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# HOUSING AUTHORITY AGENDA

CITY HALL COUNCIL CHAMBER  
78495 Calle Tampico La Quinta

**SPECIAL MEETING**  
**TUESDAY, JUNE 6, 2023 AT 4 P.M. (or thereafter)**

\*\*\*\*\*

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

## **CALL TO ORDER**

ROLL CALL: Authority Members: Evans, Fitzpatrick, McGarrey, Sanchez, and Chairperson Peña

## **VERBAL ANNOUNCEMENT – AB 23 [AUTHORITY SECRETARY]**

## **PUBLIC COMMENTS - INSTRUCTIONS**

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

WRITTEN PUBLIC COMMENTS can be provided either in-person during the meeting by submitting 15 copies to the City Clerk, it is requested that this takes place prior to the beginning of the meeting; or can be emailed in advance to [CityClerkMail@LaQuintaCA.gov](mailto:CityClerkMail@LaQuintaCA.gov), no later than 12:00 p.m., on the day of the meeting. Written public comments will be distributed to Housing Authority, 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 Chairperson, a brief summary of public comments is asked to be reported.

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

**VERBAL PUBLIC COMMENTS** can be provided in-person during the meeting by completing a “Request to Speak” form and submitting it to the City Clerk; it is requested that this takes place prior to the beginning of the meeting. Please limit your comments to three (3) minutes (or approximately 350 words). Members of the public shall be called upon to speak by the Chairperson.

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 Chairperson.

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 Housing Authority, 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 Chairperson.

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.*].

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

At this time, members of the public may address the Housing Authority on any matter not listed on the agenda pursuant to the “Public Comments – Instructions” listed above. The Housing Authority 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)].

### **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 Housing Authority 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.*

**CONFIRMATION OF AGENDA**

**CONSENT CALENDAR**

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

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| 1. APPROVE SPECIAL HOUSING AUTHORITY MEETING MINUTES OF MAY 16, 2023   | 5                  |
| 2. ADOPT RESOLUTION TO APPROVE AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE LA QUINTA HOUSING AUTHORITY AND DEAN FAMILY TRUST FOR VACANT PARCEL LOCATED AT 52155 AVENIDA VILLA; ASSESSOR’S PARCEL NUMBER 773-233-019 [RESOLUTION NO. HA 2023-002] | 9                  |

**STUDY SESSION**

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| 1. DISCUSS FISCAL YEAR 2023/24 PROPOSED HOUSING AUTHORITY BUDGET | 43                 |

**HOUSING AUTHORITY MEMBERS’ ITEMS**

**ADJOURNMENT**

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The next regular quarterly meeting of the Housing Authority will be held on July 18, 2023, at 4:00 p.m. in the City Council Chamber, 78495 Calle Tampico, La Quinta, CA 92253.

**DECLARATION OF POSTING**

I, Monika Radeva, Authority Secretary of the La Quinta Housing Authority, do hereby declare that the foregoing agenda for the La Quinta Housing Authority was posted on the City’s website, near the entrance to the Council Chamber at 78495 Calle Tampico, and the bulletin board at the La Quinta Cove Post Office at 51321 Avenida Bermudas, on June 2, 2023.

DATED: June 2, 2023



MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority

### **Public Notices**

- Agenda packet materials are available for public inspection: 1) at the Clerk's Office at La Quinta City Hall, located at 78495 Calle Tampico, La Quinta, California 92253; and 2) on the City's website at <https://www.laquintaca.gov/business/city-council/housing-authority-agendas/>, in accordance with the Brown Act [Government Code § 54957.5; AB 2647 (Stats. 2022, Ch. 971)].
- 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 Housing Authority during a Housing Authority 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 Chair; the City will facilitate the ability for a member of the public to be audible to the Housing Authority and general public and allow him/her/them to speak on the item(s) requested. **Please note – members of the public must unmute themselves when prompted upon being recognized by the Chairperson, in order to become audible to the Housing Authority and the public.**

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

**ZOOM LINK:** <https://us06web.zoom.us/j/82540879912>  
**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 [CityClerkMail@LaQuintaCA.gov](mailto:CityClerkMail@LaQuintaCA.gov) any time prior to the adjournment of the meeting, and will be distributed to the Housing Authority, made public, incorporated into the public record of the meeting, and will not be read during the meeting unless, upon the request of the Chairperson, a brief summary of any public comment is asked to be read, to the extent the City Clerk's Office can accommodate such request.



**HOUSING AUTHORITY**  
**SPECIAL MEETING**  
**MINUTES**  
**TUESDAY, MAY 16, 2023**

**CALL TO ORDER**

A special meeting of the La Quinta Housing Authority (Authority) was called to order at 3:04 p.m. by Chairperson Sanchez.

PRESENT: Authority Members: Evans, Fitzpatrick, McGarrey, Peña, and Chairperson Sanchez

ABSENT: None

**VERBAL ANNOUNCEMENT – AB 23** was made by Authority Secretary Radeva.

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

**CONFIRMATION OF AGENDA** – Confirmed

**CLOSED SESSION**

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR VACANT PROPERTY LOCATED AT SOUTHEAST SECTION OF AVENIDA VILLA AND CALLE SONORA; ASSESSOR PARCEL NUMBER 773-233-019  
HOUSING AUTHORITY NEGOTIATOR: JON MCMILLEN, EXECUTIVE DIRECTOR  
NEGOTIATING PARTY: DEAN FAMILY TRUST  
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT**

*THE AUTHORITY RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:06 P.M.*

*CHAIRPERSON SANCHEZ RECONVENED THE OPEN SESSION PORTION OF THE AUTHORITY MEETING AT 8:48 P.M. WITH ALL MEMBERS PRESENT*

**REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:**

Authority Counsel Ihrke said no actions were taken on Closed Session that require reporting pursuant to Government Code Section 54957.1 (Brown Act).

## **CONSENT CALENDAR**

### **1. APPROVE REGULAR QUARTERLY HOUSING AUTHORITY MINUTES OF JANUARY 17, 2023**

**MOTION** – A motion was made and seconded by Authority Members Evans/Fitzpatrick to approve the Consent Calendar as recommended. Motion passed unanimously.

## **BUSINESS SESSION**

### **1. APPOINT HOUSING AUTHORITY CHAIRPERSON AND VICE-CHAIRPERSON FOR CALENDAR YEAR 2023**

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

**MOTION** – A motion was made and seconded by Authority Members Evans/Fitzpatrick to appoint Housing Authority Members Peña and Fitzpatrick to serve as Chairperson and Vice-Chairperson, respectively, during calendar year 2023. Motion passed unanimously.

*NEWLY APPOINTED AUTHORITY CHAIR PEÑA ASSUMED PRESIDING OFFICER DUTIES FOR THE REMAINDER OF THE MEETING*

### **2. AUTHORIZE FUNDING TO PROVIDE ASSISTANCE TO AREA HOMELESS SERVICE PROVIDERS AND HOMELESS PREVENTION PARTNERS FOR FISCAL YEAR 2023/24**

Director of Business Unit and Housing Development Villalpando and Management Analyst Kinley presented the staff report, which is on file in the Clerk's Office.

Authority Members discussed the Point-in-Time Count of unhoused people in La Quinta totaling four (4) in 2023; Police response for loitering; details available on individual transients; and increasing the funding by adding \$50,000 from the General Fund.

Riverside County Sheriff's Department Lieutenant Andres Martinez answered Council's questions regarding transient protocols and process, and the number to report non-emergency matters for investigation is (760) 836 – 3215, Option 5.

**PRESENTER:** Darla Burkett, CEO and Kimberly McKinney, Grants Manager, with Coachella Valley Rescue Mission – said CVRM is full and struggling; provided a detailed overview of the services the organization offers; and thanked the Authority for its ongoing support.

**PRESENTER:** Erica Felci, Assistant Executive Director with Coachella Valley Association of Governments (CVAG), Housing First – thanked the Authority for its continued support.

The Authority reached a consensus to allocate an additional \$50,000 in funding from the General Fund, which combined with the \$250,000 Authority funding would provide \$100,000 funding allocation to each organization. Staff clarified that the \$50,000 funding allocation from the General Fund would be brought to Council for consideration at the June 6, 2023, Council meeting.

**MOTION** – A motion was made and seconded by Authority Members Evans/Fitzpatrick to authorize funding to assist local homeless prevention partners – Coachella Valley Rescue Mission (CVRM), Martha’s Village and Kitchen (MVK), and Coachella Valley Association of Governments, Housing First Program (CVAG) for fiscal year 2023/24 in the amount of \$250,000, as follows:

- A. \$83,333 to CVRM
- B. \$83,333 to MVK
- C. \$83,333 to CVAG

Motion passed unanimously.

## **STUDY SESSION**

### **1. DISCUSS AFFORDABLE HOUSING INVENTORY AND CURRENT AFFORDABLE HOUSING CONDITIONS**

Director of Business Unit and Housing Development Villalpando and Management Analyst Kinley presented the staff report, which is on file in the Clerk’s Office.

Authority Members discussed means to capture apartments being rented to low-income individuals/families; definition of Regional Housing Needs Allocation (RHNA) requirements; vacancy rates in La Quinta’s affordable housing; Lift-to-Rise, a non-profit organization, has not built any units, but assists with rental payments and utilities; workforce housing or entry-level housing terms should be used to describe affordable housing; criteria for State housing funds; criteria for auxiliary dwelling units (ADUs) to be included in the RHNA count; possibility of including existing low-income residents in RHNA count; possibility of the Authority offering reverse mortgages in exchange for future affordable housing deed restriction; levels of energy efficient building requirements often depend on the project financing sources; pros and cons of putting a deed restriction on a casita in order to include it in RHNA numbers; cost of relocating residents while new affordable housing is built or improved; modular units; location of affordable housing near schools, businesses, transportation and services is important; and combining affordable housing with mixed-use developments.

Authority Members directed staff to prepare a condensed version of the staff report presented to include the maps, images of existing affordable housing, and future requirements; explain the challenges; bring back options for further discussion; and refrain from using the term “affordable housing”, instead, use “workforce housing” or entry-level housing.”

### **HOUSING AUTHORITY MEMBERS' ITEMS** – None

**ADJOURNMENT**

There being no further business, it was moved and seconded by Authority Members Evans/McGarrey to adjourn at 10:03 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority



# City of La Quinta

HOUSING AUTHORITY SPECIAL MEETING: June 06, 2023

## STAFF REPORT

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**AGENDA TITLE:** ADOPT RESOLUTION TO APPROVE AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE LA QUINTA HOUSING AUTHORITY AND DEAN FAMILY TRUST FOR VACANT PARCEL LOCATED AT 52155 AVENIDA VILLA; ASSESSOR'S PARCEL NUMBER 773-233-019

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### RECOMMENDATION

Adopt a resolution to approve an Agreement for Purchase and Sale and Escrow Instructions between the La Quinta Housing Authority and Dean Family Trust, for vacant parcel located at 52155 Avenida Villa (APN 773-233-019) and authorize the Executive Director to make minor revisions and additions that do not substantively change the business terms and execute the agreement.

### EXECUTIVE SUMMARY

- The La Quinta Housing Authority (Authority) (Seller) proposes to dispose of a vacant parcel (Property) (Attachment 1). The price of the land is consistent with market rates and confirmed by a local real property appraiser.
- The Dean Family Trust, (Buyer) desires to acquire the subject property for expansion of their family home.
- The sale of the subject parcel would place the property back on the tax rolls and generate additional property tax revenue for the City.
- The vacant parcel, located at 52155 Avenida Villa (APN 773-233-019) will be sold at a price of \$120,000.

### FISCAL IMPACT

The proceeds of \$120,000, less escrow fees, would be deposited into the Sale of Other Assets for Housing Authority Account (241-9101-45000), which will be utilized for future low/moderate affordable housing development.

### BACKGROUND/ANALYSIS

In May 2023, the Buyer approached the Authority offering to acquire the Property.

The Buyer proposes to expand their residence and has agreed to keep the lot maintained per City Municipal Code standards until such a time that they are ready to construct.

The Buyer has agreed to the market value purchase price of \$120,000 and a 30-day escrow (Attachment 2). The proceeds from the disposition of the Property will go back into the Housing Authority account for Sale of Other Assets for future low/moderate affordable housing development.

**ALTERNATIVES:**

The Authority may elect to not approve the purchase and sale agreement.

Prepared by: Gil Villalpando, Director

Approved by: Jon McMillen, Executive Director

Attachments: 1. Property Map

2. Agreement for Purchase and Sale and Escrow Instructions

**RESOLUTION NO. HA 2023 – 002**

**A RESOLUTION OF THE LA QUINTA HOUSING AUTHORITY OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE LA QUINTA HOUSING AUTHORITY AND DEAN FAMILY TRUST, FOR CERTAIN VACANT PROPERTY IDENTIFIED AS ASSESSOR’S PARCEL NUMBER 773-233-019, LOCATED AT 52155 AVENIDA VILLA**

**WHEREAS**, Dean Family Trust, (“Buyer”) intends to purchase a vacant parcel identified as Assessor’s Parcel Number 773-233-019 (“Property”), and will maintain the Property in its “As-is” condition and agree to maintain the Property to City Municipal Code standards; and

**WHEREAS**, the La Quinta Housing Authority (the “Authority”) is a public body, corporate and politic, organized, and existing under the California Housing Authorities Law (California Health and Safety Code Section 34200 et seq.); and

**WHEREAS**, pursuant to California Health and Safety Code Section 34315, the Authority has the power to sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest in it; and

**WHEREAS**, the Authority determined through HA Resolution No. 2017–005, adopted on December 19, 2017, and direction provided at a special meeting on July 2, 2019, to sell the vacant parcels for market-rate housing and deposit the sale proceeds into the Low- and Moderate- Income Housing Fund; and

**WHEREAS**, there is an appraisal of the current fair market value of comparable properties indicating that the negotiated purchase price reflects the current fair market value thereof; and

**WHEREAS**, the Property may be disposed in compliance with the Surplus Land Act (Gov. Code, § 54220 et seq.) because the Property is less than 5,000 square feet in area, is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes, and is therefore “exempt surplus land”; and

**WHEREAS**, even if the Property were not exempt surplus land, a written notice of availability seeking offers for sale or lease of the Property for the purpose of developing low- or moderate-income housing had been sent to local public agencies as identified in the Act, and no response was received or recorded; and

Resolution No. HA 2023-002  
52155 Avenida Villa (APN: 773-233-019) – Agreement for Purchase and Sale and Escrow Instructions – Dean Family Trust  
Adopted: June 6, 2023  
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**WHEREAS**, the Authority now desires to authorize the Executive Director to authorize disposition of the Property for \$120,000; and

**WHEREAS**, the purchase and sale of the Property is subject to a Purchase and Sale Agreement, attached to the staff report for this Resolution, and on file with the City Clerk’s Office, and incorporated herein by reference; and

**WHEREAS**, this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq.*, hereafter the “State CEQA Guidelines”), and the City’s environmental guidelines; and

**WHEREAS**, pursuant to Section 15301 of the State CEQA Guidelines, the transfer of the Property is exempt from environmental review under CEQA because the transfer will result in a continuation of the existing use for development of single-family homes and is therefore exempt from environmental review; and

**WHEREAS**, all of the prerequisites with respect to the approval of this Resolution have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the La Quinta Housing Authority, as follows:

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The Authority hereby approves the Agreement for Purchase and Sale and Escrow Instructions, attached to the staff report for this Resolution and on file with the City Clerk’s Office. The Authority consents to the Authority’s Executive Director and Authority’s Legal Counsel making any final modifications to the Agreement that are consistent with the substantive terms of the Agreement approved hereby, and to thereafter sign the Agreement and transfer the property pursuant to a Grant Deed on behalf of the Authority.

**SECTION 3.** The Authority’s Executive Director is authorized to effectuate the conveyances described in Section 2, at such time as the conveyances is effectuated, and to take such other and further actions, and execute such other and further documents, as are necessary and proper in order to implement this Resolution on behalf of the Authority.

**SECTION 4.** The Authority Secretary shall certify to the adoption of this Resolution.

Resolution No. HA 2023-002  
52155 Avenida Villa (APN: 773-233-019) – Agreement for Purchase and Sale and Escrow Instructions – Dean Family Trust  
Adopted: June 6, 2023  
Page 3 of 3

**PASSED, APPROVED and ADOPTED** at a regular meeting of the La Quinta Housing Authority held this 6th day of June, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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JOHN PEÑA, Chairperson  
La Quinta Housing Authority, California

**ATTEST:**

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MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority, California

(AUTHORITY SEAL)

**APPROVED AS TO FORM:**

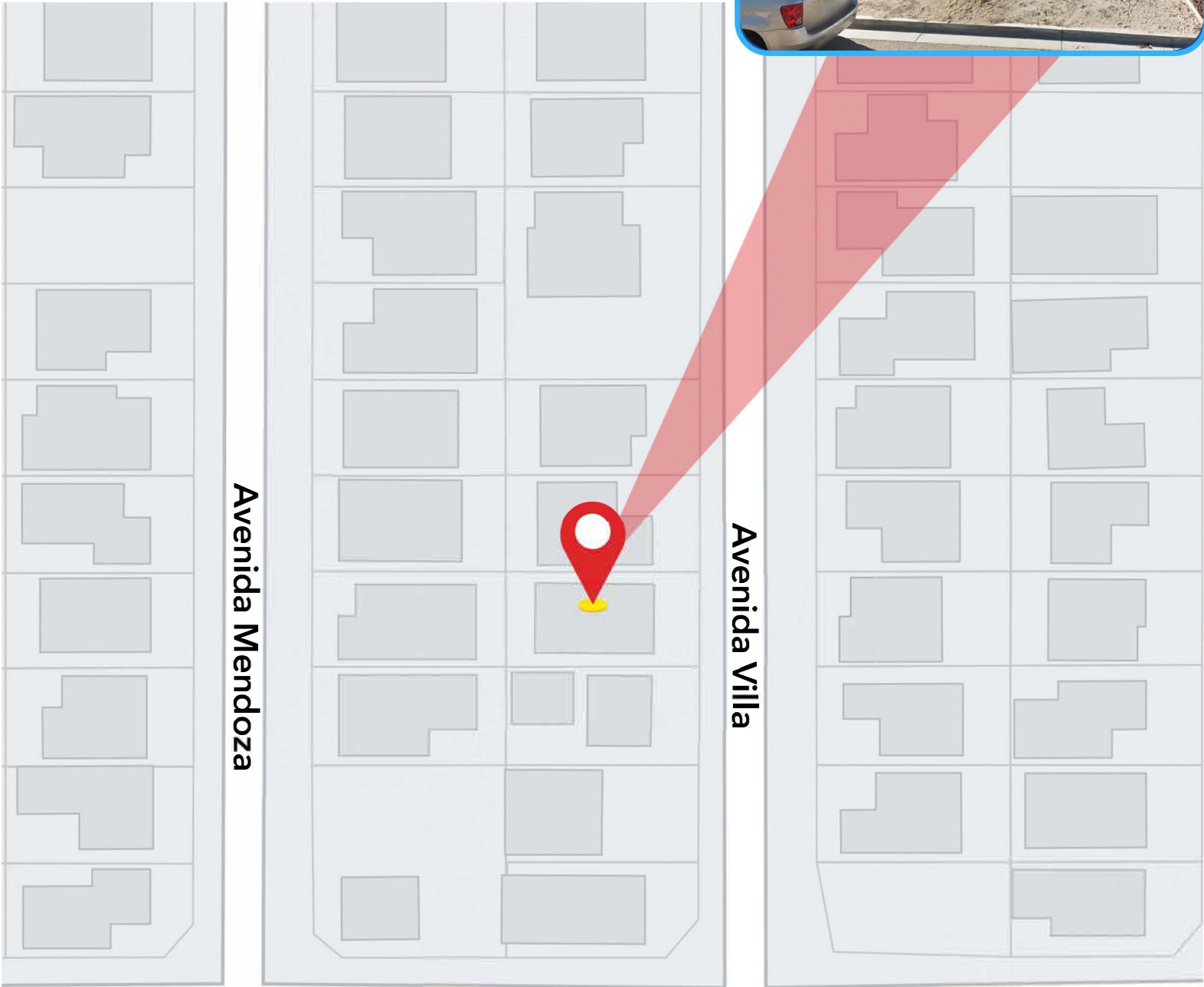
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WILLIAM H. IHRKE, Authority Counsel  
La Quinta Housing Authority, California

## Vicinity Map 52155 Avenida Villa

### Subject Property

APN: 773 233 019



Avenida Mendoza

Avenida Villa

Calle Sonora

Calle Sonora 14

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

This AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2023 (“**Effective Date**”), by and between LA QUINTA HOUSING AUTHORITY, a public body, corporate and politic (“**Seller**”), and DEAN FAMILY TRUST, a \_\_\_\_\_ (“**Buyer**”).

**R E C I T A L S:**

A. Seller is the owner of certain unimproved, vacant real property located at 52155 Avenida Villa, in the City of La Quinta, County of Riverside, State of California (APN: 773-233-019) (the “**Property**”). The Property is legally described in Exhibit “A”, which is attached hereto and incorporated herein by this reference.

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, on the terms and conditions set forth herein.

**A G R E E M E N T:**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual covenants herein contained, the parties hereto agree as follows:

1. **PURCHASE PRICE.**

1.1 **Amount.** Subject to the terms of this Agreement, Buyer hereby agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer, for the purchase price of One Hundred Fifteen Thousand Dollars (\$120,000) (the “**Purchase Price**”).

1.2 **Payment of Purchase Price.** The Purchase Price shall be paid in accordance with the following:

1.2.1 Within five (5) days after an “Opening of Escrow,” Buyer shall deposit with “Escrow Holder” (as those terms are defined in Section 3.1) in “Good Funds” (as used in this Agreement, the term “**Good Funds**” shall mean a confirmed wire transfer of immediately available funds, cashier’s or certified check drawn on or issued by the office of a financial institution located in Riverside County, or cash) (i) the sum of One Hundred Dollars (\$100) (the “**Independent Contract Consideration**”) as consideration for Seller’s execution and delivery of this Agreement and Buyer’s right to approve or disapprove any Buyer contingencies set forth in this Agreement with respect to the Property, and (ii) the sum of Eight Thousand Dollars (\$8,000) as an earnest money deposit (the “**Earnest Money Deposit**”).

In the event the “Escrow” (as that term is defined in Section 3.1) closes, the Independent Contract Consideration and the Earnest Money Deposit shall each be applicable towards the Purchase Price.

1.2.2 On or before 10:00 a.m. on the “Closing Date” (as that term is defined in Section 4.1), Buyer shall deposit with Escrow Holder in Good Funds the Purchase Price, less the Independent Contract Consideration and Earnest Money Deposit, and such additional funds as may be required to meet Buyer’s portion of the closing costs as hereinafter provided.

2. **DUE DILIGENCE**. As used herein, the term “**Due Diligence Period**” shall refer to the thirty (30) day period commencing upon the Effective Date. Unless Buyer terminates the Escrow and this Agreement prior to the expiration of the Due Diligence Period, then upon expiration of the Due Diligence Period, Escrow Holder shall release to Seller the Earnest Money Deposit; provided, however, that in the event the Escrow is terminated and fails to close as a result of Seller’s default of the terms hereof, Seller shall promptly return the Earnest Money Deposit to Escrow Holder, no later than five (5) business days after said termination, and Escrow Holder shall immediately release the Earnest Money Deposit to Buyer.

Buyer’s obligation to consummate the transactions contemplated by this Agreement is subject to and conditioned upon Buyer’s approval, deemed approval or waiver of the right to approve of the following contingencies set forth in this Section 2 (collectively, the “**Contingencies**”):

2.1 **Title/Survey**. Seller shall deliver to Buyer, within five (5) days after the Effective Date of this Agreement, a preliminary title report prepared by Stewart Title (the “**Title Company**”), dated not more than thirty (30) days earlier than the Effective Date describing the state of title of the Property together with copies of all underlying documents (collectively the “**Preliminary Title Report**”). Buyer may, at its sole cost and expense, obtain a current survey of the Property or any portion thereof (the “**Survey**”), provided it commences to do so within thirty (30) days after the Effective Date.

2.1.1 Notwithstanding anything herein to the contrary, Seller shall be obligated to remove all monetary encumbrances against the Property excluding non-delinquent real property taxes and assessments. Buyer shall notify Seller in writing of any objections Buyer may have to title exceptions contained in the Preliminary Title Report or matters shown on the Survey (if Buyer obtains) no later than the date which is fifteen (15) days after the later of (i) Buyer’s receipt of the Preliminary Title Report or (ii) Buyer’s receipt of the Survey (if Buyer obtains) (“**Buyer’s Objection Notice**”). Buyer’s approval or disapproval of the matters set forth in the Preliminary Title Report and the Survey (if Buyer obtains) may be granted or withheld in Buyer’s sole and absolute discretion. Buyer’s failure to provide Seller with a Buyer’s Objection Notice within said period shall constitute Buyer’s approval of all exceptions to title shown on the Preliminary Title Report and all matters shown on the Survey (if Buyer obtains). Seller shall have a period of fifteen (15) days after receipt of Buyer’s Objection Notice in which to deliver written notice to Buyer (“**Seller’s Notice**”) of Seller’s election to either (i) agree to remove



the objectionable items on the Preliminary Title Report and/or Survey (if Buyer obtains) prior to the "Close of Escrow" (as that term is defined in Section 4.1), or (ii) decline to remove any such title exceptions and/or Survey matters (if Buyer obtains) and terminate the Escrow and the obligations of Buyer and Seller to purchase and sell the Property under this Agreement, and upon such termination the Earnest Money Deposit shall be returned to Buyer. Seller's failure to provide Buyer with Seller's Notice within said period shall constitute Seller's election not to remove the objectionable items on the Preliminary Title Report and/or the Survey (if Buyer obtains). If Seller notifies Buyer of its election, or is deemed to have elected, to terminate rather than remove the objectionable items on the Preliminary Title Report and/or Survey (if Buyer obtains), Buyer shall have the right, by written notice delivered to Seller within five (5) days after Buyer's receipt of Seller's Notice or the date Seller is deemed to have elected to terminate, to agree to accept the Property subject to the objectionable items, in which event Seller's election to terminate shall be of no effect, and Buyer shall take title to the Property subject to such objectionable items without any adjustment to or credit against the Purchase Price.

2.1.2 Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, including any survey exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement. The process set forth above for Buyer's review and Seller's response shall apply to any review and response with respect to any amendment or supplement to the Preliminary Title Report, and the Close of Escrow shall be extended for such period as is necessary to allow for that review and response process to be completed.

2.2 Environmental Condition. Buyer shall have access to the Property, as described in this Section 2.2, in order to permit Buyer or its engineers, analysts, employees, agents, contractors, representatives, attorneys or advisors (collectively, the "**Buyer Representatives**") to investigate the Property.

2.2.1 During the Due Diligence Period, Seller shall permit Buyer and Buyer Representatives, at the sole cost and expense of Buyer, to conduct physical inspections of the Property, including the site work, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes, if any, and any other investigations as Buyer deems prudent with respect to the physical condition of the Property in order to determine the Property's suitability for Buyer's intended development; provided, however, that in no event shall Buyer conduct any intrusive testing procedures on the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld. Seller shall cooperate to assist Buyer in completing such inspections and special investigations at no cost or expense to Seller. Such inspections and investigations shall be conducted only upon no less than seventy-two (72) hours' prior written notice to Seller and shall be conducted at such times and in such a manner as to minimize any disruption to the Property. Seller shall have the right, but not the obligation, to accompany Buyer during such investigations and/or inspections.

2.2.2 As a condition to any such entry, Buyer shall (i) conduct all work or studies in a diligent, expeditious and safe manner and not allow any dangerous or

hazardous conditions to occur on the Property during or after such investigation; (ii) comply with all applicable laws and governmental regulations; (iii) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this paragraph; (iv) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the property in the amounts required by the State of California; (v) provide to Seller prior to initial entry a certificate of insurance evidencing that Buyer and/or the persons entering the Property has procured and has in effect an all-risk public liability insurance policy meeting the following requirements: (1) the insurance shall be written on a per occurrence and not claims-made basis; (2) the amount of insurance shall be a combined single limit of not less than Two Million Dollars (\$2,000,000) with a deductible or self-insured retention amount of not more than One Hundred Thousand Dollars (\$100,000); (3) the policy shall name or be endorsed to Seller and Seller's officers, officials, members, employees, agents, representatives, and volunteers (collectively, "**Seller & Seller Personnel**") as additional insureds; (4) the insurance shall not contain any special limitations on the scope of protection afforded to Seller & Seller Personnel; (5) the policy shall not be canceled by the insurer or Buyer unless there is a minimum of thirty (30) days prior written notice to Seller; (6) the insurer shall waive subrogation rights against the Seller & Seller Personnel; and (7) the insurance shall be primary insurance and not contributory with any insurance any of Seller & Seller Personnel may have; and (8) the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (vi) following Buyer's entry, repair any and all damage to the Property caused by such inspections or investigations in a timely manner.

2.2.3 Buyer shall promptly pay, and discharge all demands for payment relating to Buyer's entry on and investigation of the Property and take all other steps to avoid the assertion of claims of lien against the Property. In the event a claim of lien is recorded by reason of Buyer's entry on the Property, Buyer, within twenty (20) days of such recordation, shall either (i) record or deliver a surety bond sufficient to release such claim or lien in accordance with applicable law; or (ii) provide Seller with such other assurance as Seller may require for the payment of the claim or lien. Seller may elect to record and post notices of non-responsibility from time to time on and about the Property.

2.2.4 Prior to expiration of the Due Diligence Period, Buyer shall notify Seller in writing (i) of Buyer's election to terminate the Escrow and this Agreement, if Buyer disapproves of the physical or environmental conditions of the Property and, as a result, does not wish to proceed with purchasing the Property ("**Buyer's Property Termination Notice**"), or (ii) of any objections Buyer may have (the "**Disapproved Property Matters**") to any physical or environmental conditions of the Property ("**Buyer's Property Objection Notice**"). Buyer's approval or disapproval of the physical and environmental conditions of the Property may be granted or withheld in Buyer's sole and absolute discretion. In the event Buyer terminates this Agreement pursuant to this Section, Buyer and Seller shall be relieved of all further liability under this Agreement, except for Buyer's indemnification obligations set forth in this Agreement and any other obligations that expressly survive termination of this Agreement, and except that Seller shall be entitled to the Independent Contract Consideration (but not the Earnest Money

Deposit, which shall be returned to Buyer). Buyer's failure to provide Seller with a Buyer's Property Termination Notice or a Buyer's Property Objection Notice prior to the expiration of the Due Diligence Period shall constitute Buyer's approval of the condition of the Property. If Buyer provides to Seller Buyer's Property Objection Notice, Seller shall have a period of fifteen (15) days after receipt of Buyer's Property Objection Notice in which to deliver written notice to Buyer ("**Seller's Response**") of Seller's election to either (i) agree to remove the Disapproved Property Matters prior to the Close of Escrow, or (ii) decline to remove the Disapproved Property Matters and terminate the Escrow and the obligations of Buyer and Seller to purchase and sell the Property under this Agreement. Seller's failure to provide Buyer with Seller's Response within said period shall constitute Seller's election not to remove the Disapproved Property Matters prior to the Close of Escrow. If Seller notifies Buyer of its election, or is deemed to have elected, to terminate rather than remove the Disapproved Property Matters, Buyer shall have the right, by written notice delivered to Seller within five (5) days after Buyer's receipt of Seller's Response or the date Seller is deemed to have elected to terminate, to agree to accept the Property subject to the Disapproved Property Matters, in which event Seller's election to terminate shall be of no effect, and Buyer shall take title subject to such Disapproved Property Matters without any adjustment to or credit against the Purchase Price.

### 3. ESCROW.

3.1 Opening of Escrow. Closing of the purchase and sale of the Northern Property shall take place through an escrow ("**Escrow**") to be established within two (2) business days after the execution of this Agreement by the parties hereto, with Stewart Title of California – Tamara Castro ("**Escrow Holder**") at its office located at 73020 El Paseo, Ste, 103, Palm Desert, CA 92260 [(760) 771-4645]. The opening of the Escrow (the "**Opening of Escrow**") shall be deemed to be the date that a fully executed copy of this Agreement is delivered to the Escrow Holder. Escrow Holder is instructed to notify Buyer and Seller in writing of the date of the Opening of Escrow.

3.2 Escrow Instructions. This Agreement, once deposited in Escrow, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder. Additionally, if Escrow Holder so requires, Buyer and Seller agree to execute the form of escrow instructions that Escrow Holder customarily requires in real property escrows administered by it. In the event of any conflict or inconsistency between Escrow Holder's standard instructions and the provisions of this Agreement, the provisions of this Agreement shall supersede and be controlling.

### 4. CLOSE OF ESCROW.

4.1 Close of Escrow; Outside Closing Date. Provided that all of the conditions of this Agreement precedent to the "Close of Escrow" (as hereinafter defined) have been satisfied (or waived by the appropriate party) prior to or on the "Outside Closing Date," (as hereinafter defined) the closing for the sale and purchase of the Property shall take place on the date which is thirty (30) days after the date on which all of "Buyer's Conditions to Closing" and all of "Seller's Conditions to Closing" (as those terms are defined in Section 8) have been satisfied (or waived by the appropriate party); provided, however,

in no event shall the closing occur, if at all, later than ninety (90) days after the Effective Date (“**Outside Closing Date**”). The terms “**Close of Escrow**” and the “**Closing Date**” are used herein to mean the time Seller’s grant deed conveying fee title to the Property to Buyer is recorded in the Official Records of the Office of the County Recorder of Riverside (“**Official Records**”). If the Escrow is not in a condition to close by the Outside Closing Date, either party not then in default hereunder may, upon five (5) days advance written notice to the other party and Escrow Holder, elect to terminate this Agreement and the Escrow. No such termination shall release either party then in default from liability for such default. If neither party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible.

4.2 Recordation; Release of Funds and Documents.

4.2.1 Escrow Holder is directed, on the Closing Date, to record in the Official Records, the following documents in the order listed: (i) a grant deed substantially in the form attached hereto and incorporated herein as Exhibit "B" transferring title to the Property to Buyer (“**Grant Deed**”); and (ii) such other and further documents as may be directed jointly by Buyer and Seller.

4.2.2 Upon the Closing Date, Escrow Holder shall deliver (i) the Purchase Price, less any of Seller’s closing costs, to Seller, and (ii) conformed copies of all recorded documents to both Buyer and Seller.

4.3 Escrow Cancellation Charges. If the Escrow does not close due to a default by one of the parties, the defaulting party shall bear all “Escrow Cancellation Charges” (as that term is defined below). If the Close of Escrow does not occur for any reason other than the default of a party, then Buyer and Seller shall each pay fifty percent (50%) of any Escrow Cancellation Charges. As used herein, “**Escrow Cancellation Charges**” means all fees, charges and expenses incurred by Escrow Holder or third parties engaged by Escrow Holder, as well as all expenses related to the services of the Title Company in connection with the issuance of the Preliminary Title Report and other title matters.

5. DELIVERY OF DOCUMENTS REQUIRED FROM BUYER AND SELLER.

5.1 Buyer’s Obligations. Buyer agrees that on or before 10:00 a.m. of the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

(a) the Purchase Price, less the Independent Contract Consideration and Earnest Money Deposit;

(b) any and all additional funds, instruments or other documents required from Buyer (executed and acknowledged where appropriate) as may be reasonably necessary in order for the Escrow Holder to comply with the terms of this Agreement.

5.2 Seller's Obligations. Seller agrees that on or before 10:00 a.m. of the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder each of the following:

- (a) the executed and acknowledged Grant Deed;
- (b) a Certificate of Non-Foreign Status (the "**Non-Foreign Affidavit**") executed and acknowledged by Seller in the form attached hereto as Exhibit "C"; and
- (c) all other funds, items, and instruments required from Seller (executed and acknowledged where appropriate) as may be reasonably necessary in order for Escrow Holder to comply with the provisions of this Agreement.

6. TITLE INSURANCE POLICY.

6.1 Title Policy. At the Closing Date for a Phase, the Title Company, as insurer, shall issue a CLTA extended coverage owner's policy of title insurance (the "**Title Policy**"), in favor of Buyer, as insured, with liability in the amount of the Purchase Price, subject to the following:

- (a) non-delinquent real property taxes and assessments;
- (b) title exceptions approved or deemed approved by Buyer pursuant to Section 2.1 above;
- (c) title exceptions, if any, resulting from Buyer's entry onto the Property pursuant to the provisions of Section 2.2 above;
- (d) any other exceptions approved by Buyer; and
- (e) the standard printed conditions and exceptions contained in an ALTA standard coverage owner's policy of title insurance regularly issued by the Title Company.

6.2 Payment for Title Policy. Seller shall be responsible to pay for the costs of a standard ALTA owner's policy of title insurance. Buyer shall be responsible for all other costs for the Title Policy, including, without limitation, the additional costs for an extended ALTA owner's policy of title insurance, plus any title endorsements requested by Buyer. Buyer shall also pay for the ALTA survey, if applicable.

7. REAL PROPERTY TAXES. Buyer acknowledges that due to Seller's status as a public entity, during the pendency of Seller's ownership, the Property has been exempt from the payment of property taxes and assessments. After the Closing, Buyer shall be responsible for paying for all property taxes or assessments assessed against the Property for any period after the Closing.

8. CONDITIONS PRECEDENT TO CLOSING.

8.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement to purchase the Property and close the Escrow shall be subject to the satisfaction or signed written waiver by Buyer of each and all of the following conditions precedent (collectively "**Buyer's Conditions to Closing**"):

(a) Buyer shall have approved the condition of the title to the Property, in accordance with Section 2.1 hereof;

(b) Buyer shall have approved the condition of the Property, in accordance with Section 2.2 hereof;

(c) on the Closing Date, the Title Company shall be irrevocably committed to issue the Title Policy pursuant to Section 6 above insuring fee title to the Property as being vested in Buyer;

(d) Escrow Holder holds all instruments and funds required for the Close of Escrow and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement;

(e) except as otherwise permitted by this Agreement, all representations and warranties by the Seller in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Seller pursuant to this Agreement shall have been fulfilled by the Closing Date;

(f) Seller is not in material default of any term or condition of this Agreement.

In the event that any of Buyer's Conditions to Closing are not satisfied, or waived in a writing signed by Buyer, prior to the expiration of the applicable period for satisfaction or waiver, Buyer may terminate this Agreement. In the event of such termination, neither party shall thereafter have any obligations to, or rights against, the other under this Agreement, except for any obligations that expressly survive the termination of this Agreement.

8.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the satisfaction or signed written waiver by Seller of each and all of the following conditions precedent ("**Seller's Conditions to Closing**"):

(a) Escrow Holder holds the Purchase Price and all other instruments and funds required for the Closing and will deliver to Seller the instruments and funds, including but not limited to the Purchase Price (less Seller's closing costs), accruing to Seller pursuant to this Agreement;

(b) Buyer shall have obtained all approvals and permits required to develop the Property, including, without limitation, building permits;

(c) except as otherwise permitted by this Agreement, all representations and warranties by the Buyer in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Buyer pursuant to this Agreement shall have been fulfilled by the Closing Date;

(d) there shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the Buyer that would materially and adversely affect Buyer's ability to unconditionally perform its obligations under this Agreement; and

(e) Buyer shall have delivered the funds required hereunder and all of the documents to be executed by Buyer set forth in Section 5.1 and shall not be in default under this Agreement.

In the event that any of Seller's Conditions to Closing are not satisfied, or waived in a writing signed by Seller, prior to the expiration of the applicable period for satisfaction or waiver, Seller may terminate this Agreement. In the event of such termination, neither party shall thereafter have any obligations to, or rights against, the other under this Agreement, except for any obligations that expressly survive the termination of this Agreement.

9. POSSESSION. Possession of the Property shall be delivered by Seller to Buyer on the Closing Date.

10. ALLOCATION OF COSTS.

10.1 Buyer's Costs. Buyer shall pay the following costs in connection with the Closing:

(a) fifty percent (50%) of Escrow Holder's escrow fee;

(b) Buyer's own attorney's fees incurred in connection with this Agreement and the transactions contemplated hereby;

(c) All additional costs for an extended ALTA owner's policy of title insurance, plus any title endorsements requested by Buyer.

10.2 Seller's Costs. Seller shall pay the following costs in connection with the Closing:

(a) fifty percent (50%) of the Escrow Holder's escrow fee;

(b) Seller's own attorney's fees in connection with this Agreement and the transactions contemplated hereby;

(c) Any documentary transfer taxes associated with the conveyance;

- (d) All of the charges, if any, for recording the Grant Deed, if any; and
- (e) All of the costs for a standard ALTA owner's policy of title insurance.

## 11. REPRESENTATIONS AND WARRANTIES.

11.1 Buyer's Representations, Warranties and Covenants. Buyer hereby makes the following representations and warranties to Seller, each of which is true in all respects as of the date hereof and shall be true in all respects on the Closing Date:

11.1.1 Buyer is duly organized and existing.

11.1.2 Buyer has the legal power, right, and authority to execute, deliver and perform Buyer's obligations under this Agreement and the documents executed and delivered by Buyer pursuant hereto.

11.1.3 All requisite action (corporate, trust, partnership, or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent is required which has not been obtained to permit Buyer to enter into this Agreement and consummate the transaction hereby.

11.1.4 The entering into this Agreement does not violate any provision of any other agreement to which Buyer is bound.

11.2 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the date hereof and shall be true in all respects on the Closing Date:

11.2.1 Seller is duly organized and existing.

11.2.2 Seller has the legal power, right, and authority to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

11.2.3 All requisite action has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent is required which has not been obtained to permit Seller to enter into this Agreement and consummate the transactions contemplated hereby.

11.2.4 To Seller's actual knowledge, the entering into this Agreement does not violate any provision of any other agreement to which Seller is bound.

11.2.5 To Seller's actual knowledge, there is no pending or threatened litigation, lawsuit or administrative proceeding which would adversely affect the Property.



11.2.6 To Seller's actual knowledge, there are no contracts or leases affecting the Property and no agreements entered into, by or under Seller which shall survive the Close of Escrow.

11.2.7 Seller has no actual knowledge of the presence of any Hazardous Materials on the Property, or any portion thereof, and Seller has not been advised or notified by any third parties, prior owners of the Property, or any federal, state or local governmental agency, of the presence of any Hazardous Materials on the Property.

Throughout this Agreement, terms such as "to Seller's actual knowledge," "Seller has no actual knowledge," or like phrases mean the actual present and conscious awareness or knowledge, without a duty to inquire or investigate, of the Executive Director of the La Quinta Housing Authority.

In the event Seller becomes aware of a change in circumstance during the term of the Escrow which would cause any of the representations or warranties of Seller under this Section 11 to be untrue, Seller shall advise Buyer of such change in circumstance in writing within five (5) business days from Seller's discovery thereof. Buyer shall then have ten (10) business days from receipt of such notice from Seller to deliver written notice to Seller of Buyer's election to either (i) terminate this Agreement, or (ii) waive objection to such change in circumstance and to accept title to the Property subject to such change in circumstance. Buyer's failure to notify Seller in writing within said ten (10) business day period shall conclusively be deemed Buyer's election to waive objection to such change in circumstance and to proceed to close the Escrow subject to such change in circumstance.

It is understood and agreed that with the exception of the limited representations expressly set forth in this Section 11, Seller has not at any time made and is not now making, and Seller specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, or any improvements thereon, including, but not limited to, warranties or representations as to (a) matters of title, (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the existence or lack thereof of "Hazardous Materials" (as defined below) in, on, under or in the vicinity of the Property, or migrating to or from the Property, either in soil, vapors or surface water or groundwater, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) the permitted uses and restrictions on uses on the Property, (k) usages of adjoining property, (l) access

to the Property or any portion thereof, (m) the value, compliance with any applicable plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (n) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (o) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (p) the merchantability of the Property or fitness of the Property for any particular purpose, (q) tax consequences, or (r) any other matter or thing with respect to the Property.

Buyer acknowledges and agrees that Seller is selling and conveying to Buyer, the Property, "AS IS, WHERE IS, WITH ALL FAULTS," and that with the exception of the limited representations expressly set forth in this Section 11 Buyer has not relied on and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto, made or furnished by Seller or any real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate, and that Buyer is relying solely on its own expertise and that of Buyer's consultants and representatives in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely solely upon the same. By failing to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct all such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or removal or remediation action to be taken with respect to any Hazardous Materials in, on, within or migrating to or from the Property, and that Buyer will rely solely upon the same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto. Upon Closing, Buyer shall assume the risk with respect to the Property, that adverse matters, including, but not limited to, adverse physical or construction defects, or adverse environmental or health and safety conditions, may not have been revealed by Buyer's inspections, assessments, investigations, and/or testing.

BUYER'S INITIALS: \_\_\_\_\_

Buyer hereby acknowledges that it will have had full opportunity to investigate, assess, test, and inspect the Property during the Due Diligence Period, and during such period, to observe the physical and environmental characteristics and existing conditions, including but not limited to, the opportunity to conduct such investigation, assessment, testing, monitoring and study on and of the Property and of adjacent areas, as Buyer deems necessary, in accordance with law. Buyer, therefore, individually and collectively, for itself and its members, partners, officers, directors, employees, agents, successors,

assigns, and all entities related to any of the foregoing, and on behalf of all persons claiming any interest in the Property or this Agreement, including but not limited to any and all future owners, lessees, and/or operators, of the Property and their successors, hereby expressly waives, releases, discharges and forever relinquishes any and all claims, rights of action, causes of action, rights and/or remedies Buyer has or hereafter may have, whether known or unknown, fixed or contingent, against Seller and Seller Personnel or any of them (a) regarding any matters affecting the Property and any condition of the Property whatsoever; and (b) regarding: (i) the existence or potential existence of any Hazardous Materials in, on, under, within or migrating to or from the Property, either in soil, vapor, surface water or groundwater, and (ii) any violations or alleged violations of any "Environmental Laws" (as defined below) regarding the Property.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BUYER ACKNOWLEDGES AND AGREES THAT IT MAY HEREAFTER DISCOVER FACTS OR LAW DIFFERENT FROM OR IN ADDITION TO THOSE WHICH IT NOW BELIEVES TO BE TRUE WITH RESPECT TO THE RELEASE OF CLAIMS. BUYER ACKNOWLEDGES AND AGREES THAT THE RELEASE IT IS PROVIDING SHALL REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING SUCH DIFFERENT OR ADDITIONAL FACTS OR LAW OR ANY PARTIES' DISCOVERY THEREOF. BUYER SHALL NOT BE ENTITLED TO ANY RELIEF IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR ANY RIGHT OR CLAIM TO SET ASIDE OR RESCIND THIS AGREEMENT.

BY INITIALING BELOW, BUYER HEREBY WAIVES AND RELEASES ANY AND ALL RIGHTS PROVIDED UNDER THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR OR RELATED STATUTES THERETO, IN CONNECTION WITH THESE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

BUYER'S INITIALS: \_\_\_\_\_

Buyer acknowledges and agrees that the disclaimers, waivers and releases along with the other agreements set forth in this section 11, are all an integral part of this Agreement, and Seller would not have agreed to enter into this Agreement without such terms, and that all such terms shall survive the Close of Escrow.

As used in this Agreement, the term “**Hazardous Material(s)**” includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “biohazardous waste,” “pollutant,” “toxic pollutant,” “contaminant,” “restricted hazardous waste,” “infectious waste,” “toxic substance,” or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) any material, substance or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local governmental authority, any agency of the State of California or any agency of the United States Government, (c) asbestos, and asbestos containing material, (d) oil, petroleum, petroleum based products and petroleum additives and derived substances, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) mold, fungi, viruses or bacterial matter, and (j) lead-based paint.

As used in this Agreement, the term “**Environmental Laws**” means any and all federal, state and local laws, statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the following statutes and their underlying regulations, as they have been amended from time to time, and the following referenced common laws: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13000 et seq.), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65 – Cal. Health & Safety Code § 25249.5 et seq.), the California Hazardous Waste Control Law (Cal. Health & Safety Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health and Safety Code, Section 25300 et seq.), the California Underground Storage of Hazardous Substances Laws

(Chapter 6.7 of Division 20 of the Cal. Health and Safety Code, §25280 et seq.) and the California common laws of nuisance, trespass, waste and ultra-hazardous activity.

12. CONDEMNATION. In the event that, prior to the Close of Escrow, any governmental entity shall commence any proceedings of or leading to eminent domain or similar type proceedings to take all or any portion of the Property, Buyer and Seller shall promptly meet and confer in good faith to evaluate the effect of such action on the purposes of this Agreement and following such meeting either Buyer or Seller may terminate this Agreement.

13. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within fifteen (15) business days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said fifteen (15) business day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage. Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

14. WAIVER OF DAMAGES; SPECIFIC PERFORMANCE. In the event a party defaults under this Agreement, the non-defaulting party's sole and exclusive remedy will be for specific performance of this Agreement. EACH PARTY HEREBY WAIVES ANY RIGHT TO PURSUE DAMAGES RESULTING FROM A DEFAULT OR BREACH OF THIS AGREEMENT, AND IN NO EVENT SHALL THE DEFAULTING PARTY BE LIABLE FOR DAMAGES FOR A DEFAULT OR BREACH OF DEFAULTING PARTY'S OBLIGATION UNDER THIS AGREEMENT, ALL OF WHICH RIGHTS ARE HEREBY WAIVED AND RELINQUISHED BY THE NON-DEFAULTING PARTY. The parties agree that the foregoing limitation on their respective remedies and measure of damages is reasonable under all of the circumstances of this Agreement and is a material consideration for the parties entering into this Agreement. The parties further agree that the foregoing limitation shall not apply to the Earnest Money Deposit, which Seller shall retain in the event this Agreement is terminated as a result of a default by Buyer.

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

15. MISCELLANEOUS.

15.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns. Neither party to this Agreement may assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent and

approval of the other party, which consent, and approval may be withheld in the sole and absolute discretion of such other party, and any assignment made in violation of this Section 15.1 shall be null and void. With the exception of the express rights of the City under this Agreement, no provision of this Agreement is intended nor shall in any way be construed to benefit any party not a signatory hereto or to create a third-party beneficiary relationship.

15.2 Choice of Laws. This Agreement shall be governed by the internal laws of the State of California and any question arising hereunder shall be construed or determined according to such law without regard to conflict of law principles. Service of process on Buyer shall be made in accordance with California law. Service of process on Seller shall be made in any manner permitted by California law and shall be effective whether served inside or outside California.

15.3 Attorney's Fees. In the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions to this Agreement or an Escrow or otherwise in connection with the Property, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including without limitation its expert witness fees and reasonable attorney's fees.

15.4 Notices. All notices under this Agreement shall be effective (i) upon personal delivery, (ii) upon delivery by reputable overnight courier that provides a receipt with the date and time of delivery, or (iii) three (3) business days after deposit in the United States mail, registered or certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To Buyer:	Dean Family Trust 3426 Madera Ave Los Angeles, CA 90039 Phone No.: 323-428-2173
To Seller:	La Quinta Housing Authority 78495 Calle Tampico La Quinta, California 92253 Phone No.: 760-777-7030 Attention: Executive Director
Copy to:	Rutan & Tucker, LLP 18575 Jamboree Road, 9 <sup>th</sup> Floor Irvine, CA 92612 Phone No.: (714) 641-5100 Attention: William H. Ihrke, Esq.

15.5 Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.

15.6 Headings. The headings at the beginning of each numbered Section of this Agreement are solely for the convenience of the parties hereto and are not a part of this Agreement.

15.7 Nonliability of Seller Officials. No officer, official, member, employee, agent, or representative of Seller shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

15.8 Gender; Number. As used in this Agreement, masculine, feminine, and neuter gender and the singular or plural number shall be deemed to include the others wherever and whenever the context so dictates.

15.9 Survival. This Agreement and all covenants to be performed after the Closing Date, and, except as otherwise set forth herein, all representations and warranties contained herein, shall survive the Closing Date and shall remain a binding contract between the parties hereto.

15.10 Time of Essence. Time is of the essence of this Agreement and of each and every term and provision hereof, it being understood that the parties hereto have specifically negotiated the dates for the completion of each obligation herein.

15.11 Waiver. A waiver of a provision hereof shall be effective only if said waiver is in writing and signed by both Buyer and Seller. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any future breach or default unless expressly provided herein or in the waiver.

15.12 Broker's/Consulting Fees. Seller and Buyer represent and warrant to the other that neither Buyer nor Seller has employed any real estate broker to represent its interest in this transaction. Each party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any broker's commission in connection with the conveyance of the Property arising out of agreements by the indemnifying party to pay any commission.

15.13 No Withholding Because Non-Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a Certificate of Non-foreign Status on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the regulations promulgated thereunder and a California Form 593-C.

15.14 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be of equal legal force and effect.

15.15 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid

or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons, entities, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.16 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

- Exhibit "A" Legal Description of Property
- Exhibit "B" Form of Grant Deed
- Exhibit "C" Certificate of Non-Foreign Status

15.17 Covenants of Seller. Seller agrees that during the period between the Effective Date of this Agreement and the Closing Date:

- (a) Seller shall maintain the Property in not less than the state of repair as that existing on the Effective Date (excepting ordinary wear and tear;
- (b) Seller shall not convey, grant, lease, rent, license, assign, mortgage, hypothecate, encumber, or otherwise transfer (on or off record) the Property or any interest therein;
- (c) Seller shall not alter the physical condition of the Property or introduce or release, or permit the introduction or release, of any Hazardous Material in, from, under, or on the Property;
- (d) Prior to the Closing Date, Seller shall maintain Seller's existing insurance on the Property.

15.18 Covenant Against Discrimination. Buyer covenants that in its performance of this Agreement it shall not discriminate against any person or group of persons on account of any impermissible classification including but not limited to race, color, creed, gender, sexual orientation, age, religion, marital status, national origin, or ancestry.

15.19 Entire Agreement; Amendment. Except as set forth above, this Agreement and the exhibits incorporated herein contain the entire agreement of Buyer and Seller with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, Buyer and Seller each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

“Seller”

**LA QUINTA HOUSING AUTHORITY,**  
a public body, corporate and politic

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Name: Jon McMillen  
Its: Executive Director

ATTEST:

\_\_\_\_\_  
Monika Radeva , Secretary

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

By: \_\_\_\_\_  
William H. Ihrke, Authority Counsel

“Buyer”

**DEAN FAMILY TRUST**  
a \_\_\_\_\_

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Dean Family Trust

Stewart Title of California – Tamara Castro, at its office located at 73020 El Paseo, Ste, 103, Palm Desert, CA 92260 [(760) 771-4645], agrees to act as “Escrow Holder” in accordance with the terms of this Agreement that are applicable to it.

**STEWART TITLE OF CALIFORNIA**

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Name: Tamara Castro, Escrow Officer

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

LOT 8 BLK 94 MB 018/075 SANTA CARMELITA VALE LA QUINTA UNIT 11 Lot  
8 Block 94

Subdivision Name SANTA CARMELITA VALE LA QUINTA UNIT 11  
Township/Range T6SR6E SEC 12 NE

**EXHIBIT "B"**  
**FORM OF GRANT DEED**

[SEE FOLLOWING PAGES]

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Dean Family Trust  
3426 Madera Ave  
Los Angeles, CA 90039

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
(Exempt from Recordation Fee per Gov. Code § 27383)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LA QUINTA HOUSING AUTHORITY, a public body, corporate and politic (the "**Grantor**"), hereby grants to DEAN FAMILY TRUST, a \_\_\_\_\_, that certain real property ("**Property**") located in the City of La Quinta, County of Riverside, State of California, described in the legal description attached hereto as Attachment No. 1 and incorporated herein by this reference, subject to all matters of record.

"Grantor"

**LA QUINTA HOUSING AUTHORITY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Name: Jon McMillen  
Its: Executive Director

ATTEST:

\_\_\_\_\_  
Monika Radeva, Secretary

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

By: \_\_\_\_\_  
William H. Ihrke, Authority Counsel



ATTACHMENT NO. 1

**LEGAL DESCRIPTION OF PROPERTY**

EXHIBIT "C"

**CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest in the La Quinta Housing Authority, a public body, corporate and politic ("Seller"), the undersigned hereby certifies the following on behalf of the Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller's U.S. employer identification number is 953740431; and
3. Seller's office address is 78-495 Calle Tampico, La Quinta, California 92253.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete. I further declare that I have authority to sign this document on behalf of Seller.

"Seller"

**LA QUINTA HOUSING AUTHORITY,**  
a public body, corporate and politic

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Name: Jon McMillen  
Its: Executive Director

**AGREEMENT FOR PURCHASE AND SALE  
AND ESCROW INSTRUCTIONS**

**by and between**

**LA QUINTA HOUSING AUTHORITY**

**(“SELLER”)**

**and**

**DEAN FAMILY TRUST**

**(“BUYER”)**



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EXHIBIT “A”	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT “B”	FORM OF GRANT DEED
EXHIBIT “C”	CERTIFICATE OF NON-FOREIGN STATUS

# City of La Quinta

HOUSING AUTHORITY SPECIAL MEETING: June 6, 2023

## STAFF REPORT

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**AGENDA TITLE:** DISCUSS FISCAL YEAR 2023/24 PROPOSED HOUSING AUTHORITY BUDGET

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### RECOMMENDATION

Discuss fiscal year 2023/24 Housing Authority Budget.

### EXECUTIVE SUMMARY

- The proposed 2023/24 Housing Authority Budget is presented to the Authority for review.
- The proposed budget will be presented to the Housing Commission for review and approval on June 14, 2023.
- The proposed budget has a surplus of \$95,448 for the year.
- Final budget adoption is scheduled for June 20, 2023.

### FISCAL IMPACT

The preliminary Housing Authority budget projects revenues of \$2,154,915 (inclusive of the annual loan repayment of \$687,415) and expenditures of \$2,059,467, resulting in a surplus of \$95,448.

### BACKGROUND/ANALYSIS

Each Housing Fund section contains notes to explain changes from 2021/22 actuals, changes in 2022/23, and projections for 2023/24. The budget format is similar to the prior fiscal year and includes a fund balance summary and year to year comparison summary chart.

After review from the Housing Authority, Staff will provide an overview of the proposed budget to the Housing Commission on June 14, 2023 for final review and approval. The final budget will be adopted by the Housing Authority on June 20, 2023.

Attachment 1 provides a narrative of Housing Authority revenue and expenses including

the Successor Agency (former Redevelopment Agency) loan repayment to the Authority. Line item details for these revenues and expenses are located in Exhibit A of the Attachment.

### ALTERNATIVES

The Authority may recommend further adjustments to the budget. Per State law, the Authority must adopt a budget by June 30.

Prepared by: Claudia Martinez, Housing Authority Finance Director  
Approved by: Jon McMillen, Housing Authority Executive Director  
Attachment: 1. Fiscal Year 2023/24 Proposed Budget

**HOUSING AUTHORITY  
2023/24 PROPOSED BUDGET**



The Housing Authority budget provides resources for the evaluation of future affordable housing projects and programs, ongoing operational needs, and property maintenance, as well as legal and auditing services as required by the Authority.

The summary is designed to provide an overview of the Housing Authority Funds. Line item details for revenues and expenses are located in Exhibit A of the Attachment. A preliminary review of the proposed budget will be presented to the Housing Commission on June 14, 2023 and is scheduled for adoption on June 20, 2023.

The 2023/24 Authority budget has three active funds restricted to housing operations. Estimated Fund Balance, revenues, and expenditures for each fund are summarized below:

CITY OF LA QUINTA <u>ESTIMATED</u> ENDING FUND BALANCES					
FISCAL YEAR ENDING JUNE 30, 2023					
FUND #	FUND NAME	ESTIMATED AVAILABLE FUND BALANCE July 1, 2023	ESTIMATED REVENUES	ESTIMATED EXPENDITURES	ESTIMATED ENDING FUND BALANCE June 30, 2024
241	HOUSING AUTHORITY FUND	12,000,000	1,401,500	1,559,467	11,842,033
243*	RDA LOW-MOD HOUSING FUND	3,000,000	717,415	250,000	3,467,415
249	SA 2011 LOW/MOD BOND	800,000	36,000	250,000	586,000
<b>GRAND TOTAL</b>		<b>15,800,000</b>	<b>2,154,915</b>	<b>2,059,467</b>	<b>15,895,448</b>

\* General Fund and RDA Low-Mod Housing Fund estimates are for unappropriated reserves and included annual Successor Agency loan repayments as approved with the last and final recognized obligation payment schedule. The repayment for FY 2023/24 is \$687,415.

**REVENUES**

When all funds are combined, there is a 49% decrease in revenues from the current 2022/23 current budget to the proposed 2023/24 budget. All three funds show an increase in allocated interest due to current capital market conditions and anticipated upward growth.

The **Housing Authority Fund (241)** has an overall decrease of \$50,000 with an increase in allocated interest along with a decrease in anticipated sale of other assets. A slight increase in rent revenue for La Quinta Palms Realty and Dune Palms Mobile Home Estates is expected due to current year-to-date activity.

The **RDA Low-Mod Housing Fund (243)** recognizes the annual loan repayment from the Last and Final Recognized Obligation Payment Schedule (ROPS) for the Successor Agency (former Redevelopment Agency). For 2023/24 the total loan repayment is \$3,437,076, which is allocated 80% to the General Fund (\$2,749,661) and 20% to the Housing Authority Fund (\$687,415). Any of the Housing Authority portion of the revenue not expended will be recognized in reserves in Fund 243. The final loan repayment is scheduled for fiscal year 2029/30. Remaining outstanding loan

repayments after 2023/24 total \$21,679,735 of which \$4,335,947 will be allocated to the Housing Authority. The overall increase in this fund of \$10,000 is attributed to allocated interest.

The **SA 2011 Low/Mod Bond (249)** has an overall decrease of \$1,376,009 and is attributed to a one-time transfer from the General Fund in fiscal year 2022/23 for the acquisition of a vacant property on Highway 111 and Dune Palms Road to be used for an affordable housing development and connecting thoroughfare to CV Link.

## **EXPENSES**

The **Housing Authority Fund (241)** has an overall estimated increase of 9% which is attributed to operational expenses for La Quinta Palms Realty and Dune Palms Mobile Home Estates compared to current year projections. Increases in salary and benefits and professional services are attributed to the current economy and inflationary impacts. For fiscal year 2022/23, \$400,000 will be carried over into fiscal year 2023/24 to continue building improvements at Dune Palms Mobile Home Estates.

For **RDA Low-Mod Housing Fund (243)**, revenues received from loan repayments discussed above have been used for homelessness programs as approved by the Authority each fiscal year. Pursuant to California Health and Safety Code's Community Development and Housing law, which states if the Authority has fulfilled certain obligations, may expend up to \$250,000 per fiscal year for homelessness prevention, proposed budget for 2023/24 homelessness programs is \$250,000.

The **SA 2011 Low/Mod Bond (249)** is anticipated to have a balance of \$800,000 on June 30, 2023 and a \$250,000 budget for 2023/24 provides for the ability to evaluate future affordable housing projects and programs. The decrease in expenses as compared to FY 22/23 is due to the one-time purchase of a vacant property on Highway 111 and Dune Palms Road.

CITY OF  
LA QUINTA

2023/24



# Housing Authority

Proposed Budget



**HOUSING AUTHORITY 2023/24 BUDGET SUMMARY**

Housing Fund Revenues	2022/23 Original	2022/23 Current	Variance Original vs. Current	2023/24 Proposed	Variance Current vs. Proposed	% Change
241 - Housing Authority	1,451,500	1,451,500	-	1,401,500	(50,000)	-3%
243 - RDA Low-Mod Housing	20,000	20,000	-	30,000	10,000	50%
249 - SA 2011 Low/Mod Bond	25,000	1,412,009	1,387,009	36,000	(1,376,009)	-97%
<b>Total Revenues</b>	<b>1,496,500</b>	<b>2,883,509</b>	<b>1,387,009</b>	<b>1,467,500</b>	<b>(1,416,009)</b>	<b>-49%</b>
RDA Loan Repayment	673,936	673,936	-	687,415	13,479	
<b>Total Operating Revenues</b>	<b>2,170,436</b>	<b>3,557,445</b>	<b>1,387,009</b>	<b>2,154,915</b>	<b>(1,402,530)</b>	

Housing Fund Expenditures	2022/23 Original	2022/23 Current	Variance Original vs. Current	2023/24 Proposed	Variance Current vs. Proposed	% Change
241 - Housing Authority	1,712,670	1,712,670	-	1,559,467	(153,203)	-9%
243 - RDA Low-Mod Housing	250,000	305,000	(55,000)	250,000	(55,000)	-18%
249 - SA 2011 Low/Mod Bond	20,000	3,644,192	3,624,192	250,000	(3,394,192)	-93%
<b>Total Expenditures</b>	<b>1,982,670</b>	<b>5,661,862</b>	<b>3,569,192</b>	<b>2,059,467</b>	<b>(3,602,395)</b>	<b>-64%</b>
<b>Budget Surplus/(Deficit)</b>	<b>187,766</b>	<b>(2,104,417)</b>	<b>(2,182,183)</b>	<b>95,448</b>		

CITY OF LA QUINTA <u>ESTIMATED</u> ENDING FUND BALANCES FISCAL YEAR ENDING JUNE 30, 2023					
FUND #	FUND NAME	ESTIMATED AVAILABLE FUND BALANCE July 1, 2023	ESTIMATED REVENUES	ESTIMATED EXPENDITURES	ESTIMATED ENDING FUND BALANCE June 30, 2024
241	HOUSING AUTHORITY FUND	12,000,000	1,401,500	1,559,467	11,842,033
243*	RDA LOW-MOD HOUSING FUND	3,000,000	717,415	250,000	3,467,415
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<b>GRAND TOTAL</b>		<b>15,800,000</b>	<b>2,154,915</b>	<b>2,059,467</b>	<b>15,895,448</b>

\* General Fund and RDA Low-Mod Housing Fund estimates are for unappropriated reserves and included annual Successor Agency loan repayments as approved with the last and final recognized obligation payment schedule. The repayment for FY 2023/24 is \$687,415.



	2021/22 Actuals	2022/23 Original Budget	2022/23 Current Budget	2022/23 YTD Activity*	2023/24 Proposed	23/24 vs. Current 22/23	% Change in Budget	
<b>241 - HOUSING AUTHORITY</b>								
<b>9101 - Housing Authority - Admin</b>								
<b>340 - Charges for Services</b>								
241-9101-42301	Miscellaneous Revenue	226	0	0	0	0	0%	
<b>340 - Charges for Services Totals:</b>		<b>226</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>	
<b>360 - Use of Money &amp; Property</b>								
241-9101-41900	Allocated Interest	99,822	100,000	100,000	(7,689)	150,000	50,000	50%
241-9101-41910	GASB 31 Interest	(385,817)	0	0	268,385	0	0	0%
241-9101-41915	Non-Allocated Interest	430	500	500	0	500	0	0%
241-9101-42706	Loan Repayments	96,215	0	0	102,185	0	0	0%
241-9101-43504	2nd Trust Deed Repayment	130,179	100,000	100,000	50,253	100,000	0	0%
241-9101-45000	Sale of Other Assets	367,078	200,000	200,000	0	0	(200,000)	-100%
<b>360 - Use of Money &amp; Property Totals:</b>		<b>307,908</b>	<b>400,500</b>	<b>400,500</b>	<b>413,134</b>	<b>250,500</b>	<b>(150,000)</b>	<b>-37%</b>
<b>101 - Housing Authority - Admin Totals:</b>		<b>308,134</b>	<b>400,500</b>	<b>400,500</b>	<b>413,134</b>	<b>250,500</b>	<b>(150,000)</b>	<b>-37%</b>
<b>9102 - Housing Authority - Wash St Apt:</b>								
<b>340 - Charges for Services</b>								
241-9102-42305	Miscellaneous Reimburse	(1,820)	0	0	0	0	0	0%
<b>340 - Charges for Services Totals:</b>		<b>(1,820)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Housing Authority - Wash St Apts Totals:</b>		<b>(1,820)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>9103 - Housing Authority - LQRP</b>								
<b>360 - Use of Money &amp; Property</b>								
241-9103-43502	Rent Revenue/LQRP	306,372	300,000	300,000	300,706	350,000	50,000	17%
<b>360 - Use of Money &amp; Property Totals:</b>		<b>306,372</b>	<b>300,000</b>	<b>300,000</b>	<b>300,706</b>	<b>350,000</b>	<b>50,000</b>	<b>17%</b>
<b>9103 - Housing Authority - LQRP Totals:</b>		<b>306,372</b>	<b>300,000</b>	<b>300,000</b>	<b>300,706</b>	<b>350,000</b>	<b>50,000</b>	<b>17%</b>
<b>9104 - Dune Palms Mobile Estates</b>								
<b>360 - Use of Money &amp; Property</b>								
241-9104-42112	Rent Revenue/Tenant/Du	791,261	750,000	750,000	682,079	800,000	50,000	7%
241-9104-42302	Miscellaneous Revenue/D	0	1,000	1,000	0	1,000	0	0%
<b>360 - Use of Money &amp; Property Totals:</b>		<b>791,261</b>	<b>751,000</b>	<b>751,000</b>	<b>682,079</b>	<b>801,000</b>	<b>50,000</b>	<b>7%</b>
<b>104 - Dune Palms Mobile Estates Totals:</b>		<b>791,261</b>	<b>751,000</b>	<b>751,000</b>	<b>682,079</b>	<b>801,000</b>	<b>50,000</b>	<b>7%</b>
<b>241 - HOUSING AUTHORITY Totals:</b>		<b>1,403,947</b>	<b>1,451,500</b>	<b>1,451,500</b>	<b>1,395,919</b>	<b>1,401,500</b>	<b>(50,000)</b>	<b>-3%</b>
<b>243 - RDA LOW-MOD HOUSING FUND</b>								
<b>0000 - Undesignated</b>								
<b>360 - Use of Money &amp; Property</b>								
243-0000-41900	Allocated Interest	24,081	20,000	20,000	(2,155)	30,000	10,000	50%
243-0000-41910	GASB 31 Interest	(102,401)	0	0	75,210	0	0	0%
<b>360 - Use of Money &amp; Property Totals:</b>		<b>(78,320)</b>	<b>20,000</b>	<b>20,000</b>	<b>73,055</b>	<b>30,000</b>	<b>10,000</b>	<b>50%</b>

	2021/22 Actuals	2022/23 Original Budget	2022/23 Current Budget	2022/23 YTD Activity*	2023/24 Proposed	23/24 vs. Current 22/23	% Change in Budget
<b>370 - Miscellaneous</b>							
243-0000-48500 Extraordinary Gain	121,903	0	0	0	0	0	0%
<b>370 - Miscellaneous Totals:</b>	<b>121,903</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>0000 - Undesignated Totals:</b>	<b>43,583</b>	<b>20,000</b>	<b>20,000</b>	<b>73,055</b>	<b>30,000</b>	<b>10,000</b>	<b>50%</b>
<b>243 - RDA LOW-MOD HOUSING FUND Totals:</b>	<b>43,583</b>	<b>20,000</b>	<b>20,000</b>	<b>73,055</b>	<b>30,000</b>	<b>10,000</b>	<b>50%</b>
<b>249 - SA 2011 LOW/MOD BOND FUND (Refinanced in 2016)</b>							
<b>0000 - Undesignated</b>							
<b>340 - Charges for Services</b>							
249-0000-42301 Miscellaneous Revenue	0	0	0	1,106	0	0	0%
<b>340 - Charges for Services Totals:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,106</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>360 - Use of Money &amp; Property</b>							
249-0000-41900 Allocated Interest	5,494	5,000	5,000	(544)	6,000	1,000	20%
249-0000-41910 GASB 31 Interest	(26,759)	0	0	25,881	0	0	0%
249-0000-41915 Non-Allocated Interest	29,442	20,000	20,000	31,172	30,000	10,000	50%
<b>360 - Use of Money &amp; Property Totals:</b>	<b>8,177</b>	<b>25,000</b>	<b>25,000</b>	<b>56,509</b>	<b>36,000</b>	<b>11,000</b>	<b>44%</b>
<b>390 - Other Financing Sources</b>							
249-0000-49500 Transfers In	0	0	1,387,009	0	0	(1,387,009)	-100%
<b>390 - Other Financing Sources Totals:</b>	<b>0</b>	<b>0</b>	<b>1,387,009</b>	<b>0</b>	<b>0</b>	<b>(1,387,009)</b>	<b>-100%</b>
<b>0000 - Undesignated Totals:</b>	<b>8,177</b>	<b>25,000</b>	<b>1,412,009</b>	<b>57,615</b>	<b>36,000</b>	<b>(1,376,009)</b>	<b>-97%</b>
<b>BOND FUND (Refinanced in 2016) Totals:</b>	<b>8,177</b>	<b>25,000</b>	<b>1,412,009</b>	<b>57,615</b>	<b>36,000</b>	<b>(1,376,009)</b>	<b>-97%</b>

The Housing Authority budget invests in programs and projects that preserve and increase the supply of affordable housing in the City.

241 Housing Authority Fund: Second Trust Deed Payments and Home Sale Proceeds vary from year-to-year. Additional repayment of silent second trust deeds are recognized upon receipt.

241-9101-45000, Sale of Other Assets revenues in FY 2021/2022 reflects the purchase and sale agreement between the City of La Quinta and the La Quinta Housing Authority for vacant parcels to be used for future low/moderate affordable housing.

243 RDA Low-Mod Housing Fund: The 2023/24 former Redevelopment Agency loan repayment of \$687,415 will be recognized in reserves within this Fund.

249 Successor Agency (SA) 2011 Low/Mod Bond Fund was used for the acquisition of the vacant property located west of the Home Depot Center on Highway 111, on the northeast corner of Highway 111 and Dune Palms Road proposed to be developed as an affordable housing development with a connecting thoroughfare to CV Link. Remaining bond funds continue to earn interest and are available for future housing projects.

CITY OF LA QUINTA HOUSING AUTHORITY

HOUSING AUTHORITY EXPENSE DETAIL

FY 2023/24 PROPOSED BUDGET

	2021/22 Actuals	2022/23 Original Budget	2022/23 Current Budget	2022/23 YTD Activity*	2023/24 Proposed Budget	23/24 vs. Current 22/23	% Change in Budget	
<b>241 - HOUSING AUTHORITY</b>								
<b>9101 - Housing Authority - Admin</b>								
<b>50 - Salaries and Benefits</b>								
241-9101-50101	Permanent Full Time	252,219	278,970	278,970	248,586	305,327	26,357	9%
241-9101-50105	Salaries - Overtime	172	0	0	0	0	0	0%
241-9101-50110	Commissions & Boards	550	1,800	1,800	400	1,800	0	0%
241-9101-50150	Other Compensation	103	200	200	84	200	0	0%
241-9101-50200	PERS-City Portion	20,432	24,200	24,200	19,507	28,000	3,800	16%
241-9101-50215	Other Fringe Benefits	2,000	0	0	4,415	3,640	3,640	0%
241-9101-50221	Medical Insurance	44,830	69,300	69,300	42,846	67,000	(2,300)	-3%
241-9101-50222	Vision Insurance	415	0	0	348	0	0	0%
241-9101-50223	Dental Insurance	2,337	0	0	2,277	0	0	0%
241-9101-50224	Life Insurance	151	0	0	159	0	0	0%
241-9101-50225	Long Term Disability	1,320	1,700	1,700	1,433	1,800	100	6%
241-9101-50230	Workers Comp Insurance	5,900	5,900	5,900	4,425	5,900	0	0%
241-9101-50240	Social Security-Medicare	3,697	4,000	4,000	3,639	4,200	200	5%
241-9101-50241	Social Security-FICA	66	0	0	50	0	0	0%
<b>50 - Salaries and Benefits Totals:</b>		<b>334,191</b>	<b>386,070</b>	<b>386,070</b>	<b>328,168</b>	<b>417,867</b>	<b>31,797</b>	<b>8%</b>
<b>60 - Contract Services</b>								
241-9101-60103	Professional Services	74,532	60,000	60,000	57,777	75,000	15,000	25%
241-9101-60106	Auditors	5,000	5,000	5,000	3,780	5,000	0	0%
241-9101-60153	Attorney	15,792	20,000	20,000	10,663	20,000	0	0%
<b>60 - Contract Services Totals:</b>		<b>95,324</b>	<b>85,000</b>	<b>85,000</b>	<b>72,220</b>	<b>100,000</b>	<b>15,000</b>	<b>18%</b>
<b>62 - Maintenance &amp; Operations</b>								
241-9101-60320	Travel & Training	0	1,000	1,000	293	1,000	0	0%
241-9101-60420	Operating Supplies	94	2,000	2,000	61	2,000	0	0%
<b>62 - Maintenance &amp; Operations Totals:</b>		<b>94</b>	<b>3,000</b>	<b>3,000</b>	<b>354</b>	<b>3,000</b>	<b>0</b>	<b>0%</b>
<b>69 - Internal Service Charges</b>								
241-9101-91843	Property & Crime Insurar	8,100	8,100	8,100	6,075	8,100	0	0%
241-9101-91844	Earthquake Insurance	16,100	16,100	16,100	12,075	16,100	0	0%
241-9101-98110	Information Tech Charge:	53,400	64,400	64,400	48,300	64,400	0	0%
<b>69 - Internal Service Charges Totals:</b>		<b>77,600</b>	<b>88,600</b>	<b>88,600</b>	<b>66,450</b>	<b>88,600</b>	<b>0</b>	<b>0%</b>
<b>101 - Housing Authority - Admin Totals:</b>		<b>507,209</b>	<b>562,670</b>	<b>562,670</b>	<b>467,192</b>	<b>609,467</b>	<b>46,797</b>	<b>8%</b>
<b>9103 - Housing Authority - LQRP</b>								
<b>62 - Maintenance &amp; Operations</b>								
241-9103-60157	Rental Expenses	251,793	250,000	250,000	641,364	300,000	50,000	20%
<b>62 - Maintenance &amp; Operations Totals:</b>		<b>251,793</b>	<b>250,000</b>	<b>250,000</b>	<b>641,364</b>	<b>300,000</b>	<b>50,000</b>	<b>20%</b>
<b>9103 - Housing Authority - LQRP Totals:</b>		<b>251,793</b>	<b>250,000</b>	<b>250,000</b>	<b>641,364</b>	<b>300,000</b>	<b>50,000</b>	<b>20%</b>
<b>9104 - Dune Palms Mobile Estates</b>								
<b>60 - Contract Services</b>								
241-9104-60103	Professional Services	101,257	100,000	100,000	98,515	100,000	0	0%

CITY OF LA QUINTA HOUSING AUTHORITY

HOUSING AUTHORITY EXPENSE DETAIL

FY 2023/24 PROPOSED BUDGET

	<b>2021/22</b>	<b>2022/23</b>	<b>2022/23</b>	<b>2022/23</b>	<b>2023/24</b>	<b>23/24 vs.</b>	<b>% Change</b>
	<b>Actuals</b>	<b>Original Budget</b>	<b>Current Budget</b>	<b>YTD Activity*</b>	<b>Proposed Budget</b>	<b>Current 22/23</b>	<b>in Budget</b>
241-9104-60157 Rental Expense	360,523	300,000	300,000	354,699	350,000	50,000	17%
<b>60 - Contract Services Totals:</b>	<b>461,780</b>	<b>400,000</b>	<b>400,000</b>	<b>453,214</b>	<b>450,000</b>	<b>50,000</b>	<b>13%</b>
<b>68 - Capital Expenses</b>							
241-9104-72110 Building/Site Improveme	0	500,000	500,000	66,728	200,000	(300,000)	-60%
<b>68 - Capital Expenses Totals:</b>	<b>0</b>	<b>500,000</b>	<b>500,000</b>	<b>66,728</b>	<b>200,000</b>	<b>(300,000)</b>	<b>-60%</b>
<b>104 - Dune Palms Mobile Estates Totals:</b>	<b>461,780</b>	<b>900,000</b>	<b>900,000</b>	<b>519,943</b>	<b>650,000</b>	<b>(250,000)</b>	<b>-28%</b>
<b>241 - HOUSING AUTHORITY Totals:</b>	<b>1,220,781</b>	<b>1,712,670</b>	<b>1,712,670</b>	<b>1,628,499</b>	<b>1,559,467</b>	<b>(153,203)</b>	<b>-9%</b>

241 Housing Authority Fund: These funds are used to account for the housing activities of the Housing Authority which are to promote and provide quality affordable housing.

**Fund: 241 - HOUSING AUTHORITY**

<b>241-9101-50101</b>	<b>Permanent Full Time</b>	<b>305,327.00</b>
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20% - City Manager (80% City Manager)  
 10% - Finance Director (90% Finance)  
 10% - City Clerk (90% City Clerk)  
 40% - Director- Business Unit & Housing Development (60% City Manager)  
 60% - Management Analyst (40% Information Technology Fund)  
 60% - Management Specialist (40% City Manager)  
 80% - Management Assistant (20% City Manager)

Housing Authority Member Stipends (5)  
 Housing Commissioner Stipends

<b>241-9101-60103</b>	<b>Professional Services</b>	<b>75,000.00</b>
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Housing compliance services

<b>241-9101-60320</b>	<b>Travel &amp; Training</b>	<b>1,000.00</b>
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For housing related training and staff development

<b>241-9103-60157</b>	<b>Rental Expenses</b>	<b>300,000.00</b>
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Expenses associated with 28 homes owned by the Authority  
 which are located in the La Quinta Cove

<b>241-9104-60103</b>	<b>Professional Services</b>	<b>100,000.00</b>
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For residential property management services at Dune Palms  
 Mobile Estates

<b>241-9104-60157</b>	<b>Rental Expense</b>	<b>350,000.00</b>
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Expenses associated with 102 units owned by the Authority  
 which are located in North La Quinta

	2021/22 Actuals	2022/23 Original Budget	2022/23 Current Budget	2022/23 YTD Activity*	2023/24 Proposed Budget	23/24 vs. Current 22/23	% Change in Budget
<b>243 - RDA LOW-MOD HOUSING FUND</b>							
<b>0000 - Undesignated</b>							
<b>64 - Other Expenses</b>							
243-0000-60532 Homelessness Assistance	50,700	250,000	305,000	255,000	250,000	(55,000)	-18%
<b>64 - Other Expenses Totals:</b>	<b>50,700</b>	<b>250,000</b>	<b>305,000</b>	<b>255,000</b>	<b>250,000</b>	<b>(55,000)</b>	<b>-18%</b>
<b>0000 - Undesignated Totals:</b>	<b>50,700</b>	<b>250,000</b>	<b>305,000</b>	<b>255,000</b>	<b>250,000</b>	<b>(55,000)</b>	<b>-18%</b>
<b>3 - RDA LOW-MOD HOUSING FUND Totals:</b>	<b>50,700</b>	<b>250,000</b>	<b>305,000</b>	<b>255,000</b>	<b>250,000</b>	<b>(55,000)</b>	<b>-18%</b>

243 RDA Low-Mod Housing Fund: The 2023/24 former Redevelopment Agency loan repayment of \$687,415 will be recognized in reserves within this Fund. These funds are used to account for the housing activities of the Housing Authority which are to promote and provide quality affordable housing.

	2021/22 Actuals	2022/23 Original Budget	2022/23 Current Budget	2022/23 YTD Activity*	2023/24 Proposed Budget	23/24 vs. Current 22/23	% Change in Budget
<b>249 - SA 2011 LOW/MOD BOND FUND (Re</b>							
<b>0000 - Undesignated</b>							
<b>68 - Capital Expenses</b>							
249-0000-74010 Land Acquisition	8,631,040	0	3,624,192	50,000	0	(3,624,192)	-100%
249-0000-80050 Affordable Housing Project	25,035	20,000	20,000	12,290	250,000	230,000	1,150%
<b>68 - Capital Expenses Totals:</b>	<b>8,656,075</b>	<b>20,000</b>	<b>3,644,192</b>	<b>62,290</b>	<b>250,000</b>	<b>(3,394,192)</b>	<b>-93%</b>
<b>0000 - Undesignated Totals:</b>	<b>8,656,075</b>	<b>20,000</b>	<b>3,644,192</b>	<b>62,290</b>	<b>250,000</b>	<b>(3,394,192)</b>	<b>-93%</b>
<b>BOND FUND (Refinanced in 2016) Totals:</b>	<b>8,656,075</b>	<b>20,000</b>	<b>3,644,192</b>	<b>62,290</b>	<b>250,000</b>	<b>(3,394,192)</b>	<b>-93%</b>

249 Successor Agency Bond Fund: These funds are restricted per individual bond covenants and were used for the acquisition of the vacant property located west of the Home Depot Center on Highway 111, on the northeast corner of Highway 111 and Dune Palms Road. This property is proposed to be developed as an affordable housing development with a connecting thoroughfare to CV Link. Remaining funds are available for future housing projects. For FY 2023/24, budget will be used for investment in design and development of projects.