistence Agreement, subject to non-substantive corrections if necessary; and authorized the City Manager to execute the agreements. Motion passed unanimously.

- **CLOSED SESSION ITEM NO. 2** – no reportable action.

PLEDGE OF ALLEGIANCE

Councilmember Peña led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Philip Bettencourt, La Quinta – said he was speaking on behalf of the Rancho La Quinta Homeowners Association (HOA) who are again hosting a Thanksgiving Day Ceremony for the US Marine Corp, starting at 11 a.m., which offers Marines use of HOA facilities such as golf and tennis and offers valley residents the opportunity to share their Thanksgiving Day with Marines from the Air Ground Combat Center in 29 Palms; and extended an invitation to the Council to join the Rancho La Quinta residents at the Ceremony to welcome the Marines.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

1. PROCLAMATION IN RECOGNITION OF NATIONAL FIRE PREVENTION WEEK – OCTOBER 9–15, 2022

Mayor Evans said the City has issued a Proclamation in recognition of National Fire Prevention Week; this year’s theme is “Fire won’t wait. Plan your escape,” and the campaign aims to educate everyone about simple but important actions they can take to keep themselves and those around them safe from home fires.

Riverside County Fire Department Fire Safety Specialist Kohl Hetrick gave a brief presentation on the “Fire won’t wait. Plan your escape” theme and the importance of ensuring that all fire detection devices are properly maintained and operational; all family members participate in fire drills twice a year; the importance early notification fire alarms provide, particularly when folks are asleep; and stressed the importance of closing bedroom doors while folks are asleep as it slows down the fire flow path and the fire progression, should a fire incident occur.

Safety Specialist Hetrick and Fire Systems Inspector Leilani Rojas thanked Council for the recognition and received the proclamation.

2. INTRODUCE NEW CITY STAFF MEMBERS

City Manager McMillen introduced the following new City employees:

<u>Employee Name</u>	<u>Title</u>	<u>Department</u>
Tania Martinez	Administrative Technician	Community Resources
Jesus Lopez	Permit Technician	City Clerk
Mark Bustamante	Construction Inspector	Public Works/Engineering
Elizabeth Molina	Permit Technician	Design & Development
Erika Arvizu	Management Assistant	Community Resources
Jennifer Nelson	Management Specialist	City Manager
Sherry Barkas	Management Specialist	City Manager

City Manager McMillen introduced the following promoted City employees:

<u>Employee Name</u>	<u>Title</u>	<u>Department</u>
Laurie McGinley	Deputy City Clerk	City Clerk
Michael Salas	Code Compliance Officer II	Code Compliance
Duane Clayton	Plans Examiner	Design & Development

CONSENT CALENDAR

- 1. APPROVE COUNCIL MEETING MINUTES OF SEPTEMBER 20, 2022**
- 2. AUTHORIZE OVERNIGHT TRAVEL FOR THE SENIOR EMERGENCY MANAGEMENT COORDINATOR TO ATTEND SPORT EVENT RISK MANAGEMENT TRAINING IN SAN DIEGO, CALIFORNIA, OCTOBER 16-18, 2022**
- 3. ADOPT RESOLUTION TO AUTHORIZE APPLICATION AND DESIGNATION OF THE CITY MANAGER AS AUTHORIZED AGENT FOR THE CITY FOR PURPOSES OF OBTAINING FEDERAL FINANCIAL ASSISTANCE PROVIDED BY THE FEDERAL DEPARTMENT OF HOMELAND SECURITY [RESOLUTION NO. 2022-035]**
- 4. ADOPT A RESOLUTION TO AUTHORIZE APPLICATION FOR, AND RECEIPT OF, CALRECYCLE GRANTS PROGRAM FUNDS [RESOLUTION NO. 2022-036]**
- 5. APPROVE DEMAND REGISTERS DATED SEPTEMBER 16, AND SEPTEMBER 23, 2022**
- 6. APPROVE FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR THE CITY MANAGER**

7. APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE MOON RIVER DRIVE PAVEMENT REHABILITATION PROJECT 2022-10

8. APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE BLACKHAWK WAY SCHOOL CROSSING PROJECT 2022-22

CONSENT CALENDAR ITEM NO. 6 – Verbal Announcement by City Attorney Ihrke regarding City Manager/Executive Employee Compensation:

Pursuant to Government Code Section 54953, subdivision (c)(3) of the Brown Act, prior to taking final action, the legislative body shall have a verbal summary of a recommendation for 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). The City Manager, Jon McMillen, is such a local agency executive. Mr. McMillen's current Employment Agreement was approved at the June 21, 2022, Council meeting to continue employment for three (3) additional years, effective July 1, 2022, with no adjustment in salary since the July 1, 2019 Employment Agreement, but the current agreement authorizes the Council to adjust the salary. With the completion of Mr. McMillen's annual performance evaluation, the following recommendation for an adjustment to the City Manager's compensation is as follows:

- Base salary for the current fiscal year will be \$250,000, with the City Manager deemed at "Step 10" under the currently operative 2022/23 Salary Schedule for full-time management employees; thereafter, base salary will correspond to the "Step level" for city manager compensation as set forth in the 2022/23 Salary Schedule;
- Deferred compensation in the amount of \$30,000 annually, which must be paid into a qualified retirement or supplemental retirement plan; and
- Like all other City employees, the City Manager is eligible for the current citywide health benefit cap of \$1,832.01 per month, and \$200 Annual Wellness Dollar benefit per fiscal year.

The proposed Amendment before the Council memorializes these terms and conditions.

CONSENT CALENDAR ITEM NOS. 7 AND 8 – VERBAL COMMENTS

Councilmembers Fitzpatrick and Radi explained the necessity for the repairs and thanked staff for scheduling it.

MOTION – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to approve the Consent Calendar as recommended, with Item Nos. 3 and 4 adopting Resolutions No. 2022-035 and 2022-036, respectively. Motion passed unanimously.

BUSINESS SESSION

1. APPROVE FIRST ROUND COMMUNITY SERVICES GRANTS FOR FISCAL YEAR 2022/23

COUNCILMEMBER RADI SAID HE WILL RECUSE HIMSELF FROM DISCUSSION AND VOTE RELATED TO COMMUNITY SERVICES GRANT FUNDING FOR THE LA QUINTA HIGH SCHOOL BLACKHAWK BRIGADE BAND BOOSTERS AND LA QUINTA HIGH SCHOOL BOYS AND GIRLS WATER POLO TEAM DUE TO A POTENTIAL CONFLICT OF INTEREST STEMMING FROM HIS SON BEING A STUDENT AT LA QUINTA HIGH SCHOOL WHO MAY BENEFIT DIRECTLY OR INDIRECTLY FROM CITY GRANTS

COUNCILMEMBER PEÑA ANNOUNCED THAT HE IS A VOLUNTEER MEMBER OF THE DR. CARREON FOUNDATION FOR WHICH HE DOES NOT RECEIVE COMPENSATION, THEREFORE THERE IS NO CONFLICT WITH HIM VOTING ON THIS ITEM

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

Council discussed the level of funding for the Ophelia Project; and the process and purpose of starter grants.

COUNCILMEMBER RADI RECUSED HIMSELF AND LEFT THE DAIS AT 4:37 P.M.

PUBLIC SPEAKER: David Jewett, La Quinta High School Band Director and Band Booster Member – asked the Council to consider allocating additional grant funding for the 70-member marching band to help fund competitions, uniforms, and logo folders.

PUBLIC SPEAKER: Maria Norman, Teacher Advisor of the John Glenn Middle School Kids-in-the-Kitchen Club, along with Club President Hailey Floth, and Club Vice President Kamden Lindsey explained the skills learned and benefits of the Club.

COUNCILMEMBER RADI RETURNED TO THE DAIS AT 4:49 P.M.

PUBLIC SPEAKER: Pamela Grogan, CEO, Nehemiah Charitable Fund – explained that the Fund provides motel and food vouchers, groceries, and utilities assistance for approximately 20 La Quinta families by working with other organizations and through referrals.

PUBLIC SPEAKER: Peter Sturgeon, President/CEO with John F. Kennedy Memorial Foundation and Ophelia Project – announced that the Project is back in 14 Coachella Valley schools and explained the mission of the Project.

PUBLIC SPEAKER: Dr. Jenna LeComte-Hinely, PhD, CEO, HARC, Inc. – explained that HARC does a health survey in the Coachella Valley every three years, and thanked Council for their support.

PUBLIC SPEAKER: Jennifer Heggie, Executive Director with Pegasus Riding Academy – explained the mission of the Academy which has approximately 50 La Quinta riders and that the City grant will be used to transport students from their schools to the Pegasus ranch.

COUNCILMEMBER RADI LEFT THE DAIS AT 5:06 P.M. DURING THE WATER POLO TEAM SPEAKER'S TIME

PUBLIC SPEAKER: Kelley Becker, Teacher/Volunteer Coach with La Quinta High School Boys and Girls Water Polo Team – thanked Council for the starter grant, and explained their fund-raising efforts.

Councilmembers Peña, Sanchez, Mayor Pro Tem Fitzpatrick, and Mayor Evans expressed support for increasing the grant funding for the La Quinta High School Blackhawk Brigade Band and the JFK Foundation Ophelia Project from the proposed \$2,500 each to \$5,000 each.

MOTION – A motion was made and seconded by Councilmembers Sanchez/ Fitzpatrick to approve the first round Community Services Grants for fiscal year 2022/23 as follows:

- La Quinta High School Blackhawk Brigade Band \$5,000
- La Quinta High School Boys & Girls Water Polo Team \$ 500
- JFK Foundation Ophelia Project \$5,000

Motion passed – ayes 4, noes 0, abstain 0, absent 1 (Radi).

COUNCILMEMBER RADI RETURNED TO THE DAIS AT 5:10 P.M. FOR THE REMAINDER OF THE MEETING

MOTION – A motion was made and seconded by Councilmembers Sanchez/Radi to approve the first round Community Services Grants for fiscal year 2022/23 as follows:

- Desert Cancer Foundation (DCF) \$3,500
- Dr. Carreon Foundation \$2,500
- Harc, Inc. \$5,000
- Hidden Harvest \$5,000
- John Glenn Middle School, Kids in the Kitchen Club \$2,000
- La Quinta Youth Sports Association (LQYSA) \$2,500
- Nehemiah Charitable Fund \$500
- Parkinson’s Resource Organization \$500
- Pegasus Riding Academy \$5,000

Motion passed unanimously.

Total combined grant funding of \$37,000 was awarded for the first round Community Service Grants for fiscal year 2022/23.

2. APPROVE PROJECT BUDGET AND AWARD CONTRACT TO BC DATA AND POWER FOR THE X-PARK PUBLIC SAFETY CAMERA (PSCS) PROJECT NO. 2022-23

Management Analyst Mignogna and Traffic Management Analyst Gunterson presented the staff report, which is on file in the Clerk’s Office.

Council discussed the benefits of utilizing PSCS cameras to help deter graffiti and vandalism, unauthorized use by the public jumping the fence, and defend the City against lawsuits; and identification abilities of the PSCS cameras.

MOTION – A motion was made and seconded by Councilmembers Radi/Sanchez to approve the project budget and award contract to BC Data and Power for the X-Park Public Safety Camera System Project No. 2022-23, located at the X Park; and authorize the City Manager to execute the contract as recommended. Motion passed unanimously.

STUDY SESSION – None

PUBLIC HEARINGS

- 1. INTRODUCE FOR FIRST READING AN ORDINANCE TO APPROVE ZONING ORDINANCE AMENDMENT 2022-0002 AND ZONE CHANGE 2022-0003 AND ADOPT A RESOLUTION TO APPROVE GENERAL PLAN AMENDMENT 2022-0001 FOR GENERAL PLAN MAP, ZONING MAP AND ZONING CODE CLEAN UP ITEMS. CEQA: THE PROJECT IS EXEMPT FROM**

ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15061 (b)(3), COMMON SENSE EXEMPTION. LOCATION: CITY-WIDE
[ORDINANCE NO. 603 AND RESOLUTION NO. 2022-037]

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

MAYOR PRO TEM FITZPATRICK RECUSED HERSELF FROM DISCUSSION AND VOTE ON THIS ITEM DUE TO A POTENTIAL CONFLICT OF INTEREST STEMMING FROM THE PROXIMITY OF REAL PROPERTY TO THE PROJECT LOCATIONS AND LEFT THE DAIS AT 5:28 P.M.

Council discussed cell tower height limits and inspections; and requested cell coverage ring maps be submitted by cell companies during annual reviews.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 5:45 P.M.

PUBLIC SPEAKER: Alena Callimanis, La Quinta – provided hand-out materials, which were distributed to Council, made public, and incorporated into the agenda packet; expressed concern that Coachella Valley Water District (CVWD) has already taken some of the private property currently being rezoned from major community facilities to low-density residential.

Council discussed zoning changes having no effect on any private land dispute, if any, between CVWD and a landowner; possible access options for future development; this change is reverting the zoning back to residential; and agreement with name change to Village Hospitality.

PUBLIC SPEAKER: Alena Callimanis, La Quinta - said that CVWD may not realize that are encroaching and there is a berm at Avenue 62.

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 6:00 P.M.

MOTION – A motion was made and seconded by Councilmembers Peña/Sanchez to make a finding, included in Ordinance 603, that adopting this ordinance is exempt under the Environmental Quality Act pursuant to Section 15061 (b)(3) Review of Exemptions – Common Sense Rule and is consistent with the previously approved General Plan 2035 Environmental Impact Report. Motion passed – ayes 4, noes 0, abstain 0, absent 1 (Fitzpatrick).

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to take up Ordinance No. 603 by title and number only and waive further reading. Motion passed – ayes 4, noes 0, abstain 0, absent 1 (Fitzpatrick).

City Clerk Radeva read the following title of Ordinance No. 603 into the record:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA,
CALIFORNIA, AMENDING VARIOUS SECTIONS OF TITLE 9 OF THE LA
QUINTA MUNICIPAL CODE AND AMENDING THE ZONING MAP RELATED
TO CLEAN UP ITEMS

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to introduce at first reading Ordinance No. 603 as recommended. Motion passed – ayes 4, noes 0, abstain 0, absent 1 (Fitzpatrick).

MOTION – A motion was made and seconded by Councilmembers Peña/Sanchez to adopt Resolution No. 2022-037 to approve General Plan Amendment 2022-0001:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA,
CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FOR CLEAN
UP ITEMS AND FIND THE PROJECT EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT

Motion passed – ayes 4, noes 0, abstain 0, absent 1 (Fitzpatrick).

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 6:04 P.M.

*MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 6:10 P.M.
WITH ALL MEMBERS PRESENT INCLUDING MAYOR PRO TEM
FITZPATRICK*

DEPARTMENTAL REPORTS

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

3. 2022 CONSOLIDATED GENERAL ELECTION AND MEASURE A UPDATE

City Clerk Radeva and Finance Director Martinez presented the departmental report, which is on file in the Clerk's Office.

Council discussed the City's reserve fund spending restrictions; verification of an owners' presence in homeshare rentals; adding a bullet point to the information sheet "No on Measure A means ..." on page 167 of the report, a statement that the City Council opposes Measure A; the meaning of, process and timeline of land entitlement; impact of the loss of revenue as STVR permits decrease even if Measure A fails; and tax funds from Measure G being a 10-year capital project funding source, and six (6) years have passed.

PUBLIC SPEAKER: Terry Pracht, La Quinta – voters should decide if STVR should continue; and concerned about Council taking a position.

PUBLIC SPEAKER: James Lambert, La Quinta [*used time donated by resident Barbara Lambert*] – explained PGA’s homeowners’ association voting results regarding STVRs; supports Measure A; City enforcement of STVR regulations; reasons for the acceptance of homeshares; upcoming exempt STVRs units; and future jobs estimates.

PUBLIC SPEAKER: Jim Alderson, La Quinta [*used time donated by resident Patricia Pracht*] – made comments regarding the City’s budget and fund balance; provided alternative forecasting of the fund balance; asked that the City let it be known that taxes will not be raised if Measure A passes; asked that the City make corrections to Scenario 1 on the City website; and believes the City can absorb any losses caused by the passage of Measure A.

PUBLIC SPEAKER: Marde (Marty) Olson, La Quinta – asked Council to reconsider their opposition and support Measure A.

Council discussed their support and confidence in the accuracy and unbiased nature of reports provided by the City Clerk, the Finance Director, the City Attorney and all other staff members.

PUBLIC SPEAKER: Kay Wolff, La Quinta – said there are three (3) factions to the STVR issue: (1) STVR owners, operators and realtors whose interests are financial, (2) residents whose interests are peaceful enjoyment of their homes and who are facing a five-to-one differential in fundraising by Measure A opposition, and (3) the City Council who is in the middle and is concerned about the City’s finances; forecasting revenue and expenditure projections is subjective and can vary widely depending on whether pessimistic or optimistic assumptions are made; and de facto rezoning of residential districts to tourist commercial zones is occurring with STVRs.

Council discussed the adjustments to the STVR program they have made since 2017 in response to residents’ concerns and the positive results of those changes.

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

- Marde (Marty) and Mark Olson, La Quinta – oppose STVRs; supports Measure A;
- Marvin Segal, La Quinta – opposes STVRs

MAYOR'S AND COUNCIL MEMBERS' ITEMS

Mayor Evans reported on the City's successful Pillars, Artists and Athletes ceremony; attendance at the All Valley Mayors and Tribal Leaders Luncheon; upcoming State-of-the-City event on Thursday, October 6, 2022, at the La Quinta Resort with fireworks and music; City receipt of the Everyday Hero award from the Urban Tree Group; and congratulated the Blackhawk football team on their win.

Councilmember Peña reported on his participation in the Office on Aging golf tournament.

REPORTS AND INFORMATIONAL ITEMS

La Quinta's representative for 2022, Mayor Evans reported on her participation in the following organizations' meetings:

- CVAG EXECUTIVE COMMITTEE
- GREATER PALM SPRINGS CONVENTION AND VISITORS' BUREAU
- ECONOMIC DEVELOPMENT SUBCOMMITTEE

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

- CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE
- IID ENERGY CONSUMERS' ADVISORY COMMITTEE
- LEAGUE OF CALIFORNIA CITIES

La Quinta's representative for 2022, Councilmember Sanchez reported on his participation in the following organization's meeting:

- LEAGUE OF CALIFORNIA CITIES

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Radi/Sanchez to adjourn at 8:00 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: November 1, 2022

STAFF REPORT

AGENDA TITLE: AUTHORIZE OVERNIGHT TRAVEL FOR HUB MANAGER IN THE DESIGN AND DEVELOPMENT DEPARTMENT TO ATTEND THE CALIFORNIA MUNICIPAL REVENUE AND TAX ASSOCIATION ANNUAL CONFERENCE IN ANAHEIM, CALIFORNIA, NOVEMBER 2-3, 2022

RECOMMENDATION

Authorize overnight travel for the Hub Manager in the Design and Development Department to attend the California Municipal Revenue and Tax Association annual conference in Anaheim, California, November 2-3, 2022.

EXECUTIVE SUMMARY

- California Municipal Revenue & Tax Association (CMRTA) conference focuses on key issues facing cities, counties, and special districts in the State of California, and promotes financial management through innovation, continuing education, and professional development.
- Hub Manager will gain knowledge in key areas such as important tax and revenue changes with permits and licenses, training on all aspects of revenue and permits, current legislation, and the opportunity to network.

FISCAL IMPACT

Estimated expenses are \$1,000, which includes conference registration, travel, lodging, and meals. The funds are available in the 2022/23 Hub Travel and Training budget (101-6006-60320).

BACKGROUND/ANALYSIS

CMRTA is a statewide organization serving all California local government tax and revenue professionals. The organization promotes financial management through innovation, continuing education, and the professional development of members with a focus on key issues facing cities, counties, and special districts. This conference will further assist in allowing the Hub Manager to gain a broader range of finance knowledge for the permitting and licensing process. Conference workshops will offer technical training and

the ability to network with other professionals performing similar duties. This training will also address important tax and revenue changes, technology updates, internal controls, and best practices for business processes.

ALTERNATIVES

Council may elect not to authorize this request.

Prepared by: Tommi Sanchez, Hub Manager

Approved by: Danny Castro, Design and Development Director

City of La Quinta

CITY COUNCIL MEETING: November 1, 2022

STAFF REPORT

AGENDA TITLE: AWARD CONTRACT TO UNIVERSAL CONSTRUCTION ENGINEERING FOR CONSTRUCTION OF THE WASHINGTON STREET AT AVENUE 50 AND CALLE TAMPICO SIDEWALK AND AMERICAN WITH DISABILITIES IMPROVEMENTS PROJECT NO. 2019-23

RECOMMENDATION

Award a contract to Universal Construction Engineering to construct the Washington Street at Avenue 50 and Calle Tampico Sidewalk and ADA Improvements Project; and authorize the City Manager to execute the contract.

EXECUTIVE SUMMARY

- The improvements are proposed at the following two locations (Attachment 1):
 - The northwest corner of the intersection of Washington Street and Avenue 50, where Staff identified a need to construct a curb ramp where there currently is none.
 - The southside of Calle Tampico from Calle Obispo to Washington Street, where the City received a request from a person whose primary transportation is a wheelchair, to construct a sidewalk.
- Universal Construction Engineering of Palm Desert, California, submitted the lowest responsible and responsive bid at \$82,272.00 (Attachment 2).

FISCAL IMPACT

The projected budget is \$195,400, of which \$97,700 is allocated from General Funds and \$97,700 from SB821 Grant Funds for construction costs as follows:

	Project Total Budget
Professional/Design:	\$ 32,950
Inspection/Testing/Survey:	\$ 23,790
Construction:	\$ 82,272
Contingency:	\$ 56,388
Total Budget:	\$ 195,400

BACKGROUND/ANALYSIS

On the northwest side of the intersection at Avenue 50 and Washington Street, the existing pedestrian push buttons cannot be accessed because there is no curb ramp. The crosswalk terminates into a vertical curb, and while the southern crosswalk does terminate into a curb ramp; many school-aged children use the north leg and stand in the intersection on the northwest corner. The proposed safety improvements will provide a complete ADA path of travel and will allow people to wait for the signal off the road.

The City received a request from a person whose primary transportation is a wheelchair to construct a portion of sidewalk along the south side of Calle Tampico from Calle Obispo to Washington Street to allow them, and others leaving the neighborhood, to be able to use a sidewalk to the intersection of Calle Tampico and Washington Street without needing to cross Calle Tampico illegally.

The first bid period was not successful since the City did not receive any bids. On September 26, 2022 staff solicited construction bids for a second time from qualified contractors. The City received three bids on October 20, 2022. Universal Construction Engineering of Palm Desert, California, submitted the lowest responsible and responsive bid at \$82,272.00.

Contingent upon the award of the project on November 1, 2022, the following is the project schedule:

Council Considers Project Award	November 1, 2022
Execute Contract and Mobilize	November 2 to November 23, 2022
Construction (15 Working Days)	November 28 to December 16, 2022
Accept Improvements	January 2023

ALTERNATIVES

The staff does not recommend an alternative.

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

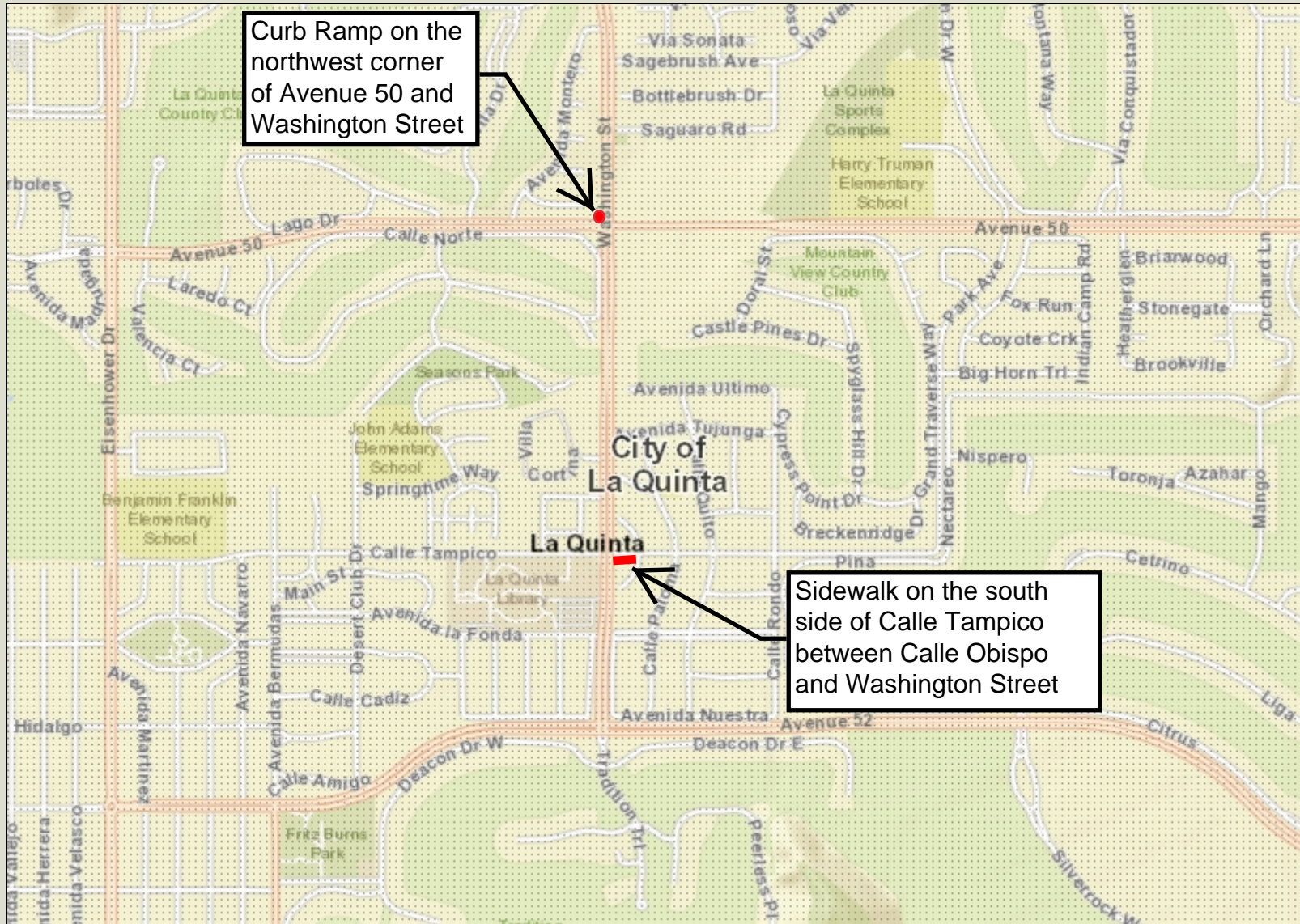
Attachments: 1. Vicinity Map
2. Bid Comparison

Vicinity Map

SB821 Grant Project Locations



ATTACHMENT 1



- 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.



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Notes

ATTACHMENT 1

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Washington Street at Avenue 50 and Calle Tampico Sidewalk and ADA Improvements
 City Project No. 2019-23
 Bid Comparison

Engineer's Estimate - Base Bid						Universal Construction Engineering		Desert Elite Electric & Construction, Inc.		Advanced Concrete	
Item	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,780.00	\$ 3,780.00
2	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 12,100.00	\$ 12,100.00	\$ 9,200.00	\$ 9,200.00	\$ 4,320.00	\$ 4,320.00
3	Dust Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,100.00	\$ 2,100.00	\$ 4,200.00	\$ 4,200.00	\$ 1,620.00	\$ 1,620.00
4	Sawcut, Remove, and Dispose of Existing Concrete Curb and Curb & Gutter	LF	26	\$ 65.00	\$ 1,690.00	\$ 85.00	\$ 2,210.00	\$ 63.00	\$ 1,638.00	\$ 280.80	\$ 7,300.80
5	Sawcut, Remove and Dispose of Existing Cross-Gutter	SF	143	\$ 30.00	\$ 4,290.00	\$ 39.00	\$ 5,577.00	\$ 26.00	\$ 3,718.00	\$ 56.16	\$ 8,030.88
6	Remove Existing Tree Stump	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 1,275.00	\$ 3,825.00	\$ 650.00	\$ 1,950.00	\$ 1,620.00	\$ 4,860.00
7	2" Grind and Asphalt Concrete Overlay	SF	45	\$ 40.00	\$ 1,800.00	\$ 50.00	\$ 2,250.00	\$ 125.00	\$ 5,625.00	\$ 135.00	\$ 6,075.00
8	Construct Sidewalk Per City of LA Quinta Standard Plan 240 Mod.	SF	824	\$ 10.00	\$ 8,240.00	\$ 15.00	\$ 12,360.00	\$ 14.50	\$ 11,948.00	\$ 12.96	\$ 10,679.04
9	Construct Curb Ramp Per City of La Quinta Standard Plan 250 Mod; Case B; One Wing, Retaining Curb on One Side (Limits ECR/BCR)	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 5,965.00	\$ 11,930.00	\$ 7,800.00	\$ 15,600.00	\$ 14,040.00	\$ 28,080.00
10	Construct Portion of Cross-Gutter Per City of La Quinta Standard Plan 230 Mod. And 231 Mod.	SF	143	\$ 40.00	\$ 5,720.00	\$ 40.00	\$ 5,720.00	\$ 26.00	\$ 3,718.00	\$ 48.60	\$ 6,949.80
11	Furnish and Install Keystone Gravity Block Wall Per City of La Quinta Standard Plan 717 Mod; 5 Course Stack	LF	53	\$ 95.00	\$ 5,035.00	\$ 95.00	\$ 5,035.00	\$ 98.00	\$ 5,194.00	\$ 270.00	\$ 14,310.00
12	Remove and Modify Existing Landscaping, Hardscape, and Irrigation as needed to Satisfaction of City	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 6,800.00	\$ 6,800.00	\$ 16,425.00	\$ 16,425.00	\$ 4,700.00	\$ 4,700.00
13	Signing and Striping	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,365.00	\$ 2,365.00	\$ 6,800.00	\$ 6,800.00	\$ 2,500.00	\$ 2,500.00
Sub-Total Base Bid:					\$ 92,875.00	\$ 82,272.00	\$ 90,016.00	\$ 103,205.52			
Base Bid Only						\$ 92,875.00	\$ 82,272.00	\$ 90,016.00	\$ 103,205.52		

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City of La Quinta

CITY COUNCIL MEETING: November 1, 2022

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED OCTOBER 14 AND OCTOBER 21, 2022

RECOMMENDATION

Approve demand registers dated October 14 and October 21, 2022.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	3,189,344.54
Successor Agency of RDA	\$	-
Housing Authority	\$	21,046.88
	\$	<u>3,210,391.42</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for October 14 and October 21, 2022.

Warrants Issued:

209177-209234	\$	678,055.33
209235-209304	\$	1,691,684.47
Wire Transfers		\$548,126.89
Payroll Tax Transfers	\$	54,558.78
Payroll Direct Deposit	\$	237,965.95
	\$	<u>3,210,391.42</u>

The most significant expenditures on the demand registers are:

Vendor	Account Name(s)	Amount	Purpose
Riverside County Sheriff Department	Various	\$ 1,288,554.99	Aug Police Service
Jacobsson Engineering Construction, Inc.	Construction	\$ 239,580.06	Jefferson/Ave 53 Roundabout Progress Payment
Rutan & Tucker	Attorney	\$ 73,913.16	July & Aug Legal Services Contract
Action Park Alliance, Inc.	X-Park Programming	\$ 71,347.00	Oct-Dec X-Park Staffing
Hammel, Green, and Abrahamson, Inc	Design	\$ 64,379.90	Jun-Aug Cultural Campus Design Payments

Wire Transfers: Nine transfers totaled \$548,127. Of this amount, \$441,772 was to Landmark, and \$49,740 was to J&H Asset Property Management. (See Attachment 2 for a complete listing).

Investment Transactions: During this period, there was no investment activity.

Prepared by: Jesse Batres, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

- Attachments:
1. Demand Registers
 2. Wire Transfers

Demand Register

Packet: APPKT03286 - 10/14/2022 JB



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
CENTRAL COMMUNICATIONS	209185	10/2022 - STVR HOTLINE	Professional Services	101-6004-60103	369.26
UNITED WAY OF THE DESERT	209231	CONTRIBUTION	United Way Deductions	101-0000-20981	37.00
WILLDAN	209234	08/2022 - PW ONCALL PLAN CHECK SERVI...	Map/Plan Checking	101-7002-60183	700.00
CHARTER COMMUNICATIONS ...	209186	09/24-10/23/22 - FS#93 CABLE (2415)	Cable/Internet - Utilities	101-2002-61400	113.79
CHEVROLET CADILLAC	209187	10/4/22 - PURCHASE 2022 CHEVY COLOR...	Vehicles	101-2002-71031	29,931.90
JOHN F. KENNEDY MEMORIAL ...	209208	10/4/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	5,000.00
NEHEMIAH CHARITABLE FUND	209215	10/4/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	500.00
PEGASUS THERAPEUTIC RIDING	209223	10/4/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	5,000.00
PARKINSONS RESOURCE ORG...	209221	10/04/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	500.00
DR CARREON FOUNDATION	209195	10/04/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	2,500.00
DESERT CANCER FOUNDATION	209192	10/4/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	3,500.00
HIDDEN HARVEST CORP	209205	10/04/22 - COMMUNITY SERVICES GRANT...	Grants & Economic Developm...	101-3001-60510	5,000.00
HARC, INC.	209203	10/4/22 - COMMUNITY SERVICES GRANT ...	Grants & Economic Developm...	101-3001-60510	5,000.00
COACHELLA VALLEY HOUSING ...	209189	10/04/22 - 40TH ANNIVERSARY GALA TICK...	Travel & Training	101-1001-60320	150.00
TPX COMMUNICATIONS	209230	09/23-10/22/22 - EOC PHONE LINE SVC	Telephone - Utilities	101-2002-61300	1,895.00
GALLAGHER BENEFIT SERVICES...	209200	CLASS AND COMP STUDY SERVICES	Professional Services	101-1004-60103	15,105.00
MADDEN MEDIA	209213	09/2022 - MEDIA RETAINER	Marketing & Tourism Promoti...	101-3007-60461	29,801.52
NI GOVERNMENT SERVICES INC	209216	09/2022 - SATELLITE PHONES	Mobile/Cell Phones/Satellites	101-2002-61304	80.71
VINTAGE ASSOCIATES	209233	08/01-08/04/22 - PLANT REMOVAL AT BE...	Maintenance/Services	101-3005-60691	4,530.00
VINTAGE ASSOCIATES	209233	08/19/22 - BEAR CREEK IRRIGATION REPA...	Maintenance/Services	101-3005-60691	4,470.00
VINTAGE ASSOCIATES	209233	8/15-8/19/22 TREES IRRIGATION AT BEAR...	Maintenance/Services	101-3005-60691	2,880.00
VINTAGE ASSOCIATES	209233	08/22-08/26/22 - TREE IRRIGATION FOR B...	Maintenance/Services	101-3005-60691	3,600.00
VINTAGE ASSOCIATES	209233	09/28/22 - IRRIGATION REPAIRS AT SRR P...	Maintenance/Services	101-3005-60691	360.49
VINTAGE ASSOCIATES	209233	09/28/22 - PLANTS FOR SRR PARK	Materials/Supplies	101-3005-60431	864.00
VINTAGE ASSOCIATES	209233	09/28/22 - IRRIGATION MAINLINE REPAIR...	Materials/Supplies	101-3005-60431	417.52
ASSOCIATION OF PUBLIC TREA...	209179	08/01/22 - APT US & C MEMBERSHIP R.HA...	Membership Dues	101-1006-60351	199.00
ODP BUSINESS SOLUTIONS, LLC	209218	09/30/22 - WIRELESS MOUSE & GEL PENS	Office Supplies	101-6004-60400	41.14
ODP BUSINESS SOLUTIONS, LLC	209218	09/29/22 - TISSUE BOXES (2) & NOTEBOO...	Office Supplies	101-6004-60400	45.84
ODP BUSINESS SOLUTIONS, LLC	209218	09/29/22 - TAPE MEASURE	Supplies - Field	101-6004-60425	9.99
LINDE GAS & EQUIPMENT INC.	209209	08/20-09/20/22 - CYLINDER RENTAL	Materials/Supplies	101-3008-60431	39.79
DESERT RECREATION DISTRICT	209193	07/2022 - FB POOL OPERATIONS & PROG...	Fritz Burns Pool Programming	101-3003-60184	25,146.63
DESERT RECREATION DISTRICT	209193	08/2022 - FB POOL OPERATIONS & PROG...	Fritz Burns Pool Programming	101-3003-60184	27,237.49
RASA/ERIC NELSON	209226	09/22/22 - LLA 2022-0009 ONCALL MAP C...	Map/Plan Checking	101-7002-60183	780.00
ROBERT HALF	209227	08/26/22 - TEMP AGENCY SVCS T.SUDAKO...	Temporary Agency Services	101-6006-60125	203.63
ROBERT HALF	209227	09/09/22 - TEMP AGENCY SVCS T.SUDAKO...	Temporary Agency Services	101-6006-60125	619.02
ROBERT HALF	209227	09/16/22 - TEMP AGENCY SVCS T.BUSTA...	Temporary Agency Services	101-2002-60125	1,488.80
ROBERT HALF	209227	09/23/22 - TEMP AGENCY SVCS G.HU	Temporary Agency Services	101-6002-60125	1,355.40
ROBERT HALF	209227	09/30/22 - TEMP AGENCY SVCS G.HU	Temporary Agency Services	101-6002-60125	1,355.40
ROBERT HALF	209227	09/30/22 - TEMP AGENCY SVCS T.BUSTA...	Temporary Agency Services	101-2002-60125	1,488.80
LORBEL INC	209210	09/28/22 - EMERGENCY POWER BACKUP	Machinery & Equipment	101-2002-80101	1,900.00
DDL TRAFFIC INC.	209191	10/05/22 - HANDHELD PREEMPTION TEST...	Tools/Equipment	101-7003-60432	1,953.13
PATTON DOOR & GATE	209222	09/19/22 - FS #70 DOOR REPAIRS	Maintenance/Services	101-2002-60691	125.00
PATTON DOOR & GATE	209222	10/03/22 - FS #93 DOOR REPAIRS	Maintenance/Services	101-2002-60691	800.00
GRAINGER	209201	09/27/22 - WATER METER KEYS (3)	Materials/Supplies	101-3008-60431	95.37
GRAINGER	209201	09/27/22 - ELECTRIC EXIT DEVICE FOR DO...	Materials/Supplies	101-3008-60431	1,198.50
ALARM MONITORING SERVICE...	209177	10/01-12/31/22 - ALARM MONITORING S...	Security & Alarm	101-3008-60123	660.00
ALARM MONITORING SERVICE...	209177	10/01-12/31/22 - FIRE ALARM MONITORI...	Security & Alarm	101-2002-60123	510.00
ALARM MONITORING SERVICE...	209177	10/01-12/31/22 - FIRE ALARM MONITORI...	Security & Alarm	101-3008-60123	510.00
ALARM MONITORING SERVICE...	209177	10/01-12/31/22 - SRR EVENT BLDG ALARM..	Security & Alarm	101-3008-60123	162.00
VERIZON WIRELESS	209232	08/26-09/25/22 - LQPD CELL SVC	Telephone - Utilities	101-2001-61300	876.03
ALARM MONITORING SERVICE...	209177	07/01-09/30/22 - SRR EVENT BLDG ALARM..	Security & Alarm	101-3008-60123	162.00
RUTAN & TUCKER	209228	940524 - REIMBURSEMENT MATTERS	Developer Deposits	101-0000-22810	1,630.00
RUTAN & TUCKER	209228	940520 - 08/2022 SILVERROCK RESORT	Attorney	101-1003-60153	264.00

Demand Register

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
RUTAN & TUCKER	209228	940527 - 08/2022 SPHERE OF INFLUENCE...	Attorney	101-1003-60153	1,290.00
RUTAN & TUCKER	209228	940521 - 08/2022 SOLID WASTE FRANCHI...	Attorney	101-1003-60153	192.00
RUTAN & TUCKER	209228	940526 - 08/2022 STVR PHASE OUT CITIZ...	Attorney	101-1003-60153	5,274.00
RUTAN & TUCKER	209228	940522 - 08/2022 DUNE PALMS PROJECT ...	Attorney	101-1003-60153	712.16
RUTAN & TUCKER	209228	940619 - 08/2022 RETAINER MATTER	Attorney	101-1003-60153	11,000.00
RUTAN & TUCKER	209228	940518 - 08/2022 CODE ENFORCEMENT	Attorney	101-1003-60153	5,716.54
RUTAN & TUCKER	209228	940517 - 08/2022 PERSONNEL GENERAL	Attorney	101-1003-60153	624.00
RUTAN & TUCKER	209228	940516 - 08/2022 GENERAL ACCOUNT	Attorney	101-1003-60153	3,258.04
RUTAN & TUCKER	209228	940523 - 08/2022 WASHINGTON PLAZA P...	Attorney	101-1003-60153	1,728.00
RUTAN & TUCKER	209228	940525 - LQ ARTS FESTIVAL TRADEMARK	Attorney/Litigation	101-1003-60154	192.00
LOWE'S HOME IMPROVEMENT..	209211	06/21/22 - SUPPLIES FOR FS TRANSPORT ...	Fire Station	101-2002-60670	98.10
LOWE'S HOME IMPROVEMENT..	209211	08/17/22 - HAND MASKER AND BLADE FO...	Maintenance/Services	101-2002-60691	103.42
LOWE'S HOME IMPROVEMENT..	209211	08/10/22 - DROP CEILING PLANKS FOR FS ...	Maintenance/Services	101-2002-60691	92.70
LOWE'S HOME IMPROVEMENT..	209211	08/19/22 - WC CLEANING SUPPLIES	Operating Supplies	101-3002-60420	73.75
LOWE'S HOME IMPROVEMENT..	209211	8/9/22 - PVC COUPLING REPAIR BEER CRE...	Materials/Supplies	101-3005-60431	19.58
LOWE'S HOME IMPROVEMENT..	209211	08/05/22 - STEEL FENCE POSTS FOR SPOR...	Materials/Supplies	101-3005-60431	290.33
LOWE'S HOME IMPROVEMENT..	209211	08/03/22 - BILGE PUMP DISCHARGE TUBI...	Materials/Supplies	101-3005-60431	13.50
LOWE'S HOME IMPROVEMENT..	209211	08/18/22 - SCREWS AND BOLTS FOR VELA...	Materials/Supplies	101-3005-60431	3.34
LOWE'S HOME IMPROVEMENT..	209211	08/12/22 - CONCRETE MIX FOR PARKS	Materials/Supplies	101-3005-60431	53.77
LOWE'S HOME IMPROVEMENT..	209211	08/12/22 - MARKING PAINT	Materials/Supplies	101-3005-60431	55.76
LOWE'S HOME IMPROVEMENT..	209211	07/27/22 - PLYWOOD & STEEL STRAPS & ...	Materials/Supplies	101-3005-60431	82.66
LOWE'S HOME IMPROVEMENT..	209211	08/02/22 - STEEL CHAIN LINK FENCE FABR...	Materials/Supplies	101-3005-60431	428.29
LOWE'S HOME IMPROVEMENT..	209211	08/04/22 - STEEL FENCE POSTS FOR SPOR...	Materials/Supplies	101-3005-60431	356.62
LOWE'S HOME IMPROVEMENT..	209211	08/09/22 - MECHANICS TOOL SET	Tools/Equipment	101-3005-60432	240.71
LOWE'S HOME IMPROVEMENT..	209211	08/05/22 - DRILL BIT SET & SCREWDRIVER...	Tools/Equipment	101-3005-60432	133.89
LOWE'S HOME IMPROVEMENT..	209211	08/19/22 - MECHANICS TOOL SET	Tools/Equipment	101-3005-60432	117.72
LOWE'S HOME IMPROVEMENT..	209211	08/09/22 - MECHAINCS TOOL SET	Tools/Equipment	101-3005-60432	195.26
LOWE'S HOME IMPROVEMENT..	209211	08/09/22 - RETURN MECHANICS TOOL SET	Tools/Equipment	101-3005-60432	-226.26
LOWE'S HOME IMPROVEMENT..	209211	07/27/22 - COIN BATTERIES (12)	Materials/Supplies	101-3008-60431	30.92
LOWE'S HOME IMPROVEMENT..	209211	07/25/22 - CFL LIGHT BULBS FOR CH (12)	Materials/Supplies	101-3008-60431	105.05
LOWE'S HOME IMPROVEMENT..	209211	08/11/22 - PINE BOARD FOR CH	Materials/Supplies	101-3008-60431	68.33
LOWE'S HOME IMPROVEMENT..	209211	08/16/22 - QUICK CONNECT KIT FOR PRES...	Materials/Supplies	101-3008-60431	35.54
LOWE'S HOME IMPROVEMENT..	209211	08/17/22 - DISC SANDPAPER & BRAD NAILS	Materials/Supplies	101-3008-60431	72.88
LOWE'S HOME IMPROVEMENT..	209211	08/24/22 - STEEL REBAR FOR CIVIC CENTER	Materials/Supplies	101-3008-60431	111.27
LOWE'S HOME IMPROVEMENT..	209211	07/26/22 - SUMP PUMP & HOSE	Tools/Equipment	101-3008-60432	256.16
LOWE'S HOME IMPROVEMENT..	209211	08/15/22 - APPLIANCE HAND TRUCK & ST...	Tools/Equipment	101-3008-60432	257.24
LOWE'S HOME IMPROVEMENT..	209211	08/18/22 - PAPER TOWELS & TACKY GREA...	Operating Supplies	101-7003-60420	35.57
LOWE'S HOME IMPROVEMENT..	209211	08/08/22 - BLACK ELECTRICAL TAPE & PU...	Operating Supplies	101-7003-60420	52.92
LOWE'S HOME IMPROVEMENT..	209211	08/17/22 - INSERT NUTS (25)	Operating Supplies	101-7003-60420	10.33
LOWE'S HOME IMPROVEMENT..	209211	08/23/22 - REACHING TOOL	Operating Supplies	101-7003-60420	39.22
ALARM MONITORING SERVICE...	209177	FY 21/22 R/C FIRE ALARM MONITOR TO 1...	Fire Station	101-2002-60670	-2,040.00
ALARM MONITORING SERVICE...	209177	FY 21/22 R/C FIRE ALARM MONITOR FR 1...	Security & Alarm	101-2002-60123	2,040.00
RUTAN & TUCKER	209228	940002 - REIMBURSEMENT MATTERS	Developer Deposits	101-0000-22810	750.00
RUTAN & TUCKER	209228	940002 - REIMBURSEMENT MATTERS	Developer Deposits	101-0000-22810	250.00
RUTAN & TUCKER	209228	939997 - 07/2022 SILVERROCK RESORT	Attorney	101-1003-60153	648.00
RUTAN & TUCKER	209228	940000 - 07/2022 DUNE PALMS PROJECT ...	Attorney	101-1003-60153	150.50
RUTAN & TUCKER	209228	940001 - WASHINGTON PLAZA PATH OF T...	Attorney	101-1003-60153	2,016.00
RUTAN & TUCKER	209228	940004 - 07/2022 STVR PHASE-OUT CITIZ...	Attorney	101-1003-60153	1,080.00
RUTAN & TUCKER	209228	939994 - 07/2022 CODE ENFORCEMENT	Attorney	101-1003-60153	1,105.50
RUTAN & TUCKER	209228	939996 - RETAINER MATTER	Attorney	101-1003-60153	11,000.00
RUTAN & TUCKER	209228	939992 - 07/2022 PERSONNEL GENERAL	Attorney	101-1003-60153	960.00
RUTAN & TUCKER	209228	940005 - SPHERE OF INFLUENCE MODIFIC...	Attorney	101-1003-60153	11,562.92
RUTAN & TUCKER	209228	93991 - 07/2022 GENERAL ACCOUNT	Attorney	101-1003-60153	6,313.50
RUTAN & TUCKER	209228	939999 - 07/2022 GENERAL IP	Attorney	101-1003-60153	480.00
RUTAN & TUCKER	209228	939998 - 7/2022 SR SRR CLASSES 3,14,16,...	Attorney	101-1003-60153	120.00
RUTAN & TUCKER	209228	939993 - 07/2022 LITIGATION GENERAL	Attorney/Litigation	101-1003-60154	4,444.00
RUTAN & TUCKER	209228	940003 - LQ ARTS FESTIVAL FEDERAL TRA...	Attorney/Litigation	101-1003-60154	816.00
OCEAN SPRINGS TECH INC	209217	10/2022 - FB POOL CAT 5000 COMPUTER...	Fritz Burns Pool Maintenance	101-3005-60184	240.00
OCEAN SPRINGS TECH INC	209217	09/26/22 - FB POOL CAT COMPUTER MAI...	Fritz Burns Pool Maintenance	101-3005-60184	465.40
FRONTIER COMMUNICATIONS...	209197	09/26-10/25/22 - POLICE INTERNET	Cable/Internet - Utilities	101-2001-61400	571.63

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
DISH NETWORK	209194	09/22-10/21/22 - EOC CABLE	Cable/Internet - Utilities	101-2002-61400	95.68
FRONTIER COMMUNICATIONS...	209197	09/28-10/27/22 - SPORTS COMPLEX PHO...	Telephone - Utilities	101-3005-61300	38.91
BANK OF THE WEST	209180	09/30/22 - FS #70 DISHWASHER & MICR...	Maintenance/Services	101-2002-60691	650.00
BANK OF THE WEST	209180	09/12/22 - APWA LUNCH/MEETING D.CAS...	Travel & Training	101-6001-60320	33.46
BANK OF THE WEST	209180	09/12/22 - APWA LUNCH/MEETING C.FLO...	Travel & Training	101-6002-60320	33.46
BANK OF THE WEST	209180	09/12/22 - APWA LUNCH/MEETING J.MIG...	Travel & Training	101-7001-60320	33.46
BANK OF THE WEST	209180	10/03/22 - APWA LUNCH/MEETING A.BE...	Travel & Training	101-7001-60320	44.06
BANK OF THE WEST	209180	10/03/22 - APWA LUNCH/MEETING J.MIG...	Travel & Training	101-7001-60320	44.06
BANK OF THE WEST	209180	10/03/22 - APWA LUNCH/MEETING B.MCK..	Travel & Training	101-7001-60320	44.06
BANK OF THE WEST	209180	09/12/22 - APWA LUNCH/MEETING B.MCK..	Travel & Training	101-7001-60320	33.46
BANK OF THE WEST	209180	09/26/22 - TELESCOPIC TEACHERS POINTER	Office Supplies	101-1002-60400	21.06
BANK OF THE WEST	209180	08/31/22 - HEALTH FAIR SUPPLIES	Employee Recognition Events	101-1004-60340	45.65
BANK OF THE WEST	209180	09/26/22 - 3 RING BINDERS	Operating Supplies	101-1004-60420	28.68
BANK OF THE WEST	209180	09/15/22 - 3 RING BINDERS (2)	Operating Supplies	101-1004-60420	14.08
BANK OF THE WEST	209180	10/11/22 - GFOA TRAINING	Travel & Training	101-1006-60320	35.00
BANK OF THE WEST	209180	09/7-09/08/22 - LEAGUE OF CITIES CONF C..	Travel & Training	101-1006-60320	872.90
BANK OF THE WEST	209180	08/31/22 - CHAIR FOR K.BLODELL	Office Supplies	101-1006-60400	143.54
BANK OF THE WEST	209180	09/20/22 - CH POLICE ROOM TOWER FAN	LQ Police Volunteers	101-2001-60109	54.36
BANK OF THE WEST	209180	09/26/22 - PHONE CASE/KEYS TAGS POLICE	LQ Police Volunteers	101-2001-60109	49.65
BANK OF THE WEST	209180	08/30/22 - COLLAPSIBLE WAGON D.LAGU...	Disaster Prep Supplies	101-2002-60406	162.02
BANK OF THE WEST	209180	09/20/22 - MAILCHIMP	Membership Dues	101-3007-60351	130.00
BANK OF THE WEST	209180	10/20/22 - APPLE MUSIC/STORAGE	Membership Dues	101-3007-60351	19.95
BANK OF THE WEST	209180	09/19/22 - MICROPHONE KIT M.GRAHAM	Operating Supplies	101-3007-60420	36.96
BANK OF THE WEST	209180	08/23-08/30/22 - FB BOOSTED ADS	Marketing & Tourism Promoti...	101-3007-60461	92.49
BANK OF THE WEST	209180	09/22/22 - DESKTOP TABLE FANS (5) FOR ...	Materials/Supplies	101-3008-60431	88.28
BANK OF THE WEST	209180	09/08/22 - PW YARD GATE OPENER	Materials/Supplies	101-3008-60431	78.57
BANK OF THE WEST	209180	09/26/22 - DESKTOP TABLE FANS (5) FOR ...	Materials/Supplies	101-3008-60431	83.15
BANK OF THE WEST	209180	09/20/22 - DESERT SUN SUBSCRIPTION	Subscriptions & Publications	101-6001-60352	11.98
BANK OF THE WEST	209180	09/01/22 - 1 CLOCK & 3 WALL PLANNERS	Operating Supplies	101-6001-60420	120.67
BANK OF THE WEST	209180	09/07/22 - WALL CALENDARS (2)	Operating Supplies	101-6001-60420	39.76
BANK OF THE WEST	209180	9/7-9/7/22 LEAGUE OF CA CITIES CONF H...	Travel & Training	101-1002-60320	266.56
BANK OF THE WEST	209180	09/26/22 - BUSINESS COPY PAPER	Office Supplies	101-1002-60400	100.57
BANK OF THE WEST	209180	09/28/22 - SPOTLIGHT PRESENTATION R...	Operating Supplies	101-1002-60420	217.48
BANK OF THE WEST	209180	09/22/22 - PRESENTER REMOTE CONTROL...	Operating Supplies	101-1002-60420	143.51
BANK OF THE WEST	209180	09/06/22 - JOB POSTING	Recruiting/Pre-Employment	101-1004-60129	200.00
BANK OF THE WEST	209180	08/31/22 - HEALTH FAIR DECOR	Employee Recognition Events	101-1004-60340	21.54
BANK OF THE WEST	209180	09/07/22 - FS #32 ATV TRANSPORT OUTFIT..	Sales Taxes Payable	101-0000-20304	-96.25
BANK OF THE WEST	209180	09/13/22 - CCAC NUT & BOLTS TRAINING J...	Travel & Training	101-1006-60320	25.00
BANK OF THE WEST	209180	09/14/22 - FRED PRYOR MEMBERSHIP J.D...	Travel & Training	101-1006-60320	249.00
BANK OF THE WEST	209180	09/07/22 - FS #32 ATV TRANSPORT OUTFIT..	Non-Reimbursable Misc	101-2002-60445	1,321.24
BANK OF THE WEST	209180	09/25/22 - RETURN FS #32 ATV SUPPLIES	Fire Station	101-2002-60670	-449.99
BANK OF THE WEST	209180	09/18/22 - FCC LICENSE RENEWAL	Repair & Maintenance - EOC	101-2002-60671	110.00
BANK OF THE WEST	209180	09/13/22 - BOUQUEST & BOW FOR 9/11 ...	Community Experiences	101-3003-60149	203.55
BANK OF THE WEST	209180	09/22/22 - MINI MUFFINS	Community Experiences	101-3003-60149	47.70
BANK OF THE WEST	209180	09/27/22 - OFFICE CHAIRS C.VILLANUEVA/...	Operating Supplies	101-6006-60420	478.48
BANK OF THE WEST	209180	9/7-9/8/22 LEAGUE OF CA CITIES CONF H...	Travel & Training	101-1001-60320	555.41
BANK OF THE WEST	209180	9/7-9/8/22 LEAGUE OF CA CITIES CONF H...	Travel & Training	101-1001-60320	555.41
BANK OF THE WEST	209180	09/21/22 - COUNCIL MEETING DINNER	Travel & Training	101-1001-60320	210.58
BANK OF THE WEST	209180	09/19/22 - COUNCIL MEETING SNACKS	Travel & Training	101-1001-60320	11.59
BANK OF THE WEST	209180	09/19/22 - COUNCIL MEETING SNACKS	Travel & Training	101-1001-60320	35.55
BANK OF THE WEST	209180	09/20/22 - COUNCIL MEETING DINNER	Travel & Training	101-1001-60320	116.55
BANK OF THE WEST	209180	09/21/22 - PROCLAMATION FRAMES (2)	Operating Supplies	101-1001-60420	141.22
BANK OF THE WEST	209180	9/9/22 LEAGUE OF CA CITIES CONF MEALS...	Travel & Training	101-1002-60320	27.37
BANK OF THE WEST	209180	9/9/22 LEAGUE OF CA CITIES CONF PARKI...	Travel & Training	101-1002-60320	21.00
BANK OF THE WEST	209180	9/12-9/15/22 TCC 300 TRAINING HOTEL L...	Travel & Training	101-1005-60320	656.52
BANK OF THE WEST	209180	09/12/22 - TTC 300 SERIES TRAINING MEA...	Travel & Training	101-1005-60320	15.86
BANK OF THE WEST	209180	09/06/22 - CLERK'S SEMINAR MEAL M.RA...	Travel & Training	101-1005-60320	35.59
BANK OF THE WEST	209180	09/06/22 - CLERK'S SEMINAR HOTEL M.R...	Travel & Training	101-1005-60320	336.68
BLOOD BANK OF SAN BERNAR...	209183	11/12/22 - GALA EMERALD SPONSORSHIP	Sponsorships/Advertising	101-3007-60450	5,000.00
Fund 101 - GENERAL FUND Total:					283,068.99

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 201 - GAS TAX FUND					
LOWE'S HOME IMPROVEMENT..	209211	08/10/22 - FOAM EXPANSION FOR SIDEW...	Materials/Supplies	201-7003-60431	17.03
LOWE'S HOME IMPROVEMENT..	209211	08/16/22 - PROPANE TANK EXCHANGE FO...	Materials/Supplies	201-7003-60431	43.35
Fund 201 - GAS TAX FUND Total:					60.38
Fund: 202 - LIBRARY & MUSEUM FUND					
FROSTY'S AIR CONDITIONING ...	209198	09/28/22 - MUSEUM REFRIGERATION REP...	Maintenance/Services	202-3006-60691	285.00
ALARM MONITORING SERVICE...	209177	10/01-12/31/22 - ALARM MONITORING S...	Security & Alarm	202-3004-60123	165.00
ALARM MONITORING SERVICE...	209177	10/01-12/31/22 - ALARM MONITORING S...	Security & Alarm	202-3006-60123	165.00
ALARM MONITORING SERVICE...	209177	LIBRARY ALARM/FIRE MONITORING SERVI...	Security & Alarm	202-3004-60123	255.00
ALARM MONITORING SERVICE...	209177	10/01-12/31/22 - FIRE ALARM MONITORI...	Security & Alarm	202-3006-60123	255.00
ALARM MONITORING SERVICE...	209177	10/01-12/31/22 - LUMBER YARD MONITO...	Security & Alarm	202-3006-60123	165.00
BANK OF THE WEST	209180	09/02/22 - POTTERY (9) FOR MUSEUM	Maintenance/Services	202-3006-60691	1,011.38
BANK OF THE WEST	209180	09/29/22 - FLOWERS FOR MUSEUM	Maintenance/Services	202-3006-60691	315.13
Fund 202 - LIBRARY & MUSEUM FUND Total:					2,616.51
Fund: 215 - LIGHTING & LANDSCAPING FUND					
PWLC II, INC	209225	09/23/22 - FS #93 TREE/STUMP REMOVAL	Maintenance/Services	215-7004-60691	1,220.00
LOWE'S HOME IMPROVEMENT..	209211	08/03/22 - PAINT FOR GRAFFITI REMOVAL	Supplies-Graffiti and Vandalism	215-7004-60423	25.23
LOWE'S HOME IMPROVEMENT..	209211	08/17/22 - MULTIPURPOSE GLOVES	Materials/Supplies	215-7004-60431	57.84
LOWE'S HOME IMPROVEMENT..	209211	08/19/22 - USB LIGHTNING CABLE	Materials/Supplies	215-7004-60431	24.41
BANK OF THE WEST	209180	09/14/22 - CONCRETE BLOCKS (60)	Materials/Supplies	215-7004-60431	508.82
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					1,836.30
Fund: 221 - AB 939 - CALRECYCLE FUND					
BANK OF THE WEST	209180	08/31/22 - RECYCLE & TRASH CANS BINS ...	AB 939 Recycling Solutions	221-0000-60127	81.24
BANK OF THE WEST	209180	8/31/22 RETURN RECYCLE & TRASH CANS ...	AB 939 Recycling Solutions	221-0000-60127	-32.49
Fund 221 - AB 939 - CALRECYCLE FUND Total:					48.75
Fund: 235 - SO COAST AIR QUALITY FUND					
COACHELLA VALLEY ASSOC OF...	209188	04/01-06/30/22 - VEHICLE REGISTRATION...	CVAG	235-0000-60186	10,174.52
Fund 235 - SO COAST AIR QUALITY FUND Total:					10,174.52
Fund: 241 - HOUSING AUTHORITY					
RUTAN & TUCKER	209228	940519 - HOUSING AUTHORITY	Attorney	241-9101-60153	216.00
RUTAN & TUCKER	209228	939995 - HOUSING AUTHORITY	Attorney	241-9101-60153	120.00
BANK OF THE WEST	209180	09/14/22 - CCAC NUTS & BOLTS TRAINING ..	Travel & Training	241-9101-60320	25.00
BANK OF THE WEST	209180	09/14/22 - CCAC NUTS & BOLTS TRAINING...	Travel & Training	241-9101-60320	25.00
BANK OF THE WEST	209180	09/14/22 - CCAC NUTS & BOLTS TRAINING...	Travel & Training	241-9101-60320	25.00
Fund 241 - HOUSING AUTHORITY Total:					411.00
Fund: 270 - ART IN PUBLIC PLACES FUND					
SIGNATURE SCULPTURE	209229	09/2022 ART MAINTENANCE REMAINING ...	APP Maintenance	270-0000-60683	12,665.75
Fund 270 - ART IN PUBLIC PLACES FUND Total:					12,665.75
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
ELECNOR BELCO ELECTRIC, INC	209196	09/2022 SR PARK VENUE WIFI/CAMERA B...	Retention Payable	401-0000-20600	-1,672.70
ELECNOR BELCO ELECTRIC, INC	209196	09/2022 SR PARK VENUE WIFI/CAMERA B...	Construction	401-0000-60188	33,454.00
CONVERSE CONSULTANTS	209190	07/30-08/26/22 MATERIALS TESTING AVE...	Technical	401-0000-60108	6,272.50
HERMANN DESIGN GROUP INC	209204	06/2022 MARBELLA/SIERRA DEL REY LAN...	Design	401-0000-60185	1,065.00
HERMANN DESIGN GROUP INC	209204	06/2022 DESERT PRIDE LANDSCAPE ARCHI...	Design	401-0000-60185	1,215.00
HERMANN DESIGN GROUP INC	209204	07/2022 MARBELLA/SIERRA DEL REY LAN...	Design	401-0000-60185	150.00
HERMANN DESIGN GROUP INC	209204	07/2022 DESERT PRIDE LANDSCAPE ARCHI...	Design	401-0000-60185	150.00
HAMMEL, GREEN, AND ABRA...	209202	06/2022 - CULTURAL CAMPUS DESIGN	Design	401-0000-60185	21,304.90
HAMMEL, GREEN, AND ABRA...	209202	07/2022 - CULTURAL CAMPUS DESIGN	Design	401-0000-60185	2,067.60
HAMMEL, GREEN, AND ABRA...	209202	08/2022 - CULTURAL CAMPUS DESIGN	Design	401-0000-60185	41,007.40
JACOBSSON ENGINEERING CO...	209207	09/2022 JEFFERSON AVE 53 ROUNDABOU...	Construction	401-0000-60188	252,189.54
JACOBSSON ENGINEERING CO...	209207	09/2022 JEFFERSON AVE 53 ROUNDABOU...	Construction	401-0000-60188	-12,609.48
PLANIT REPROGRAPHICS SYST...	209224	09/21/22 - 2019-23 BID SET NO 2	Construction	401-0000-60188	72.36
LOWE'S HOME IMPROVEMENT..	209211	08/23/22 - ELECTRICITY CIRCUIT BREAKER	Construction	401-0000-60188	16.24
BANK OF THE WEST	209180	09/13/22 - SIGN HOLDERS (4)	Design	401-0000-60185	154.38
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					344,836.74
Fund: 501 - FACILITY & FLEET REPLACEMENT					
AMERICAN TIRE DEPOT	209178	08/19/22 - TIRES FOR 2015 EXPLORER VIN...	Vehicle Repair & Maintenance	501-0000-60676	1,099.21
MIKES AUTO ELECTRIC	209214	10/2/22 SAFETY LIGHTS INSTALL CHEVY 3...	Parts, Accessories, and Upfits	501-0000-60675	2,750.57

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
MIKES AUTO ELECTRIC	209214	10/02/22 - MISC LIGHTS AND PARTS FOR ...	Parts, Accessories, and Upfits	501-0000-60675	1,517.06
PALMS TO PINES MIRROR & G...	209220	08/16/22 - INSTALL TEMPERED GLASS AT C...	City Bldg Repl/Repair	501-0000-71103	1,523.00
BMW MOTORCYCLES OF RIVE...	209184	09/27/22 - MOTORCYCLE REPAIRS A1155	Motorcycle Repair & Mainten...	501-0000-60679	1,983.92
BMW MOTORCYCLES OF RIVE...	209184	10/04/22 - MOTORCYCLE REPAIRS A1047	Motorcycle Repair & Mainten...	501-0000-60679	779.69
PLANIT REPROGRAPHICS SYST...	209224	9/15/22 - VEHICLE DECALS VIN 125821,12...	Parts, Accessories, and Upfits	501-0000-60675	894.29
PACIFIC MOBILE STRUCTURES, ...	209219	09/2022 - PW TRAILER RENTAL	Building Leases	501-0000-71032	3,088.51
FUELMAN	209199	09/2022 - FUEL	Fuel & Oil	501-0000-60674	1,502.65
BANK OF THE WEST	209180	9/16/22 - REMAINING BAL ON 22 CHEVY ...	Vehicles, Purchased	501-0000-71031	170.19
BANK OF THE WEST	209180	09/28/22 - FLUSH MOUNT BLACK HOLE P...	Parts, Accessories, and Upfits	501-0000-60675	15.21
BANK OF THE WEST	209180	9/15/22 WINDOW TINTING FOR VIN 2582...	Vehicle Repair & Maintenance	501-0000-60676	1,215.00
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					16,539.30
Fund: 502 - INFORMATION TECHNOLOGY					
CHARTER COMMUNICATIONS ...	209186	09/20-10/19/22 - WC CABLE (1909)	Cable/Internet - Utilities	502-0000-61400	10.52
CHARTER COMMUNICATIONS ...	209186	09/24-10/23/22 - WC CABLE (4601)	Cable/Internet - Utilities	502-0000-61400	266.66
TPX COMMUNICATIONS	209230	09/23-10/22/22 - PHONE LINE SVC	Telephone - Utilities	502-0000-61300	3,969.82
INNOVATIVE DOCUMENT SOL...	209206	04/01-06/30/22 - COPIER CONTRACT OVE...	Copiers	502-0000-60662	1,006.24
FRONTIER COMMUNICATIONS...	209197	09/25-10/24/22 - CH INTERNET	Cable/Internet - Utilities	502-0000-61400	85.98
FRONTIER COMMUNICATIONS...	209197	09/27-10/26/22 - BLACKHAWK/LQ PARK D...	Cable/Internet - Utilities	502-0000-61400	80.98
BANK OF THE WEST	209180	10/2022 - HULU SUBSCRIPTION	Cable/Internet - Utilities	502-0000-61400	69.99
BANK OF THE WEST	209180	09/13/22 - IMAC INTEL27	Operating Supplies	502-0000-60420	187.29
BANK OF THE WEST	209180	09/13/22 - UPGRADE KIT FOR MAC MINI	Operating Supplies	502-0000-60420	119.61
Fund 502 - INFORMATION TECHNOLOGY Total:					5,797.09
Grand Total:					678,055.33

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	283,068.99
201 - GAS TAX FUND	60.38
202 - LIBRARY & MUSEUM FUND	2,616.51
215 - LIGHTING & LANDSCAPING FUND	1,836.30
221 - AB 939 - CALRECYCLE FUND	48.75
235 - SO COAST AIR QUALITY FUND	10,174.52
241 - HOUSING AUTHORITY	411.00
270 - ART IN PUBLIC PLACES FUND	12,665.75
401 - CAPITAL IMPROVEMENT PROGRAMS	344,836.74
501 - FACILITY & FLEET REPLACEMENT	16,539.30
502 - INFORMATION TECHNOLOGY	5,797.09
Grand Total:	678,055.33

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	-96.25
101-0000-20981	United Way Deductions	37.00
101-0000-22810	Developer Deposits	2,630.00
101-1001-60320	Travel & Training	1,635.09
101-1001-60420	Operating Supplies	141.22
101-1002-60320	Travel & Training	314.93
101-1002-60400	Office Supplies	121.63
101-1002-60420	Operating Supplies	360.99
101-1003-60153	Attorney	65,495.16
101-1003-60154	Attorney/Litigation	5,452.00
101-1004-60103	Professional Services	15,105.00
101-1004-60129	Recruiting/Pre-Employme...	200.00
101-1004-60340	Employee Recognition Ev...	67.19
101-1004-60420	Operating Supplies	42.76
101-1005-60320	Travel & Training	1,044.65
101-1006-60320	Travel & Training	1,181.90
101-1006-60351	Membership Dues	199.00
101-1006-60400	Office Supplies	143.54
101-2001-60109	LQ Police Volunteers	104.01
101-2001-61300	Telephone - Utilities	876.03
101-2001-61400	Cable/Internet - Utilities	571.63
101-2002-60123	Security & Alarm	2,550.00
101-2002-60125	Temporary Agency Servic...	2,977.60
101-2002-60406	Disaster Prep Supplies	162.02
101-2002-60445	Non-Reimbursable Misc	1,321.24
101-2002-60670	Fire Station	-2,391.89
101-2002-60671	Repair & Maintenance - E...	110.00
101-2002-60691	Maintenance/Services	1,771.12
101-2002-61300	Telephone - Utilities	1,895.00
101-2002-61304	Mobile/Cell Phones/Satell...	80.71
101-2002-61400	Cable/Internet - Utilities	209.47
101-2002-71031	Vehicles	29,931.90
101-2002-80101	Machinery & Equipment	1,900.00
101-3001-60510	Grants & Economic Devel...	27,000.00
101-3002-60420	Operating Supplies	73.75
101-3003-60149	Community Experiences	251.25
101-3003-60184	Fritz Burns Pool Program...	52,384.12
101-3005-60184	Fritz Burns Pool Maintena...	705.40
101-3005-60431	Materials/Supplies	2,585.37
101-3005-60432	Tools/Equipment	461.32
101-3005-60691	Maintenance/Services	15,840.49
101-3005-61300	Telephone - Utilities	38.91
101-3007-60351	Membership Dues	149.95
101-3007-60420	Operating Supplies	36.96

Account Summary

Account Number	Account Name	Expense Amount
101-3007-60450	Sponsorships/Advertising	5,000.00
101-3007-60461	Marketing & Tourism Pro...	29,894.01
101-3008-60123	Security & Alarm	1,494.00
101-3008-60431	Materials/Supplies	2,007.65
101-3008-60432	Tools/Equipment	513.40
101-6001-60320	Travel & Training	33.46
101-6001-60352	Subscriptions & Publicati...	11.98
101-6001-60420	Operating Supplies	160.43
101-6002-60125	Temporary Agency Servic...	2,710.80
101-6002-60320	Travel & Training	33.46
101-6004-60103	Professional Services	369.26
101-6004-60400	Office Supplies	86.98
101-6004-60425	Supplies - Field	9.99
101-6006-60125	Temporary Agency Servic...	822.65
101-6006-60420	Operating Supplies	478.48
101-7001-60320	Travel & Training	199.10
101-7002-60183	Map/Plan Checking	1,480.00
101-7003-60420	Operating Supplies	138.04
101-7003-60432	Tools/Equipment	1,953.13
201-7003-60431	Materials/Supplies	60.38
202-3004-60123	Security & Alarm	420.00
202-3006-60123	Security & Alarm	585.00
202-3006-60691	Maintenance/Services	1,611.51
215-7004-60423	Supplies-Graffiti and Van...	25.23
215-7004-60431	Materials/Supplies	591.07
215-7004-60691	Maintenance/Services	1,220.00
221-0000-60127	AB 939 Recycling Solutions	48.75
235-0000-60186	CVAG	10,174.52
241-9101-60153	Attorney	336.00
241-9101-60320	Travel & Training	75.00
270-0000-60683	APP Maintenance	12,665.75
401-0000-20600	Retention Payable	-1,672.70
401-0000-60108	Technical	6,272.50
401-0000-60185	Design	67,114.28
401-0000-60188	Construction	273,122.66
501-0000-60674	Fuel & Oil	1,502.65
501-0000-60675	Parts, Accessories, and Up...	5,177.13
501-0000-60676	Vehicle Repair & Mainte...	2,314.21
501-0000-60679	Motorcycle Repair & Main...	2,763.61
501-0000-71031	Vehicles, Purchased	170.19
501-0000-71032	Building Leases	3,088.51
501-0000-71103	City Bldg Repl/Repair	1,523.00
502-0000-60420	Operating Supplies	306.90
502-0000-60662	Copiers	1,006.24
502-0000-61300	Telephone - Utilities	3,969.82
502-0000-61400	Cable/Internet - Utilities	514.13
	Grand Total:	678,055.33

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	315,916.66
08-020E	TRAVERTINE EXP	HOFMANN LAND/TRAVERTINE	250.00
201603D	Design Expense	La Quinta Landscape Renovation Ir	2,580.00
201709CT	Construction Expense	Ave 53 Jefferson St.Roundabout	252,189.54
201709RP	Retention Payable	Ave 53 Jefferson St.Roundabout	-12,609.48
201709T	Technical Expense	Ave 53 Jefferson St.Roundabout	6,272.50
201901D	Design Expense	Village Art Plaza Promenade & Cult	64,379.90
201923CT	Construction Expense	Washington St at Ave 50/Calle Tarr	72.36

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
202102D	Design Expense	Fritz Burns Park Improvements	154.38
202218CT	Construction Expense	SilverRock Park Venue WIFI and Ca	33,454.00
202218RP	Retention Payable	SilverRock Park Venue WIFI and Ca	-1,672.70
21-003E	THE WAVE EXP	CM WAVE DEVELOPMENT	2,380.00
2223TMICT	Construction Expense	FY22/23 Traffic Maintenance Impr	16.24
9/11E	September 11 Vigil Expense	September 11 Vigil	203.55
PILQE	Pillars of the Community Expense	Pillars of the Community	47.70
SOIL	SOI - Sphere of Influence Legal Fees	(SOI) Sphere of Influence Fiscal Stu	12,852.92
STVRE	Short Term Vacation Rental Expense	Short Term Vacation Rental Trackir	369.26
XPARKE	X Park Expenses	X Park	1,198.50
	Grand Total:	678,055.33	

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City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
UNITED WAY OF THE DESERT	209300	CONTRIBUTION	United Way Deductions	101-0000-20981	37.00
WILLDAN	209304	08/2022 - ONCALL TRAFFIC ENGINEERING ...	Contract Traffic Engineer	101-7006-60144	7,420.00
CHARTER COMMUNICATIONS ...	209245	10/05-11/04/22 - FS #32 CABLE	Cable/Internet - Utilities	101-2002-61400	10.51
CHARTER COMMUNICATIONS ...	209245	10/03-11/02/22 - FS #93 INTERNET (3514)	Cable/Internet - Utilities	101-2002-61400	99.99
CHARTER COMMUNICATIONS ...	209245	09/29-10/28/22 - FS #32 INTERNET (6491)	Cable/Internet - Utilities	101-2002-61400	99.99
AMERICAN PUBLIC WORKS AS...	209237	9/01/22-8/31/23 - APWA MEMBERSHIP D...	Membership Dues	101-7006-60351	1,618.75
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Building Permits	101-0000-42400	1,797.74
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Plumbing Permits	101-0000-42401	244.48
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Mechanical Permits	101-0000-42402	277.85
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Electrical Permits	101-0000-42403	256.76
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Grading Permits	101-0000-42408	122.71
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Building Plan Check Fees	101-0000-42600	55.58
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Building Plan Check Fees	101-0000-42600	11.11
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Building Permits	101-0000-42400	3,105.33
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Plumbing Permits	101-0000-42401	544.50
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Mechanical Permits	101-0000-42402	633.50
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Electrical Permits	101-0000-42403	246.74
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Grading Permits	101-0000-42408	33.34
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Fire Inspection Fee	101-0000-42421	66.40
DISCOVERY BUILDERS CALIFO...	209248	09/26/22 - PERMIT REFUND BRES2022-02...	Building Permits	101-0000-42400	2,899.41
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Plumbing Permits	101-0000-42401	511.17
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Mechanical Permits	101-0000-42402	411.22
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Electrical Permits	101-0000-42403	224.07
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Grading Permits	101-0000-42408	166.73
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Fire Inspection Fee	101-0000-42421	66.40
JOHN GLENN MIDDLE SCHOOL	209264	10/04/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	2,000.00
LA QUINTA HIGH SCHOOL BA...	209268	10/04/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	5,000.00
LA QUINTA YOUTH SPORTS AS...	209269	10/04/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	2,500.00
LA QUINTA HIGH SCHOOL	209267	10/04/22 - COMMUNITY SERVICE GRANT ...	Grants & Economic Developm...	101-3001-60510	500.00
ORTEGA, ANTHONY	209276	10/12/22 - LYFT RIDE REIMBURSEMENT A...	Travel & Training	101-6003-60320	118.99
ORTEGA, ANTHONY	209276	10/12/22 - LYFT RIDE REIMBURSEMENT A...	Travel & Training	101-6003-60320	84.75
HEWETT, ATSUKO YAMANE	209260	10/18/22 - TAI CHI YANG CLASS	Instructors	101-3002-60107	168.00
FRANCHISE TAX BOARD	209255	10/19/22 - PAYROLL GARNISHMENT ORD...	Garnishments Payable	101-0000-20985	2,967.72
LAGUNAS, DANA	209270	10/17-10/18/22 - TRAVEL EXPENSE REIMB...	Travel & Training	101-2002-60320	364.59
GARDAWORLD	209257	10/2022 - ARMORED SERVICE	Professional Services	101-1006-60103	303.55
LIN LINES INC	209271	10/06/22 - SHUTTLE SERVICE FOR STATE ...	Community Special Events	101-1001-60137	1,421.87
REYNOLDS, ELAINE	209281	10/10/22 - FACILITY RENTAL DEPOSIT REF...	Miscellaneous Deposits	101-0000-22830	500.00
SHIRY, TERESA	209285	10/18/22 - BALLROOM BEGINNING CLASS...	Instructors	101-3002-60107	262.50
CALI ROSINA INC	209243	10/5/22 TEA SAMPLE BAGS (350) STATE O...	Community Engagement	101-3007-60137	1,505.00
DUNN-EDWARDS CORPORATI...	209249	10/06/22 - EPOXY SUPPLIES FOR EOC	Materials/Supplies	101-3008-60431	164.42
THE SHERWIN-WILLIAMS CO.	209296	07/20/22 - SPRAY PAINT	Materials/Supplies	101-3008-60431	11.72
SMART & FINAL	209287	09/23/22 - WC OPERATING SUPPLIES	Operating Supplies	101-3002-60420	80.99
SMITH PIPE & SUPPLY CO	209288	09/27/22 - IRRIGATION PARTS FOR BEAR ...	Materials/Supplies	101-3005-60431	233.16
SHUTTERWISE, INC.	209286	10/11/22 - REPAIRS TO SPORT COMPLEX	Maintenance/Services	101-3008-60691	190.00
WHITE CAP CONSTRUCTION S...	209303	10/03/2022 - LIFTING SLINGS & SCREWS	Operating Supplies	101-7003-60420	169.05
SOCAL LIGHTING PROS	209289	07/17/22 - HOLIDAY TREE STORAGE/INST...	Community Experiences	101-3003-60149	1,546.53
ROBERTSON, ANSCHUTZ, SCH...	209283	09/01/22 - BANK RECORDS FOR WARRANT...	Special Enforcement Funds	101-2001-60175	24.00
THE SHERWIN-WILLIAMS CO.	209296	09/26/22 - PAINT FOR GRAFFITI REMOVAL	Supplies-Graffiti and Vandalism	101-3005-60423	421.95
ALPHA MEDIA LLC	209236	09/2022 - IRONMAN DIGITAL ADS	Community Experiences	101-3003-60149	2,666.67
ALPHA MEDIA LLC	209236	09/2022 - IRONMAN SPONSORSHIP RADIO...	Community Experiences	101-3003-60149	4,343.76
ALPHA MEDIA LLC	209236	09/2022 - IRONMAN DIGITAL BANNERS	Community Experiences	101-3003-60149	275.00
INTERWEST CONSULTING GR...	209263	5/30/21 ICC CERTIFIED PLANS EXAMINER ...	Plan Checks	101-6003-60118	200.00
INTERWEST CONSULTING GR...	209263	6/20/21 - PLAN CHECK ENGINEER BRES20...	Plan Checks	101-6003-60118	125.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
HIGH TECH IRRIGATION INC	209261	8/4/22 - IRRIGATION SUPPLIES FOR BEAR ...	Materials/Supplies	101-3005-60431	533.41
VINTAGE E & S INC	209302	10/08/22 - CH ELECTRICAL SVC CALL	Maintenance/Services	101-3008-60691	1,356.14
VINTAGE E & S INC	209302	10/3/22 & 10/6/22 SPORTS COMPLEX ELE...	Maintenance/Services	101-3005-60691	1,553.94
VINTAGE E & S INC	209302	10/12/22 - CH PARKING LOT ELECTRICAL S...	Maintenance/Services	101-3008-60691	660.32
INTERWEST CONSULTING GR...	209263	1/1-3/15/22 - ONCALL BUILDING & SAFETY..	Plan Checks	101-6003-60118	2,500.00
INTERWEST CONSULTING GR...	209263	1/1-4/8/22 - BUILDING & SAFETY PLAN RE...	Plan Checks	101-6003-60118	1,000.00
FEDEX	209253	09/27/22 - OVERNIGHT MAIL	Postage	101-1007-60470	8.13
FEDEX	209253	10/07/22 - OVERNIGHT MAIL	Postage	101-1007-60470	48.00
INTERWEST CONSULTING GR...	209263	5/1-6/16/22 - ONCALL BUILDING & SAFETY..	Plan Checks	101-6003-60118	300.00
INTERWEST CONSULTING GR...	209263	08/2022 - ONCALL PLAN REVIEW	Plan Checks	101-6003-60118	4,860.00
INTERWEST CONSULTING GR...	209263	08/2022 - INSPECTION SERVICES	Plan Checks	101-6003-60118	13,456.25
ESGIL CORPORATION	209252	08/2022 - ONCALL PLAN REVIEW	Plan Checks	101-6003-60118	2,100.00
GRAINGER	209258	10/04/22 - ADJUSTABLE OPERATING WRE...	Tools/Equipment	101-3008-60432	86.23
GRAINGER	209258	10/06/22 - DOOR CLOSER	Materials/Supplies	101-3008-60431	252.98
KONE INC	209266	10/01-12/31/22 - CH ELEVATOR MAINT	Maintenance/Services	101-3008-60691	656.64
INTERWEST CONSULTING GR...	209263	08/2022 - ONCALL BUILDING & SAFETY PL...	Plan Checks	101-6003-60118	17,025.00
EIDE BAILLY LLP	209250	FY20/21 & FY21/22 AUDIT SERVICES	Auditors	101-1006-60106	21,000.00
ALPHA MEDIA LLC	209236	FY 21/22 R/C LQAC RADIO ADS FROM 101...	LQ Art Event	101-3003-60512	4,103.61
ALPHA MEDIA LLC	209236	FY 21/22 R/C LQAC RADIO ADS TO 101-30...	Marketing & Tourism Promoti...	101-3007-60461	-4,103.61
PACIFIC WEST AIR CONDITION...	209277	04/20/22 - CH HVAC DIAGNOSTIC	HVAC	101-3008-60667	2,722.06
PACIFIC WEST AIR CONDITION...	209277	04/29/22 - CH HVAC MOTOR & FAN BLADE..	HVAC	101-3008-60667	1,778.06
PACIFIC WEST AIR CONDITION...	209277	04/29/22 - CH HVAC REPAIRS	HVAC	101-3008-60667	3,555.04
PACIFIC WEST AIR CONDITION...	209277	8/4/22 & 9/12/22 - CH CHILLER REPAIRS	HVAC	101-3008-60667	923.08
PACIFIC WEST AIR CONDITION...	209277	10/01/22 - CH WATER TREATMENT	HVAC	101-3008-60667	125.00
SUNLINE TRANSIT AGENCY	209293	09/2022 - SUNLINE BUS PASSES	Due to SunLine	101-0000-20305	107.50
SUNLINE TRANSIT AGENCY	209293	09/2022 - SUNLINE BUS PASSES	Miscellaneous Revenue	101-0000-42301	-5.25
ACTION PARK ALLIANCE, INC.	209235	10/01-12/31/22 - X PARK OPERATION SER...	X-Park Programming	101-3003-60190	71,347.00
OCEAN SPRINGS TECH INC	209275	10/2022 - FB POOL MONTHLY MAINTENA...	Fritz Burns Pool Maintenance	101-3005-60184	5,460.00
OCEAN SPRINGS TECH INC	209275	10/16/22 - SPLASH PAD EMERGENCY SVC ...	LQ Park Water Feature	101-3005-60554	311.25
FRONTIER COMMUNICATIONS...	209256	10/2022 - LQ PARK PHONE	Telephone - Utilities	101-3005-61300	47.97
DESERT HEART RHYTHM CON...	209247	10/02/22 - REFUND OF BUSINESS LIC LIC 7...	Over Payments, AR Policy	101-0000-20330	32.40
FERGUSON ENTERPRISES, INC	209254	09/2022 - SERVICE CHARGE	Materials/Supplies	101-3008-60431	5.50
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Sheriff Patrol	101-2001-60161	805,589.78
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Police Overtime	101-2001-60162	20,018.96
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Target Team	101-2001-60163	140,951.85
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Community Services Officer	101-2001-60164	54,790.24
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Gang Task Force	101-2001-60166	16,132.80
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Narcotics Task Force	101-2001-60167	12,099.60
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Motor Officer	101-2001-60169	133,282.80
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Dedicated Sergeants	101-2001-60170	43,664.00
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Dedicated Lieutenant	101-2001-60171	25,091.20
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Sheriff - Mileage	101-2001-60172	32,406.28
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	Special Enforcement Funds	101-2001-60175	2,507.72
TERRA NOVA PLANNING & RE...	209294	08/01-09/30/22 - THE WAVE PROJECT PL...	Developer Deposits	101-0000-22810	9,305.00
TERRA NOVA PLANNING & RE...	209294	07/01-09/30/22 - ONCALL PLANNING SERV..	Professional Services	101-6002-60103	1,820.14
Fund 101 - GENERAL FUND Total:					1,500,577.52
Fund: 201 - GAS TAX FUND					
TOPS' N BARRICADES INC	209297	10/06/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	880.44
TOPS' N BARRICADES INC	209297	10/11/22 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	85.15
MARTIN MARIETTA	209272	10/04/22 - ASPHALT	Asphalt	201-7003-60430	336.45
SOUTHWEST BOULDER & STO...	209290	09/09/22 - SAND FOR EMERGENCY SAND ...	Materials/Supplies	201-7003-60431	76.85
WHITE CAP CONSTRUCTION S...	209303	10/06/22 - EPOXY ADHESIVE & ASPHALT R...	Materials/Supplies	201-7003-60431	764.28
Fund 201 - GAS TAX FUND Total:					2,143.17
Fund: 202 - LIBRARY & MUSEUM FUND					
SMITH PIPE & SUPPLY CO	209288	08/29/22 - IRRIGATION PARTS FOR MUSE...	Maintenance/Services	202-3006-60691	360.02
SMITH PIPE & SUPPLY CO	209288	08/30/22 -RETURN IRRIGATION PARTS FO...	Maintenance/Services	202-3006-60691	-146.81
SMITH PIPE & SUPPLY CO	209288	08/30/22 - IRRIGATION PARTS FOR MUSE...	Maintenance/Services	202-3006-60691	200.64
SMITH PIPE & SUPPLY CO	209288	08/31/22 - IRRIGATION PARTS FOR MUSE...	Maintenance/Services	202-3006-60691	17.81
KONE INC	209266	10/01-12/31/22 - MUSEUM ELEVATOR MA..	Maintenance/Services	202-3006-60691	656.64

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
PACIFIC WEST AIR CONDITION...	209277	10/01/22 - LIBRARY WATER TREATMENT	HVAC	202-3004-60667	125.00
Fund 202 - LIBRARY & MUSEUM FUND Total:					1,213.30
Fund: 212 - SLESA (COPS) FUND					
RIVERSIDE COUNTY SHERIFF D...	209282	07/28-08/24/22 - BP #2 POLICE SERVICE	COPS Burglary/Theft Preventi...	212-0000-60179	2,019.76
Fund 212 - SLESA (COPS) FUND Total:					2,019.76
Fund: 215 - LIGHTING & LANDSCAPING FUND					
SPARKLETTS	209291	09/07/22 & 09/21/22 - DRINKING WATER	Operating Supplies	215-7004-60420	240.22
FRONTIER COMMUNICATIONS...	209256	10/07-11/06/22 - PHONE SVC	Electric - Utilities	215-7004-61116	117.60
FRONTIER COMMUNICATIONS...	209256	10/10-11/09/22 - PHONE SVC	Electric - Utilities	215-7004-61116	41.31
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					399.13
Fund: 221 - AB 939 - CALRECYCLE FUND					
ALPHA MEDIA LLC	209236	09/2022 - RECYCLE RADIO ADS 93.7 KCLB	AB 939 Recycling Solutions	221-0000-60127	1,717.65
ALPHA MEDIA LLC	209236	09/2022 - RECYCLE RADIO ADS MIX 100.5	AB 939 Recycling Solutions	221-0000-60127	1,719.30
BURRTEC WASTE & RECYCLING..	209241	09/2022 - AB939 ORGANIC PROGRAM	AB 939 Recycling Solutions	221-0000-60127	6,609.14
Fund 221 - AB 939 - CALRECYCLE FUND Total:					10,046.09
Fund: 241 - HOUSING AUTHORITY					
CAHA, BECKY	209242	09/2022 - HOUSING CONSULTANT SERVIC...	Professional Services	241-9101-60103	5,600.00
Fund 241 - HOUSING AUTHORITY Total:					5,600.00
Fund: 250 - TRANSPORTATION DIF FUND					
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Developer Fees	250-0000-43200	4,009.00
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Developer Fees	250-0000-43200	4,009.00
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Developer Fees	250-0000-43200	4,009.00
Fund 250 - TRANSPORTATION DIF FUND Total:					12,027.00
Fund: 251 - PARKS & REC DIF FUND					
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Developer Fees	251-0000-43200	2,106.00
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Developer Fees	251-0000-43200	2,106.00
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Developer Fees	251-0000-43200	2,106.00
Fund 251 - PARKS & REC DIF FUND Total:					6,318.00
Fund: 252 - CIVIC CENTER DIF FUND					
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Developer Fees	252-0000-43200	1,230.00
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Developer Fees	252-0000-43200	1,230.00
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Developer Fees	252-0000-43200	1,230.00
Fund 252 - CIVIC CENTER DIF FUND Total:					3,690.00
Fund: 253 - LIBRARY DEVELOPMENT DIF					
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Developer Fees	253-0000-43200	397.00
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Developer Fees	253-0000-43200	397.00
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Developer Fees	253-0000-43200	397.00
Fund 253 - LIBRARY DEVELOPMENT DIF Total:					1,191.00
Fund: 254 - COMMUNITY & CULTURAL CENTERS DIF					
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Developer Fees	254-0000-43200	956.00
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Developer Fees	254-0000-43200	956.00
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Developer Fees	254-0000-43200	956.00
Fund 254 - COMMUNITY & CULTURAL CENTERS DIF Total:					2,868.00
Fund: 257 - FIRE PROTECTION DIF					
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Developer Fees	257-0000-43200	369.00
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Developer Fees	257-0000-43200	369.00
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Developer Fees	257-0000-43200	369.00
Fund 257 - FIRE PROTECTION DIF Total:					1,107.00
Fund: 259 - MAINTENANCE FACILITIES DIF FUND					
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	Developer Fees	259-0000-43200	313.00
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	Developer Fees	259-0000-43200	313.00
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	Developer Fees	259-0000-43200	313.00
Fund 259 - MAINTENANCE FACILITIES DIF FUND Total:					939.00
Fund: 270 - ART IN PUBLIC PLACES FUND					
NATIONAL MORTGAGE AND L...	209274	09/21/22 - PERMIT REFUND BRES2022-01...	APP Fees	270-0000-43201	94.73
DISCOVERY BUILDERS CALIFO...	209248	09/22/22 - PERMIT REFUND BRES2021-08...	APP Fees	270-0000-43201	1,046.56

Demand Register

Packet: APPKT03291 - 10/21/22 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
DISCOVERY BUILDERS CALIFO...	209248	10/04/22 - PERMIT REFUND BRES2022-02...	APP Fees	270-0000-43201	895.06
Fund 270 - ART IN PUBLIC PLACES FUND Total:					2,036.35
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
COACHELLA VALLEY WATER DI...	209246	9/9/22 DUNE PALMS RD BRIDGE/WATER ...	Construction	401-0000-60188	60,000.00
JTB SUPPLY CO., INC.	209265	09/29/22 - INDICATION LIGHT FOR ADAMS...	Construction	401-0000-60188	334.50
ST. FRANCIS ELECTRIC, LLC	209292	09/2022 - ONCALL TRAFFIC SIGNAL MAIN...	Construction	401-0000-60188	1,104.00
GREAT WESTERN RECREATION,...	209259	ULTRASITE SURCHARGE	Construction	401-0000-60188	1,964.16
GREAT WESTERN RECREATION,...	209259	8 ULTRASITE - 36 GALLON JACKSON RECEP...	Construction	401-0000-60188	5,952.00
GREAT WESTERN RECREATION,...	209259	DISCOUNT	Construction	401-0000-60188	-595.20
GREAT WESTERN RECREATION,...	209259	TAXES	Construction	401-0000-60188	1,161.38
GREAT WESTERN RECREATION,...	209259	FREIGHT	Construction	401-0000-60188	3,030.00
GREAT WESTERN RECREATION,...	209259	8- ULTRASITE- 36 GALLON JACKSON RECE...	Construction	401-0000-60188	5,952.00
PLANIT REPROGRAPHICS SYST...	209278	10/10/22 - BLACKHAWK WAY SCHOOL CR...	Construction	401-0000-60188	101.92
PLANIT REPROGRAPHICS SYST...	209278	10/12/22 - MOON RIVER DR PAVEMENT R...	Construction	401-0000-60188	98.89
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					79,103.65
Fund: 501 - FACILITY & FLEET REPLACEMENT					
REYES, ARMANDO TORIBIO	209280	10/10/22 - TRAFFIC CONE HOLDER FOR ST...	Parts, Accessories, and Upfits	501-0000-60675	1,957.50
AMERICAN TIRE DEPOT	209238	10/10/22 - TIRES FOR TRUCK #33 VIN 113...	Vehicle Repair & Maintenance	501-0000-60676	951.83
PLAZA TOWING	209279	10/12/22 - TOW 19 CHEVY EQUINOX VIN ...	Vehicle Repair & Maintenance	501-0000-60676	375.00
HWY 111 LA QUINTA CAR WA...	209262	09/2022 - CAR WASH SERVICE	Vehicle Repair & Maintenance	501-0000-60676	24.00
AUTOZONE	209239	08/12/22 - A/C COMPRESSOR CORE RETU...	Parts, Accessories, and Upfits	501-0000-60675	-27.19
AUTOZONE	209239	09/02/22 - TRUCK BATTERY & WIRING	Parts, Accessories, and Upfits	501-0000-60675	219.86
AUTOZONE	209239	09/02/22 - BATTERY CREDIT	Parts, Accessories, and Upfits	501-0000-60675	-102.97
BMW MOTORCYCLES OF RIVE...	209240	10/13/22 - MOTORCYCLE REPAIRS A1047	Motorcycle Repair & Mainten...	501-0000-60679	467.16
PLANIT REPROGRAPHICS SYST...	209278	10/10/22 - VEHICLE DECALS	Parts, Accessories, and Upfits	501-0000-60675	174.56
S&D CARWASH MANAGEMENT..	209284	10/2022 - CAR WASH MEMEBRSHIP	Vehicle Repair & Maintenance	501-0000-60676	859.57
ENTERPRISE FM TRUST	209251	09/2022 - FLEET LEASE	Vehicles, Rentals & Leases	501-0000-71030	11,681.33
ENTERPRISE FM TRUST	209251	10/2022 - FLEET LEASE	Vehicles, Rentals & Leases	501-0000-71030	2,867.21
THE GAS COMPANY	209295	09/2022 - SWEEPER FUEL	Street Sweeper	501-0000-60678	13.00
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					19,460.86
Fund: 502 - INFORMATION TECHNOLOGY					
CHARTER COMMUNICATIONS ...	209245	10/2022 - CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	175.64
TYLER TECHNOLOGIES	209299	6/26-7/1/22 - TRAVEL EXPENSES	Software Implementation/Enh...	502-0000-71049	2,737.69
TYLER TECHNOLOGIES	209299	6/26-7/21/22 - SOFTWARE SERVICES	Software Implementation/Enh...	502-0000-71049	10,267.50
TRITON TECHNOLOGY SOLUTI...	209298	10/10/22 - CHAMBER AV EQUIPMENT UP...	Machinery & Equipment	502-0000-80100	18,910.54
CANON FINANCIAL SERVICES, ...	209244	10/2022 CITY PRINTERS 09/2022 METER U...	Copiers	502-0000-60662	2,573.44
VERIZON WIRELESS	209301	09/02-10/01/2022 - BACKUP SERVER (218...	Cable/Internet - Utilities	502-0000-61400	66.17
VERIZON WIRELESS	209301	09/02-10/01/22 - CITY IPADS (5587)	Cell/Mobile Phones	502-0000-61301	1,153.22
VERIZON WIRELESS	209301	09/02-10/01/22 - CITY CELL SVC (5496)	Cell/Mobile Phones	502-0000-61301	3,183.36
MICROSOFT CORPORATION	209273	09/10-10/09/22 - MS AZURE ONLINE SVCS	Software Licenses	502-0000-60301	766.09
FRONTIER COMMUNICATIONS...	209256	10/04-11/03/22 - DSL SVC	Cable/Internet - Utilities	502-0000-61400	335.29
Fund 502 - INFORMATION TECHNOLOGY Total:					40,168.94
Fund: 601 - SILVERROCK RESORT					
GARDAWORLD	209257	10/2022 - SRR ARMORED SERVICE	Bank Fees	601-0000-60455	775.70
Fund 601 - SILVERROCK RESORT Total:					775.70
Grand Total:					1,691,684.47

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	1,500,577.52
201 - GAS TAX FUND	2,143.17
202 - LIBRARY & MUSEUM FUND	1,213.30
212 - SLESA (COPS) FUND	2,019.76
215 - LIGHTING & LANDSCAPING FUND	399.13
221 - AB 939 - CALRECYCLE FUND	10,046.09
241 - HOUSING AUTHORITY	5,600.00
250 - TRANSPORTATION DIF FUND	12,027.00
251 - PARKS & REC DIF FUND	6,318.00
252 - CIVIC CENTER DIF FUND	3,690.00
253 - LIBRARY DEVELOPMENT DIF	1,191.00
254 - COMMUNITY & CULTURAL CENTERS DIF	2,868.00
257 - FIRE PROTECTION DIF	1,107.00
259 - MAINTENANCE FACILITIES DIF FUND	939.00
270 - ART IN PUBLIC PLACES FUND	2,036.35
401 - CAPITAL IMPROVEMENT PROGRAMS	79,103.65
501 - FACILITY & FLEET REPLACEMENT	19,460.86
502 - INFORMATION TECHNOLOGY	40,168.94
601 - SILVERROCK RESORT	775.70
Grand Total:	1,691,684.47

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20305	Due to SunLine	107.50
101-0000-20330	Over Payments, AR Policy	32.40
101-0000-20981	United Way Deductions	37.00
101-0000-20985	Garnishments Payable	2,967.72
101-0000-22810	Developer Deposits	9,305.00
101-0000-22830	Miscellaneous Deposits	500.00
101-0000-42301	Miscellaneous Revenue	-5.25
101-0000-42400	Building Permits	7,802.48
101-0000-42401	Plumbing Permits	1,300.15
101-0000-42402	Mechanical Permits	1,322.57
101-0000-42403	Electrical Permits	727.57
101-0000-42408	Grading Permits	322.78
101-0000-42421	Fire Inspection Fee	132.80
101-0000-42600	Building Plan Check Fees	66.69
101-1001-60137	Community Special Events	1,421.87
101-1006-60103	Professional Services	303.55
101-1006-60106	Auditors	21,000.00
101-1007-60470	Postage	56.13
101-2001-60161	Sheriff Patrol	805,589.78
101-2001-60162	Police Overtime	20,018.96
101-2001-60163	Target Team	140,951.85
101-2001-60164	Community Services Offic...	54,790.24
101-2001-60166	Gang Task Force	16,132.80
101-2001-60167	Narcotics Task Force	12,099.60
101-2001-60169	Motor Officer	133,282.80
101-2001-60170	Dedicated Sergeants	43,664.00
101-2001-60171	Dedicated Lieutenant	25,091.20
101-2001-60172	Sheriff - Mileage	32,406.28
101-2001-60175	Special Enforcement Funds	2,531.72
101-2002-60320	Travel & Training	364.59
101-2002-61400	Cable/Internet - Utilities	210.49
101-3001-60510	Grants & Economic Devel...	10,000.00
101-3002-60107	Instructors	430.50
101-3002-60420	Operating Supplies	80.99
101-3003-60149	Community Experiences	8,831.96
101-3003-60190	X-Park Programming	71,347.00

Account Summary

Account Number	Account Name	Expense Amount
101-3003-60512	LQ Art Event	4,103.61
101-3005-60184	Fritz Burns Pool Maintena...	5,460.00
101-3005-60423	Supplies-Graffiti and Van...	421.95
101-3005-60431	Materials/Supplies	766.57
101-3005-60554	LQ Park Water Feature	311.25
101-3005-60691	Maintenance/Services	1,553.94
101-3005-61300	Telephone - Utilities	47.97
101-3007-60137	Community Engagement	1,505.00
101-3007-60461	Marketing & Tourism Pro...	-4,103.61
101-3008-60431	Materials/Supplies	434.62
101-3008-60432	Tools/Equipment	86.23
101-3008-60667	HVAC	9,103.24
101-3008-60691	Maintenance/Services	2,863.10
101-6002-60103	Professional Services	1,820.14
101-6003-60118	Plan Checks	41,566.25
101-6003-60320	Travel & Training	203.74
101-7003-60420	Operating Supplies	169.05
101-7006-60144	Contract Traffic Engineer	7,420.00
101-7006-60351	Membership Dues	1,618.75
201-7003-60429	Traffic Control Signs	965.59
201-7003-60430	Asphalt	336.45
201-7003-60431	Materials/Supplies	841.13
202-3004-60667	HVAC	125.00
202-3006-60691	Maintenance/Services	1,088.30
212-0000-60179	COPS Burglary/Theft Prev...	2,019.76
215-7004-60420	Operating Supplies	240.22
215-7004-61116	Electric - Utilities	158.91
221-0000-60127	AB 939 Recycling Solutions	10,046.09
241-9101-60103	Professional Services	5,600.00
250-0000-43200	Developer Fees	12,027.00
251-0000-43200	Developer Fees	6,318.00
252-0000-43200	Developer Fees	3,690.00
253-0000-43200	Developer Fees	1,191.00
254-0000-43200	Developer Fees	2,868.00
257-0000-43200	Developer Fees	1,107.00
259-0000-43200	Developer Fees	939.00
270-0000-43201	APP Fees	2,036.35
401-0000-60188	Construction	79,103.65
501-0000-60675	Parts, Accessories, and Up...	2,221.76
501-0000-60676	Vehicle Repair & Mainte...	2,210.40
501-0000-60678	Street Sweeper	13.00
501-0000-60679	Motorcycle Repair & Main...	467.16
501-0000-71030	Vehicles, Rentals & Leases	14,548.54
502-0000-60301	Software Licenses	766.09
502-0000-60662	Copiers	2,573.44
502-0000-61301	Cell/Mobile Phones	4,336.58
502-0000-61400	Cable/Internet - Utilities	577.10
502-0000-71049	Software Implementation...	13,005.19
502-0000-80100	Machinery & Equipment	18,910.54
601-0000-60455	Bank Fees	775.70
	Grand Total:	1,691,684.47

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	1,591,503.99
111205CT	Construction Expense	Dune Palms Bridge Imp/BRLKS-543	60,000.00
201603CT	Construction Expense	La Quinta Landscape Renovation Ir	17,464.34
202210CT	Construction Expense	Moon River Drive Pavement Rehat	98.89

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
202222CT	Construction Expense	Blackhawk Way School Crossing	101.92
21-003E	THE WAVE EXP	CM WAVE DEVELOPMENT	9,305.00
2223TMICT	Construction Expense	FY22/23 Traffic Maintenance Impr	1,438.50
BDAYE	City Picnic & Birthday Celebration Ex...	City Picnic & Birthday Celebration	2,926.87
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	13.00
IRONE	Ironman Expense	Ironman Event	7,285.43
LQACE	La Quinta Art Celebration - Expense	La Quinta Art Celebration	0.00
TREEE	Tree Lighting Ceremony Expense	Tree Lighting Ceremony	1,546.53
	Grand Total:	1,691,684.47	

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City of La Quinta

Bank Transactions 10/10 – 10/21/2022

Wire Transaction

Listed below are the wire transfers from 10/10 – 10/21/2022.

Wire Transfers:

10/11/2022 - WIRE TRANSFER - LANDMARK	\$210,985.33
10/17/2022 - WIRE TRANSFER - CALPERS	\$5,202.78
10/17/2022 - WIRE TRANSFER - CALPERS	\$15,105.19
10/17/2022 - WIRE TRANSFER - CALPERS	\$23,786.48
10/18/2022 - WIRE TRANSFER - STERLING HEALTH	\$1,325.30
10/21/2022 - WIRE TRANSFER - COLONIAL LIFE	\$5,329.64
10/21/2022 - WIRE TRANSFER - COLONIAL LIFE	\$5,865.80
10/21/2022 - WIRE TRANSFER - LANDMARK	\$230,786.25
10/21/2022 - WIRE TRANSFER - J&H ASSET PROPERTY MANAGEMENT	\$49,740.12
TOTAL WIRE TRANSFERS OUT	<u>\$548,126.89</u>

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City of La Quinta

CITY COUNCIL MEETING: November 1, 2022

STAFF REPORT

AGENDA TITLE: RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED AUGUST 31, 2022

RECOMMENDATION

Receive and file revenue and expenditure report dated August 31, 2022.

EXECUTIVE SUMMARY

- The report summarizes the City's year-to-date (YTD) revenues and period expenditures for August 2022 (Attachment 1).
- These reports are also reviewed by the Finance 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 2022 for fiscal year 2022/23.

Current Total Budget – represents original adopted budgets plus any Council approved budget amendments from throughout the year. The 2021/22 operating and Capital Improvement Project carryovers to 2022/23 will be processed after the year-end audit is completed.

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.

August Revenues				Comparison to Last Year	
	YTD		Percent of Budget	YTD	
				Percent of Budget	
General Fund (GF)	\$ 1,585,611	\$ 1,989,216	2.91%	\$ 2,169,783	3.69%
All Funds	\$ 2,036,529	\$ 3,381,548	3.18%	\$ 3,999,605	4.46%

August Expenditures				Comparison to Last Year	
	YTD		Percent of Budget	YTD	
				Percent of Budget	
General Fund	\$ 2,493,925	\$ 3,105,897	4.80%	\$ 2,775,342	5.03%
Payroll (GF)	\$ 1,964,518	\$ 2,323,483	16.84%	\$ 2,079,960	18.36%
All Funds	\$ 4,107,514	\$ 6,785,170	6.59%	\$ 5,181,848	5.99%

Top Five Revenue/Income Sources for August			
General Fund		Non-General Fund	
Transient Occupancy (Hotel) Tax	\$ 495,819	Allocated Interest	\$ 209,784
Mitigation Fees	\$ 493,930	Developer Impact Fees- Transportation	\$ 140,315
Building Plan Check Fees	\$ 85,239	SilverRock Green Fees	\$ 96,934
Building Permits	\$ 82,418	Gas Tax	\$ 89,209
STVR Registration Fees	\$ 78,000	Housing Authority Rent Revenue	\$ 87,654

Top Five Expenditures/Outlays for August			
General Fund		Non-General Fund	
X-Park Programming July-Sept.	\$ 71,347	Capital Improvement Program (CIP) - Construction ⁽³⁾	\$ 590,522
Membership Dues ⁽¹⁾	\$ 62,039	SilverRock Maintenance	\$ 181,398
Sheriff - Other ⁽²⁾	\$ 41,247	Software Licenses ⁽⁴⁾	\$ 81,509
Parks Maintenance/Services	\$ 31,568	Purchased Vehicles	\$ 71,370
Water Utilities	\$ 26,300	Information Technology Management Services	\$ 54,433

⁽¹⁾Coachella Valley Association of Governments (CVAG)
⁽²⁾Annual fees for Cal-ID Bureau
⁽³⁾Jefferson/Avenue 53 roundabout; parkway landscape renovation (Topaz); traffic signal equipment
⁽⁴⁾Trak-It permitting and business license software

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 August 31, 2022

Revenue Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	68,321,100	68,321,100	1,585,611	1,989,216	-66,331,884	2.91%
201 - GAS TAX FUND	2,691,011	2,691,011	89,209	89,209	-2,601,802	3.32%
202 - LIBRARY & MUSEUM FUND	2,867,000	2,867,000	310	416	-2,866,584	0.01%
203 - PUBLIC SAFETY FUND (MEASU	2,000	2,000	0	0	-2,000	0.00%
210 - FEDERAL ASSISTANCE FUND	156,000	156,000	0	0	-156,000	0.00%
212 - SLESA (COPS) FUND	101,000	101,000	0	0	-101,000	0.00%
215 - LIGHTING & LANDSCAPING FU	2,483,300	2,483,300	0	0	-2,483,300	0.00%
220 - QUIMBY FUND	25,000	25,000	0	0	-25,000	0.00%
221 - AB 939 - CALRECYCLE FUND	64,000	64,000	3,204	3,204	-60,796	5.01%
223 - MEASURE A FUND	1,875,000	1,875,000	0	0	-1,875,000	0.00%
226 - EMERGENCY MANAGEMENT F	12,100	12,100	0	0	-12,100	0.00%
227 - STATE HOMELAND SECURITY F	5,000	5,000	0	0	-5,000	0.00%
230 - CASp FUND, AB 1379	20,200	20,200	1,472	2,812	-17,388	13.92%
231 - SUCCESSOR AGCY PA 1 RORF	0	0	0	0	0	0.00%
235 - SO COAST AIR QUALITY FUND	54,400	54,400	0	0	-54,400	0.00%
241 - HOUSING AUTHORITY	1,451,500	1,451,500	0	87,654	-1,363,846	6.04%
243 - RDA LOW-MOD HOUSING FUN	20,000	20,000	0	0	-20,000	0.00%
247 - ECONOMIC DEVELOPMENT FL	15,000	15,000	0	0	-15,000	0.00%
249 - SA 2011 LOW/MOD BOND FUI	25,000	25,000	0	0	-25,000	0.00%
250 - TRANSPORTATION DIF FUND	1,020,000	1,020,000	140,315	269,418	-750,582	26.41%
251 - PARKS & REC DIF FUND	501,000	501,000	73,710	134,784	-366,216	26.90%
252 - CIVIC CENTER DIF FUND	301,000	301,000	43,050	79,804	-221,196	26.51%
253 - LIBRARY DEVELOPMENT DIF	75,000	75,000	13,895	25,408	-49,592	33.88%
254 - COMMUNITY & CULTURAL CEI	152,000	152,000	33,460	61,184	-90,816	40.25%
255 - STREET FACILITY DIF FUND	10,000	10,000	0	0	-10,000	0.00%
257 - FIRE PROTECTION DIF	101,000	101,000	12,915	23,912	-77,088	23.68%
259 - MAINTENANCE FACILITIES DIF	75,500	75,500	10,955	20,766	-54,734	27.50%
270 - ART IN PUBLIC PLACES FUND	153,000	153,000	5,500	9,644	-143,356	6.30%
275 - LQ PUBLIC SAFETY OFFICER	2,200	2,200	0	0	-2,200	0.00%
299 - INTEREST ALLOCATION FUND	0	0	209,784	291,353	291,353	0.00%
310 - LQ FINANCE AUTHORITY DEBT	1,100	1,100	0	0	-1,100	0.00%
401 - CAPITAL IMPROVEMENT PROC	13,136,811	13,136,811	0	0	-13,136,811	0.00%
405 - SA PA 1 CAPITAL IMPRV FUND	1,000	1,000	0	0	-1,000	0.00%
501 - FACILITY & FLEET REPLACEMEI	1,685,000	1,685,000	0	0	-1,685,000	0.00%
502 - INFORMATION TECHNOLOGY	2,256,708	2,256,708	2,295	4,425	-2,252,283	0.20%
503 - PARK EQUIP & FACILITY FUND	470,000	470,000	0	0	-470,000	0.00%
504 - INSURANCE FUND	1,020,400	1,020,400	0	0	-1,020,400	0.00%
601 - SILVERROCK RESORT	4,865,453	4,865,453	108,724	209,327	-4,656,126	4.30%
602 - SILVERROCK GOLF RESERVE	79,000	79,000	0	0	-79,000	0.00%
760 - SUPPLEMENTAL PENSION PLA	5,500	5,500	0	0	-5,500	0.00%
761 - CERBT OPEB TRUST	10,000	10,000	0	0	-10,000	0.00%
762 - PARS PENSION TRUST	100,000	100,000	-297,880	79,014	-20,986	79.01%
Report Total:	106,210,283	106,210,283	2,036,529	3,381,548	-102,828,735	3.18%

Expenditure Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	64,651,274	64,651,274	2,493,925	3,105,897	61,545,377	4.80%
201 - GAS TAX FUND	2,687,351	2,687,351	56,201	85,150	2,602,201	3.17%
202 - LIBRARY & MUSEUM FUND	1,909,146	1,909,146	38,255	44,978	1,864,168	2.36%
210 - FEDERAL ASSISTANCE FUND	152,600	152,600	0	0	152,600	0.00%
212 - SLESA (COPS) FUND	100,000	100,000	0	0	100,000	0.00%
215 - LIGHTING & LANDSCAPING FU	2,465,376	2,465,376	75,690	165,577	2,299,799	6.72%
221 - AB 939 - CALRECYCLE FUND	150,000	150,000	22,297	22,297	127,703	14.86%
223 - MEASURE A FUND	3,882,000	3,882,000	33,703	33,703	3,848,297	0.87%
226 - EMERGENCY MANAGEMENT F	12,000	12,000	9,750	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	5,500	5,500	0	0	5,500	0.00%
235 - SO COAST AIR QUALITY FUND	46,500	46,500	766	766	45,734	1.65%
237 - SUCCESSOR AGCY PA 1 ADMIN	0	0	0	1,600	-1,600	0.00%
241 - HOUSING AUTHORITY	1,712,670	1,712,670	31,416	101,128	1,611,542	5.90%
243 - RDA LOW-MOD HOUSING FUN	250,000	250,000	50,000	250,000	0	100.00%
244 - HOUSING GRANTS (Multiple)	0	0	0	96,157	-96,157	0.00%
247 - ECONOMIC DEVELOPMENT FL	21,500	21,500	0	0	21,500	0.00%
249 - SA 2011 LOW/MOD BOND FUI	20,000	20,000	0	0	20,000	0.00%
250 - TRANSPORTATION DIF FUND	500,000	500,000	0	0	500,000	0.00%
251 - PARKS & REC DIF FUND	500,000	500,000	0	0	500,000	0.00%
252 - CIVIC CENTER DIF FUND	250,000	250,000	0	0	250,000	0.00%
253 - LIBRARY DEVELOPMENT DIF	15,000	15,000	0	0	15,000	0.00%
270 - ART IN PUBLIC PLACES FUND	177,000	177,000	12,666	12,666	164,334	7.16%
310 - LQ FINANCE AUTHORITY DEBT	1,100	1,100	0	0	1,100	0.00%
401 - CAPITAL IMPROVEMENT PROC	13,136,811	13,136,811	628,039	663,548	12,473,263	5.05%
501 - FACILITY & FLEET REPLACEMEI	1,608,750	1,608,750	134,588	262,799	1,345,951	16.34%
502 - INFORMATION TECHNOLOGY	2,258,054	2,258,054	157,552	476,824	1,781,230	21.12%
503 - PARK EQUIP & FACILITY FUND	545,000	545,000	275	275	544,725	0.05%
504 - INSURANCE FUND	984,100	984,100	254	890,612	93,488	90.50%
601 - SILVERROCK RESORT	4,782,135	4,782,135	357,478	539,438	4,242,697	11.28%
760 - SUPPLEMENTAL PENSION PLA	12,850	12,850	0	12,833	17	99.87%
761 - CERBT OPEB TRUST	1,500	1,500	0	0	1,500	0.00%
762 - PARS PENSION TRUST	55,000	55,000	4,658	9,173	45,827	16.68%
Report Total:	102,898,217	102,898,217	4,107,514	6,785,170	96,113,047	6.59%

[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: November 1, 2022

STAFF REPORT

AGENDA TITLE: INTRODUCE AN ORDINANCE AT FIRST READING TO AMEND TITLE 8 OF THE LA QUINTA MUNICIPAL CODE AND ADOPT THE 2022 CALIFORNIA BUILDING STANDARDS CODE WITH LOCAL AMENDMENTS

RECOMMENDATION

- Move to take up Ordinance No. ____ by title and number only and waive further reading.
- Move to introduce at first reading, Ordinance No. ____, revising Municipal Code Title 8 relating to the adoption of the 2022 California Building Standards Code with local amendments.

EXECUTIVE SUMMARY

- The California Building Standards Commission (CBSC) recently adopted the 2022 California Building Standards Code (Attachment 1).
- Coinciding with the Commission’s Triennial Adoption Schedule, staff has recommended local amendments to be implemented into these building codes.
- This Ordinance adopts the updated code with recommended local amendments.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

The CBSC is responsible for overseeing the adoption, approval and publication of the California Building Standards Code, Title 24 of the California Code of Regulations. Title 24 is published by CBSC and contains building standards divided into 13 “parts” that apply to all building occupancies throughout the state. Title 24 is published in its entirety every three years and applies automatically on January 1st of the coinciding triennial code adoption cycle.

An adoption ordinance is required by local government to adopt more restrictive requirements as reasonably necessary because of local climatic, geological, or

topographical conditions. The City of La Quinta Building Official and the Riverside County Fire Marshal have recommended changes and modifications be made to the 2022 California Building Standards Code and have advised that certain of said changes are reasonably necessary due to local conditions. A summary of the recommended amendments is attached (Attachment 2).

If approved, this Ordinance will adopt the State-Mandated Code with the City's local amendments encompassing, but not limited to, the following:

- Reduction in size of non-sprinklered buildings;
- Requirement for increased fire classification of roofing assemblies;
- Limitation in the use of aluminum wiring in electrical installations;
- Permitting only underground electrical service installations in New Construction;
- Fire command center in F-1 & S-1 occupancies at only 300,000 SF; and
- Public display firework application 21-day submittal requirement prior to the event.

ALTERNATIVES

If no action is taken, the 2022 California Building Standards Code will take effect on January 1, 2023, without local amendments as recommend by the City Building Official and the Riverside County Fire Marshal. Therefore, staff does not recommend an alternative.

Prepared by: AJ Ortega, Building Official

Approved by: Danny Castro, Design and Development Director

Attachments: 1. Summary of 2022 CBSC updates
2. Summary of proposed local amendments

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING TITLE 8 OF THE LA QUINTA MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2022 CALIFORNIA BUILDING STANDARDS CODE AND CERTAIN SPECIFIED APPENDICES THEREOF, INCLUDING THE 2022 CALIFORNIA ADMINISTRATIVE CODE; 2022 CALIFORNIA BUILDING CODE; 2022 CALIFORNIA RESIDENTIAL CODE; 2022 CALIFORNIA ELECTRICAL CODE; 2022 MECHANICAL CODE; 2022 CALIFORNIA PLUMBING CODE; 2022 CALIFORNIA ENERGY CODE; 2022 CALIFORNIA HISTORICAL BUILDING CODE; 2022 CALIFORNIA FIRE CODE; 2022 CALIFORNIA EXISTING BUILDING CODE; 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE; AND 2022 CALIFORNIA REFERENCED STANDARDS CODE, AND MAKING FINDINGS OF LOCAL CONDITIONS WITHIN THE CITY OF LA QUINTA WHICH MAKE CERTAIN AMENDMENTS TO THE CALIFORNIA BUILDINGS STANDARDS CODE REASONABLY NECESSARY

WHEREAS, California Health & Safety Code Section 17958 and 18941.5 mandates that the City of La Quinta adopt ordinances or regulations imposing the requirements of certain uniform industry codes adopted by the State pursuant to Health & Safety Code Section 17922; and

WHEREAS, the State of California has adopted the 2022 editions of the California Administrative Code, California Building Code, the California Residential Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the California Energy Code, the California Historical Building Code, the California Fire Code, the California Existing Building Code, the California Green Building Standards Code, and the California Referenced Standards Code, known collectively as the California Building Standards Code, and comprising Title 24 of the California Code of Regulations; and

WHEREAS, the California Building Standards Code establishes minimum standards to regulate the construction of buildings throughout the State; and

WHEREAS, California Health & Safety Code Section 17958.5 permits the City of La Quinta to make such changes and modifications to the California Building Standards Code as are reasonably necessary because of local conditions; and

WHEREAS, the Building Official, the Design and Development Director, and the Riverside County Fire Marshal have recommended that changes and modifications be made to the California Building Standards Code and have advised that certain of said changes are reasonably necessary due to local conditions in the City of La Quinta and have further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the California Building Standards Code or are reasonably necessary to safeguard life and property within the City of La Quinta.

NOW, THEREFORE, the City Council of the City of La Quinta finds and determines, pursuant to the requirements of Health & Safety Code Section 17958.7 and 18941.5, that there is a need to adopt the changes or modifications to the California Building Standards Code because of local climatic, topographical, and geological conditions, and does ordain as follows:

SECTION 1. Changes and modifications to the California Building Standards Code adopted by the City of La Quinta, as recommended by the Building Official, the Design and Development Director, and the Riverside County Fire Marshal are hereby found to be reasonably necessary due to the following general findings of local conditions:

- I. Climatic Conditions:
 - A. La Quinta has an arid desert climate with rainfall averaging just over three inches annually, reducing the moisture content of combustible materials. Frequent periods of drought and low humidity contribute to the probability of a year-round fire season.
 - B. For nearly four months each year, average daily high temperatures in La Quinta reach 100 degrees or higher, reducing the amount of added heat required to bring combustible materials to their ignition point.
 - C. La Quinta is subject to hot, dry winds that further dry combustible materials, adding to the intensity of fires and their potential to spread rapidly. During the summer months the dry winds and existing vegetation mix to create a hazardous fuel condition which has resulted in large loss in vegetation and structure fires. Severe

“Santa Ana” winds frequently occur and can move a fire quickly throughout areas of the City. Multiple shifting wind patterns throughout the canyon areas add to the difficulty in suppressing fires.

- D. High winds cause failures of electrical supply and telephone communication, reducing the reliability of water supply pumps and timely emergency notification.
- E. Because of weather patterns, water is a scarce commodity in desert environments, and La Quinta and its neighboring areas draw more water from the underground aquifer than is replenished naturally. As a result, the area is dependent upon imported water to reduce the effects of overdrafting from the aquifer. Limited storage capacities, high consumption, and droughts reduce the dependability of future water allocations. Scarcity of water necessitates reducing the need for large volumes of water for firefighting efforts by early suppression through the installation of fire sprinklers in buildings that would otherwise be exempt from sprinkler requirements.
- F. Under desert conditions, aluminum wiring is more likely than copper to fail mechanically. Aluminum is more reactive than copper to ambient temperature changes as well normal heating produced from the flow of electricity. It expands and contracts when subjected to heating and cooling, respectively, more so than does copper. Compared to copper, its lower electrical conductivity generates more heat. Aluminum is also more brittle than copper and is more likely to break or crimp. Arcing can occur if a wire breaks or crimps, causing very high temperatures inside concealed building spaces. Aluminum is more likely to corrode (i.e., oxidize) than copper. When excessive corrosion occurs it increases the resistance in the circuit and causes overheating. All of these mechanisms of failure increase the risks of fire associated with the use of aluminum wire.

II. Topographical Conditions:

- A. La Quinta is separated from Los Angeles to the west and Phoenix to the east by mountainous terrain, isolating it from media broadcasts of news and emergency information originating from major metropolitan areas.
- B. Much of La Quinta, particularly the southern portion, is situated in alluvial fans, surrounded by mountains, isolating it from media

broadcasts of news and emergency information originating from within the Coachella Valley.

- C. Major roadways, highways, and flood control channels create barriers that increase Fire Department response times. Undulating terrain incorporated into large country clubs also increases these response times.
- D. Streets designed for limited residential traffic and streets designed as storm drains impede emergency vehicle access and evacuation routes.

III. Geological Conditions:

- A. La Quinta is situated in near several significant sources capable of producing moderate to large earthquakes, including the San Andreas, Garnet Hill, Banning, Eureka Peak, Burnt Mountain, Pinto Mountain, San Gorgonio Pass, and San Jacinto Faults.
- B. Faults near La Quinta are capable of producing earthquakes of Magnitude 7.8 or greater, accompanied by intense shaking, liquefaction, and permanent ground displacement, increasing the risk of property damage, or personal injury or death, caused by the failure of structures, necessitating the permitting and inspection of structures that would otherwise be exempt from permit requirements.
- C. Seismic activity within the area occurs yearly. As a result, existing structures and planned new development are subject to serious risks, including fire and collapse, disruption of the water supply for firefighting purposes, and isolation from emergency response as a result of bridge, overpass, and road damage and debris.
- D. Severe ground shaking during a seismic event increases the probability that above-ground structures will fail. The inherent danger to the public is increased when power lines are installed above ground because of the danger from falling or fallen power poles and the possibility of contacting live power lines.

IV. Other Conditions:

- A. Additional amendments are found to be either administrative or procedural in nature or concern themselves with subjects not covered in the California Building Standards Code. These changes include provisions making the California Building Standards Code compatible with other codes enforced by the City.

SECTION 2. As recommended by the Building Official, Design and Development Director, and the Riverside County Fire Marshal, the following local amendments to the 2022 California Building Standards Code are hereby found to be reasonably necessary as identified in the table below and referenced to the express findings noted in Section 1, above.

Local Code Amendments and Express Findings of Necessity		
Code Legend: CBC = California Building Code; CRC = California Residential Code; CEC = California Electrical Code; CFC = California Fire Code; LQMC = La Quinta Municipal Code		
Code	Amended Section	Express Finding
CBC	105.2	III.A, III.B, IV.A
CBC	903.2	I.A, I.B, I.C, II.D
CBC	1505.1.4	I.A, I.B, I.C, II.D
CRC	R105.2	III.A, III.B, IV.A
CRC	R902.1.5	I.A, I.B, I.C, II.D
CEC	120	III.D
CEC	310.10	I.F
CEC	820.1.1	II.A, II.B
CEC	841.1	II.A, II.B
CFC	101.1	IV.A
CFC	101.4	IV.A

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CFC	102.5	I.A,B,C, II.C,D, III.C,D
CFC	104.1.1	IV.A
CFC	104.7 and 104.7.1	IV.A
CFC	104.13	IV.A
CFC	107.2	IV.A
CFC	107.4	IV.A
CFC	107.7	IV.A
CFC	111.1	IV.A
CFC	112.4	IV.A
CFC	202	IV.A
CFC	308.1.6.3	I.A-E, II.A-D, III.A-D
CFC	503.2.1	IV.A
CFC	503.2.2	IV.A
CFC	503.6.1	IV.A
CFC	503.7	IV.A
CFC	507.5.7	I.B,C, III.B,C,D
CFC	507.5.8	I.A-E, II.A-D, III.A-D
CFC	508.1, 508.1.1, 508.1.3	I.A-E, II.A-D, III.A-D
CFC	509.2.1	I.B,C, III.B,C,D
CFC	608.11.1.2	II.A-D, II.A-D
CFC	903.2	I,A-E, II.A-D, III.A-D
CFC	903.3.5.3	I.A-E, II.A-D

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CFC	3204.2.1	IV.A
CFC	4904.2.1	IV.A
CFC	5608.1.2	IV.A
CFC	Appendix Chapter B, Table B105.2	I.A-D, II.A-D, III.A-D
CFC	Appendix Chapter C C103.1	I.A-D, II.A-D, III.A-D

SECTION 3. A copy of this Ordinance adopting the 2022 California Administrative Code, the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California Plumbing Code, the 2022 California Energy Code, the 2022 California Historical Building Code, the 2022 California Fire Code, the 2022 California Existing Building Code, the 2022 California Green Building Standards Code, and the 2022 California Referenced Standards Code, along with the findings, amendments, additions, and deletions, shall be filed with the California Building Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833 by the City Clerk of the City of La Quinta.

SECTION 4. ADOPTION OF BUILDING AND CONSTRUCTION REGULATIONS. There is hereby adopted an amendment, attached hereto as Exhibit A, to Title 8 of the La Quinta Municipal Code, entitled “Buildings and Construction,” which is incorporated as fully as if set out in full herein, for the purpose of prescribing regulations governing conditions related to building and construction and activities including those certain documents specifically described in said Exhibit A, save and except certain specified portions which are hereinafter deleted, modified, or amended within various Chapters of said Title 8, of which documents being adopted by reference copies are on file with the Building Official and the same are also hereby adopted and incorporated as fully as if set out at length herein.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption, but no sooner than January 1, 2023.

SECTION 6. 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,

Ordinance No. XXX
Amending Title 8 – 2022 California Building Standards Code
Adopted:
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together with proof of posting to be entered into the Book of Ordinances of the City of La Quinta.

SECTION 7. 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 8. SEVERABILITY: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

PASSED, APPROVED and ADOPTED, at a regular meeting of the La Quinta City Council held this (enter date) day of November, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

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Amending Title 8 – 2022 California Building Standards Code
Adopted:
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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

Note: In this Exhibit, Code text is differentiated as follows:
Existing language to remain unchanged is displayed in standard font.
Existing language to be deleted is displayed in ~~strikethrough font~~.
New or revised language is displayed in shaded text.
Code Amendment language is displayed in underlined, italic font.

Title 8 of the La Quinta Municipal Code, entitled “Buildings and Construction,” shall be amended as follows:

1. Section 8.01.010, entitled “Adoption of the California Administrative Code,” shall be amended to read as follows:

Certain documents marked and designated as the “~~2019~~ 2022 California Administrative Code,” published by the California Building Standards Commission, are adopted for establishing administrative, organizational and enforcement rules and regulations for technical codes which regulate site preparation and construction, alteration, moving, demolition, repair, use and occupancy of buildings, structures and building service equipment.

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

2. Section 8.02.010, entitled “Adoption of the California Building Code” shall be amended to read as follows:

Certain documents marked and designated as the “~~2019~~ 2022 California Building Code”, Specifically Chapters 1 through 35, and Appendix Chapters C (Group U—Agricultural Buildings), ~~F (Rodentproofing)~~, Appendix Chapter H (Signs), ~~I (Patio Covers)~~, and Appendix Chapter J (Grading), and Appendix Chapter P (Emergency Housing Facilities) within Volumes 1 and 2, published by the California Building Standards Commission are adopted for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

3. Section 8.02.020, entitled "Work exempt from permit." The subsection shall be readopted under the "2022" code and revised to include new code language to read as follows:

Subsection 105.2 of Section 105 of the California Building Code is amended by deleting the subheading "Building" and its listed items 1 through 13 and replacing them with the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is does not greater than exceed 120 square feet (11 m²). It is permissible that these structures still be regulated by Section 710A, despite exemption from permit.
2. Fences and non-retaining masonry walls not over 3 feet (914 mm) in height measured from finished grade. ~~not over 7 feet (2134 mm) high.~~
3. Oil derricks.
4. Retaining walls that are not over 2 feet (609 mm) ~~4 feet (1219 mm)~~ in height measured from finished grade to the top of the wall ~~the bottom of the footing~~, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18,925 L) and the ratio of height to diameter or width is not greater than 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18,925 L), and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family dwellings.

12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.

13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1,753 mm) in height.

4. Section 8.02.030, entitled "Automatic fire-extinguishing systems." The section shall be readopted under the "2022" code and revised to include new code language to read as follows:

Section 903.2 of the 2019 2022 California Building Code is amended to read as follows:

Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21. Those requirements notwithstanding, an approved automatic sprinkler system shall be installed throughout any new building or structure where the fire area is 3,600 square feet or greater.

5. Section 8.02.040, entitled "Fire-retardant roofing materials required." The existing code amendment section is deleted in its entirety and is readopted with updated numbering and new section naming to read as follows:

Section 8.02.040 – Roof covering materials.

Section 1505.1.4 of the 2022 California Building Code is added to read as follows:

1505.1.4 Roof coverings within the City of La Quinta. With the exception of patio covers and similar structures, as determined by the building official, roof covering shall be of a Class A rating and shall otherwise comply with this code.

Exception: At the discretion of the building official, a waiver may be granted when all of the following conditions exist:

1. The scope of work is an addition or roof repair, and;

2. The newly roofed area consists of less than 25 percent of the existing roof area, and;

3. The existing combustible roof was constructed not more than 25 years prior to currently proposed work.

6. Section 8.02.050, entitled "Swimming pool, spa, and hot tub regulations" is deleted in its entirety and replaced with the following:

Section 8.02.050 – Swimming Pool Enclosure Required:

A. The following requirements shall apply to swimming pools (as defined in Section 9.280.030 of the La Quinta Municipal Code) which are located on individual residential lots:

1. Every person who owns or who is in possession of land upon which a swimming pool is located shall construct and maintain in good condition, completely surrounding such parcel of land or the swimming pool itself, an enclosure consisting of a fence, wall, gate, building, or a combination thereof.

Exception: Within a walled, gated community, when the swimming pool is located in a rear or side yard that abuts a golf course or other common open space that also has access to a water feature such as a lake, pond, water fall or other site design element involving water.

2. The enclosure and any access gates shall be constructed of substantial material, as allowed elsewhere in the La Quinta Municipal Code, and shall have all the following characteristics:
 - a. A minimum height of 60 inches measured from the exterior finished grade.
 - b. Free of voids that readily provide access through the enclosure.

Note: This section shall not be construed as an alternative to a drowning prevention feature as required by the Health and Safety Code.

7. Section 8.03.010, entitled "Adoption of the California Electrical Code." shall be amended to read as follows:

Certain documents marked and designated as the "2019 2022 California Electrical Code," published by the California Building Standards Commission, are adopted for safeguarding persons and property from hazards arising from the use of electricity

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

8. Section 8.03.020, "Underground wiring required." The section shall be readopted under the "2022" code to read as follows:

Article 120 of the 2016 2022 California Electrical Code is added to read as follows:

ARTICLE 120
Underground Wiring Required

120.1 Scope. This article covers the general requirements for restricting the installation of above-ground electrical and other utility components in new construction, and phasing out their use in existing installations.

120.2 Definitions. See Article 100. For the purposes of this article, the following additional definitions apply.

Community Antenna Television System (or CATV). A system of antennas, coaxial cables, wires, wave guides, or other conductors, equipment, or facilities designed, constructed, or used for the purpose of providing television or FM radio service by cable or through its facilities.

Cost of Replacing. Those costs as computed by the Building Official or his or her designee. In making said computation, said City Official shall use those tables and figures provided in that publication entitled "Building Standards," as published by International Code Council, Whittier, California, and which is current at the time of such computations. Said tables and figures shall apply to a building which would conform to all City and State Regulations, including the City's Building, Plumbing, Wiring, Mechanical, Fire Codes and Zoning Regulations, which are effective at the time of the computation.

Poles, Wires, and Associated Structures. Poles, towers, supports, wires, crossarms, braces, transformers, insulators, cutouts, switches, communication circuits, appliances, attachments, and appurtenances used in whole or in part for supplying, distributing or transmitting electric energy, radio signals, television signals, telegraphic signals, CATV services, or any similar associated services to a building or structure and the occupants thereof, if any. Also referred to collectively in this article as "utility facilities."

Utility. All persons or entities supplying, transmitting, or distributing electrical energy and service, radio signals, television signals, telegraphic signals, and providing telephone, electrical, light, radio, television, telegraphic, and CATV services or any similar associated services by means of poles, wires, and associated structures.

120.3 Prohibition. Except as provided in Article 120.4, no person shall construct, install, or place above the surface of the ground any poles, wires, and associated structures, regardless of the use or proposed use of the structure or building to be served thereby.

120.4 Exceptions. The provisions of this article shall not apply to the following poles, wires, and associated structures under the circumstances described herein:

(A) Termination Point for Overhead Utility Facilities. Utility facilities constructed, placed, or installed (referred to herein collectively as

"constructed"), or proposed to be constructed within six feet of the lot line of any real property for which service is being or intended to be provided by said utility facilities, if the sole purpose of the construction of utility facilities is to terminate overhead utility facilities. Such utility facilities may be placed at a distance further than six feet from said lot line to enable a maximum underground run of two hundred feet.

(B) Ground-mounted Equipment. Ground-mounted transformers, pedestal-mounted terminal boxes, meter cabinets, concealed ducts, and other appurtenances and associated equipment, which are part of and necessary for the operation of an underground electrical, communication, CATV, radio, or telegraphic system.

(C) Temporary Facilities. Utility facilities installed by a utility for temporary purposes, including, but not limited to, servicing building construction projects for which valid building permits have been issued by the City, and which uses are being or proposed to be conducted in compliance with all requirements of this code, the remainder of the California Building Standards Code, and the La Quinta Municipal Code.

(D) High Voltage Installations. Utility facilities distributing, supplying, and transmitting electrical energy at 34,000 Volts or greater.

120.5 Initial Obligation. The owner, lessee, tenant, or occupant of a building or structure or the owner of property proposed to be developed by a building or structure has the initial obligation to comply with all the requirements of this article, and in performance of said obligation shall make the necessary arrangements with the appropriate utility for the installation and construction of utility facilities so that they will be in compliance with the provisions of this article. This section is not intended to eliminate or limit the obligation of any person, including a utility, to comply at all times with all provisions of this article, but expresses the intent of the La Quinta City Council as to who has the primary obligation of compliance.

120.6 Waiver. If any person believes that the application of any provision of this article is impractical and will cause practical difficulties and unnecessary hardship to him or her or the public in general due to certain topographical conditions, street configurations, underground obstacle, soil, water or other natural conditions which would make the underground installation of utility facilities unreasonable, said person may apply in writing to the Community Design & Development

Department for a waiver of such provision of this article. Said application shall be filed with the Community Design & Development Department and the City Council shall consider said application no later than thirty (30) days thereafter, at which time it shall hear the Applicant's evidence in support of the application, the comments and recommendations of the City's employees and officials thereon. It may hear other parties. The City Council may grant a waiver from all or any provisions of this article after considering a specific application therefor and after making a finding that the application of the specific provision in question would be unreasonable, impractical and cause undue hardship to the Applicant or the general public. If the City Council does grant a waiver, it may impose reasonable conditions on said grant in the interest of protecting and preserving the public health, safety and general welfare. The City Council shall make its decision on the application no later than thirty (30) days after it has concluded its consideration thereof. The decision of the City Council shall be final.

120.7 Nonconformance: Continuance and Termination.

(A) Nonconformance. Any legally established utility facility not in conformity with the provision of this article as of the effective date of this ordinance shall be considered nonconforming.

(B) Nonconforming Utility Facilities Not Relocated. Any nonconforming utility facility may continue to be used and may be renewed, altered, enlarged, or have additions thereto in its existing location without any provisions of this article being applicable thereto. However, when any building or structure to which any nonconforming utility facility provides any service is enlarged or an addition is made thereto where the cost of replacing said building or structure including its addition or enlargement exceeds by 50 percent the cost of replacing said building or structure prior to its enlargement or the addition thereto, all utility facilities that provide service to such building or structure, as described in the aforesaid clause, shall be caused to comply with all provisions of this article.

(C) Nonconforming Utility Facilities Relocated. Whenever an existing service is relocated on nonconforming property, or a new service is established on nonconforming property, any such relocated or new service shall be caused to comply with all the provisions of this article.

9. Section 8.03.030, "Copper wire required." The section shall be readopted under the "2022" code to read as follows:

Section 310.10 of the 2019 2022 California Electrical Code is amended to read as follows:

310.10 Uses Permitted.

The conductors described in 310.104 shall be permitted for use in any of the wiring methods covered in Chapter 3 and as specified in their respective tables or as permitted elsewhere in this Code. However, aluminum conductors shall only be permitted for use to feed main electrical panels or sub-panels. Such aluminum conductors shall not be smaller than size 1/0 AWG.

10. Section 8.03.040, entitled "Telephone jacks and television cable outlets." is deleted in its entirety.

11. Section 8.04.010, entitled "Adoption of the California Plumbing Code." shall be amended to read as follows:

Certain documents marked and designated as the "2019 2022 California Plumbing Code," ~~including all appendices~~ Specifically Chapters 1 through 17 and Appendix Chapter A (Recommended Rules for Sizing the Water Supply System), Appendix Chapter B (Explanatory Notes in Combination Waste and Vent Systems), Appendix Chapter D (Sizing Storm Water Drainage Systems), Appendix Chapter H (Private Sewage Disposal Systems), and Appendix Chapter I (Installation Standards), published by the California Building Standards Commission, are adopted for regulating the erection, installation, alteration, addition, repair, relocation, replacement, maintenance, or use of any plumbing system.

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

12. Section 8.05.010, entitled "Adoption of the California Mechanical Code" shall be amended to read as follows:

Certain documents marked and designated as the “~~2019~~ 2022 California Mechanical Code,” including all appendices Specifically Chapters 1 through 17 and Appendix Chapter B (Procedures to be followed to place gas equipment in operation) and Appendix Chapter C (Installation and testing of oil (liquid) fuel-fired equipment), published by the California Building Standards Commission, are adopted for regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances.

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

13. Section 8.06.010, entitled “Adoption of the California Residential Code.” The body text shall be amended to read as follows:

Certain documents marked and designated as the “~~2019~~ 2022 California Residential Code”, Specifically Chapters 1 through 10, Chapter 44, and Appendix *Chapter* AH (Patio Covers), Appendix Chapter AQ (Tiny Houses), Appendix Chapter AS (Strawbale Construction), Appendix Chapter AX (Swimming Pool Safety Act) and Appendix Chapter AZ (Emergency Housing), published by the California Building Standards Commission, are adopted for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every detached one- and two-family dwelling, townhouse not more than three stories above grade plane in height with a separate means of egress and structures accessory thereto.

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

14. Section 8.06.020, “Work exempt from permit.” The subsection shall be readopted under the “2022” code and revised to include new code language to read as follows:

Subsection R105.2 of Section 105 of the California Residential Code is amended by deleting the subheading “Building” and its listed items 1 through 10 and replacing them with the following:

Building:

1. ~~Other than storm shelters, One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²). It is permissible that these structures still be regulated by Section 710A, despite exemption from permit.~~
2. ~~Fences *and non-retaining masonry walls not over 3 feet (914 mm) in height measured from finished grade.* not over 7 feet (2134 mm) high.~~
3. Retaining walls that are not over *2 feet (609 mm) in height measured from finished grade,* ~~4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall,~~ unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18,925 L), and are installed entirely above ground.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall which do not project more than 54 inches (1,372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling, and do not serve the exit door required by Section R311.4.

All such structures must comply with the setback and height requirements of the La Quinta Municipal Code, as applicable. Unless otherwise exempted,

separate plumbing, electrical, and mechanical permits are required for the above-exempted items.

15. Section 8.06.030, entitled “Fire-retardant roofing materials required.” is deleted in its entirety and replaced with the following:

Section 8.06.030 – Roof covering materials.

Section R902.1.4 of the 2022 California Residential Code is added to read as follows:

R902.1.4 Roof coverings within the City of La Quinta. With the exception of patio covers and similar structures, as determined by the building official, roof covering shall be of a Class A rating and shall otherwise comply with the requirements of this code.

Exception: At the discretion of the building official, a waiver may be granted when all of the following conditions exist:

1. The scope of work is an addition or roof repair, and;
2. The newly roofed area consists of less than 25 percent of the existing roof area, and;
3. The existing combustible roof was constructed not more than 25 years prior to currently proposed work.

16. Section 8.07.010, entitled “Adoption of the California Green Building Standards Code.” The body text shall be amended to read as follows:

Certain documents marked and designated as the “~~2019~~ 2022 California Green Building Standards Code” Specifically Chapters 1 through 8, published by the California Building Standards Commission are adopted to improve public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices.

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

17. Section 8.08.010, entitled "Adoption of the California Fire Code" shall be amended to read as follows:

~~Certain documents marked and designated as the "20192022 California Fire Code," including Appendix B (Fire Flow Requirements for Buildings), Appendix C (Fire Hydrant Locations and Distribution), e~~Except as stated in this section or as amended below in Section 8.08.020 of this chapter~~;~~~~;~~ all of the provisions and appendices of the ~~20192022~~ California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter's matrix, are hereby adopted and shall apply to the city of La Quinta. In addition, the following provisions that are excluded in the ~~20192022~~ California Fire Code are hereby adopted: Chapter 1, Division II of the California Fire Code is hereby adopted, ~~(except that Sections 103.2 and 109.3111.3 are not adopted);~~ and Chapters 3, 25, and Sections ~~403.12403.11~~, 503, 510.2, and 1103.2 ~~and 5707~~ are adopted, published by the California Building Standards Commission are adopted for the purpose of establishing the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion, or dangerous conditions in new and existing buildings, structures, and premises, and to provide safety to firefighters and emergency responders during emergency operations within the city.

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter

18. Section 8.08.020, entitled "Amendments to the California Fire Code" is deleted in its entirety and replaced with the following:

8.08.020 - Amendments to the California Fire Code.

A. Scope and Administration.

1. Section 101.1 of the California Fire Code is amended as follows:
101.1 Title. These regulations shall be known as the La Quinta Fire Code, hereinafter referred to as "this code."

2. Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

B. Applicability.

Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.6 of this code shall apply.
2. Administrative, operational and maintenance provisions of this code shall apply.
3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

C. Duties and Powers of the Fire Code Official

1) Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.
2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire

Department is authorized to enforce ordinances of the City of La Quinta pertaining to the following:

- a. The prevention of fires.
 - b. The suppression or extinguishment of dangerous or hazardous fires.
 - c. The storage, use and handling of hazardous materials.
 - d. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
 - e. The maintenance and regulation of fire escapes.
 - f. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
 - g. The maintenance of means of egress.
 - h. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.
3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:
- a. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
 - b. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
 - c. The Riverside County Sheriff and any deputy sheriff.
 - d. The Police Chief and any police officer of any city served by the Riverside County Fire Department.
 - e. Officers of the California Highway Patrol.
 - f. Code Compliance Officers of the City of La Quinta.
 - g. Peace Officers of the California Department of Parks and Recreation.
 - h. The law enforcement officer of the Federal Bureau of Land Management.

- 2) Sections 104.7 and 104.7.1 of the California Fire Code are deleted in their entirety and replaced with the following:

104.7 Liability. Any liability against Riverside County or the City of La Quinta or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

- 3) Section 104.13 is added to Section 104 of the California Fire Code to read as follows:

104.13 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief's original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, "hazardous fire area" shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

D. Fees

- 1) Section 107.2 of the California Fire Code is deleted in its entirety and replaced with the following:

107.2 Schedule of Permit Fees. Fees for services and permits shall be as set forth in the City of La Quinta Fee Schedule.

- 2) Section 107.4 of the California Fire Code is deleted in its entirety and replaced with the following:

107.4 Work Commencing Before Permit Issuance. A person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to a double (200%)

permit fee, without provisions for refund, at the rate established for the specific permit type in the adopted fee schedule.

- 3) Section 107.7 is added to Section 107 of the California Fire Code to read as follows:

107.7 Cost Recovery. Fire suppression, investigation, rescue, or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq., as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

E. Means of Appeals

Section 111.1 of the California Fire Code is deleted in its entirety and replaced with the following:

111.1 Board of appeals established. The Board of Appeals shall be the City of La Quinta Construction Board of Appeals as designated in La Quinta Municipal Code Chapter 2.40. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Construction Board of Appeals.

F. Violations

Section 112.4 of the California Fire Code is deleted in its entirety and replaced with the following:

112.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or ordinance. Punishments and penalties for violations shall be in

accordance with the City of La Quinta ordinances, fee schedule and California Health and Safety Code Sections 17995 through 17995.5.

G. Definitions.

Section 202 of the California Fire Code is amended to add the following definitions:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief's designee.

H. Open Flames.

Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

I. Fire Apparatus Access Roads

1) Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

2) Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

3) Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

- 4) Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up; an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

J. Fire Protection Water Supplies

- 1) Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

- A. Residential Standard one (1) four (4) inch outlet and one (1) two and one-half (2½) inch outlet.
 - B. Super Hydrant Standard one (1) four (4) inch outlet and two (2) two and one half (2½) inch outlet.
 - C. Super Hydrant Enhanced two (2) four (4) inch outlet and one (1) two and one half (2½) inch outlet.
- 2) Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:
- 507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Standards and Policies, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

K. Fire Command Center.

- 1) Section 508.1 of the California Fire Code is amended as follows:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, and in all occupancies greater than 300,000 square feet, and in Group I-2 occupancies having occupied floors located more than 75 feet above

the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.7.

- 2) Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

- 3) Section 508.1.3 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.3 Size. The fire command center shall be not less than 0.015 percent of the total building area of the facility served or 200 square feet in area, whichever is greater. The room shall have a minimum dimension of 0.7 times the square root of the room area or 10 feet, whichever is greater.

Where a fire command center is solely required because a building is greater than 300,000 square feet, the fire command center shall have a minimum size of 96 square feet with a minimum dimension of 8 feet, where approved by the fire code official.

L. Fire Protection and Utility Equipment Identification and Location.

Section 509.2.1 of the California Fire Code is amended to add the following:

509.2.1 Minimum Clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

M. Mechanical Refrigeration.

Section 608.11.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

608.11.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside

of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

N. Automatic Sprinkler Systems.

1) Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 - 903.2.21 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobilehomes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3.
- b. Exception 2 in Section 903.2.11.3.

2) Section 903.3.5.3 of the California Fire Code is added as follows:
903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

O. Designation of High-Piled Storage Areas.

Section 3204.2.1 is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include referenced design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

P. Fire Hazard Severity Zones.

Section 4904.2.1 is added to Section 4904 of the California Fire Code to read as follows:

4904.2.1 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones (VHFHSZ), located in the Local Responsibility Areas (LRA), are designated as shown on the most recently published VHFHSZ IN LRA map, as recommended and published by the Director of the California Department of Forestry and Fire Protection (CAL FIRE), which may be revised from time to time.-The most recent VHFHSZ IN LRA map is on file at the office of the Fire Chief, which supersedes other maps previously adopted designating high fire hazard areas.

Q. Outdoor Public Fireworks Display Application

Section 5608.1.2 is added to Section 5608 of the California Fire Code to read as follows:

5608.1.2 Application for Permit. State Fire Marshal Licensed Operators shall make application for Outdoor Public Fireworks Display to the City of La Quinta at least 21 days prior to the proposed event so as to provide adequate time for the City to make reasonable arrangements for community notification of the tentative event and impacts thereof.

R. Appendix B. Fire Flow Requirements for Buildings

Table B105.2 of the California Fire Code is amended as follows:

TABLE B105.2

REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

<u>AUTOMATIC SPRINKLER SYSTEM (Design Standard)</u>	<u>MINIMUM FIRE-FLOW (gallons per minute)</u>	<u>FLOW DURATION (hours)</u>
<u>No automatic sprinkler system</u>	<u>Value in Table B105.1(2)</u>	<u>Duration in Table B105.1(2)</u>
<u>Section 903.3.1.1 of the California Fire Code</u>	<u>50% of the value in Table B105.1(2)^a</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>
<u>Section 903.3.1.2 of the California Fire Code</u>	<u>50% of the value in Table B105.1(2)^b</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>

For SI: 1 gallon per minute = 3.785 L/m.

^a The reduced fire-flow shall be not less than 1,000 gallons per minute.

^b The reduced fire-flow shall be not less than 1,500 gallons per minute.

S. Appendix C. Fire Hydrant Locations and Distribution

Section C103.1 of the California Fire Code is amended to read as follows:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the California Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

19. Section 8.14.010, entitled “Adoption of the California Energy Code” shall be amended to read as follows:

Certain documents marked and designated as the “~~2019~~ 2022 California Energy Code,” published by the California Building Standards Commission, are adopted to make businesses, homes, and appliances more energy efficient through the development and implementation of energy efficiency building practices.

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

20. Section 8.15.010, entitled “Adoption of the California Historical Code” shall be amended to read as follows:

Certain documents marked and designated as the “~~2019~~ 2022 California Historical Building Code,” published by the California Building Standards Commission, are adopted to facilitate the preservation and continuing use of qualified historical buildings or properties while providing reasonable safety for the building occupants and access for persons with disabilities

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

21. Section 8.16.010, entitled “Adoption of the California Existing Building Code” shall be amended to read as follows:

Certain documents marked and designated as the “~~2019~~ 2022 California Existing Building Code,” published by the California Building Standards Commission, are adopted to promote public safety and welfare by reducing the risk or injury that may result from the effects of earthquakes on existing unreinforced masonry bearing wall buildings

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

Ordinance No. XXX
Amending Title 8 – 2022 California Building Standards Code
Adopted:
Page 34 of 35

22. Section 8.17.010, entitled "Adoption of the California Referenced Standards Code" shall be amended to read as follows:

Certain documents marked and designated as the "~~2019~~ 2022 California Referenced Standards Code," published by the California Building Standards Commission, are hereby adopted

Each and all of the regulations, provisions, conditions and terms therein, on file with the building official, are referenced and made a part hereof as if fully set out in this chapter, except as otherwise provided in this chapter.

No changes to the remainder of Title 8.

Ordinance No. XXX
Amending Title 8 – 2022 California Building Standards Code
Adopted:
Page 35 of 35

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. 2022-027.

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](#)

Summary of 2022 California Building Standards Code Updates

Items below are a summary of 2022 California Building Standards Code Updates that will take effect on January 1, 2023.

Building Code:

- New definitions: Atrium, Access aisle, Change of Occupancy, Childcare, Mass Timber, PV System definitions, Penthouse, Structural member (clarification) and Puzzle Room.
- Permit Expiration from 180-days to 12-months, including extension lengths.
- Group F-1 uses added for Energy Storage Systems (ESS) and Water/Sewer Treatment Plants.
- Puzzle room provisions for Means of Egress.
- Further clarification of Occupied Roofs, Means of Accessible Egress and Access by Elevators.
- New Construction Types – All Heavy Timber (IV-A, IV-B, IV-C).
- Restroom privacy – Concerns regarding privacy within public restrooms have been addressed by requiring a screening element at the entry to the restroom.

Residential Code:

- Permit Expiration from 180-days to 12-months, including extension lengths.
- Aging-in-place design and fall prevention in new residential construction to facilitate access to operational features and to allow people to stay longer in their homes as they age.

Energy Code:

- New SEER2 Federal Requirements; Split AC on Install Date; Package on Manufactured Date, Requires 15 SEER Equipment.

- Changed R-3 and Multi-family, created new sections to provide specific requirements for each, then also divides to 3 or less, and 4 or more – Including having new forms.
- Residential efficiency Standards based on a single fuel prescriptive heat pump baseline for either water heating or space heating.
- Residential and Multifamily energy storage system (ESS) ready requirements, including interconnection equipment or a dedicated raceway, a minimum of four branch circuits, a minimum busbar rating of 225 amps, and space for future installation of a system isolation equipment or transfer switch.
- Residential and Multifamily electric ready requirements for space heating, cooking, and clothes dryers when gas equipment is installed. Electrical infrastructure must be provided and reserved to the equipment location for the future installation of electrical appliances
- Non-Residential PV and Battery Required in Grocery, Office, Unleased Tenant Space, Retail, Warehouse, Auditorium, Convention Center, Hotel/Motel, Library, Medical, Restaurant, Theater occupancies/uses.

Electrical/Mechanical/Plumbing Codes:

- Residential return duct sizing requirements for single return and multiple return duct systems.
- Table A is superseded by Table 4-1 which incorporates numerous additions, deletions and revisions for determining plumbing fixture count minimums.
- Removed amperage requirement, all 125V through 250V receptacles now need GFCI Protection.
- Multiple receptacles now required based on Kitchen Island size.
- Electrical Surge Protection for Dwelling Units: Type 1 or 2 Surge Protection shall be provided, including at permits issued for panel changeouts.

[END]

Summary of the 2022 California Building Standards Code Adoption

Item numbers below refer to the numbered items as noted in Exhibit "A" of the Ordinance adopting the 2022 California Building Standards Code and amending Title 8 of the La Quinta Municipal Code (LQMC). No changes to policy or enforcement from previous triennial code adoption unless otherwise noted.

1. Updates edition of adopted California Administrative Code.
2. Updates edition of adopted California Building Code, revises Chapter and Appendix adoptions to match California Building Standards Commission (CBSC) adoptions without voluntary measures.
3. Readopt previous Code Amendment for wall and fence exemption for permit requirements per historic City practices (identified for local amendment filing only) and updates Item 1 with new "2022" code language.
4. Readopt previous Code Amendment for fire-sprinkler installation per Riverside County Fire Authority (identified for local amendment filing only) and updates section with new "2022" code language.
5. Readopt previous Code Amendment for Class A Rated Roof Covering Materials per historic City practices (identified for local amendment filing only) and renaming of section to align with "2022" code language.
6. Removed the "Additional Pool Barrier" alignment with the Health and Safety Code since the "Swimming Pool Safety Act" requirements are already incorporated into the Building and Residential Code. Language has been revised to require an "enclosure" per historic City practice at locations not within a walled and gated community that abut a golf course or other common open space.
7. Updates edition of adopted California Electrical Code only.
8. Readopt previous Code Amendment for Underground wiring per historic City practices (identified for local amendment filing only.)
9. Readopt previous Code Amendment for Copper wiring per historic City practices (identified for local amendment filing only.)
10. Section 8.03.040, entitled "Telephone jacks and television cable outlets." is deleted in its entirety.

11. Updates edition of adopted California Plumbing Code only.
12. Updates edition of adopted California Mechanical Code only.
13. Updates edition of adopted California Residential Code, revises Chapter and Appendix adoptions to match California Building Standards Commission (CBSC) adoptions without voluntary measures.
14. Readopt previous Code Amendment for wall and fence exemption for permit requirements per historic City practices (identified for local amendment filing only) and updates Item 1 with new "2022" code language.
15. Readopt previous Code Amendment for Class A Rated Roof Covering Materials per historic City practices (identified for local amendment filing only) and renaming of section to align with "2022" code language.
16. Updates edition of adopted California Green Building Standards Code, revises Chapter adoptions to match California Building Standards Commission (CBSC) adoptions without voluntary measures.
17. Updates edition of adopted California Fire Code with minor changes to adopted sections as recommended by Fire Marshal.
18. Updates local amendments to the California Fire Code as recommended by Fire Marshal.
19. Updates edition of adopted California Energy Code only.
20. Updates edition of adopted California Historical Building Code only.
21. Updates edition of adopted California Existing Building Code only.
22. Updates edition of adopted California Referenced Standards Code only.

[END]

City of La Quinta

CITY COUNCIL MEETING: November 1, 2022

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH THE AMERICAN EXPRESS GOLF TOURNAMENT FOR 2023 THROUGH 2027

RECOMMENDATION

Approve an Agreement for Contract Services with The American Express Golf Tournament for 2023 through 2027; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- The tournament, originally The Bob Hope Classic, has been in the Coachella Valley since 1965.
- La Quinta has hosted the tournament at PGA West and La Quinta Country Club since 2012.
- In January 2022, The American Express extended its sponsorship contract for the golf tournament through 2027 (Attachment 1).

FISCAL IMPACT

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

- Public Safety Services – Project AMEX-POL and Project AMEX-FIRE
- Solid Waste Disposal and Recycling Services - Project AMEX-WASTE
- Permits and Inspections - Project AMEX-E
- Cooperative Marketing Program - Project AMEX-MARKET

The total value amount in services over the five-year contract shall not exceed \$800,000.

BACKGROUND/ANALYSIS

The agreement would be managed by the City Manager’s Office and will work with Finance to monitor contract term budget annually. The scope of services includes:

- Public Safety Services
 - Police Services – Approximately \$70,000 per year
 - Fire and EMT Services – Approximately \$35,000 per year
- Solid Waste Disposal and Recycling Services – Approximately \$20,000 per year
 - City will pay waste and recycling fees but will not be responsible for fees or penalty's resulting from noncompliance.
 - City requires The American Express to contract with Burrtec for a waste and recycling plan.
- Permits and Inspections
 - City would require various permits from The American Express prior to the event including a Temporary Use Permit, Traffic Control Plan, and Building/Fire permits.
- Cooperative Marketing Plan – Approximately \$35,000 per year
 - City would develop Marketing ads to promote the tournament through various media platforms.
 - The American Express would promote the City of La Quinta as the host city on various platforms when available.

ALTERNATIVES

Staff does not recommend any alternatives.

Prepared by: Marcie Graham, Marketing Manager

Approved by: Gilbert Villalpando, Director

Attachment: 1. Agreement for Contract Services with The American Express Golf Tournament

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 The American Express Golf Tournament ("Contracting Party"), a 501c3. The parties hereto agree as follows:

1. SERVICES OF CONTRACTING PARTY.

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to The American Express Golf Tournament, as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees,

assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it has investigated the site where the Services are to be performed, if any, and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the Services should be performed, and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from

the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall receive services in lieu of monetary compensation, as detailed in "Exhibit B" (the "Schedule of Compensation") valued in the total amount not to exceed Eight Hundred Thousand (\$800,000.00) (the "Contract Sum") during the entire Term (Section 3.4 below) of this Agreement, except as provided in Section 1.7. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

2.2 Method of Billing & Payment. Services shall be rendered as listed in "Exhibit B" ("Schedule of Compensation"). No billing and payment methods are applicable under this Agreement.

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

3. PERFORMANCE SCHEDULE.

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

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee.

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

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8 of this Agreement, the term of the original agreement shall commence on November 1, 2022, and terminate on January 30, 2027 ("Term").

4. COORDINATION OF WORK.

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

- (a) Pat McCabe – Executive Director
Tel No. (503) 924-6207
E-mail: pat.mccabe@sportfive.com

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

4.2 Contract Officer. The "Contract Officer" shall be the City Manager or assigned designee as may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

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

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

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

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

5. INSURANCE.

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

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

6. INDEMNIFICATION.

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

7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts,

circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned designee, of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract

Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, 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 without regard to conflict of law principles. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8. During the period of time that Contracting

Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

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

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

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

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

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

by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

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

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

9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

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

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the

Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

10. MISCELLANEOUS PROVISIONS.

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

To City:
CITY OF LA QUINTA
Attention: Jon McMillen
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:
The American Express
Pat McCabe, Executive Director
7077 E. Marilyn Rd. Suite 140
Scottsdale, AZ 85254

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

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

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

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

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

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

10.8 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and

Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LA QUINTA,
a California Municipal Corporation

THE AMERICAN EXPRESS:

JON MCMILLEN, City Manager
City of La Quinta, California

Name: PAT MCCABE
Title: Executive Director

Dated: _____

Dated: _____

ATTEST:

By: _____
Name: _____
Title: _____

MONIKA RADEVA, City Clerk
La Quinta, California

APPROVED AS TO FORM:

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

Exhibit A Scope of Services

Public Safety Services

10.11 To assist the Tournament Organizer (The Organizer) for The American Express Golf Tournament ("The American Express") in the Police and Fire Public Safety efforts during the term of this Agreement, the City agrees to pay for Police, Fire and EMT Services. These costs will provide a base level of public safety services for The American Express held at the City of La Quinta golf courses. Police and Fire services are in addition to, and do not replace or reduce The Organizer's responsibility to hire adequate security, traffic, and parking staff to manage golf tournament and concerts. Additionally, all permits and applications for the tournament shall be paid-by The Organizer must be submitted to the City no later than sixty (60) days prior to the start of the tournament. The Organizer shall also provide the following for Police and Fire:

Office Space to set a Command Center for Public Safety on site.

Three (3) carts be provided (1 per course) that meet the Fire Department specs.

Tent, table, and chairs for medical operations.

Solid Waste Disposal and Recycling Services

In an effort to promote the green recycling efforts and maintain solid waste diversion mandates of the City of La Quinta (the "City") and to supplement funding for The American Express, the City agrees to pay for the waste and recycling fees. Additionally, it is required that The Organizer have a contract for solid waste/recycle services exclusively with Burrtec (City's provider), and the Organizer MUST submit a recycling plan to the City sixty (60) days prior to the event start.

Permits & Inspections

The City requests and The Organizer shall comply with the following timeline regarding various permits and inspections for The American Express:

One Hundred Twenty (120) days prior to event date: Temporary Use Permit application submitted. This should include all submittal requirements from temporary use permit application.

Ninety (90) days prior to event date: Submittal of Traffic Control Plan and Building and Fire permit(s) for all applicable items (i.e. tents, stages, bleachers).

Forty-Five (45) days prior to event date: Obtain a permit from the Building Division for the structures, tents, stage and temporary electrical installations. The Organizer shall submit a detailed site plan showing all viewing structures, stages and tents with structure dimensions, proposed stairways, ramps and doorways, and shall have structural calculations prepared to the current/applicable California Building Code provided justifying their installation. The City of La Quinta Wind Design is 110 mph (Ultimate) / 85 mph (Nominal) Exposure C and is within the Seismic Design Category D2.

Thirty (30) days prior to event date: Submittal of Encroachment permit and scheduling of all inspections requested by Staff.

Fourteen (14) days prior to event date: Finalize structures and tents, and prepare/schedule structural observation, and fire, health and building department inspections. Structural Observation is required by the Engineer of Record, each structure shall be reviewed for conformance with the approved structural calculations and have a stamped and signed letter submitted to the Building Division prior to the event per the requirements in Section 1704 of the 2016 California Building Code.

Payment for any and all permits shall be made by The Organizer at the time of application unless the Contract Officer on behalf of the City waives payment for any such permit.

Cooperative Marketing Program

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

The Organizer and City shall use social media, such as Facebook and Twitter, to the maximum extent possible, to promote the tournament and all of its related activities as well as promote the City as a premier tourist destination.

The American Express Media & Advertising Plan

The Organizer shall submit to City its detailed Media & Advertising Plan by September 15 of each contracted year to avoid duplication efforts.

The Organizer will investigate further expanding its marketing coverage in important regional drive markets, inclusive of Los Angeles and Orange County. The City and The Organizer will further use best efforts working together to market the City, The American Express Golf Tournament, and the City's lodging choices to the "driving- distance" market.

The American Express creative graphic design for ads, banners, posters, billboards, ads, etc., shall be submitted by The Organizer to City for review and comment by October 1 of each contract year.

All artwork, radio spots, commercials, digital ads, emails, graphics and other marketing-related tangibles using the name or description of the City, or lodgings or businesses in the City shall be submitted to City for review and comment (if any) with at least a two-working day turnaround time. The Organizer shall have the obligation to secure any licenses from any lodgings

or businesses in the City to use their names or descriptions in any marketing-related tangibles.

The Organizer shall provide the following to the City in an effort to properly promote the event and destination:

Tag the City location in all social media posts either by location tag or in the copy;

Allow City to use all media assets such as photos and videos to promote tournament.

When possible, have a celebrity golf player create a Facebook live or Instagram Story asset mentioning the City of La Quinta and The American Express.

Use radio and TV media for ads to promote The American Express and the City of La Quinta. If radio or TV ads are created by The Organizer, The Organizer shall allow (and hereby grants a license) to the City to use those assets to additionally promote the tournament via radio and TV.

Branding

The Organizer will exercise its best efforts to encourage "The Golf Channel" to include the City of La Quinta in its commercials, promotions, on-air mentions, and advertisements in connection with their broadcast of The American Express. Should The Organizer produce commercials, promotions, and advertisements exclusively for The Golf Channel, The Organizer shall incorporate the City of La Quinta name and logo on all materials as the "host city".

The City of La Quinta name and logo shall be written as "Host City" in all The American Express ads, when possible, to be run in local, regional and national publications that The American Express advertises in.

The City of La Quinta name and logo will be written as "Host City" when possible, on a variety of signage prepared for the tournament, including but not limited to: On-course directional signs, banners located in and around Old Town/Village area, and other signs throughout the City of La Quinta. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by The Organizer and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.

The City of La Quinta name and logo will be written as "Host City" when possible, on the official tournament poster. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by The Organizer and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.

The City of La Quinta name and logo will be written as "Host City" when possible, on all digital and social media ads. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by The Organizer and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.

The City of La. Quinta name and logo will be written as "Host City" when possible, on all e-mail blasts and/or notifications from The American Express. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by The Organizer, and said guidelines will outline the use of City logos, ' scripts, photography, text, and dimensions of graphic elements.

Events & Other Promotions

The City Manager will be given twelve (12) VIP Passes that include parking passes as well as VIP access to concerts.

The City will be given one hundred twenty-five (125) daily tickets per day Wednesday through Sunday for the sole purpose of promoting the event. No value may be placed upon the badges and tickets other than their face value.

Four (4) media passes for the City Marketing Manager, Marketing Specialist, and advertising agency to promote the tournament during the event.

If there is a charitable distribution event, The Organizer will host the Charity Check Distribution event within the City of La Quinta at a mutually agreed upon location.

In Kind Services

In an effort to move traffic in the safest and most efficient manner possible during The American Express, the City of La Quinta agrees to supply four (4) traffic safety message boards provided the City does not have a traffic safety event elsewhere in the City during the tournament.

The City will install the Street Banners that promote the event and the City of La Quinta's affiliation with The American Express within the Village area of the City. The Organizer shall pay for any other banners to be installed elsewhere within the City of La Quinta at a cost of \$60 per banner. The cost will include installation, removal, and maintenance, as well as a 2-hour response time for maintenance to be completed by the City.

The City will allow The Organizer the use of vacant land space for parking and shuttle services during The American Express on Avenue 54 and Jefferson St. The Organizer is responsible for submitting a traffic plan for the event ninety (90) days prior to the start of the event per Section 3(a)(ii) of these Scope of Services.

The Organizer is required to submit an event plan to the City one hundred twenty (120) days prior to the start of the event per Section 3(a)(i) of these Scope of Services.

ADDENDUM TO AGREEMENT

Re: Scope of Services

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

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

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

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

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities

were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

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

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

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

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

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to

the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

Exhibit B

Schedule of Compensation

Pursuant to this Agreement, Contracting Party shall receive services in lieu of monetary compensation, as detailed in the Scope of Services Exhibit A, valued in the total amount not to exceed Eight Hundred Thousand (\$800,000.00) (the "Contract Sum") during the Agreement Term (Section 3.4).

Exhibit C
Schedule of Performance

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

Exhibit D
Special Requirements

None.

Exhibit E
Insurance Requirements

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

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

Must include the following endorsements:

General Liability Additional Insured
General Liability Primary and Non-contributory

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

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

Workers' Compensation
(per statutory requirements)

Must include the following endorsements:

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

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

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's

performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.

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

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

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

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

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including

credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

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

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

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

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

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

c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit F
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

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

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

d. Indemnification Provision for Design Professionals.

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

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

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

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

identical to those set forth herein this Exhibit 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.

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City of La Quinta

CITY COUNCIL MEETING: November 1, 2022

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SUBMIT APPLICATIONS TO RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND EXECUTE SUPPLEMENTAL AGREEMENTS FOR FISCAL YEAR 2023/24

RECOMMENDATION

Adopt a resolution to authorize the City Manager to submit applications to the Riverside County Economic Development Agency for Community Development Block Grant funds; execute the Supplemental Agreements for Fiscal Year 2023/24; and allocate \$23,400 to the Boys and Girls Club of the Coachella Valley Fee Waiver/Reduction Program, \$132,600 to the City of La Quinta Americans with Disabilities Act Improvements Project.

EXECUTIVE SUMMARY

- The Community Development Block Grant (CDBG) funds programs to revitalize neighborhoods, promote economic development, and improve community facilities and services.
- The City is eligible to receive approximately \$156,000 in CDBG funds in 2023/24; 15% can be used for public service projects and 85% for public improvements or housing services.
- City-approved grant applications must be submitted to the Riverside County Economic Development Agency (County EDA) no later than November 18, 2022. The exact amount of CDBG funding will be confirmed in the second quarter of 2023.

FISCAL IMPACT

Upon approval by the Department of Housing and Urban Development (HUD) and the County EDA, the City will receive an estimated \$156,000 in CDBG funds. The final fiscal year (FY) 2023/24 funding allocation will be based upon actual funds received. Revenues and expenses will be incorporated in FY

2023/24 budget and tracked in a special revenue fund Account No. 210-0000-43105 CDBG (Federal Assistance Fund 210).

BACKGROUND/ANALYSIS

The City is a cooperating city of the County's CDBG program and has participated since 1983. HUD oversees the County's program and the County distributes annual funding to cooperating cities. The CDBG program requires that each project/activity the funds are used for meets one of the three national objectives: 1) benefit low and moderate-income individuals; 2) aid in the prevention or elimination of slums or blight; or 3) meet a need having a particular urgency.

Public Services

CDBG funding can be used for public services, such as childcare, recreation and education programs; however, only 15% of the awarded annual allocation may be designated for public services, or a maximum of \$23,400 for FY 2023/24 based on the total amount of \$156,000 anticipated to be distributed to the City. The County EDA has a minimum funding requirement of \$10,000 for this category. The Boys and Girls Club requested \$23,400 for FY 2023/24.

Public Improvements

CDBG funding can be used for public improvements, which include construction, reconstruction, rehabilitation, and accessibility improvements. Public improvement funds can be used for facilities and improvements that are publicly owned or owned by a non-profit agency open to the public. These funds must be used for improvements that benefit low- and moderate-income individuals or neighborhoods. Based on the County's guidelines for allocation of funds, 85% of the awarded annual allocation may be designated for public/capital improvements, or a maximum of \$132,600 for FY 2023/24 based on the total amount anticipated to be distributed to the City.

CDBG Applications

The City received four applications for CDBG funding (Attachment 1) – The Boys and Girls Club of the Coachella Valley, Desert Ability Center, and Neuro Vitality Center and Foundation submitted a public service application; and the City's Engineering Services Division submitted a public improvement-funding request.

Staff recommends awarding the anticipated public service funds of \$23,400 to the Boys and Girls Club; and \$132,600 to the City's Engineering Services division. The Boys and Girls Club funding will benefit 23 children who attend;

the public improvement request will fund American with Disabilities Act (ADA) improvements at City facilities that benefit individuals with disabilities and those who have low and moderate income.

Agency and Public Review

A request for applications and notice of funding availability was posted to the City's website on August 24, 2022. A public notice was published in *The Desert Sun* on October 14, 2022, announcing the availability of funds and the public hearing date.

ALTERNATIVES

Council may allocate funds to an alternate single applicant in each category, or an alternate combination of applicants and funding amounts in each category. Council could elect to not approve the recommended community development needs/CDBG funding priorities or modify the proposed needs/funding priorities list.

Prepared by: Carley Escarrega, Management Assistant
Approved by: Bryan McKinney, Public Works Director/City Engineer

Attachment: 1. Fiscal Year 2023/24 CDBG Summary of Applications

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RESOLUTION NO. 2022 - XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ADOPTING PROPOSALS, AUTHORIZING THE CITY MANAGER TO SUBMIT APPLICATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE SUPPLEMENTAL AGREEMENT FOR FISCAL YEAR 2023/2024

WHEREAS, The City of La Quinta (City) is a participating jurisdiction in the Riverside County Economic Development Agency Community Development Block Grant Program, and

WHEREAS, the City and County of Riverside (County) cooperatively administer the Community Development Block Grant (CDBG) program under the provision of the Cooperative Agreement executed between the City and County, and under applicable U.S. Department of Housing and Urban Development rules; and

WHEREAS, the Public Works Department published a public hearing notice in The Desert Sun newspaper on October 14, 2022, announcing the public hearing date, availability of funds, and requesting proposals; and

WHEREAS, pursuant to said agreement, the City Council held a public hearing on November 1, 2022, to consider public comments on community needs and the use of such funds; and

WHEREAS, the CDBG Funds for Fiscal Year 2023/2024 is estimated to be approximately \$156,000 to begin July 1, 2023; and

WHEREAS, the City must submit project applications to the Riverside County Economic Development Agency; and

WHEREAS, merits of all proposals were openly discussed and considered; and

WHEREAS, by a majority vote of the City Council of the City of La Quinta, California, the following proposal(s), or reprogramming(s), were selected:

Resolution No. 2022 – XXX
CDBG Funds and Priorities for Fiscal Year 2023/2024
Adopted: November 1, 2022
Page 2 of 3

<u>PROJECT NAME</u>	<u>SPONSOR</u>	<u>AMOUNT</u>
Miscellaneous ADA Improvements	City of La Quinta	\$132,600
Fee Waiver/Reduction Program	Coachella Valley Boys and Girls Club La Quinta Unit	\$ 23,400
	TOTAL:	\$156,000

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

SECTION 1. That the City of La Quinta hereby selects the above-named projects, for use of Community Development Block Grant funds.

SECTION 2. That the City Council hereby directs the City Manager to prepare and submit the designated applications to the Riverside County Economic Development Agency in a timely manner proposing the named use of funds.

SECTION 3. That the City Council hereby authorizes the City Manager to approve and execute the 2023/24 Supplemental Agreement between the Riverside County Economic Development Agency and the City.

SECTION 4. That the City Council hereby authorizes the City Manager to execute any and all necessary documents and other agreements to consummate all activities in this resolution.

SECTION 5. If there is shortfall in funding, the City Council directs the City Manager to request the County of Riverside to increase the City’s public service cap in order to fully fund public service approved applications.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 1st day of November 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2022 – XXX
CDBG Funds and Priorities for Fiscal Year 2023/2024
Adopted: November 1, 2022
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

[CLICK HERE to Return to Agenda](#)

CITY OF LA QUINTA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 2023/2024 SUMMARY OF APPLICATIONS RECEIVED

Public Service Applications

THE BOYS AND GIRLS CLUBS OF THE COACHELLA VALLEY - LA QUINTA UNIT:

- The Boys and Girls Club of the Coachella Valley was founded in 1966.
- After school program has been provided in the City of La Quinta since 1994.
- The fee waiver/reduction program has been funded by the City of La Quinta with CDBG funds for the past 20 years.

Funds Requested/Service Provided:

- Requesting \$23,400 for fee waiver/reduction program to provide scholarships benefiting extremely low-, very low-, low-, and moderate-income children.
- \$23,400 will enable 23 qualifying children to take advantage of the Club's services and programs.

DESERT ABILITY CENTER:

- The Desert Ability Center was founded in 2016.
- Serves Coachella Valley children, youth, adults and veterans with physical disabilities.

Funds Requested/Service Provided:

- Requesting \$15,000 for support of the development of a sled hockey program in partnership with the Acrisure Arena.
- This is a new program with the opening of the new Arena and will be launched in October 2023.
- CDBG funds will allow them to have all necessary equipment

NEURO VITALITY CENTER AND FOUNDATION:

- The Neuro Vitality Center and Foundation was founded in 1979.
- New program, Desert Memory Club, would service up to 24 clients throughout the Coachella Valley with memory issues from Dementia and Alzheimer's Disease.

Funds Requested/Service Provided:

- Requesting \$80,885.87 for support in expanding their capacity for care of clients in the Desert Memory Club program.
- This is a new program that will be launched in November 2022.
- CDBG funds will allow them to construct restroom facilities, which could double their capacity.

Public Improvement Applications

CITY OF LA QUINTA:

Project Summary:

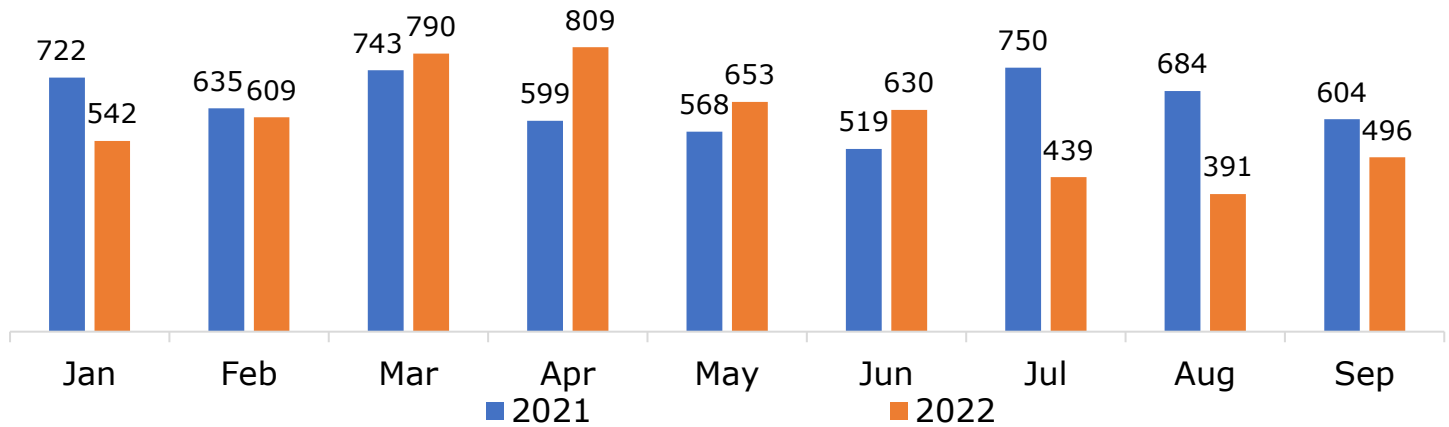
- The City of La Quinta Public Works Department submitted an application requesting \$132,600 of CDBG funding for Americans with Disabilities Act (ADA) improvements at various City owned public parks and public facilities.
- Project will correct ADA deficiencies at various City owned public parks and facilities throughout the City of La Quinta.
- The ADA improvements at various City owned facilities throughout the City will promote easier accessibility for individuals with disabilities.
- The improvements are based upon an ADA Transition Plan Report previously completed by the City.
- Funding will allow for design, construction, inspection, and testing costs associated with ADA improvements.

COMMUNITY RESOURCES PERIODIC REPORT

In response to local declaration and other State and County orders, the department shifted roles to provide COVID-19 related Public Safety and Social Service needs.

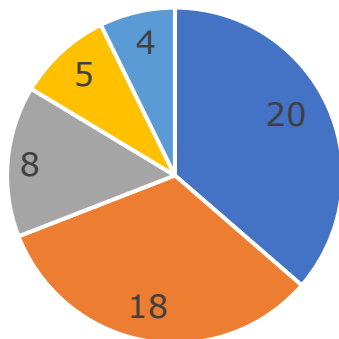
Code Compliance / Animal Control July 1 – September 30, 2022

Site Inspections*



*Site inspections are required to confirm violations and regular code complaints (e.g., trash containers, landscaping, property maintenance issues, etc.).

Administrative Citations



- Property Maintenance
- STVRs
- Vehicle Issues
- Building Code
- Animal Control

Hearing Types

- 18 Administrative Hearings
- 1 Suspension Appeal Hearing
- 1 Administrative Appeal Superior Court

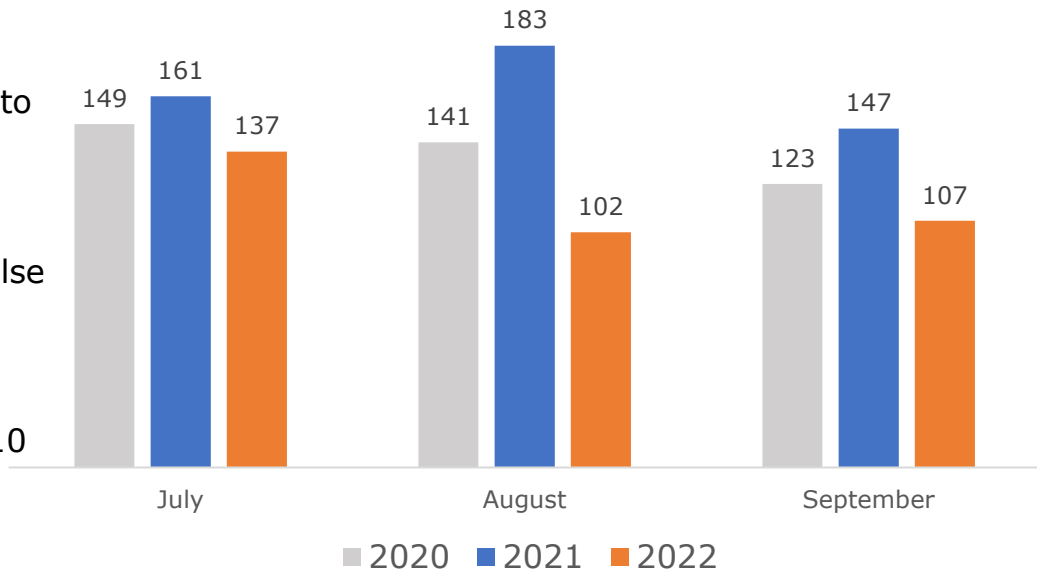
Quarter Highlights:

Three specific STVR cases resulted in the collection of \$115,805.00 this quarter. The monies collected were for fines, underreported TOT, and cost recovery. All three properties are now in compliance.

Two properties owned by the same person were reported by an observant neighbor. One house was being advertised as located in a neighboring City to avoid the requirement to have an active STVR permit for short term bookings on the platform. This is something STVR vendors do not identify. The third property had been operating and advertising with a fraudulent STVR permit number so they could complete bookings on the platform.

False Alarms

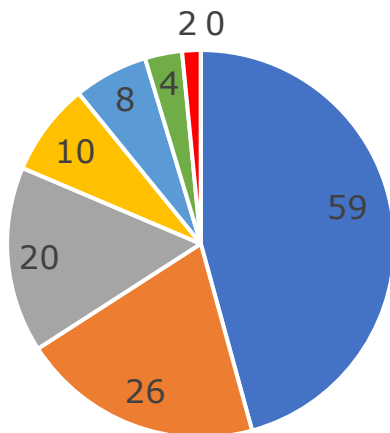
- \$137,876 in fees collected to date
- City Staff outreach to businesses with multiple false alarms.
- Businesses with excessive false alarms this quarter: 10
Prior quarter: 7



A false alarm means the activation of a security alarm system necessitating response by peace officers when an emergency does not exist. A service fee is due to the city after an excessive number of false alarms (defined as three or more false alarms) within a one (1)-year period have been received from a particular business, residence or property.

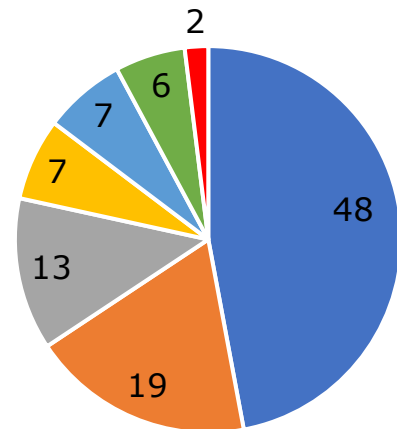
Animal Control Update

Impounds



- Stray
- Stray-Dead
- Foster Return
- Owner Surrendered
- Adoption Return
- Stray-Known Wait
- Dispo Requested
- Confiscated

Outcomes



- Adoption
- Transfer Adoption Partner
- Euthanized Untreatable
- In Foster Home
- Return to Owner
- RCDAS Community Cat Program
- Euthanized Treatable

Riverside County Animal Services

Department of Animal Services continues to operate on appointment-only system. In the event of a pet emergency, animal control question, or if you are interested in adopting, fostering or rescuing, please call 951-358-7387. Potential adopters, fosters, or resources can also send an email to shelterinfo@rivco.org or visit their website at: <https://www.rcdas.org/>.

Social Services & Community Programs July 1 – September 30, 2022

FIND Food Distribution & Wellness Center



- Distributed 34,106 pounds of food (food packages/boxes of dry goods and produce) to 1,040 persons at Coral Mountain, Hadley Villas, Vista Dunes, Washington Street Apartments, and Wolff Waters; FIND provided mobile pantries for food distribution five times per month at La Quinta High School and La Quinta Community Fitness Center & Park.
- Desert Recreation District (DRD) served 2,152 participants (1,779 for open swim and swim lessons; 373 classes) at Fritz Burns Pool programs including Aqua Fit, Water Aerobics, Senior Splash, and the Mermaid Splash Party event.
- Wellness Center provided fitness & recreation programs to 6,446 participants/fitness members (6,076 fitness gym participants; 370 program participants for Yoga, Tai Chi, Ballroom Dance, Social Bridge, Mah Jongg, Ukulele, and Quilting for Good Times). Social service offerings such as the Riverside County Cool Center and Curative COVID-19 testing were available to the public.
- Youth sports programs had 13,200 total participants (players, spectators, coaches) for AYSO (soccer - 7,800), Friday Night Lights (flag football - 3,025), and La Quinta Youth Sports Association (baseball - 2,375). Practices and league games are held at La Quinta Park, Colonel Mitchell Paige Middle School, and the La Quinta Sports Complex.
- *Open Court Time* basketball and volleyball programs, a City of La Quinta's partnership with Desert Recreation District, had a total of 476 participants at the La Quinta Boys & Girls Club Gym.



Library/Creation Station Makerspace July 1 – September 30, 2022



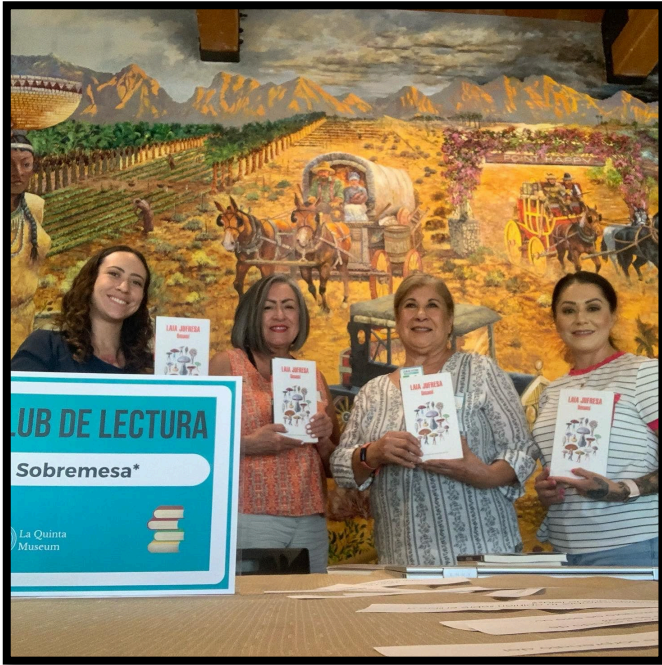
- Attendance: 16,100+ persons visited and participated in various programs.
- Events: Summer Reading Program "Take-n-Make Postcards from Camp", Tween/Teen Comic Celebration, and Library Card Sign-Up Month.
- Programs: Baby/Toddler/Preschool Storytimes; Tween Doggy Tales (partnership with Animal Samaritans/Animal Companion Therapy Program); Sensory Hour; SOS: Something on Saturday Family Programming; Super Sleuths; Impulse Affirmation; Teen Game Night; Graphic Novel Club; Read the World; Readers Club; and Page Turners Book Club.



- Attendance: 1,200+ people participated in various programs/services.
- Memberships: 14 new memberships; 41 active memberships.
- Programs: MakerCraft, Friction Kitchen, Paint with Michele, MakerSpace Camps, Summer Reading Program Crafts, and partnerships/collaborations with Coachella Library, La Quinta Library, and La Quinta Museum.

Museum

July 1 – September 30, 2022



- Attendance: 1,100+ visitors/participants.
- Exhibits: The Ranges Between: Lincoln's Scout, Making a City, and Yosemite People.
- Events: ABI Bird Show, Magic at the Museum, and Senior Group Tour.
- Programs: Good Reads in the Gallery and La Sobremesa Book Clubs, STITCH Fiber Arts Club, TED Talk Discussion, Take a Break with Huell, Genealogy Club and Sketchbook Journaling.



Community Events

Cpl. Hunter Lopez Vigil @ Civic Center Campus



- A vigil was held on Friday, August 26 to honor and pay tribute to Cpl. Hunter Lopez.
- Various colors of light sabers were used to symbolize candlelight.
- Special music selections provided by Sgt. Bryan Whitley, Riverside County Sheriff's Department; Natasha Terrell, La Quinta High School student, sang the National Anthem.
- Participation from City of La Quinta and City of Indio, Riverside County Sheriff's Department, La Quinta High School ROTC, Desert Sands Educational Foundation, Hunter Lopez Memorial Scholarship Fund, and Chief Deputy Herman Lopez & Deputy Alicia Lopez family, friends, and colleagues.

Community Events

9/11 Candlelight Vigil



- The September 11th Candlelight Vigil was held at Civic Center Campus; approximately 100+ persons in attendance.
- City Council and representatives from Riverside County Fire and Sheriff's departments provided honoring remarks and moments of reflection.
- Honored the 13 military services members who perished in the Kabul Airport attack in Afghanistan on August 26, 2021.
- Musical performances provided by La Quinta High School Blackhawk Brigade and Doug Hassett.

Community Events

Concert in the Park @ SilverRock Park



- Sean O'Liou & The Coastline Cowboys performed on Saturday, September 24.
- Approximately 400+ persons in attendance.
- City staff provided information and giveaways and food trucks were available to participants.

Community Events

Pillars of the Community, Distinguished Artists & Distinguished Athletes Recognition Ceremony 2022



- A recognition ceremony was held on Thursday, September 22 for three notable award categories.
- Karen Devine and Victory Grund, SIA recipient for 2022, were recognized as a Pillars of the Community.
- Jason & Nicole McQuaid were recognized as Distinguished Artists for their artistry in handblown glass making.
- Brandun Lee, pro boxer, and Emmi Von Scheer, La Quinta High School graduate and Cross Country, Water Polo, and Swim competitor, were recognized as Distinguished Athletes for their athletic contributions.

X Park

July 1 – September 30, 2022



- Attendance: 3,959 residents and 1,700 non-residents used the park this quarter.
- Total Memberships: 112 memberships sold (67 resident and 45 non-resident).

Public Works/Engineering Quarterly Report

July 1, 2022 - September 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 Service

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 July, August, and September 2022:

CIP PROJECTS - IN DESIGN

La Quinta Land scape Improvements Cactus Flower Development

Design is underway on the last development for the La Quinta Landscape Improvement Project. This final piece to the overall project is expected to begin construction immediately following the Desert Club, Sierra Del Rey, and Marbella developments completion in spring 2023.

Fritz Burns Park Improvements



A draft master plan and cost estimates have been prepared for the Fritz Burns Park Improvements Project. Staff is currently soliciting feedback through a community survey to identify the needs and priorities of the La Quinta Community.

Dune Palms Road Bridge

Construction is preparing to begin on the Dune Palms Road Bridge in January 2023. A Public outreach plan is being prepared and outreach will begin prior to the start of construction.

Road Improvements

There are nine road improvement projects that will be constructed between December 2022 and Fall 2023. Projects with similar improvements and timelines have been combined to be constructed at the same time in order to minimize traffic impacts and reduce costs.

City of La Quinta Upcoming Road Improvement Projects

DECEMBER 2022

JEFFERSON STREET AT HIGHWAY 111

In collaboration with the City of Indio, roadway rehabilitation improvements at the intersection of Highway 111 and Jefferson Street will begin after Ironman.

DECEMBER 2022

MOON RIVER DRIVE PAVEMENT REHABILITATION

Rehabilitation of the roadway on Moon River Drive to the DSUSD right of way will be completed during the school winter break.

FEBRUARY/MARCH 2023

JEFFERSON STREET SLURRY SEAL IMPROVEMENTS

In collaboration with the City of Indio, a slurry seal of the entire La Quinta limits of Jefferson Street will be completed in Spring 2023.



FEBRUARY 2023

AVENUE 50 & AVENUE 52 PAVEMENT REHABILITATION

Prior to the festival season, rehabilitation of both Avenue 50 between Washington Street and Eisenhower Drive, and Avenue 52 between Madison Street and Monroe Street will be completed.

MAY 2023

FRED WARING DRIVE PAVEMENT REHABILITATION

Rehabilitation of Fred Waring Drive between Washington Street and Adams Street will be completed in Summer of 2023.

MAY/JUNE 2023

PMP SLURRY SEAL IMPROVEMENTS

As part of the 5-Year Pavement Management Plan, slurry seal in the core and Village areas will be completed in May/June 2023

FALL 2023

DUNE PALMS ROAD PAVEMENT REHABILITATION

In Spring 2023, rehabilitation of Dune Palms Road between Fred Waring Drive and Miles Avenue will be completed.

CIP PROJECTS - IN PROGRESS

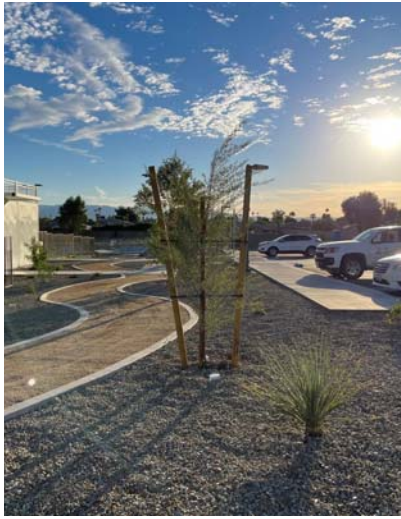
Jefferson Street and Avenue 53 Roundabout



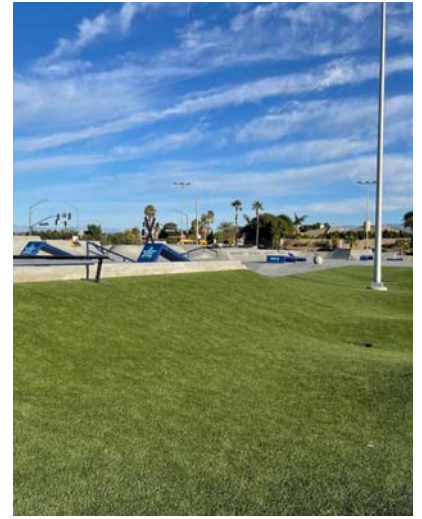
The contractor has formed and poured the concrete curb, gutter, ramp, and sidewalk. Currently grading for landscaping and new sidewalks; placing layout for landscaping and rock way inside the roundabout; and installing and testing streetlights.



X Park Landscaping



The contractor is nearly complete and is working on touch up items. They have installed landscape and irrigation at the newly constructed X park, located at the southeast corner of Dune Palms Road and Westward Ho Drive.



CIP PROJECTS - COMPLETED

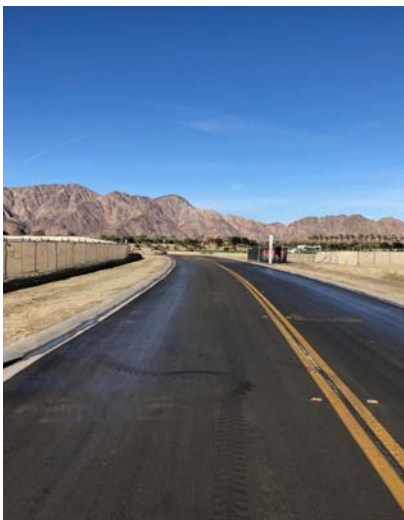
La Quinta Landscape Renovation Improvements - Topaz



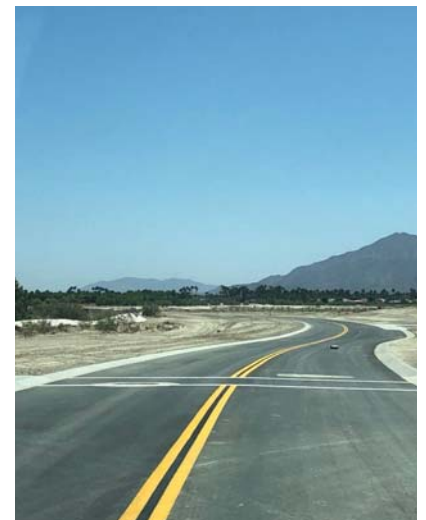
Turf has been replaced with drought tolerant landscaping and irrigation along the parkway and retention basin in North La Quinta at the Topaz Development located at the southwest corner of Dune Palms Road and Miles Avenue.



SilverRock Way Street Improvements



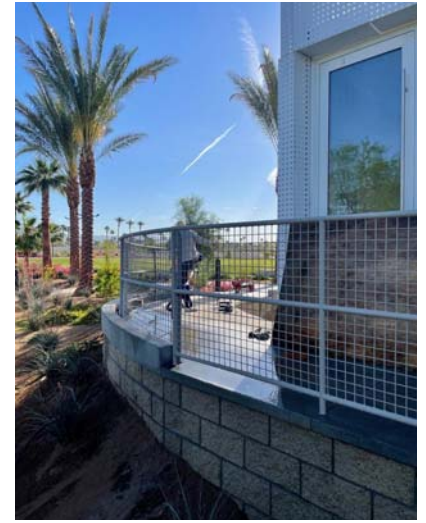
SilverRock Way has been re-aligned through the SilverRock Resort Property. Contractor completed paving and drainage improvements, conduit installation, construction of a water line, sewer line, curb and gutter, and sidewalk/cart path.



SilverRock Retention Basin Soil Stabilization



The Contractor completed clearing and grubbing along the retention basin, irrigation, and landscaping installation of soil stabilizer; and the installation of decomposed granite to the parking lot and guard rail installation at Alongi ramp and drainage structure.



Public Works Development

Engineering assistance and project review during July, August, September 2022:

Project Reviews Completed

PERIOD	2022	2021	Percentage Change From Last Year
July	61	57	7% ▲
August	40	87	54% ▼
September	59	56	5% ▲
Year to Date	507	523	3% ▼

Permits Issued

PERIOD	2022	2021	Percentage Change From Last Year
July	13	19	32% ▼
August	10	13	23% ▼
September	7	17	59% ▼
Year to Date	130	129	.8% ▲

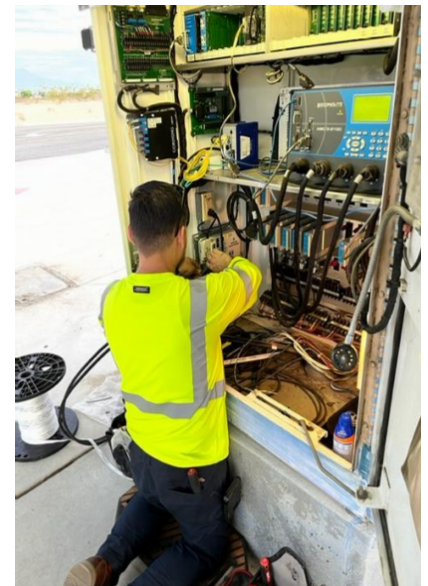
Traffic

The traffic operations team completed 104 citizen request work orders, 29 preventative maintenance work orders, and 22 emergency on call work orders.

All field equipment and components for the Coachella Valley Association of Governments Coachella Valley (CV) Sync project have been installed in La Quinta. The re-wire of Highway 111 and Washington is complete, as well as the new signal cabinet and re-wire of Washington and Channel Drive. Work on the CV Link ramp has begun at Washington and Channel Drive. The video wall installation is complete in the traffic office. Integration of software and connecting field components is ongoing with an estimated completion date of November 3, 2022.

La Quinta Art Celebration banners have been installed in Old Town La Quinta.

Traffic control plans are nearly complete for the BNP Paribas Tennis Tournament for March 2023.



Parks and Lighting & Landscape

The City worked with the Make-a-Wish Foundation to install a handicap swing and staff restriped the parking lot at the La Quinta Park.



A new playground and safety fill was installed at Seasons Park.



Staff leveled the infield at the La Quinta Sports Complex.



Landscape was refreshed at the La Quinta Museum.

A dedicated space for a sand bag station was created at Fire Station 93 on Adams Street.



Facilities

The facilities team completed multiple office remodels throughout City Hall to include City Manager's office, City Clerk's office, and the Hub.

250 work orders, including but not limited to: HVAC maintenance, facilities paint, preventative maintenance, facilities enhancements, and personnel requests.



Before



After



Before



After



Before



After

Public Works Street Maintenance

187 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



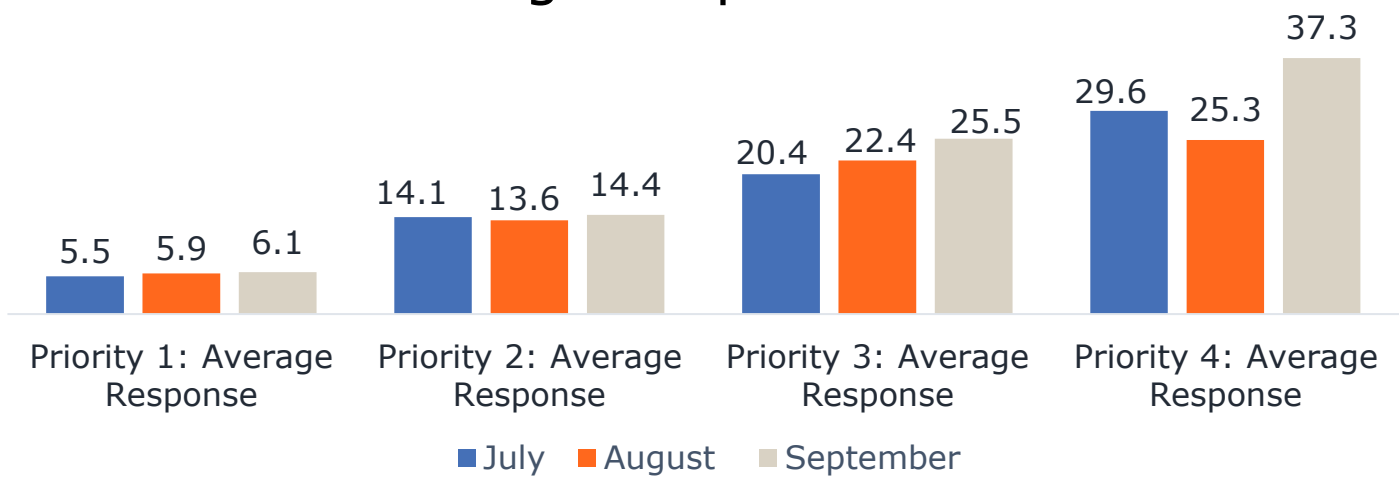


LA QUINTA SHERIFF'S STATION QUARTERLY REPORT

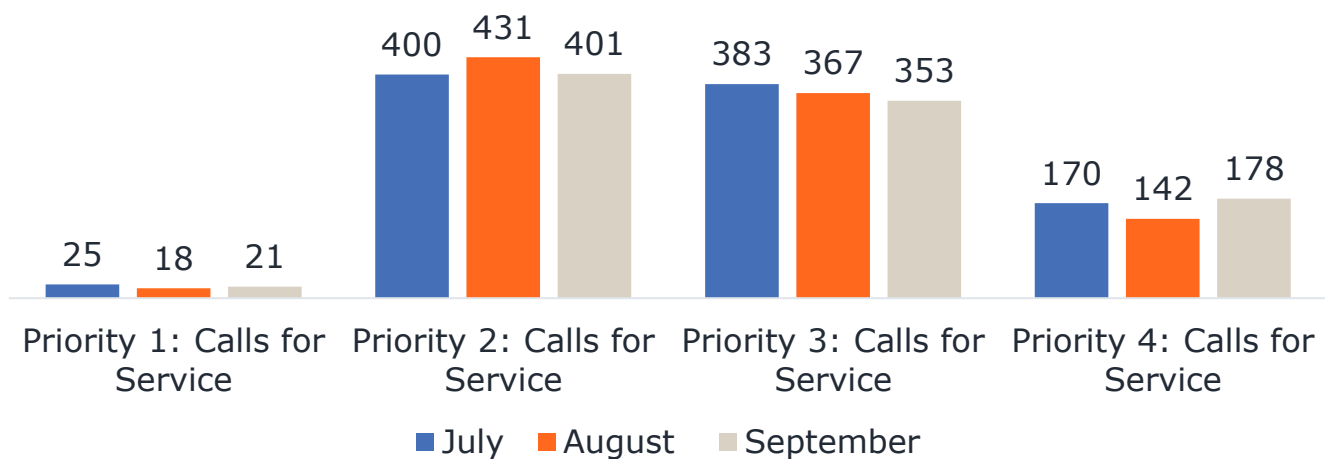
July 1, 2022 – September 30, 2022

Statistics

Average Response Time



Number of Calls for Service



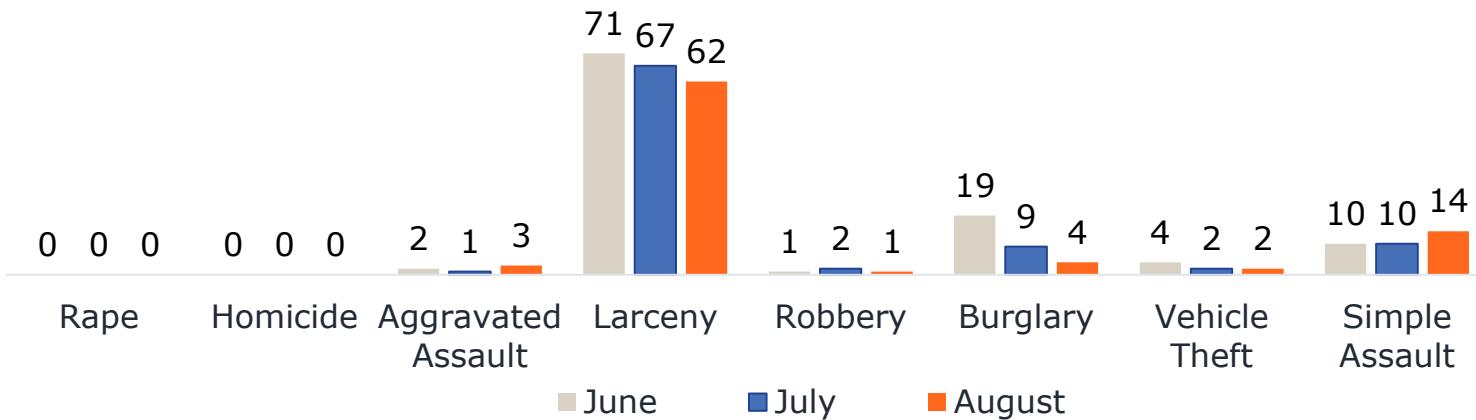
Priority 1 – Involve circumstances that pose a clearly defined threat to human life or property;

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

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

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

Crime Statistics



Actions by Teams:

Special Enforcement Team & Business District

- Actions: 339
- Property Recovered: \$22,350.00
- Narcotics Seized: Meth 4.0 g, and M30 Oxycodone Pills: 1

Traffic Team

- Actions: 756

Community Service Officers & Crime Prevention Specialists

- Actions: 1,065

School Resource Officers

- Actions: 75

Narcotics Task Force

- Actions in La Quinta: 40
- Narcotics Seized: Meth 10.26 lbs, Cocaine 2.75 lbs, Fentanyl Powder 13.2 lbs, and Heroin .5 oz
- Recovered Firearms: 2

Gang Task Force

- Actions in La Quinta: 21
- Recovered Firearms: 0
- Narcotics Seized: Meth 3.1g, and Fentanyl Pills 1

Citizens on Patrol

- Actions: 5
- Hours Donated: 590.75 hours

Public Safety Camera System Statistics

Public Safety Camera System (PSCS) went live on September 20, 2021, since then, La Quinta Sheriff’s Department (LQSD) and city staff have been using the system to monitor city property, traffic accidents, traffic flow, police investigations and managing special events.

System Statistics:

- Record Request to date: 40 (8 this quarter)
- Videos exported related to police investigations: 111
- Special events managed:
 - Construction on Avenue 52 and Washington
 - Granite Gas line installation
- No businesses have opted out of the PSCS.

An annual PSCS performance report will be provided to Council by the end of 2022.

FIRE DEPARTMENT QUARTERLY REPORT

July 1, 2022– September 30, 2022

Incident Response Activity

Incident Type	#
Medical	885
False Alarm	100
Public Service Assistance	90
Traffic Collision	51
Standby	4
Other Fire	5
Residential Fire	4
Vehicle Fire	2
Rescue	4
Ringing Alarm	1
Other Miscellaneous	2
Hazardous Materials	1
Commercial Fire	1
Multi-Family Dwelling Fire	0
Wildland Fire	1
Incident Total In La Quinta	1,151

Average Enroute to On-Scene Time



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

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

Automatic Aid

LQ Resources Responding in LQ	1,055
LQ Resources Aiding Other Jurisdictions	668
Resources Aiding LQ	416

For this quarter, Truck 86 recorded 24 responses and Truck 33 had 8 responses in the City of La Quinta.

Fire Inspection Report

3rd Quarter Statistics – Office of the Fire Marshal:

- Development Plan Reviews – 165
- Planning Case Reviews – 12
- Construction inspections – 637 (91% increase from Q3 2021)
- Facility Inspections – 239

Plan Reviews:

- Major Development Plans – Troutdale Village, Pikes Peak Multi-use,
- Tenant Improvement Plans – Longhorn's, Desert Wine Shop, Jamba Juice, CA Bistro, Senior Daycare Center
- Master Home Fire Sprinkler Plans – Bella, The Centre, Palo Verde, Point Happy, Stone Creek Ranch
- Special Event – Ironman, Alpha Win Triathlon, State of the City - Fireworks

Construction Inspections:

- Tenant Improvements – Lowe's, Amazon Fresh, Target, Jamba Juice,
- Tract Home Development Inspections – Andalusia, Carmela, Signature, Coral Mountain @ PGA, Stone Creek Ranch, Jewel @ PGA, Capistrano, Bella & Rancho Santana.
- Custom Home Development Inspections – Madison Club, Hideaway, Traditions, Quarry, Cove Community.

Facility Inspections:

- State Fire Marshal Mandated Annual Inspections: Fire Systems Inspector Leilani Rojas continues to work on the follow-up inspections for the non-compliant facilities and seeks reasonable compliance.
- Fire Code Complaint Inspections were conducted on the following facilities: Broken Yolk Café, Mountain Dunes Clubhouse, Acuity Eye Group, Aldi, Wolf Waters

Significant Incident Report

On 7/21/2022, CAL FIRE/Riverside County Firefighters were dispatched to a reported outside fire with threat in the area of Avenue 58 x Madison. First arriving Engine Company reported a large 50 x 30' pile of mulch well involved in the maintenance lot of a Country Club. After approximately 3 hours, firefighters were able to fully extinguish the large pile of mulch. There were no reported injuries to either civilian or firefighters.

On 7/31/2022, CAL FIRE/Riverside County Firefighters were dispatched to a residential fire located at the 79100 block of Ashley Place. First arriving Engine reported a residence with heavy smoke coming from the front door of the home. Firefighters were able to contain the fire to the Kitchen. All occupants were safely out of the residence and Red Cross was contacted to assist the family. There were no reported injuries to civilians or firefighters.

On 8/7/2022, CAL FIRE/Riverside County Fire Department was dispatched to an inaccessible rescue on the Cove To Lake Trail. The patient was 1/2 mile from Lake Cahuilla suffering from dehydration. A successful hoist rescue was performed by Rescue 9 and the patient was offloaded to awaiting fire personnel who then assessed and transported to an awaiting ambulance where the patient denied medical transportation to a hospital. The patient suffered minor dehydration.

On 8/13/2022, CAL FIRE/Riverside County Firefighters were dispatched to a reported traffic collision with extrication on Hwy 111 and Washington Street. First arriving Engine Company reported a traffic accident involving 3 vehicles at the location listed above. All 4 occupants of the vehicles had moderate injuries and were transported to Desert Regional Medical Center.

On 8/15/2022, CAL Fire/Riverside County Fire Department responded to a report of commercial structure fire at the 78000 block of Highway 111. Upon arrival, fire staff indicated that there was no fire but a CO2 leak from a broken refrigeration line above the walk-in cooler of the business. Riverside County Environmental Health was called to the incident and air monitoring occurred by on scene crews. The leak was quickly isolated, and the business was ventilated. There were no civilian or firefighter injuries.

On 8/22/2022, CAL FIRE/Riverside County Fire Department responded to a residential fire at the 53200 block of Avenida Martinez. The first arriving fire engine reported a well-established fire to the rear of the property with power lines down. Hose lines were deployed to protect additional residences and keep the fire to the original structure. Suppression efforts were hampered due to downed power lines. The fire extended into additional residents to the north and south of the original fire. RSO was also summonsed to the incident to assist with evacuation of additional homes in the area. Once the power lines were de-energized, fire crews were able surround and contain the fire to the original home and 2 additional. There were no civilian injuries; however, 2 firefighters suffered moderate injuries and were transported to local area hospitals for evaluation.

On 9/12/2022, CAL FIRE/Riverside County Fire Department resources were dispatched to a single-family fire at the 54500 block of Alysheba Drive. The first unit reported smoke coming from the roof of the residence. The fire was contained to the garage, attic, and courtyard. The fire displaced three adults that denied the need for Red Cross assistance. The City of La Quinta Building Department red tagged the building after it was evaluated. There were no civilian injuries, but two firefighters sustained moderate injuries. Both firefighters were transported to the hospital where they were treated and released.

On 9/18/2022, CAL FIRE/Riverside County Fire Department responded to a multi-vehicle traffic collision at the intersection of Avenue 48 and Dune Palms. The first arriving fire engine reported a two-car traffic collision with major damage. There were a total of five patients injured with various degrees of injuries, two moderate and three minor patients. Four patients from one vehicle were transported to a local area hospital, the fifth patient was assessed and treated on scene and released to Riverside County Sheriff's. There was major damage to electrical and traffic control devices. IID and La Quinta Public Works were requested to the scene to secure the damaged equipment. No firefighters were injured on this incident.