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### CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER 78495 Calle Tampico, La Quinta

# REGULAR MEETING ON TUESDAY, FEBRUARY 7, 2023 3:30 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION

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

#### **CALL TO ORDER**

ROLL CALL: Councilmembers: Fitzpatrick, McGarrey, Peña, 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:

<u>WRITTEN PUBLIC COMMENTS</u> 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 <a href="CityClerkMail@LaQuintaCA.gov">CityClerkMail@LaQuintaCA.gov</a>, 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.

<u>VERBAL PUBLIC COMMENTS</u> 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 § 7920.000 et seq.].

#### **TELECONFERENCE ACCESSIBILITY - INSTRUCTIONS**

Teleconference accessibility may be triggered in accordance with AB 2449 (Stats. 2022, Ch. 285), codified in the Brown Act [Government Code § 54953], if a member of the City Council requests to attend and participate in this meeting remotely due to "just cause" or "emergency circumstances," as defined, and only if the request is approved. In such instances, remote public accessibility and participation will be facilitated via Zoom Webinar as detailed at the end of this Agenda.

#### 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**

 SEMI-ANNUAL PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY MANAGER

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. RIVERSIDE COUNTY TRANSPORTATION COMMITTEE COACHELLA VALLEY RAIL UPDATE – PRESENTATION BY DEPUTY EXECUTIVE DIRECTOR AARON HAKE

#### **CONSENT CALENDAR**

NOTE: Consent Calendar items are routine in nature and can be approved by one motion. **PAGE** 1. APPROVE COUNCIL MEETING MINUTES OF JANUARY 17, 2023 15 2. APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE CITYWIDE MISCELLANEOUS AMERICANS WITH DISABILITIES ACT IMPROVEMENTS PROJECT NO. 2022-08 3. AWARD CONTRACT TO CALIFORNIA COMMERCIAL POOLS, INC., FOR LA 19 QUINTA PARK SPLASH PAD RENOVATION PROJECT NO. 2022-19 4. ACCEPT THE LA QUINTA LANDSCAPE IMPROVEMENTS PROJECT NO. 59 2016-03G, LOCATED AT THE LA QUINTA X-PARK, ON THE SOUTH SIDE OF WESTWARD HO DRIVE AND EAST SIDE OF DUNE PALMS ROAD 5. ACCEPT JEFFERSON STREET AT AVENUE 53 ROUNDABOUT PROJECT NO. 63 2017-09, LOCATED AT THE INTERSECTION OF JEFFERSON STREET, SILVERROCK WAY AND HIDEAWAY ENTRANCE ACCEPT WASHINGTON STREET AT AVENUE 50 AND CALLE TAMPICO 67 6. SIDEWALK AND AMERICAN WITH DISABILITIES ACT IMPROVEMENTS PROJECT NO. 2019-23, LOCATED AT THE NORTHWEST CORNER OF WASHINGTON STREET AND AVENUE 50 AND THE SOUTHSIDE OF CALLE TAMPICO FROM CALLE OBISPO TO WASHINGTON STREET 71 7. AUTHORIZE OVERNIGHT TRAVEL FOR DEPUTY CITY CLERK TO ATTEND CITY CLERKS' ASSOCIATION OF CALIFORNIA TECHNICAL TRAINING FOR

CLERKS SERIES 100 IN RIVERSIDE, CALIFORNIA, MARCH 13-17, 2023

8.	AUTHORIZE OVERNIGHT TRAVEL FOR THREE PLANNING COMMISSIONERS AND ONE PLANNING STAFF MEMBER TO ATTEND THE ANNUAL LEAGUE OF CALIFORNIA CITIES PLANNING COMMISSIONERS ACADEMY IN GARDEN GROVE, CALIFORNIA, MARCH 29 – 31, 2023	73
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#### <u>ADJOURNMENT</u>

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The next regular meeting of the City Council will be held on February 21, 2023, 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 La Quinta Cove Post Office at 51321 Avenida Bermudas, on February 3, 2023.

DATED: February 3, 2023

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.

## \*\*\* TELECONFERENCE PROCEDURES – PURSUANT TO AB 2449\*\*\* APPLICABLE ONLY WHEN TELECONFERENCE ACCESSIBILITY IS IN EFFECT

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

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

**ZOOM LINK:** <u>https://us06web.zoom.us/j/82540879912</u>

Meeting ID: 825 4087 9912 Or join by phone: (253) 215 – 8782

Written public comments – can be provided in person during the meeting or emailed to the City Clerk's Office at <a href="CityClerkMail@LaQuintaCA.gov">Clerk's Office at CityClerkMail@LaQuintaCA.gov</a> any time prior to the adjournment of the meeting, and will be distributed to the City Council, made public, incorporated into the public record of the meeting, and will not be read during the meeting unless, upon the request of the Mayor, a brief summary of any public comment is asked to be read, to the extent the City Clerk's Office can accommodate such request.



# CITY COUNCIL MINUTES TUESDAY, JANUARY 17, 2023

#### **CALL TO ORDER**

A regular meeting of the La Quinta City Council was called to order at 4:00 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, McGarrey, Peña, Sanchez, Mayor Evans

ABSENT: None

#### **PLEDGE OF ALLEGIANCE**

Councilmember McGarrey led the audience in the Pledge of Allegiance.

#### **CONFIRMATION OF AGENDA**

Councilmember McGarrey said she will recuse herself from discussion and vote on Consent Calendar Item No. 9 due to a potential conflict of interest stemming from a business relationship, i.e., her employer, Southern California Gas Company, is listed on the Demand Register, and requested that it be pulled for a separate vote. Council concurred.

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

<u>PUBLIC SPEAKER</u>: Robert Visconti, Regional Affairs Manager, Southern California Gas Company – spoke about the increase in gas rates anticipated in January, and payment assistance programs available.

#### **PUBLIC SPEAKERS:**

- Diana Soto, Interim CEO of the Coachella Valley Chamber of Commerce (additional time donated by Jeff Fishbein) provided an update on Chamber activities, events, and data.
- Andrea Carter, Editor of The Gem provided an update on improvements to The GEM magazine and appealed for community stories.
- Jeff Fishbein, Chair of La Quinta Business District Board of the Chamber of Commerce – announced the 2023 La Quinta Car Show event will be held on Saturday, February 25, 2023, at the La Quinta Community Park, from 9 a.m. to 3 p.m.

<u>PUBLIC SPEAKER</u>: Philip Bettencourt, La Quinta – thanked Council for the Coachella Valley Multiple Species Habitation Conservation Plan Property Tour facilitated by the Coachella Valley Conservation Commission on January 12, 2023.

<u>PUBLIC SPEAKER</u>: Lee Osborne, La Quinta – spoke about the upcoming Imperial Irrigation District Energy Consumers Advisory Committee meeting that will address summer energy cost assistance; thanked Council for completing the X-Park in north La Quinta. Council presented former Councilmember Osborne with a plaque commemorating his long-term advocacy of the X-Park project.

#### ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

# 1. INTRODUCE RIVERSIDE COUNTY FIRE DEPARTMENT BATTALION CHIEF JUSTIN KARP

Mayor Evans provided Chief Karp's professional background. Riverside County Fire Division Chief Bryan White introduced Chief Karp who was recently promoted to Battalion Chief; Mr. Karp gave a brief presentation about his training, qualifications, and experience, and said he is excited to serve La Quinta

#### 2. TALUS - PROJECT STATUS UPDATE

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

Council discussed project financing; Montage and Pendry hotels continued evolvement; controlling rumors; keeping community informed of progress and holdups; engineering reviews for quality; EB5 financing; keeping staff of Landmark Golf Management informed, so they can respond to residents' questions; outreach through homeowners' associations, builders' association, realtors' association, Chamber, etc.; leveling off of construction material costs; need for increased support from unions; no decrease in demands for Talus level housing; hospitality surging; Council's versus developer's responsibilities; keeping Council updated on loans; future phases on hold until current work is done; timing on the closing of the golf club house; and future updates to focus on schedule and financing.

<u>WRITTEN PUBLIC COMMENTS</u> were received from La Quinta resident Robert Radi regarding the financing of the Talus project; the comments were distributed to Council, made public, published on the City's website, and included in the public record of this meeting.

5. Taken out of Agenda order >>> RECOGNITION OF EAGLE SCOUT MICHAEL FLICKER

Mayor Evans provided background on Michael Flicker's community contributions, and accomplishments. Council awarded Michael Flicker a Certificate of Achievement. Michael Flicker explained his plant propagation Eagle project at The Living Desert, and his future career plans.

3. DUNE PALMS BRIDGE PROJECT NO. 2011-05 - PUBLIC OUTREACH OVERVIEW PRESENTED BY ANDREA SUAREZ AND JESSICA SANCHEZ FROM CONNECT & COMPANY

Andrea Suarez, Public Relations Strategist and Founder of Connect & Company provided an overview of the project design; timing, start date January 30<sup>th</sup>, completion early 2025; costs; funding sources; community outreach plans; inclusion of Indian Springs community on the border in Indio; live cam of project; local office; and communications with the schools.

Council discussed dedicating the bridge to a notable citizen; and upcoming groundbreaking ceremony at the X-Park.

4. AMERICAN PUBLIC WORKS ASSOCIATION SOUTHERN CALIFORNIA CHAPTER – AWARDED THE 2022 PROJECT OF THE YEAR B.E.S.T. AWARD FOR RECREATIONAL AND ATHLETIC FACILITIES TO THE CITY OF LA QUINTA FOR THE X-PARK

Mayor Evans presented Public Works Director/City Engineer McKinney this prestigious award.

#### **CONSENT CALENDAR**

- 1. APPROVE COUNCIL MEETING MINUTES OF DECEMBER 20, 2022
- 2. AFFIRM RESOLUTION NO. 2021-035 FINDINGS RELATED TO THE STATE OF EMERGENCY DUE TO COVID-19 AUTHORIZING THE CITY MANAGER TO IMPLEMENT TELECONFERENCE ACCESSIBILITY ONLY WHEN A PUBLIC MEETING OF THE LEGISLATIVE BODY IS HELD VIRTUALLY PURSUANT TO ASSEMBLY BILL 361 (STATS. 2021, CH. 165)
- 3. ACCEPT LA QUINTA LANDSCAPE RENOVATION IMPROVEMENTS PROJECT NO. 2016-03F, LOCATED AT LA QUINTA TOPAZ DEVELOPMENT, ON THE SOUTH SIDE OF MILES AVENUE AND WEST SIDE OF DUNE PALMS ROAD
- 4. AWARD CONTRACT TO CHRISP COMPANY FOR THE CITYWIDE STRIPING REFRESH PROJECT NO. 2021-04

- 5. ACCEPT MOON RIVER DRIVE PAVEMENT REHABILITATION PROJECT NO. 2022-10, LOCATED ON MOON RIVER DRIVE FROM AVENUE 50 TO DESERT SANDS UNIFIED SCHOOL DISTRICT RIGHT OF WAY LIMITS
- 6. APPROVE AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES WITH SCOPE EVENTS LLC. TO CHANGE THE DATE OF THE NOVEMBER 2023 AND MARCH 2024 LA QUINTA ART CELEBRATION
- 7. APPROVE ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT MAP NO. 33085, POLO VILLAS, A RESIDENTIAL DEVELOPMENT LOCATED WEST OF MADISON STREET BETWEEN AVENUES 50 AND 52
- 8. APPROPRIATE MEASURE G FUNDS AND AWARD CONTRACT TO ACE ELECTRIC FOR THE SPORTS COMPLEX LIGHTING REPLACEMENT PROJECT NO. 2022-04
- 9. Pulled for a separate vote by Councilmember McGarrey >>> APPROVE DEMAND REGISTERS DATED DECEMBER 16 AND DECEMBER 30, 2022, AND JANUARY 6, 2023
- 10. RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED OCTOBER 31, 2022
- 11. RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED NOVEMBER 30, 2022

#### CONSENT CALENDAR ITEM NO. 8 COMMENTS:

Councilmember Fitzpatrick supports funding for this project and suggests that other aspects of the Sports Complex require upgrading, so recommends meetings with the school district and grant fund research be initiated.

Mayor Evans concurred and added that the same is needed for Colonel Mitchell Paige fields.

<u>MOTION</u> – A motion was made and seconded by Councilmembers Peña/Sanchez to approve the Consent Calendar Item Nos. 1-8 and 10-11 as recommended, with Item No. 2 reaffirming Resolution No. 2021-035. Motion passed unanimously.

#### CONSENT CALENDAR ITEM NO. 9

COUNCILMEMBER MCGARREY RECUSED HERSELF FROM DISCUSSION AND VOTE ON THIS ITEM DUE TO A POTENTIAL CONFLICT OF INTEREST STEMMING FROM A BUSINESS RELATIONSHIP <u>MOTION</u> – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to approve Consent Calendar Item No. 9 as recommended. Motion passed – ayes 4, noes, -0, abstain – 1 (McGarrey), absent – 0.

#### **BUSINESS SESSION**

## 1. INTERVIEW AND APPOINT A RESIDENT TO SERVE ON THE CITY'S PLANNING COMMISSION

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

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

City Clerk Radeva conducted a random draw to determine the order of applicant's interviews. The following applicants gave a brief presentation of their experience and qualifications:

- Ilya Bourim
- Harlin Cheatwood
- Dale O'Brien was not present
- Audrey Reed was not present
- Carol Berg
- Vincent Lopez
- Elisa Guerrero

#### Results of the ballot vote:

Councilmember Fitzpatrick: Ilya Bourim Councilmember McGarrey: Vincent Lopez Councilmember Peña: Elisa Guerrero Councilmember Sanchez: Elisa Guerrero

Mayor Evans: Elisa Guerrero

<u>MOTION</u> – A motion was made and seconded by Councilmembers Fitzpatrick/ Sanchez to appoint Elisa Guerrero to serve on the Planning Commission for an unexpired term ending June 30, 2024. Motion passed unanimously.

2. APPROPRIATE FUNDS AND ADOPT RESOLUTION TO APPROVE AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS WITH JAMES Y. CATHCART AND MARIA CATHCART, AND BRUCE AND LORA CATHCART TO ACQUIRE REAL PROPERTY COMPRISED OF APPROXIMATELY 0.14 ACRES, LOCATED AT 51001 EISENHOWER DRIVE, AT THE INTERSECTION OF EISENHOWER DRIVE AND CALLE TAMPICO (APN: 773-065-012), CEQA: THE PROJECT IS EXEMPT FROM

# ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15061 (b)(3) COMMON SENSE EXEMPTION [RESOLUTION NO. 2023-001]

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

Council discussed City ownership of parking lot; historical society plaque; building assessment; future trailhead possibilities; including property use options in a future workshop for residents' ideas; building updates will be needed before it can be used by the public; and surrounding neighbors' reaction to parking.

<u>MOTION</u> – A motion was made and seconded by Councilmembers Peña/ Fitzpatrick to appropriate \$460,000 from the General Fund Savings to the Land Acquisition Account; and adopt Resolution No. 2023-0001 to:

- 1) Make a finding that the property acquisition is exempt from environmental review pursuant to Section 15061 (b)(3) of California Environmental Quality Act; and
- 2) Approve an Agreement for Purchase and Sale and Escrow Instructions with James Y. Cathcart and Maria Cathcart, Trustees, and Bruce and Lora Cathcart, Trustees, to acquire real property comprised of approximately 0.14 acres, located at 51001 Eisenhower Drive, at the intersection of Eisenhower Drive and Calle Tampico, APN 773-065-012; and
- 3) Authorize the City Manager to execute the agreement substantially in the form attached, allowing for minor and non-substantive changes:

#### RESOLUTION 2023-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE CITY OF LA QUINTA AND JAMES Y. CATHCART & MARIA CATHCART, TRUSTEES, AND BRUCE AND LORA CATHCART, TRUSTEES, FOR CERTAIN REAL PROPERTY COMPRISED OF APPROXIMATELY 0.14 ACRES, LOCATED AT 51001 EISENHOWER DRIVE AT THE INTERSECTION OF EISENHOWER DRIVE AND CALLE TAMPICO (APN: 773-065-012); AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED, ALLOWING FOR MINOR AND NONSUBSTANTIVE CORRECTIONS

Motion passed unanimously.

MAYOR EVANS ASKED MAYOR PRO TEM SANCHEZ TO ACT AS PRESIDING OFFICER FOR THE REMINDER OF THE MEETING AS SHE HAD TO LEAVE THE MEETING TO ATTEND A CONFLICTING ENGAGEMENT AND CALLED FOR A BREIF RECESS AT 6:33 P.M.

MAYOR PRO TEM SANCHEZ RECOVENED THE MEETING AT 6:38 P.M. WITH COUNCILMEMBERS FITZPATRICK, McGARREY, AND PEÑA PRESENT

#### STUDY SESSION

1. DISCUSS DYNAMIC CHANGEABLE MESSAGE SIGNS AS PART OF THE COACHELLA VALLEY REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM

Traffic Analyst Gunterson presented the staff report, which is on file in the Clerk's Office.

Council discussed reason for double sign on Jefferson Street (phase 2); primary use for festivals in Indio; height of sign on Highway 111 (phase 1); impact of neighbors' views; unappealing design of signs; premature to decide on these signs before the Highway 111 corridor project is completed; Dynamic Changeable Message Signs are optional; and signs are inappropriate on Jefferson Street.

<u>PUBLIC SPEAKER</u>: Alena Callimanis, La Quinta – stated that the signs are ugly and opposed the design.

Council reached a consensus and directed staff to postpone installation of Dynamic Changeable Message Signs, to redesign the signs and reconsider locations.

#### **PUBLIC HEARINGS** – None

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

#### MAYOR'S AND COUNCIL MEMBERS' ITEMS

Councilmember Fitzpatrick reported that she was impressed with the construction of the Highway 111 and Jefferson Street intersection in December; and on the kick-off for the March 2023 Arts Celebration volunteers.

Councilmember Peña expressed sympathies to the Sherriff's Department and the Deputies families; and reported on the Artisan Studio gala.

Councilmember McGarrey reported on the YMCA event; and the landscaping project in north La Quinta.

#### REPORTS AND INFORMATIONAL ITEMS

La Quinta's representative for 2023, Councilmember Fitzpatrick reported on her participation in the following organization's meeting:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

La Quinta's representative for 2023, Councilmember McGarrey reported on her participation in the following organizations' meetings:

- COACHELLA VALLEY MOUNTAINS CONSERVANCY
- IID ENERGY CONSUMERS' ADVISORY COMMITTEE

La Quinta's representative for 2023, Councilmember Peña reported on his participation in the following organizations' meetings:

- COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES
- LEAGUE OF CALIFORNIA CITIES PUBLIC SAFETY POLICY COMMITTEE

La Quinta's representative for 2023, Mayor Pro Tem Sanchez reported on his participation in the following organization's meeting:

• LEAGUE OF CALIFORNIA CITIES - PUBLIC SAFETY POLICY COMMITTEE

#### **ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Peña/McGarrey to adjourn at 7:07 p.m. Motion passed: ayes -4, noes -0, abstain -0, absent -1 (Evans).

Respectfully submitted,

MONIKA RADEVA, City Clerk City of La Quinta, California

### City of La Quinta

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE CITYWIDE MISCELLANEOUS AMERICANS WITH DISABILITIES ACT IMPROVEMENTS PROJECT NO. 2022-08

#### RECOMMENDATION

Approve plans, specifications, engineer's estimate, and authorize Staff to bid the Citywide Miscellaneous Americans with Disabilities Act Improvements Project No. 2022-08.

#### **EXECUTIVE SUMMARY**

- This project is located at two locations (Attachment 1):
  - Base Bid Reconstruct curb ramps, sidewalk, and driveways on various intersections along Avenida Montezuma to bring them to current code.
  - Additive Alternates Reconstruct curb ramps and driveways at Avenida Navarro and Avenida Montezuma; and reconstruct curb ramps and sidewalk at the intersection of Desert Club Drive and Springtime Way. These alternates will only be recommended for award if the base bid is lower than the estimate.
- Construction is funded with Community Development Block Grant (CDBG) funds, which must be expended by the end of the fiscal year (FY) 2022/23. The County has requested that the project be as complete as possible by the end of June 2023.

#### **FISCAL IMPACT**

The projected budget is \$229,600, of which \$97,000 will be allocated from the Citywide Sidewalk Improvements Project No. 2223STI (in the Tyler financial software) and \$132,600 from CDBG funds for construction costs as follows:

	CDBG		Citywide Sidewalk Improvements			Project Total Budget	
Professional/Design:	\$	0	\$	34,000	\$	34,000	
Inspection/Testing/Survey:	\$	0	\$	19,000	\$	19,000	
Construction:	\$	132,600	\$	20,000	\$	152,600	
Contingency:	\$	0	\$	24,000	\$	24,000	
Total Budget:	\$	132,600	\$	97,000	\$	229,600	

#### **BACKGROUND/ANALYSIS**

In 2011, the City conducted an Americans with Disabilities Act (ADA) accessibility survey of all public facilities. To date, the City has addressed ADA deficiencies at the exterior and interior of City Hall, La Quinta Park, Civic Center Campus, La Quinta Library, SilverRock parking lot, La Quinta Museum, YMCA, Sports Complex, Velasco Park, Eisenhower Park, Adams Park, Desert Pride Park, Saguaro Park, Fritz Burns Park, Seasons Park, and a portion of Avenida Bermudas.

This year's Citywide Miscellaneous ADA Improvements project will include work along Avenida Montezuma and focus the improvements at the following locations:

- ✓ La Quinta Community Park (Curb Ramps and Sidewalk)
- ✓ Additive Alternate: Avenida Navarro (Curb Ramps)
- ✓ Additive Alternate: La Quinta Community Park and La Quinta Downtown Parking Lot (Driveway)
- ✓ Additive Alternate: Desert Club Drive and Springtime Way (Curb Ramps and Sidewalk)

Contingent upon approval to advertise the project for bid on February 7, 2023, the following is the project schedule:

Council Bid Authorization February 7, 2023

Bid Period February 8, 2023 to March 8, 2023

Council Considers Project Award March 21, 2023

Execute Contract and Mobilize March 22 to April 19, 2023

Construction (30 Working Days) April 2023-May 2023

Accept Improvements June 2023

#### **ALTERNATIVES**

Staff does not recommend an alternative due to the funding timeline constraints.

Prepared by: Julie Mignogna, Management Analyst

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

Attachment: 1. Vicinity Map

Click Here to Return to Agenda Attachment 1 - Vicinity Map **ATTACHMENT 1** Citywide Miscellaneous ADA Improvements Indian Wells Indio Highway: 111 City of Palm Desert Legend **Blueline Streams** Highway 111 City Areas World Street Map City of City of Avenue 48 Indian Wells Indio Additive Alternative **Project Location** La Quinta City of La Quinta, Base Bid **Project Location ATTACHMENT** 330EC lots 540) Ave \*IMPORTANT\* Maps and data are to be used for reference purposes only. Map features are approximate, and are not Notes 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. 12,037 Feet REPORT PRINTED ON... 1/31/2023 11:35:48 AM © Riverside County GIS

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### City of La Quinta

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: AWARD CONTRACT TO CALIFORNIA COMMERCIAL POOLS, INC., FOR LA QUINTA PARK SPLASH PAD RENOVATION PROJECT NO. 2022-19

#### **RECOMMENDATION**

Award contract to California Commercial Pools, Inc. for La Quinta Park Splash Pad Renovation Project No. 2022-19; and authorize the City Manager to execute the contract.

#### **EXECUTIVE SUMMARY**

- The Splash Pad at La Quinta Park is aged beyond its useful life and is in need of renovation.
- On December 17, 2022, a Request for Proposal (RFP) was published for Project No. 2022-19 LQ Park Splash Pad Renovation and three (3) proposals were received.
- On January 25, 2023, the Community Services Commission (Commission) reviewed two (2) design options and selected option "A" (Attachment 1) to be presented to Council for consideration.

#### FISCAL IMPACT

Funds in the amount of \$850,000 are allocated in the Park Equipment replacement fund 503-0000-71060 to renovate the splash pad.

		Р	roject Budget
Design Option "A":		\$	749,000
Contingency:		\$	101,000
-	Total:	\$	850,000

#### **BACKGROUND/ANALYSIS**

The Splash Pad at La Quinta park is aged beyond its useful life, the pumps, filters and underground surge tank are in need of replacement, and the main water feature blew over in a wind storm

On December 17, 2022, a RFP was published for Project No. 2022-19 LQ Park Splash Pad Renovation for a design build. Three (3) proposals were received as follows:

- California Waters, Inc.
  - o Option A \$1,001,000
  - Option B \$1,009,000
- Desert Concepts Constructions, Inc.
  - o Option A \$785,600
  - o Option B \$798,780
- California Commercial Pools, Inc.
  - o Option A \$749,000
  - Option B \$787,000

The selection committee reviewed all proposals and chose the two options from California Commercial Pools based on qualifications, design, and price, to present to the Commission.

On January 25, 2023, the Commission reviewed the selected designs which include toddler and teen splash areas, and recommended Option A for \$749,000 for Council consideration and acceptance of the contract (Attachment 2).

#### **ALTERNATIVES**

Council could elect not to approve the splash pad design and direct staff to re-advertise Project No. 2022-19 LQ Park Splash Pad Renovation.

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

Attachments: 1. California Commercial Pools, Inc. – Option A

2. Agreement for Contract Services

### **ATTACHMENT 1**



Aquatic play may feel spontaneous, but it actually requires lots of planning. We design every play experience to keep families engaged, boost dwell times, and increase return visits.

To build lasting memories among moms, dads, and little ones of all abilities, we carefully consider how to integrate products that cater to everything from the location's footprint and capacity to its demographics and theming objectives.



Stimulates & develops multiple sense experiences



Encourages teamwork & competition



Tactée Promotes discovery of water textures



conic

Features interactive fun & serves as a social gathering place



Encourages physical





Develops discovery

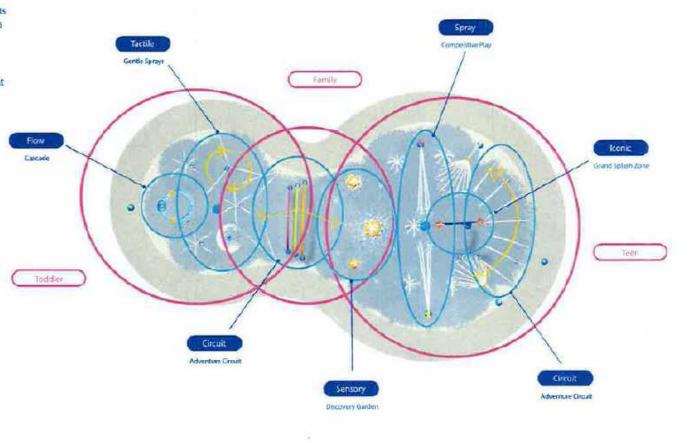




Kinetic Features interactive fun & encourages movement



Cloud-like experience gives refreshing thrills



#### **ATTACHMENT 2**

#### 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 California Commercial Pools, Inc. ("Contracting Party"). The parties hereto agree as follows:

#### 1. <u>SERVICES OF CONTRACTING PARTY.</u>

- Scope of Services. In compliance with all terms and conditions of this 1.1 provide Agreement, Contracting Party shall those services Project No. 2022-19 LQ Park Splash Pad Renovation, Option "A" 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 contractor's performing similar services under similar circumstances.
- 1.2 <u>Compliance with Law</u>. 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 <u>Wage and Hour Compliance,</u> 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 <u>Familiarity with Work</u>. 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).
- Standard of Care. Contracting Party acknowledges and understands that 1.6 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.
- Additional Services. In accordance with the terms and conditions of this 1.7 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 <u>Special Requirements</u>. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "<u>Exhibit D</u>" (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.

- Contract Sum. For the Services rendered pursuant to this Agreement, 2.1 Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed SEVEN HUNDRED THOUSAND, FORTY-NINE THOUSANDS DOLLARS (\$749,000) ("Contract Sum"). (the "Contract Sum"), except as provided in Section 1.7. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.
- 2.2 Method of Billing & Payment. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.
- 2.3 <u>Compensation for Additional Services</u>. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be

approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

#### 3. <u>PERFORMANCE</u> SCHEDULE.

- 3.1 <u>Time of Essence</u>. 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 "<u>Exhibit C</u>", it is understood that the City will suffer damage.
- 3.2 <u>Schedule of Performance</u>. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "<u>Exhibit C"</u> (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.
- 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 <u>Term</u>. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on or around February, 15 2023, and terminate on completion and acceptance of the Splash pad on or before July 30, 2023.

#### 4. COORDINATION OF WORK.

4.1 <u>Representative of Contracting Party</u>. 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) Name; Brett Smith, VP of Project Development

Tel No. 626-825-3394

E-mail: <u>bsmith@calcommpools.com</u>

(b) Name; Lafe Castro, PM Tel No. 626-825-3376

Email: Lcastro@calcommpools.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 <u>Contract Officer</u>. The "Contract Officer", otherwise known as the Bryan McKinney, Public Works Director/City Engineer or assigned designee may be designated in writing by the City Manager of the City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services, and Contracting Party shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.
- 4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.
- 4.4 <u>Independent Contractor</u>. 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 <u>Identity of Persons Performing Work</u>. 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 <u>City Cooperation</u>. 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 <u>Insurance</u>. 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 "<u>Exhibit E</u>" (the "Insurance Requirements") which is incorporated herein by this reference and expressly made a part hereof.
- 5.2 <u>Proof of Insurance</u>. 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. <u>INDEMNIFICATION</u>.

6.1 <u>Indemnification</u>. 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 " $\underline{\text{Exhibit F}}$ " ("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.

- 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, contractor, 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 <u>Licensing of Intellectual Property</u>. 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 <u>Release of Documents</u>. 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 <u>Confidential or Personal Identifying Information</u>. 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. <u>ENFORCEMENT OF AGREEMENT</u>.

- 8.1 <u>California Law</u>. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
- 8.2 <u>Disputes</u>. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to

take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

- 8.3 <u>Retention of Funds</u>. 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 <u>Waiver</u>. 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 <u>Rights and Remedies are Cumulative</u>. 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 <u>Legal Action</u>. 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 <u>Termination for Default of Contracting Party</u>. 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 <u>Non-liability of City Officers and Employees.</u> 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 <u>Conflict of Interest</u>. 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 <u>Covenant against Discrimination</u>. 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 <u>Notice</u>. 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: Bryan McKinney Public Works Director 78495 Calle Tampico La Quinta, California 92253 To Contracting Party:

CALIFORNIA COMMERCIAL POOLS, INC. Attention: Brett Smith Vice President of Project Development 2255 E. Auto Center Drive Glendora, CA 91740

- 10.2 <u>Interpretation</u>. 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 <u>Section Headings and Subheadings</u>. 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 <u>Counterparts</u>. 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 <u>Integrated Agreement</u>. 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 <u>Amendment</u>. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 10.7 <u>Severability</u>. 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 <u>Unfair Business Practices Claims</u>. 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 <u>No Third-Party Beneficiaries.</u> 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 <u>Authority</u>. 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,	CONTRACTING PARTY:  By:				
a California Municipal Corporation					
JON McMILLEN, City Manager City of La Quinta, California Dated:	Name: Brett Smith  Title: Vice President				
ATTEST:	By:				
	Name: Lafe Castro				
MONIKA RADEVA, City Clerk City of La Quinta, California	– Title: <u>Project Manager</u>				
APPROVED AS TO FORM:					
WILLIAM H. IHRKE, City Attorney City of La Quinta, California	_				

## Exhibit A Scope of Services

Services to be Provided: Renovation of the splash pad located in La Quinta park at the corner of Blackhawk Way and Adams Street.

- Provide the City with colored conceptual drawing/image and an overhead schematic of proposed splash pad and water features. Proposers may submit conceptual drawings for two unique options, colors should coordinate with the park and include royal blue, teal, purple, and orange.
- The proposal will include all material, labor and equipment to demolish the existing splash pad, construct the new splash pad/features including: water play features, infill, crushed rock base, concrete deck surface, perimeter pony wall, controller, mechanical system, backflow preventer, drain lines, water lines, and electrical.
- Contractor/Vendor shall include material, labor and equipment to construct all splash pad elements.
- Splash Pad subgrade shall consist of 6" 4000 PSI Portland Concrete Cement (PCC) over 12" of compacted road base with minimum 95% compaction. Compaction test to be provided by contractor.
- Contractor/Vendor shall be responsible for installing all water and drain lines for the splash pad and connecting to the water and storm services.
- 2.5-inch water flow meter (or per design specs) to be purchased and installed by contractor's licensed plumber.
- 2.5-inch backflow preventer (or per design specs) shall be furnished and installed by Contractor/Vendor. The backflow preventer must be a 2.5-inch RP Watts LF009 or equivalent that is approved by the City.
- Contractor/Vendor shall install meter and backflow preventer inside existing pump house. The floor of the pump house will be removed by the Contractor/Vendor, vendor will be responsible for pouring floor back after piping installations are complete. Floor shall be 6" thick 4000PCC. A floor drain shall be installed and connected to the existing sanitary line in the pump house. Floor shall slope to drain.
- Contractor/Vendor shall be responsible for all electrical work. This will include but may not be limited to, installation of appropriate breaker(s) at the proposed service panel, runs of conductor inside conduit from the

panel to all energized devises and all electrical connections and other electrical work up through final inspection by City's Building Inspector(s) per local Code. Electrical service panel and controllers shall be installed inside the existing pump house.

- Contractor/Vendor shall assume all responsibility for obtaining and verifying measurements.
- Contractor/Vendor shall work with City staff to keep disruption of park grounds to a minimum. Trenches shall be backfilled and tamped to 98% proctor by Contractor/Vendor.
- Contractor/Vendor must provide temporary construction fencing, including privacy screen, minimum 4-foot high, around the perimeter of the splash pad construction area.
- Contractor/Vendor must protect and monitor poured concrete until it is cured. Contractor/Vendor shall be responsible for removal and replacement of concrete if damaged prior to completion of job.
- Contractor/vendor shall be responsible for fine grading and installation of sod around the splashpad. Sod shall be either Bermuda or rye mix based on date of installation. Contractor/vendor shall be responsible for repairing any irrigation lines that may be damaged during construction and that seeding is well established.
- The Contractor/Vendor must complete this project on or around (preferably before) May 1, 2023.

#### **Performance Standards:**

The selected Contractor shall be responsible for the following:

- 1. Contractor shall provide construction plans and equipment specifications of selected design on award of contract.
- 2. The Contractor/Vendor shall provide all new material, labor, and supplies to satisfy the intent of the agreement. Secure all permits required by the City and schedule all inspections. Provide all hookups for the complete installation including: plumbing, mechanical, electrical, etc.
- 3. Meet with City *staff* prior to submitting the final order to confirm color, attributes and layout of the equipment.
- 4. Respond to inquiries from City staff concerning equipment and/or

Exhibit A Page 2 of 12

- construction and provide prompt attention to any issues regarding missing or mislabeled parts.
- 5. Coordinate scheduling of construction with City staff when applicable.
- 6. Be responsible for providing safety precautions in connection with contracted installation work.
- 7. The proper off-site disposal of litter and debris collected from the work site is the responsibility of the Contractor/Vendor.
- 8. Upon completion, conduct an onsite audit to confirm that the equipment was installed according to manufacturer's specifications and provide written documentation of the audit to the City.
- 9. Upon completion, Contractor/Vendor will be required to orientate City staff on equipment start-up and shut-down procedures, winterization duties, and servicing of equipment.
- Upon completion, Contractor/Vendor will be required to provide installation manuals and operation and maintenance manuals to City staff.
- 11. Contractor/Vendor shall furnish Performance and Payment Bonds, each in an amount at least equal to the contract price as security for the faithful performance and payment of all Contractor/Vendor's obligations under the contract documents. These Bonds shall remain in *effect* at least until one year after the date when final payment becomes due. When the successful bidder delivers the executed agreement to the City, it must be accompanied by the required performance and payment bond.

#### **Equipment Requirements**

- The Contractor/Vendor is responsible for delivery of the equipment to the project site.
- All equipment shall be compatible with Health Department requirements, ADA, and ASTM guidelines.
- There shall be various types of spray components, including above grade and at grade pieces.
- Above grade features shall be anchored below the concrete deck or use an interchangeable mounting system as appropriate.
- An ADA accessible activation bollard/motion sensor shall be included in the design.

- A programmable controller shall be provided and sized according to the number or outputs it is required to control. The controller shall be factory programmed with a variety of spray sequences. A 24-hour/7-day programmable, time switch to set the operational hours of the facility shall be incorporated into the operating system. The time switch shall have the ability to be programmed with a different time schedule for each day of the week.
- All aquatic play products installed above and below grade shall be manufactured from 304/304L stainless steel. The anchoring system and associated fastening hardware shall be manufactured from 304/304L stainless steel. Rigid centricast fiber reinforced (FRP) and/or molded fiberglass, PVC, filament wound tubing or Galvanized Steel shall **not** be utilized for any above or below grade play product structures.
- All hardware and anchoring systems shall be 304/304L or 316 stainless steel. All systems shall include an integrated anchoring and leveling system facilitating installation and a flush surface finish. Exposed and accessible hardware shall be tamper resistant.
- Spray nozzles, caps and heads shall be manufactured from lead free brass or UHMWPE and shall use tamper resistant tools for installation and removal. All grade level play products are to be furnished with appropriate winterization caps.
- Quick Couplers shall be installed on each spray fixture valve.
- Painted finishes shall be polyester smooth glassy heat-cured powder coat that is UV and chemical resistant and suitable for public spaces.
- All accessible edges shall be machined to rounded finish. All welds be watertight, buffed smooth, or polished to a non-visible finish and factory pressure tested. Accessible nozzles and spray heads shall be recessed to ensure a completely safe play environment with no pinch points, head entrapments or protrusion hazards. All products shall be designed in accordance with ASTM F1487, ASTM F-2461 and CSA Z614-98 regulations for public playgrounds.
- The water distribution system shall be factory assembled and water pressure tested before delivery. Each distribution line shall have electronically activated solenoid valves, operating on a 24 VAC. The electric solenoid valves shall be suitable for chlorinated water. Each distribution line shall have a valve for manual shut off, the valves shall have union connections. The lines from the manifold to the play structures

shall be Schedule 80 PVC. The manifold body shall be constructed of stainless steel 304. A %-inch drain valve shall be included. A pressure gauge shall be installed on the manifold.

- The water supply manifold system shall be sized to minimize water consumption. Each above ground spray feature shall have its own solenoid valve and distribution line. "At grade" features shall have supplied solid brass covers that are threaded into place for winterization.
- Manifold and controller are to be house in the existing pool house.
- Electronic components shall be installed to meet current City Code and pass required inspections by the City Building Inspector.
- 2.5-inch water flow meter (or per design specs) to be installed by contractor.
- 2.5-inch backflow preventer (or per design specs) shall be furnished and installed by Contractor/Vendor. The backflow preventer must be a 2.5-inch RP Watts LF009 or equivalent that is approved by the City.

#### Specific Play Element & Amenities Requirements; Desired spray elements

- Shall include a combination of above ground and at grade water spray features.
- Element variety for age groups 2 to 5 years and 5 to 12 years.
- A minimum number of fifteen water elements/features, and a motion sensor to turn on the water features.

#### **Surfacing and Subgrade Requirements**

- The splash pad shall fit the existing site and may by extended up to twelve-feet north, and eight-feet west, of the existing pad. (City will relocate irrigation).
- Subgrade preparation for the splash pad shall include demolition of and grading of the existing area to proposed elevations for the new splash pad. Contractor shall prepare 6" of native subgrade material (98% compaction) and placement of 6" of crushed concrete base course under the splash pad pavement (98% compaction). Placement of a minimum of 8 inches of topsoil is required around the perimeter of splash pad where subgrade was removed. The site will be roughly graded to 10" below an approximate finish grade elevation of the proposed splash pad. Contractor/vendor will be responsible for placing additional material or removing excess material as required for the splash pad construction.

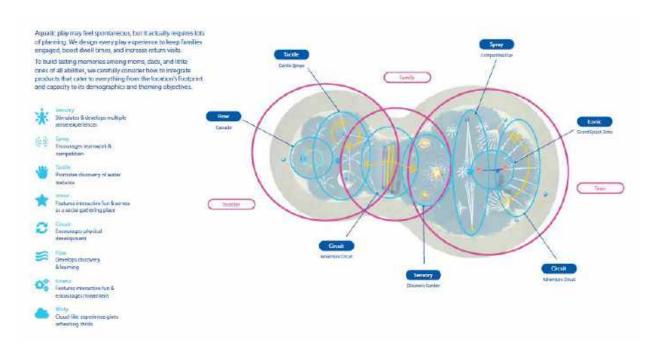
- The deck shall be a 5-inch thick 4000 PSI rebar reinforced concrete slab with a medium broom finish, sawed and sealed, and shall meet ADA requirements. Rebar shall be epoxy coated and 30" QC Maximum.
- The deck shall have an ADA approved deck drain.
- The deck drain grating shall be stainless steel and have openings no larger than 5/16 inch.
- The deck drain(s) shalt be capable of handling 1.5x the designed flow minimum.
- The deck shall have positive drainage, 2% slope to the center drain, no ponding of water and minimal runoff.
- Connect the deck drain into the proposed 12" storm sewer line.

All contractors/subcontractors, plumbers and electricians must be licensed to work in the City of La Quinta. Plumbers and electricians must apply for the appropriate permits and schedule required City and/or Health Department inspections.

# 5. | SCOPE OF WORK - DESIGN A

Experienced . Qualified . Professional





# Replace the two water cannons with:

• Helio No 1 (color TBD by City)



#### SCOPE OF WORK

All work shall be completed in accordance with project plans, which will be developed as part of this project, using generally accepted construction methods and practices. The following inclusions and exclusions will define our scope of work for construction of the splash pad.

#### SPLASH PAD INCLUSIONS

- Pad Drawings
  - Layout, dimensions, and sections for pad, perimeter pad walkway, wall / footing / cap, mechanical room floor, exterior walkways, and equipment
  - 2. Toy layouts
  - 3. Hydraulic designs for underground plumbing and mechanical piping
  - 4. Mechanical equipment design and layout
- Electrical layout
  - Main line connections and low voltage for pad mechanical and control systems
- Structural Design and Calculations
  - Pad, perimeter pad walkway, wall / footing / cap, toy footings, mechanical room floor, exterior walkways
- Health Department Submission and fee, Building department submittal
- Demolition and removal as follows:
  - 1. Existing splash pad, spray features, and plumbing
  - 2. Pad perimeter wall and footing
  - 3. Equipment in mechanical room
  - 4. Exterior mechanical building slabs and interior slab
  - 5. Water containment tank for existing pad
- Installation of perimeter pool forms based on benchmark, layout, and radius points
- Misc. grading for pad area
- Excavation, backfill, and compaction of pool piping trenches and water holding tank
- Provide and install all underground plumbing systems
- Provide and install two main drains and rain diverter valve
- Structures as follows:
  - Pad and perimeter walkway gray concrete
  - 2. Seating wall, footing, and wall cap
  - 3. Water holding tank
  - 4. Mechanical room floor and exterior walkways
  - Water toy footings

- Provide and install water toy package Option A, includes toys, actuator, controls, and manifold – We have allowed \$ 95,000.00 for this toy package in the base bid, we will work with the owner to select toys and layouts based upon this budget.
- Provide and install mechanical equipment as follows:
  - 1. Backflow prevention device and water meter
  - 2. Circulation pump
  - Feature pump
  - 4. High-rate sand filters
  - 5. Automatic chemical control system with Chlorine and C02 fee units
  - UV system
- Install pool mechanical equipment plumbing, valves, and fittings
- Electrical as follows:
  - 1. Line voltage electrical connections from existing panel
  - 2. Low voltage interlocks and logic
- Start-up, commissioning, training, and O&M's

# 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:

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. <u>Utility Relocation.</u> 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. <u>Trenches or Excavations</u>. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:
- (a) Contracting Party shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contracting Party believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.
- (c) in the event that a dispute arises between City and Contracting Party whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contracting Party's cost of, or time required for, performance of any part of the work, Contracting Party shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contracting Party shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.
- 5. <u>Safety</u>. 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. <u>Liquidated Damages</u>. Since the determination of actual damages for any delay in performance of the Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contracting Party shall be liable for and shall pay to City the sum of One Thousand dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Contracting Party any accrued liquidated damages.

#### Exhibit B

### Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed SEVEN HUNDRED FORTY-NINE THOUSAND DOLLARS (\$ 749,000) ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in progress payments made on a monthly basis and in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

## Exhibit C Schedule of Performance

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

Work shall commence on or around February 15, 2023, and terminate on completion and acceptance of the Splash pad on or around July 30, 2023.

## Exhibit D Special Requirements

Contractor is to submit construction plans and equipment specifications for approval from the City's Building Inspector prior to construction.

Contractor is responsible to pull any and all permits required by the City (permit fees will be waived) and schedule all site inspections required by the City and/or Health Department.

Contractor is responsible for all pedestrian and traffic control.

All work shall be in conformance with the requirements of the Americans with Disabilities Act, the Consumer Products Safety Commission guidelines, and all other applicable State and Federal codes.

Contractors must have the following licenses:

- B General Contractor's License, or;
- A Class A General Engineering Contractor, combined with a C-53 Pool Contractor's License.

#### **EXCLUSIONS**

- Stainless steel water play structures there no vendors that manufacture water toys in stainless steel
- Epoxy coated rebar at splash pad area this does not allow for proper bonding
- Electrical upgrades in mechanical room we will use existing panels and existing service
- Building department permit fee we assume this will be a not cost permit
- Colored or stained concrete or resilient padded surface at pad area
- Compaction at pad area and piping trenches at 90%
- · Replacement of grass and irrigation lines around splash pad area
- Any work items not specifically listed above

# Exhibit E Insurance Requirements

E.1 <u>Insurance</u>. 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

Workers' Compensation (per statutory requirements)

## Must include the following endorsements:

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

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

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The

automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

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

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

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices 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 <u>Remedies</u>. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.
  - c. Terminate this Agreement.

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

E.3 <u>General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party</u>. 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.

- 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. <u>Indemnification for Other Than Professional Liability</u>. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.
- c. <u>Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity)</u>. 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. <u>Indemnification Provision for Design Professionals</u>.
- 1. <u>Applicability of this Section F.1(d)</u>. 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.
- Scope of Indemnification. When the law establishes a professional 2. 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. <u>Design Professional Defined</u>. As used in this Section F.1(d), the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.
- F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

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

#### **RECOMMENDATION**

Accept the La Quinta Landscape Improvements Project No. 2016-03G as complete; authorize the City Clerk to file a Notice of Completion with the Office of the County Recorder; and authorize staff to release remaining retention in the amount of \$27,931, thirty-five days after the Notice of Completion is recorded.

### **EXECUTIVE SUMMARY**

- The La Quinta Landscape Improvements project included placing 49,000 square feet of decomposed granite on the interior of the X-Park adjacent to features, placing parkway and driveway landscaping on 30,000 square feet using the Desert Oasis plant pallet, and wall cleaning and painting.
- The work is complete and Council acceptance will close the contract and allow final payment.

#### **FISCAL IMPACT**

The following is the financial accounting for Project No. 2016-03G:

Original Contract Amount	\$529,820
Change Orders No. 1 - 4	\$ 28,802
Final Contract Amount	\$ 558,622
Project Budget	\$ 614,820
Final Contract Amount	(\$ 558,622)
Design & Professional Costs	(\$ 43,100)
Inspection, Survey, Plans, & Other Construction Costs	<u>(\$ 23,018)</u>
Anticipated Funds Remaining*	(\$ 9,919)

<sup>\*</sup> All costs to date have been accounted for and no further costs are anticipated.

There are adequate funds to close this project; the final retention amount of \$27,931 will be paid from account number 401-0000-20600.

#### **BACKGROUND/ANALYSIS**

On July 19, 2022, Council awarded a \$529,820 contract to Urban Habitat.

On August 11, 2022, a Notice to Proceed was issued with a 30-working day completion time starting on August 15, 2022, and ending on September 26, 2022. The project was deemed substantially complete on October 21, 2022. No liquidated damages or early completion incentives are recommended.

The following contract change orders were executed:

- Change Order No. 1 allowed trash enclosure work and additional planter by parking lot
- Change Order No. 2 allowed for preparation of pedestrian gate for panic bar.
- Change Order No. 3 allowed for the addition of drains at the basins.
- Change Order No. 4 allowed for the repair of the ground leak and final quantity adjustments.

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

#### **ALTERNATIVES**

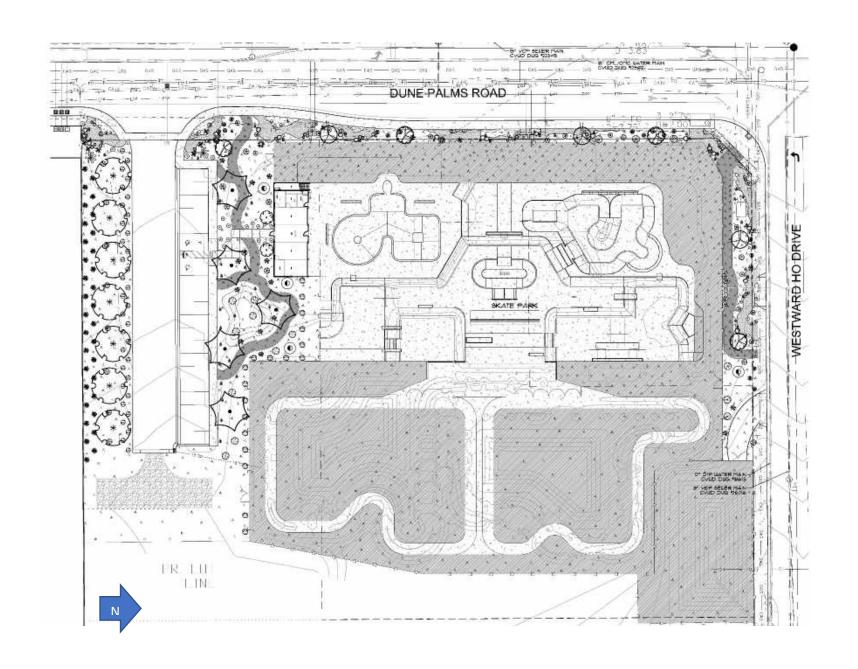
Staff does not recommend an alternative.

Prepared by: Carley Escarrega, Management Assistant

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

Attachment: 1. Vicinity Map

# **ATTACHMENT 1**



# City of La Quinta

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: ACCEPT JEFFERSON STREET AT AVENUE 53 ROUNDABOUT PROJECT NO. 2017-09, LOCATED AT THE INTERSECTION OF JEFFERSON STREET, SILVERROCK WAY AND HIDEAWAY ENTRANCE

#### RECOMMENDATION

Accept the Jefferson Street at Avenue 53 Roundabout Project No. 2017-09 as complete; authorize the City Clerk to file a Notice of Completion with the Office of the County Recorder; and authorize staff to release retention in the amount of \$137,108, thirty-five days after the Notice of Completion is recorded.

#### **EXECUTIVE SUMMARY**

- The Jefferson Street at Avenue 53 Roundabout project consisted of constructing a roundabout at the intersection of Jefferson Street, SilverRock Way and Hideaway entrance, drainage, landscape, striping, and lighting enhancements, Coachella Valley Water District (CVWD) utility adjustments, and slurry seal from Avenue 54 to Avenue 52 (Attachment 1).
- The work is complete and Council acceptance will close the contract and allow final payment.

#### FISCAL IMPACT

The following is the financial accounting for Project No. 2017-09:

Original Contract Amount	\$ 2,697,119
Change Orders No. 1 - 8	\$ 58,601
Final Contract Amount	\$ 2,755,720
Project Budget	\$ 3,281,617
Final Contract Amount	(\$ 2,755,720)
Design & Professional Costs	(\$ 285,828)
Inspection, Survey, Plans, & Other Construction Costs	<u>(\$ 109,599)</u>
Remaining Balance	\$ 130,470

<sup>\*</sup> All costs to date have been accounted for and no further costs are anticipated.

The final retention amount of \$137,108 will be paid from account number 401-0000-20600.

## **BACKGROUND/ANALYSIS**

On May 17, 2022, Council awarded a \$2,697,119 contract to Jacobsson Engineering Construction, Inc.

On June 1, 2022, a Notice to Proceed was issued with a 120-working day completion time starting on June 13, 2022 and ending on December 2, 2022. The project was deemed substantially complete on December 2, 2022.

Contract Change Order Nos. 1 - 7 were issued for miscellaneous reconfigurations, installations, relocations, and grinding.

Contract Change Order No. 8 was issued for final quantity adjustments.

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

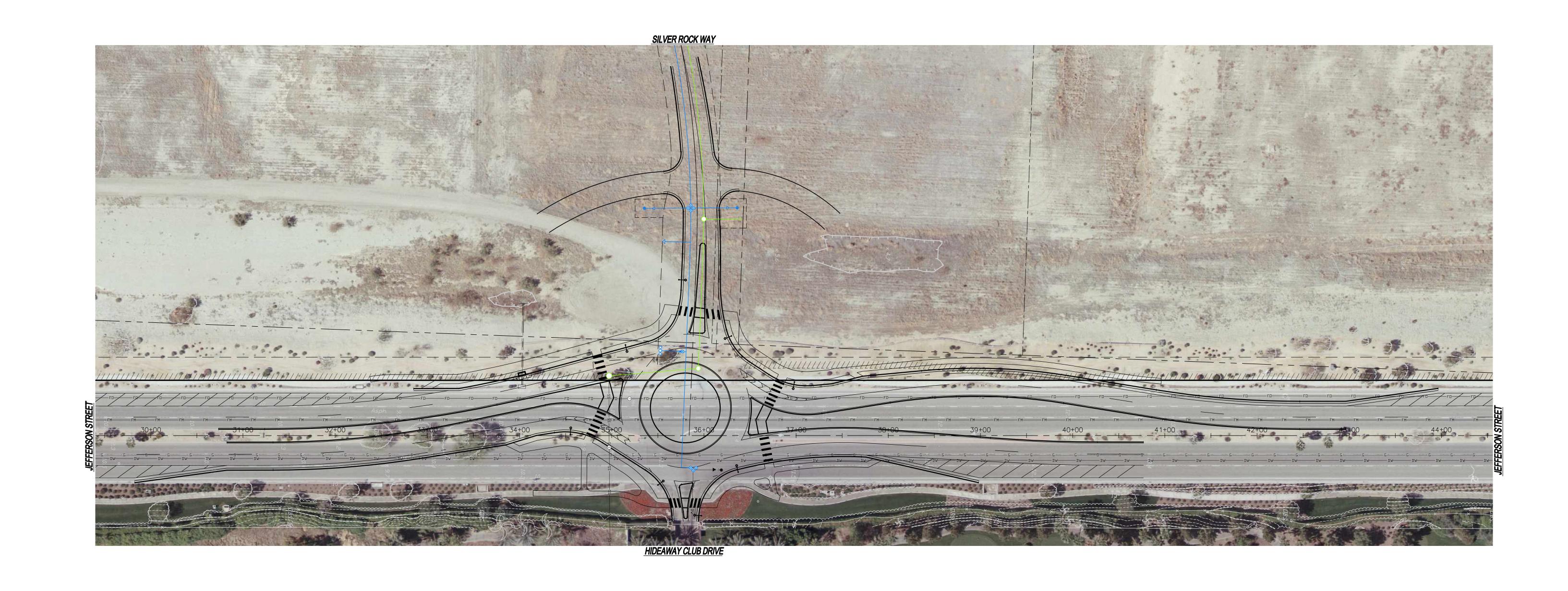
#### **ALTERNATIVES**

Staff does not recommend an alternative.

Prepared by: Carley Escarrega, Management Assistant

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

Attachment: 1. Vicinity Map





Click Here to Return to Agenda

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: ACCEPT WASHINGTON STREET AT AVENUE 50 AND CALLE TAMPICO SIDEWALK AND AMERICAN WITH DISABILITIES ACT IMPROVEMENTS PROJECT NO. 2019-23, LOCATED AT THE NORTHWEST CORNER OF WASHINGTON STREET AND AVENUE 50 AND THE SOUTHSIDE OF CALLE TAMPICO FROM CALLE OBISPO TO WASHINGTON STREET

#### **RECOMMENDATION**

Accept the Washington Street at Avenue 50 and Calle Tampico Sidewalk and American with Disabilities Act Improvements Project No. 2019-23 as complete; authorize the City Clerk to file a Notice of Completion with the Office of the County Recorder; and authorize staff to release retention in the amount of \$4,386, thirty-five days after the Notice of Completion is recorded.

#### **EXECUTIVE SUMMARY**

- The project consisted of constructing a curb ramp at the northwest corner of the intersection of Washington Street and Avenue 50 and a sidewalk at the southside of Calle Tampico from Calle Obispo to Washington Street (Attachment 1).
- Construction is funded with Riverside County Transportation Commission (RCTC)
   SB 821 Bicycle and Pedestrian Facilities Program funds.
- The work is complete and Council acceptance will close the contract and allow final payment.

#### **FISCAL IMPACT**

The following is the financial accounting for Project No. 2019-23:

Original Contract Amount	\$ 82,272
Change Order No. 1	\$ 5,455
Final Contract Amount	\$ 87,727
Project Budget	\$ 195,400
Final Contract Amount	(\$ 107,673)
Design & Professional Costs	(\$ 30,977)
Inspection, Survey, Plans, & Other Construction Costs	<u>(\$ 2,510)</u>
Remaining Balance	\$ 54,240

<sup>\*</sup> All costs to date have been accounted for and no further costs are anticipated.

The final retention amount of \$4,386 will be paid from account number 401-0000-20600.

#### **BACKGROUND/ANALYSIS**

On November 1, 2022, Council awarded a \$82,272 contract to Universal Construction Engineering.

On December 14, 2022, a Notice to Proceed was issued with a 15-working day completion time starting on December 27, 2022, and ending on January 18, 2023. The Project was deemed substantially complete on January 13, 2023.

Contract Change Order No. 1 was issued for rebuilding the under-sidewalk drain.

This project was developed after the City received a request from a person, whose primary transportation is a wheelchair, to construct a portion of sidewalk along the southside of Calle Tampico from Calle Obispo to Washington Street to allow her and others leaving the neighborhood to be able to use a sidewalk to the intersection of Calle Tampico and Washington Street without needing to illegally cross Calle Tampico. The City was awarded an RCTC SB 821 Bicycle and Pedestrian Facilities Program grant for 50% of the project cost.

On the northwest side of the intersection at Avenue 50 and Washington Street, the pedestrian push buttons were unable to be accessed because there was no curb ramp. Many school aged children use the north leg and had to stand in the intersection on the northwest corner. The constructed safety improvements now provide a complete path of travel and allow people to safely wait for the signal off the road.

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

#### **ALTERNATIVES**

Staff does not recommend an alternative.

Prepared by: Carley Escarrega, Management Assistant

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

Attachment: 1. Vicinity Map

Click Here to Return to Agenda **ATTACHMENT 1** Vicinity Map SB821 Grant Project Locations Los Angeles Curb Ramp on the Via Sonata northwest corner Sagebrush Ave an Diego of Avenue 50 and Tijuana Bottlebrush: Dr. Sports Washington Street Saguaro Rd Legend Harry:Trumon rbates Elementary **Blueline Streams** Sichool City Areas Lane Dr Avenue 50 Calle Norte Avenue 50 World Street Map Brimwood Stonegate Castle Pines Di Brookviile Big:Horn:Trl: Avenida Ultimo enida Tujunga City of Springhme Way Toronja Azahar La Quinta Benjamin Erankim Electronitates Preckennidge School La Quinta Calle Tampico Cettino Sidewalk on the south side of Calle Tampico between Calle Obispo and Washington Street Av eni da Nues tra Hidalgo Deacon Dr E ATTACHMENT Frez Burni \*IMPORTANT\* Maps and data are to be used for reference purposes only. Map features are approximate, and are not Notes 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. 3,009 Feet REPORT PRINTED ON...4/5/2019 1:12:49 PM © Riverside County GIS

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: AUTHORIZE OVERNIGHT TRAVEL FOR DEPUTY CITY CLERK TO ATTEND CITY CLERKS' ASSOCIATION OF CALIFORNIA TECHNICAL TRAINING FOR CLERKS SERIES 100 IN RIVERSIDE, CALIFORNIA, MARCH 13-17, 2023

#### RECOMMENDATION

Authorize overnight travel for the Deputy City Clerk to attend the City Clerks' Association of California Technical Training for Clerks Series 100 in Riverside, California, March 13-17, 2023.

### **EXECUTIVE SUMMARY**

- The Deputy City Clerk seeks additional knowledge of the Clerk profession and the laws and ethics that govern it.
- Technical Training for Clerks (TTC), Series 100, is a four-day intensive program designed to focus on technical skills, enhancing professional interpersonal abilities, and networking opportunities with other professionals.

## **FISCAL IMPACT**

Estimated expenses are approximately \$2,500, which includes registration, travel, lodging, and meals. The City Clerks' Association of California (CCAC) awarded a one-time \$400 scholarship for the Deputy City Clerk, which the City will receive after the training is completed. The remaining funds are available in the fiscal year (FY) 2022/23 Travel and Training budget (101-1005-60320).

#### **BACKGROUND/ANALYSIS**

CCAC was founded in 1977 with the objective of promoting the municipal clerk profession through education, support, and communication. It provides mentoring programs, professional development, leadership and management training opportunities, and promotes effective legislation, and uniform and improved standards to effectively administer Clerk duties.

This training is one of four total required courses in obtaining the *Certified Municipal Clerk* certification and will offer the Deputy City Clerk a wide range of technical clerk knowledge in key areas such as management skills, the Municipal Clerk profession, local government overview, ethics and personal values, influencing others, communication skills, and the Clerk's role in emergency/crisis management.

#### **ALTERNATIVES**

Council may elect not to authorize this request.

Prepared by: Laurie McGinley, Deputy City Clerk

Approved by: Monika Radeva, City Clerk

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CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: AUTHORIZE OVERNIGHT TRAVEL FOR THREE PLANNING COMMISSIONERS AND ONE PLANNING STAFF MEMBER TO ATTEND THE ANNUAL LEAGUE OF CALIFORNIA CITIES PLANNING COMMISSIONERS ACADEMY IN GARDEN GROVE, CALIFORNIA, MARCH 29 – 31, 2023

#### RECOMMENDATION

Authorize overnight travel for three Planning Commissioners and one Planning Staff Member to attend the League of California Cities Annual Planning Commissioners Academy in Garden Grove, California, March 29 – 31, 2023.

#### **EXECUTIVE SUMMARY**

- The League of California Cities hosts an Annual Planning Commissioners Academy (Academy), which offers sessions on major planning and land-use issues as well as provides networking opportunities.
- The Academy rotates between northern and southern California cities. This year's event will be in Garden Grove.
- Upon approval, three Planning Commissioners and one Planning Staff Member will attend this year's Academy.

#### **FISCAL IMPACT**

Estimated total expenses are \$7,500 for four (4) attendees, which includes registration, transportation, lodging, and meals. Funds are available in the Planning Division Travel and Training Budget (101-6002-60320).

#### **BACKGROUND/ANALYSIS**

The Academy is a three-day event focusing on major planning and land-use issues affecting local governments. Education sessions may include:

- AB 1234 and AB 1661 trainings
- Essential planning tools
- California Environmental Quality Act
- The impact of planning policy and community design on a community

- The planning process before project approval
- Basic topics that Planning Commissioners should know when reviewing planning documents and land use cases.

The three attending Commissioners will be selected at the next regular Planning Commission meeting held in February 2023, and staff recommends that Commissioners that have not yet attended the Academy be given priority.

### **ALTERNATIVES**

Council may elect to not authorize this travel or reduce the number of attendees.

Prepared by: Cheri Flores, Planning Manager

Approved by: Danny Castro, Design and Development Director

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO UTILIZE VINTAGE ASSOCIATES, INC., FOR ADDITIONAL SPENDING AUTHORITY UP TO \$175,000 FOR EXTRA WORK AND PURCHASE OF PLANT MATERIALS IN FISCAL YEAR 2022/23 WHEN THEY ARE THE QUALIFIED AND/OR LOWEST BIDDER

#### **RECOMMENDATION**

Authorize the Public Works Department to utilize Vintage Associates, Inc. for additional spending authority up to \$175,000 for extra work and the purchase of plant materials during fiscal year 2022/23 when they are the qualified and/or lowest bidder.

#### **EXECUTIVE SUMMARY**

- Per the City's purchasing policy, amounts paid to vendors/contractors over \$50,000 per fiscal year (FY) must be approved by Council.
- The City contracts with Vintage Associates, Inc. (Vintage) to provide park landscape maintenance services (Project No. 2018-32).
- On July 19, 2022, Council authorized Staff to utilize Vintage as a single source for landscape maintenance work within parks and additional spending authority up to \$100,000 for FY 2022/23.
- Staff requests spending authority for an additional amount of \$175,000 in FY 2022/23 for extra work and/or the purchase of plant materials.

#### FISCAL IMPACT

The \$175,000 (total amount up to \$275,000 in FY 2022/23) would be charged in increments, as needed, to the appropriate account(s) should Vintage be awarded any other bid in 2022/23.

#### **BACKGROUND/ANALYSIS**

Vintage provides quality work and is contracted with the City for Parks Landscape Maintenance services.

The landscape contract with Vintage allows for extra services on request, such as plant replacement, tree removal, irrigation repairs/modification, installation of ground cover, and emergency callouts. However, the exact dollar amount for extra work is not specified. The City also purchases plant materials from Vintage for plant replacement in City parks, medians, and landscaping projects.

On July 19, 2022, Council authorized Vintage to be utilized as a single source for landscape refresh and restoration within the parks, and additional spending authority up to \$100,000 for FY 2022/23.

Staff requests authorization up to an additional \$175,000 for FY 2022/23 to utilize Vintage for combined work when they are the qualified and/or low bidder, and/or for the purchase of plant materials. Each project would be subject to the City's current purchasing policy and follow the City's bidding procedures. Council approval of the staff report does not guarantee Vintage would receive any future work. Without Council approval, future individual projects would be required to come back to Council for approval which would cause delays.

#### **ALTERNATIVES**

Council may elect not to authorize this request and require Staff to get approval on an asneeded basis for any future work awarded to Vintage. However, this approach would delay completion schedules.

Prepared by: Dianne Hansen, Management Analyst

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

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: EXCUSE ABSENCES OF COMMISSIONER GUERRERO FROM THE JANUARY 24, 2023, PLANNING COMMISSION MEETING AND COMMISSIONER BATAVICK FROM THE FEBRUARY 2, 2023, FINANCIAL ADVISORY COMMISSION SPECIAL MEETING

#### RECOMMENDATION

Excuse absences of Commissioner Elisa Guerrero from the January 24, 2023, Planning Commission meeting and Commissioner George Batavick from the February 2, 2023, Financial Advisory Commission special meeting.

#### **EXECUTIVE SUMMARY**

- On January 23, 2023, Commissioner Guerrero requested to be excused from the January 24, 2023, Planning Commission meeting due to an illness. Commissioner Guerrero has no excused or unexcused absences for fiscal year 2022/23.
- On January 23, 2023, Commissioner Batavick requested to be excused from the February 2, 2023, Financial Advisory Commission special meeting due to a scheduling conflict. Commissioner Batavick has no excused or unexcused absences for fiscal year 2022/23.

#### **FISCAL IMPACT**

No meeting attendance compensation is paid to absent members.

#### **BACKGROUND/ANALYSIS**

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

The absence of a member of a board, commission or committee to a special meeting does not count toward the allowed number of absences for that fiscal year.

### **ALTERNATIVES**

Council may deny this request, which would result in the absence being counted toward Commissioner Guerrero's limitation on absences as noted above. Staff does not suggest an alternative for Commissioner Batavick as absences from special meetings do not count toward the limitation on absences.

Prepared by: Lori Lorett, Permit Technician Approved by: Monika Radeva, City Clerk

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED JANUARY 13, JANUARY 20, AND JANUARY 27, 2023

#### **RECOMMENDATION**

Approve demand registers dated January 13, January 20, and January 27, 2023.

### **EXECUTIVE SUMMARY** – None

#### **FISCAL IMPACT**

#### Demand of Cash:

City	\$	3,585,600.15
Successor Agency of RDA	\$	-
Housing Authority	_ \$	19,834.51
	\$	3,605,434.66

#### BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for January 13, January 20, and January 27, 2023.

#### Warrants Issued:

209886-209938	\$ 512,578.67
209939-210005	\$ 1,791,960.06
210007-210071	\$ 456,902.74
Wire Transfers	\$ 598,472.50
Payroll Tax Transfers	\$ 46,676.75
Payroll Direct Deposit	\$ 228,614.37
Voids	\$ (29,770.43)
	\$ 3,605,434.66

Two checks in the amount listed above were voided, one due to builder withdrawing their request to cancel permit and the other due to vehicle warranty covered service expense.

The most significant expenditures on the demand registers are:

Vendor	<b>Account Name</b>	Amount	Purpose
Riverside County Sheriff Department <sup>(1)</sup>	Various	\$ 1,213,938.72	Nov Police Service & Fuel Charges
Granite Construction Company	Construction	\$ 253,835.52	Moon River Dr Rehab Progress Payment
Coachella Valley Assoc of Government	TUMF Payable to CVAG	\$ 120,258.00	Dec TUMF Fees
Vintage Associates <sup>(2)</sup>	Various	\$ 109,850.11	Jan City Parks & Bear Creek Trail Maintenance
Universal Construction And Engineering	Construction	\$ 83,340.46	Washington St ADA Improvements Progress Payment

<sup>(1)</sup> Payments were made on 1/20/23 & 1/27/23

**Wire Transfers:** Fourteen transfers totaled \$598,473. Of this amount, 445,820 was to Landmark, and \$88,710 was to CalPERS. (See Attachment 2 for a complete listing).

**Purchase Orders/Contracts:** During the quarterly period starting October 1 through December 31, 2022, five purchase orders were issued with a value between \$25,000 and \$50,000, for a total of \$177,531 (See Attachment 3 for a complete listing).

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

Transaction	Issuer	Туре	P	ar Value	Settle Date	Coupon Rate	YTM
Purchase	Scient FCU	CD	\$	248,000	1/13/23	4.650%	4.650%
Purchase	SPCO Credit Union	CD	\$	249,000	1/20/23	4.350%	4.350%
Purchase	United States Treasury	Treasury	\$	500,000	1/24/23	3.125%	3.640%
Maturity	Federal Farm Credit Bank	Agency	\$ 1	.,000,000	1/25/23	0.180%	
Purchase	Evergreen Bank Group	CD	\$	248,000	1/27/23	3.850%	3.850%

Prepared by: Jesse Batres, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

Attachments: 1. Demand Registers

2. Wire Transfers

3. Purchase Orders

<sup>(2)</sup> Payments were made on 1/13/23, 1/20/23, and 1/27/23

# **ATTACHMENT 1 Demand Register**

La Quinta City of La Quinta

Packet: APPKT03353 - 01/13/2023 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
UNITED WAY OF THE DESERT	209933	CONTRIBUTION	United Way Deductions	101-0000-20981	37.00
UNITED WAY OF THE DESERT	209933	CONTRIBUTION	United Way Deductions	101-0000-20981	37.00
DESERT SUN PUBLISHING, LLC	209904	11/2022 - STREET VACATION AD	Advertising	101-7002-60450	882.00
VISIT GREATER PALM SPRINGS	209937	FY 22/23 QTR 3 CITY FUNDING	VGPS - Visit Greater Palm Spri	101-3007-60151	80,789.77
CHARTER COMMUNICATIONS	209894	11/24-12/24/22 - FS #93 CABLE (2415)	Cable/Internet - Utilities	101-2002-61400	113.79
CHARTER COMMUNICATIONS	209894	12/24-01/23/23 - FS #93 CABLE (2415)	Cable/Internet - Utilities	101-2002-61400	113.79
TRI-STATE MATERIALS INC	209931	12/29/22 - LANDSCAPE D.G FOR DESERT P	Materials/Supplies	101-3005-60431	952.52
TRI-STATE MATERIALS INC	209931	12/29/22 - LANDSCAPE D.G FOR DESERT P	Materials/Supplies	101-3005-60431	962.27
EISENHOWER OCCUPATIONAL	209907	12/2022 - PRE EMPLOYMENT PHYSICALS	Consultants/Employee Services	101-1004-60104	165.00
EISENHOWER OCCUPATIONAL	209907	12/2022 - PRE EMPLOYMENT PHYSICALS	Recruiting/Pre-Employment	101-1004-60129	95.00
TPX COMMUNICATIONS	209929	12/23/22-01/22/23 - EOC PHONE LINE SVC	Telephone - Utilities	101-2002-61300	2,839.32
MADDEN MEDIA	209919	12/2022 - MEDIA RETAINER	Marketing & Tourism Promoti	101-3007-60461	50,079.38
IRC CORPORATION	209914	12/2022 - PRE EMPLOYMENT BACKGROU	Recruiting/Pre-Employment	101-1004-60129	124.25
XPRESS GRAPHICS	209938	09/27/22 - PRINTED SWAG BAG INSERTS	Printing	101-3007-60410	142.39
VINTAGE ASSOCIATES	209936	12/02/22 - BEAR CREEK TRAIL PLANTS	Materials/Supplies	101-3005-60431	199.34
VINTAGE ASSOCIATES	209936	12/19/22 - BEAR CREEK TRAIL PLANTS	Materials/Supplies	101-3005-60431	2,812.28
VINTAGE ASSOCIATES	209936	12/21/22 - BEAR CREEK TRAIL PLANTS	Materials/Supplies	101-3005-60431	420.23
VINTAGE ASSOCIATES	209936	12/22/22 - BEAR CREEK TRAIL PLANTS	Materials/Supplies	101-3005-60431	420.23
VINTAGE ASSOCIATES	209936	12/23/22 - BEAR CREEK TRAIL PLANTS	Materials/Supplies	101-3005-60431	398.68
VINTAGE ASSOCIATES	209936	12/1-12/06/22 - BEAR CREEK TRAIL MAIN	Maintenance/Services	101-3005-60691	5,280.00
VINTAGE ASSOCIATES	209936	12/07-12/08/22 - BEAR CREEK TRAIL MAI	Maintenance/Services	101-3005-60691	3,200.00
VINTAGE ASSOCIATES	209936	12/12-12/16/22 - BEAR CREEK TRAIL MAI	Maintenance/Services	101-3005-60691	9,640.00
VINTAGE ASSOCIATES	209936	12/19-12/23/22 - BEAR CREEK TRAIL MAI	Maintenance/Services	101-3005-60691	8,035.00
LEAGUE OF CALIFORNIA CITIES	209916	11/14/22 - RIVCO DIVISION MEETING S.S	Travel & Training	101-1002-60320	50.00
USA DRAIN AND PLUMBING	209934	12/22/22 - FB POOL BUILDING MIXING VA	Fritz Burns Pool Maintenance	101-3005-60184	2,669.00
SMITH PIPE & SUPPLY CO	209924	12/27/22 - IRRIGATION PARTS FOR BEAR	Materials/Supplies	101-3005-60431	541.68
STENO SOLUTIONS	209925	12/2022 - TRANSCRIPTION SVC POLICE LA	LQ Police Volunteers	101-2001-60109	24.30
BIO-TOX LABORATORIES	209890	12/15/22 - BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	2,131.55
ROBERT HALF	209922	12/16/22 - TEMP AGENCY SVCS T.SUDAKO	Temporary Agency Services	101-6006-60125	852.62
ROBERT HALF	209922	12/16/22 - TEMP AGENCY SVCS C.HICKS	Temporary Agency Services	101-2002-60125	332.16
ROBERT HALF	209922	12/23/22 - TEMP AGENCY SVCS G.HU	Temporary Agency Services	101-6002-60125	1,084.32
ROBERT HALF	209922	12/23/22 - TEMP AGENCY SVCS C.HICKS	Temporary Agency Services	101-2002-60125	1,328.64
ROBERT HALF	209922	12/30/22 - TEMP AGENCY SVCS G.HU	Temporary Agency Services	101-6002-60125	1,084.32
ROBERT HALF	209922	12/30/22 - TEMP AGENCY SVCS C.HICKS	Temporary Agency Services	101-2002-60125	1,328.64
DAIOHS FIRST CHOICE SERVICES	209900	11/02/22 - LOBBY COFFEE MACHINE SUPP	Citywide Supplies	101-1007-60403	422.75
DAIOHS FIRST CHOICE SERVICES	209900	12/01/22 - LOBBY COFFEE MACHINE SUPP	Citywide Supplies	101-1007-60403	669.75
HIGH TECH IRRIGATION INC	209912	01/05/23 - IRRIGATION PARTS	Materials/Supplies	101-3005-60431	2,554.21
AMERICAN FORENSIC NURSES	209888	12/20/22 - BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	133.70
AMERICAN FORENSIC NURSES	209888	12/28/22 - BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	133.70
AMERICAN FORENSIC NURSES	209888	12/28/22 - BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	61.22
FEDEX	209908	12/20/22 & 12/22/22 - OVERNIGHT MAIL	Postage	101-1007-60470	27.93
FEDEX	209909	12/30/22 - OVERNIGHT MAIL	Postage	101-1007-60470	59.44
VERIZON WIRELESS	209935	11/26-12/25/22 - LQPD CELL (6852)	Telephone - Utilities	101-2001-61300	874.34
DEPARTMENT OF ANIMAL SER	209902	11/2022 - ANIMAL SERVICES	Animal Shelter Contract Service	101-6004-60197	29,369.36
ARMENDARIZ, DERRICK	209889	09/1-12/13/22 - TUITION REIMBURSEME	Training & Education/MOU	101-1004-60322	1,272.91
ARMENDARIZ, DERRICK	209889	05/3-08/16/22 - TUITION REIMBURSEME	Training & Education/MOU	101-1004-60322	1,473.59
COACHELLA VALLEY CONSERV	209897	12/2022 - MSCHP FEES	MSHCP Mitigation Fee	101-0000-20310	74,865.00
COACHELLA VALLEY CONSERV	209897	12/2022 - MSCHP FEES	CVMSHCP Admin Fee	101-0000-43631	-748.65
LAUREANO, SANDRA	209915	12/1/22 - GOVERNMENT TAX SEMINAR T	Travel & Training	101-1006-60320	98.88
EISENHOWER MEDICAL CENTER	209906	11/2022 - SEXUAL ASSUALT EXAM LA2231	Sexual Assault Exam Fees	101-2001-60193	800.00
EISENHOWER MEDICAL CENTER	209906	11/2022 - SEXUAL ASSUALT EXAM LA2230	Sexual Assault Exam Fees	101-2001-60193	1,200.00
RJT HOMES CODORNIZ LLC	209921	01/04/23 - DUST CONTROL DEP REFUND	Developer Deposits	101-0000-22810	4,000.00
DISH NETWORK	209905	12/22/22-01/21/23- EOC CABLE	Cable/Internet - Utilities	101-2002-61400	110.70

Demand Register				Packet: APPKT03353 -	01/13/2023 JB
Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
DISH NETWORK	209905	11/22-12/22/22- EOC CABLE	Cable/Internet - Utilities	101-2002-61400	100.70
FRONTIER COMMUNICATIONS	209910	12/26/22-01/25/23 - POLICE INTERNET	Cable/Internet - Utilities	101-2001-61400	571.63
LOWE'S HOME IMPROVEMENT	209917	11/02/22 - GOOF OFF AEROSAL FOR FS #32	Maintenance/Services	101-2002-60691	51.05
LOWE'S HOME IMPROVEMENT	209917	10/27/22 - PAINT BRUSHES (6)	Materials/Supplies	101-3005-60431	59.88
LOWE'S HOME IMPROVEMENT	209917	10/31/22 - SPRAY PAINT FOR CIVIC CENTE	Materials/Supplies	101-3005-60431	43.30
LOWE'S HOME IMPROVEMENT	209917	11/04/22 - STAPLES	Materials/Supplies	101-3005-60431	10.30
LOWE'S HOME IMPROVEMENT	209917	11/22/22 - EXTENSION CORDS (20)	Materials/Supplies	101-3005-60431	46.76
LOWE'S HOME IMPROVEMENT	209917	11/19/22 - EXTENSION CORDS & LIGHTING	Materials/Supplies	101-3005-60431	352.68
LOWE'S HOME IMPROVEMENT	209917	11/15/22 - MATERIALS FOR LQ PARK	Materials/Supplies	101-3005-60431	69.71
LOWE'S HOME IMPROVEMENT	209917	11/16/22 - ELECTRICIAN TOOL KIT & VOLT	Materials/Supplies	101-3005-60431	63.42
LOWE'S HOME IMPROVEMENT	209917	11/17/22 - EXTENSION CORDS & CHRIST	Materials/Supplies	101-3005-60431	427.06
LOWE'S HOME IMPROVEMENT	209917	11/18/22 - EXTENSION CORDS	Materials/Supplies	101-3005-60431	202.10
LOWE'S HOME IMPROVEMENT	209917	11/21/22 - LIGHTING TIMER & CHRISTMAS		101-3005-60431	223.87
LOWE'S HOME IMPROVEMENT	209917	11/21/22 - STAPLES & GLOVES	Materials/Supplies	101-3005-60431	65.98
LOWE'S HOME IMPROVEMENT	209917	11/21/22 - CHRISTMAS STRING LIGHTS (48)	Materials/Supplies	101-3005-60431	296.50
LOWE'S HOME IMPROVEMENT	209917	11/21/22 - STEEL STUCCO NETTING	Materials/Supplies	101-3005-60431	14.96
LOWE'S HOME IMPROVEMENT		11/18/22 - EXTENSION CORDS	Materials/Supplies	101-3005-60431	340.61
LOWE'S HOME IMPROVEMENT		11/16/22 - ELECTRICIAN TOOL KIT & VOLT	Tools/Equipment	101-3005-60432	57.29
LOWE'S HOME IMPROVEMENT	209917	11/17/22 - RATCHET TIE DOWNS	Tools/Equipment	101-3005-60432	30.96
LOWE'S HOME IMPROVEMENT		11/09/22 - STEEL BEDDING FORK & HAND		101-3005-60432	119.79
LOWE'S HOME IMPROVEMENT	209917	11/07/22 - SPRAY PAINT FOR CH	Materials/Supplies	101-3008-60431	20.62
LOWE'S HOME IMPROVEMENT	209917	11/07/22 - CONCRETE WEDGE ANCHORS	Materials/Supplies	101-3008-60431	91.87
LOWE'S HOME IMPROVEMENT	209917	11/15/22 - OUTDOOR AREA LIGHTS FOR CH	Materials/Supplies	101-3008-60431	228.24
LOWE'S HOME IMPROVEMENT	209917	11/21/22 - TIE DOWNS	Operating Supplies	101-7003-60420	50.46
LOWE'S HOME IMPROVEMENT	209917	11/07/22 - DESK FAN & PINE FIR BOARD	Operating Supplies	101-7003-60420	80.25
LOWE'S HOME IMPROVEMENT	209917	11/10/22 - PAPER SHOP TOWELS	Operating Supplies	101-7003-60420	11.72
LOWE'S HOME IMPROVEMENT		11/08/22 - TOOLS FOR ARROW TRUCK	Tools/Equipment	101-7003-60432	115.66
LOWE'S HOME IMPROVEMENT		11/02/22 - JUMPER CABLE	Tools/Equipment	101-7003-60432	36.64
OCEAN SPRINGS TECH INC	209920	09/29/22 - FB SAND MEDIA INSTALLATION	Fritz Burns Pool Maintenance	101-3005-60184	3,709.94
TRADITION GOLF CLUB	209930	01/09/23 - BUSINESS LIC REFUND LIC 000	Over Payments, AR Policy	101-0000-20330	107.00
SD GROUP	209923	10/21/22 - APPRAISAL SERVICES APN 773	Professional Services	101-1002-60103	4,400.00
				Fund 101 - GENERAL FUND Total:	308,546.25
Fund: 201 - GAS TAX FUND					
TOPS' N BARRICADES INC	209927	01/05/23 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	45.89
TOPS' N BARRICADES INC	209927	01/05/23 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	33.71
UNDERGROUND SERVICE ALERT	209932	01/01/23 - DIG ALERT SERVICES	Materials/Supplies	201-7003-60431	62.50
LOWE'S HOME IMPROVEMENT	209917	11/23/22 - EARMUFFS & GLOVES	Safety Gear	201-7003-60427	150.71
				Fund 201 - GAS TAX FUND Total:	292.81
Fund: 202 - LIBRARY & MUSEUN	/I FUND				
CINTAS FIRST AID & SAFETY	209895	01/05/23 - LIBRARY FIRST AID SVCS	Operating Supplies	202-3004-60420	20.19
CINTAS FIRST AID & SAFETY	209895	01/05/23 - MUSEUM FIRST AID SVCS	Operating Supplies	202-3006-60420	20.43
LOWE'S HOME IMPROVEMENT	209917	11/15/22 - OUTDOOR MOTION FLOOD LI	Maintenance/Services	202-3006-60691	133.94
			Fund 202 - L	IBRARY & MUSEUM FUND Total:	174.56
Fund: 215 - LIGHTING & LANDSO	CAPING FUND				
SMITH PIPE & SUPPLY CO	209924	12/22/22 - IRRIGATION PARTS FOR JEFFER	Materials/Supplies	215-7004-60431	500.05
CALIFORNIA DESERT NURSERY,	. 209892	12/22/22 - PLANTS	Materials/Supplies	215-7004-60431	644.22
LOWE'S HOME IMPROVEMENT	209917	10/28/22 - SPRAY PAINT	Supplies-Graffiti and Vandalism	215-7004-60423	30.92
LOWE'S HOME IMPROVEMENT	209917	10/25/22 - PAINT BRUSHES (6)	Materials/Supplies	215-7004-60431	15.49
LOWE'S HOME IMPROVEMENT	209917	10/27/22 - FLASHLIGHTS (2)	Materials/Supplies	215-7004-60431	60.90
LOWE'S HOME IMPROVEMENT	209917	10/27/22 - RECIPROCATING SAW	Tools/Equipment	215-7004-60432	342.92
VINTAGE ASSOCIATES	209936	12/28/22 - PLANTS	Materials/Supplies	215-7004-60431	439.08
DESERT ELECTRIC SUPPLY	209903	12/30/22 - ELECTRICAL BREAKERS	Materials/Supplies	215-7004-60431	368.03
			Fund 215 - LIGHTI	NG & LANDSCAPING FUND Total:	2,401.61
Fund: 221 - AB 939 - CALRECYCL	E FUND				
ALPHA MEDIA LLC	209887	12/2022 - RECYCLING RADIO ADS 93.7 KC	AB 939 Recycling Solutions	221-0000-60127	1,759.29
ALPHA MEDIA LLC	209887	12/2022 - RECYCLING RADIO ADS MIX 100	AB 939 Recycling Solutions	221-0000-60127	1,760.98
			Fund 221 - A	AB 939 - CALRECYCLE FUND Total:	3,520.27

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Fund: 224 - TUMF FUND COACHELLA VALLEY ASSOC OF 20  Fund: 241 - HOUSING AUTHORITY CAHA, BECKY 20  Fund: 401 - CAPITAL IMPROVEMEN CONVERSE CONSULTANTS 20 IMPERIAL IRRIGATION DIST 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLATOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20				Packet: APPKT03353 -	01/13/2023 JB
Fund: 241 - HOUSING AUTHORITY CAHA, BECKY 20  Fund: 401 - CAPITAL IMPROVEMEN CONVERSE CONSULTANTS 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLA TOPS' N BARRICADES INC 20	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 241 - HOUSING AUTHORITY CAHA, BECKY 20  Fund: 401 - CAPITAL IMPROVEMEN CONVERSE CONSULTANTS 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLA TOPS' N BARRICADES INC 20					
Fund: 401 - CAPITAL IMPROVEMEN CONVERSE CONSULTANTS 20 CONVERGINT TECHNOLOGIES 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLA TOPS' N BARRICADES INC 20	209896	12/2022 - TUMF FEES	TUMF Payable to CVAG	224-0000-20320	120,258.00
Fund: 401 - CAPITAL IMPROVEMEN CONVERSE CONSULTANTS 20 CONVERGINT TECHNOLOGIES 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLA TOPS' N BARRICADES INC 20				Fund 224 - TUMF FUND Total:	120,258.00
Fund: 401 - CAPITAL IMPROVEMEN CONVERSE CONSULTANTS 20 CONVERGINT TECHNOLOGIES 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLA TOPS' N BARRICADES INC 20					
CONVERSE CONSULTANTS 20 CONVERGINT TECHNOLOGIES 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLATOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20	209891	12/2022 - HOUSING CONSULTANT SERVIC	Professional Services	241-9101-60103	6,150.00
CONVERSE CONSULTANTS 20 CONVERGINT TECHNOLOGIES 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLATOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20			Fu	nd 241 - HOUSING AUTHORITY Total:	6,150.00
CONVERGINT TECHNOLOGIES 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLA TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20	NT PROGRAMS				
CONVERGINT TECHNOLOGIES 20 IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLA TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20	209899	10/1-11/25/22 - MATERIAL TESTING AVE	Technical	401-0000-60108	7,707.50
IMPERIAL IRRIGATION DIST 20 SWRCB 20  Fund: 501 - FACILITY & FLEET REPLATOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20	209898	11/14/22 - CITYWIDE CAMERA SYSTEM M	Construction	401-0000-60188	3,521.25
Fund: 501 - FACILITY & FLEET REPLATOPS' N BARRICADES INC 20 TOPS' N BA	209913	1/10/23 - DUNE PALMS BRIDGE SHOO FLY	Construction	401-0000-60188	2,250.00
Fund: 501 - FACILITY & FLEET REPLATOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20	209926	10/01/22-09/30/23 - X-PARK SWRCB PER	Construction	401-0000-60188	652.00
TOPS' N BARRICADES INC TOPS' N BARRICADES INC TOPS' N BARRICADES INC 20	-03320	10/01/12 03/00/23 / / / / / / / / / / / / / / / / / /		AL IMPROVEMENT PROGRAMS Total:	14,130.75
TOPS' N BARRICADES INC TOPS' N BARRICADES INC TOPS' N BARRICADES INC 20					_ ,
TOPS' N BARRICADES INC 20 TOPS' N BARRICADES INC 20		Truck Manustral CMC 2 121 1 1 1 1 1	Danta Assass 1 111 Ct	F04 0000 C0C75	000 =0
TOPS' N BARRICADES INC 20	209927	Truck Mounted CMS Board Plus Installatio	, , , , , , , , , , , , , , , , , , ,		822.50
	209927	TRUCK-MOUNT MESSAGE 48'X72'-VIN265	, , , ,		9,400.00
	209927	BUILD A STEEL RACK & INSTALL	Parts, Accessories, and Upfit		750.00
	209893	01/04/23 - DEF FLUID & LIGHT BULBS	Parts, Accessories, and Upfit		128.51
TOWER ENERGY GROUP 20	209928	11/16-11/30/22 - FUEL	Fuel & Oil	501-0000-60674	4,268.85
			Fund 501 - FA	ACILITY & FLEET REPLACEMENT Total:	15,369.86
Fund: 502 - INFORMATION TECHNO	IOLOGY				
CHARTER COMMUNICATIONS 20	209894	11/15-12/14/22 - WC CABLE (8105)	Cable/Internet - Utilities	502-0000-61400	154.52
CHARTER COMMUNICATIONS 20	209894	11/10-12/09/22 - CH INTERNET (2546)	Cable/Internet - Utilities	502-0000-61400	2,079.00
CHARTER COMMUNICATIONS 20	209894	12/10/22-01/09/23 - CH INTERNET (2546)	Cable/Internet - Utilities	502-0000-61400	2,079.00
CHARTER COMMUNICATIONS 20	209894	12/12/22-01/11/23 - CITY YARD CABLE (4	Cable/Internet - Utilities	502-0000-61400	81.70
CHARTER COMMUNICATIONS 20	209894	12/24/22-1/23/23 - WC CABLE (4601)	Cable/Internet - Utilities	502-0000-61400	284.60
DELL MARKETING LP 20	209901	07/01-12/31/23- PROSUPPORT SYSTEM S	Prepaid Expense	502-0000-13600	2,095.86
DELL MARKETING LP 20	209901	01/01-06/30/23- PROSUPPORT SYSTEM S	Maintenance Agreements	502-0000-60300	2,095.86
TPX COMMUNICATIONS 20	209929	12/23/22-01/22/23 - PHONE LINE SVC	Telephone - Utilities	502-0000-61300	3,000.73
ACORN TECHNOLOGY SERVICES 20	209886	07/01/23-01/31/24 - SECUREWORKS SUB	Prepaid Expense	502-0000-13600	16,094.10
ACORN TECHNOLOGY SERVICES 20	209886	02/1/23-06/30/23 - SECUREWORKS SUBS	Consultants	502-0000-60104	11,495.80
FRONTIER COMMUNICATIONS 20	209910	12/12/22-01/11/23 - X PARK INTERNET	Cable/Internet - Utilities	502-0000-61400	904.07
FRONTIER COMMUNICATIONS 20	209910	12/25/22-01/24/23 - CH INTERNET	Cable/Internet - Utilities	502-0000-61400	100.05
FRONTIER COMMUNICATIONS 20	209910	12/27/22-01/26/23 - BLACKHAWK/LQ PA	Cable/Internet - Utilities	502-0000-61400	80.98
				- INFORMATION TECHNOLOGY Total:	40,546.27
Fund: 504 - INSURANCE FUND					
	00000	01/05/22 FD DOOL FIRST AID SVCS	Operating Cumplies	E04 1010 60420	E 6 72
	209895	01/05/23 - FB POOL FIRST AID SVCS	Operating Supplies	504-1010-60420 504-1010-60420	56.72
	209895				63.48
	209895	01/05/23 - PW YARD FIRST AID SVCS	Operating Supplies	504-1010-60420	83.49
	209895	01/05/23 - WC FIRST AID SVCS	Operating Supplies	504-1010-60420	70.57
CINTAS FIRST AID & SAFETY 20	209895	01/05/23 - CH FIRST AID SVCS	Operating Supplies	504-1010-60420	132.65
				Fund 504 - INSURANCE FUND Total:	406.91
Fund: 601 - SILVERROCK RESORT					
GARDAWORLD 20	209911	01/2023 - SRR ARMORED SERVICE	Bank Fees	601-0000-60455	764.46
LOWE'S HOME IMPROVEMENT 20	209917	11/02/22 - PVC PIPE FOR SRR	Repair & Maintenance	601-0000-60660	16.92
			F	und 601 - SILVERROCK RESORT Total:	781.38
				Grand Total:	512,578.67

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### **Fund Summary**

Fund		Expense Amount
101 - GENERAL FUND		308,546.25
201 - GAS TAX FUND		292.81
202 - LIBRARY & MUSEUM FUND		174.56
215 - LIGHTING & LANDSCAPING FUND		2,401.61
221 - AB 939 - CALRECYCLE FUND		3,520.27
224 - TUMF FUND		120,258.00
241 - HOUSING AUTHORITY		6,150.00
401 - CAPITAL IMPROVEMENT PROGRAMS		14,130.75
501 - FACILITY & FLEET REPLACEMENT		15,369.86
502 - INFORMATION TECHNOLOGY		40,546.27
504 - INSURANCE FUND		406.91
601 - SILVERROCK RESORT		781.38
	<b>Grand Total:</b>	512,578.67

#### **Account Summary**

Account Number	Account Name	Expense Amount
101-0000-20310	MSHCP Mitigation Fee	74,865.00
101-0000-20330	Over Payments, AR Policy	107.00
101-0000-20981	United Way Deductions	74.00
101-0000-22810	Developer Deposits	4,000.00
101-0000-43631	CVMSHCP Admin Fee	-748.65
101-1002-60103	Professional Services	4,400.00
101-1002-60320	Travel & Training	50.00
101-1004-60104	Consultants/Employee Se	165.00
101-1004-60129	Recruiting/Pre-Employme	219.25
101-1004-60322	Training & Education/MOU	2,746.50
101-1006-60320	Travel & Training	98.88
101-1007-60403	Citywide Supplies	1,092.50
101-1007-60470	Postage	87.37
101-2001-60109	LQ Police Volunteers	24.30
101-2001-60174	Blood/Alcohol Testing	2,460.17
101-2001-60193	Sexual Assault Exam Fees	2,000.00
101-2001-61300	Telephone - Utilities	874.34
101-2001-61400	Cable/Internet - Utilities	571.63
101-2002-60125	Temporary Agency Servic	2,989.44
101-2002-60691	Maintenance/Services	51.05
101-2002-61300	Telephone - Utilities	2,839.32
101-2002-61400	Cable/Internet - Utilities	438.98
101-3005-60184	Fritz Burns Pool Maintena	6,378.94
101-3005-60431	Materials/Supplies	11,478.57
101-3005-60432	Tools/Equipment	208.04
101-3005-60691	Maintenance/Services	26,155.00
101-3007-60151	VGPS - Visit Greater Palm	80,789.77
101-3007-60410	Printing	142.39
101-3007-60461	Marketing & Tourism Pro	50,079.38
101-3008-60431	Materials/Supplies	340.73
101-6002-60125	Temporary Agency Servic	2,168.64
101-6004-60197	Animal Shelter Contract S	29,369.36
101-6006-60125	Temporary Agency Servic	852.62
101-7002-60450	Advertising	882.00
101-7003-60420	Operating Supplies	142.43
101-7003-60432	Tools/Equipment	152.30
201-7003-60427	Safety Gear	150.71
201-7003-60429	Traffic Control Signs	79.60
201-7003-60431	Materials/Supplies	62.50
202-3004-60420	Operating Supplies	20.19
202-3006-60420	Operating Supplies	20.43
202-3006-60691	Maintenance/Services	133.94
215-7004-60423	Supplies-Graffiti and Van	30.92

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#### **Account Summary**

Account Number	Account Name	Expense Amount
215-7004-60431	Materials/Supplies	2,027.77
215-7004-60432	Tools/Equipment	342.92
221-0000-60127	AB 939 Recycling Solutions	3,520.27
224-0000-20320	TUMF Payable to CVAG	120,258.00
241-9101-60103	Professional Services	6,150.00
401-0000-60108	Technical	7,707.50
401-0000-60188	Construction	6,423.25
501-0000-60674	Fuel & Oil	4,268.85
501-0000-60675	Parts, Accessories, and Up	11,101.01
502-0000-13600	Prepaid Expense	18,189.96
502-0000-60104	Consultants	11,495.80
502-0000-60300	Maintenance Agreements	2,095.86
502-0000-61300	Telephone - Utilities	3,000.73
502-0000-61400	Cable/Internet - Utilities	5,763.92
504-1010-60420	Operating Supplies	406.91
601-0000-60455	Bank Fees	764.46
601-0000-60660	Repair & Maintenance	16.92
	Grand Total:	512,578.67

#### **Project Account Summary**

Project Account Key	Project Account Name	Project Name	Expense Amount
**None**	**None**	**None**	494,447.92
111205CT	Construction Expense	Dune Palms Bridge Imp/BRLKS-543	2,250.00
151609CT	Construction Expense	La Quinta X Park	652.00
201709T	Technical Expense	Ave 53 Jefferson St.Roundabout	7,707.50
202003CT	Construction Expense	Citywide Public Safety Camera Syst	3,521.25
261-149E	RJT HOMES EXP	RJT HOMES	4,000.00
	Grand Total:	512,578.67	

<sup>\*</sup>Project codes are generally used to track Capital Improvement Program (CIP) projects, other large public works projects, developer deposits, or city-wide events. Normal operational expenditures are not project coded and, therefore, will report as "none" in this section.



# **Demand Register**

Packet: APPKT03361 - 1/20/2023 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
DESERT VALLEYS BUILDERS AS	209954	1/10/23 - DVBA DINNER S.SANCHEZ & J.P	Travel & Training	101-1001-60320	190.00
THE CONE ZONE	209991	04/29/23 - DEPOSIT FOR SNOW CONES F	Community Experiences	101-3003-60149	2,446.87
CHARTER COMMUNICATIONS	209948	01/05-02/04/23 - FS #32 CABLE/INTERNET	Cable/Internet - Utilities	101-2002-61400	10.51
CHARTER COMMUNICATIONS	209948	12/29/22-01/28/23 - FS #32 INTERNET (64	Cable/Internet - Utilities	101-2002-61400	99.99
HOLIDAYGOO	209964	01/10/23 - 10,000 PRE FILLED EASTER EG	Community Experiences	101-3003-60149	1,343.06
CACEO	209946	4/6/23 - CACEO WEBINAR K.MEREDITH	Travel & Training	101-6004-60320	54.00
CACEO	209946	4/6/23 - CACEO WEBINAR P.VILLANUEVA	Travel & Training	101-6004-60320	54.00
CACEO	209946	4/6/23- CACEO WEBINAR B.RODRIGUEZ	Travel & Training	101-6004-60320	54.00
CACEO	209946	4/6/23 - CACEO WEBINAR G.DUCHENE	Travel & Training	101-6004-60320	54.00
CACEO	209946	4/6/23 - CACEO WEBINAR M.SALAS	Travel & Training	101-6004-60320	54.00
DESERT SANDS UNIFIED SCHO	209953	9/22-10/19/22 - BP #4 SCHOOL RESOURCE	School Officer	101-2001-60168	20,416.09
WATERS, KRISTINE	210001	01/04/23 - WELLNESS CENTER REFUND	Wellness Center Memberships	101-0000-42218	62.50
BARSALEAU, MARY GRACE	209944	1/11/23 - RENTAL DEPOSIT REFUND	Miscellaneous Deposits	101-0000-22830	100.00
SHIRY, TERESA	209986	1/13/23 - BALLROOM BEGINNING CLASSES	Instructors	101-3002-60107	388.50
WILLIAMS, BILLEE	210003	1/13/23 - PILATES CLASS	Instructors	101-3002-60107	441.00
RUDY, LORI A	209984	1/13/23 - ESSENTIAL FITNESS CLASSES	Instructors	101-3002-60107	484.40
VIELHARBER, KAREN	209999	1/13/23 - GENTLE YOGA CLASSES	Instructors	101-3002-60107	195.30
VIELHARBER, KAREN	209999	1/13/23 - GENTLE YOGA CLASSES	Instructors	101-3002-60107	630.00
VIELHARBER, KAREN	209999	1/13/23 - GENTLE YOGA CLASSES	Instructors	101-3002-60107	91.00
HEWETT, ATSUKO YAMANE	209962	01/13/23 - TAI CHI YANG CLASSES	Instructors	101-3002-60107	301.00
NOVAK, JAN	209975	01/13/23 - PICKLEBALL 101 BEGINNER CL	Instructors	101-3002-60107	800.00
VINTAGE ASSOCIATES	210000	12/30/22 - PLANTS FOR BEAR CREEK	Materials/Supplies	101-3005-60431	1,034.40
VINTAGE ASSOCIATES	210000	12/29/22 - PLANTS FOR ADAMS PARK	Materials/Supplies	101-3005-60431	265.87
XPRESS GRAPHICS	210004	1/4/23 - LQ ART CELEBRATION BANNERS	LQ Art Event	101-3003-60512	3,120.76
MOWERS PLUS INC	209974	12/22/22 - EQUIPMENT PARTS	Tools/Equipment	101-3005-60432	139.75
WESTERN PACIFIC ROOFING C	210002	12/15-12/29/22 - LQ PARK BROKEN TILE R	Maintenance/Services	101-3008-60691	720.00
CACEO	209946	1/10/23 - CACEO MEMBERSHIP DUES G.D	Membership Dues	101-6004-60351	100.00
CACEO	209946	1/10/23 - CACEO MEMBERSHIP DUES M.S	Membership Dues	101-6004-60351	100.00
LINDE GAS & EQUIPMENT INC.	209968	11/20-12/20/22 - CYLINDER RENTAL	Materials/Supplies	101-3008-60431	41.55
DESERT RECREATION DISTRICT	209952	12/2022 - FB POOL OPERATIONS & PROG	Fritz Burns Pool Programming	101-3003-60184	12,115.21
SOUTHWEST BOULDER & STO	209988	1/12/23 - LANDSCAPE RUBBLE	Materials/Supplies	101-3005-60431	460.34
GLADWELL GOVERNMENTAL S	209960	FY 22-23 ANNUAL RECORDS RETENTION U	Professional Services	101-1005-60103	300.00
MISSION LINEN SUPPLY	209973	12/22/22 - UNIFORM SHIRTS	Uniforms	101-6003-60690	242.32
ROBERT HALF	209983	11/18/22 - TEMP AGENCY SVCS T.SUDAKO	Temporary Agency Services	101-6006-60125	820.04
ROBERT HALF	209983	11/25/22 - TEMP AGENCY SVCS T.SUDAKO	Temporary Agency Services	101-6006-60125	301.37
ROBERT HALF	209983	12/23/22 - TEMP AGENCY SVCS T.SUDAKO	Temporary Agency Services	101-6006-60125	768.12
ROBERT HALF	209983	12/30/22 - TEMP AGENCY SVCS T.SUDAKO	Temporary Agency Services	101-6006-60125	1,058.76
ROBERT HALF	209983	01/06/23 - TEMP AGENCY SVCS T.SUDAKO	Temporary Agency Services	101-6006-60125	821.73
ROBERT HALF	209983	01/06/23 - TEMP AGENCY SVCS C.HICKS	Temporary Agency Services	101-2002-60125	1,328.64
THE SHERWIN-WILLIAMS CO.	209994	12/20/22 - PAINT	Materials/Supplies	101-3008-60431	105.45
THE SHERWIN-WILLIAMS CO.	209994	12/20/22 - PAINT	Materials/Supplies	101-3008-60431	208.69
MERCHANTS BUILDING MAINT	209971	12/2022 - JANITORIAL SERVICES	Janitorial	101-3008-60115	13,863.78
MERCHANTS BUILDING MAINT	209971	12/27/22 - CH COVID 19 CLEANING	Janitorial	101-3008-60115	730.00
SPAY NEUTER IMPERATIVE PR	209989	01/25/23 - SNIP CLINIC	Veterinary Service	101-6004-60194	3,500.00
FEDEX	209956	12/20/22 - FSA NOTICES TO EMPLOYEES	Postage	101-1007-60470	80.37
INTERWEST CONSULTING GR	209966	11/2022 - INSPECTION SERVICES	Plan Checks	101-6003-60118	25,677.50
ESGIL CORPORATION	209955	11/2022 - ONCALL PLAN REVIEW	Plan Checks	101-6003-60118	840.00
TOP OF THE LINE SIGNS	209995	12/15/22 - BEAR CREEK SIGN	Materials/Supplies	101-3005-60431	4,581.64
TOP OF THE LINE SIGNS	209995	12/29/22 - SIGNAGE (4)	Materials/Supplies	101-3005-60431	991.80
MACIAS NURSERY, INC.	209969	01/09/23 - PLANTS	Materials/Supplies	101-3005-60431	665.01
KONE INC	209967	01/01-03/31/23 - CH ELEVATOR MAINT	Maintenance/Services	101-3008-60691	656.64
THE LOCK SHOP, INC	209993	01/03/23 - KEYS	Materials/Supplies	101-3008-60431	46.55
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electricity - Utilities	101-2002-61101	1,829.75

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Monticello Park - Utili	101-3005-61102	13.34
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Civic Center Park - Uti	101-3005-61103	3,997.96
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Fritz Burns Park - Utili	101-3005-61105	1,587.45
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Sports Complex - Utili	101-3005-61106	4,277.52
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Colonel Paige - Utiliti	101-3005-61108	612.13
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Community Park - Util	101-3005-61109	10,990.37
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Adams Park - Utilities	101-3005-61110	42.83
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Velasco Park - Utilities	101-3005-61111	14.01
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Eisenhower Park - Util	101-3005-61113	19.00
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electric - Desert Pride - Utilities	101-3005-61114	13.67
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electricity - Utilities	101-3008-61101	12,294.28
COACHELLA VALLEY WATER DI	209949	1/10/23 - WATER SERVICE	Water - Civic Center Park - Utili	101-3005-61202	878.82
COACHELLA VALLEY WATER DI	209949	1/10/23 - WATER SERVICE	Water -Pioneer Park - Utilities	101-3005-61207	1,011.30
COACHELLA VALLEY WATER DI	209949	1/10/23 - WATER SERVICE	Water -Community Park - Utilit	101-3005-61209	2,054.02
COACHELLA VALLEY WATER DI	209949	1/10/23 - WATER SERVICE	PM 10 - Dust Control	101-7006-60146	146.06
COACHELLA VALLEY WATER DI	209949	1/18/23 - WATER SERVICE	Water - Utilities	101-2002-61200	777.21
COACHELLA VALLEY WATER DI	209949	1/18/23 - WATER SERVICE	Water - Monticello Park - Utiliti	101-3005-61201	1,754.28
COACHELLA VALLEY WATER DI	209949	1/18/23 - WATER SERVICE	Water -Fritz Burns Park - Utiliti	101-3005-61204	183.04
COACHELLA VALLEY WATER DI	209949	1/18/23 - WATER SERVICE	Water -Seasons Park - Utilities	101-3005-61208	27.05
COACHELLA VALLEY WATER DI	209949	1/18/23 - WATER SERVICE	Water -Community Park - Utilit	101-3005-61209	181.89
COACHELLA VALLEY WATER DI	209949	1/18/23 - WATER SERVICE	Water - Utilities	101-3008-61200	93.67
BANK OF THE WEST	209941	2/27-3/24/23 - MS WORD TRAINING J.DE	Travel & Training	101-1006-60320	21.25
BANK OF THE WEST	209941	11/30/22 - GFOA MEMBERSHIP K.BLONDE	Membership Dues	101-1006-60351	65.00
BANK OF THE WEST	209941	12/02/22 - FOOD FOR IRONMAN	Special Enforcement/City Spec	101-2001-60165	663.34
BANK OF THE WEST	209941	12/10/22 - SHOP WITH A COP EVENT	Special Enforcement Funds	101-2001-60175	19.38
BANK OF THE WEST	209941	12/10/22 - SHOP WITH A COP EVENT	Special Enforcement Funds	101-2001-60175	945.40
BANK OF THE WEST	209941	12/14/22 - MAIL FEES FOR CERTIFICATES	Community Experiences	101-3003-60149	44.05
BANK OF THE WEST	209941	12/2/22-12/2/23 OUTSIDE PLUS SUBSCRIP	Community Experiences	101-3003-60149	41.99
BANK OF THE WEST	209941	11/29/22 - TABLECLOTHS (10) & WRAPPI	Community Experiences	101-3003-60149	40.76
BANK OF THE WEST	209941	12/05/22 - APWA LUNCH MEETING J.MIG	Travel & Training	101-7001-60320	45.00
BANK OF THE WEST	209941	12/05/22 - APWA LUNCH MEETING B.MCK	Travel & Training	101-7001-60320	45.00
BANK OF THE WEST	209941	01/09/23 - APWA LUNCH MEETING J.MIG	Travel & Training	101-7001-60320	80.00
BANK OF THE WEST	209941	12/09/22 - TOLL FEE FOR DRIVE TO APWA	Travel & Training	101-7001-60320	15.35
BANK OF THE WEST	209941	01/09/23 - APWA LUNCH MEETING U.AY	Travel & Training	101-7006-60320	40.00
BANK OF THE WEST	209941	11/30/22 - DISPOSABLE COFFEE CUPS FOR	. ,	101-1004-60340	107.61
BANK OF THE WEST	209941	11/30/22 - RETURN DISPOSABLE COFFEE	Employee Recognition Events	101-1004-60340	-82.62
BANK OF THE WEST	209941	12/09/22 - HOT CHOCOLATE MIX FOR EM	Employee Recognition Events	101-1004-60340	33.21
BANK OF THE WEST	209941	11/30/22 - MARSHMALLOWS PACKS FOR	Employee Recognition Events	101-1004-60340	21.04
BANK OF THE WEST	209941	11/30/22 - COFFEE STIR STICKS FOR EMPL	Employee Recognition Events	101-1004-60340	10.86
BANK OF THE WEST	209941	12/13/22 - EXTERNAL HARD DRIVES/USB C	Office Supplies	101-1005-60400	95.14
BANK OF THE WEST	209941	12/15/22 - ZIPPER BAGS (18)	Administration	101-1006-60102	15.21
BANK OF THE WEST	209941	12/20/22 - ZIPPER BAGS (18)	Administration	101-1006-60102	19.56
BANK OF THE WEST	209941	12/21/22 - GFOA TRAINING V.ORTEGA	Travel & Training	101-1006-60320	1,345.00
BANK OF THE WEST	209941	12/21/22 - ANNUAL DUES R.HALLICK/V.O	Membership Dues	101-1006-60351	305.00
BANK OF THE WEST	209941	11/29/22 - INDEX CARD STOCK	Office Supplies	101-1006-60400	21.58
BANK OF THE WEST	209941	11/29/22 - ENVELOPES FOR FINANCE	Office Supplies	101-1006-60400	15.20
BANK OF THE WEST	209941	12/28/22 - CUP PAPER SLEEVES	Citywide Supplies	101-1007-60403	64.16
BANK OF THE WEST	209941	12/06/22 - CITY WIDE AMAZON PRIME M	Citywide Supplies	101-1007-60403	542.66
BANK OF THE WEST	209941	12/28/22 - CITY WIDE COPY PAPER	Citywide Supplies	101-1007-60403	630.48
BANK OF THE WEST	209941	12/06/22 - POWER INVERTERS (15)	Disaster Prep Supplies	101-2002-60406	23.80
BANK OF THE WEST	209941	12/6/22 - FIRE EXTINGUISHERS FOR EOC (2)	Disaster Prep Supplies	101-2002-60406	361.05
BANK OF THE WEST	209941	12/06/22 - AIR COMPRESSOR/FOG FLUID	Disaster Prep Supplies	101-2002-60406	305.98
BANK OF THE WEST	209941	12/7/22 - DUMBBELLS SET OF 2 FOR WC	Operating Supplies	101-3002-60420	113.16
BANK OF THE WEST	209941	11/28/22 - WIRELESS REMOTE CONTROL	Community Experiences  Membership Dues	101-3003-60149	12.17
BANK OF THE WEST	209941	12/2022 - MAILCHIMP 01/2023 - APPLE MUSIC/STORAGE	Membership Dues	101-3007-60351	150.00
BANK OF THE WEST	209941	11/30/22 - FACEBOOK BOOSTED ADS	Membership Dues  Marketing & Tourism Promoti	101-3007-60351	22.95
BANK OF THE WEST BANK OF THE WEST	209941 209941	12/2022 - PACEBOOK BOOSTED ADS	Marketing & Tourism Promoti Subscriptions & Publications	101-3007-60461 101-6001-60352	23.11 11.98
BANK OF THE WEST	209941	12/2022 - DESERT SUN 12/09/22 - OFFICE CHAIR	Office Supplies	101-6004-60400	163.11
BANK OF THE WEST	209941	12/09/22 - OFFICE CHAIR 12/09/22 - OFFICE CHAIR	Office Supplies	101-6004-60400	212.06
DAIN OF THE WEST	2033 <del>4</del> 1	12/03/22 - OFFICE CHAIR	Office Jupplies	101-0004-00400	212.00

Demand Register				Packet: APPKT03361	l - 1/20/2023 JB
Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BANK OF THE WEST	209941	12/12/22 - PLAYGROUND SAFETY TRAINI	Travel & Training	101-3005-60320	575.00
BANK OF THE WEST	209941	12/12/22 - PLAYGROUND SAFETY TRAINI	Travel & Training	101-3005-60320	575.00
BANK OF THE WEST	209941	12/01/22 - CONCRETE ROTARY MIXER RE	Materials/Supplies	101-3005-60431	543.06
BANK OF THE WEST	209941	12/07/22 - CONCRETE ROTARY MIXER RE	Materials/Supplies	101-3005-60431	271.53
BANK OF THE WEST	209941	12/07/22 - CONCRETE TOOLS	Tools/Equipment	101-3005-60432	93.85
BANK OF THE WEST	209941	12/08/22 - CONCRETE DISPOSAL	Maintenance/Services	101-3005-60691	63.13
BANK OF THE WEST	209941	12/22/22 50% DEPOSIT ANNUAL EMPLOY	, ,	101-1004-60340	6,250.00
BANK OF THE WEST	209941	12/21/22 - LCW TRAINING	Travel & Training	101-1004-60320	50.00
BANK OF THE WEST BANK OF THE WEST	209941 209941	12/12/22 - COFFEE FOR EMPLOYEE HOT C 12/12/22 - SUPPLIES FOR EMPLOYEE HOT		101-1004-60340 101-1004-60340	123.11 12.08
BANK OF THE WEST	209941	11/02/22 - STAFF JACKETS FOR EMPLOYEE	. ,	101-1004-60340	4,606.70
BANK OF THE WEST	209941	11/30/22 - COFFEE FOR ALL HANDS MEET		101-1004-60340	60.00
BANK OF THE WEST	209941	12/16/22 - ANNUAL LABOR LAW POSTERS	Subscriptions & Publications	101-1004-60352	305.35
BANK OF THE WEST	209941	12/21/22 - LCW TRAINING	Travel & Training	101-1006-60320	50.00
BANK OF THE WEST	209941	11/30/22 - COVID 19 TEST KITS (300)	Disaster Prep Supplies	101-2002-60406	1,761.75
BANK OF THE WEST	209941	12/02/22 - SNACKS FOR IRONMAN WORK			343.95
BANK OF THE WEST	209941	12/05/22 - CC MEETING DRINKS	Travel & Training	101-1001-60320	15.20
BANK OF THE WEST	209941	12/13/22 - NEW COUNCIL MEMBERS ACA	Travel & Training	101-1001-60320	625.00
BANK OF THE WEST	209941	12/20/22 - CITY COUNCIL DINNER	Travel & Training	101-1001-60320	272.86
BANK OF THE WEST	209941	12/20/22 - OVERCHARGED REFUND	Travel & Training	101-1001-60320	-35.48
BANK OF THE WEST	209941	12/14/22 - CONCRETE ROTARY MIXER RE	Materials/Supplies	101-3005-60431	543.06
BANK OF THE WEST	209941	FY 22/23 CCAC MEMBERSHIP O.MOJICA	Membership Dues	101-1005-60351	200.00
BANK OF THE WEST	209941	FY 22/23 CCAC MEMBERSHIP N.FUENTES	Membership Dues	101-1005-60351	200.00
BANK OF THE WEST	209941	FY 22/23 CCAC MEMBERSHIP L.LORETT	Membership Dues	101-1005-60351	200.00
PACIFIC WEST AIR CONDITION		5/2/22 & 11/3/22 - CH HVAC REPAIRS	HVAC	101-3008-60667	1,958.00
PACIFIC WEST AIR CONDITION		12/14/22 - CH BOILER DIAGNOSTICS	HVAC	101-3008-60667	760.50
PACIFIC WEST AIR CONDITION		1/1/23 - CH WATER TREATMENT	HVAC	101-3008-60667	125.00
PETRA-1, LP	209978	12/30/22 - GYM WIPES (4 CASES)	Operating Supplies	101-3002-60420 101-1004-50252	668.16 200.00
MCKINNEY, BRYAN ULLOA, TONY	209970 209998	FY 22/23 ANNUAL WELLNESS DOLLARS RE FY 22/23 ANNUAL WELLNESS DOLLARS RE			200.00
INTERWEST CONSULTING GR	209996	11/2022 - ONCALL BUILDING & SAFETY PL	Plan Checks	101-6003-60118	7,556.25
OCEAN SPRINGS TECH INC	209976	12/2022 - FB POOL MONTHLY MAINTENA	Fritz Burns Pool Maintenance	101-3005-60184	5,460.00
OCEAN SPRINGS TECH INC	209976	01/2023 - FB POOL CAT 5000 COMPUTER	Fritz Burns Pool Maintenance	101-3005-60184	240.00
OCEAN SPRINGS TECH INC	209976	01/06/23 - FB POOL HANDRAIL COVER	Fritz Burns Pool Maintenance	101-3005-60184	191.96
COUNTY OF RIVERSIDE PUBLIC	209950	12/2022 - RADIO MAINTENANCE	Operating Supplies	101-2001-60420	310.68
IMPERIAL IRRIGATION DIST	209965	1/10/23 - ELECTRICITY SERVICE	Electric - SilverRock Event Site	. 101-3005-61115	3,131.25
COACHELLA VALLEY WATER DI	209949	1/10/23 - WATER SERVICE	Water - Utilities	101-2002-61200	626.75
COACHELLA VALLEY WATER DI	209949	1/10/23 - WATER SERVICE	Water -Eisenhower Park - Utilit.	101-3005-61203	288.14
COACHELLA VALLEY WATER DI		1/10/23 - WATER SERVICE	Water -Fritz Burns Park - Utiliti		1,606.55
COACHELLA VALLEY WATER DI		1/10/23 - WATER SERVICE	Water - Velasco Park - Utilities	101-3005-61205	264.99
COACHELLA VALLEY WATER DI		1/10/23 - WATER SERVICE	Water - Utilities	101-3008-61200	572.27
COACHELLA VALLEY WATER DI		01/18/23 - WATER SERVICE	Water - Desert Pride - Utilities	101-3005-61206	1,518.69
COACHELLA VALLEY WATER DI 99 CENTS ONLY STORES LLC	209949	01/18/23 - WATER SERVICE 1/10/23 - REFUND HAZARDOUS WASTE FE	PM 10 - Dust Control Over Payments AP Policy	101-7006-60146 101-0000-20330	40.80 107.00
THE HABIT RESTAURANTS, LLC	209992	01/13/23 - REFUND HAZARDOUS WASTE F		101-0000-20330	107.00
MILLER'S WOODWORKING	209972	1/13/22 - REFUND BUSINESS LICENESE FE	Over Payments, AR Policy	101-0000-20330	25.00
RIVERSIDE COUNTY SHERIFF D		10/20-11/16/22 - BP #5 POLICE SERVICE	Sheriff Patrol	101-2001-60161	737,698.36
RIVERSIDE COUNTY SHERIFF D	209982	10/20-11/16/22 - BP #5 POLICE SERVICE	Police Overtime	101-2001-60162	16,706.29
RIVERSIDE COUNTY SHERIFF D	209982	10/20-11/16/22 - BP #5 POLICE SERVICE	Target Team	101-2001-60163	127,905.65
RIVERSIDE COUNTY SHERIFF D	209982	10/20-11/16/22 - BP #5 POLICE SERVICE	Community Services Officer	101-2001-60164	58,624.32
RIVERSIDE COUNTY SHERIFF D	209982	10/20-11/16/22 - BP #5 POLICE SERVICE	Gang Task Force	101-2001-60166	16,132.80
RIVERSIDE COUNTY SHERIFF D	209982	10/20-11/16/22 - BP #5 POLICE SERVICE	Narcotics Task Force	101-2001-60167	14,922.84
RIVERSIDE COUNTY SHERIFF D		10/20-11/16/22 - BP #5 POLICE SERVICE	Motor Officer	101-2001-60169	127,288.60
RIVERSIDE COUNTY SHERIFF D		10/20-11/16/22 - BP #5 POLICE SERVICE	Dedicated Sargeants	101-2001-60170	50,077.15
RIVERSIDE COUNTY SHERIFF D		10/20-11/16/22 - BP #5 POLICE SERVICE	Dedicated Lieutenant	101-2001-60171	25,091.20
RIVERSIDE COUNTY SHERIFF D		10/20-11/16/22 - BP #5 POLICE SERVICE	Sheriff - Mileage	101-2001-60172	28,957.38
RIVERSIDE COUNTY SHERIFF D	209982	10/20-11/16/22 - BP #5 POLICE SERVICE	Special Enforcement Funds	101-2001-60175	4,553.95
				Fund 101 - GENERAL FUND Total:	1,404,988.82
Fund: 201 - GAS TAX FUND	240007	42/40/22 575 5:5:5	T (C 0 / 10)	204 7002 66:22	
ZUMAR INDUSTRIES INC	210005	12/19/22 - STREET SIGNS	Traffic Control Signs	201-7003-60429	555.25

Demand Register				Packet: APPKT03361	- 1/20/2023 JB
Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BANK OF THE WEST	209941	11/30/22 - CONCRETE MATERIALS DISPOS	Materials/Supplies	201-7003-60431	69.88
BANK OF THE WEST	209941	11/30/22 - CONCRETE MATERIALS DISPOS	Materials/Supplies	201-7003-60431	59.37
BANK OF THE WEST	209941	12/14/22 - CONCRETE DISPOSAL	Materials/Supplies	201-7003-60431	85.81
IMPERIAL IRRIGATION DIST	209965	1/10/23 - ELECTRICITY SERVICE	Electricity - Utilities	201-7003-61101	803.59
				Fund 201 - GAS TAX FUND Total:	1,573.90
Fund: 202 - LIBRARY & MUSEUN					
THE SHERWIN-WILLIAMS CO.	209994	01/04/23 - PAINT & PAINT SUPPLIES	Maintenance/Services	202-3006-60691	129.48
MERCHANTS BUILDING MAINT		12/2022 - JANITORAL SERVICES	Janitorial	202-3004-60115	2,844.14
MERCHANTS BUILDING MAINT		12/2022 - JANITORAL SERVICES	Janitorial	202-3006-60115	885.93
KONE INC	209967	01/01-03/31/23 - MUSEUM ELEVATOR MA		202-3006-60691	656.64
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electricity - Utilities	202-3004-61101	2,917.98
IMPERIAL IRRIGATION DIST	209965	1/11/23 - ELECTRICITY SERVICE	Electricity - Utilities	202-3006-61101	652.11 252.82
COACHELLA VALLEY WATER DI FIRST CHOICE A/C & HEATING		1/18/23 - WATER SERVICE 12/21/22 - MUSEUM HVAC BLOWER MO	Water - Utilities HVAC	202-3006-61200 202-3006-60667	936.00
PACIFIC WEST AIR CONDITION		1/1/23 - LIBRARY WATER TREATMENT	HVAC	202-3004-60667	125.00
FACIFIC WEST AIR CONDITION	203377	1/1/23 - LIBRART WATER TREATMENT		LIBRARY & MUSEUM FUND Total:	9,400.10
Fund: 212 - SLESA (COPS) FUND			1 unu 202 -	LIDIANT & MOSEOWTOND Total.	3,400.10
RIVERSIDE COUNTY SHERIFF D	209982	10/20-11/16/22 - BP #5 POLICE SERVICE	COPS Robbery Prevention	212-0000-60178	4,106.67
RIVERSIDE COUNTY SHERIFF D		10/20-11/16/22 - BP #5 POLICE SERVICE	COPS Burglary/Theft Preventi		955.32
KIVEKSIDE COOKIT SHEKIT D	203382	10/20-11/10/22 - DF #3 FOLICE SERVICE	· ,.	d 212 - SLESA (COPS) FUND Total:	5,061.99
Fund: 215 - LIGHTING & LANDSO	ADING FUND		Tun	u 212 - 3113A (COI 3) 1 0 ND 10 tul.	3,001.33
TRI-STATE MATERIALS INC	209997	1/4/23 - LANDSCAPE ROCKS	Materials/Supplies	215-7004-60431	187.91
HIGH TECH IRRIGATION INC	209963	01/12/23 - IRRIGATION PARTS	Materials/Supplies	215-7004-60431	362.63
CALIFORNIA DESERT NURSERY,		1/3/23 - PLANTS FOR JEFFERSON MEDIANS	Materials/Supplies	215-7004-60431	1,277.59
MACIAS NURSERY, INC.	209969	01/09/23 - PLANTS	Materials/Supplies	215-7004-60431	1,480.09
MACIAS NURSERY, INC.	209969	01/04/22 - PLANTS	Materials/Supplies	215-7004-60431	2,764.97
PWLC II, INC	209979	12/27-12/30/22 - PLANT REPLACEMENT	Maintenance/Services	215-7004-60691	2,128.00
PWLC II, INC	209979	01/03-01/06/23 - PLANT REPLACEMENT	Maintenance/Services	215-7004-60691	2,432.00
BANK OF THE WEST	209941	12/05/22 - SUNSCREEN LOTION (16)	Safety Gear	215-7004-60427	153.94
FRONTIER COMMUNICATIONS		01/07-02/06/23 - PHONE SVC	Electric - Utilities	215-7004-61116	146.33
FRONTIER COMMUNICATIONS	209958	01/10-02/09/23 - PHONE SVC	Electric - Utilities	215-7004-61116	41.90
IMPERIAL IRRIGATION DIST	209965	1/10/23 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	7,294.11
IMPERIAL IRRIGATION DIST	209965	1/10/23 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	3,159.66
COACHELLA VALLEY WATER DI	209949	1/10/23 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	17,032.45
COACHELLA VALLEY WATER DI	209949	01/18/23 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	7,464.08
			Fund 215 - LIGHT	ING & LANDSCAPING FUND Total:	45,925.66
Fund: 221 - AB 939 - CALRECYCL					
BANK OF THE WEST	209941	11/29/22 - STAFF APPRECIATION GIFT M	· -	221-0000-60127	1,338.85
			Fund 221 -	AB 939 - CALRECYCLE FUND Total:	1,338.85
Fund: 226 - EMERGENCY MANA		, ,			
BANK OF THE WEST	209941	12/06/22 - POWER INVERTERS (15)	Tools/Equipment	226-0000-60432	392.00
		Fund 226 - E	MERGENCY MANAGEMENT PER	FORMANCE GRANT (EMPG) Total:	392.00
Fund: 235 - SO COAST AIR QUAL		1/10/22 FLECTRICITY CERVICE	Floorining Haller-	225 0000 01101	1 274 07
IMPERIAL IRRIGATION DIST	209965	1/10/23 - ELECTRICITY SERVICE	Electricity - Utilities	235-0000-61101	1,271.97
			Funa 235 - 30	COAST AIR QUALITY FUND Total:	1,271.97
Fund: 270 - ART IN PUBLIC PLAC	ES FUND				
SIGNATURE SCULPTURE	209987	03/2023 - ART MAINTENANCE	APP Maintenance	270-0000-60683	12,665.75
			Fund 270 - A	RT IN PUBLIC PLACES FUND Total:	12,665.75
Fund: 401 - CAPITAL IMPROVEN					
ST. FRANCIS ELECTRIC, LLC	209990	12/2022 - ONCALL TRAFFIC SIGNAL MAIN		401-0000-60188	1,800.00
GRANITE CONSTRUCTION CO		12/31/22 - MOON RIVER DRIVE REHAB NO	•	401-0000-20600	-13,359.76
GRANITE CONSTRUCTION CO	209961	12/31/22 - MOON RIVER DRIVE REHAB NO		401-0000-60188	267,195.28
			Fund 401 - CAPITAL I	MPROVEMENT PROGRAMS Total:	255,635.52
Fund: 501 - FACILITY & FLEET RE					
BMW MOTORCYCLES OF RIVE		12/29/22 - MOTORCYCLE REPAIR A1154	Motorcycle Repair & Mainten		935.38
TOWER ENERGY GROUP	209996	11/9/22 - FUEL	Fuel & Oil	501-0000-60674	71.53
TOWER ENERGY GROUP	209996	12/16-12/31/22 - FUEL	Fuel & Oil	501-0000-60674	2,543.07

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Demand Register				Packet: APPKT03361	L - 1/20/2023 JB
Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
S&D CARWASH MANAGEMENT	209985	12/2022 - CAR WASH MEMBERSHIP	Vehicle Repair & Maintenance	501-0000-60676	739.63
BANK OF THE WEST	209941	12/16/22 - WC CREDIT CARD TERMINAL	Machinery & Equipment	501-0000-80100	737.79
BANK OF THE WEST	209941	11/28/22 - LIFT BATTERIES	Parts, Accessories, and Upfits	501-0000-60675	1,034.40
BANK OF THE WEST	209941	12/06/22 - FUEL FOR CITY VEHICLE	Fuel & Oil	501-0000-60674	50.01
FUELMAN	209959	12/2022 - FUEL	Fuel & Oil	501-0000-60674	1,071.25
QUINN COMPANY	209980	01/04/23 - BACK HOLE MACHINE REPAIRS	Vehicle Repair & Maintenance	501-0000-60676	3,991.86
			Fund 501 - FACILI	TY & FLEET REPLACEMENT Total:	11,174.92
Fund: 502 - INFORMATION TECH	INOLOGY				
RINCON CONSULTANTS, INC.	209981	12/2022 - GIS SUPPORT SERVICES	Software Implementation/Enh	502-0000-71049	6,836.75
ACORN TECHNOLOGY SERVICES		01/2023 - IT SERVICES	Consultants	502-0000-60104	26,875.00
ACORN TECHNOLOGY SERVICES		01/2023 - TRAFFIC SERVER MAINTENANCE	Consultants	502-0000-60104	965.00
BANK OF THE WEST	209941	12/21/22 - DOMAIN RENEWAL FOR SRR.O	Software Licenses	502-0000-60301	150.93
BANK OF THE WEST	209941	12/8/22 - USB C CABLES FOR CC IPADS	Operating Supplies	502-0000-60420	34.78
BANK OF THE WEST	209941	12/16/22 - IT ITEMS FOR STOCK	Operating Supplies	502-0000-60420	359.35
BANK OF THE WEST	209941	01/2023 - HULU SUBSCRIPTION	Cable/Internet - Utilities	502-0000-61400	74.99
5, 6 17.20.	2033 .1	02,2025 1.020 00000 1.0.1	•	ORMATION TECHNOLOGY Total:	35,296.80
Front EQ. DARK FOLUD & FACI	LITY FLIND				
Fund: 503 - PARK EQUIP & FACI		42/20/22 ADA CIMINOS (2)	0.1	502 0000 74060	2 205 40
DAVE BANG, INC.	209951	12/28/22 - ADA SWINGS (2)	Parks	503-0000-71060	3,285.10
BANK OF THE WEST	209941	11/29/22 - BENCHES FOR COVE OASIS TRA	Parks	503-0000-71060	3,948.68
			Fund 503 - PAF	RK EQUIP & FACILITY FUND Total:	7,233.78
				Grand Total:	1,791,960.06

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### **Fund Summary**

Fund	<b>Expense Amount</b>
101 - GENERAL FUND	1,404,988.82
201 - GAS TAX FUND	1,573.90
202 - LIBRARY & MUSEUM FUND	9,400.10
212 - SLESA (COPS) FUND	5,061.99
215 - LIGHTING & LANDSCAPING FUND	45,925.66
221 - AB 939 - CALRECYCLE FUND	1,338.85
226 - EMERGENCY MANAGEMENT PERFORMANCE GRANT (	392.00
235 - SO COAST AIR QUALITY FUND	1,271.97
270 - ART IN PUBLIC PLACES FUND	12,665.75
401 - CAPITAL IMPROVEMENT PROGRAMS	255,635.52
501 - FACILITY & FLEET REPLACEMENT	11,174.92
502 - INFORMATION TECHNOLOGY	35,296.80
503 - PARK EQUIP & FACILITY FUND	7,233.78
Grand Total:	1,791,960.06

#### **Account Summary**

	, , , , , , , , , , , , , , , , , , , ,	
Account Number	Account Name	Expense Amount
101-0000-20330	Over Payments, AR Policy	239.00
101-0000-22830	Miscellaneous Deposits	100.00
101-0000-42218	Wellness Center Member	62.50
101-1001-60320	Travel & Training	1,067.58
101-1004-50252	Annual Wellness Dollar Re	400.00
101-1004-60320	Travel & Training	50.00
101-1004-60340	Employee Recognition Ev	11,141.99
101-1004-60352	Subscriptions & Publicati	305.35
101-1005-60103	Professional Services	300.00
101-1005-60351	Membership Dues	600.00
101-1005-60400	Office Supplies	95.14
101-1006-60102	Administration	34.77
101-1006-60320	Travel & Training	1,416.25
101-1006-60351	Membership Dues	370.00
101-1006-60400	Office Supplies	36.78
101-1007-60403	Citywide Supplies	1,237.30
101-1007-60470	Postage	80.37
101-2001-60161	Sheriff Patrol	737,698.36
101-2001-60162	Police Overtime	16,706.29
101-2001-60163	Target Team	127,905.65
101-2001-60164	Community Services Offic	58,624.32
101-2001-60165	Special Enforcement/City	1,007.29
101-2001-60166	Gang Task Force	16,132.80
101-2001-60167	Narcotics Task Force	14,922.84
101-2001-60168	School Officer	20,416.09
101-2001-60169	Motor Officer	127,288.60
101-2001-60170	<b>Dedicated Sargeants</b>	50,077.15
101-2001-60171	<b>Dedicated Lieutenant</b>	25,091.20
101-2001-60172	Sheriff - Mileage	28,957.38
101-2001-60175	Special Enforcement Funds	5,518.73
101-2001-60420	Operating Supplies	310.68
101-2002-60125	Temporary Agency Servic	1,328.64
101-2002-60406	Disaster Prep Supplies	2,452.58
101-2002-61101	Electricity - Utilities	1,829.75
101-2002-61200	Water - Utilities	1,403.96
101-2002-61400	Cable/Internet - Utilities	110.50
101-3002-60107	Instructors	3,331.20
101-3002-60420	Operating Supplies	781.32
101-3003-60149	Community Experiences	3,928.90
101-3003-60184	Fritz Burns Pool Program	12,115.21
101-3003-60512	LQ Art Event	3,120.76
101-3005-60184	Fritz Burns Pool Maintena	5,891.96

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#### **Account Summary**

Account Summary					
Account Number	Account Name	<b>Expense Amount</b>			
101-3005-60320	Travel & Training	1,150.00			
101-3005-60431	Materials/Supplies	9,356.71			
101-3005-60432	Tools/Equipment	233.60			
101-3005-60691	Maintenance/Services	63.13			
101-3005-61102	Electric - Monticello Park	13.34			
101-3005-61103	Electric - Civic Center Park	3,997.96			
101-3005-61105	Electric - Fritz Burns Park	1,587.45			
101-3005-61106	Electric - Sports Complex	4,277.52			
101-3005-61108	Electric - Colonel Paige - U	612.13			
101-3005-61109	Electric - Community Park	10,990.37			
101-3005-61110	Electric - Adams Park - Util	42.83			
101-3005-61111	Electric - Velasco Park - Uti	14.01			
101-3005-61113	Electric - Eisenhower Park	19.00			
101-3005-61114	Electric - Desert Pride - Uti	13.67			
101-3005-61115	Electric - SilverRock Event	3,131.25			
101-3005-61201	Water - Monticello Park	1,754.28			
101-3005-61202	Water - Civic Center Park	878.82			
101-3005-61202	Water - Eisenhower Park	288.14			
101-3005-61203					
	Water - Fritz Burns Park	1,789.59			
101-3005-61205	Water - Velasco Park - Utili	264.99			
101-3005-61206	Water -Desert Pride - Utili	1,518.69			
101-3005-61207	Water -Pioneer Park - Utili	1,011.30			
101-3005-61208	Water -Seasons Park - Util	27.05			
101-3005-61209	Water -Community Park	2,235.91			
101-3007-60351	Membership Dues	172.95			
101-3007-60461	Marketing & Tourism Pro	23.11			
101-3008-60115	Janitorial	14,593.78			
101-3008-60431	Materials/Supplies	402.24			
101-3008-60667	HVAC	2,843.50			
101-3008-60691	Maintenance/Services	1,376.64			
101-3008-61101	Electricity - Utilities	12,294.28			
101-3008-61200	Water - Utilities	665.94			
101-6001-60352	Subscriptions & Publicati	11.98			
101-6003-60118	Plan Checks	34,073.75			
101-6003-60690	Uniforms	242.32			
101-6004-60194	Veterinary Service	3,500.00			
101-6004-60320	Travel & Training	270.00			
101-6004-60351	Membership Dues	200.00			
101-6004-60400	Office Supplies	375.17			
101-6006-60125	Temporary Agency Servic	3,770.02			
101-7001-60320	Travel & Training	185.35			
101-7006-60146	PM 10 - Dust Control	186.86			
101-7006-60320	Travel & Training	40.00			
201-7003-60429	Traffic Control Signs	555.25			
201-7003-60431	Materials/Supplies	215.06			
201-7003-61101	Electricity - Utilities	803.59			
202-3004-60115	Janitorial	2,844.14			
202-3004-60667	HVAC	125.00			
202-3004-61101	Electricity - Utilities	2,917.98			
202-3006-60115	Janitorial	885.93			
202-3006-60667	HVAC	936.00			
202-3006-60691	Maintenance/Services	786.12			
202-3006-61101	Electricity - Utilities	652.11			
202-3006-61200	Water - Utilities	252.82			
212-0000-60178	COPS Robbery Prevention	4,106.67			
212-0000-60179	COPS Burglary/Theft Prev	955.32			
215-7004-60427	Safety Gear	153.94			
215-7004-60431	Materials/Supplies	6,073.19			

#### **Account Summary**

Account Number	Account Name	Expense Amount
215-7004-60691	Maintenance/Services	4,560.00
215-7004-61116	Electric - Utilities	7,482.34
215-7004-61117	Electric - Medians - Utiliti	3,159.66
215-7004-61211	Water - Medians - Utilities	24,496.53
221-0000-60127	AB 939 Recycling Solutions	1,338.85
226-0000-60432	Tools/Equipment	392.00
235-0000-61101	Electricity - Utilities	1,271.97
270-0000-60683	APP Maintenance	12,665.75
401-0000-20600	Retention Payable	-13,359.76
401-0000-60188	Construction	268,995.28
501-0000-60674	Fuel & Oil	3,735.86
501-0000-60675	Parts, Accessories, and Up	1,034.40
501-0000-60676	Vehicle Repair & Mainte	4,731.49
501-0000-60679	Motorcycle Repair & Main	935.38
501-0000-80100	Machinery & Equipment	737.79
502-0000-60104	Consultants	27,840.00
502-0000-60301	Software Licenses	150.93
502-0000-60420	Operating Supplies	394.13
502-0000-61400	Cable/Internet - Utilities	74.99
502-0000-71049	Software Implementation	6,836.75
503-0000-71060	Parks	7,233.78
	Grand Total:	1,791,960.06

#### **Project Account Summary**

	, , , , , , , , , , , , , , , , , , , ,		
Project Account Key	Project Account Name	Project Name	<b>Expense Amount</b>
**None**	**None**	**None**	1,523,933.12
201804E	Landscape & Lighting Median Island	Landscape & Lighting Median Islan	1,842.72
202210CT	Construction Expense	Moon River Drive Pavement Rehak	267,195.28
202210RP	Retention Payable	Moon River Drive Pavement Rehak	-13,359.76
2223TMICT	Construction Expense	FY22/23 Traffic Maintenance Impro	1,800.00
BDAYE	City Picnic & Birthday Celebration Ex	City Picnic & Birthday Celebration	2,446.87
CORONANR	Corona Non Reimbursable	Corona Virus Emergency Response	2,491.75
EGGE	La Quinta Egg Hunt Expense	La Quinta Egg Hunt	1,343.06
IRONE	Ironman Expense	Ironman Event	1,049.28
LQACE	La Quinta Art Celebration - Expense	La Quinta Art Celebration	3,120.76
TREEE	Tree Lighting Ceremony Expense	Tree Lighting Ceremony	52.93
VETSE	Veterans Day Ceremony Expense	Veterans Day Ceremony	44.05
	Grand Total:	1,791,960.06	

<sup>\*</sup>Project codes are generally used to track Capital Improvement Program (CIP) projects, other large public works projects, developer deposits, or city-wide events. Normal operational expenditures are not project coded and, therefore, will report as "none" in this section.

# **Demand Register**





Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND		2 coan prom (nom)			7
CHARTER COMMUNICATIONS	210019	01/16-02/15/23 - FS #70 CABLE (1860)	Cable/Internet - Utilities	101-2002-61400	41.72
WILLDAN	210070	07/2022 - ONCALL TRAFFIC ENGINEERING	•	101-7006-60144	9,800.00
WILLDAN	210070	10/2022 - ONCALL TRAFFIC ENGINEERING	Contract Traffic Engineer	101-7006-60144	11,410.00
WILLDAN	210070	11/2022 - ONCALL TRAFFIC ENGINEERING	Contract Traffic Engineer	101-7006-60144	16,240.00
SOUTHWEST AQUATICS INC	210076	01/2023 - LAKE MAINTENANCE SERVICE	Civic Center Lake Maintenance	101-3005-60117	1,350.00
SOUTHWEST AQUATICS INC	210054	01/2023 - LAKE MAINTENANCE SERVICE	SilverRock Lake Maintenance	101-3005-60189	1,350.00
CHARTER COMMUNICATIONS		01/16-02/15/23 - FS #32 CABLE (8152)	Cable/Internet - Utilities	101-2002-61400	94.41
CHARTER COMMUNICATIONS		01/03-02/02/23 - FS #93 INTERNET (3514)	Cable/Internet - Utilities	101-2002-61400	99.99
TRI-STATE MATERIALS INC	210063	1/13/23 - LANDSCAPE ROCK	Materials/Supplies	101-3005-60431	1,504.40
TRI-STATE MATERIALS INC	210063	1/12/23 - LANDSCAPE ROCK FOR ADAMS	Materials/Supplies	101-3005-60431	929.16
TRI-STATE MATERIALS INC	210063	1/12/23 - LANDSCAPE ROCK FOR ADAMS	Materials/Supplies	101-3005-60431	760.22
DATA TICKET, INC.	210021	12/2022 - CODE CITATION PROCESSING	Administrative Citation Services		334.02
DATA TICKET, INC.	210021	12/2022 - POLICE CITATON PROCESSING	Administrative Citation Services		391.11
POWERS AWARDS INC	210046	12/27/22 - CITY COUNCIL NAME PLATES	Operating Supplies	101-1002-60420	164.86
SPARKLETTS	210056	12/28/22 & 1/11/23 - CITYWIDE DRINKING	Citywide Supplies	101-1007-60403	166.87
JOE A GONSALVES & SON	210037	02/2022 - LOBBYIST SERVICES	Contract Services - Administrat	101-1002-60101	3,500.00
DESERT SANDS UNIFIED SCHO	210026	10/20-11/16/22 - BP #5 SCHOOL RESOUR	School Officer	101-2001-60168	17,831.36
VERITAS TECHNOLOGIES LLC	210067	01/20/23 - DATA BACK-UP FOR LASERFICHE	Professional Services	101-1005-60103	1,151.55
DUNN-EDWARDS CORPORATI	210028	1/12/23- PAINT & PAINT SUPPLIES FOR WC	Materials/Supplies	101-3008-60431	257.58
DUNN-EDWARDS CORPORATI	210028	01/17/23 - PAINT SAMPLES FOR WC	Materials/Supplies	101-3008-60431	34.73
DESERT CONCEPTS CONSTRUC	210025	1/26/23 - SRR PARK FENCE INSTALLATION	Maintenance/Services	101-3005-60691	9,800.00
NI GOVERNMENT SERVICES INC	210040	12/2022 - SATELLITE PHONES	Mobile/Cell Phones/Satellites	101-2002-61304	80.71
DESERT CONCEPTS CONSTRUC	210025	1/23/23 - SPORT COMPLEX WASTE CONTA	Maintenance/Services	101-3005-60691	6,000.00
VINTAGE ASSOCIATES	210069	01/2023 - PARK MAINTENANCE	Landscape Contract	101-3005-60112	60,804.00
VINTAGE ASSOCIATES	210069	12/27-12/30/22 - BEAR CREEK TRAIL MAI	Maintenance/Services	101-3005-60691	4,520.00
ANSAFONE CONTACT CENTERS	210008	12/19/22-1/15/23 - PM 10 ANSWERING S	PM 10 - Dust Control	101-7006-60146	147.74
BANK OF NEW YORK MELLON	210012	09/1-11/30/22 - BANK FEES	Administration	101-1006-60102	2,562.37
TAG/AMS INC	210058	1/5/23 - RANDOM DOT TESTING	Consultants/Employee Services	101-1004-60104	260.00
ODP BUSINESS SOLUTIONS, LLC	210042	12/21/22 - OFFICE SUPPLIES	Office Supplies	101-1002-60400	163.36
ODP BUSINESS SOLUTIONS, LLC	210042	01/06/23 - CITYWIDE COFFEE SUPPLIES	Citywide Supplies	101-1007-60403	111.71
ODP BUSINESS SOLUTIONS, LLC	210042	1/4/23 - STAMPS & OFFICE SUPPLIES	Office Supplies	101-1006-60400	69.04
ODP BUSINESS SOLUTIONS, LLC	210042	1/4/23 - DISH SOAP FOR BREAKROOM	Citywide Supplies	101-1007-60403	5.91
ODP BUSINESS SOLUTIONS, LLC	210042	1/12/23 - FOLDERS (20)	Office Supplies	101-1005-60400	4.52
ODP BUSINESS SOLUTIONS, LLC	210042	1/12/23 - FLASH DRIVE	Office Supplies	101-1005-60400	83.29
CACEO	210015	FY 22/23 CACEO MEMBERSHIP A.MORENO	Membership Dues	101-1002-60351	100.00
STAPLES ADVANTAGE	210057	11/16/22 - RETURN OFFICE SUPPLIES	Operating Supplies	101-6006-60420	-15.64
STAPLES ADVANTAGE	210057	11/23/22 - RETURN OFFICE SUPPLIES	Operating Supplies	101-6006-60420	-123.25
STAPLES ADVANTAGE	210057	12/30/22 - OFFICE SUPPLIES	Office Supplies	101-1004-60400	51.50
STAPLES ADVANTAGE	210057	12/29/22 - OFFICE SUPPLIES	Operating Supplies	101-6006-60420	31.39
STAPLES ADVANTAGE	210057	12/30/22 - OFFICE SUPPLIES	Office Supplies	101-7001-60400	68.03
STAPLES ADVANTAGE	210057	1/14/23 - BINDER	Office Supplies	101-7003-60400	43.16
AT&T	210009	12/24/22-1/3/23 - POLICE GPS LOCATE LA	Special Enforcement Funds	101-2001-60175	200.00
AT&T	210009	12/24/22-1/3/23 - POLICE GPS LOCATE LA	Special Enforcement Funds	101-2001-60175	200.00
SOUTHWEST BOULDER & STO	210055	1/13/23 - LANDSCAPE RUBBLE	Materials/Supplies	101-3005-60431	599.81
SOUTHWEST BOULDER & STO	210055	01/16/23 - LANDSCAPE CRUSHED ROCK	Materials/Supplies	101-3005-60431	850.46
SOUTHWEST BOULDER & STO		01/18/23 - LANDSCAPE RUBBLE	Materials/Supplies	101-3005-60431	1,038.95
SOUTHWEST BOULDER & STO		1/18/23 - LANDSCAPE RUBBLE	Materials/Supplies	101-3005-60431	913.78
AUTOZONE	210011	11/17/22 - ENERGIZER BATTERIES	Materials/Supplies	101-3008-60431	9.58
DEPARTMENT OF JUSTICE	210024	12/2022 - BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	105.00
HIGH TECH IRRIGATION INC	210035	01/16/23 - IRRIGATION SUPPLIES FOR AD	Materials/Supplies	101-3005-60431	450.30
HIGH TECH IRRIGATION INC	210035	01/18/23 - IRRIGATION PARTS FOR ADAMS		101-3005-60431	118.11
FEDEX	210030	12/28/22 - OVERNIGHT MAIL	Postage	101-1007-60470	190.70
FEDEX	210031	01/10/23 - OVERNIGHT MAIL	Postage	101-1007-60470	23.48

Demand Register				Packet: APPKT03367 -	01/27/2023 JB
Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
PATTON DOOR & GATE	210044	1/16/23 - FS #93 GATE SERVICE CALL	Maintenance/Services	101-2002-60691	750.88
PWLC II, INC	210047	01/2023 - L&L MONTHLY MAINTENANCE	Landscape Contract	101-2002-60112	1,510.00
GRAINGER	210033	01/11/23 - ELECTRONIC LOCK FOR CLERKS	Materials/Supplies	101-3008-60431	508.77
VERIZON WIRELESS	210068	12/14/22-1/13/23 - EOC CELL (7813)	Mobile/Cell Phones/Satellites	101-2002-61304	581.05
ALARM MONITORING SERVICE	210007	01/01-03/31/23 - ALARM MONITORING S	Security & Alarm	101-3008-60123	330.00
ALARM MONITORING SERVICE	. 210007	01/01-03/31/23 - ALARM MONITORING S	Security & Alarm	101-3008-60123	330.00
ALARM MONITORING SERVICE	. 210007	01/01-03/31/23 - FIRE ALARM MONITORI	Security & Alarm	101-2002-60123	510.00
ALARM MONITORING SERVICE	210007	01/01-03/31/23 - FIRE ALARM MONITORI	Security & Alarm	101-3008-60123	255.00
ALARM MONITORING SERVICE	210007	01/01-03/31/23 - FIRE ALARM MONITORI	Security & Alarm	101-3008-60123	255.00
THE LOCK SHOP, INC	210060	1/11/23 - PADLOCK FOR FB GATE	Materials/Supplies	101-3008-60431	65.97
RIVERSIDE COUNTY SHERIFF D		03/20-03/24/23 - CODE OFFFICE TRAINING	•	101-6004-60320	139.00
RIVERSIDE COUNTY SHERIFF D		3/20-3/24/23 - CODE OFFICER TRAINING B	•	101-6004-60320	139.00
RIVERSIDE ASSESSOR	210049	12/2022 - RECORDING FEES	Due to County Recorder	101-0000-20325	189.00
QUINN COMPANY	210048	2/1/22 - FINANCE CHARGE	Machinery & Equipment	101-2002-80101	629.83
BUDGET BLINDS OF COACHEL		1/11/23 - 50% DEPOSIT BLIND REPLACEM	Maintenance/Services	101-3008-60691	2,778.87
SANCHEZ, TOMMI	210052	11/2-11/3/22 - TRAVEL EXPENSE REIMB T	•	101-6006-60320	505.99
FRONTIER COMMUNICATIONS		01/2023 - LQ PARK PHONE	Telephone - Utilities	101-3005-61300	48.50
FRONTIER COMMUNICATIONS		12/28/22-1/27/23 - SPORTS COMPLEX PH	Telephone - Utilities	101-3005-61300	38.53
YOCKEY, JENNIFER LYNNE	210071	01/2023 - STRETCH & MEDITATION EMPL	Professional Services	101-1004-60103	150.00
OCEAN SPRINGS TECH INC	210041	12/2022 - LQ PARK SPLASH PAD MAINTEN		101-3005-60554	843.00
OCEAN SPRINGS TECH INC	210041	01/2023 - LQ PARK SPLASH PAD MAINTEN	Sheriff - Other	101-3005-60554	843.00 640.19
RIVERSIDE COUNTY SHERIFF D TERRA NOVA PLANNING & RE		11/25-12/24/22 - MOTOR FUEL CHARGES 10/1-12/31/22 - SPHERE ANNEXATION FIS		101-2001-60176 101-6002-60103	18,343.45
TERRA NOVA PLANNING & RE	210059	10/1-12/31/22 - 3PHERE ANNEXATION FIS	Professional Services	Fund 101 - GENERAL FUND Total:	187,265.02
				ruid 101 - GENERAL FOND Total.	187,203.02
Fund: 201 - GAS TAX FUND	210062	1/12/22 TRAFFIC CONTROL SIGNS	Troffic Control Signs	201 7002 00420	424.94
TOPS' N BARRICADES INC	210062	1/13/23 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	434.84 434.84
				Fullu 201 - GAS TAX FUND Total.	454.64
Fund: 202 - LIBRARY & MUSEUN					
VINTAGE ASSOCIATES	210069	01/2023 - PARK MAINTENANCE	Landscape Contract	202-3004-60112	869.00
VINTAGE ASSOCIATES	210069	01/2023 - PARK MAINTENANCE	Landscape Contract	202-3006-60112	181.00
TRULY NOLEN INC	210064	12/16/22 - LIBRARY BIRD SPECIAL SERVICE	Maintenance/Services	202-3004-60691	450.00
ALARM MONITORING SERVICE		01/01-03/31/23 - ALARM MONITORING S	Security & Alarm	202-3004-60123	165.00
ALARM MONITORING SERVICE		01/01-03/31/23 - ALARM MONITORING S	Security & Alarm	202-3006-60123	165.00
ALARM MONITORING SERVICE		01/01-03/31/23 - FIRE ALARM MONITORI	Security & Alarm	202-3004-60123	255.00
ALARM MONITORING SERVICE		01/01-03/31/23 - FIRE ALARM MONITORI	Security & Alarm	202-3006-60123	255.00
ALARM MONITORING SERVICE	. 210007	01/01-03/31/23 - LUMBER YARD MONITO	•	202-3006-60123 LIBRARY & MUSEUM FUND Total:	2,505.00
5			Tund 202		2,303.00
Fund: 215 - LIGHTING & LANDS		04/2022 DADMAAANTENANGE		245 7004 60442	44 224 00
VINTAGE ASSOCIATES	210069	01/2023 - PARK MAINTENANCE	Landscape Contract	215-7004-60112	11,331.00
CREATIVE LIGHTING & ELECTR SMITH PIPE & SUPPLY CO	210020 210053	01/2023 - LIGHTING MAINTENANCE SERVI 01/10/23 - IRRIGATION SUPPLIES FOR MA	Consultants Materials/Supplies	215-7004-60104 215-7004-60431	6,063.92 1,720.58
THE SHERWIN-WILLIAMS CO.	210033	1/4/23 - PAINT SUPPLIES FOR GRAFFITI R	Supplies-Graffiti and Vandalism		25.40
THE SHERWIN-WILLIAMS CO.	210061	1/17/23 - PAINT FOR GRAFFITI REMOVAL	Supplies-Graffiti and Vandalism		383.34
HIGH TECH IRRIGATION INC	210035	1/17/23 - IRRIGATION LODGE POLES (80)	Materials/Supplies	215-7004-60431	1,667.79
CALIFORNIA DESERT NURSERY,		1/9/23 - PLANTS (27)	Materials/Supplies	215-7004-60431	365.23
PWLC II, INC	210047	01/2023 - L&L MONTHLY MAINTENANCE	Landscape Contract	215-7004-60112	58,574.00
PWLC II, INC	210047	1/20/23 - PLANT REPLACEMENT MADISON	·	215-7004-60691	3,040.00
, .		, ,, ,	·	ING & LANDSCAPING FUND Total:	83,171.26
Fund: 401 - CAPITAL IMPROVEN	JENT PROGRAMS				
HERMANN DESIGN GROUP INC		09/2022 - MARBELLA/SIERRA DEL RAY LA	Design	401-0000-60185	105.00
UNIVERSAL CONSTRUCTION A		12/2022 - WASHINGTON ST ADA SIDEWAL	•	401-0000-20600	-4,386.34
UNIVERSAL CONSTRUCTION A		12/2022 - WASHINGTON ST ADA SIDEWAL	•	401-0000-60188	87,726.80
ATHENS TECHNICAL SPECIALIS		1/09/23 - ATSI TESTER CERTIFICATION	Construction	401-0000-60188	722.25
				MPROVEMENT PROGRAMS Total:	84,167.71
Fund: 501 - FACILITY & FLEET RE	PLACEMENT				
DESERT CONCEPTS CONSTRUC		11/3/22 - CH PARKING WOOD SHADES PA	City Bldg Repl/Repair	501-0000-71103	12,000.00
HWY 111 LA QUINTA CAR WA	210036	12/2022 - CAR WASH SERVICES	Vehicle Repair & Maintenance	501-0000-60676	24.00
AUTOZONE	210011	11/10/22 - VEHICLE BATTERY	Parts, Accessories, and Upfits	501-0000-60675	222.21
AUTOZONE	210011	11/10/22 - VEHICLE BATTERY CREDIT	Parts, Accessories, and Upfits	501-0000-60675	-220.28

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Demand Register				Packet: APPKT03367 -	01/27/2023 JB
Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
AUTOZONE	210011	11/16/22 - TUBE PATCH & PLUG PACK	Parts, Accessories, and Upfits	501-0000-60675	37.27
AUTOZONE	210011	12/29/22 - ENGINE DEGREASER	Parts, Accessories, and Upfits	501-0000-60675	7.66
BMW MOTORCYCLES OF RIVE	210013	1/13/23 - MOTORCYCLE REPAIR A1047	Motorcycle Repair & Mainten.	501-0000-60679	411.43
PLANIT REPROGRAPHICS SYST	210045	1/17/23 - VEHICLE DECALS VINS 76783, 15	Parts, Accessories, and Upfits	501-0000-60675	517.20
ENTERPRISE FM TRUST	210029	01/2023 - FLEET LEASES	Vehicles, Rentals & Leases	501-0000-71030	1,716.27
PACIFIC MOBILE STRUCTURES,	210043	02/2023 - PW TRAILER RENTAL	Building Leases	501-0000-71032	3,088.51
			Fund 501 - FAC	LITY & FLEET REPLACEMENT Total:	17,804.27
Fund: 502 - INFORMATION TEC	HNOLOGY				
CHARTER COMMUNICATIONS	210019	12/15/22-1/14/23 - WC CABLE (8105)	Cable/Internet - Utilities	502-0000-61400	154.52
CHARTER COMMUNICATIONS	210019	01/2023 - CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	175.64
CHARTER COMMUNICATIONS	210019	12/20/22-1/19/23 - WC CABLE (1909)	Cable/Internet - Utilities	502-0000-61400	10.52
CHARTER COMMUNICATIONS	210019	01/10-02/09/23 - CH INTERNET (2546)	Cable/Internet - Utilities	502-0000-61400	2,079.00
CHARTER COMMUNICATIONS	210019	01/12-02/11/23 - CITY YARD CABLE (4080)	Cable/Internet - Utilities	502-0000-61400	81.70
DELL MARKETING LP	210023	07/2023-03/2024 - MICROSOFT 365 LICEN	Prepaid Expense	502-0000-13600	18,710.82
DELL MARKETING LP	210023	10/2022-06/2023 - MICROSOFT 365 LICEN	Software Licenses	502-0000-60301	16,631.90
CANON FINANCIAL SERVICES,	210018	01/2023 CITY PRINTERS 12/2022 METER U	Copiers	502-0000-60662	2,518.64
DLT SOLUTIONS LLC	210027	1/1/23-12/31/25 - AUTOCAD RENEWAL S	Software Licenses	502-0000-60301	78.40
VERIZON WIRELESS	210068	12/02/22-01/01/23 - BACKUP SERVER (21	Cable/Internet - Utilities	502-0000-61400	66.17
VERIZON WIRELESS	210068	12/02/22-01/01/23 - CITY IPADS (5587)	Cell/Mobile Phones	502-0000-61301	5,624.03
VERIZON WIRELESS	210068	12/02/22-01/1/23 - CITY CELL SVC (5496)	Cell/Mobile Phones	502-0000-61301	3,038.49
CALCIUM LLC	210016	01-01-03/31/23 - COVID 19 CHECK IN APP	Software Licenses	502-0000-60301	507.00
MICROSOFT CORPORATION	210039	12/10/22-1/9/23 - MS AZURE ONLINE SVCS	Software Licenses	502-0000-60301	779.69
FRONTIER COMMUNICATIONS	210032	01/03-02/02/23 - 2ND CITY INTERNET LINE	Cable/Internet - Utilities	502-0000-61400	1,208.21
FRONTIER COMMUNICATIONS	210032	1/12-2/11/23 - X-PARK INTERNET	Cable/Internet - Utilities	502-0000-61400	904.11
FRONTIER COMMUNICATIONS	210032	01/04-02/03/23 - DSL SVC	Cable/Internet - Utilities	502-0000-61400	350.62
			Fund 502 - II	NFORMATION TECHNOLOGY Total:	52,919.46
Fund: 503 - PARK EQUIP & FACI	LITY FUND				
DAVE BANG, INC.	210022	PLAYWORLD GLIDE SLIDE	Parks	503-0000-71060	2,616.00
DAVE BANG, INC.	210022	EQUIPMENT SHIPPING	Parks	503-0000-71060	474.00
DAVE BANG, INC.	210022	INSTALLATION BY CERTIFIED CONTRACTOR	Parks	503-0000-71060	5,800.00
DAVE BANG, INC.	210022	TAXES	Parks	503-0000-71060	228.90
			Fund 503 - P	ARK EQUIP & FACILITY FUND Total:	9,118.90
Fund: 601 - SILVERROCK RESOR	т				
USA DRAIN AND PLUMBING	210066	12/9/22 - SRR HOUSE SEWAGE PUMP REP	Repair & Maintenance	601-0000-60660	19,280.00
JOHNSTONE SUPPLY	210038	10/18/22 - HVAC PARTS FOR SRR	Repair & Maintenance	601-0000-60660	236.28
			•	d 601 - SILVERROCK RESORT Total:	19,516.28
				Grand Total:	456,902.74

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#### **Fund Summary**

Fund		Expense Amount
101 - GENERAL FUND		187,265.02
201 - GAS TAX FUND		434.84
202 - LIBRARY & MUSEUM FUND		2,505.00
215 - LIGHTING & LANDSCAPING FUND		83,171.26
401 - CAPITAL IMPROVEMENT PROGRAMS		84,167.71
501 - FACILITY & FLEET REPLACEMENT		17,804.27
502 - INFORMATION TECHNOLOGY		52,919.46
503 - PARK EQUIP & FACILITY FUND		9,118.90
601 - SILVERROCK RESORT		19,516.28
	<b>Grand Total:</b>	456,902.74

#### **Account Summary**

Account Summary			
Account Number	Account Name	Expense Amount	
101-0000-20325	Due to County Recorder	189.00	
101-1002-60101	Contract Services - Admini	3,500.00	
101-1002-60351	Membership Dues	100.00	
101-1002-60400	Office Supplies	163.36	
101-1002-60420	Operating Supplies	164.86	
101-1004-60103	Professional Services	150.00	
101-1004-60104	Consultants/Employee Se	260.00	
101-1004-60400	Office Supplies	51.50	
101-1005-60103	Professional Services	1,151.55	
101-1005-60400	Office Supplies	87.81	
101-1006-60102	Administration	2,562.37	
101-1006-60400	Office Supplies	69.04	
101-1007-60403	Citywide Supplies	284.49	
101-1007-60470	Postage	214.18	
101-2001-60168	School Officer	17,831.36	
101-2001-60174	Blood/Alcohol Testing	105.00	
101-2001-60175	Special Enforcement Funds	400.00	
101-2001-60176	Sheriff - Other	640.19	
101-2002-60112	Landscape Contract	1,510.00	
101-2002-60123	Security & Alarm	510.00	
101-2002-60691	Maintenance/Services	750.88	
101-2002-61304	Mobile/Cell Phones/Satell	661.76	
101-2002-61400	Cable/Internet - Utilities	236.12	
101-2002-80101	Machinery & Equipment	629.83	
101-3005-60112	Landscape Contract	60,804.00	
101-3005-60117	Civic Center Lake Mainten	1,350.00	
101-3005-60189	SilverRock Lake Maintena	1,350.00	
101-3005-60431	Materials/Supplies	7,165.19	
101-3005-60554	LQ Park Water Feature	1,686.00	
101-3005-60691	Maintenance/Services	20,320.00	
101-3005-61300	Telephone - Utilities	87.03	
101-3008-60123	Security & Alarm	1,170.00	
101-3008-60431	Materials/Supplies	876.63	
101-3008-60691	Maintenance/Services	2,778.87	
101-6002-60103	Professional Services	18,343.45	
101-6004-60111	Administrative Citation Se	725.13	
101-6004-60320	Travel & Training	278.00	
101-6006-60320	Travel & Training	505.99	
101-6006-60420	Operating Supplies	-107.50	
101-7001-60400	Office Supplies	68.03	
101-7003-60400	Office Supplies	43.16	
101-7006-60144	Contract Traffic Engineer	37,450.00	
101-7006-60146	PM 10 - Dust Control	147.74	
201-7003-60429	Traffic Control Signs	434.84	
202-3004-60112	Landscape Contract Security & Alarm	869.00 420.00	
202-3004-60123	Security & Aldilli	420.00	

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#### **Account Summary**

Account Number	Account Name	Expense Amount
202-3004-60691	Maintenance/Services	450.00
202-3006-60112	Landscape Contract	181.00
202-3006-60123	Security & Alarm	585.00
215-7004-60104	Consultants	6,063.92
215-7004-60112	Landscape Contract	69,905.00
215-7004-60423	Supplies-Graffiti and Van	408.74
215-7004-60431	Materials/Supplies	3,753.60
215-7004-60691	Maintenance/Services	3,040.00
401-0000-20600	Retention Payable	-4,386.34
401-0000-60185	Design	105.00
401-0000-60188	Construction	88,449.05
501-0000-60675	Parts, Accessories, and Up	564.06
501-0000-60676	Vehicle Repair & Mainte	24.00
501-0000-60679	Motorcycle Repair & Main	411.43
501-0000-71030	Vehicles, Rentals & Leases	1,716.27
501-0000-71032	Building Leases	3,088.51
501-0000-71103	City Bldg Repl/Repair	12,000.00
502-0000-13600	Prepaid Expense	18,710.82
502-0000-60301	Software Licenses	17,996.99
502-0000-60662	Copiers	2,518.64
502-0000-61301	Cell/Mobile Phones	8,662.52
502-0000-61400	Cable/Internet - Utilities	5,030.49
503-0000-71060	Parks	9,118.90
601-0000-60660	Repair & Maintenance	19,516.28
	Grand Total:	456,902.74

#### **Project Account Summary**

Project Account Key	Project Account Name	Project Name	<b>Expense Amount</b>
**None**	**None**	**None**	319,656.21
201603D	Design Expense	La Quinta Landscape Renovation Ir	105.00
201804E	Landscape & Lighting Median Island	Landscape & Lighting Median Islan	6,428.37
201923CT	Construction Expense	Washington St at Ave 50/Calle Tarr	87,726.80
201923RP	Retention Payable	Washington St at Ave 50/Calle Tarr	-4,386.34
202216E	General PW Maint - Desert Concepts	General PW Maintenance - Desert	27,800.00
2223TMICT	Construction Expense	FY22/23 Traffic Maintenance Impro	722.25
CORONANR	Corona Non Reimbursable	Corona Virus Emergency Response	507.00
SOITN	SOI - Sphere of Influence Terra Nova	(SOI) Sphere of Influence Fiscal Stu	18,343.45
	Grand Total:	456,902.74	

<sup>\*</sup>Project codes are generally used to track Capital Improvement Program (CIP) projects, other large public works projects, developer deposits, or city-wide events. Normal operational expenditures are not project coded and, therefore, will report as "none" in this section.

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Bank Transactions 1/9/2023 - 1/27/2023

### **Wire Transaction**

Listed below are the wire transfers from 1/9/2023–1/27/2023.

#### Wire Transfers:

01/09/2023 - WIRE TRANSFER - CALPERS	\$ 4,914.07
01/09/2023 - WIRE TRANSFER - CALPERS	\$ 14,465.46
01/09/2023 - WIRE TRANSFER - CALPERS	\$ 24,207.81
01/09/2023 - WIRE TRANSFER - LANDMARK	\$ 243,496.90
01/11/2023 - WIRE TRANSFER - MIDAMERICA	\$ 14,126.75
01/17/2023 - WIRE TRANSFER - COLONIAL LIFE	\$ 11,321.72
01/19/2023 - WIRE TRANSFER - STERLING HEALTH	\$ 3,150.00
01/26/2023 - WIRE TRANSFER - LQCEA	\$ 513.00
01/26/2023 - WIRE TRANSFER - MISSION SQUARE	\$ 6,109.66
01/26/2023 - WIRE TRANSFER - LANDMARK	\$ 202,323.23
01/26/2023 - WIRE TRANSFER - J&H ASSET PROPERTY MGMT	\$ 28,721.06
01/27/2023 - WIRE TRANSFER - CALPERS	\$ 4,826.48
01/27/2023 - WIRE TRANSFER - CALPERS	\$ 14,429.33
01/27/2023 - WIRE TRANSFER - CALPERS	\$ 25,867.03
TOTAL WIRE TRANSFERS OUT	 \$598,472.50

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Purchase Orders 10/1/22 - 12/31/22

## **Purchase Orders**

Listed below are Purchase Orders issued from 10/1/22 - 12/31/22 with a value between \$25,000 and \$50,000 for City Council's review.

<b>Vendor</b> Vintage Associates	<b>P.O Number</b> 2223-0127	\$ <b>Amount</b> 40,000.00	Purpose Bear Creek Trail Landscape Services
Logic Compensation Group, LLC	2223-0128	\$ 49,500.00	Job Description Writing Service
Schultz Motorsports, LLC	2223-0136	\$ 32,356.38	Vehicle Safety Lights Install and Upfits
Matrix Consulting Group	2223-0150	\$ 25,000.00	La Quinta/Palm Desert Police Feasibility Study
Vintage Associates	2223-0159	\$ 30,675.00	Bear Creek Trail Maintenance

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CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTER FOR SOUTHERN CALIFORNIA GAS COMPANY DATED JANUARY 27, 2023

#### RECOMMENDATION

Approve demand register for SoCal Gas dated January 20, 2023.

#### **EXECUTIVE SUMMARY** – None

#### **FISCAL IMPACT**

Demand of Cash:

City	\$ 8,408.52
Successor Agency of RDA	\$ -
Housing Authority	\$ 
	\$ 8,408.52

#### **BACKGROUND/ANALYSIS**

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the demand register for SoCal Gas dated January 20, 2023.

Warrants Issued:

210006 \$ 8,408.52 \$ 8,408.52

Prepared by: Jesse Batres, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

Attachment: 1. Demand Register

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### **ATTACHMENT 1**

# **Demand Register**



Packet: APPKT03363 - 01/20/23 SOCAL GAS JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
THE GAS COMPANY	210006	11/21-12/20/22 - FS #32 GAS SVC	Gas - Utilities	101-2002-61100	191.27
THE GAS COMPANY	210006	11/21-12/20/22 - CH GAS SVC	Gas - Utilities	101-3008-61100	736.04
THE GAS COMPANY	210006	11/21-12/20/22 - FB POOL GAS SVC	Gas-Utilities FB Pool	101-3005-61100	6,319.03
THE GAS COMPANY	210006	11/21-12/20/22 - WC GAS SVC	Gas - Utilities	101-3008-61100	691.42
THE GAS COMPANY	210006	11/29-12/29/22 - FS #93 GAS SVC	Gas - Utilities	101-2002-61100	146.30
				Fund 101 - GENERAL FUND Total:	8,084.06
Fund: 202 - LIBRARY & MUSE	EUM FUND				
THE GAS COMPANY	210006	11/21-12/20/22 - LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	311.37
			Fund	202 - LIBRARY & MUSEUM FUND Total:	311.37
Fund: 501 - FACILITY & FLEET	REPLACEMENT				
THE GAS COMPANY	210006	12/2022 - SWEEPER FUEL	Street Sweeper	501-0000-60678	13.09
			Fund 501	- FACILITY & FLEET REPLACEMENT Total:	13.09
				Grand Total:	8,408.52

**Demand Register** 

Packet: APPKT03363 - 01/20/23 SOCAL GAS JB

#### **Fund Summary**

Fund		Expense Amount
101 - GENERAL FUND		8,084.06
202 - LIBRARY & MUSEUM FUND		311.37
501 - FACILITY & FLEET REPLACEMENT		13.09
	Grand Total:	8,408.52

#### **Account Summary**

Account Number	Account Name	Expense Amount
101-2002-61100	Gas - Utilities	337.57
101-3005-61100	Gas-Utilities FB Pool	6,319.03
101-3008-61100	Gas - Utilities	1,427.46
202-3004-61100	Gas - Utilities	311.37
501-0000-60678	Street Sweeper	13.09
	Grand Total:	8 408 52

#### **Project Account Summary**

Project Account Key	Project Account Name	Project Name	Expense Amount
**None**	**None**	**None**	8,395.43
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	13.09
	Grand Total:	8,408.52	

<sup>\*</sup>Project codes are generally used to track Capital Improvement Program (CIP) and other large public works projects, developer deposits, or city-wide events. Normal operational expenditures are typically not project coded and, therefore, will report as "none" in this section.

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: APPROVE SECOND ROUND COMMUNITY SERVICES GRANTS FOR FISCAL YEAR 2022/23

#### **RECOMMENDATION**

Approve second round Community Services Grants for fiscal year 2022/23.

#### **EXECUTIVE SUMMARY**

- Council considers Community Services Grants (Grants) and Economic Development/Marketing funding requests three times per fiscal year.
- Eight grant applications were received and reviewed by the Community Services Grant Ad Hoc Committee (Committee).

#### FISCAL IMPACT

The first round of Grants awarded \$37,000 leaving a balance of \$23,000 in fiscal year (FY) 2022/23 Grants budget (Account No. 101-3001-60510). Eight organizations submitted a total of \$31,000 in grant requests. The Committee's recommendation is to fund \$23,000 of these requests. Funding in the amount of \$15,000 is available in Account No. 101-3001-60510 for the upcoming third round of Grants and can be used for the Community Services Grant program.

#### **BACKGROUND/ANALYSIS**

Grants are awarded to 501(c)3 non-profit groups and organizations that benefit La Quinta residents and strengthen the business community. Grants are limited to \$5,000 per request and consecutive fiscal year funding is not allowed (Attachment 1).

The Starter Grant category is for organizations applying for the first time and/or have a first-time program. This allows applicants up to \$500 of funding and eligibility to apply again the next fiscal year.

The Committee, comprised of Councilmembers Fitzpatrick and McGarrey, reviewed all applications, and recommended the following:

Applicant	Requested	Committee Recommendation
Angel Force	\$5,000	\$0
Angel View	\$3,500	\$3,500
Coachella Valley Horse Rescue	\$5,000	\$4,500
Coachella Valley Volunteers in Medicine	\$5,000	\$5,000
Friends of the Desert Mountains	\$5,000	\$4,500
La Quinta High School AVID*	\$500	\$0
Riverside County Sheriff Explorer Post 503	\$5,000	\$5,000
Shay's Warriors*	\$2,000	\$500
Total	\$31,000	\$23,000

<sup>\*</sup>Starter Grant

Attachment 2 presents all submitted grant requests. All applications are available for review in the Community Resources Department.

#### **ALTERNATIVES**

Council may modify and/or deny funding for any or all grant applications received.

Prepared by: Christina Calderon, Community Resources Manager

Approved by: Jon McMillen, City Manager

Attachments: 1. Community Services Grant Overview

2. Recommended Grant Requests

#### **COMMUNITY SERVICES GRANT OVERVIEW**

The City of La Quinta offers a grant program for community services support.

- Community Services Grants go to recognized nonprofit organizations that benefit the residents of La Quinta.
- Grants are considered and funded up to three times per year (rounds).
- All three rounds are held within the city's fiscal year (July 1 June 30).
- Organizations that have been funded are ineligible for funding for the next fiscal year.
- All funding requests are limited to an amount not to exceed \$5,000.

## IS MY ORGANIZATION ELIGIBLE?

#### Q: How much money is available?

A: Requests are limited to an amount not to exceed \$5,000. Any funding amount requested could be adjusted to a lesser amount at the discretion and approval of the City Council.

#### Q: Who can apply for this grant?

A: Applications are accepted from recognized nonprofit organizations that directly benefit La Quinta residents. Second consideration is given to nonprofit organizations that indirectly affect the quality of life for the residents of La Quinta.

#### Q: Can an individual apply for this grant?

A: No, individuals are not eligible for funding through the City of La Quinta grant program.

#### Q: What if my organization is applying for a grant for the first time?

A: Organizations applying to the Community Services Grant program for the first time are eligible for a "Starter Grant". The "Starter Grant" allows first time applicants grant funding up to \$500 if they demonstrate their commitment to provide services to the La Quinta community. If an organization is selected to receive the "Starter Grant" they would then be eligible to apply to the program again the next fiscal year.

#### Q: Can my organization request "seed" money for a start-up?

A: Yes, organizations can request "seed" money, however they are required to obtain matching funds from other sources in the <u>same fiscal year</u> before the grant funds will be released.

### Q: Is my organization eligible if we received Community Development Block Grant (CDBG) funds?

A: No, organizations that receive CDBG funds from the City of La Quinta during the same fiscal year are not eligible for funding.

#### Q: Is my organization eligible if we received Community Services Grant (CSG) funds in the past?

A: Yes, and No. Organizations that were funded <u>before June 30, 2021</u> are now eligible to apply. Organizations that were funded **after July 1, 2021** are ineligible for funding and must wait until **July 1, 2023** to re-apply.

## THE PROCESS...

#### What you need to do:

- 1. Determine eligibility based on the information provided above. If eligible, proceed to step 2.
- 2. Review the grants calendar for submission dates (in red). If within due date, proceed to step 3.
- 3. Fill out the grant application. Once completed proceed to step 4.
- 4. Submit application via email to <a href="mailto:ccalderon@laquintaca.gov">ccalderon@laquintaca.gov</a>, or in person to the Wellness Center.
  - a. The Wellness Center is located at 78450 Avenida La Fonda, La Quinta, CA 92253.

#### The next steps:

- 5. Applications are received and reviewed by staff to ensure eligibility and completeness.
- Completed grant applications will be reviewed by a designated Grant Review Committee (in blue).
  - a. The committee's review includes consideration of the funding amount, the intended use of the funds, and the organizations service to the community. If the committee approves the application, they will then recommend for approval to the City Council.
- 7. Committee approved applications are submitted to the City Council for consideration and approval (in green)
- 8. If approved, funds will be dispersed to grantee (in white) and can be spent over a 12-month period.
- 9. Funding expenditures will need to be reported to the city at 6 months and a full reconciliation form with supporting documentation will be due before the end of the 12-month period.

For more information on the City of La Quinta Grant program, please contact the Community Resources Department at the Wellness Center 760.564-0096 or at 760.777.7183

# Click Here to Return to Agenda MARKETING/SPONSORSHIP GRANT OVERVIEW

The City of La Quinta offers a grant program for marketing and event sponsorship.

- Marketing/Sponsorship Grants go to nonprofit organizations that would benefit the City of La Quinta in a marketing capacity.
- Economic Development Grants go to organizations that will help strengthen the business community in La Quinta.
- Grants are considered and funded up to three times per year (rounds).
- Organizations that have been funded are ineligible for funding for the next fiscal year.
- All three rounds are held within the city's fiscal year (July 1- June 30).
- All funding requests must include a detailed marketing/media plan to be considered.

## IS MY ORGANIZATION ELIGIBLE?

## Q: How much money is available?

A: Requests are limited to an amount not to exceed \$5,000. A second tier is available for Economic Development/Marketing requests above \$5,000 (submission of a detailed marketing/media plan is required). For Economic Development/Marketing requests above \$5,000, an in depth review will be conducted by the La Quinta Marketing Committee. Any funding amount requested could be adjusted to a lesser amount at the discretion and approval of the City Council.

#### Q: Who can apply for this grant?

A: Applications are accepted from recognized organizations that would benefit the City of La Quinta in a marketing capacity. Second consideration is given to organizations that indirectly affect the quality of life for the residents of La Quinta.

#### Q: Can an individual apply for this grant?

A: No, individuals are not eligible for funding through the City of La Quinta grant program.

#### Q: Can my organization request "seed" money for a start-up?

A: Yes, organizations can request "seed" money; however, they are required to obtain matching funds from other sources in the <u>same fiscal year</u> before the grant funds will be released.

## Q: Is my organization eligible if we received Community Development Block Grant (CDBG) funds?

A: No, organizations that receive CDBG funds from the City of La Quinta during the same fiscal year are not eligible for funding.

#### Q: Is my organization eligible if we received Community Services Grant (CSG) funds in the past?

A: Yes, and No. Organizations that were funded <u>before June 30, 2021</u> are now eligible to apply. Organizations that were funded <u>after July 1, 2021</u> are ineligible for funding and must wait until <u>July 1, 2023</u> to re-apply.

## THE PROCESS...

## What you need to do:

- 1. Determine eligibility based on the information provided above. If eligible, proceed to step 2.
- 2. Review the grants calendar for submission dates (in red). If within due date, proceed to step 3.
- 3. Fill out the grant application. Once completed proceed to step 4.
- 4. Submit application via email to <a href="mailto:ccalderon@laquintaca.gov">ccalderon@laquintaca.gov</a>, or in person to the Wellness Center.
  - a. The Wellness Center is located at 78450 Avenida La Fonda, La Quinta, CA 92253.

#### The next steps:

- 5. Applications are received and reviewed by staff to ensure eligibility and completeness.
- Completed grant applications will be reviewed by a designated Grant Review Committee (in blue).
  - a. The committee's review includes consideration of the funding amount, the included marketing/media plans, and the amount of impressions and visitors the event would bring to the city. If the committee approves the application, they will then recommend approval to the City Council.
- 7. Committee approved applications are submitted to the City Council for consideration and approval (in green)
- 8. If approved, funds will be dispersed to grantee (in white) and can be spent over a 12-month period.
- 9. Funding expenditures will need to be reported to the city at 6 months and a full reconciliation form with supporting documentation will be due before the end of the 12-month period.

For more information on the City of La Quinta Grant program, please contact the Community Resources Department at the Wellness Center 760.564.0096 or at 760.777.7183

# **Community Services Grants**

	First Round																										
JULY 2022 AUGUS							JST			SEPTEMBER						OCTOBER											
					1	2		1	2	3	4	5	6					1	2	3				Ī			1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
10		12	13	14	_		14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
31	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		23 30	24 31	25	26	27	28	29

	Second Round																										
NOVEMBER					DECEMBER							JANUARY 2023							FEBRUARY								
											1	2	3	1	2	3	4	5	6	7				1	2	3	4
		1	2	3	4	5	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
6	7	8	9	10	11	12	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
13	14	15	16	17	18	19	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
20	21		23	24	25	26	25		27		29		31		30		23	20	۷,	20	26	27	28				
27	28	29	30				23	20	۷,	20	23	30	31	29	30	31											

Third Round												
MARCH	APRIL	MAY	JUNE 2023									
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Application Due Date	Ad-Hoc Committee Review	City Council Decision	Checks Distributed

Click Here to Return to Agenda

## Recommended Grant Requests:

- 1. Angel View is requesting \$3,500 in funding to be used to cover costs related to providing case management to families raising children with disabilities in La Quinta. Case management services are provided free of charge and are individualized for families. In addition to case management Angel View provides reimbursement for the cost of travel to Loma Linda for specialty pediatric appointments, award mini grants for medical equipment, supplies and services not covered by insurance, participate as children's educational advocates at Individual Education Program (IEP) meeting with Desert Sands Unified School District (DSUSD), provide resources and referrals, and help with applications. Angel View received a Starter Grant for \$500 in FY 2021/22. The Starter Grant allowed them to provide individualized case management services to 20 La Quinta children. The Grant Review Committee recommends funding \$3,500.
- 2. Coachella Valley Horse Rescue is requesting \$5,000 in funding to be used towards their new program, "Horsinalities" ™ Pony Camp™. Starter costs for this program is \$4,800; items looking to be purchased with these funds include 10 children's riding helmets (\$900), an audiovisual screen for PowerPoint presentations (\$320), LCD projector (\$860), insurance for sessions (\$1,500 for 10 sessions), printed materials (\$420), and grooming supplies (\$800). Coachella Valley Horse Rescue offers equine-assisted programs for children and adults. They are looking to expand their summer program for youth to a bi-weekly kids camp program to provide more opportunity to children throughout the year. This organization was last funded \$2,500 in FY 2018/19. The Grant Review Committee recommends funding \$4,500.
- 3. Coachella Valley Volunteers in Medicine (CVVIM) is requesting \$5,000 in funding to be used to assist La Quinta residents who have no health insurance, are underinsured, and who have household incomes no greater than 200% of Poverty Guidelines. Qualified patients are eligible to receive, at no cost, lab tests, x-rays and imaging services, general and diabetes care management, hypertension and wellness education, social service referrals, and homeless medical outreach. This organization was last funded \$5,000 in FY 2019/20. The Grant Review Committee recommends funding \$5,000.
- 4. Friends of the Desert Mountains is requesting \$5,000 in funding to provide outdoor environmental educational opportunities to children in the Coachella Valley. These outdoor programs incorporate cultural components, the Indigenous history of the area, and local/state requirements for Science, Technology, Engineering, Arts, and Math (STEAM) education. Children will visit the La Quinta Cove trails accessing the Santa Rosa/San Jacinto Mountains National Monument to experience educational guided hikes; 2 are currently planned for the fall/winter and summer seasons. The cost per hike is \$2,150 and consist of bus transportation (\$500), park/tram fees (\$600 per visit), snacks and water (\$750 per visit) and support for their education team (\$1,000 per visit). This organization was last funded \$5,000 in FY 2016/17. **The Grant Review Committee recommends funding \$4,500**.

- 5. Riverside County Sheriff Explorer Post 503 is requesting \$5,000 in funding to be used towards the purchase of new Explorer uniforms and uniform accessories. Over the past year the Riverside County Sheriff's Department has completely changed their uniforms for all volunteer forces. The average cost is \$400 for a complete uniform set; currently Explorer Post 503 has 15 active youth members. This organization was last funded \$5,000 in FY 2020/21. Grant funds received during FY 2020/21 were returned to the City of La Quinta. The organization was not able to participate in events, competitions, and meetings were postponed due to the COVID-19 pandemic. The Grant Review Committee recommends funding \$5,000.
- 6. Shay's Warriors is requesting \$2,000 in funding to provide services to La Quinta residents including hosting their La Quinta Connection and Coffee series 1-2 times per month. The organization is also requesting use of a space to host this series in La Quinta. Shay's Warriors is a first-time applicant to the Community Services Grant program. The Grant Review Committee recommends funding a \$500 Starter Grant. Grant funding would include a room for use at the Wellness Center for this organization to provide their services to La Quinta residents. This organization will be eligible to apply again for the Community Services Grant program for FY 2023-24.

Grant Requests not recommended for funding and/or did not meet the criteria in the Grant Guidelines include:

- 7. Angel Force is requesting \$5,000 in marketing and sponsorship funding to be used to cover costs for the Veteran's Free Concert that was held on December 6, 2022. This organization held their first 3-day STOP SUISILENCE SUMMIT in Rancho Mirage (December 5-7, 2022) to help raise awareness about the suicide epidemic in the veteran's community. The 3-day event consist of a gala, a free veteran's concert, and a two-day symposium. Angel Force is a first-time applicant to the Community Services Grant program. The Grant Review Committee does not recommend funding this organization at this time. The committee does encourage this organization to apply again in FY 2023-24. Additional information should be included in the grant application regarding attendance for the first-year event and how the services provided directly benefit La Quinta residents.
- 8. La Quinta High School AVID (Advancement via Individual Determination) is requesting a Starter Grant for their AVID program in the amount of \$500 for their rebranding efforts to share the mission and vision of La Quinta High School (LQHS) to create a positive school culture. LQHS will have a committee, that consists of staff, students, and parents, that would like to create clear and positive messaging, possibly through murals that represents their pathways, IB program, and the Blackhawk Way mission: "We are principled, balanced, open-minded, and caring." LQHS AVID is a first-time applicant to the Community Services Grant program. The Grant Review Committee does not recommend funding this organization at this time. The committee does encourage this organization to apply again in FY 2023-24 with more information provided in the grant application outlining the scope of work that will be completed including a cost estimate. The committee also referenced that 2 other LQHS groups recently received \$5,500 in grant funding through the Community Services Grant program during the first round of this fiscal year.

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: APPOINT ONE COUNCILMEMBER TO SERVE ON THE PILLARS OF THE COMMUNITY, DISTINGUISHED ARTISTS, AND DISTINGUISHED ATHLETES AWARD PROGRAMS REVIEW SUBCOMMITTEE

# **RECOMMENDATION**

Appoint one Councilmember to serve on the Pillars of the Community, Distinguished Artists, and Distinguished Athletes award programs review subcommittee.

# **EXECUTIVE SUMMARY**

- La Quinta recognizes residents who have made contributions to the City by honoring them as Pillars of the Community. Residents are also acknowledged as Distinguished Artists & Distinguished Athletes if they have used their artistic talents to contribute to La Quinta's image or served the City in the field of sports.
- Despite efforts to promote the awards, recently there has been a decline in nominations submitted by community members.
- The Community Services Commission (Commission) established a subcommittee to recommend revisions to the nomination process to increase nominations and is requesting that one Councilmember serve on the subcommittee.

FISCAL IMPACT – None.

# **BACKGROUND/ANALYSIS**

Since 1992, La Quinta has recognized residents who have made contributions to the City by honoring them as Pillars of the Community. Residents are also acknowledged as Distinguished Artists and Distinguished Athletes if they have used their artistic talents to contribute to La Quinta's image or served the City in the field of sports. The City asks residents and/or local schools/organizations to nominate individuals deserving of these honors and has increased efforts to promote the awards, however over the past few years there has been a decline in nominations submitted by community members. Due to the lack of interest in the awards, the Commission recommends revising the nomination process to broaden the range of eligible recipients and enhance promotional strategies to restore the significance of the honors.

During the June 13, 2022, Commission meeting, a subcommittee was formed and tasked with assessing nomination criteria and potential modifications to the award programs. The Commission is requesting that one Councilmember serve on the subcommittee to provide valuable insight and feedback about how best to update and enhance these recognition programs. The subcommittee's recommendations will be presented to the Commission for discussion and then presented to City Council for review and consideration.

# **ALTERNATIVES**

Council may elect to not assign a Councilmember to the subcommittee.

Prepared by: Michael Calderon, Community Resources Analyst

Approved by: Jon McMillen, City Manager

STUDY SESSION ITEM NO. 1

# City of La Quinta

CITY COUNCIL MEETING: February 7, 2023

STAFF REPORT

AGENDA TITLE: DISCUSS IMPERIAL IRRIGATION DISTRICT CONTRACT EXPIRATION AND CONSIDER OPTIONS IN MOVING FORWARD THAT ADDRESS AGING EQUIPMENT AND STRESSED POWER GRID

# **RECOMMENDATION**

Discuss the objectives of a Riverside Local Agency Formation Commission (Riverside LAFCO) study exploring "Alternative Governance Structures and Alternative Electricity Service Provisions" (Study). The primary objectives of the Study are to evaluate the current conditions of electricity service provisions by the Imperial Irrigation District (IID) and address two tasks in response to Assembly Bill 1021 (Mayes):

- Task No. 1: Options for providing continued publicly and/or independent system operator owned and managed electrical service.
- Task No. 2: Options for alternative governance structures that would extend voting rights to registered voters who reside within the IID electrical service area to provide for proportional representation on a governing board that will have primary jurisdiction on all electrical service matters.

# **BACKGROUND/ANALYSIS**

A 99-year lease agreement between the IID and the Coachella Valley Water District (CVWD), which provides the basis for which Eastern Coachella Valley residents and businesses receive electricity, is set to expire in January 2033.

The California Water Resources Control Board has requested that the Riverside LAFCO in conjunction with the Imperial LAFCO conduct a Study that would provide options for the future governance of IID to include proportional representation of Riverside County electricity customers being served by IID. The Study is also to provide options for future electrical service by alternative public agencies if IID prefers to terminate the service to Riverside and/or Imperial counties.

The LAFCO consultant reviewing the current conditions of energy service provisions by IID has requested that stakeholders state what they see as an ideal governance for providing reliable energy service beyond 2033.

Stakeholders include the cities of La Quinta, Indio, Coachella, and portions of the Cities of Palm Desert, Rancho Mirage, and Indian Wells, and areas of unincorporated Riverside County. Today, the Coachella Valley represents more than 60% of IID's energy ratepaying customers.

# Below are some options to explore:

- 1. Enter into a new contract with IID The current IID board is made up of Imperial County representatives whose focus is the delivery of water. It does not include representatives of the Eastern Coachella Valley which has no stake in the water service, only energy. A new agreement may include breaking into two IID boards one for water district and one board for energy services which must include Eastern Coachella Valley stakeholders with voting privileges.
- Find another entity to provide service The Eastern Coachella Valley region can invite another entity that would assume the responsibility of being the power provider. This would require looking into what it would take for another entity to acquire existing infrastructure and gain access to the grid.
- 3. **Form a municipal utility authority –** The City can operate a municipal electric utility, either on its own or as part of a Joint Powers Agreement (JPA) that includes other public agencies. To do this, the City would need to know the value and cost of the infrastructure that would have to be transferred from IID. And, who owns the infrastructure now, and who would own it when the lease expires IID, CVWD, or the ratepayers?

# Addressing equipment needs and upgrades

In choosing a path for the future, the stakeholders must also consider that IID equipment was not designed and planned to handle the growth that has occurred in the Coachella Valley. Intensified electrification by our current customer base is pushing transmission and substation capacity to the limits.

Equipment problems are also impacting new development that can't be served by the current substations and grid. IID's current policy is to not pay for growth, but for growth and development to pay for itself.

An estimated \$800 million is currently needed to increase generation transmission and build the required substations for near-term growth in the region. So, consideration must also be given to funding the necessary upgrades, which may include the sale of bonds and a rate increase to customers, with programs in place to help those on fixed and low incomes that might not be able to afford higher prices.

Prepared by: Sherry Barkas, Management Specialist

Approved by: Jon McMillen, City Manager

DEPARTMENTAL REPORT ITEM NO. 3

# City of La Quinta

# CITY COUNCIL MEETING STAFF REPORT

TO: Madam Mayor and Members of the City Council

FROM: Monika Radeva, City Clerk

DATE: February 7, 2023

SUBJECT: STATE OF EMERGENCY RELATING TO NOVEL CORONAVIRUS

DISEASE 2019 AND TELECONFERENCE ACCESSIBILITY FOR PUBLIC MEETINGS PURSUANT TO ASSEMBLY BILL 2449 (RUBIO) (STATS. 2022, CH. 285) IMPLEMENTING NEW BROWN ACT PROVISIONS

[GOVERNMENT CODE SECTIONS 54953 AND 54954.2]

# STATE OF EMERGENCY DUE TO COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of novel coronavirus disease 2019 (COVID-19).

On March 17, 2020, Council adopted Emergency Resolution No. EM 2020-001, proclaiming a local emergency to exist in the City of La Quinta, as defined in La Quinta Municipal Code (LQMC) Section 2.20.020, in accordance with LQMC Section 2.20.080, due to the threat of the existence and spread of COVID-19.

On April 7, 2020, Council adopted Emergency Resolution No. EM 2020-003 waiving the 14-day time-period requirement under LQMC Section 2.20.080, Subsection (B), to review the need for continuing the local emergency for the duration of the statewide State of Emergency related to COVID-19.

California Governor Newsom has announced his intention to rescind the statewide COVID-19 State of Emergency on February 28, 2023, which will effectively terminate the state of local emergency for the City of La Quinta per Emergency Resolution No. EM 2020-001.

Since the beginning of the COVID-19 pandemic, in early 2020, the Governor signed Executive Order Nos. N-29-20 and N-08-21 effectively suspending traditional teleconference requirements for public meetings due to health and safety reasons, which allowed the use of teleconference participation and accessibility for legislative bodies, staff, consultants, and the public by suspending or waiving specific provisions in the Ralph M. Brown Act (Brown Act) [Gov. Code § 54950 et seq.]

Assembly Bill 361 (Rivas) (Stats. 2021, Ch. 165) (AB 361) was signed into law by the Governor on September 16, 2021, which went into effect immediately as urgency legislation (codified under Gov. Code § 54953), establishing specific regulations that allowed local agencies to continue to conduct public meetings via remote teleconference flexibility, but only when there is a state of emergency that makes in unsafe to meet in person.

On September 28, 2021, Council adopted Resolution No. 2021-035 making the initial required findings under AB 361 and authorizing the City Manager to continue to implement teleconference accessibility for public meetings; and re-affirmed the findings every 30 days as required. AB 361 will officially sunset on January 1, 2024, and remains in effect until the State of Emergency is terminated by the Governor.

On September 13, 2022, the Governor signed into law Assembly Bill 2449 (Rubio) (Stats. 2022, Ch. 285) (AB 2449), which went into effect on January 1, 2023, and will remain in effect until January 1, 2026, enacting new regulations for conducting public meetings via teleconference accessibility (also codified under Gov. Code § 54953).

# AB 2449 - TELECONFERENCE ACCESSIBILITY FOR PUBLIC MEETINGS

AB 2449 relaxes traditional Brown Act requirements regarding teleconference accessibility by removing the need to publish the remote meeting location on the agenda and make it accessible to the public. However, AB 2449 imposes several additional requirements related to public meetings administration allowing teleconference accessibility, <u>all</u> of which must be met, and are summarized below:

- Remote Public Participation the City shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comments in real time by providing one of the options listed below for remote public participation, for which a notice must be given:
  - ✓ A two-way audiovisual platform; or
  - ✓ A two-way telephonic service and a live webcasting of the meeting.

The City would utilize the Zoom Webinar platform for "a two-way telephonic service and a live webcasting of the meeting" to facilitate remote public attendance and participation access if teleconference accessibility is to be effectuated; teleconference accessibility procedures will be noticed on the published agenda and the City's website, and will only be initiated in the event teleconference accessibility is triggered, and if so, this will be announced during the public meeting before deliberations are initiated.

Quorum of the Legislative Body at the Physical Meeting Location – at least a
quorum of the members of the legislative body must participate at a singular
physical meeting location, which is listed on the published agenda, located in the

local agency's jurisdiction and open to the public for in person attendance and participation.

- <u>Public Disclosure for Members of the Legislative Body Participating via Teleconference</u> a member participating via teleconference shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individual.
- Remote Participation Requirements for Members of the Legislative Body the member shall participate through both audio and visual technology.
- Remote Participation Allowances for Members of the Legislative Body remote participation for members of the legislative body is allowed only if one of the following circumstances applies:
  - ✓ Just Cause is defined as any of the following:
    - ➤ A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely (as defined in Gov. Code § 12945.2);
    - A contagious illness that prevents a member from attending in person;
    - A need related to a physical or mental disability (as defined in Gov. Code §§ 12926 and 12926.1);
    - Travel while on official business of the legislative body or another state or local agency.
  - ✓ Emergency Circumstances is defined as a physical or family medical emergency that prevents a member from attending in person.
- <u>Remote Participation Limits</u> the following participation limits apply for each type of circumstance:
  - ✓ Teleconference Participation (overall) no member of the legislative body shall participate in meetings by teleconference from a remote location for a period of more than three (3) consecutive months or 20% of the regular meetings for the local agency within a calendar year;
    - ➤ Or more than two (2) meetings if the legislative body regularly meets fewer than 10 times per calendar year.
  - ✓ *Just Cause* this clause shall not be used by any member of the legislative body for more than two (2) meetings per calendar year.

- Remote Participation Requests the following steps are required for a member to request and receive approval to participate remotely:
  - ✓ Notify the legislative body, the City Manager, and the City Clerk, at the earliest opportunity possible – this can be accomplished via email or phone;
  - ✓ Separate requests shall be made for each meeting in which a member seeks to participate remotely;
  - ✓ Include a general description of the circumstances relating to the member's need to appear remotely;
  - ✓ The legislative body may take action at the earliest opportunity; if the request
    does not allow sufficient time to place the proposed action on the posted
    agenda for the meeting for which the request is made, the legislative body may
    take action at the beginning of the meeting (in accordance with Gov. Code
    § 54954.2)

The requirements under AB 2449, as outlined above for the City Council, apply for conducting public meetings via teleconference accessibility for City boards, commissions, and committees, in the event such is triggered, if a member of a board, commission, or committee requests to attend and participate remotely due to "just cause" or "emergency circumstances," as defined, and only if such request is approved.



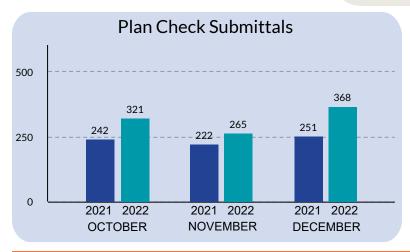
# DESIGN & DEVELOPMENT DEPARTMENT QUARTERLY REPORT & ANNUAL REVIEW

# 4th Quarter (October - December 2022)

THE DESIGN AND DEVELOPMENT DEPARTMENT CONSISTS OF THREE DIVISIONS: BUILDING, THE HUB, AND PLANNING.

# BUILDING

The Building Division administers and issues all residential and commercial building permit applications, reviews plans (plan checks), and conducts on-site building inspections for compliance with the La Quinta Municipal Code and California Building Standards Code.

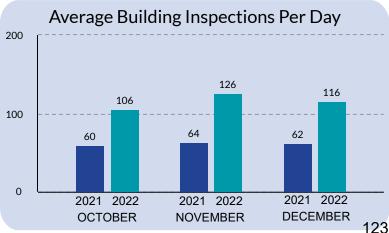




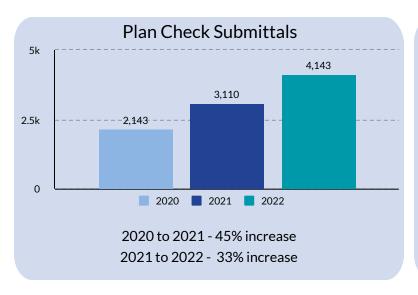


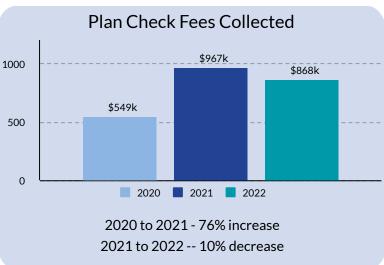


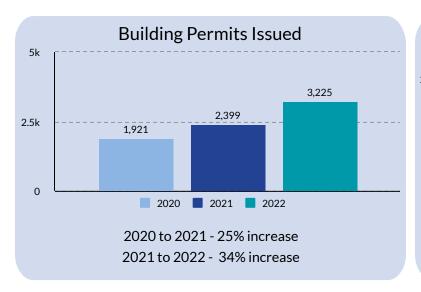




# Annual Building Statistics 2020, 2021, and 2022 Comparison

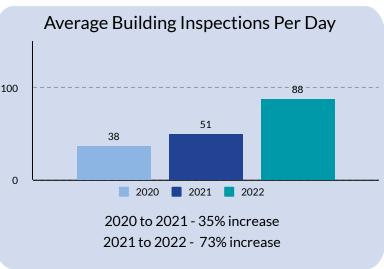






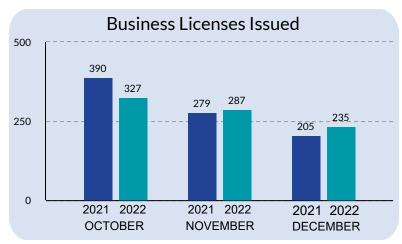


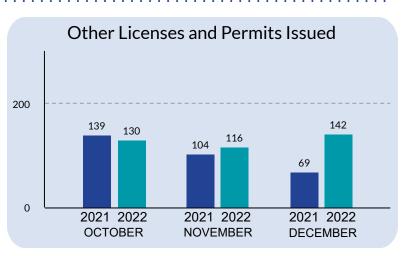


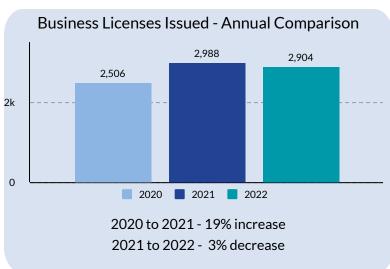


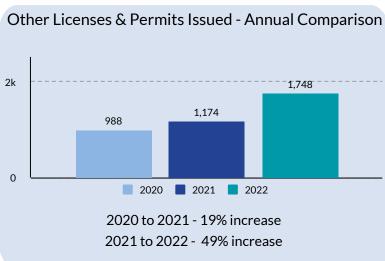


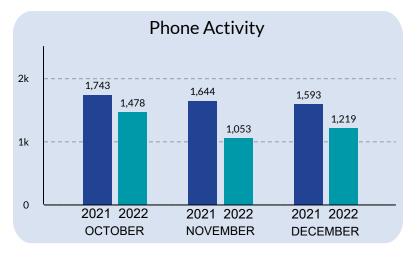
The Hub serves as a one-stop permit center. It is the central location for obtaining permits for planning, building, engineering, business licenses, and special events. The Hub also issues licenses and permits for items such as garage sales, home occupations, HVAC/windows/waterheater/utility change outs, pool drains, and re-roofs.













# **PLANNING**

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The Planning Division administers the zoning and development standards and works with residential and commercial developers, architects, builders, and businesses to ensure that development is consistent with the La Quinta Zoning Code and General Plan. Planning staff coordinates with the Planning Commission, which primary function is to develop and maintain the City's General Plan, consider development applications, as well as to serve as an advisory body to the City Council.

# Permits

Includes signs, temporary use, minor use, and landscaping plans.

# **Projects**

Includes zoning changes, tract maps, site developments, and parcel maps.





# **Planning Approvals**

# Planning Staff -

- Special Event Permit for 3 events at 46485 Cameo Palms Drive from 2022 to 2023
- Special Event Permit including a ferris wheel at La Quinta Resort
- Special Event Permit for the Alpha Win Triathlon
- Temporary Sales Office located for Point Happy Development at the southwest corner of Highway 111 and Washington Street
- Special Event Permit for the La Quinta Historical Society at 58300 Almonte Drive
- Final Landscape Plans for Diamante residential subdivision at north of Avenue 52 and east of Jefferson Street
- Modification By Applicant for interior and exterior remodel at 79705 Highway 111
- Final Landscape Plans to approve typical front yard landscaping for Bella at Piazza Serena
- Special Event Permit at the Civic Center park for the La Quinta Art Celebration Event
- Modification By Applicant for the painting of buildings at Point Happy commercial development at the northwest corner of Washington Street and Highway 111
- Minor Adjustment of height for a single-family home at 54095 Avenida Villa
- Special Event Permit for Ironman 70.3
- Temporary Christmas Tree Lot for Lowes at 78865 Highway 111

# Planning Commission ------

- General Plan consistency for a street vacation of 691 sq. ft. portion of Avenida Bermudas and Avenida La Fonda
- · Rooftop wireless telecommunication facility with associated equipment on an existing building at Caleo Bay
- · Wireless telecommunication monopalm within PGA West property
- Tentative Tract Map for 392 residential lots, 1 commercial lot, a potential Fire Station, and a potential IID Substation within the Schumacher Specific Plan area
- General Plan consistency for purchase of 5.2 acres at the northeast corner of Highway 111 and Dune Palms Road
- Temporary wireless telecommunication monopole and subsequent permanent wireless telecommunication monopalm located the La Quinta Resort property

In 2022, there were a total of 80 Staff Level permits issued and 19 projects for review/approval by the Planning Commission.

# 2022 Highlights

# **Special Events**



La Quinta Art Celebration returned for the signature event and an event Encore featuring a unique selection of world-class art from over 200 artists.

# Ironman 70.3 The world-class triathlon brought thousands of athletes, spectators, and families to La Quinta. The event requires coordination between many City Departments including Community Resources, Public Works, Code Enforcement, Traffic Operations, and Design and Development.

# Residential Development

In 2022, 521 building permits were issued for the construction of new single-family homes - a 94% increase from 2021

In 2022, 242 building permits were issued for home remodels/additions in 2022 - a 14% decrease from 2021





# New Businesses in La Quinta

Arroyo's Cafe - 78015 Main St

Art Major - 78309 Highway 111

Crumbl - 46480 Washington St

El Patio - 78370 Highway 111

Jamba Juice - 79070 Highway 111

Michelle's Denim & Swim - 46600 Washington St

Slice Italia - 46660 Washington St

Sub Rosa Apothecary - 78370 Highway 111

WDC Kitchen & Bath - 78740 Highway 111

Yes Please - 78065 Main St



# Public Works/Engineering Quarterly Report

# October 1, 2022 - December 31, 2022

The Public Works Department consists of six divisions: Engineering, Capital Improvement Projects (CIP), Parks, Lighting & Landscape, Traffic, Facilities, and Public Works Street Maintenance.

**Engineering Services** 

Provides engineering design, construction oversight, and traffic support on a variety of infrastructure projects that help keep La Quinta safe and beautiful. Here are some activities for October, November, and December 2022:

# **CIP PROJECTS - IN DESIGN**

La Quinta Landscape Improvements

Cactus Flower Development

Design is underway on the last phase 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.

# **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 - COMPLETE**

# JEFFERSON STREET AT HIGHWAY 111

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

#### DECEMBER 2022 - COMPLETE

# 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.











#### MAY 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 cove and. Village areas will be completed in May/June 2023

#### JULY-SEPT 2023 PENDING COUNCIL APPROVAL

#### HIGHWAY 111 PAVEMENT REHABILITATION

In Summer 2023, rehabilitation of Highway III between Washington Street and Jefferson Street will be completed.

#### FALL 2023

# DUNE PALMS ROAD PAVEMENT REHABILITATION

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

# **CIP PROJECTS - IN PROGRESS**

# Dune Palms Road Bridge



The contractor is prepping for construction after the groundbreaking on January 30, 2023 and has started mobilizing. The project is expected to take 2 years to complete.



# **CIP PROJECTS - COMPLETED**

# X Park Landscaping



Landscape and irrigation has been installed at the newly constructed X park, located at the southeast corner of Dune Palms Road and Westward Ho Drive.



Moon River
Drive
Rehabilitation



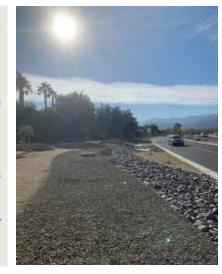
The pavement has been pulverized on Moon River Drive from Avenue 50 to 800 feet north of Avenue 50.



Jefferson
Street and
Avenue 53
Roundabout



A roundabout at the intersection of Jefferson Street, SilverRock Way and Hideaway entrance has been constructed. As well as drainage, landscape, striping, and lighting enhancements, CVWD utility adjustments, and slurry seal from Avenue 54 to Avenue 52.



# **Public Works Development**

Engineering assistance and project review during October, November, and December 2022:

# **Project Reviews Completed**

#### Percentage Change From Last Year 2022 2021 **PERIOD** 34 71 52% ▼ October 33 44% ▼ 59 November **December** 21% ▼ 52 66 Year to Date 625 718 13% ▼

# **Permits Issued**

PERIOD	2022	2021	Percentage Change From Last Year		
October	10	15	33% ▼		
November	10	13	23% ▼		
December	18	12	33% ▲		
Year to Date	168	173	3% ▼		

# **Traffic**

The traffic operations team completed 140 citizen request work orders, 22 preventative maintenance work orders, and 8 emergency on call work orders.

- Banners for the American Express Golf Tournament installed throughout the City.
- Technology integration continues in the Traffic Operations Center.
- The Traffic Operation Center was successfully used during the Ironman 70.3 on December 4th.
- Coachella Valley Sync project is anticipated to finish in March of 2023.



# Parks and Lighting & Landscape Click Here to Return to Agenda Click Here to Return to Agenda

New waste and recycle containers were installed at the X-Park.



Floral metal art was installed at the planters in the courtyard at City Hall.





Landscape restoration along the Bear Creek Trail and the Fred Wolff Preserve was completed.

New fencing was installed by the pump station at the SilverRock Event Park.





New planter pots and flowers were installed at the Village Streets.

Holiday lights were installed at the City Center Campus.



# **Facilities**

The facilities team completed the Library water main repair and is completing the City Hall north parking lot paint refresh.

174 work orders, including but not limited to: HVAC maintenance, graffiti removal, park vandalism, facilities maintenance, and personnel requests. Additionally, the team set up for the following events: X-Park grand opening, LQ Art Celebration, Veteran's Day Celebration, LQ Museum Casita Lighting, and Citywide holiday decorations.









# **Public Works Street Maintenance**

# 216 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



















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# COMMUNITY SERVICES COMMISSION MINUTES MONDAY, SEPTEMBER 12, 2022

# **CALL TO ORDER**

A regular meeting of the Community Services Commission (Commission) was called to order by Chair Biondi at 4:02 p.m.

PRESENT: Chair Biondi, Commissioner Blakeley, Commissioner Gordon,

Commissioner La Greca, Commissioner Shelton

ABSENT: None

STAFF PRESENT: Community Resources Manager Calderon and Community Services Commission Secretary Calderon

# **PLEDGE OF ALLEGIANCE**

Commissioner La Greca led the audience in the Pledge of Allegiance.

# **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA** - None

# <u>ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS</u> – None

# **CONFIRMATION OF AGENDA** – Confirmed

# **CONSENT CALENDAR**

# 1. APPROVE JUNE 13, 2022 MEETING MINUTES

Commissioner Shelton asked staff to revise the June 13, 2022, minutes, to reflect that she abstained from the first vote only on Business Session Item No. 1 regarding the Commission's recommendations to Council on the Pillars of the Community recepients; the submitted minutes state that the motion passed unanimously, which is incorrect.

<u>MOTION</u> – A motion was made and seconded by Commissioners La Greca/Blakeley to approve the June 13, 2022 minutes, as amended, as noted above. Motion passed unanimously.

# **BUSINESS SESSION**

# 1. APPOINT MEMBERS OF THE COMMUNITY SERVICES COMMISSION TO SERVE AS CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2022/23

The Commission waived presentation of the staff report, which is on file in the Community Resources Department.

Staff noted that there is no limits to the number of times members of the Commission may serve as Chair or Vice-Chair.

<u>MOTION</u> – A motion was made and seconded by Commissioners Blakeley/Gordon to have Chair Biondi continue her appointment and serve as Chair for fiscal year 2022/23. Motion passed unanimously.

<u>MOTION</u> – A motion was made by Commissioners Biondi/Gordon to have Vice-Chair Blakeley continue her appointment and serve as Vice-Chair for fiscal year 2022/23. Motion passed unanimously.

# 2. RECOMMEND ACCEPTANCE OF ART DONATION

Community Resources Secretary Calderon presented the staff report, which is on file in the Community Resources Department.

The Commission discussed incentives for art donations; the artist Jack Zejac's desire to have his art piece featured in a public place within the community; possible locations in La Quinta to display the art piece, the need to put a platform in place before the piece can be displayed, and associated costs with building the platform and available funding sources.

<u>MOTION</u> – A motion was made and seconded by Commissioners Blakeley/La Greca to recommend Council acceptance of an art donation consisting of a bronze sculpture by Jack Zajac to be included in the City's Art in Public Places collection. Motion passed unanimously.

# 3. RECOMMEND ART PIECE CONCEPTS TO COMMEMORATE THE CITY'S 40TH ANNIVERSARY

Community Services Secretary Calderon presented the staff report, which is on file in the Community Resources Department.

The Commission discussed the high-quality of all proposals received and their individual preferences of the proposals in ranking order; expressed general

consensus that the proposal by Artists Jason and Nicole McQuaid featuring 40 cactus spikes, in honor of the City's 40<sup>th</sup> anniversary, stood out amongst the rest of the proposals; and noted that if McQuaids' piece is selected, the plaque should include language that explains the significance of the 40 spikes.

<u>MOTION</u> – A motion was made and seconded by Commissioners Blakeley/Gordon to recommend to the City Council consideration of art pieces to commemorate the City's 40<sup>th</sup> anniversary in the following order:

- 1) First choice proposal submitted by Artists Jason and Nicole McQuaid,
- 2) Second choice proposal submitted by Artist Aileen Frick, and
- 3) Third choice proposal submitted by Artist Erin Hanson. Motion passed unanimously.

## STUDY SESSION

# COMMISSION ATTENDANCE AT CITY EVENTS AND PROGRAMS, AND EVENT LINEUP FOR FISCAL YEAR 2022/23

Community Services Manager Calderon presented the staff report, which is on file in the Community Resources Department.

The Commisison discussed their availability to attend the events presented by staff, which included the Civic Center Art Purchase Committees during the March and November La Quinta Art Celebrations, Tree Lighting Ceremony, Easter Egg Hunt, and City Picnic.

The Commission reached a consensus for the Commissioners listed below to represent the Commission as follows:

- Civic Center Art Purchase Committee La Quinta Art Celebration (November 2022) – Commissioners Gordon and Shelton
- Civic Center Art Purchase Committee La Quinta Art Celebration (March 2023) – Commissioners La Greca and Chair Biondi
- City Picnic All Commissioners
- Tree Lighting Ceremony All Commissioners
- Easter Egg Hunt Pending Commissioner Availibility

# 2. DISCUSS PILLARS OF THE COMMUNITY AND DISTINGUISHED ARTISTS AND ATHLETES PROGRAMS' REVISIONS

Community Services Secretary Calderon presented the staff report, which is on file in the Community Resources Department; the Subcommittee, comprised of Chair Biondi and Commissioner Gordon, as consented by the Commission at the June 13, 2022, quarterly meeting, provided an overview

of the subcommittee's findings and recommendations, which were included in the staff report.

The Commission discussed the Subcommittee's recommendations, in particular to discontinue the existing Distinguished Artists/Athletes awards, however, artists and athletes can be nominated as recipients for the new award categories being recommended; separate the Pillars of the Community Award, which is administered by the City, from the Senior Inspiration Award (SIA), which is administered by Riverside County, and no longer have the SIA recipient automatically become a Pillars of the Community recipient; create a new Junior Inspiration Award, as suggested by Council at their June 1, 2022, regular meeting, and create a new Community Services Award; possible confusion between the Senior and Junior Inspiration Awards, the motivation is to provide an opportunity and create a pipeline for younger people to be recognized for their contributions to the community; the proposed revisions to the award programs are intended to broaden the pool of eligible recipients, and in particular the Community Services Award gives the City the ability to recognize a diverse group of individuals for their community contributions without being subjected to age-restrictrive accomplishments; creating a pool of people in the community – teachers, local business owners, etc. who can be the Commission's partners in executing and delivering on these awards; consider revising the qualification criteria to not require that a nominated recipient is a La Quinta resident if he/she/they have contributed to the La Quinta community, their efforts should be recognized, regardless of residence; evolution of qualifying criteria for the SIA over the years in order to allow a larger pool of people to be eligible for nominations; requesting that a member of the City Council be appointed to join the Commission's Subcommittee to help provide guidance and direction; and consider renaming the "Junior" Inspiration Award to "Youth" Inspiration Award.

The Commission reached a consensus and directed staff to take the Subcommittee's recommendation for Council consideration and request that a member of the Council be appointed to join the Commission's Subcommittee.

# **DEPARTMENTAL REPORTS**

Staff provided verbal updates on the following items:

## 1. COMMISSIONER TOURS UPDATE

The Commissioners' tours scheduled for September 2022, have been postponed until December 2022. The tours will be led by City staff and showcase City facilities, parks, and amenities.

# 2. EVENTS UPDATES

Staff reviewed the following upcoming City events:

- October 15, 2022 at 5:30 p.m. Concerts in the Park featuring The Beatunes, a Beatles tribute band
- October 22, 2022 at 11 a.m. X-Park Grand Opening
- November 11, 2022 at 9 a.m. Veterans Recognition Ceremony
- November 12, 2022 at 9 a.m. El Gato Classic at the X-Park
- November 19, 2022 at 5:30 p.m. Concerts in the Park featuring Fake Matthews Band
- December 2, 2022 at 6 p.m. Tree Lighting Ceremony

# 3. RENOVATION OF LA QUINTA PARK SPLASH PAD

Public Works recently published a Request for Proposals for renovating the splash pad at La Quinta Park. The proposals will be reviewed by staff and the best contenders will be brought to the Commission for consideration during a special meeting, expected to be held in September 2022.

# **COMMISSIONER'S ITEMS**

Chair Biondi inquired about the updated Art in Public Places, Bike Trails, and Hiking Trails pocket maps. The maps were distributed to the Commission and are also available on the City website.

Vice-Chair Blakeley inquired about staffing levels within the Community Resources Department. Staff explained that while the Community Resources Director position is currently vacant, all other positions are filled and staff continue to move forward with projects as planned.

Chair Biondi reminded the Commissioners about the Fritz Burns Park enhancements survey that is currently available on the City website. The survey seeks to gather input regarding amenities and enhancements the community would like to see at Fritz Burns Park.

Commissioner Shelton commented on the changes that have been made to the City website. Staff explained that the website was updated to make it easier to navigate, however staff is open to feedback from the Commission on ways to make the website more user friendly.

Commissioners La Greca and Gordon commented on the lack of bike racks at City parks and facilities. A consensus was made to discuss expanding the bike rack locations during a future Commission meeting. Staff will connect with the Economic Development Department to discuss incentives for local businesses and property owners to install bike racks.

Commissioner La Greca inquired about a possible art donation from artist Janice Osborne. Staff will reach out to the artist to get more information and may bring the art dontation to the Commission for consideration during a future Commission meeting.

# <u>ADJOURNMENT</u>

There being no further business, a motion was made and seconded by Commissioners Gordon/Blakeley to adjourn the meeting at 5:07 p.m. Motion passes unanimously.

Respectfully submitted,

MICHAEL CALDERON,

Community Services Commission Secretary

City of La Quinta, California



# PLANNING COMMISSION MINUTES TUESDAY, DECEMBER 13, 2022

# **CALL TO ORDER**

A regular meeting of the La Quinta Planning Commission was called to order at 5:00 p.m. by Chairperson Currie.

PRESENT: Commissioners Caldwell, Hassett, McCune, Nieto, Tyerman,

and Chairperson Currie

ABSENT: None

VACANCY: One

STAFF PRESENT: Design & Development Director Danny Castro, Planning

Manager Cheri L. Flores, Senior Planner Carlos Flores, Associate Planner Siji Fernandez, Commission Secretary

Tania Flores, Deputy City Attorney Jessica Sanders

# PLEDGE OF ALLEGIANCE

Commissioner Caldwell led the audience in the Pledge of Allegiance.

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

# **CONFIRMATION OF AGENDA**

<u>MOTION</u> – A motion was made and seconded by Commissioners Caldwell/Hassett to confirm the agenda as published. Motion passed: ayes – 6, noes – 0, abstain – 0, absent – 0, vacancy – 1.

# ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATION

# 1. CVAG OVERHEAD CHANGEABLE MESSAGE TRAFFIC SIGNS

City Traffic Management Analyst Kris Gunterson, also serving as Committee Member on the Coachella Valley Association of Governments (CVAG) CV Sync TSM&O (Technology, Systems, Maintenance, and Operations), gave a brief presentation on proposed CVAG Changeable Message Signs (Signs) including

background, proposed Signs site locations, photos of current installations, and renderings of Signs at proposed sites.

Commission discussion followed regarding types of messages on Signs and entity to control messaging; Sign mounting and pole design selection; alternative and future tentative site selection and approval process; visibility from surrounding residential communities and predicted use times; site locations in surrounding cities; need for Signs within the community and data analysis to show improvement in traffic conditions with implementation; cost of installation and maintenance; and safety and wind loading for poles and mounting.

# **CONSENT CALENDAR**

- 1. APPROVE MEETING MINUTES DATED NOVEMBER 8, 2022
- 2. ADOPT A RESOLUTION FINDING THE PROPOSED PURCHASE BETWEEN THE HOUSING AUTHORITY AND BP DUNE PALMS, LP, BY GENERAL PARTNER BLACKPOINT PROPERTIES, LLC, FOR CERTAIN PROPERTY COMPRISING APPROXIMATELY 5.2 ACRES LOCATED ON THE NORTHEAST CORNER OF HIGHWAY 111 AND DUNE PALMS ROAD (APN 600-030-018) CONSISTENT WITH THE GENERAL PLAN. CEQA: THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15061 (b)(3) COMMON SENSE EXEMPTION

<u>MOTION</u> – A motion was made and seconded by Commissioners Caldwell/Hassett to approve the Consent Calendar as recommended, with item No. 2 adopting Planning Commission Resolution No. 2022-026. Motion passed: ayes – 6, noes – 0, abstain – 0, absent – 0, vacancy – 1.

**BUSINESS SESSION** - None.

**STUDY SESSION** – None.

# **PUBLIC HEARINGS**

1. CONTINUED FROM NOVEMBER 8, 2022: ADOPT A RESOLUTION APPROVING A MODIFICATION BY APPLICANT (MBA 2022-0004) AND CONDITIONAL USE PERMIT (CUP 2022-0003) AMENDMENT TO ALLOW FOR A NEW 2,129 SQUARE FOOT TOOL RENTAL CENTER ADDITION, A NEW 1,104 SQUARE FOOT FENCE ENCLOSURE AND MODIFICATIONS TO THE OUTDOOR DISPLAYS AND SALES AREA AT AN EXISTING HOME DEPOT. CEQA: THE

# PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15301 (e)(1) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, EXISTING FACILITIES. LOCATION: 79900 HIGHWAY 111

# <u>DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT</u> - None.

Associate Planner Fernandez presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding the equipment and truck rental (Rental) areas and the proposed shielding from Highway 111; possible alternate locations for Rental areas; any traffic analysis conducted; Americans with Disabilities Act (ADA) requirements, and striping compliance; alternative screening options including use of a wall or fence; and previous amendments and approvals to the site and possible future additions or modifications.

# CHAIRPERSON CURRIE NOTED <u>THE PUBLIC HEARING REMAINED OPEN FROM THE NOVEMBER 8, 2022, MEETING.</u>

<u>PUBLIC SPEAKER</u>: Scott Mommer, President of Lars Anderson and Associates and Site Development Coordinator for Home Depot and this project, introduced himself and provided additional information on choice of shielding and justification of location of Rental areas. Applicant and staff answered questions regarding height of shielding versus height of Rentals to be located in this area and the line-of-sight view from Highway 111; quantity and description of Rentals to be located in this area; and location options for Rental areas.

# CHAIRPERSON CURRIE DECLARED THE PUBLIC HEARING CLOSED AT 6:17 P.M.

Commission discussion followed regarding shielding and use of alternative sites and surplus parking for Rental areas.

# CHAIRPERSON CURRIE DECLARED THE PUBLIC HEARING RE-OPEN AT 6:24 P.M.

Applicant requested the Commission add additional Conditions of Approval regarding the location of the Rental areas as an alternative to denial to allow the project to move forward due to community need for these services.

Staff advised the Commission of the process required for denial including the need to continue this item to allow Staff time to prepare denial findings and such continuance could also allow the applicant additional time to prepare a

revised site plan with alternative locations for Rental areas based on Commission comments.

CHAIRPERSON CURRIE DECLARED THE PUBLIC HEARING CLOSED AT 6:31 P.M.

A motion was made by Commissioner Hassett to continue this item to a date certain of January 24, 2023 and there was a consensus of the Commission.

CHAIRPERSON CURRIE DECLARED THE PUBLIC HEARING RE-OPEN AT 6:32 P.M.

MOTION – A motion was made and seconded by Commissioners Hassett/Chairperson Currie to continue the Public Hearing for Modification By Applicant 2022-0004 and Conditional Use Permit 2022-0003 to a date certain of January 24, 2023. Motion passed: ayes – 6, noes – 0, abstain – 0, absent – 0, vacancy – 1.

2. ADOPT RESOLUTIONS APPROVING CONDITIONAL USE PERMITS FOR A 75' FOOT TALL TEMPORARY TELECOMMUNICATION MONOPOLE WITH **ASSOCIATED EOUIPMENT ENCLOSURE** (CUP2022-0011) AND ADOPT A RESOLUTION APPROVING A 75' FOOT TALL PERMANENT TELECOMMUNICATION MONOPALM AND **ASSOCIATED EQUIPMENT ENCLOSURE (CUP2022-0010) WITHIN** THE LA QUINTA RESORT PROPERTY; CEQA: THE PROJECT IS **EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT** PURSUANT TO SECTION 15303, NEW CONSTRUCTION OR **CONVERSION OF SMALL STRUCTURES; LOCATION: 49499 EISENHOWER DRIVE** 

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT - None.

Senior Planner Flores presented the staff report which is on file in the Design and Development Department.

Staff answered questions regarding community outreach, public comment and feedback received, and timeline for justification of a temporary monopole.

CHAIRPERSON CURRIE DECLARED THE **PUBLIC HEARING OPEN** AT 6:49 P.M.

<u>PUBLIC SPEAKER</u>: Applicant John Heffernan with AT&T External Affairs, introduced himself and provided a brief background on the project and parties of interest.

<u>PUBLIC SPEAKER</u>: Applicant Brett Smirl of Coastal Business Group, representing AT&T Wireless, introduced himself and provided additional

background on the project. Mr. Smirl answered Commission questions regarding the agreement with the site landowner and location selection; expected changes to the service area and first responder access; landscape selection and use; and timeline and phasing of the temporary and permanent facilities.

CHAIRPERSON CURRIE DECLARED THE PUBLIC HEARING CLOSED AT 6:57 P.M.

Commission expressed a consensus to approve the project.

<u>MOTION</u> – A motion was made and seconded by Commissioners Caldwell/Nieto to adopt Planning Commission Resolution No. 2022-0027 to approve CUP2022-0010 (permanent monopalm) and determine that the project is exempt from California Environmental Quality Act, pursuant to Section 15303, New Construction or Conversion of Small Structures, as recommended:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF A PERMANENT WIRELESS TELECOMMUNICATION MONOPALM FACILITY WITHIN THE LA QUINTA RESORT AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

CASE NUMBER: CONDITIONAL USE PERMIT 2022-0010

APPLICANT: COASTAL BUSINESS GROUP

Motion passed: ayes - 6, noes - 0, abstain - 0, absent - 0, vacancy - 1.

<u>MOTION</u> – A motion was made and seconded by Commissioners Hassett/Caldwell to adopt Planning Commission Resolution No. 2022-0028 to approve CUP2022-0011 (temporary monopole) and determine that the project is exempt from California Environmental Quality Act, pursuant to Section 15303, New Construction or Conversion of Small Structures, as recommended:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF A TEMPORARY WIRELESS TELECOMMUNICATION FACILITY WITHIN THE LA QUINTA RESORT AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

CASE NUMBER: CONDITIONAL USE PERMIT 2022-0011

APPLICANT: COASTAL BUSINESS GROUP

Motion passed: ayes - 6, noes - 0, abstain - 0, absent - 0, vacancy - 1.

# STAFF ITEMS

Director Castro reminded the Commission and public of the current open recruitment for the vacant Planning Commission seat which will close on January 5, 2023, and advised any interested parties to contact the Design and Development Department; the annual Community Workshop is tentatively scheduled for Wednesday, February 15, 2023, from 5:00 p.m. to 7:00 p.m., to be held at the La Quinta Wellness Center.

# **COMMISSIONER ITEMS** – None.

# **ADJOURNMENT**

There being no further business, a motion was made and seconded by Commissioners Hassett/Chairperson Currie to adjourn at 7:03 p.m. Motion passed: ayes - 6, noes - 0, abstain - 0, absent - 0, vacancy - 1.

Respectfully submitted,

TANIA FLORES, Commission Secretary

City of La Quinta, California