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# CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER  
78495 Calle Tampico, La Quinta

**REGULAR MEETING ON TUESDAY, APRIL 2, 2024**  
**3:00 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION**

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

## **CALL TO ORDER**

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

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

At this time, members of the public may address the City Council on any matter not listed on the agenda pursuant to the “Public Comments – Instructions” listed at the end of the agenda. The City Council values your comments; however, in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by the Brown Act [Government Code § 54954.2(b)].

## **CONFIRMATION OF AGENDA**

### **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (d) OF SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (d) OF GOVERNMENT CODE SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)
3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (QUARTERLY REVIEW) PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY MANAGER

*RECESS TO CLOSED SESSION*

RECONVENE AT 4:00 P.M.

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

**PLEDGE OF ALLEGIANCE**

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

At this time, members of the public may address the City Council on any matter not listed on the agenda pursuant to the “Public Comments – Instructions” listed at the end of the agenda. The City Council values your comments; however, in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by the Brown Act [Government Code § 54954.2(b)].

**ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS** – NONE

**CONSENT CALENDAR**

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

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5. IMPERIAL IRRIGATION DISTRICT – COACHELLA VALLEY ENERGY COMMISSION (Evans)
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**ADJOURNMENT**

\*\*\*\*\*

The next regular meeting of the City Council will be held on April 16, 2024, at 4:00 p.m. at the City Hall Council Chamber, 78495 Calle Tampico, La Quinta, CA 92253.

### **DECLARATION OF POSTING**

I, Monika Radeva, City Clerk of the City of La Quinta, do hereby declare that the foregoing Agenda for the La Quinta City Council meeting was posted on the City's website, near the entrance to the Council Chamber at 78495 Calle Tampico, and the bulletin board at the La Quinta Cove Post Office at 51321 Avenida Bermudas, on March 29, 2024.

DATED: March 29, 2024



MONIKA RADEVA, City Clerk  
City of La Quinta, California

### **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 [www.laquintaca.gov/councilagendas](http://www.laquintaca.gov/councilagendas), 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 City Council during a City Council meeting, please be advised that 15 copies of all documents, exhibits, etc., must be supplied to the City Clerk for distribution. It is requested that this takes place prior to the beginning of the meeting.

### **PUBLIC COMMENTS - INSTRUCTIONS**

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

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

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

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

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

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

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

All writings or documents, including but not limited to emails and attachments to emails, submitted to the City regarding any item(s) listed or not listed on this agenda are public records. All information in such writings and documents is subject to disclosure as being in the public domain and subject to search and review by electronic means, including but not limited to the City’s Internet Web site and any other Internet Web-based platform or other Web-based form of communication. All information in such writings and documents similarly is subject to disclosure pursuant to the California Public Records Act [Government Code § 7920.000 *et seq.*].

## TELECONFERENCE ACCESSIBILITY – INSTRUCTIONS

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

**\*\*\* TELECONFERENCE PROCEDURES – PURSUANT TO AB 2449\*\*\***

**APPLICABLE ONLY WHEN TELECONFERENCE ACCESSIBILITY IS IN EFFECT**

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

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

**ZOOM LINK:** <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 City Council, made public, incorporated into the public record of the meeting, and will not be read during the meeting unless, upon the request of the Mayor, a brief summary of any public comment is asked to be read, to the extent the City Clerk’s Office can accommodate such request.

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**CITY COUNCIL  
MINUTES  
TUESDAY, MARCH 5, 2024**

**CALL TO ORDER**

A regular meeting of the La Quinta City Council was called to order at 3:30 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, McGarrey, Peña, Sanchez, and Mayor Evans  
ABSENT: None

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

**CONFIRMATION OF AGENDA** – Confirmed

**CLOSED SESSION**

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (d) OF SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)**

*COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:32 P.M.*

*MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:07 P.M. WITH ALL MEMBERS PRESENT*

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

City Attorney Ihrke reported the authorization to initiate litigation as reported out for Closed Session Item No.1 from the February 20, 2024, Council meeting remains in place, and no new action was taken tonight for Closed Session Item No. 1 that requires additional reporting pursuant to Government Code section 54957.1 (Brown Act).

**PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Peña led the audience in the Pledge of Allegiance.

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

City Clerk Radeva said WRITTEN PUBLIC COMMENTS were received from Renee Coffey and Jessica and Joe Klein, regarding the rules and regulations of the Coachella Valley Animal Campus (CVAC) and in support of a no-kill animal shelter, which were distributed to Council, made public, published on the City’s website, and included in the public record of this meeting.

PUBLIC SPEAKER: Melissa, Labayog, La Quinta – spoke of the event held at the Dupont Estate on March 1, 2024, and the excessive cost of public services; requested the City create an ethics commission; objected to the response to her protest; and requested information on the allowed peaceful protest parameters.

PUBLIC SPEAKER: Jeff Fishbein, Chair of the La Quinta Chamber of Commerce, Coldwell Banker Realtor and La Quinta resident – provided an update on Chamber events and activities, including a recap of the La Quinta Car Show held on February 24, 2024; ribbon cutting for At Work Personnel; scheduling a business walk in April; and the La Quinta State of the City is slated for September 2024, at the La Quinta Resort.

PUBLIC SPEAKER: Jessica Klein, La Quinta – objected to the policies of local animal shelters, particularly the CVAC, which kills up to 1,000 animals per year; asked for policy changes, specifically a no-kill policy; and provided a list of actions to take for humane shelters.

PUBLIC SPEAKER: Joe Klein, La Quinta – stated that shelters still kill animals despite that State law prohibits it; and the term “medically compromised” is improperly used by shelters to by-pass the law.

PUBLIC SPEAKER: Alan Woodruff, La Quinta – desires the closure of CVAC; said the facility is a hellhole; and asked for Councilmember Sanchez’ assistance and Council’s support.

Councilmember Sanchez said that a CVAC Advisory Committee meets quarterly; noted the Committee is attempting to address the matter, but it has been difficult to get all represented cities to attend and secure a quorum to hold a meeting; and attempting to obtain data to analyze the budget to determine if the Coachella Valley should establish its own no-kill shelter.

## **ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS**

### **1. PROCLAMATION RECOGNIZING RIVERSIDE COUNTY SHERIFF’S DEPARTMENT SERGEANT BEN RAMIREZ FOR HIS PUBLIC SERVICE AND RETIREMENT**

Council presented a Proclamation to retiring Riverside County Sheriff’s Department Sergeant Ramirez recognizing his 30 years of public service, commitment, and dedication. Sgt. Ramirez thanked the City and the community for an enjoyable career.

### **2. VISIT GREATER PALM SPRINGS 2024 GOALS AND OBJECTIVES – PRESENTATION BY PRESIDENT AND CHIEF EXECUTIVE OFFICER SCOTT WHITE**

President and Chief Executive Officer Scott White introduced Chief Marketing Officer Colleen Pace and VP of Government and Industry Relations Davis Meyer, all

representing the Visit Greater Palm Springs. Mr. White, Ms. Pace, and Ms. Meyer provided power point presentations detailing Coachella Valley hospitality and tourism campaigns and programs.

PRESENTER: Colleen Pace, Chief Sales and Marketing Officer with *Visit Greater Palm Springs* – provided an update on Marketing and Public Relations efforts.

PRESENTER: Scott White, President and Chief Executive Officer of *Visit Greater Palm Springs* – provided an update on hospitality, air travel and hotel figures in the Coachella Valley; the economic diversity development plan, which includes updating the Joint Powers Agreement with Coachella Valley participating cities, which is on tonight’s agenda as Consent Calendar Item No. 10; and explained that 81% of the budget for promotional efforts is paid for by visitors, through The Greater Palm Springs Tourism Business Improvement District (TBID) Assessment.

PRESENTER: Davis Meyer, Vice President of Government and Industry Relations with *Visit Greater Palm Springs* – provided an update on short-term vacation rental campaign and metrics throughout the Coachella Valley; and workforce development efforts in the hospitality industry.

### **CONSENT CALENDAR**

- 1. APPROVE COUNCIL MEETING MINUTES OF FEBRUARY 6, 2024**
- 2. APPROVE SPECIAL COUNCIL MEETING MINUTES OF FEBRUARY 22, 2024 – COMMUNITY WORKSHOP**
- 3. AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO UTILIZE TRI-STATE MATERIALS TO PURCHASE UP TO \$200,000 OF MATERIALS FOR FISCAL YEAR 2023/24**
- 4. AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO UTILIZE MACIAS NURSERY, INC. TO PURCHASE UP TO \$140,000 OF PLANT MATERIALS FOR FISCAL YEAR 2023/24**
- 5. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH EAGLE PUMP SERVICES, INC. FOR PURCHASE AND INSTALLATION OF REPLACEMENT SUBMERSIBLE STORM DRAIN PUMPS LOCATED AT CALLE RONDO CANAL**
- 6. APPROVE AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH GOVINVEST INC. TO EXTEND MODULES FOR LABOR COSTING AND FINANCIAL FORECASTING**
- 7. AWARD CONTRACT TO UNIVERSAL CONSTRUCTION AND ENGINEERING FOR CITYWIDE MISCELLANEOUS AMERICANS WITH DISABILITIES ACT IMPROVEMENTS PROJECT NO. 2023-07; CDBG PROJECT NO. 4.LQ.48-23; LOCATED WITHIN THE SEASONS NEIGHBORHOOD**

8. **APPROVE DECLARATION AND DISPOSAL OF SURPLUS PROPERTY AND EQUIPMENT**
9. **APPROVE DEMAND REGISTERS DATED FEBRUARY 16 AND 23, 2024**
10. **ADOPT RESOLUTION APPROVING SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT WITH VISIT GREATER PALM SPRINGS [RESOLUTION NO. 2024-006] – [UPDATED STAFF REPORT & JPA PUBLISHED ON 3/2/2024](#)**

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Sanchez to approve the Consent Calendar as presented, with Item No. 10 adopting Resolution No. 2024-006. Motion passed unanimously.

### **BUSINESS SESSION**

1. **INTRODUCE FOR FIRST READING AN ORDINANCE AMENDING SUBSECTION 3.25.050(G) OF THE LA QUINTA MUNICIPAL CODE RELATED TO SHORT-TERM VACATION RENTALS (STVR) REGARDING WRITTEN NOTICE AND DECLARATION OF NON-USE [ORDINANCE NO. 611]**

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

PUBLIC SPEAKER: Alena Callimanis, La Quinta – asked for clarification on the proposed code amendment; and requested confirmation that the ban on issuing new STVR permits in non-exempt areas is still in place.

Mayor Evans explained the purpose of the code amendment under consideration, and City Attorney Ihrke explained that if adopted, the code amendment would take effect retroactively on January 1, 2023.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to take up Ordinance No. 611 by title and number only and waive further reading to amend Subsection 3.25.050(G) of the La Quinta Municipal Code related to Short-Term Vacation Rentals regarding written notice and declaration of non-use as presented. Motion passed unanimously.

City Clerk Radeva read the following title of Ordinance No. 611 into the record:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING SUBSECTION 3.25.050(G) OF THE LA QUINTA MUNICIPAL CODE RELATED TO SHORT-TERM VACATION RENTALS REGARDING WRITTEN NOTICE AND DECLARATION OF NON-USE

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to introduce at first reading Ordinance No. 611 as presented. Motion passed unanimously.

## **STUDY SESSION**

### **1. DISCUSS TRANSPORTATION DESIGN CONCEPTS FOR THE HIGHWAY 111 CORRIDOR IMPLEMENTATION PROJECT NO. 2019-05**

Public Works Director McKinney, Management Analyst Mignogna, and City consultant Todd Tregenza, Senior Project Manager with GHD, Inc. presented the staff report, which is on file in the Clerk's Office.

Council discussed the allowance of golf carts on Highway 111, and including golf carts in the vehicle count; the problem of bicycles not able to hearing electric vehicles; the width of bicycle lanes; peak hour traffic flow with reduced lanes and lower speeds; synchronizing traffic signals to optimum speeds; the gap in the bike lane in a section of Highway 111 heading west; pavement projects; the heavy pedestrian, bicycle, and vehicle traffic on Adams Street, north of Highway 111; the traffic count on Adams St. being at level of service (LOS) A or B, but a new count being necessary; the success of the road diet on Adams St. by the fire station; the possibility of the cars stopped at the Adams St. and Highway 111 signal intersection backing up into the northern roundabout; concern about access to the One Eleven shopping center; concern about student drivers; visibility of roundabout with bridge height just before it; consideration of the transit hub (3 bus stops) in the same area; need for a future paved road through the shopping center parking lot, west of the roundabout; consultation with schools; dedicated right-turn lane into the school; research availability of grant funds; combining this project with the restriping of Highway 111; and next steps on project.

Council reached a consensus and directed staff to:

- Explore a dedicated right-turn lane from Adams St. to Blackhawk Way to better facilitate traffic flow to La Quinta High School
- Not to reduce lanes on Highway 111 and not to allow NEVs and golf carts
- Support for the protected intersections design separating vehicles, bicyclists, and pedestrians
- Support for the proposed roundabout on Adams St. and Avenue 47
- Concerns with the proposed roundabout on Adams St. and Corporate Center Dr.
- Permitting NEVs and golf carts on Adams St. and Dune Palms Rd. requires additional study, traffic counts, and perhaps road diets.

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

*MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 6:05 P.M. WITH ALL MEMBERS PRESENT*

## **PUBLIC HEARING**

### **1. ADOPT RESOLUTIONS TO (1) CERTIFY AN ENVIRONMENTAL IMPACT REPORT FOR ALTERNATIVE NO. 2 (EA 2019-0010) AND (2) APPROVE GENERAL PLAN AMENDMENT 2023-1000, SPECIFIC PLAN AMENDMENT**

**2023-0003, AND TENTATIVE TRACT MAP 2023-0005; INTRODUCE FOR FIRST READING ORDINANCES TO APPROVE (1) ZONE CHANGE 2023-1000 AND (2) DEVELOPMENT AGREEMENT 2023-1000 FOR THE CLUB AT CORAL MOUNTAIN PROJECT CONSISTING OF 750 RESIDENTIAL UNITS, A GOLF COURSE AND 60,000 SQUARE FEET OF RETAIL COMMERCIAL SPACE; CEQA: THE DESIGN AND DEVELOPMENT DEPARTMENT HAS DETERMINED THAT ALTERNATIVE 2 OF PREVIOUSLY PREPARED ENVIRONMENTAL IMPACT REPORT, EA 2019-0010, APPLIES TO THE PROPOSED PROJECT; LOCATION: SOUTH OF AVENUE 58, EAST AND WEST OF MADISON STREET, AND NORTH OF AVENUE 60**

[RESOLUTION NOS. 2024-007 AND 2024-008] [ORDINANCE NOS. 612 AND 613]

Planning Manager Flores introduced Consulting Planner Criste with Terra Nova Planning and Research who presented the staff report, which is on file in the Clerk's Office.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 6:29 P.M.

DEVELOPER/APPLICANT PRESENTATION: John Gamlin, President of CM Wave Development (Applicant) – provided a presentation on the vision for the proposed project; golf course designed by David McLay Kidd; the trail system planned; retail concept; multiple sports and leisure activities; architectural and color themes; estimated development timeline; and reasons a percentage cap on STVRs is not necessary.

PUBLIC SPEAKER: Robert Lasser, La Quinta (*received donated time from resident Derek Wong*) – opposed the project; said the proposal misrepresents the project as an upscale golf community; objects to the vagueness and lack of details on the project.

PUBLIC SPEAKER: Sheila Warren, La Quinta (*received donated time from resident Suzanne Kahn*) – opposed the project; requested changes to the Development Agreement such as forever restricting: (1) wave machinery, (2) motorized boats or jet skis, (3) golf course lighting and special event lighting, (4) parking or vehicle staging along Madison St., Avenue 58, and Avenue 60, (5) commercial vehicle access to this development from Avenue 60, west of Madison St. – resident access only, (6) special events, unless approved via City special permit, and (7) limit the number of STVRs to about 20% of built homes.

PUBLIC SPEAKER: Kathy Weiss, La Quinta – opposed the project; concerned about the traffic on Madison St.; and concerned that the project will be a commercial project in a residential zone.

PUBLIC SPEAKER: Guillermo Raul Casillas, La Quinta – opposed the project; stated that the project is proposed on a sacred site; opposed the use of Avenue 60 for commercial traffic; a cul-de-sac and fire hydrant should be at the end of Avenue 60; and concerned about the height of the buildings and loss of view.

PUBLIC SPEAKER: Salvador Amezquita, representing the Western States Regional Council of Carpenters (about 1,000 members) – requested that the City require the

developer hire locally, pay prevailing wages, and utilize state certified apprentices; and cited the environmental benefits of hiring locally.

PUBLIC SPEAKER: Brian Levy, La Quinta (*received donated time from resident Carolyn Winnor*) – opposed adopting the existing EIR Alternative No. 2; supports conducting a new EIR; concerned about water, traffic, greenhouse gasses, shuttle buses, Indian artifacts along the mountainside, removal of construction sand, golf course and recreation lake lighting, Bighorn Sheep protection, and personal safety living next to a commercial development.

PUBLIC SPEAKER: Lynne Marafino, La Quinta (*received donated time from resident Rick Poynter Kahn*) – opposed the project; the project Specific Plan is inconsistent with the General Plan; the Specific Plan is 21 years old, and south La Quinta has developed greatly since then; opposed to 100% STVRs as not compatible with surrounding neighborhood.

PUBLIC SPEAKER: Alena Callimanis, La Quinta (*received donated time from resident Judy Horjacky*) – opposed the project due to traffic caused by its link to a wave development; and believes a wave park will be built nearby in Thermal and that investors received more specifics than presented to the City.

PUBLIC SPEAKER: Kathleen Bogan, La Quinta (*received donated time from resident Brad Anderson*) – read an email from Jane Garrison of the Oswit Land Trust requesting delay of approval of the draft EIR in order to study impacts on Big Horn Sheep; and read a letter from the Sierra Club stating that the City cannot rely on a past EIR that was never approved, particularly impacts on Bighorn Sheep must be studied.

Council discussed the public review period for the EIR (since 2021); intended use for the activity lake – irrigation feature with possible electric boats, kayaks, or paddleboards; security and access for trails; future plans for a fire station in the area; Development Agreement; special event permits required per the Municipal Code; private club, no public access; no golf course or lake lighting; STVRs balance within development, maybe 30%; Tribal monitoring; Bighorn Sheep fencing; STVR allowance under the existing Specific Plan, the Development Agreement, and the Municipal Code; the purpose of the seven parcels and application of the Specific Plan regardless of owner; capping the percentage of STVRs in a Development Plan; self-regulation and dwindling of STVRs; buyers would be fully aware of STVR status at purchase; setting an area of the development for STVRs; the ability of the community to regulate STVRs and its quality of life; types of developments that trigger need for traffic mitigation; use of union workforce and paying prevailing wages; support for use of local contractors; better protection of the petroglyphic/hieroglyphics on Coral Mountain; grading plan for houses in relation to neighbors; replenishment of ground water; Avenue 60 being a public street; the project meeting the requirements of City's past request for use of the parcel; the qualifications of the golf course designer; and the success of area developments that received similar objections.

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

- Arroyo, Sally and Robert – opposed
- Bighorn Institute (James R. DeForge, Exec. Director/Biologist) – opposed
- Bohem, Penny and Robert – support
- Callimanis, Alena - opposed
- Dupuis, Margie – posed questions regarding the project
- Lasser, Robert – opposed
- Levy, Brian – opposed
- Marafino, Lynne – opposed
- Oswit Land Trust (Jane Garrison, Executive Director) – opposed (*submitted two separate written comments*)
- Regional Council of Carpenters (Mitchell Tsai Law Firm) – neutral on the project, supports the use of local workforce
- Tahquitz Group Sierra Club (Joan Taylor, Chair) – opposed
- Warren, Sheila – provided suggestions for additions to the Development Agreement

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 8:17 P.M.

MOTION – A motion was made and seconded by Councilmembers Sanchez/Peña to adopt Resolution No. 2024-007 making findings and approving a Statement of Overriding Considerations certifying Alternative No. 2 of the Coral Mountain Resort Environmental Impact Report (SCH #2021020310) as presented:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, CERTIFYING THE CORAL MOUNTAIN RESORT ENVIRONMENTAL IMPACT REPORT (SCH #2021020310) FOR ALTERNATIVE NO. 2 FOR THE CLUB AT CORAL MOUNTAIN PROJECT CONSISTING OF 750 RESIDENTIAL UNITS, A GOLF COURSE, AND 60,000 SQUARE FEET OF RETAIL COMMERCIAL SPACE; ADOPTING ENVIRONMENTAL FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM

CASE NUMBER: ENVIRONMENTAL ASSESSMENT 2019-0010

APPLICANT: CM WAVE DEVELOPMENT LLC

Motion passed unanimously.

MOTION – A motion was made and seconded by Councilmembers Sanchez/Peña to adopt Resolution No. 2024-008 approving General Plan Amendment 2023-1000, Specific Plan 2023-0003, and Tentative Tract Map 2023-0005 for the Club at Coral Mountain project as presented:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, AND TENTATIVE TRACT MAP TO ALLOW THE DEVELOPMENT OF 750 RESIDENTIAL UNITS, A GOLF COURSE, AND 60,000 SQUARE FEET



OF RETAIL COMMERCIAL SPACE ON 387 ACRES FOR THE CLUB AT CORAL MOUNTAIN PROJECT LOCATED SOUTH OF AVENUE 58, NORTH OF AVENUE 60, AND EAST AND WEST OF MADISON STREET

CASE NUMBERS: GENERAL PLAN AMENDMENT 2023-1000  
SPECIFIC PLAN 2023-0003 (SP2003-037 AMENDMENT NO. 5) TENTATIVE TRACT MAP 2023-0005

APPLICANT: CM WAVE DEVELOPMENT LLC

Motion passed unanimously.

**MOTION** – A motion was made and seconded by Councilmembers Sanchez/Peña to take up Ordinance No. 612 by title and number only and waive further reading approving Zone Change 2023-1000 for the Club at Coral Mountain project as presented. Motion passed unanimously.

City Clerk Radeva read the following title of Ordinance No. 612 into the record:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING THE ZONING MAP TO CHANGE THE SHAPE AND ACREAGE OF NEIGHBORHOOD COMMERCIAL, LOW DENSITY RESIDENTIAL, AND GOLF COURSE DISTRICTS FOR ASSESSOR’S PARCEL NOS. 764-200-076, 764-210-007, 764-210-028, 764-210-029, 766-070-003, 766-070-006, 766-070-012, 766-070-014, 766-080-001, 766-080-002, 766-080-004, AND 766-080-005

CASE NUMBER: ZONE CHANGE 2023-1000  
APPLICANT: CM WAVE DEVELOPMENT LLC

**MOTION** – A motion was made and seconded by Councilmembers Sanchez/Peña to introduce at first reading Ordinance No. 612 as presented. Motion passed unanimously.

**MOTION** – A motion was made and seconded by Councilmembers Sanchez/Peña to take up Ordinance No. 613 by title and number only and waive further reading approving Development Agreement 2023-1000 for the Club at Coral Mountain project as presented. Motion passed: ayes – 4, noes – 1 (Fitzpatrick), abstain – 0, absent – 0.

City Clerk Radeva read the following title of Ordinance No. 613 into the record:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LA QUINTA AND CM WAVE DEVELOPMENT LLC RELATING TO THE CLUB AT CORAL MOUNTAIN AND FINDING THAT THE PROJECT IS CONSISTENT WITH ENVIRONMENTAL ASSESSMENT 2019-0010

CASE NUMBER: DEVELOPMENT AGREEMENT 2023-1000  
APPLICANT: CM WAVE DEVELOPMENT LLC

**MOTION** – A motion was made and seconded by Councilmembers Sanchez/Peña to introduce at first reading Ordinance No. 613 as presented. Motion passed: ayes – 4, noes – 1 (Fitzpatrick), abstain – 0, absent – 0.

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

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

Council reached a consensus to investigate becoming an Autism-certified city.

Councilmember Sanchez reported on his attendance at the Rancho Mirage RAMMY Award event.

Mayor Evans reported on her and other Councilmembers attendance at the City's annual Community Workshop held on February 22, 2024; the La Quinta Car Show; Desert International Horse Park event in Thermal; La Quinta Arts Celebration; FIND Food Bank event; and presentation about the Living Desert.

## **REPORTS AND INFORMATIONAL ITEMS**

La Quinta's representative for 2024, Mayor Evans reported on her participation in the following organization's meeting:

- CVAG EXECUTIVE COMMITTEE

La Quinta's representative for 2024, Councilmember McGarrey reported on her participation in the following organizations' meetings:

- IID ENERGY CONSUMERS' ADVISORY COMMITTEE
- ART PURCHASE COMMITTEE (Sanchez & McGarrey)

La Quinta's representative for 2024, Mayor Pro Tem Peña reported on his participation in the following organizations' meetings:

- CV MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES
- CVAG HOMELESSNESS COMMITTEE

La Quinta's representative for 2024, Councilmember Sanchez reported on his participation in the following organization's meeting:

- ART CELEBRATION PURCHASE COMMITTEE (Sanchez & McGarrey)

## **ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to adjourn at 8:39 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk  
City of La Quinta, California



**CITY COUNCIL  
MINUTES  
TUESDAY, MARCH 19, 2024**

**CALL TO ORDER**

A regular meeting of the La Quinta City Council was called to order at 3:30 p.m. by Mayor Evans.

PRESENT: Councilmembers Fitzpatrick, McGarrey, Peña, Sanchez, and Mayor Evans  
ABSENT: None

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

**CONFIRMATION OF AGENDA**

Mayor Pro Tem Peña said he will recuse himself from discussion and vote on Consent Calendar Item No. 7 due to a potential conflict of interest stemming from the proximity of real property to the project location and requested that it be pulled for a separate vote.

Councilmember Fitzpatrick asked to pull Consent Calendar Item No. 3 for a separate vote.

Mayor Evans said she will comment on Consent Calendar Item No. 10.

Council concurred.

**CLOSED SESSION**

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (d) OF SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)**

*COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:32 P.M.*

*MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE COUNCIL MEETING AT 4:06 P.M. WITH ALL MEMBERS PRESENT*

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

Mayor Evans reported Council will reconvene Closed Session to continue consideration of Closed Session Item No. 1 after the Open Session portion of the meeting.

**PLEDGE OF ALLEGIANCE**

Councilmember Sanchez led the audience in the Pledge of Allegiance.

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

**PUBLIC SPEAKER:** Daryl Terrell, Moreno Valley – explained the problem with theft of catalytic converters in the area, and the ineffectiveness of State law to prosecute offenders; and asked Council to adopt an unlawful possession ordinance that would allow prosecution of anyone unlawfully in possession of one converter, as opposed to State law which does not prosecute unless a person is found in unlawful possession of nine or more converters.

**PUBLIC SPEAKER:** Ken Seumalo, Public Works Director with the City of Indian Wells – thanked the Council and City staff for the collaboration and assistance in managing the recent 2024 BNP Paribas Open tennis tournament at the Indian Wells Tennis Gardens.

**ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS** – None

**CONSENT CALENDAR**

1. **APPROVE COUNCIL MEETING MINUTES OF FEBRUARY 20, 2024**
2. **ADOPT ORDINANCE NO. 611 ON SECOND READING AMENDING SUBSECTION 3.25.050(G) OF THE LA QUINTA MUNICIPAL CODE RELATED TO SHORT-TERM VACATION RENTALS REGARDING WRITTEN NOTICE AND DECLARATION OF NON-USE [ORDINANCE NO. 611]**
3. *Pulled for a separate vote by Councilmember Fitzpatrick >>>* **ADOPT ORDINANCES NOS. 612 AND 613 ON SECOND READING APPROVING (1) ZONE CHANGE 2023-1000 AND (2) DEVELOPMENT AGREEMENT 2023-1000, RESPECTIVELY, FOR THE CLUB AT CORAL MOUNTAIN PROJECT CONSISTING OF 750 RESIDENTIAL UNITS, A GOLF COURSE AND 60,000 SQUARE FEET OF RETAIL COMMERCIAL SPACE; CEQA: THE DESIGN AND DEVELOPMENT DEPARTMENT HAS DETERMINED THAT ALTERNATIVE 2 OF PREVIOUSLY PREPARED ENVIRONMENTAL IMPACT REPORT, FOR ENVIRONMENTAL ASSESSMENT 2019-0010, APPLIES TO THE PROPOSED PROJECT; LOCATION: SOUTH OF AVENUE 58, EAST AND WEST OF MADISON STREET, AND NORTH OF AVENUE 60 [ORDINANCE NOS. 612 AND 613]**
4. **ADOPT RESOLUTION TO REAFFIRM ADOPTION OF ANNUAL ASSESSMENT FOR COUNTY SERVICE AREA 152, AUTHORIZE RIVERSIDE COUNTY TO CONTINUE TO LEVY ASSESSMENTS, AND INDEMNIFY AND HOLD THE COUNTY HARMLESS FOR LEVYING ASSESSMENTS ON CITY PARCELS [RESOLUTION NO. 2024-009]**
5. **ADOPT RESOLUTION TO APPROVE FINAL PARCEL MAP NO. 38793 LOCATED WITHIN THE MADISON CLUB RESIDENTIAL DEVELOPMENT AT THE NORTHWEST CORNER OF MONROE STREET AND AVENUE 54 [RESOLUTION NO. 2024-010]**

6. **AUTHORIZE SUBMITTAL OF GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORTS FOR CALENDAR YEAR 2023 TO THE STATE OFFICE OF PLANNING AND RESEARCH AND THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; CEQA: MAKE A DETERMINATION THAT THIS ACTION IS NOT A PROJECT AS DEFINED IN SECTION 15378(b)(2) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**
7. *Pulled for a separate vote by Mayor Pro Tem Peña >>>* **APPROVE AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES WITH IN-SITE LANDSCAPE ARCHITECTURE TO PROVIDE ADDITIONAL ENGINEERING DESIGN AND ELECTRICAL LOCATING SERVICES FOR THE FRITZ BURNS PARK IMPROVEMENTS PROJECT NO. 2021-02**
8. **APPROVE CHANGE ORDER ESTIMATE FOR CONTRACT WITH ORTIZ CONSTRUCTION, INC., APPROVE AMENDMENT NO. 13 TO PROFESSIONAL SERVICES AGREEMENT WITH BENGAL ENGINEERING, INC., AND AUTHORIZE AMENDMENT REQUEST TO COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS AGREEMENT FOR THE DUNE PALMS ROAD BRIDGE IMPROVEMENT PROJECT NO. 2011-05**
9. *Pulled for a separate vote by Councilmember McGarrey >>>* **APPROVE AGREEMENT FOR CONTRACT SERVICES WITH FIND FOOD BANK TO PROVIDE MOBILE MARKET AND NON-PERISHABLE FOOD KITS TO SENIORS AND LA QUINTA RESIDENTS**
10. **APPROVE AGREEMENT FOR CONTRACT SERVICES WITH GovOS, INC. TO PROVIDE SHORT-TERM VACATION RENTAL PROGRAM PERMITTING SOFTWARE SERVICES AND TRANSIENT OCCUPANCY TAX COLLECTIONS**
11. **EXCUSE ABSENCE OF COMMISSIONER HERNANDEZ FROM THE MARCH 12, 2024, PLANNING COMMISSION MEETING**
12. **APPROVE DEMAND REGISTERS DATED MARCH 1 AND 8, 2024**
13. **RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED DECEMBER 31, 2023**

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Sanchez to approve Consent Calendar Item Nos. 1, 2, 4-6, 8, 10-13 as presented, with Item No. 2 adopting Ordinance No. 611 on second reading, and Item Nos. 4 and 5 adopting Resolution Nos. 2024-009 and 2024-010, respectively. Motion passed unanimously.

CONSENT CALENDAR ITEM NO. 10 – COMMENT

Mayor Evans said this item approves an agreement with GovOS, Inc. for short-term vacation rental (STVR) program permitting software services; and noted the City

continues to reinvest in the resources required to ensure proper monitoring and compliance with the STVR program.

### **CONSENT CALENDAR ITEM NO. 3**

**MOTION** – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to approve Consent Calendar Item No. 3 adopting Ordinance 612 on second reading, approving Zone Change 2023-1000 for the Club at Coral Mountain project consisting of 750 residential units, a golf course, and 60,000 square feet of retail commercial space. Motion passed unanimously.

**MOTION** – A motion was made and seconded by Councilmembers Peña/McGarrey to approve Consent Calendar Item No. 3 adopting Ordinance 613 on second reading, approving Development Agreement 2023-1000 for the Club at Coral Mountain project consisting of 750 residential units, a golf course, and 60,000 square feet of retail commercial space. Motion passed: ayes – 4, noes – 1 (Fitzpatrick), abstain – 0, absent – 0.

### **CONSENT CALENDAR ITEM NO. 7**

*COUNCILMEMBER PEÑA RECUSED HIMSELF, AND SAID HE WILL ABSTAIN FROM THE DISCUSSION AND VOTE ON CONSENT CALENDAR ITEM NO. 7 DUE TO A POTENTIAL CONFLICT OF INTEREST STEMMING FROM THE PROXIMITY OF HIS REAL PROPERTY TO THE PROJECT*

**MOTION** – A motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to approve Consent Calendar Item No. 7 approving Amendment No. 3 to the Agreement for Contract Services with IN-SITE Landscape Architecture to provide additional engineering design to prepare a water quality management plan, expanded parking lot design, and electrical locating services for the Fritz Burns Park Improvements Project No. 2021-02; and authorizing the City Manager to executed the amendment. Motion passed: ayes – 4, noes – 0, abstain – 1 (Peña), absent – 0.

### **CONSENT CALENDAR ITEM NO. 9**

*COUNCILMEMBER McGARREY SAID SHE SERVES AS A BOARD MEMBER FOR FIND FOOD BANK, FOR WHICH SHE DOES NOT RECEIVE COMPENSATION; HOWEVER, DUE TO THE PERCEPTION OF A POTENTIAL CONFLICT OF INTEREST SHE RECUSED HERSELF FROM DISCUSSION AND VOTE ON CONSENT CALENDAR ITEM NO. 9*

**MOTION** – A motion was made and seconded by Councilmembers Fitzpatrick/Sanchez to approve Consent Calendar Item No. 9 approving an Agreement for Contract Services with FIND Food Bank to provide a mobile market and non-perishable food kits to seniors and La Quinta residents; and authorizing the City Manager to execute the agreement. Motion passed: ayes – 4, noes – 0, abstain – 1 (McGarrey), absent – 0.

## **BUSINESS SESSION**

### **1. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH TRITON TECHNOLOGY SOLUTIONS, INC. FOR AUDIO AND VIDEO (AV) SYSTEM UPGRADES AND ANNUAL MAINTENANCE AND SUPPORT SERVICES FOR SEVERAL MEETING ROOMS AT CITY HALL AND WELLNESS CENTER**

City Clerk Radeva and Director of Business Unit and Housing Development presented the staff report, which is on file in the Clerk's Office.

Council discussed the audio system upgrades planned for the Council Chamber; and the need for AV upgrades for the Meeting room at the Wellness Center and the West conference room at City Hall.

**MOTION** – A motion was made and seconded by Councilmembers Peña/McGarrey to approve Agreement for Contract Services with Triton Technology Solutions, Inc. for audio and video system upgrades and annual maintenance and support services for several meeting rooms at City Hall and the Wellness Center; and authorize the City Manager to execute the agreement. Motion passed unanimously.

## **STUDY SESSION**

### **1. DISCUSS ANNEXATION PROCESS RELATED TO THE SOUTHERN SPHERE OF INFLUENCE AREA (SOI), INCLUDING AN OVERVIEW OF PROPERTY TAXES, REVENUES, AND CURRENT INFRASTRUCTURE**

Design and Development Director Castro, Principal Management Analyst Hallick, Management Analyst Mignogna, and Consulting Planner Criste with Terra Nova Planning and Research, presented the staff report, which is on file in the Clerk's Office.

Council discussed the Riverside County's plans for road upgrades in the SOI; right-of-way acquisition; eligibility for Measure A and SB1 funds for pavement management in the SOI; public parks in the SOI; ability to establish different municipal codes for the SOI if desired; process and timeline if Council passes a resolution approving annexation; process for annexing a portion of the SOI if requested by a bordering property owner; voters within the SOI only vote on annexation; the process to include the extended SOI area in an annexation; and the inclusion of the small area on the north side of the SOI in any annexation of the east side SOI property.

**PUBLIC SPEAKER:** David Isen, Balmoral – represents an equestrian forum, has multiple properties in Vista Santa Rosa; stated La Quinta does not have an understanding of equestrian properties; he operates STVRs, and does not favor La Quinta's program; and he is not interested in annexation by La Quinta.

PUBLIC SPEAKER: Teresa Ortiz, resides at Avenue 56 and Airport Blvd in Thermal – said she is not in favor of change; asked about water wells; and suggested that future study sessions be held in the evening, so working residents may attend.

PUBLIC SPEAKER: Linda Garza, Coachella – noted that STVRs, accessory dwelling units (ADUs), and event venues are prominent in the SOI and would want that considered in the process.

PUBLIC SPEAKER: Gayle Cady, Vista Santa Rosa (Avenue 54) – stated that of the 11 neighbors she has asked, she is the only one who received notice of this meeting; requested that the equestrian community be given more say in the process, and asked for more equestrian trails; wished to retain the current lifestyle of equestrian/farming community, rather than be transformed into an area of walls and expensive homes; asked about the City’s plans for the late night festival season parties in the SOI; concerned about the rules for the equestrian overlay area and asked Council to inform residents of their plans, particularly the number of horses to be allowed per acre; clarified the SOI border being Avenue 62; suggested that annexation might be more favorable to SOI residents if the City was clear and favorable regarding its position on equestrian properties; and warned that problems will arise if homes are developed adjacent to an equestrian facility, due to inevitable complaints regarding manure and flies.

PUBLIC SPEAKER: Joe Hammer, Coachella – owns a 50-acre ranch in the SOI and borders La Quinta on three sides; has wanted his property to be annexed into La Quinta for many years; questioned the City’s intent to adhere to the General Plan for the SOI area; favors the existing zoning for his property; suggested the City consider reducing the acreage it annexes in the first round; and noted the potential for growth of the Jacqueline Cochran Regional Airport.

PUBLIC SPEAKER: John Powell, Vista Santa Rosa – his family has been farming crops in the VSR area for 16 years, and farming in the Coachella Valley for 74 years; has previously lobbied La Quinta to annex VSR and welcomes it now; interested in information on the financial analysis; requests that farming continue post annexation; and warns that farming adjacent to residential, like equestrian next to residential, can cause tension and complaints.

Council discussed the desire to diversify what La Quinta has to offer; respect for the existing lifestyle and rural uses; the fiscal analysis estimates of tax revenue and the expenditures required for capital improvements and public services; the special features of the Vista Santa Rosa area; the current early stage of the process; the need for SOI resident to participate in shaping the ordinances for the area should annexation occur; the beauty and diversity of the SOI; public safety already being provided by La Quinta in the SOI; La Quinta’s past sensitivity to the SOI area; La Quinta’s ability to do a better job than surrounding cities or the County in protecting the lifestyle; the need to balance open space and development; infrastructure challenges, specifically IID utilities; need for information on the northern SOI; need for information on County plans for the SOI; and reviewing the intentions for the SOI included in the General Plan.



Council reached a consensus and directed staff to research the County's existing rights-of-ways in the SOI; determine the amount of Measure A and SB 1 funds the County received for the SOI; follow up and ensure all property owners and voters in the SOI are getting City notifications; present to equestrian property owners, La Quinta's existing equestrian overlay, and get feedback on any suggested adjustments; presentation to the Vista Santa Rosa Community Council; update the financial analysis; begin analysis/assessment of the northern SOI area; determine County plans for the SOI and residents unfulfilled requests of County; and include in the next presentation, the details in the General Plan for the SOI.

*MAYOR EVANS CALLED FOR A BRIEF RECESS AT 6:02 P.M.*

*MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 6:13 P.M. WITH ALL MEMBERS PRESENT*

### **PUBLIC HEARINGS**

- 1. ADOPT RESOLUTION TO APPROVE THE PROPERTY LOCATED AT 51555 MADISON STREET AS A QUALIFIED AND CERTIFIED LARGE LOT PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE**  
[RESOLUTION NO. 2024-011]

Senior Permit Technician Loretta presented the staff report, which is on file in the Clerk's Office.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 6:17 P.M.

APPLICANT REPRESENTATIVE: Robert Conrad, CEO with Escape Vacation Homes, representing the property owner and serving as the property manager and local contact for this property – explained his management process; stated that SB 584 if approved, will go into effect January 1, 2025, and will discourage STVRs in the State due to imposing an additional 15% TOT; explained plans for parking area gravel and driveway improvements; remodel plans for the existing ADUs; does not support special events, but will obtain a City permit if the owner requests it; given the size and location of the property, expects to receive requests for weddings and other events; existence of noise sensors at the property; and the necessity for accountability by property owners and managers.

Council discussed reexamining the special events permitting process and requirements; the pros and cons of conditioning this approval on prohibiting special events until the Council reviews its current Special Event permit provisions; 20 people occupancy limitation on the property under an STVR permit based on the total number of bedrooms that could be permitted (7); and percent of Special Events that occur at properties with STVR permits.

MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 6:37 P.M.

**MOTION** – A motion was made and seconded by Councilmembers Sanchez/Peña to adopt Resolution No. 2024-011 to approve the property located at 51555 Madison Street as a Qualified and Certified Large Lot pursuant to Section 3.25.057 of the La Quinta Municipal Code:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE PROPERTY LOCATED AT 51555 MADISON STREET, LA QUINTA, CALIFORNIA, IDENTIFIED AS ASSESSOR PARCEL NUMBER 777-030-006, AS A “QUALIFIED AND CERTIFIED LARGE LOT” PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE

CASE NUMBER: LARGE LOT QUALIFIED AND CERTIFIED 2024-0003

APPLICANT: ROBERT CONRAD

OWNER: ALAM KHAN / DALIA K PROPERTIES & HOLDINGS, LLC

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

**2. ADOPT RESOLUTION TO APPROVE THE PROPERTY LOCATED AT 51251 AVENIDA OBREGON AS A QUALIFIED AND CERTIFIED LARGE LOT PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE [RESOLUTION NO. 2024-012]**

Senior Permit Technician Loretta presented the staff report, which is on file in the Clerk’s Office.

Council inquired if any special events have been held at the proposed property; staff responded that it was unlikely but would confirm the information; and a total of 130 notices were mailed out to all properties located within 500 feet of the property notifying them of this public hearing, and no comments were received back.

**MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 6:43 P.M.**

**APPLICANT REPRESENTATIVE:** Adi Gross, Owner of PD Vacation Rentals, representing the property owner and serving as the property manager and local contact for this property – said there would be no special events held at this property; intent is to bring back some of the regular clients that have not been able to stay short-term; has a refrigerator magnet with her information for the neighboring properties; tends to get mature clients for the property; parking is on the property, the rental agreement prohibits on-street parking; maximum occupancy allowed per the rental agreement is 8; and willing to add into the rental agreement a prohibition on special events.

**MAYOR EVANS DECLARED THE PUBLIC HEARING CLOSED AT 6:49 P.M.**

**MOTION** – A motion was made and seconded by Councilmembers Sanchez/Peña to adopt Resolution No. 2024-012 to approve the property located at 51251 Avenida Obregon as a Qualified and Certified Large Lot pursuant to Section 3.25.057 of the La Quinta Municipal Code as recommended:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE PROPERTY LOCATED AT 51251 AVENIDA OBREGON, LA QUINTA, CALIFORNIA, IDENTIFIED AS ASSESSOR PARCEL

NUMBER 773-052-035, AS A “QUALIFIED AND CERTIFIED LARGE LOT”

PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE

CASE NUMBER: LARGE LOT QUALIFIED AND CERTIFIED 2024-0002

APPLICANT: ADI GROSS

OWNER: CHRIS RANDALL / CASAB, LLC

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

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

**MAYOR’S AND COUNCIL MEMBERS’ ITEMS**

Councilmember Sanchez reported on his attendance, along with Councilmembers Fitzpatrick, McGarrey, and Mayor Evans at the Employee Appreciation Luncheon.

Councilmember Sanchez report on his attendance at the Boys and Girls Club Annual Gala; representing District 66 on SCAG; State-of-the-Forth-District event; meetings and communications with residents regarding local animal shelters; and former Assemblymember Nestande’s memorial.

Councilmember Peña reported on his and Councilmember McGarrey attendance at the League of California Cities dinner in Corona; Mosquito abatement conference of scientist in Texas; Nick Nigosian’s memorial; and the military appreciation dinner.

Councilmember McGarrey reported on her (and other Members) attendance at a meeting with League of California Cities staff; Coachella Valley Rescue Mission Gala; St. Jude’s signing event; and the Concert in the Park event on March 16, 2024.

Mayor Evans reported on her attendance and presentation for Women Inspiration Day at a pre-opening meeting at the new Rolls Royce dealership; Desert International Horse Park; presented a Proclamation to Joe Rosen upon his retirement; and passage of Measure K bond.

Council directed staff to bring back for consideration as a future Study Session item, a review of the City’s Special Event permit requirements; and requested a presentation to Council by Joshua Tree National Park Superintendent.

**REPORTS AND INFORMATIONAL ITEMS**

La Quinta’s representative for 2024, Mayor Evans reported on her participation in the following organization’s meeting:

- IMPERIAL IRRIGATION DISTRICT COACHELLA VALLEY ENERGY COMMISSION

La Quinta’s representative for 2024, Councilmember Fitzpatrick reported on her participation in the following organization’s meeting:

- RIVERSIDE COUNTY TRANSPORTATION COMMISSION

La Quinta's representative for 2024, Councilmember McGarrey reported on her participation in the following organizations' meetings:

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

La Quinta's representative for 2024, Councilmember Sanchez reported on his participation in the following organization's meeting:

- DESERT SANDS SCHOOL DISTRICT COMMITTEE (Evans & Sanchez)

**CLOSED SESSION** – Continued

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (d) OF SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)**

*COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 7:20 P.M.*

*MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 8:07 P.M. WITH ALL MEMBERS PRESENT*

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

City Attorney Ihrke reported the authorization to initiate litigation as reported out for Closed Session Item No.1 from the February 20, 2024, Council meeting remains in place, and no new action was taken tonight for Closed Session Item No. 1 that requires additional reporting pursuant to Government Code section 54957.1 (Brown Act).

**ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Peña/McGarrey to adjourn at 8:07 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk  
City of La Quinta, California



**SPECIAL JOINT MEETING  
OF THE CITY COUNCIL, BOARDS,  
COMMISSIONS, AND COMMITTEES  
MINUTES  
WEDNESDAY, MARCH 20, 2024**

**CALL TO ORDER**

A special joint meeting of the La Quinta City Council, Boards, Commissions, and Committees was called to order at 5:11 p.m. by Mayor Evans.

**ROLL CALL COUNCIL:**

Present: Councilmembers Fitzpatrick, McGarrey, Peña, Sanchez, Mayor Evans  
Absent: None

**ROLL CALL FINANCIAL ADVISORY COMMISSION (FAC):**

Present: Commissioners Anderson, Batavick, Kiehl, Way, and Chairperson Dorsey  
Absent: Commissioners Mast, Mills

**ROLL CALL PLANNING COMMISSION (PC):**

Present: Commissioners Guerrero, Hassett, Hernandez, McCune, Tyerman, and Chairperson Nieto  
Absent: Commissioner Caldwell

**ROLL CALL HOUSING COMMISSION (HC):**

Present: Commissioners Casto, Pacheco, Paltin, and Chairperson Chapman  
Absent: Commissioner Gaeta-Mejia

**ROLL CALL COMMUNITY SERVICES COMMISSION (CSC):**

Present: Commissioners Blakeley, Chiapperini, Gordon, Shelton, and Chairperson Biondi  
Absent: None

**ROLL CALL CONSTRUCTION APPEALS BOARD (CAB):**

Present: Board Member Venuti  
Absent: Board Members Edwards, Leonhard, and Morris  
Vacancy: One

**ROLL CALL COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT (CVMVCD) BOARD OF TRUSTEES:**

Present: Trustee Peña  
Absent: None

ROLL CALL PALM SPRINGS AIRPORT COMMISSION (PSAC):

Present: None

Absent: Commissioner Hughes

ROLL CALL IMPERIAL IRRIGATION DISTRICT (IID) ENERGY CONSUMERS' ADVISORY COMMITTEE (ECAC):

Present: Committee Members McGarrey and McKinney

Absent: None

ROLL CALL IID COACHELLA VALLEY ENERGY COMMISSION (CVEC):

Present: Commissioner Evans

Absent: None

ROLL CALL COACHELLA VALLEY CONSERVATION COMMISSION – TRAILS MANAGEMENT SUBCOMMITTEE (CVCC TMS):

Vacancies: Two

**CONFIRMATION OF AGENDA** – Confirmed

**PLEDGE OF ALLEGIANCE**

Community Services Commissioner Chiapperini led the audience in the Pledge of Allegiance.

**STUDY SESSION**

**1. UPDATES ON CITY PROJECTS AND DISCUSSION ON CITY-RELATED MATTERS OF MUTUAL INTEREST**

Mayor Evans welcomed all participants to the annual special joint meeting, explained the purpose of the meeting, and thanked all Board, Commission, and Committee Members for their service and contribution.

City Manager McMillen provided a brief summary of the projects and priorities discussed during the annual Community Workshop held on February 22, 2024, which included current efforts to:

- Create a Strategic Plan
- Create a Mission Statement
- Update Core Values

Mr. McMillen explained the Strategic Plan was comprised of 12 Focus Areas, listed below, for the City to address over the next 5-10-15 years; the City is seeking community input and the next discussion meeting will be held on April 25, 2024; the five (5) listed in bold below were discussed at the 2024 Community Workshop:

- **Implement the Re-envisioned Highway 111 Plan**
- **Address IID Lease Expiration, Equipment Needs**

- **Underground Utilities**
- Exemplary Public Safety
- Marketing and Tourism
- Broaden Community Involvement
- Continue to address Affordable Housing Needs
- **Expansion of La Quinta's Boundaries**
- Expand Art in Public Places
- Preserve La Quinta's History
- Enhance Health / Wellness and Recreation Amenities
- **Economic Development**

A summary overview of the City's completed projects and accomplishments over the last year shown at the 2024 Community Workshop was presented via a video.

Finance Director Martinez presented an overview of fiscal year (FY) 2023/24 Finance Department major accomplishments:

- Adopted a balanced budget for FY 2023/24
- Awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association for FY 2021/22
- Completed Measure G Annual Report for FY 2022/23
- Monitored and proactively addressed long-term pension obligations
- Maintained strong reserve levels, which are fully funded to policy targets

Ms. Martinez listed the department's future projects:

- Prepare and implement FY 2024/25 Budget
- Implement new models for long-range financial planning to provide stability to the City through prudent management of financial resources
- Utilize current and emerging technology tools to improve financial transparency and engagement through ease of access to financial information
- Monitor fiscal impacts and federally reimbursable expenses related to Tropical Storm Hilary
- Review current policies and procedures for all areas of Finance and revise as necessary

FAC Chairperson Dorsey provided a brief summary of the FAC's meeting schedule and membership; asked the FAC Members present to introduce themselves; explained the roles and responsibilities of the FAC as prescribed by the La Quinta Municipal Code (LQMC); and enumerated some of the recent projects the FAC has completed.

Public Safety Deputy Director Mendez presented an overview of FY 2023/24 Public Safety Department major accomplishments:

- Completed the 2023 event cycle safely, which included the American Express Golf Tournament, two La Quinta Art Celebrations, BNP Paribas Tennis Tournament, Coachella and Stagecoach festivals, and Indian Wells-La Quinta Ironman 70.3 Triathlon

- Installed 69 FLOCK Cameras (automated license plate reader system) throughout the city to aid in police investigations
- Conducted Community Emergency Response Team (CERT) trainings

Ms. Mendez listed the department's future projects:

- Expand the number of Public Safety outreach events, through neighborhood watch, emergency services, police, and fire
- Continue to provide Emergency Operation Center (EOC) training to staff

Public Works Director/City Engineer McKinney provided an overview of completed and current projects.

Public Works Completed Projects:

- La Quinta X-Park
- La Quinta Landscape – Desert Pride, Sierra Del Rey, and Marbella
- Washington Street at Avenue 50 and Calle Tampico Sidewalk Improvements
- Citywide Public Safety Camera System
- Citywide Striping Refresh
- FY 2021/22 PMP Slurry Seal
- FY 2022/23 PMP Slurry Seal
- Jefferson Street Slurry Seal
- Avenue 50 and 52 Pavement Rehabilitation
- Tropical Storm Hilary Repairs
- Fred Waring Drive Pavement Rehabilitation
- Jefferson Street and Highway 111 Intersection Improvements
- Citywide Miscellaneous Americans with Disabilities Act (ADA) Improvements
- Moon River Drive Rehabilitation
- X-Park Public Safety Camera
- Civic Center Activities Promenade
- Cove Trails Parking Lot Improvements
- La Quinta Village Utility Undergrounding Feasibility Study

Public Works Projects Underway:

- Highway 111 Corridor – Specific Plan and Roadway Design
- La Quinta Cultural Campus
- Highway 111 Pavement Resurfacing – Federal funding process underway
- Dune Palms Road Pavement Rehabilitation – preparing for construction
- South La Quinta Median Landscape – construction continues
- Dune Palms Road Bridge – under construction
- Avenue 50 Bridge – preparing for design
- La Quinta Landscape Renovation – Cactus Flower, under construction
- Fritz Burns Park Improvements – in-design



Design and Development Director Castro explained the Design and Development Department is comprised of planning, building, and the permitting center; and presented an overview of the Department's FY 2023/24 major accomplishments:

- Implemented Tyler EnerGov (a new permitting software)
- Completed a citywide Historic Resources Inventory survey
- Completed fiscal study of La Quinta's Sphere of Influence (SOI)
- Issued building permits for 257 new single-family homes and 58 new apartment units

Mr. Castro provided an overview of future projects:

- Develop a comprehensive training program for Building Inspectors
- Develop processes to improve and streamline the permit/plan review process
- Complete development standards and street design for the Highway 111 Corridor Specific Plan
- Continue to research and conduct community outreach regarding potential annexation of the SOI

PC Chairperson Nieto asked the PC Members present to introduce themselves; and provided an overview of recently approved development projects:

- Chick-Fil-A
- Quick Quack Car Wash
- La Quinta Village Apartments
- Club at Coral Mountain
- Hampton Inn Hotel

Mr. Nieto provided an overview of projects under construction:

- Desert Club Apartments
- Stone Creek
- SolTerra
- Jefferson Street Apartments
- Point Happy

Mr. Nieto provided an overview of the PC's meeting schedule, membership and required qualifications, and roles and responsibilities.

Community Services Deputy Director Calderon presented an overview of FY 2023/24 Community Services Department accomplishments:

- Expanded Wellness Center and X-Park Operations
- Expanded Events and Community Programs
- 11 Art in Public Places Installations
- Updated Community Recognition and Awards criteria and programs

Ms. Calderon presented an overview of Community Services Department future projects:

- Cultural Campus at the La Quinta Museum
- Fritz Burns Park Enhancements

- Youth Advisory Committee
- Art assessment, inventory, and appraisal
- Art in Public Places virtual art tour
- Community Murals/Signal Box Art

Ms. Calderon provided an overview of the CSC meeting schedule and membership; and noted the CSC was recently renamed to the Arts and Community Services Commission (ACSC).

CSC Chairperson Biondi asked the CSC Members present to introduced themselves; explained the roles and responsibilities of the CSC; noted the CSC was recently renamed to the ACSC; and enumerated a few of the ACSC projects and ongoing initiatives.

Director of Business Unit and Housing Development Villalpando provided an update on the City's current economic development and marketing/public information efforts and outreach.

HC Chairperson Chapman provided an overview of the HC meeting schedule, membership and required qualifications; asked the HC Members present to introduce themselves; and explained the roles and responsibilities of the HC.

Mr. Villalpando explained the States Regional Housing Needs Allocation (RHNA) requirements of La Quinta based on the most recent assessment completed in 2021, which covers the planning period of October 2021 through October 2029, and imposed a requirement for the City to build approximately 1,500 additional housing units in the next 8 years.

General discussion followed regarding the formula the State uses to establish RHNA requirements for cities; high costs associated with building affordable housing; land available for affordable housing projects; the growing need for affordable housing in general as well as for seniors; and State tax credits to help fund and develop affordable housing projects are no longer available.

City Manager McMillen thanked all Board, Commission, and Committee Members for their service and contribution to the City.

Mayor and Councilmembers provided a brief summary of their history in the Coachella Valley and their individual roles and responsibilities in representing the City by serving on several regional, county, and state agencies that collaborate to provide public services and infrastructure improvements for the Coachella Valley.

Mayor Evans and Councilmembers thanked the Board, Commission, and Committee Members for their time, commitment, and dedication to La Quinta, and noted the importance of each Member's service and involvement.

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

**COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES MEMBERS' ITEMS** – None

**ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to adjourn at 6:51 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk  
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

**AGENDA TITLE:** ADOPT RESOLUTION TO SET COMPENSATION FOR CITY BOARDS, COMMISSIONS, AND COMMITTEES

### RECOMMENDATION

Adopt a resolution to set compensation for City Boards, Commissions, and Committees.

### EXECUTIVE SUMMARY

- Compensation for City Boards, Commissions, and Committees (B/C) was last updated in 2003; however, it remains relevant based on a 2023 polling of boards and commissions compensation of other agencies (Attachment 1).
- Several B/C have been amended or disbanded since 2003. The proposed resolution will: (1) align current B/C names with Title 2 of La Quinta Municipal Code (LQMC), (2) reaffirm current B/C compensation, and (3) remove limitation on monthly maximum compensation.

### FISCAL IMPACT

No change of B/C compensation is proposed, thus there is no additional fiscal impact. B/C compensation is budgeted annually.

### BACKGROUND/ANALYSIS

City B/C compensation was last updated in 2003, via Resolution Nos. 2003-071 and 2003-078, setting the compensations listed below for the following B/Cs:

Board, Commission, Committee	Per Meeting Compensation	Max. Monthly Compensation	Comments
Planning Commission	\$ 100.00	\$ 200.00	No change
Architectural & Landscaping Review Board	\$ 75.00	\$ 75.00	Disbanded in 2016
Cultural Arts Commission	\$ 75.00	\$ 75.00	Disbanded in 2016
Arts & Community Services Commission (formerly Community Services Commission)	\$ 75.00	\$ 75.00	Renamed in 2024
Historic Preservation Commission	\$ 75.00	\$ 75.00	Disbanded in 2016
Financial Advisory Commission (formerly Investment Advisory Board)	\$ 75.00	\$ 75.00	Renamed & expanded in 2017
Palm Springs Airport Commission	\$ 75.00	\$ 75.00	No change

On August 5, 2003, Council adopted Resolution No. 2003-071 increasing the compensation for Planning Commission (PC) members from \$25 to \$100 per meeting, with a monthly maximum of \$200.

On August 19, 2003, Council adopted Resolution No. 2003-078 increasing the compensation for members of the following Boards and Commissions from \$25 to \$75 per meeting, with a monthly maximum of \$75:

- Architectural and Landscaping Review Committee (ALRC) / Board (ALRB)
- Cultural Arts Commission
- Community Services Commission (CSC)
- Historic Preservation Commission (HPC)
- Investment Advisory Board (IAB)
- Palm Springs Airport Commission (PSAC)

Since 2003, there have been several updates to the B/C types and membership briefly summarized below:

- PC was expanded in 2016, from five (5) to seven (7) members, and restructured to require architectural expertise of the two (2) additional members to streamline the design review process;
- ARLC was renamed to ALRB in 2013; the ALRB was disbanded in 2016 as architectural expertise was incorporated into the PC's membership to streamline the design review process;
- CAC was disbanded in 2005;
- CSC was renamed to the Arts and Community Services Commission in 2024, to better represent the purview and duties of the members;
- HPC was disbanded in 2016 to streamline the development review process;
- IAB was renamed to the Financial Advisory Commission (FAC) in 2016, expanded from five (5) to seven (7) members, and tasked with providing Measure G oversight;
- PSAC – no change.

In 2023, Staff conducted research of B/C compensation of neighboring jurisdictions in the Coachella Valley as well as other California local agencies, the results of which are included as Attachment 1. The research shows that La Quinta's current B/C compensation aligns with other agencies; thus, no change of compensation is proposed. The proposed resolution will merely update B/C names to align with Title 2 of the LQMC and will remove the limitation on monthly maximum compensation.

The City also has the Board of Appeals, established via Ordinance 114, adopted on October 20, 1987, which was subsequently renamed to the Construction Board of Appeals (CBA) via Ordinance 516, adopted on July 16, 2013. The CBA meets as needed to address matters brought forth pursuant to Title 8 – Buildings and Construction of the LQMC; has met three times in the last 10 years; and does not receive compensation.

The Housing Commission (HC), established via Ordinance No. 473, adopted on October 20, 2009, which added Chapter 2.80 Housing Commission to the LQMC, is within the Housing Authority (HA) purview and can be scheduled for HA consideration if directed. LQMC Section 2.80.050 sets HC compensation at \$50 per member / per meeting, with a monthly maximum of \$50.

### ALTERNATIVES

Council may elect to adopt the proposed resolution reaffirming current B/C compensation; or may elect to amend the proposed resolution by increasing or decreasing current B/C compensation.

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

Attachment: 1. Boards and Commissions Compensation Chart

**RESOLUTION NO. 2024 – XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LA QUINTA, CALIFORNIA, SETTING THE  
COMPENSATION FOR CITY BOARDS, COMMISSIONS  
AND COMMITTEES**

**WHEREAS**, the City Council sets the compensation for City Boards, Commissions and Committees by ordinance or resolution, as indicated in La Quinta Municipal Code Section 2.06.060; and

**WHEREAS**, the City Council wishes to establish compensation for Board, Commission and Committee members.

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

SECTION 1. The City Council hereby approves per meeting compensation for members of the following Boards, Commissions, and Committees:

Planning Commission	\$100
Arts and Community Services Commission	\$ 75
Financial Advisory Commission	\$ 75
Palm Springs Airport Commission	\$ 75
Construction Board of Appeals	\$ 0

SECTION 2. Resolution Nos. 2003-071 and 2003-078, and all prior resolutions establishing compensation for City Boards, Commissions, and Committees, are hereby superseded.

SECTION 3. This Resolution shall go into effect upon adoption.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the La Quinta City Council held on this 2nd day of April, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



Resolution No. 2024 – xxx  
Boards, Commissions, and Committees Compensation  
Adopted: April 2, 2024  
Page 2 of 2

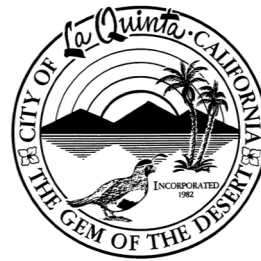
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LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

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MONIKA RADEVA, City Clerk  
City of La Quinta, California



**APPROVED AS TO FORM:**

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

Survey conducted 2023

City	\$ Per meeting	Limits on # of payments per month?	Planning Commission	Housing Commission	Arts & Community Services Commission	Financial Advisory Commission	Architectural Review Board	Public Safety Commission	Design Review Board	Parks & Recreation	Senior Citizen Commission	Library Advisory Commission	Misc. B&C
La Quinta	See list		\$ 100.00	\$ 50.00	\$ 75.00	\$ 75.00							
Desert Hot Springs	\$ 100.00	no	\$ 100.00					\$ 100.00					
Palm Springs	No Compensation	n/a											
Cathedral City	No Compensation	n/a											
Rancho Mirage	No Compensation	n/a											
Palm Desert	No Compensation	n/a											
Indian Wells	No Compensation	n/a											
Indio	\$ 100.00	no	\$ 100.00		\$ 100.00	\$ 100.00							\$ 100.00
Coachella	No Response												
Buena Park	\$ 25.00	Planning - 2 mtgs/month Others - 1 mtg/month	\$ 25.00										\$ 25.00
Carpinteria	See list	no	\$ 60.00				\$ 25.00					\$ 30.00	
Cerritos	See list	Monthly stipend	\$ 300.00		\$ 100.00					\$ 100.00			
Corona	\$50.00	Monthly stipend											
Costa Mesa	See list	Monthly stipend	\$ 400.00							\$ 100.00			
Farmersville	Only Planning	Monthly stipend	\$ 50.00										
Fowler	See list		\$ 50.00							\$ 25.00			\$ 25.00
Fullerton	Only Planning	2 mtgs/month	\$ 75.00										
Grand Terrace	Only Planning	Monthly stipend	\$ 50.00										
Irwindale	See list	1 mtg/month	\$ 200.00							\$ 175.00	\$ 100.00		
Laguna Beach	See list	Monthly stipend	\$ 392.00		\$ 137.00			\$ 392.00					
Lake Elsinore	See list		\$ 100.00										\$ 100.00
Montclair	See list	Planning \$125/bimonthly meeting Community Activities \$50/monthly meeting	\$ 125.00										\$ 50.00
Monterey	\$ 25.00	NTE \$75/mo: Planning, Architectural, Historic Preservation, Parks & Rec, Library, Museums  NTE \$50/mo: Appeals Hearing, Bldg & Housing Appeals, Disabled Access	\$ 25.00				\$ 25.00			\$ 25.00		\$ 25.00	\$ 25.00
Moorpark	See list	Planning: Max. \$200/month Library: Max. \$50/month Arts: Max. \$300/FY Parks & Rec: Max \$200/month	\$ 100.00		\$ 50.00					\$ 100.00		\$ 50.00	
San Dimas	Only Planning	Monthly stipend	\$ 50.00										
Scotts Valley	See list	Monthly stipend	\$ 150.00							\$ 75.00			
Truckee	Only Planning	Monthly stipend	\$ 400.00										
Upland	Only Planning	Max. of \$200/month	\$ 100.00										
Yorba Linda	Only Planning	Max. of \$120/month	\$ 60.00										
Antioch	No Compensation	n/a											
Fairfax	No Compensation	n/a											
Laguna Hills	No Compensation	n/a											
Manhattan Beach	No Compensation	n/a											
Monrovia	No Compensation	n/a											
Pacific Grove	No Compensation	n/a											
Pacifica	No Compensation	n/a											
Portola	No Compensation	n/a											
Rio Dell	No Compensation	n/a											
Santa Clara	No Compensation	n/a											
Santa Cruz	No Compensation	n/a											
Sunnyvale	No Compensation	n/a											
Windsor	No Compensation	n/a											

# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

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**AGENDA TITLE:** APPROVE MEMORANDUM OF UNDERSTANDING WITH THE COACHELLA VALLEY CONSERVATION COMMISSION AND THE COUNTY OF RIVERSIDE TO COMPLETE THE TRANSFER OF CONSERVATION OBJECTIVES REGARDING THE PENINSULAR BIGHORN SHEEP BARRIER PROJECT

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### RECOMMENDATION

Approve Memorandum of Understanding with the Coachella Valley Conservation Commission and the County of Riverside, to complete the Transfer of Conservation Objectives regarding the Peninsular bighorn sheep barrier project.

### EXECUTIVE SUMMARY

- The La Quinta portion of the Peninsular bighorn sheep (PBS) fence was completed in February 2024. Due to the chosen alignment of the fence, some habitat will be inaccessible to PBS. The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) provides for mitigation of the loss of PBS habitat in conservation areas that can occur with a Transfer of Conservation Objectives, or transfer of “take,” to compensate for the loss of habitat resulting from the fence construction.
- Under the CVMSHCP, Permittees including participating cities in Riverside County have an allocation of habitat “take” or authorized disturbance for covered species which allows for limited development in conservation areas.
- The Coachella Valley Conservation Commission (CVCC) is proposing a Memorandum of Understanding (MOU) with the City and Riverside County in order to complete the transfer of take.

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

The La Quinta portion of the PBS fence was constructed to address urban-related impacts of PBS accessing artificial food sources and water in urbanized areas, and was completed in February 2024. The fence alignment generally runs along the foot of the Santa Rosa Mountains (Exhibit B), however, a portion of the alignment behind PGA West and the Coachella Canal was moved further up the mountain, which was one of the alternative

routes proposed, resulting in approximately 194 acres of habitat that will be inaccessible to the PBS.

The CVMSHCP provides for loss of habitat in conservation areas through transfers of “take”, or authorized disturbance. Each permittee has an allotment of take for covered species to allow limited development in conservation areas. The City’s allotment is 159 acres. The CVCC is asking that the City transfer 119 acres of the allotment, leaving 40 acres for future development. The transfer would remove the development potential from the 119 acres and “use up” that available authorized disturbance.

As the City’s portion of the transfer does not account for the entire acreage of habitat loss, the CVCC is requesting Riverside County to transfer 75 acres of their 683 acre allotment to make up the entire 194 acres needed. The CVCC is proposing an MOU in order to complete the transfer (Attachment 1).

The transfer would include approximately 120 individual parcels of private land in PBS Recovery Region 3, the same area where the fence has been constructed. It is unlikely that the reduction of take will negatively impact the City as many of these parcels have very limited development potential. Since adoption of the CVMSHCP in 2008, no acreage has been disturbed in the City.

## ALTERNATIVES

No alternative action is recommended.

Prepared by: Cheri Flores, Planning Manager  
Approved by: Danny Castro, Design and Development Director  
Attachment: 1. Draft Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF RIVERSIDE, THE CITY OF LA QUINTA, AND THE COACHELLA  
VALLEY CONSERVATION COMMISSION  
CONCERNING THE TRANSFER OF CONSERVATION OBJECTIVES FOR  
COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN  
REGARDING THE LA QUINTA BIGHORN SHEEP BARRIER PROJECT**

This Memorandum of Understanding (“MOU”) is made as of March 25, 2024, by and between the County of Riverside (“County”), the City of La Quinta (“City”), and the Coachella Valley Conservation Commission (“CVCC”) (collectively the “Parties”) to set forth an agreement concerning the transfer of conservation objectives as described under the Coachella Valley Multiple Species Habitat Conservation Plan (the “CVMSHCP”) for the La Quinta Peninsular Bighorn Sheep Barrier Project (“Project”).

**RECITALS**

**WHEREAS**, the Coachella Valley Conservation Commission (“Commission”) is a public agency of the State of California formed by a Joint Exercise of Powers Agreement; and

**WHEREAS**, the Commission implements the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan (CVMSHCP or “Plan”) on behalf of the City of La Quinta (“the City”), the County of Riverside (“County”), and other “Permittees” covered under the CVMSHCP; and

**WHEREAS**, the County and the City desire to cooperate to meet the conservation and development objectives provided within the framework of the CVMSHCP; and

**WHEREAS**, the primary means of conservation under the Plan is the acquisition and management of Plan conservation lands; and

**WHEREAS**, the La Quinta Peninsular Bighorn Sheep Barrier Project (“Project”) is located within the corporate limits of the City of La Quinta, Riverside County, and is within or contiguous to the Santa Rosa and San Jacinto Mountains Conservation Area of the Plan; and

**WHEREAS**, due to completion of Environmental Impact Report SCH #2016021102 (Resolution 19-006), pursuant to the California Environmental Quality Act (“CEQA”) (Public Res. Code, § 21000 et seq.), the State CEQA Guidelines (14 CCR § 15000 et seq.), and the Commission’s Local CEQA Guidelines; the Commission finds that no further CEQA review is necessary for this action; and

**WHEREAS**, the Project is preventing Peninsular Bighorn Sheep from harm and death by providing a barrier to golf courses, residential areas, and the Coachella Canal; and

**WHEREAS**, the Transfer of Conservation Objectives is a mechanism in the Coachella Valley Multiple Species Habitat Conservation Plan to compensate for the loss of habitat for covered species; and

**WHEREAS**, the La Quinta Peninsular Bighorn Sheep Barrier Project (“Project”) requires that the CVCC shall mitigate the loss of access to designated Peninsular bighorn sheep habitat resulting from the implementation of the Project through a Transfer of Conservation Objectives consistent with the requirements of the CVMSHCP and in accordance with Section 20.4.3.D of the CVMSHCP Implementing Agreement; and

**WHEREAS**, the Coachella Valley Conservation Commission is acting as the Lead Agency for CEQA responsible for portions of the Project adjacent to PGA WEST and the Lake Cahuilla County Regional Park, as well as portions of the fence adjacent to the Tradition Golf Course; and

**WHEREAS**, the Project is depicted on Exhibit “A,” attached hereto and incorporated herein by reference. The Project is currently located within the City’s jurisdiction. The City needs up to 194 acres and only has 119 acres that can be dedicated for the installation of the fence; and

**WHEREAS**, the Project is located within the “Santa Rosa and San Jacinto Mountains Conservation Area” as defined under the CVMSHCP. Section 4.3.21 of the CVMSHCP establishes Conservation Objectives for the Santa Rosa and San Jacinto Mountains Conservation Area and “Required Measures” to avoid, minimize, and mitigate Take in the Area. Since the CVMSHCP was approved by all permittees, development within the Santa Rosa and San Jacinto Mountains Conservation Area must be consistent with the identified Conservation Objectives and Required Measures; and

**WHEREAS**, the Plan requires that roughly 90% of certain habitats within each Conservation Area that are not already conserved must be preserved through acquisition, deed restriction, or conservation easement. The roughly 10% of habitat that is available for development within each Conservation Area as a whole and within each jurisdiction is referred to herein as the area’s “Take Allocation;” and

**WHEREAS**, Section 6.12.3 of the CVMSHCP provides for a Transfer of Conservation Objectives “for conserved natural communities and/or identified Covered Species between Conservation Areas or between Recovery Zones in the Santa Rosa and San Jacinto Mountains Conservation Area.” Such a transfer is a Minor Amendment Requiring Wildlife Agencies’ Concurrence and must meet criteria outlined in Section 6.12.3; and

**WHEREAS**, pursuant to the CVMSHCP, 75 acres of the County’s Take Allocation is requested by CVCC to be transferred to the City within the Santa Rosa and San Jacinto Mountains Conservation Area, Recovery Zone 3, as depicted on Exhibit “B.” Approximately 512 acres of Take Allocation is currently available and allocated to the County within Recovery Zone 3 of that Conservation Area. The City wishes to ensure that adequate Take Allocation is available for the Project and that such Take Allocation will be transferred to it to keep the City and the County in compliance with the CVMSHCP permit; and

**WHEREAS**, the United States Fish and Wildlife Service and the California Department of Fish and Game (collectively the “Wildlife Agencies”) have requested completion of the Transfer before the completion of the Project, to keep in compliance with the Mitigation, Monitoring, and Reporting Program under the Final Environmental Impact Report, and adopted by Resolution 19-006 by CVCC in April 2019.

**NOW, THEREFORE,** all Parties do hereby set forth their mutual representations, commitments, and understandings regarding the following:

1. The County, the City, and CVCC concur that up to 194 acres of bighorn sheep habitat Take Allocation will be needed to complete the Project.
2. The City has 159 acres of Take Allocation available in Recovery Zone 3. 40 acres need to be held as 25 % Reserve, leaving only 119 acres available for the Project.
3. The County has 683 acres of Take Allocation available in Recovery Zone 3. 171 acres will be held as 25% Reserve, leaving 512 acres available for Take Allocation. The County agrees to transfer 75 acres of Take Allocation in the Santa Rosa and San Jacinto Mountains Conservation Area to the City as needed for the development of the Project. Such transfer shall occur within one (1) year of the effective date of this MOU.
4. Together, the Project's need for 194 acres of Take Allocation shall consist of the combination of 159 acres of Take Allocation from the City along with the 75 acres of Take Allocation transferred from the County.
5. The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the Agreement. Without limiting the foregoing, Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement.
6. This MOU constitutes the entirety of the agreement between the County and the City as for the matters contained herein and it supersedes any other agreement, oral, written or otherwise.
7. This MOU shall be governed by the laws of the State of California.
8. This MOU shall be binding on all parties, their heirs, successors in interest, and assigns.
9. If any provision of this MOU is determined to be unenforceable in any respect by a court of competent jurisdiction, such unenforceability shall not affect any other provision herein, and this MOU shall be construed as if such unenforceable provision had not been contained herein.
10. This MOU may be executed in counterparts, each of which will be deemed an original, but all such counterparts together shall constitute one document.
11. If any action is brought for the purpose of enforcing or interpreting any of the terms of this MOU, the prevailing party shall be entitled to recover reasonable attorney fees and costs in that action, in addition to any other relief which may be granted.

**IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the date first written above.**

COUNTY OF RIVERSIDE

CITY OF LA QUINTA

By: \_\_\_\_\_  
Chair  
Riverside County Board of Supervisors

By: \_\_\_\_\_  
Mayor, City of La Quinta

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

COACHELLA VALLEY CONSERVATION  
COMMISSION

By: \_\_\_\_\_  
Chair  
Coachella Valley Conservation Commission

Date: \_\_\_\_\_, 2024

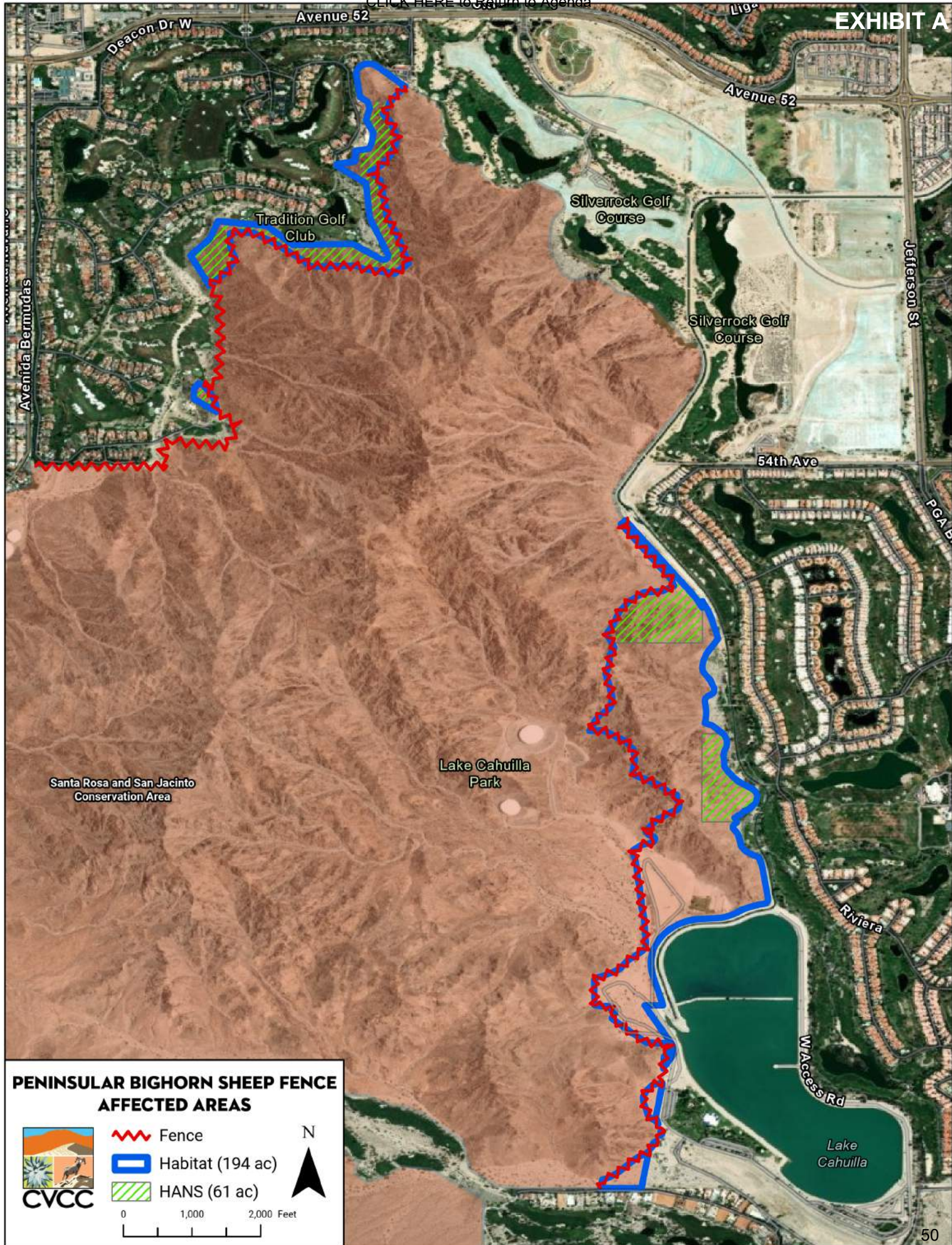


**EXHIBIT "A"**

**Figure A – PBS Fence Affected Areas**

See following page.





**PENINSULAR BIGHORN SHEEP FENCE  
AFFECTED AREAS**



-  Fence
-  Habitat (194 ac)
-  HANS (61 ac)



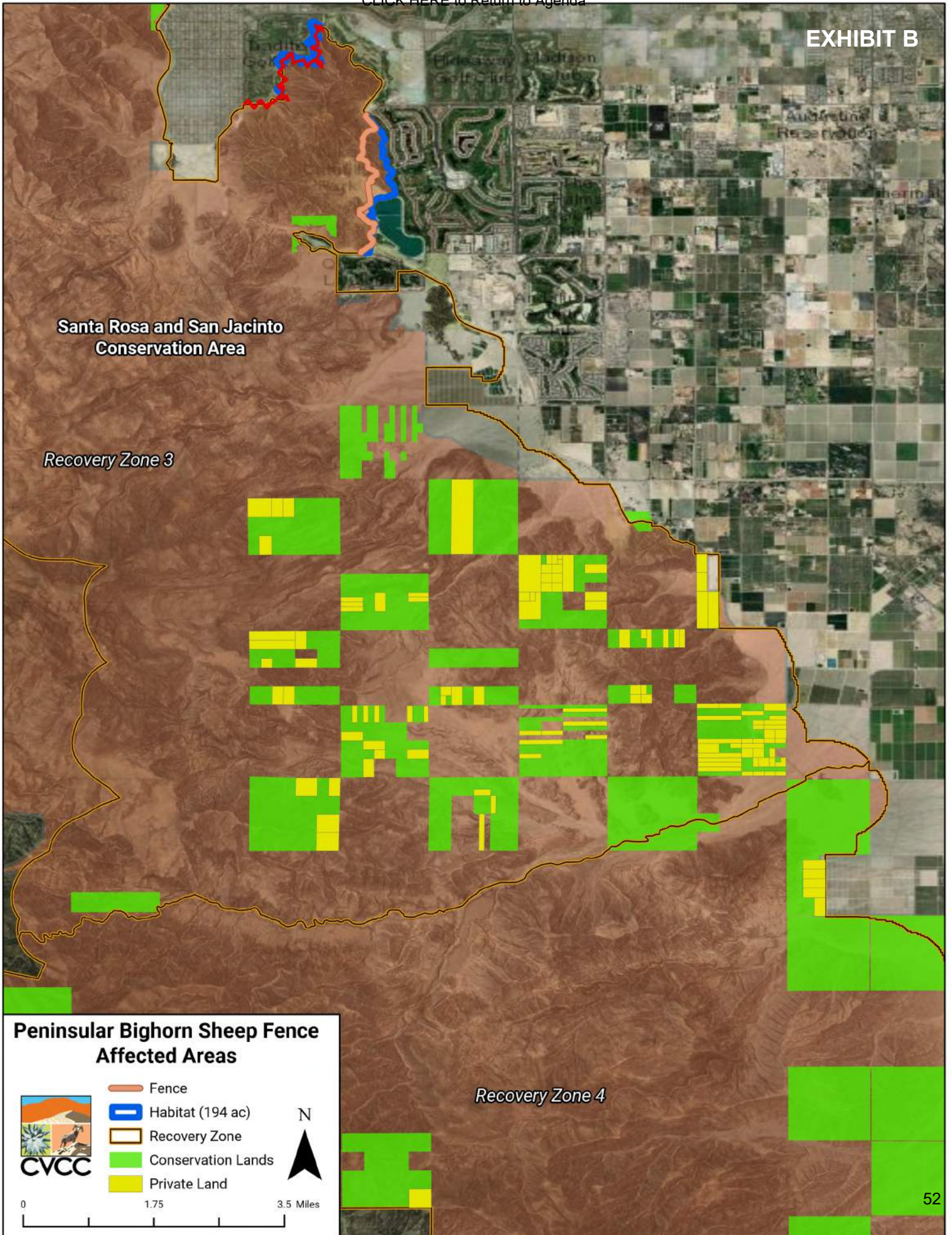
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## **EXHIBIT "B"**

### **Figure B – Recovery Zone 3 & 4 Affected Areas**

See following page.



Santa Rosa and San Jacinto Conservation Area

Recovery Zone 3

Recovery Zone 4

### Peninsular Bighorn Sheep Fence Affected Areas



-  Fence
-  Habitat (194 ac)
-  Recovery Zone
-  Conservation Lands
-  Private Land



# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

**AGENDA TITLE:** APPROVE AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES WITH INTERWEST CONSULTING GROUP FOR ON-CALL BUILDING CODE PLAN REVIEW AND INSPECTION SERVICES TO INCREASE THE CONTRACT AUTHORITY FOR UP TO \$415,000 IN FISCAL YEAR 2023/24

### RECOMMENDATION

Approve Amendment No. 1 to Agreement for Contract Services with Interwest Consulting Group for on-call building code plan review and inspection services to increase the contract authority for up to \$415,000 in fiscal year 2023/24; and authorize the City Manager to execute the amendment.

### EXECUTIVE SUMMARY

- In June 2023, following a request for proposals (RFP), Council approved a three-year agreement with Interwest Consulting Group (Interwest), to provide building code plan review and inspection services (Services) for a total not to exceed amount of \$290,000 per fiscal year (FY).
- Due to high levels of building permit activity and staffing vacancies, contract services are required to assist with the demand.
- Amendment No. 1 (Amendment) requests to increase the not to exceed amount for FY 2023/24 from \$290,000 to \$415,000 due to the additional support necessary to provide the Services.

### FISCAL IMPACT

If approved, Amendment No. 1 would increase the not to exceed amount for Interwest from \$290,000 to \$415,000 for FY 2023/24 only; funds will be requested in the FY 2023/24 Budget Report for the Building Division Plan Checks account 101-6003-60118. The not to exceed amount for the remainder of the agreement initial and any extended terms shall remain as originally approved at \$290,000 per FY.

<b>Initial Term:</b>	<b>Budget</b>
FY 2023/24	<del>\$ 290,000</del> <b>\$ 415,000</b>
FY 2024/25	\$ 290,000
FY 2025/26	\$ 290,000
<b>Possible Extended Term:</b>	
FY 2026/27	\$ 290,000
FY 2027/28	\$ 290,000
<b>TOTAL:</b>	<b>\$ 1,575,000</b>



## **BACKGROUND/ANALYSIS**

The City's on-call building plan review and inspection services encompass review of structural design and calculations, construction and occupancy type, means of egress, access and egress for persons with disabilities, electrical and plumbing design, adequate lighting, ventilation and energy conservation, and fire/life safety systems.

In May 2023, staff issued an RFP for the Services; received 12 proposals; and on June 20, 2023, Council approved three-year agreements, with a possible two-year term extension, with the four best qualified consultants – Interwest, Bureau Veritas, HR Green Pacific, and 4Leaf Inc., for a combined amount not to exceed \$290,000 per FY, allowing staff to utilize any of the four consultants for the Services.

Interwest has been the primary consultant utilized since 2023 as they were able to provide onsite staffing to accommodate high levels of building permit activity while staffing vacancies were being filled.

The proposed increase in spending authority under the Amendment will allow staff to continue to utilize Interwest through the remainder of FY 2023/24.

## **ALTERNATIVES**

Council may elect not to approve the Amendment.

Prepared by: AJ Ortega, Building Official  
Approved by: Danny Castro, Design and Development Director

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

**AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES  
WITH INTERWEST CONSULTING GROUP**

This Amendment No. 1 ("Amendment 1") to Agreement for Contract Services ("Agreement") is made and entered into as of the 2<sup>nd</sup> day of April, 2024, ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and INTERWEST CONSULTING GROUP ("Contracting Party").

**RECITALS**

WHEREAS, on or about July 1, 2023, the City and Contracting Party entered into an Agreement to provide On-Call Building Plan Review and Inspection Services, for a total not to exceed amount of \$290,000 per fiscal year; and

WHEREAS, City and Contracting Party mutually agree to amend Section 2.1 Contract Sum of the Agreement to increase the not to exceed amount for Year 1 in the Initial Term by an additional \$125,000 due to additional demand for these services based on high workload; the fiscal year 2023/24 total not to exceed amount is \$415,000.

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

**AMENDMENT**

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

1. Section 2.1 Contract Sum of the Agreement, is amended to read as follows:

Section 2.1 – Contract Sum of the Agreement. For the services rendered pursuant to this Agreement, Contracting Party shall be compensated in a total amount not to exceed **Four Hundred Fifteen and Thousand Dollars (\$415,000) for Year 1 of the Initial Term, and Two Hundred and Ninety Thousand Dollars (\$290,000) per year for the remaining life of the Agreement, encompassing Years 2 & 3 of the Initial and any Extended Terms (the "Contract Sum")**, except as provided in Section 1.7.

2. Exhibit B – Schedule of Compensation is amended to read as listed in attached Exhibit B, incorporated herewith by this reference.

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

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

**CITY OF LA QUINTA**  
a California municipal corporation

**INTERWEST CONSULTING GROUP, INC.**

\_\_\_\_\_  
JON McMILLEN, City Manager  
City of La Quinta, California

\_\_\_\_\_  
Paul Meschino, President  
Interwest Consulting Group, Inc.  
[pmeschino@interwestgrp.com](mailto:pmeschino@interwestgrp.com)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
David Kniff, Assistant Secretary  
Interwest Consulting Group, Inc.  
[Dkniff@esgil.com](mailto:Dkniff@esgil.com)

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
City of La Quinta, California

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

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



## Exhibit B

### Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is **Four Hundred and Fifteen Thousand Dollars (\$415,000) for Year 1 of the Initial Term, and Two Hundred and Ninety Thousand Dollars (\$290,000) per year for the remaining life of the Agreement, encompassing Years 2 & 3 of the Initial and any Extended Terms.** Contracting Party expressly acknowledges and agrees that the Contract Sum in this Agreement is the annual aggregate total amount covering this Agreement, that certain Agreement for Contract Services by and between the City and Esgil, and that certain Agreement for Contract Services by and between the City and HR Green Pacific, Inc., of or about even date as this Agreement, such that the Contract Sum as defined herein is the maximum amount available for services provided under all three agreements. The Contract Sum may be paid to Contracting Party in an amount identified in Contracting Party's schedule of compensation attached hereto for work tasks performed and properly invoices by Contracting Party in conformance with Section 2.2 of this Agreement.

#### Initial Term:

FY 2023/24 – not to exceed \$415,000

FY 2024/25 – not to exceed \$290,000

FY 2025/26 – not to exceed \$290,000

#### Extended Term:

FY 2026/27 – not to exceed \$290,000

FY 2027/28 – not to exceed \$290,000

[CLICK HERE to Return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

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**AGENDA TITLE:** APPROVE AGREEMENT FOR CONTRACT SERVICES WITH TRITON TECHNOLOGY SOLUTIONS, INC. TO IMPLEMENT CABLECAST TECHNOLOGY TO RECORD, STREAM, AND ARCHIVE PUBLIC MEETINGS VIDEOS, AND RELATED MAINTENANCE AND SUPPORT SERVICES

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### RECOMMENDATION

Approve Agreement for Contract Services with Triton Technology Solutions, Inc. to implement Cablecast technology to record, stream, and archive public meetings videos, and related maintenance and support services; and authorize the City Manager to execute the agreement.

### EXECUTIVE SUMMARY

- The City has video streamed Council meetings since 2015, and began streaming Commission meetings in 2020 due to COVID-19 pandemic.
- In 2015 the City contracted with Fisher Integrated, Inc. (Fisher) to record, stream, host, and archive public meeting videos; the vendor will not be renewing the City's contract upon its expiration on June 30, 2024.
- Staff recommends executing an Agreement for Contract Services (Agreement) (Attachment 1) with Triton Technology Solutions, Inc. (Triton) to implement Cablecast technology to allow staff to record, livestream, and archive videos of public meetings.

### FISCAL IMPACT

Anticipated cost is \$45,000, which includes a contingency of about \$2,700. Funds are available in fiscal year (FY) 2023/24 Machinery and Equipment and Maintenance Agreements Account Nos. 502-0000-80100 and 502-0000-60300, respectively.

### BACKGROUND/ANALYSIS

In 2015, following a request for proposals (RFP), the City upgraded the audio and visual (AV) control system in the Council Chamber, which was installed in 1993 when the building was constructed.

Following the upgrade, in September 2015, the City contracted with Fisher, formerly 12-Miles Out, to provide recording, livestreaming, and archival of Council meetings videos, and related maintenance and support services. In April 2020, the City expanded Fisher's scope of services to capture all public meetings, including City boards and commissions, to ensure transparency and facilitate virtual public participation required due the COVID-19 pandemic, which triggered the declaration of statewide and local emergencies in March 2020 and resulted in the temporary closure of public facilities. The City has continued to record, livestream, and archive all public meetings after the reopening of public facilities as citizens have become accustomed to these services, which also offer closed caption in English.

The Chamber AV system was upgraded again in 2022 by Triton who was awarded the contract following an RFP in 2021.

On February 26, 2024, Fisher provided notification that will not be renewing its contract with the City upon its expiration on June 30, 2024. Contract costs for the last 5 years have ranged between \$20,000 and \$24,000 per year, as costs are dependent on the number of public meetings held.

In accordance with the City's Purchasing Policy, Staff procured written proposals and reviewed several video recording, streaming, and archival service options for public meetings, including AV Capture All, CivicPlus, Cablecast, and two separate Granicus products, and evaluated them on the basis of service options and capabilities, accessibility, and cost. Granicus products costs are the highest ranging between \$40,000 and \$60,000 per year, but provide a comprehensive suite of services to completely outsource the process; and AV Capture All and CivicPlus averaged approximately \$8,000 per year each, but most of the work would have to be completed in-house by staff, and the existing video archive, currently comprised of approximately 350 video recordings, would require re-indexing of all time-stamps and closed caption upon its transfer to the new streaming platform.

While each option is a viable alternative, Cablecast is the only option that gives the City full ownership and control of the video archive and related meeting indexing, provides an automated option to transfer all indexing properties, and would eliminate the need to transition and possibly index the City's existing video archive again in the future if a change in service provider occurs. Cablecast requires installation and integration with the City's AV system in order to allow staff to self-administer these services, and must be implemented by an AV vendor, as proposed by Triton.

Immediate implementation of these services is imperative to allow sufficient time to procure and install the hardware components and test the system simultaneously while the existing services are still in place, to ensure continuity of current video recording, streaming, and archival of public meetings the City offers.

Staff seeks Council approval to execute the proposed Agreement, for a not to exceed amount of \$45,000, which includes a minor contingency of approximately \$2,700 should anything unexpected arise. The quote included as Exhibit A to the Agreement is as follows:

- One-time cost to purchase and install the hardware (lines 1, 8, 9, & 10) for \$20,534.
- One-time shipping cost for the hardware components for \$168.48.
- One-time cost to migrate the existing video archive (line 5) for \$6,475.
- Annual re-occurring costs for software support and cloud-based storage of \$6,713 (lines 3 and 4 at \$2,813 and \$3,900, respectively).
- Hardware maintenance subscription covering a 4-year period (line 2) for \$1,398.
- Closed caption services in English for 1,000-hour block at \$3,500 (line 6), estimated to cover approximately a 3-to-4-year period.
- Closed caption translations services in Spanish for 1,000-hour block at \$3,500 (line 7), estimated to cover approximately a 3-to-4-year period – this is a new service the City will be able to provide to citizens that was not available through its current vendor.

Based on the proposed pricing, re-occurring annual Cablecast costs average \$8,813.

### ALTERNATIVES

Council may elect not to approve this agreement or approve the agreement with modifications; however, due to the immediate need to implement a new service option to ensure continuity of services, staff does not recommend these options.

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

Attachment: 1. Agreement with Triton to implement Cablecast technology for recording, streaming, and archiving videos of public meetings.

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the “Agreement”) is made and entered into by and between the CITY OF LA QUINTA, (“City”), a California municipal corporation, and Triton Technology Solutions, Inc., with a place of business at 32234 Paseo Adelanto, Suite E-1, San Juan Capistrano, CA 92675 (“Contracting Party”). The parties hereto agree as follows:

### 1. SERVICES OF CONTRACTING PARTY.

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

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

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

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

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

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

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee.

Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

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

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed Forty Five Thousand Dollars (\$45,000) ("Contract Sum"), for the life of the Agreement, encompassing the Initial and any Extended Terms (the "Contract Sum"), except as provided in Section 1.7. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

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

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this



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

### 3. PERFORMANCE SCHEDULE.

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

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

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

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on April 2, 2024, and terminate on July 31, 2024 ("Initial Term").

4. COORDINATION OF WORK.

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

- (a) Kristen Tetherton, President  
Telephone No.: (949) 388 – 3919  
Email: [Kristen@TritonTech.tv](mailto:Kristen@TritonTech.tv)
  
- (b) Gus Allmann, Chief Technology Officer  
Telephone No.: (619) 990 – 2409  
Email: [Gus@TritonTech.tv](mailto:Gus@TritonTech.tv)

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

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

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

transfer shall release Contracting Party of any liability hereunder without the express consent of City.

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

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

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

5. INSURANCE.

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

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

6. INDEMNIFICATION.

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

7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party's performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned designee, of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and

enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.6 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.7 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

## 8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long

as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

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

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

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

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

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

authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

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

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

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

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

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.



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

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

10. MISCELLANEOUS PROVISIONS.

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

To City:

CITY OF LA QUINTA  
Attn: Monika Radeva, City Clerk  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

Triton Technology Solutions, Inc.  
Attn: Kristen Tetherton  
32234 Paseo Adelanto, Suite E-1  
San Juan Capistrano, CA 92675

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LA QUINTA,  
a California Municipal Corporation

TRITON TECHNOLOGY SOLUTIONS, INC.

\_\_\_\_\_  
JON McMILLEN, City Manager  
City of La Quinta, California

\_\_\_\_\_  
Kristen Tetherton, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
City of La Quinta, California

APPROVED AS TO FORM:

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

## Exhibit A

### Scope of Services

Triton proposals attached

CUSTOMER: City of La Quinta

ADDRESS:

CONTACT: Laurie McGinley

PHONE #:

EMAIL:



TECHNOLOGY SOLUTIONS

BECAUSE TECHNOLOGY NEVER ENDS

32234 Paseo Adelanto Suite E-1 San Juan Capistrano, CA 92675  
 phone: 949.388.3919 | fax: 866.275.9175  
 www.TritonTechnologySolutions.com | contractor's license #951869

QUOTE DATE: March 25, 2024

PROPOSAL #: La Quinta Cablecast BOM\_V2

## EXHIBIT A SCOPE OF SERVICES

ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<b>CABLECAST PROJECT</b>						
1	1	Cablecast	CBL-VIOSTREAM-PRO	Cablecast VIOSTREAM Server - 10TB RAID5. Web-centric 1x1 VOD and Live Streaming Solution in a 3 RU chassis. Streams H.264 HLS Adaptive bitrate to mobile devices, OTT and desktops. Pulls in and records NDI, RTP, RTMP, RTSP, SRT and HLS streams as well as SDI. Includes Cablecast Automation, scheduling and CG Software. Includes graphics, crawl, bug, and bug text on streaming output. No SDI output. Upgradeable to SDI playout with VIO OMNI Upgrade.Redundant power, 10TB RAID5 Content and 256GB RAID1 OS drives. 3 year hardware warranty and system commissioning included.	\$13,969.00	\$13,969.00
2	1	Cablecast	CBL-VIOSTREAM-PRO-HA	Annual hardware assurance subscription for the CBL-VIOSTREAM-PRO. First 3 years are included with the purchase. <b>This would cover the 4th year.</b>	\$1,398.00	\$1,398.00
3	1	Cablecast	CBL-PLATINUM-2	Cablecast Platinum Assurance for up to 2 I/O. Annual support subscription for 2 I/O systems. After-hours support, overnight loaner shipment, upgrade assistance for software releases, shadow server support, Active Directory Support, and two hours of training per year. Also includes premium features only available with Gold or Platinum Assurance. This subscription is required for all customers that don't allow TeamViewer. VIO2 = 2 I/O. <b>This is an annual support cost.</b>	\$2,813.00	\$2,813.00
4	1	Cablecast	Cablecast REFLECT Plus	Annual Cloud-based Reflection service with cloud-based storage and delivery operating in conjunction with both Cablecast Live and Cablecast VOD software. Content is pushed to REFLECT+ eliminating the need to open a port in your Firewall. Includes full closed captioning text search with video indexing. Also includes 2TB of storage. Additional storage available in 1TB increments. Serves a virtually unlimited number of live and VOD streams over the web, OTT and Mobile apps. Includes up to 3 live streaming Channels. <b>Must be renewed annually.</b>	\$3,900.00	\$3,900.00
5	1	Cablecast	ENGINEERING	5 Days of Engineering Time for Data Migration - Worst case is to scrape data from website. If current contractor can provide data that is easily digestible this will be reduced	\$6,475.00	\$6,475.00
6	1	Cablecast	CABLECAST CLOSED CAPTIONING - 1000 HOUR BLOCK	Pricing for a 1000 hour block of the Cablecast Closed Captioning Service. Supports live captioning of meetings and events as well as on-demand captioning of video files. Runs on both Cablecast VIO and FLEX video servers, as well as VIO Stream. Users can input custom vocabularies for increased accuracy.	\$3,500.00	\$3,500.00
7	1	Cablecast	CBL-CCTranslate-1000	A 1000 hour block of the Cablecast Closed Captioning Translation service. Supports both live and filebased closed captioning translations for broadcast as well as web/mobile/OTT content delivery. In a broadcast environment, English, Spanish, French, Portuguese, Italian, German, and Dutch are supported. For on-demand captioning of video files, which pass through to web/mobile/OTT content, 72 different languages are supported. Only applicable for Cablecast Software Version 7.7 and higher. Must have Cablecast Closed Captioning services enabled. Can be used with non-Cablecast sidcar files.	\$3,500.00	\$3,500.00
8	4	Cablecast	CBL-SVC-PH-HRLY	One hour of scheduled online training, installation assistance, guidance, or targeted help in utilizing Cablecast, Cablecast CG and REFLECT. Needs to be <b>scheduled 2 weeks in advance.</b>	\$100.00	\$400.00
9	1	Triton	Materials	Installation materials includes cables, connectors, cable labels, rack screws, solder, tie wraps and other consumables required for the installation of the able equipment.	\$65.00	\$65.00
10	1	Triton	Labor	Labor to install and commission above hardware. Includes updating system drawings.	\$6,100.00	\$6,100.00
<b>TERMS AND CONDITIONS:</b> 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. Intentionally omitted.					<b>SUBTOTAL:</b>	<b>\$42,120.00</b>
					<b>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):</b>	<b>\$168.48</b>
					<b>TAX @:</b>	<b>\$0.00</b>
					<b>CALIFORNIA E-WASTE RECYCLE FEE:</b> \$4.00/Monitor 4" - 14.99" \$5.00/Monitor 15"-34.99" \$6.00/Monitor 35" or larger	<b>\$0.00</b>

CUSTOMER: City of La Quinta ADDRESS:		 <p><b>TRITON</b> TECHNOLOGY SOLUTIONS BECAUSE TECHNOLOGY NEVER ENDS</p>		QUOTE DATE: March 25, 2024  PROPOSAL #: La Quinta Cablecast BOM_V2		
CONTACT: Laurie McGinley PHONE #:		32234 Paseo Adelanto Suite E-1   San Juan Capistrano, CA 92675 phone: 949.388.3919   fax: 866.275.9175 www.TritonTechnologySolutions.com   contractor's license #951869				
EMAIL:						
ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.						
				TOTAL:		\$42,288.48

ADDENDUM TO AGREEMENT  
Re: Scope of Services

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

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City,

its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

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

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

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

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



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

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

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

Exhibit B  
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed Forty Five Thousand Dollars (\$45,000) ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in installment payments made on a monthly basis and in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

Exhibit C  
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, no later than June 30, 2024.

Exhibit D  
Special Requirements

None

Exhibit E  
Insurance Requirements

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

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

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

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

Auto Liability Additional Insured  
Personal Auto Declaration Page if applicable

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

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

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

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

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

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

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

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

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

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

- e. Liability arising from the failure to render professional services.

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

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

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

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

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

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

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the

right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

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

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

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

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

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

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

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

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the



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

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

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

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

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

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

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

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a

given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

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

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

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

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

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

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

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

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

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

**AGENDA TITLE:** APPROVE PLANS, SPECIFICATIONS, ENGINEER’S ESTIMATE, AND ADVERTISE FOR BID THE CITYWIDE SLURRY SEAL IMPROVEMENTS PROJECT NO. 2023-16, LOCATED IN VARIOUS LOCATIONS

### RECOMMENDATION

Approve plans, specifications, engineer’s estimate, and authorize staff to bid the Citywide Slurry Seal Improvements Project No. 2023-16, located in various locations.

### EXECUTIVE SUMMARY

- The Fiscal Year 2023/24 Pavement Management Plan (PMP) improvements include over 2,500,000 feet of slurry (Attachment 1).
  - Avenida Ramirez: over 345,000 square feet of slurry and dig-outs;
  - Avenida Vallejo: over 345,000 square feet of slurry and dig-outs;
  - Avenida Herrera: over 345,000 square feet of slurry and dig-outs;
  - Avenida Velasco: over 335,000 square feet of slurry and dig-outs;
  - Eisenhower Drive (between Calle Tecate and Avenida Fernando): over 835,000 square feet of slurry, dig-out, and striping bike lanes with buffers; and
  - Additive Alternate - Avenue 60 (between Madison Street and Monroe Street): over 340,000 square feet of slurry, dig-outs, and striping bike lanes with buffers.

### FISCAL IMPACT

The 2023/24 Capital Improvement Program (CIP) allocates \$1,500,000 of General Funds with \$597,000 in carry-over funding. The following is the project budget:

	<b>Total Budget*</b>
Design/Professional:	\$ 75,000
Construction:	\$ 1,827,000
Inspection/Testing/Survey:	\$ 20,000
Contingency:	\$ 175,000
<b>Total Budget:</b>	<b>\$ 2,097,000</b>

\*Note: After bids are open Staff may request additional funds to include the additive alternate. The additive alternate is from the PMP but due to an increase in construction costs are not currently funded.

### BACKGROUND/ANALYSIS

The PMP funds improvements to maintain and upgrade City roadways. The PMP is divided into phases and the City typically implements PMP projects during the summer, when traffic congestion is less. This fiscal year's improvements will slurry over 2,500,000 square feet of pavement and include minor pothole hole repair and minor striping improvements. The striping improvements mostly include better delineation for the bike lanes and add green paint backgrounds.

Contingent upon approval to advertise the project for bid on April 2, 2024, the following is the project schedule:

Council Bid Authorization	April 2, 2024
Bid Period	April 3, 2024 to May 1, 2024
Council Considers Project Award	May 7, 2024
Execute Contract and Mobilize	May 7 to June 3, 2024
Construction (40 Working Days)	June 3 to July 30, 2024
Accept Improvements	August 2024

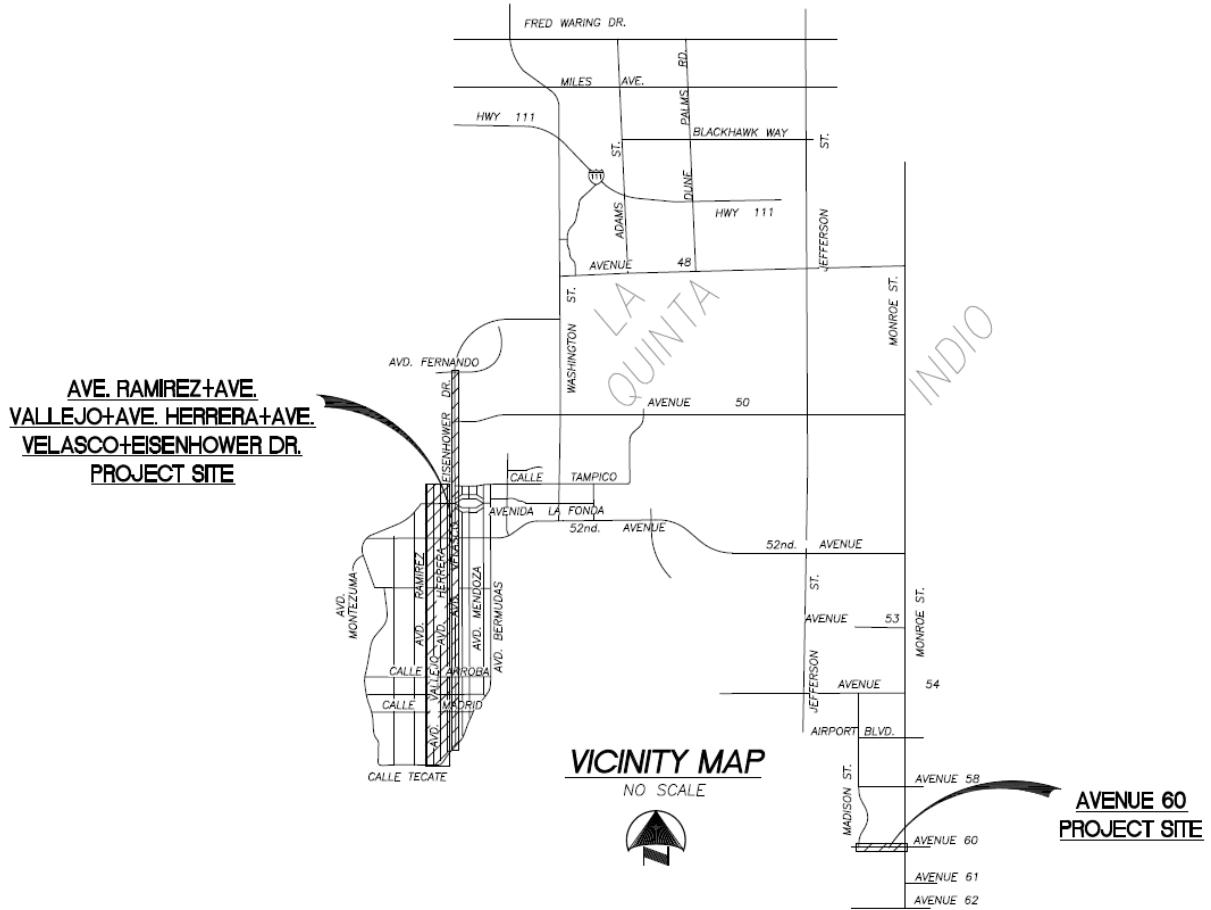
### ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Julie Mignogna, Management Analyst  
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer  
Attachment: 1. Vicinity Map

## Attachment 1

### FY 2023/24 Pavement Management Plan Improvements



[CLICK HERE to Return to Agenda](#)



# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

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**AGENDA TITLE:** ACCEPT OFF-SITE IMPROVEMENTS ASSOCIATED WITH THE SIGNATURE RESIDENTIAL DEVELOPMENT (TRACT MAP NO. 36537-1) LOCATED WITHIN PGA WEST DEVELOPMENT ON PGA BOULEVARD

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### RECOMMENDATION

Accept the off-site improvements associated with The Signature residential development, Tract Map No. 36537-1; authorize staff to release performance security; and direct staff to release the labor and materials security 90 days after Council acceptance of the improvements.

### EXECUTIVE SUMMARY

- The Signature is a residential project located within the PGA West development on PGA Boulevard (Attachment 1).
- The developer has requested release of the performance, labor and materials securities.
- Since all off-site improvements have been completed, staff recommends acceptance, and release of the performance, labor and materials securities.

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

The developer has completed all off-site improvements required by Tract Map No. 36537-1. The improvements include curb and gutter, pavement, and signing and striping on PGA Boulevard. Staff inspected the off-site improvements and verified they meet City-approved plans and standards.

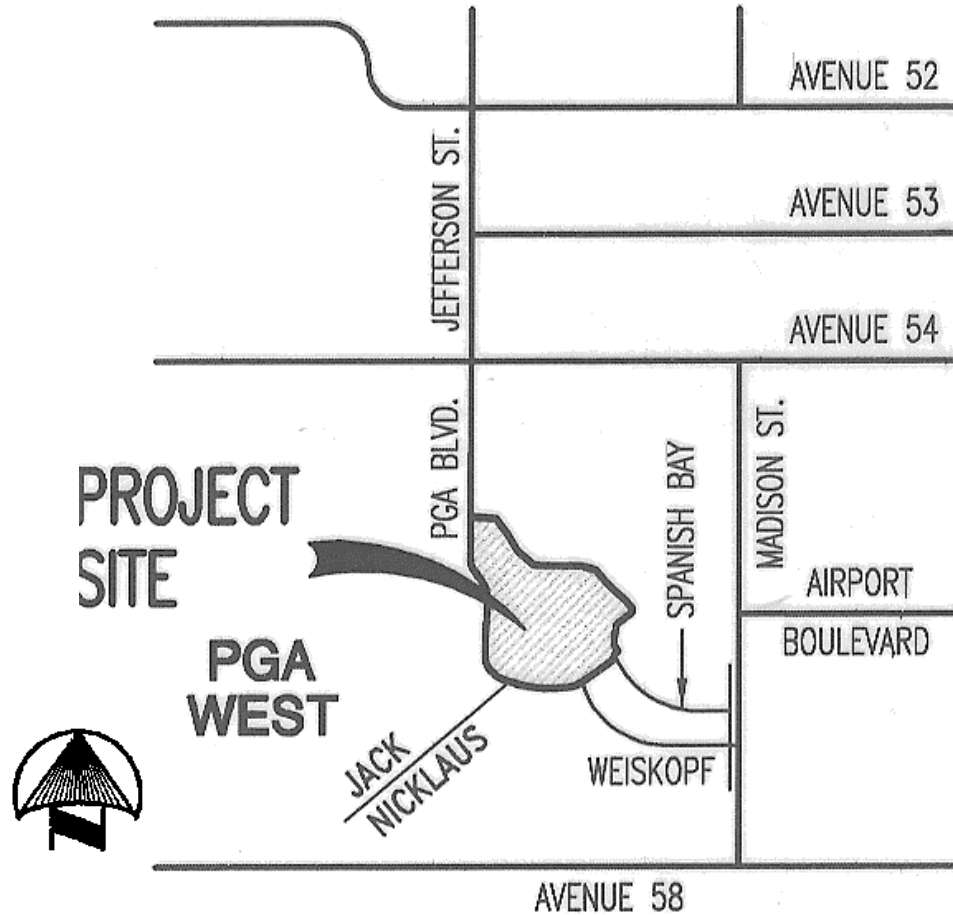
### ALTERNATIVES

Accepting improvements is a ministerial action necessary for the release of improvement securities. Since the improvements have been inspected and meet City standards, staff does not recommend an alternative action.

Prepared by: Amy Yu, Associate Engineer  
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

Attachment: 1. Vicinity Map

# TM 36537-1 THE SIGNATURE



## VICINITY MAP

NOT TO SCALE

# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

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**AGENDA TITLE:** AUTHORIZE OVERNIGHT TRAVEL FOR TWO COUNCILMEMBERS TO ATTEND THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY 2024 ELECTED OFFICIALS SUMMIT IN HUNTINGTON BEACH, CALIFORNIA, MAY 14-16, 2024

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### RECOMMENDATION

Authorize overnight travel for two Councilmembers, to attend the California Joint Powers Insurance Authority 2024 Elected Officials Summit in Huntington Beach, California, May 14-16, 2024.

### EXECUTIVE SUMMARY

- The California Joint Powers Insurance Authority (CJPIA) is holding a two-and-a-half-day education summit (Summit) for elected officials with over three years of service to provide insight about effective and ethical leadership training.
- Led by local government experts, this Summit will provide attendees the opportunity to participate in education sessions, discussion forums and network with Authority staff, subject matter experts and other elected officials throughout the state.

### FISCAL IMPACT

Estimated expenses are \$400 per attendee, which includes travel and meals; there are no registration or lodging costs for public officials of CJPIA member agencies. Funds are available in the City Council travel and training account (No. 101-1002-60320).

### BACKGROUND/ANALYSIS

CJPIA works to develop long-term strategies to mitigate the growing and ever-changing risks public agencies may encounter. An Executive Committee, elected by members and guided by the CJPIA's mission to provide innovative risk management solutions, provides strategic oversight while professional staff of experienced risk mitigation experts facilitate day-to-day management and execute on key priorities and programs.

This two-and-a-half-day summit will allow participants to get insight and information on effective and ethical leadership training. The Summit also provides many opportunities to network with other elected officials and industry professionals.

## ALTERNATIVES

Council may deny this travel request or reduce the number of attendees. However, the topics covered at the Summit provide the opportunity for officials to stay abreast of trends and issues that impact City liability insurance.

Prepared by: Jennifer Nelson, Executive Specialist  
Approved by: Jon McMillen, City Manager

# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

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**AGENDA TITLE:** AUTHORIZE OVERNIGHT TRAVEL FOR CITY MANAGER TO ATTEND THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY 2024 EXECUTIVE SUMMIT IN SAN DIEGO, CALIFORNIA, APRIL 9-11, 2024

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### RECOMMENDATION

Authorize overnight travel for the City Manager to attend the California Joint Powers Insurance Authority 2024 Executive Summit in San Diego, California, April 9-11, 2024.

### EXECUTIVE SUMMARY

- The California Joint Powers Insurance Authority (CJPIA) is holding an all-new Executive Summit (Summit) tenured for city managers and agency chief executives to provide a platform for networking, learning and sharing information about establishing a culture of risk management.
- This Summit will provide attendees the opportunity to participate in education sessions, discussion forums and networking.

### FISCAL IMPACT

Estimated expenses are \$400, which includes travel and meals; there are no registration or lodging costs for public officials of CJPIA member agencies. Funds are available in the City Council travel and training account (No. 101-1002-60320).

### BACKGROUND/ANALYSIS

CJPIA works to develop long-term strategies to mitigate the growing and ever-changing risks public agencies may encounter. An Executive Committee, elected by members and guided by the CJPIA's mission to provide innovative risk management solutions, provides strategic oversight while professional staff of experienced risk mitigation experts facilitate day-to-day management and execute on key priorities and programs.

This all-new event is a two-day academy that allows participants to discuss and learn about emerging trends and risks that include how to best mitigate them through shared experiences of seasoned executives in attendance, and the importance of the relationships between executives, elected officials and department heads who mitigate risks.

## ALTERNATIVES

Council may deny this travel request, however, the topics covered at the Summit provide the opportunity for city managers to come away with a better understanding of the role of CJPIA in assisting with the mitigation of risk along with available resources and tools at their disposal.

Prepared by: Jennifer Nelson, Executive Specialist  
Approved by: Jon McMillen, City Manager

# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

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**AGENDA TITLE:** EXCUSE ABSENCES OF COMMISSIONERS CASTO AND GAETA-MEJIA FROM THE MARCH 13, 2024, QUARTERLY HOUSING COMMISSION MEETING

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### RECOMMENDATION

Excuse absences of Commissioners Virginia Casto and Veronica Gaeta-Mejia from the March 13, 2024, quarterly Housing Commission meeting.

### EXECUTIVE SUMMARY

- Commissioner Casto requested to be excused from the March 13, 2024, Housing Commission meeting due to previously scheduled travel. Commissioner Casto has one excused absence for fiscal year 2023/24.
- Commissioner Gaeta-Mejia requested to be excused from the March 13, 2024, Housing Commission meeting due to an illness. Commissioner Gaeta-Mejia has no excused or unexcused absences for fiscal year 2023/24.

### FISCAL IMPACT

No meeting attendance compensation is paid to absent members.

### BACKGROUND/ANALYSIS

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

### ALTERNATIVES

Council may deny one or both requests, which would result in the absence being counted toward each Commissioner's limitation on absences as noted above.

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

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# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

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**AGENDA TITLE:** RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED JANUARY 31, 2024

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### RECOMMENDATION

Receive and file revenue and expenditure report dated January 31, 2024.

### EXECUTIVE SUMMARY

- The report summarizes the City's year-to-date (YTD) revenues and period expenditures for January 2024 (Attachment 1).
- These reports are also reviewed by the Financial Advisory Commission.

**FISCAL IMPACT** – None

### BACKGROUND/ANALYSIS

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

Original Total Budget – represents revenue and expenditure budgets the Council adopted in June 2023 for fiscal year (FY) 2023/24.

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

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

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

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

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

**Top Five Revenue/Income Sources for January**

General Fund		Non-General Fund	
Property Tax	\$ 3,764,286	County Government Revenue <sup>(1)</sup>	\$ 5,138,906
Transient Occupancy Tax (TOT)	\$ 1,438,795	Highway Bridge Program (Dune Palms Reimbursement)	\$ 2,101,680
Measure G Sales Tax	\$ 1,227,838	SilverRock Green Fees	\$ 773,179
Sales Tax	\$ 979,253	Lighting and Landscape District Assessments	\$ 526,449
STVR Registratin Fee	\$ 116,750	Allocated Interest	\$ 466,743

**Top Five Expenditures/Outlays for January**

General Fund		Non-General Fund	
Visit Greater Palm Springs	\$ 97,348	Capital Improvement Program - Construction <sup>(2)</sup>	\$ 1,401,019
Marketing & Tourism Promotions	\$ 70,425	SilverRock Maintenance	\$ 180,404
Parks Landscape Maintenance Contract	\$ 67,311	Computers	\$ 92,071
Parks Maintenance Services	\$ 35,789	Housing Authority Rental Expenses	\$ 89,905
Electricity/Utilities	\$ 33,044	Capital Improvement Program - Design <sup>(3)</sup>	\$ 87,086

<sup>(1)</sup>Dedicated revenue from the Redevelopment Property Tax Trust Fund (RPTTF) for Successor Agency semi-annual debt service obligations.

<sup>(2)</sup>CIP Construction: Fred Waring pavement rehab; Dune Palms bridge

<sup>(3)</sup>CIP Design: Cultural Campus and Hwy 111 corridor

	<u>January 2024 Revenues</u>			<u>Comparison to 2023</u>	
	MTD	YTD	Percent of Budget	YTD	Percent of Budget
General Fund (GF)	\$8,098,606	\$27,038,689	34.45%	\$27,980,061	38.05%
All Funds	\$17,883,690	\$62,070,114	32.00%	\$51,225,634	27.76%
	<u>January 2024 Expenditures</u>			<u>Comparison to 2023</u>	
	MTD	YTD	Percent of Budget	YTD	Percent of Budget
General Fund	\$1,469,790	\$25,199,937	25.45%	\$20,773,149	20.06%
Payroll (GF)	\$779,926	\$6,758,820	50.48%	\$7,571,730	54.87%
All Funds	\$4,243,154	\$70,794,239	31.02%	\$50,649,776	22.93%

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

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

Prepared by: Rosemary Hallick, Principal Management Analyst

Approved by: Claudia Martinez, Finance Director

Attachment: 1. Revenue and Expenditure Report for January 31, 2024



For Fiscal: 2023/24 Period Ending: 01/31/2024

### Revenue Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	78,478,100	78,478,100	8,098,606	27,038,689	-51,439,411	34.45%
105 - DISASTER RECOVERY FUND	15,000	15,000	0	-8,794	-23,794	58.63%
201 - GAS TAX FUND	2,458,600	2,458,600	144,340	1,428,430	-1,030,170	58.10%
202 - LIBRARY & MUSEUM FUND	2,922,000	2,922,000	399	-7,346	-2,929,346	0.25%
203 - PUBLIC SAFETY FUND (MEASURE G)	2,500	2,500	0	-179	-2,679	7.17%
210 - FEDERAL ASSISTANCE FUND	156,000	336,349	0	180,347	-156,002	53.62%
212 - SLESA (COPS) FUND	101,500	101,500	8,333	32,906	-68,594	32.42%
215 - LIGHTING & LANDSCAPING FUND	2,992,000	2,992,000	526,449	2,542,766	-449,234	84.99%
220 - QUIMBY FUND	50,000	50,000	0	0	-50,000	0.00%
221 - AB 939 - CALRECYCLE FUND	70,000	70,000	7,220	22,255	-47,745	31.79%
223 - MEASURE A FUND	2,028,000	2,028,000	298,842	765,905	-1,262,095	37.77%
225 - INFRASTRUCTURE FUND	500	500	0	-17	-517	3.41%
226 - EMERGENCY MANAGEMENT PERFORMANCE INFLUENT (EMPGI)	12,500	12,500	0	0	-12,500	0.00%
227 - STATE HOMELAND SECURITY PROGRAMS (SHSP)	5,000	5,000	0	0	-5,000	0.00%
230 - CASp FUND, AB 1379	20,500	20,500	1,416	9,159	-11,341	44.68%
231 - SUCCESSOR AGCY PA 1 RORF	0	0	5,138,963	5,152,975	5,152,975	0.00%
235 - SO COAST AIR QUALITY FUND	55,000	55,000	13,506	13,431	-41,569	24.42%
237 - SUCCESSOR AGCY PA 1 ADMIN	0	0	0	-165	-165	0.00%
241 - HOUSING AUTHORITY	1,401,500	1,401,500	155,278	1,108,190	-293,310	79.07%
243 - RDA LOW-MOD HOUSING FUND	30,000	30,000	0	-3,375	-33,375	11.25%
247 - ECONOMIC DEVELOPMENT FUND	20,000	20,000	3,207	51,019	31,019	255.10%
249 - SA 2011 LOW/MOD BOND FUND (Refinance 2016)	1,423,000	1,423,009	0	38,877	-1,384,132	2.73%
250 - TRANSPORTATION DIF FUND	1,520,000	1,520,000	8,018	132,534	-1,387,466	8.72%
251 - PARKS & REC DIF FUND	751,500	751,500	4,212	105,241	-646,259	14.00%
252 - CIVIC CENTER DIF FUND	501,500	501,500	2,460	36,903	-464,597	7.36%
253 - LIBRARY DEVELOPMENT DIF	100,000	100,000	794	11,116	-88,884	11.12%
254 - COMMUNITY & CULTURAL CENTERS DIF	252,500	252,500	1,912	25,900	-226,600	10.26%
255 - STREET FACILITY DIF FUND	1,000	1,000	0	-71	-1,071	7.10%
256 - PARK FACILITY DIF FUND	100	100	0	-7	-107	6.69%
257 - FIRE PROTECTION DIF	151,500	151,500	738	10,944	-140,556	7.22%
259 - MAINTENANCE FACILITIES DIF FUND	101,000	101,000	626	9,985	-91,015	9.89%
270 - ART IN PUBLIC PLACES FUND	154,000	154,000	3,257	75,628	-78,372	49.11%
275 - LQ PUBLIC SAFETY OFFICER	2,500	2,500	0	1,953	-547	78.12%
299 - INTEREST ALLOCATION FUND	0	0	466,743	3,880,465	3,880,465	0.00%
310 - LQ FINANCE AUTHORITY DEBT SERVICE	1,100	1,100	0	0	-1,100	0.00%
401 - CAPITAL IMPROVEMENT PROGRAMS	17,950,700	89,820,762	2,149,829	12,268,779	-77,551,983	13.66%
405 - SA PA 1 CAPITAL IMPRV FUND	1,500	1,500	0	-5	-1,505	0.36%
501 - FACILITY & FLEET REPLACEMENT	1,685,000	1,685,000	21,790	775,064	-909,936	46.00%
502 - INFORMATION TECHNOLOGY	2,256,708	2,256,708	3,275	1,542,301	-714,407	68.34%
503 - PARK EQUIP & FACILITY FUND	470,000	470,000	0	496,660	26,660	105.67%
504 - INSURANCE FUND	1,362,230	1,362,230	0	680,073	-682,157	49.92%
601 - SILVERROCK RESORT	5,277,950	5,277,950	835,004	3,233,811	-2,044,139	61.27%
602 - SILVERROCK GOLF RESERVE	87,000	87,000	0	81,446	-5,554	93.62%
760 - SUPPLEMENTAL PENSION PLAN	6,000	6,000	0	4,931	-1,069	82.18%
761 - CERBT OPEB TRUST	20,000	20,000	0	100,758	80,758	503.79%
762 - PARS PENSION TRUST	100,000	100,000	-11,528	230,630	130,630	230.63%
<b>Report Total:</b>	<b>123,608,488</b>	<b>197,045,908</b>	<b>17,883,690</b>	<b>62,070,114</b>	<b>-134,975,794</b>	<b>31.50%</b>

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

For Fiscal: 2023/24 Period Ending: 01/31/2024

### Expenditure Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	72,828,750	99,002,131	1,469,790	25,199,937	73,802,193	25.45%
201 - GAS TAX FUND	2,802,400	4,811,461	83,958	1,741,615	3,069,847	36.20%
202 - LIBRARY & MUSEUM FUND	2,240,160	4,934,483	34,470	386,150	4,548,333	7.83%
203 - PUBLIC SAFETY FUND (MEASURE G)	0	41,687	0	9,687	32,000	23.24%
210 - FEDERAL ASSISTANCE FUND	156,300	336,649	0	180,349	156,300	53.57%
212 - SLESA (COPS) FUND	100,000	100,000	0	22,230	77,770	22.23%
215 - LIGHTING & LANDSCAPING FUND	3,186,915	3,353,915	224,571	1,337,485	2,016,430	39.88%
220 - QUIMBY FUND	0	445,176	0	0	445,176	0.00%
221 - AB 939 - CALRECYCLE FUND	150,000	150,000	7,400	93,153	56,847	62.10%
223 - MEASURE A FUND	1,865,000	4,810,319	7,806	2,602,239	2,208,080	54.10%
226 - EMERGENCY MANAGEMENT PERFORMANCE INCENTIVE (EMPGI)	0	12,000	0	9,950	2,050	82.92%
227 - STATE HOMELAND SECURITY PROGRAMS (SHSP)	5,500	5,000	0	0	5,000	0.00%
230 - CASp FUND, AB 1379	5,500	5,500	0	0	5,500	0.00%
231 - SUCCESSOR AGCY PA 1 RORF	0	0	0	15,000,437	-15,000,437	0.00%
235 - SO COAST AIR QUALITY FUND	54,000	54,000	15,255	25,316	28,684	46.88%
237 - SUCCESSOR AGCY PA 1 ADMIN	0	0	3,250	5,850	-5,850	0.00%
241 - HOUSING AUTHORITY	1,596,340	1,996,340	127,500	1,143,182	853,158	57.26%
243 - RDA LOW-MOD HOUSING FUND	250,000	300,000	0	0	300,000	0.00%
247 - ECONOMIC DEVELOPMENT FUND	31,500	31,500	0	20,405	11,095	64.78%
249 - SA 2011 LOW/MOD BOND FUND (Refinance 2016)	2,600,000	3,824,192	0	3,582,426	241,766	93.68%
250 - TRANSPORTATION DIF FUND	550,000	1,669,775	0	401,335	1,268,440	24.04%
251 - PARKS & REC DIF FUND	650,000	1,121,285	0	7,715	1,113,570	0.69%
252 - CIVIC CENTER DIF FUND	0	249,925	0	0	249,925	0.00%
253 - LIBRARY DEVELOPMENT DIF	15,000	15,000	0	0	15,000	0.00%
254 - COMMUNITY & CULTURAL CENTERS DIF	0	125,000	0	0	125,000	0.00%
259 - MAINTENANCE FACILITIES DIF FUND	180,000	180,000	0	0	180,000	0.00%
270 - ART IN PUBLIC PLACES FUND	233,000	742,711	16,859	60,772	681,939	8.18%
310 - LQ FINANCE AUTHORITY DEBT SERVICE	1,100	1,100	0	0	1,100	0.00%
401 - CAPITAL IMPROVEMENT PROGRAMS	17,950,700	84,998,963	1,540,405	12,747,172	72,251,790	15.00%
501 - FACILITY & FLEET REPLACEMENT	1,448,750	2,331,044	44,462	287,068	2,043,976	12.31%
502 - INFORMATION TECHNOLOGY	3,082,620	3,277,620	178,876	1,247,429	2,030,191	38.06%
503 - PARK EQUIP & FACILITY FUND	2,242,200	3,092,200	21,650	674,423	2,417,777	21.81%
504 - INSURANCE FUND	1,118,000	1,118,000	196	1,106,612	11,388	98.98%
601 - SILVERROCK RESORT	5,034,993	5,034,993	464,023	2,869,707	2,165,286	57.00%
760 - SUPPLEMENTAL PENSION PLAN	12,850	12,850	0	12,833	17	99.87%
761 - CERBT OPEB TRUST	1,800	1,800	0	782	1,018	43.46%
762 - PARS PENSION TRUST	30,000	30,000	2,683	17,979	12,021	59.93%
<b>Report Total:</b>	<b>118,084,878</b>	<b>228,216,619</b>	<b>4,243,154</b>	<b>70,794,239</b>	<b>157,422,380</b>	<b>31.02%</b>

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

Fund Descriptions		
Fund #	Name	Notes
101	General Fund	The primary fund of the City used to account for all revenue and expenditures of the City; a broad range of municipal activities are provided through this fund.
105	Disaster Recovery Fund	Accounts for use of one-time federal funding designed to deliver relief to American workers and aid in the economic recovery in the wake of COVID-19. The American Rescue Plan Act (ARPA) was passed by Congress in 2021 to provide fiscal recovery funds to state and local governments.
201	Gas Tax Fund	Gasoline sales tax allocations received from the State which are restricted to street-related expenditures.
202	Library and Museum Fund	Revenues from property taxes and related expenditures for library and museum services.
203	Public Safety Fund	General Fund Measure G sales tax revenue set aside for public safety expenditures.
210	Federal Assistance Fund	Community Development Block Grant (CDBG) received from the federal government and the expenditures of those resources.
212	SLESF (COPS) Fund	Supplemental Law Enforcement Services Funds (SLESF) received from the State for law enforcement activities. Also known as Citizen's Option for Public Safety (COPS).
215	Lighting & Landscaping Fund	Special assessments levied on real property for city-wide lighting and landscape maintenance/improvements and the expenditures of those resources.
220	Quimby Fund	Developer fees received under the provisions of the Quimby Act for park development and improvements.
221	AB939 Fund/Cal Recycle	Franchise fees collected from the city waste hauler that are used to reduce waste sent to landfills through recycling efforts. Assembly Bill (AB) 939.
223	Measure A Fund	County sales tax allocations which are restricted to street-related expenditures.
224	TUMF Fund	Developer-paid Transportation Uniform Mitigation Fees (TUMF) utilized for traffic projects in Riverside County.
225	Infrastructure Fund	Developer fees for the acquisition, construction or improvement of the City's infrastructure as defined by Resolution
226	Emergency Mgmt. Performance Grant (EMPG)	Federal Emergency Management Agency (FEMA) grant for emergency preparedness.
227	State Homeland Security Programs (SHSP)	Federal Emergency Management Agency (FEMA) grant for emergency preparedness.
230	CASP Fund, AB1379 / SB1186	Certified Access Specialist (CASp) program fees for ADA Accessibility Improvements; derived from Business License renewals. Assembly Bill (AB) 1379 and Senate Bill (SB) 1186.
231	Successor Agency PA 1 RORF Fund	Successor Agency (SA) Project Area (PA) 1 Redevelopment Obligation Retirement Fund (RORF) for Redevelopment Property Tax Trust Fund (RPTTF) taxes received for debt service payments on recognized obligations of the former Redevelopment Agency (RDA).
235	SO Coast Air Quality Fund (AB2766, PM10)	Contributions from the South Coast Air Quality Management District. Uses are limited to the reduction and control of airborne pollutants. Assembly Bill (AB) 2766.
237	Successor Agency PA 1 Admin Fund	Successor Agency (SA) Project Area (PA) 1 for administration of the Recognized Obligation Payment Schedule (ROPS) associated with the former Redevelopment Agency (RDA).
241	Housing Authority	Activities of the Housing Authority which is to promote and provide quality affordable housing.
243	RDA Low-Moderate Housing Fund	Activities of the Housing Authority which is to promote and provide quality affordable housing. Accounts for RDA loan repayments (20% for Housing) and housing programs.
244	Housing Grants	Activities related Local Early Action Planning (LEAP) and SB2 grants for housing planning and development.
247	Economic Development Fund	Proceeds from sale of City-owned land and transfers from General Fund for future economic development.
249	SA 2011 Low/Mod Bond Fund	Successor Agency (SA) low/moderate housing fund; 2011 bonds refinanced in 2016.
250	Transportation DIF Fund	Developer impact fees collected for specific public improvements - transportation related.
251	Parks & Rec. DIF Fund	Developer impact fees collected for specific public improvements - parks and recreation.
252	Civic Center DIF Fund	Developer impact fees collected for specific public improvements - Civic Center.
253	Library Development DIF Fund	Developer impact fees collected for specific public improvements - library.
254	Community Center DIF Fund	Developer impact fees collected for specific public improvements - community center.
255	Street Facility DIF Fund	Developer impact fees collected for specific public improvements - streets.
256	Park Facility DIF Fund	Developer impact fees collected for specific public improvements - parks.
257	Fire Protection DIF Fund	Developer impact fees collected for specific public improvements - fire protection.
259	Maintenance Facilities DIF Fund	Developer impact fees collected for specific public improvements - maintenance facilities.
270	Art In Public Places Fund	Developer fees collected in lieu of art placement; utilized for acquisition, installation and maintenance of public artworks.
275	LQ Public Safety Officer Fund	Annual transfer in from General Fund; distributed to public safety officers disabled or killed in the line of duty.
299	Interest Allocation Fund	Interest earned on investments.
310	LQ Finance Authority Debt Service Fund	Accounted for the debt service the Financing Authority's outstanding debt and any related reporting requirements. This bond was fully paid in October 2018.
401	Capital Improvement Program Fund	Planning, design, and construction of various capital projects throughout the City.
405	SA PA 1 Capital Improvement Fund	Successor Agency (SA) Project Area (PA) 1 bond proceeds restricted by the bond indenture covenants. Used for SilverRock infrastructure improvements.
501	Equipment Replacement Fund	Internal Service Fund for vehicles, heavy equipment, and related facilities.
502	Information Technology Fund	Internal Service Fund for computer hardware and software and phone systems.
503	Park Equipment & Facility Fund	Internal Service Fund for park equipment and facilities.
504	Insurance Fund	Internal Service Fund for city-wide insurance coverages.
601	SilverRock Resort Fund	Enterprise Fund for activities of the city-owned golf course.
602	SilverRock Golf Reserve Fund	Enterprise Fund for golf course reserves for capital improvements.
760	Supplemental Pension Plan (PARS Account)	Supplemental pension savings plan for excess retiree benefits to general employees of the City.
761	Other Post Benefit Obligation Trust (OPEB)	For retiree medical benefits and unfunded liabilities.
762	Pension Trust Benefit (PARS Account)	For all pension-related benefits and unfunded liabilities.

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# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

**AGENDA TITLE:** APPROVE DEMAND REGISTERS DATED MARCH 15 AND 22, 2024

### RECOMMENDATION

Approve demand registers dated March 15 and 22, 2024.

**EXECUTIVE SUMMARY** – None

### FISCAL IMPACT

Demand of Cash:

City	\$	3,650,682.80
Successor Agency of RDA	\$	-
Housing Authority	\$	19,857.14
	\$	<u>3,670,539.94</u>

### BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for March 15, and March 22, 2024.

Warrants Issued:

213336-213383	\$	2,087,245.21
EFT #135	\$	65.25
213384-213456	\$	826,556.84
Voids	\$	(319.06)
Wire Transfers	\$	428,923.45
Payroll Direct Deposit	\$	266,629.09
Payroll Check #37683	\$	92.35
Payroll Tax Transfers	\$	61,346.81
	\$	<u>3,670,539.94</u>

One check was voided and reissued due to non-receipt.

Vendor	Account Name	Amount	Purpose
Riverside County Sheriff Department	Various	\$1,090,566.33	December Police Service
Ortiz Enterprises, Inc.	Construction	\$436,157.87	Dune Palms Bridge Progress Payment
Conserve Landcare	Construction	\$231,591.00	Cactus Flower Landscape Renovation Progress Payment
Office of Economic Development	Various	\$199,436.38	7/1-12/31/23 Museum & Makerspace Contract Services
Madden Media <sup>(1)</sup>	Marketing & Tourism Promotions	\$137,311.31	Media Services

(1) Payments were made 03/15/24 & 03/22/24

**Wire Transfers:** Twelve transfers totaled \$428,924. Of this amount, \$247,017 was for Landmark and \$61,118 was to J&H Asset Property Management (See Attachment 2 for a complete listing).

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

Transaction	Issuer	Type	Par Value	Settle Date	Coupon Rate	YTM
Maturity	United States Treasury	Treasury Note	\$ 1,000,000.00	3/15/2024	0.250%	0.700%

Prepared by: Jesse Batres, Finance Technician  
 Approved by: Rosemary Hallick, Principal Management Analyst

Attachments: 1. Demand Registers  
 2. Wire Transfers





City of La Quinta

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
INDUSTRIAL HEALTH MEDICA...	213360	12/21/23 COVID-19 TESTING	Consultants/Employee Servic...	101-1004-60104	85.00
TOTAL CARE WORK INJURY C...	213379	2/1 & 2/8/24 PRE-EMPLOYMENT PHYSI...	Recruiting/Pre-Employment	101-1004-60129	180.00
THE A & A LANZA FAMILY TR...	213376	2/13/24 REFUND FEE PAYMENT BRES20...	Credit Card Fee Revenue	101-0000-43505	717.46
PENA, JOHN	213366	CV MOSQUITO & VECTOR WORKING LU...	Travel & Training	101-1001-60320	75.24
CHARTER COMMUNICATIONS..	213345	3/5-4/4/24 FS #32 CABLE/INTERNET (18...	Cable/Internet - Utilities	101-2002-61400	10.56
DELGADO, JESSICA	135	WELLNESS DOLLARS	Annual Wellness Dollar Reim...	101-1004-50252	65.25
BLONDELL, KRISTENA	213340	1/31-2/2/24 CSMFO TRAVEL & TRAININ...	Travel & Training	101-1006-60320	84.68
CHARTER COMMUNICATIONS..	213345	3/3-4/2/24 FS #32 INTERNET (3514)	Cable/Internet - Utilities	101-2002-61400	99.99
OCEAN SPRINGS TECH INC	213363	FB POOL HEATER/MOTORS ISSUE INSP...	Fritz Burns Pool Maintenance	101-3005-60184	190.00
SIGNATURE TINT	213373	PARKING SIGNS & INSTALLATION FEES	Materials/Supplies	101-3005-60431	1,887.44
SIGNATURE TINT	213373	PICKLE BALL RULES SIGNS	Maintenance/Services	101-3005-60691	732.70
GOVINVEST, INC	213358	6/29/23-6/28/24 FORECASTING AND CO...	Consultants	101-1006-60104	17,000.00
DESERT SANDS UNIFIED SCH...	213350	10/19-12/13/23 BP #5&6 SCHOOL RESO...	School Officer	101-2001-60168	31,970.03
MADDEN MEDIA	213362	02/2024 MARKETING BRANDING AND C...	Marketing & Tourism Promot...	101-3007-60461	92,809.66
VINTAGE ASSOCIATES	213382	PLANT MATERIAL CIVIC CENTER	Materials/Supplies	101-3005-60431	1,183.00
VINTAGE ASSOCIATES	213382	2/27-3/1/24 EXTRA LABORER-DESERT PR..	Maintenance/Services	101-3005-60691	1,280.00
VINTAGE ASSOCIATES	213382	PLANT MATERIAL CIVIC CENTER	Materials/Supplies	101-3005-60431	1,064.70
XPRESS GRAPHICS	213383	SOI POSTCARDS	Advertising	101-6002-60450	939.72
STAPLES ADVANTAGE	213374	STAND-UP DESK FOR OFM SPECIALIST-L...	Office Supplies	101-2002-60400	395.40
STAPLES ADVANTAGE	213374	AA BATTERIES	Office Supplies	101-7001-60400	33.81
STAPLES ADVANTAGE	213374	9V BATTERIES	Operating Supplies	101-7002-60420	49.36
STAPLES ADVANTAGE	213374	(2) PRINTER CARTRIDGE	Office Supplies	101-7001-60400	68.14
STAPLES ADVANTAGE	213374	DISPOSABLE GLOVES & CUPS	Operating Supplies	101-7003-60420	329.34
ALARM MONITORING SERVI...	213337	FS #32 SMOKE DETECTOR REPLACEMENT	Security & Alarm	101-2002-60123	179.44
AMERICAN FORENSIC NURSE...	213339	BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	61.22
FEDEX	213353	2/21/24 OVERNIGHT MAIL - HR	Postage	101-1007-60470	47.97
PATTON DOOR & GATE	213365	FS #32 W.FRONT DOOR PHOTO EYES RE...	Maintenance/Services	101-2002-60691	575.00
VERIZON WIRELESS	213381	1/26-2/25/24 LQPD CELLS (6852)	Telephone - Utilities	101-2001-61300	889.55
THE LOCK SHOP, INC	213377	DEADBOLT	Materials/Supplies	101-3008-60431	182.10
DAVE BANG, INC.	213349	SLIDE, WASHER, NUT & BOLTS	Materials/Supplies	101-3005-60431	932.66
COACHELLA VALLEY WATER D..	213347	WATER SERVICE	Water -Pioneer Park - Utilities	101-3005-61207	308.88
COACHELLA VALLEY WATER D..	213347	WATER SERVICE	Water - Utilities	101-3008-61200	25.41
COACHELLA VALLEY WATER D..	213347	WATER SERVICES	Water - Utilities	101-2002-61200	482.65
COACHELLA VALLEY WATER D..	213347	WATER SERVICES	Water -Monticello Park - Utili...	101-3005-61201	551.34
COACHELLA VALLEY WATER D..	213347	WATER SERVICES	Water -Fritz Burns Park - Utili...	101-3005-61204	241.89
COACHELLA VALLEY WATER D..	213347	WATER SERVICES	Water -Community Park - Utili...	101-3005-61209	200.97
FIRST CHOICE A/C & HEATING..	213354	CH RELOCATED THERMOSTAT & BALAN...	HVAC	101-3008-60667	924.00
BMO FINANCIAL GROUP	213341	CAPPO DUES - DARMENDARIZ	Membership Dues	101-1006-60351	140.00
BMO FINANCIAL GROUP	213341	CORNHOLE BAGS	Community Experiences	101-3003-60149	29.95
BMO FINANCIAL GROUP	213341	FS #70 GAS COOKTOP W/GRIDDLE	Maintenance/Services	101-2002-60691	1,327.10
BMO FINANCIAL GROUP	213341	FAUCET HANDLE SET	Materials/Supplies	101-3008-60431	267.07
BMO FINANCIAL GROUP	213341	03/2024 APWA	Travel & Training	101-6002-60320	49.87
BMO FINANCIAL GROUP	213341	03/2024 APWA	Travel & Training	101-6002-60320	49.87
BMO FINANCIAL GROUP	213341	03/2024 APWA	Travel & Training	101-7001-60320	138.91
BMO FINANCIAL GROUP	213341	STORM WATER MGMT TRAINING	Travel & Training	101-7006-60320	225.00
BMO FINANCIAL GROUP	213341	CIVIL ENGINEERING TRAINING-U.AYON	Travel & Training	101-7006-60320	1,427.76
BMO FINANCIAL GROUP	213341	03/2024 APWA	Travel & Training	101-7006-60320	94.39
BMO FINANCIAL GROUP	213341	2/8/24 CJPIA TRAINING SNACKS	Travel & Training	101-1004-60320	262.00
BMO FINANCIAL GROUP	213341	2/8/24 CJPIA TRAINING SNACKS	Travel & Training	101-1004-60320	35.36
BMO FINANCIAL GROUP	213341	2/8/24 CJPIA TRAINING LUNCH-SESSION...	Travel & Training	101-1004-60320	127.98
BMO FINANCIAL GROUP	213341	2/8/24 CJPIA TRAINING LUNCH-SESSION...	Travel & Training	101-1004-60320	127.98
BMO FINANCIAL GROUP	213341	2/8/24 CJPIA TRAINING SNACKS SESSIO...	Travel & Training	101-1004-60320	38.65
BMO FINANCIAL GROUP	213341	WORLD AT WORK SUBSCRIPTION	Membership Dues	101-1004-60351	265.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BMO FINANCIAL GROUP	213341	CERTIFIED MAIL POSTAGE	Postage	101-1007-60470	14.25
BMO FINANCIAL GROUP	213341	ROCKET ENGINE BULK	Community Experiences	101-3003-60149	601.12
BMO FINANCIAL GROUP	213341	ASCAP MUSIC SUBSCRIPTION	Community Experiences	101-3003-60149	482.04
BMO FINANCIAL GROUP	213341	CANVAS DROP CLOTH	Operating Supplies	101-3003-60420	21.73
BMO FINANCIAL GROUP	213341	TAGS FOR IT EQUIPMENT	Office Supplies	101-1004-60400	8.86
BMO FINANCIAL GROUP	213341	DRY ERASE ERASER & MARKER HOLDER	Office Supplies	101-1004-60400	26.84
BMO FINANCIAL GROUP	213341	DRY ERASE BOARD	Operating Supplies	101-1004-60420	48.39
BMO FINANCIAL GROUP	213341	EDUCATIONAL BOOKS	Operating Supplies	101-1004-60420	17.33
BMO FINANCIAL GROUP	213341	USB FLASH DRIVES & POST-IT NOTE PADS	Office Supplies	101-1005-60400	97.73
BMO FINANCIAL GROUP	213341	2/25/24-2/25/25 SMALLPDF SUBSCRIPT...	Operating Supplies	101-1005-60420	108.00
BMO FINANCIAL GROUP	213341	1/31-2/2/24 CSMFO CONF. HOTEL-KBL...	Travel & Training	101-1006-60320	308.88
BMO FINANCIAL GROUP	213341	1/31-2/2/24 CSMFO CONF. HOTEL-CMA...	Travel & Training	101-1006-60320	367.38
BMO FINANCIAL GROUP	213341	1/31-2/2/24 CSMFO CONF. HOTEL-SLAU...	Travel & Training	101-1006-60320	308.88
BMO FINANCIAL GROUP	213341	2024 CSMFO DUES-CMARTINEZ	Membership Dues	101-1006-60351	135.00
BMO FINANCIAL GROUP	213341	LAPTOP STAND-JDELGADO	Office Supplies	101-1006-60400	32.60
BMO FINANCIAL GROUP	213341	DISPOSABLE CUP LIDS	Citywide Supplies	101-1007-60403	47.96
BMO FINANCIAL GROUP	213341	STANDING DESK-WC	Operating Supplies	101-3002-60420	326.24
BMO FINANCIAL GROUP	213341	(2) CORNHOLE BAGS	Community Experiences	101-3003-60149	67.38
BMO FINANCIAL GROUP	213341	(12) DOG WASTE BAG STATIONS	Materials/Supplies	101-3005-60431	981.36
BMO FINANCIAL GROUP	213341	2/22/24 COMMUNITY WORKSHOP ITEMS	Community Engagement	101-3007-60137	200.15
BMO FINANCIAL GROUP	213341	2/6/24 MAILCHIMP	Membership Dues	101-3007-60351	219.00
BMO FINANCIAL GROUP	213341	2/25/24 APPLE MUSIC	Membership Dues	101-3007-60351	25.95
BMO FINANCIAL GROUP	213341	RECHARGABLE BATTERIES & CHARGER	Operating Supplies	101-3007-60420	59.22
BMO FINANCIAL GROUP	213341	VACUUM FOR CM'S OFFICE	Operating Supplies	101-3007-60420	108.74
BMO FINANCIAL GROUP	213341	LABEL MAKER TAPE	Office Supplies	101-6001-60400	16.19
BMO FINANCIAL GROUP	213341	ERGONOMIC MOUSE-TFLORES	Office Supplies	101-6001-60400	76.11
BMO FINANCIAL GROUP	213341	ERGONOMIC KEYBOARD-TFLORES	Office Supplies	101-6001-60400	141.36
BMO FINANCIAL GROUP	213341	(2)LAPTOP STANDS	Operating Supplies	101-6001-60420	78.26
BMO FINANCIAL GROUP	213341	CITY MAIL POSTAGE	Postage	101-1007-60470	68.00
BMO FINANCIAL GROUP	213341	CITY MAIL POSTAGE	Postage	101-1007-60470	23.80
BMO FINANCIAL GROUP	213341	OP SUPP MTG SNACKS	Operating Supplies	101-6001-60420	18.26
BMO FINANCIAL GROUP	213341	2024 COMMUNITY WORKSHOP ITEMS	Community Engagement	101-3007-60137	29.77
BMO FINANCIAL GROUP	213341	TABLE, CHAIRS, LINEN - DEPOSIT	Community Engagement	101-3007-60137	3,500.00
BMO FINANCIAL GROUP	213341	CAL TRAVEL MEMBERSHIP-M.GRAHAM	Membership Dues	101-3007-60351	3,500.00
BMO FINANCIAL GROUP	213341	2/15/24 NEIGHBORHOOD WATCH MTG ...	LQ Police Volunteers	101-2001-60109	39.94
BMO FINANCIAL GROUP	213341	LEAGUE CONFERENCE-S.SANCHEZ	Travel & Training	101-1001-60320	650.00
BMO FINANCIAL GROUP	213341	2/6/24 CC MTG	Travel & Training	101-1001-60320	149.16
BMO FINANCIAL GROUP	213341	LEAGUE CONFERENCE-L.EVANS	Travel & Training	101-1001-60320	650.00
BMO FINANCIAL GROUP	213341	2/20/24 CC MTG	Travel & Training	101-1001-60320	176.93
BMO FINANCIAL GROUP	213341	CV LEADERSHIP LUNCH-S.SANCHEZ	Travel & Training	101-1001-60320	45.00
BMO FINANCIAL GROUP	213341	2/6/24 CC MTG	Travel & Training	101-1001-60320	60.00
BMO FINANCIAL GROUP	213341	CVRM GALA-S.SANCHEZ	Travel & Training	101-1001-60320	200.00
BMO FINANCIAL GROUP	213341	COUNCIL MTG SNACKS	Travel & Training	101-1001-60320	48.92
BMO FINANCIAL GROUP	213341	03/07/24 EMPLOYEE APPRECIATION S...	Promotional Items	101-3007-60134	4,665.81
BMO FINANCIAL GROUP	213341	3/20/24 JOINT MTG TABLECLOTHES	Office Supplies	101-1005-60400	12.66
BMO FINANCIAL GROUP	213341	INK FOR POSTAGE MACHINE	Postage	101-1007-60470	730.80
FRONTIER COMMUNICATIO...	213356	2/28-3/27/24 SPORTS COMPLEX PHONE	Telephone - Utilities	101-3005-61300	39.20
COACHELLA VALLEY WATER D..	213347	WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	123.15
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Sheriff Patrol	101-2001-60161	620,008.87
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Police Overtime	101-2001-60162	26,605.38
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Target Team	101-2001-60163	137,333.81
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Community Services Officer	101-2001-60164	59,881.42
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Gang Task Force	101-2001-60166	17,150.40
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Narcotics Task Force	101-2001-60167	12,862.80
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Motor Officer	101-2001-60169	119,431.14
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Dedicated Sergeants	101-2001-60170	41,003.10
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Dedicated Lieutenant	101-2001-60171	25,496.00
RIVERSIDE COUNTY SHERIFF ...	213370	12/14-1/10/24 BP #7	Sheriff - Mileage	101-2001-60172	30,793.41
QUINN COMPANY	213368	FS #70 PERFORM PM 2	Machinery & Equipment	101-2002-80101	1,210.60
QUINN COMPANY	213368	FS #93 GENERATOR PERFORM PM 2	Machinery & Equipment	101-2002-80101	1,481.52

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
QUINN COMPANY	213368	YMCA GENERATOR PERFORM PM 2	Machinery & Equipment	101-2002-80101	1,259.91
<b>Fund 101 - GENERAL FUND Total:</b>					<b>1,275,638.16</b>
<b>Fund: 201 - GAS TAX FUND</b>					
TOPS' N BARRICADES INC	213378	TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	978.53
TOPS' N BARRICADES INC	213378	TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	417.60
TOPS' N BARRICADES INC	213378	TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	234.25
TOPS' N BARRICADES INC	213378	TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	258.17
UNDERGROUND SERVICE AL...	213380	MONTLY DIG ALERT SVCS	Materials/Supplies	201-7003-60431	62.50
STATE CONTROLLER'S OFFICE	213375	FY 22/23 ANNUAL STREET REPORT	Professional Services	201-7003-60103	3,300.00
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>5,251.05</b>
<b>Fund: 202 - LIBRARY &amp; MUSEUM FUND</b>					
COACHELLA VALLEY WATER D..	213347	WATER SERVICE	Water - Utilities	202-3006-61200	248.10
<b>Fund 202 - LIBRARY &amp; MUSEUM FUND Total:</b>					<b>248.10</b>
<b>Fund: 215 - LIGHTING &amp; LANDSCAPING FUND</b>					
EWING IRRIGATION PRODUC...	213352	IRRIGATION MATERIAL	Materials/Supplies	215-7004-60431	1,133.50
EWING IRRIGATION PRODUC...	213352	PVC MATERIAL	Materials/Supplies	215-7004-60431	1,015.83
ROTO-LITE, INC	213371	TREE LIGHTS	Maintenance/Services	215-7004-60691	300.00
MACIAS NURSERY, INC.	213361	2/28/24 TREE AND PLANT MATERIALS	Materials/Supplies	215-7004-60431	141.38
MACIAS NURSERY, INC.	213361	02/28/24 TREE AND PLANT MATERIALS	Materials/Supplies	215-7004-60431	8,536.88
MACIAS NURSERY, INC.	213361	3/5/24 TREE AND PLANT MATERIALS	Materials/Supplies	215-7004-60431	2,124.16
PWLC II, INC	213367	AVE 52 WEED ABATEMENT	Maintenance/Services	215-7004-60691	1,600.00
BMO FINANCIAL GROUP	213341	RAINBIRD IQ DATA PLAN	Maintenance/Services	215-7004-60691	150.00
FRONTIER COMMUNICATIO...	213356	03/2024 LQ PARKPHONE	Electric - Utilities	215-7004-61116	48.80
COACHELLA VALLEY WATER D..	213347	WATER SERVICE	Water - Medians - Utilities	215-7004-61211	1,259.00
COACHELLA VALLEY WATER D..	213347	WATER SERVICE	Water - Medians - Utilities	215-7004-61211	1,038.78
<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>					<b>17,348.33</b>
<b>Fund: 221 - AB 939 - CALRECYCLE FUND</b>					
BMO FINANCIAL GROUP	213341	USED OIL CONTEST WINNER GIFT CARD	AB 939 Recycling Solutions	221-0000-60127	25.00
BMO FINANCIAL GROUP	213341	USED OIL CONTEST WINNER GIFT CARD	AB 939 Recycling Solutions	221-0000-60127	25.00
BMO FINANCIAL GROUP	213341	USED OIL CONTEST WINNER GIFT CARD	AB 939 Recycling Solutions	221-0000-60127	25.00
<b>Fund 221 - AB 939 - CALRECYCLE FUND Total:</b>					<b>75.00</b>
<b>Fund: 241 - HOUSING AUTHORITY</b>					
CAHA, BECKY	213344	02/2024 HOUSING CONSULTANT SVC	Professional Services	241-9101-60103	6,375.00
BMO FINANCIAL GROUP	213341	COPY OF DOC. #2022-0486431	Professional Services	241-9101-60103	0.39
BMO FINANCIAL GROUP	213341	COPY OF DOC. #2022-0486431	Professional Services	241-9101-60103	17.00
<b>Fund 241 - HOUSING AUTHORITY Total:</b>					<b>6,392.39</b>
<b>Fund: 270 - ART IN PUBLIC PLACES FUND</b>					
BMO FINANCIAL GROUP	213341	(2) APP FRAMES	Operating Supplies	270-0000-60482	43.48
<b>Fund 270 - ART IN PUBLIC PLACES FUND Total:</b>					<b>43.48</b>
<b>Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS</b>					
CONSERVE LANDCARE	213348	02/2024 22016-03I PROGRESS PAYMEN...	Retention Payable	401-0000-20600	-12,189.00
CONSERVE LANDCARE	213348	02/2024 22016-03I PROGRESS PAYMEN...	Construction	401-0000-60188	243,780.00
ELECNOR BELCO ELECTRIC, I...	213351	6/6/23 SRR PARK VENUE-RETENTION PA...	Retention Payable	401-0000-20600	3,568.63
ORTIZ ENTERPRISES INC.	213364	2/2024 DUNE PALMS BRIDGE PROGRESS...	Retention Payable	401-0000-20600	-22,955.68
ORTIZ ENTERPRISES INC.	213364	2/2024 DUNE PALMS BRIDGE PROGRESS...	Construction	401-0000-60188	459,113.55
AMERICAN BUSINESS BANK	213338	02/2024 DUNE PALMS BRIDGE RETENTI...	Retention Payable	401-0000-20600	22,955.68
<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>					<b>694,273.18</b>
<b>Fund: 501 - FACILITY &amp; FLEET REPLACEMENT</b>					
HILARIO, BENJAMIN	213359	VEHICLE WASHES	Vehicle Repair & Maintenan...	501-0000-60676	410.00
S&D CARWASH MANAGEME...	213372	02/2024 CAR WASH MEMBERSHIP	Vehicle Repair & Maintenan...	501-0000-60676	779.61
BMO FINANCIAL GROUP	213341	DMV FEES VIN 542617	Vehicle Registrations	501-0000-60448	363.48
BMO FINANCIAL GROUP	213341	DMV FEES VIN 252560	Vehicle Registrations	501-0000-60448	449.24
BMO FINANCIAL GROUP	213341	VEHICLE FUEL	Fuel & Oil	501-0000-60674	175.00
BMO FINANCIAL GROUP	213341	VEHICLE FUEL	Fuel & Oil	501-0000-60674	115.47
BMO FINANCIAL GROUP	213341	VEHICLE FUEL	Fuel & Oil	501-0000-60674	175.00
BMO FINANCIAL GROUP	213341	VEHICLE FUEL	Fuel & Oil	501-0000-60674	71.17
BMO FINANCIAL GROUP	213341	VEHICLE FUEL	Fuel & Oil	501-0000-60674	175.00
BMO FINANCIAL GROUP	213341	VEHICLE FUEL	Fuel & Oil	501-0000-60674	75.46

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BMO FINANCIAL GROUP	213341	SMOG VIN D11473	Vehicle Repair & Maintenanc...	501-0000-60676	62.00
BMO FINANCIAL GROUP	213341	EVENT TRUCK MAINT. VIN D11473	Vehicle Repair & Maintenanc...	501-0000-60676	127.85
BMO FINANCIAL GROUP	213341	TIRE REPAIR VIN #A955774	Parts, Accessories, and Upfits	501-0000-60675	45.00
<b>Fund 501 - FACILITY &amp; FLEET REPLACEMENT Total:</b>					<b>3,024.28</b>
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
CHARTER COMMUNICATIONS..	213345	03/2024 CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	189.93
CHARTER COMMUNICATIONS..	213345	2/24-3/23/24 WC CABLE (4601)	Cable/Internet - Utilities	502-0000-61400	286.78
ACORN TECHNOLOGY SERVI...	213336	03/2024 CITY WIDE IT SERVICES	Consultants	502-0000-60104	29,204.00
ACORN TECHNOLOGY SERVI...	213336	03/2024 PROFESSIONAL IT SERVICES	Consultants	502-0000-60104	16,609.01
FISHER INTEGRATED INC	213355	01/2024 VIDEO STREAMING & WEBSITE...	Consultants	502-0000-60104	1,400.00
FISHER INTEGRATED INC	213355	02/2024 VIDEO STREAMING AND WEBSI...	Consultants	502-0000-60104	1,700.00
RINCON CONSULTANTS, INC.	213369	12/2024 GEOGRAPHIC INFORMATION S...	Software Licenses	502-0000-60301	2,304.50
VERIZON WIRELESS	213381	2/2-3/1/24 CITY IPADS	Cell/Mobile Phones	502-0000-61301	1,256.68
VERIZON WIRELESS	213381	2/2-3/1/24 CITY CELL SVC	Cell/Mobile Phones	502-0000-61301	3,507.65
BMO FINANCIAL GROUP	213341	USB CABLE, PORTS & CLIPS, MOUNTING...	Operating Supplies	502-0000-60420	753.77
BMO FINANCIAL GROUP	213341	02/2024 SENDGRID-SPAM PROTECTION ...	Software Licenses	502-0000-60301	449.00
BMO FINANCIAL GROUP	213341	(3) USB CABLES	Operating Supplies	502-0000-60420	53.76
BMO FINANCIAL GROUP	213341	(10) LAPTOP MOUNT STANDS	Machinery & Equipment	502-0000-80100	714.40
BMO FINANCIAL GROUP	213341	(5) COMPUTER MONITORS	Machinery & Equipment	502-0000-80100	1,488.54
BMO FINANCIAL GROUP	213341	CASES FOR INSPECTOR IPADS	Operating Supplies	502-0000-60420	279.93
BMO FINANCIAL GROUP	213341	(3) IPHONE - MARCIE, ERICA & LUCAS	Machinery & Equipment	502-0000-80100	4,564.24
FRONTIER COMMUNICATIO...	213356	2/25-3/24/24 CH INTERNET	Cable/Internet - Utilities	502-0000-61400	85.98
FRONTIER COMMUNICATIO...	213356	3/3-4/2/24 CITY INTERNET	Cable/Internet - Utilities	502-0000-61400	2,580.00
FRONTIER COMMUNICATIO...	213356	2/24-3/26/24 BLACKHAWK/LQ PARK DSL	Cable/Internet - Utilities	502-0000-61400	80.98
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>67,509.15</b>
<b>Fund: 601 - SILVERROCK RESORT</b>					
GARDAWORLD	213357	3/2024 SRR ARMORED SVCS	Bank Fees	601-0000-60455	719.49
CLUB CAR LLC	213346	VILLAGER 6 ELECTRIC	Vehicles	601-0000-71030	15,514.00
CLUB CAR LLC	213346	VILLAGER 6 CART ESTIMATED TAXES	Vehicles	601-0000-71030	1,273.85
<b>Fund 601 - SILVERROCK RESORT Total:</b>					<b>17,507.34</b>
<b>Grand Total:</b>					<b>2,087,310.46</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	1,275,638.16
201 - GAS TAX FUND	5,251.05
202 - LIBRARY & MUSEUM FUND	248.10
215 - LIGHTING & LANDSCAPING FUND	17,348.33
221 - AB 939 - CALRECYCLE FUND	75.00
241 - HOUSING AUTHORITY	6,392.39
270 - ART IN PUBLIC PLACES FUND	43.48
401 - CAPITAL IMPROVEMENT PROGRAMS	694,273.18
501 - FACILITY & FLEET REPLACEMENT	3,024.28
502 - INFORMATION TECHNOLOGY	67,509.15
601 - SILVERROCK RESORT	17,507.34
<b>Grand Total:</b>	<b>2,087,310.46</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-43505	Credit Card Fee Revenue	717.46
101-1001-60320	Travel & Training	2,055.25
101-1004-50252	Annual Wellness Dollar ...	65.25
101-1004-60104	Consultants/Employee S...	85.00
101-1004-60129	Recruiting/Pre-Employm...	180.00
101-1004-60320	Travel & Training	591.97
101-1004-60351	Membership Dues	265.00
101-1004-60400	Office Supplies	35.70
101-1004-60420	Operating Supplies	65.72
101-1005-60400	Office Supplies	110.39
101-1005-60420	Operating Supplies	108.00
101-1006-60104	Consultants	17,000.00
101-1006-60320	Travel & Training	1,069.82
101-1006-60351	Membership Dues	275.00
101-1006-60400	Office Supplies	32.60
101-1007-60403	Citywide Supplies	47.96
101-1007-60470	Postage	884.82
101-2001-60109	LQ Police Volunteers	39.94
101-2001-60161	Sheriff Patrol	620,008.87
101-2001-60162	Police Overtime	26,605.38
101-2001-60163	Target Team	137,333.81
101-2001-60164	Community Services Offi...	59,881.42
101-2001-60166	Gang Task Force	17,150.40
101-2001-60167	Narcotics Task Force	12,862.80
101-2001-60168	School Officer	31,970.03
101-2001-60169	Motor Officer	119,431.14
101-2001-60170	Dedicated Sargeants	41,003.10
101-2001-60171	Dedicated Lieutenant	25,496.00
101-2001-60172	Sheriff - Mileage	30,793.41
101-2001-60174	Blood/Alcohol Testing	61.22
101-2001-61300	Telephone - Utilities	889.55
101-2002-60123	Security & Alarm	179.44
101-2002-60400	Office Supplies	395.40
101-2002-60691	Maintenance/Services	1,902.10
101-2002-61200	Water - Utilities	482.65
101-2002-61400	Cable/Internet - Utilities	110.55
101-2002-80101	Machinery & Equipment	3,952.03
101-3002-60420	Operating Supplies	326.24
101-3003-60149	Community Experiences	1,180.49
101-3003-60420	Operating Supplies	21.73
101-3005-60184	Fritz Burns Pool Mainten...	190.00
101-3005-60431	Materials/Supplies	6,049.16
101-3005-60691	Maintenance/Services	2,012.70
101-3005-61201	Water -Monticello Park -...	551.34

**Account Summary**

Account Number	Account Name	Expense Amount
101-3005-61204	Water -Fritz Burns Park -...	241.89
101-3005-61206	Water -Desert Pride - Util..	123.15
101-3005-61207	Water -Pioneer Park - Uti..	308.88
101-3005-61209	Water -Community Park ...	200.97
101-3005-61300	Telephone - Utilities	39.20
101-3007-60134	Promotional Items	4,665.81
101-3007-60137	Community Engagement	3,729.92
101-3007-60351	Membership Dues	3,744.95
101-3007-60420	Operating Supplies	167.96
101-3007-60461	Marketing & Tourism Pr...	92,809.66
101-3008-60431	Materials/Supplies	449.17
101-3008-60667	HVAC	924.00
101-3008-61200	Water - Utilities	25.41
101-6001-60400	Office Supplies	233.66
101-6001-60420	Operating Supplies	96.52
101-6002-60320	Travel & Training	99.74
101-6002-60450	Advertising	939.72
101-7001-60320	Travel & Training	138.91
101-7001-60400	Office Supplies	101.95
101-7002-60420	Operating Supplies	49.36
101-7003-60420	Operating Supplies	329.34
101-7006-60320	Travel & Training	1,747.15
201-7003-60103	Professional Services	3,300.00
201-7003-60429	Traffic Control Signs	1,888.55
201-7003-60431	Materials/Supplies	62.50
202-3006-61200	Water - Utilities	248.10
215-7004-60431	Materials/Supplies	12,951.75
215-7004-60691	Maintenance/Services	2,050.00
215-7004-61116	Electric - Utilities	48.80
215-7004-61211	Water - Medians - Utiliti...	2,297.78
221-0000-60127	AB 939 Recycling Solutio...	75.00
241-9101-60103	Professional Services	6,392.39
270-0000-60482	Operating Supplies	43.48
401-0000-20600	Retention Payable	-8,620.37
401-0000-60188	Construction	702,893.55
501-0000-60448	Vehicle Registrations	812.72
501-0000-60674	Fuel & Oil	787.10
501-0000-60675	Parts, Accessories, and ...	45.00
501-0000-60676	Vehicle Repair & Maint...	1,379.46
502-0000-60104	Consultants	48,913.01
502-0000-60301	Software Licenses	2,753.50
502-0000-60420	Operating Supplies	1,087.46
502-0000-61301	Cell/Mobile Phones	4,764.33
502-0000-61400	Cable/Internet - Utilities	3,223.67
502-0000-80100	Machinery & Equipment	6,767.18
601-0000-60455	Bank Fees	719.49
601-0000-71030	Vehicles	16,787.85
	<b>Grand Total:</b>	<b>2,087,310.46</b>

**Project Account Summary**

Project Account Key	Project Account Name	Project Name	Expense Amount
**None**	**None**	**None**	1,375,984.41
111205CT	Construction Expense	Dune Palms Bridge Imp/BRLKS-54	459,113.55
111205RP	Retention Payable	Dune Palms Bridge Imp/BRLKS-54	0.00
201603CT	Construction Expense	La Quinta Landscape Renovation	243,780.00
201603RP	Retention Payable	La Quinta Landscape Renovation	-12,189.00
201804E	Landscape & Lighting Median Islan...	Landscape & Lighting Median Isla	12,951.75
202218RP	Retention Payable	SilverRock Park Venue WIFI and C	3,568.63

**Project Account Summary**

<b>Project Account Key</b>	<b>Project Account Name</b>	<b>Project Name</b>	<b>Expense Amount</b>
BDAYE	City Picnic & Birthday Celebration ...	City Picnic & Birthday Celebrator	3,500.00
ROCKETE	Mission La Quinta Rocket Launch E...	<u>Mission La Quinta Rocket Launch</u>	601.12
	<b>Grand Total:</b>	<b>2,087,310.46</b>	

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

# Demand Register



City of La Quinta

Packet: APPKT03755 - 03/22/2024 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
CENTRAL COMMUNICATIONS	213396	03/2024 - STVR HOTLINE	Professional Services	101-6004-60103	623.00
WILLDAN	213452	02/2024 - ONCALL TRAFFIC ENGINEERI...	Contract Traffic Engineer	101-7006-60144	70.00
BURNS, ALICE QUIROZ	213392	DEPOSIT FOR CUPCAKES BDAY EVENT	Community Experiences	101-3003-60149	825.00
SOUTHWEST AQUATICS INC	213438	03/2024 - LAKE MAINTENANCE SERVICES	Civic Center Lake Maintenanc...	101-3005-60117	1,350.00
SOUTHWEST AQUATICS INC	213438	03/2024 - LAKE MAINTENANCE SERVICES	SilverRock Lake Maintenance	101-3005-60189	1,350.00
TRI-STATE MATERIALS INC	213445	AVE 52 HARDSCAPE MATERIALS	Materials/Supplies	101-3005-60431	5,911.79
BLOWNAWAY BY WILLIAM	213390	MAINT ON FB PARK LQ LOGO & HISTORI...	Maintenance/Services	101-3005-60691	2,180.00
SPARKLETTS	213440	02/21/24 & 03/06/24 DRINKING WATER	Operating Supplies	101-7003-60420	197.11
SPARKLETTS	213439	2/21/24 & 03/06/24 CITYWIDE DRINKIN...	Citywide Supplies	101-1007-60403	214.33
QUICK N EASY APPLIANCE SE...	213433	FS #70 SERVICE CALL	Maintenance/Services	101-2002-60691	75.00
DATA TICKET, INC.	213401	02/2024 - CODE CITATION PROCESSING	Administrative Citation Servi...	101-6004-60111	200.00
DATA TICKET, INC.	213401	02/2024 - POLICE CITATION PROCESSING	Administrative Citation Servi...	101-6004-60111	304.27
QUICK N EASY APPLIANCE SE...	213433	FS #32 DISHWASHER REPAIR	Maintenance/Services	101-2002-60691	317.75
TPX COMMUNICATIONS	213443	02/23-03/22/24 - EOC PHONE LINE SERV...	Telephone - Utilities	101-2002-61300	1,798.72
NAI CONSULTING INC	213422	02/2024 CAPITAL IMPROVEMENT PLAN	Consultants	101-7006-60104	700.00
MADDEN MEDIA	213418	01/2024 - MEDIA SERVICES	Marketing & Tourism Promot...	101-3007-60461	44,501.65
VINTAGE ASSOCIATES	213450	03/04-03/08/24 - BEAR CREEK TRAIL MA...	Maintenance/Services	101-3005-60691	6,019.00
COUNTY OF RIVERSIDE	213399	10/1-12/31/23 EMERGENCY SVCS COO...	Professional Services	101-2002-60103	10,769.24
ALL PRO BEVERAGE INC	213386	COFFEE SUPPLIES FOR LOBBY MACHINE	Citywide Supplies	101-1007-60403	571.73
NI GOVERNMENT SERVICES I...	213423	02/2024 - SATELLITE PHONES	Mobile/Cell Phones/Satellites	101-2002-61304	90.14
QUALITY STREET SERVICE	213432	01/09/24 - STREET SWEEPING SVCS	Professional Services	101-7003-60103	1,380.00
QUALITY STREET SERVICE	213432	01/12/24 - STREET SWEEPING SVCS	Professional Services	101-7003-60103	1,060.00
QUALITY STREET SERVICE	213432	01/16/24 - STREET SWEEPING SVCS	Professional Services	101-7003-60103	1,460.00
VIELHARBER, KAREN	213449	GENTLE YOGA TUESDAY DI CLASSES	Instructors	101-3002-60107	63.00
SHIRY, TERESA	213437	BALLROOM BEGINNING DI CLASSES	Instructors	101-3002-60107	147.00
SHIRY, TERESA	213437	BALLROOM BEGINNING CLASS	Instructors	101-3002-60107	21.00
VIELHARBER, KAREN	213449	GENTLE YOGA THURSDAY DI CLASSES	Instructors	101-3002-60107	73.50
JENSEN, SHARLA W	213416	1 DAY SESSION CLASS	Instructors	101-3002-60107	48.00
JENSEN, SHARLA W	213416	PERSONAL TRAINING 3 SESSIONS CLASS...	Instructors	101-3002-60107	660.00
JENSEN, SHARLA W	213416	PERSONAL TRAINING 6 SESSIONS CLASS...	Instructors	101-3002-60107	2,112.00
WILLIAMS, BILLEE	213454	YOGA FLOW CLASSES	Instructors	101-3002-60107	25.20
WILLIAMS, BILLEE	213454	PILATES CLASS	Instructors	101-3002-60107	218.40
WILLIAMS, BILLEE	213454	MAT PILATES DI CLASSES	Instructors	101-3002-60107	25.20
VIELHARBER, KAREN	213449	GENTLE YOGA TUESDAY CLASS	Instructors	101-3002-60107	364.00
VIELHARBER, KAREN	213449	GENTLE YOGA TUESDAY DI CLASSES	Instructors	101-3002-60107	42.00
VIELHARBER, KAREN	213449	GENTLE YOGA THURSDAY CLASS	Instructors	101-3002-60107	420.00
VIELHARBER, KAREN	213449	GENTLE YOGA THURSDAY DI CLASS	Instructors	101-3002-60107	10.50
SHIRY, TERESA	213437	BALLROOM BEGINNING CLASS	Instructors	101-3002-60107	70.00
SHIRY, TERESA	213437	BALLROOM BEGINNING DI CLASSES	Instructors	101-3002-60107	157.50
RUDY, LORI A	213436	ESSENTIAL FITNESS	Instructors	101-3002-60107	336.00
RUDY, LORI A	213436	ESSENTIAL FITNESS DI CLASSES	Instructors	101-3002-60107	92.40
MAGRINO, SUSAN A.	213419	THE SECOND ACT FOR WOMEN CLASS	Instructors	101-3002-60107	98.00
WILLIAMS, BILLEE	213454	YOGA FLOW CLASS	Instructors	101-3002-60107	27.30
ALLIANT INSURANCE SERVIC...	213387	INSURANCE FOR ROCKET LAUNCH EVENT	Community Experiences	101-3003-60149	419.00
INTERWEST CONSULTING G...	213414	10/2023 - ONCALL INSPECTION SERVICES	Plan Checks	101-6003-60118	27,852.50
PACIFIC PRODUCTS AND SER...	213426	POST CAPS	Operating Supplies	101-7003-60420	3,227.38
ODP BUSINESS SOLUTIONS, L...	213424	OFFICE SUPPLIES	Office Supplies	101-6004-60400	72.97
ODP BUSINESS SOLUTIONS, L...	213424	OFFICE SUPPLIES	Office Supplies	101-6004-60400	86.37
ODP BUSINESS SOLUTIONS, L...	213424	OFFICE SUPPLIES	Office Supplies	101-1002-60400	44.16
WHITE CAP CONSTRUCTION ...	213451	STRAW WATTLE FIBER ROLL & TORPEDO...	Operating Supplies	101-7003-60420	153.95
AIR & HOSE SOURCE, INC.	213385	PARTS FOR AIR HOSE	Operating Supplies	101-7003-60420	726.83
USA DRAIN AND PLUMBING...	213447	2/19-3/8/24 FS #70 OSMOSIS REVERSE ...	Maintenance/Services	101-2002-60691	1,976.85
TRULY NOLEN INC	213446	WC BEE HIVE REMOVAL	Pest Control	101-3008-60116	185.00



Demand Register

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
TRULY NOLEN INC	213446	CH BEE HIVE REMOVAL	Pest Control	101-3008-60116	150.00
HIGH TECH IRRIGATION INC	213410	MANURE FORK	Tools/Equipment	101-7003-60432	85.12
MERCHANTS BUILDING MAI...	213420	02/20/24 - WC CARPET CLEANING	Janitorial	101-3008-60115	304.00
MERCHANTS BUILDING MAI...	213420	02/27/24 - CH CARPET CLEANING	Janitorial	101-3008-60115	255.00
FEDEX	213404	03/11/24 - OVERNIGHT MAIL	Postage	101-1007-60470	42.99
COAST FITNESS	213398	FS #32 GYM EQUIPMENT REPAIRS	Fire Station	101-2002-60670	284.81
VERIZON WIRELESS	213448	02/14-03/13/24 - EOC CELL (7813)	Mobile/Cell Phones/Satellites	101-2002-61304	202.99
DEPARTMENT OF ANIMAL SE...	213402	01/2024 - ANIMAL SERVICES	Animal Shelter Contract Servi...	101-6004-60197	27,570.79
DEPARTMENT OF ANIMAL SE...	213402	02/2024 - ANIMAL SERVICES	Animal Shelter Contract Servi...	101-6004-60197	26,797.99
FIRST CHOICE A/C & HEATING..	213406	CH HVAC DIAGNOSTIC	HVAC	101-3008-60667	79.00
FIRST CHOICE A/C & HEATING..	213406	CH HVAC MAINTENANCE	HVAC	101-3008-60667	394.00
FIRST CHOICE A/C & HEATING..	213406	CH HVAC MAINTENANCE	HVAC	101-3008-60667	527.00
FIRST CHOICE A/C & HEATING..	213406	WC MULTIPURPOSE ROOM HVAC MAIN...	HVAC	101-3008-60667	227.00
FIRST CHOICE A/C & HEATING..	213406	WC MULTIPURPOSE ROOM HVAC MAIN...	HVAC	101-3008-60667	227.00
FIRST CHOICE A/C & HEATING..	213406	WC HVAC MAINTENANCE	HVAC	101-3008-60667	131.00
FIRST CHOICE A/C & HEATING..	213406	WC KITCHEN HVAC MAINTENANCE	HVAC	101-3008-60667	131.00
FIRST CHOICE A/C & HEATING..	213406	WC COMPUTER ROOM HVAC MAINTEN...	HVAC	101-3008-60667	569.00
FIRST CHOICE A/C & HEATING..	213406	WC FITNESS ROOM HVAC MAINTENANCE	HVAC	101-3008-60667	131.00
FIRST CHOICE A/C & HEATING..	213406	WC FITNESS ROOM HVAC MAINTENANCE	HVAC	101-3008-60667	537.00
FIRST CHOICE A/C & HEATING..	213406	WC HVAC MAINTENANCE	HVAC	101-3008-60667	99.00
DESERT RESORT MANAGEM...	213403	02/2024 - SECURITY PATROL SERVICES	Professional Services	101-6004-60103	4,018.43
FIRST CHOICE A/C & HEATING..	213406	CH HVAC REPAIRS	HVAC	101-3008-60667	4,775.00
PACIFIC WEST AIR CONDITIO...	213427	CH HVAC REPAIRS	HVAC	101-3008-60667	2,327.00
PACIFIC WEST AIR CONDITIO...	213427	03/2024 - CH WATER TREATMENT	HVAC	101-3008-60667	125.00
COUNTY OF RIVERSIDE	213400	05/1/24-04/30/25 - LQ WATER FEATURE...	LQ Park Water Feature	101-3005-60554	422.00
CARRERA AIR	213394	PERMIT REFUND BMCH2023-1071	Electrical Permits	101-0000-42403	11.67
GOVOS, INC.	213408	03/2024 to 06/2024 - STVR PERMITTING...	Professional Services	101-1005-60103	15,280.00
HOME DEPOT CREDIT SERVIC...	213411	SUPPLIES	Materials/Supplies	101-3005-60431	212.97
HOME DEPOT CREDIT SERVIC...	213411	PICTURE HANGER VALUE PACK	Materials/Supplies	101-3008-60431	8.97
HOME DEPOT CREDIT SERVIC...	213411	TOTES WITH WHEELS	Materials/Supplies	101-3008-60431	130.46
HOME DEPOT CREDIT SERVIC...	213411	CONCRETE MIX & STAKES & SCREWS	Materials/Supplies	101-3008-60431	37.26
HOME DEPOT CREDIT SERVIC...	213411	PUSHBROOM	Materials/Supplies	101-3008-60431	35.85
HOME DEPOT CREDIT SERVIC...	213411	ELECTRICAL COVERS	Materials/Supplies	101-3008-60431	10.31
HOME DEPOT CREDIT SERVIC...	213411	SLEEVE ANCHORS & CONCRETE BLOCKS	Materials/Supplies	101-3008-60431	21.85
HOME DEPOT CREDIT SERVIC...	213411	DEADBOLT	Materials/Supplies	101-3008-60431	84.76
HOME DEPOT CREDIT SERVIC...	213411	DEADBOLT & BUCKET & PADLOCKS	Materials/Supplies	101-3008-60431	287.89
HOME DEPOT CREDIT SERVIC...	213411	ANGEL GRINDER TOOL	Tools/Equipment	101-3008-60432	368.66
HOME DEPOT CREDIT SERVIC...	213411	WHEELBARROW	Tools/Equipment	101-3008-60432	151.16
HOME DEPOT CREDIT SERVIC...	213411	LUMBER & PARTS	Operating Supplies	101-7003-60420	159.98
HOME DEPOT CREDIT SERVIC...	213411	GLOVES & STEEL PUNCH & FACESHIELDS	Operating Supplies	101-7003-60420	118.54
HOME DEPOT CREDIT SERVIC...	213411	BOLTS & STORAGE BIN	Operating Supplies	101-7003-60420	38.69
HOME DEPOT CREDIT SERVIC...	213411	SUPPLIES	Operating Supplies	101-7003-60420	129.59
HOME DEPOT CREDIT SERVIC...	213411	MECHANICS TOOL SET	Tools/Equipment	101-7003-60432	140.16
CASTRO, DANNY	213395	FY 23/24 ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reim...	101-1004-50252	57.76
TRIPLETT, ALCADIA	213444	CJPIA TRAINING SNACKS & MEALS REIM...	Travel & Training	101-1004-60320	346.30
FIND FOOD BANK INC	213405	FOOD DISTRIBUTION IN LQ	Grants & Economic Develop...	101-3001-60510	60,000.00
WOODS, COLE	213455	2/25-3/1/24 & 3/10-3/15/24 CACEO TRA...	Travel & Training	101-6004-60320	586.33
INTERWEST CONSULTING G...	213414	10/2023 - ONCALL BUILDING & SAFETY ...	Plan Checks	101-6003-60118	16,056.25
THE HOME DEPOT	213442	PERMIT REFUND BELC2023-0104	Electrical Permits	101-0000-42403	11.67
QUADIENT FINANCE USA, INC.	213431	04/13-07/12/24 - CITYWIDE POSTAGE ...	Postage Machine	101-1007-60661	2,855.35
PAYTON, BROCK	213428	REFUND FOR OVERPAYMENT BRES2023...	Credit Card Fee Revenue	101-0000-43505	717.46
BUILDER SERVICES GROUP, I...	213391	REFUND OVERPAYMENT REFUND LIC-07...	Over Payments, AR Policy	101-0000-20330	50.00
ROADPOST USA INC.	213435	02/23-03/22/24 - EOC SATELLITE PHON...	Mobile/Cell Phones/Satellites	101-2002-61304	203.86
FIRST CHOICE A/C & HEATING..	213406	WC HVAC MAINTENANCE	HVAC	101-3008-60667	197.00
FIRST CHOICE A/C & HEATING..	213406	WC HVAC MAINTENANCE	HVAC	101-3008-60667	244.00
FIRST CHOICE A/C & HEATING..	213406	WC YOGA ROOM HVAC MAINTENANCE	HVAC	101-3008-60667	261.00
TERRA NOVA PLANNING & R...	213441	11/01/23-02/29/24 - ONCALL PLANNING..	Professional Services	101-6002-60103	13,324.88
<b>Fund 101 - GENERAL FUND Total:</b>					<b>304,278.49</b>
<b>Fund: 201 - GAS TAX FUND</b>					
NAI CONSULTING INC	213422	02/2024 HURRICANE HILARY EMERGEN...	Road Improvements	201-7003-72111	525.00

**Demand Register**

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
ZUMAR INDUSTRIES INC	213456	STREET NAME SIGNS	Traffic Control Signs	201-7003-60429	3,968.88
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>4,493.88</b>

**Fund: 202 - LIBRARY & MUSEUM FUND**

OFFICE OF ECONOMIC DEVE...	213425	07/01-09/30/23 - QTR 1 MAKERSPACE ...	Makerspace Operations	202-3009-60105	42,430.68
OFFICE OF ECONOMIC DEVE...	213425	07/01-09/30/23 - QTR 1 MUSEUM CON...	Museum Operations	202-3006-60105	59,374.61
OFFICE OF ECONOMIC DEVE...	213425	10/01-12/31/23 - QTR 2 MAKERSPACE ...	Makerspace Operations	202-3009-60105	38,788.13
OFFICE OF ECONOMIC DEVE...	213425	10/01-12/31/23 - QTR 2 MUSEUM CON...	Museum Operations	202-3006-60105	58,842.96
PACIFIC WEST AIR CONDITIO...	213427	LIBRARY HVAC MAINTENANCE	HVAC	202-3004-60667	716.00
PACIFIC WEST AIR CONDITIO...	213427	03/2024 - LIBRARY WATER TREATMENT	HVAC	202-3004-60667	125.00
HOME DEPOT CREDIT SERVIC...	213411	LED LIGHTS BULBS	Maintenance/Services	202-3006-60691	65.05
FRONTIER COMMUNICATIO...	213407	03/13-04/12/24 - MUSEUM PHONE	Telephone - Utilities	202-3006-61300	126.19
<b>Fund 202 - LIBRARY &amp; MUSEUM FUND Total:</b>					<b>200,468.62</b>

**Fund: 215 - LIGHTING & LANDSCAPING FUND**

WILLDAN FINANCIAL SERVIC...	213453	04/01-06/30/24 - L & L ADMINISTIVE SE...	Administration	215-7004-60102	3,771.89
TRI-STATE MATERIALS INC	213445	AVE 52 HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	2,457.49
TRI-STATE MATERIALS INC	213445	AVE 52 HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	764.51
TRI-STATE MATERIALS INC	213445	AVE 52 HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	1,166.89
TRI-STATE MATERIALS INC	213445	AVE 52 HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	589.13
PWLC II, INC	213430	02/20-02/23/24 - AVE 52 PLANT REPLAC...	Maintenance/Services	215-7004-60691	5,120.00
PWLC II, INC	213430	02/12-02/16/24 - AVE 52 PLANT REPLAC...	Maintenance/Services	215-7004-60691	5,760.00
PWLC II, INC	213430	02/07-02/09/24 - AVE 52 PLANT REPLAC...	Maintenance/Services	215-7004-60691	3,200.00
PWLC II, INC	213430	02/07-02/08/24 - EISENHOWER DR PLA...	Maintenance/Services	215-7004-60691	1,280.00
PWLC II, INC	213430	02/27-03/1/24 - VACANT CITY LOTS WE...	Maintenance/Services	215-7004-60691	2,560.00
HOME DEPOT CREDIT SERVIC...	213411	GRAFFITI REMOVAL SUPPLIES	Supplies-Graffiti and Vandali...	215-7004-60423	58.92
HOME DEPOT CREDIT SERVIC...	213411	PRESSURE WASHER WAND & SURFACE ...	Tools/Equipment	215-7004-60432	281.54
FRONTIER COMMUNICATIO...	213407	03/07-04/06/24 - PHONE SERVICE	Electric - Utilities	215-7004-61116	137.60
FRONTIER COMMUNICATIO...	213407	03/10-04/09/24 - PHONE SVC	Electric - Utilities	215-7004-61116	56.28
IMPERIAL IRRIGATION DIST	213412	ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	562.73
IMPERIAL IRRIGATION DIST	213412	ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	24.41
<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>					<b>27,791.39</b>

**Fund: 221 - AB 939 - CALRECYCLE FUND**

ALPHA MEDIA LLC	213388	02/2024 - RECYCLING RADIO ADS	AB 939 Recycling Solutions	221-0000-60127	3,500.00
<b>Fund 221 - AB 939 - CALRECYCLE FUND Total:</b>					<b>3,500.00</b>

**Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS**

ITERIS	213415	APEX SYSTEM	Construction	401-0000-60188	29,017.16
NAI CONSULTING INC	213422	02/2024 CORPORATE YARD	Professional Services	401-0000-60103	525.00
NAI CONSULTING INC	213422	02/2024 AVE 50 BRIDGE	Professional Services	401-0000-60103	1,565.00
NAI CONSULTING INC	213422	02/2024 PAVEMENT MANAGEMENT PL...	Professional Services	401-0000-60103	3,050.00
NAI CONSULTING INC	213422	02/2024 CITYWIDE MISCELLANEOUS AD...	Professional Services	401-0000-60103	1,917.50
NAI CONSULTING INC	213422	02/2024 COVE TRAILS PARKING LOT IM...	Professional Services	401-0000-60103	525.00
NAI CONSULTING INC	213422	02/2024 PAVEMENT MANAGEMENT PL...	Professional Services	401-0000-60103	2,192.50
NAI CONSULTING INC	213422	02/2024 AVE 48 ART AND MUSIC LINE	Professional Services	401-0000-60103	1,155.00
NAI CONSULTING INC	213422	02/2024 AVE 50 WIDENING IMPROVEM...	Professional Services	401-0000-60103	375.00
NAI CONSULTING INC	213422	02/2024 AVE 58 PAVEMENT REHAB JEE...	Professional Services	401-0000-60103	350.00
NAI CONSULTING INC	213422	02/2024 CITYWIDE PREVENATIVE MAINT...	Professional Services	401-0000-60103	350.00
NAI CONSULTING INC	213422	02/2024 FRITZ BURN PARK IMPROVEM...	Professional Services	401-0000-60103	737.50
NAI CONSULTING INC	213422	02/2024 LQ LANDSCAPE IMPROVEMENTS	Professional Services	401-0000-60103	2,875.00
NAI CONSULTING INC	213422	02/2024 XPARK BUILDING ADA IMPROV...	Professional Services	401-0000-60103	187.50
NAI CONSULTING INC	213422	02/2024 HWY 111 REHABILITATION	Professional Services	401-0000-60103	10,780.00
NAI CONSULTING INC	213422	02/2024 VILLAGE ART/CULTURAL PLAZA	Professional Services	401-0000-60103	637.50
NAI CONSULTING INC	213422	02/2024 CIVIC CENTER CAMPUS LAKE I...	Professional Services	401-0000-60103	387.50
NAI CONSULTING INC	213422	02/2024 DRA CITYWIDE DRAINAGE ENH...	Professional Services	401-0000-60103	350.00
NAI CONSULTING INC	213422	02/2024 DUNE PALMS BRIDGE IMPROV...	Professional Services	401-0000-60103	3,370.00
NAI CONSULTING INC	213422	02/2024 AVE 52 MONROE STREET	Construction	401-0000-60188	175.00
GRANITE CONSTRUCTION C...	213409	FRED WARNING REHAB RETENTION PA...	Retention Payable	401-0000-20600	111,307.10
PLANIT REPROGRAPHICS SYS...	213429	CITYWIDE MISC ADA IMPROVEMENTS C...	Construction	401-0000-60188	72.73
LANDMARK CONSULTANTS, ...	213417	2/15-2/28/24 MONROE ST PAVEMENT ...	Technical	401-0000-60108	3,310.80
<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>					<b>175,212.79</b>

**Demand Register**

Packet: APPKT03755 - 03/22/2024 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 501 - FACILITY &amp; FLEET REPLACEMENT</b>					
AUTOZONE	213389	AIR & CABIN FILTERS	Parts, Accessories, and Upfits	501-0000-60675	339.10
AUTOZONE	213389	AIR FILTER	Parts, Accessories, and Upfits	501-0000-60675	150.00
AUTOZONE	213389	BUG REMOVER WASHER FLUID	Parts, Accessories, and Upfits	501-0000-60675	30.83
HOME DEPOT CREDIT SERVIC...	213411	SAFETY GRIP TAPE	Parts, Accessories, and Upfits	501-0000-60675	55.50
<b>Fund 501 - FACILITY &amp; FLEET REPLACEMENT Total:</b>					<b>575.43</b>
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
CHARTER COMMUNICATIONS..	213397	03/10-04/09/24 - CH INTERNET (2546)	Cable/Internet - Utilities	502-0000-61400	2,079.00
INSIGHT PUBLIC SECTOR, INC.	213413	12.9" IPAD PRO 6TH GEN WIFI+ CELLUL...	Machinery & Equipment	502-0000-80100	28.00
INSIGHT PUBLIC SECTOR, INC.	213413	12.9" IPAD PRO 6TH GEN WIFI+ CELLUL...	Machinery & Equipment	502-0000-80100	9,009.00
INSIGHT PUBLIC SECTOR, INC.	213413	12.9" IPAD PRO 6TH GEN WIFI+ CELLUL...	Machinery & Equipment	502-0000-80100	788.29
ACORN TECHNOLOGY SERVI...	213384	03/2024 - TRAFFIC SERVER MAINTENAN...	Consultants	502-0000-60104	965.00
TPX COMMUNICATIONS	213443	02/23-03/22/24 - PHONE LINE SERVICE	Telephone - Utilities	502-0000-61300	3,793.67
RINCON CONSULTANTS, INC.	213434	02/2024 GEOGRAPIC INFORMATION SY...	Software Licenses	502-0000-60301	14,357.75
VERIZON WIRELESS	213448	02/02-03/01/24 - BACKUP SERVER (2183)	Cable/Internet - Utilities	502-0000-61400	66.17
MICROSOFT CORPORATION	213421	01/10-02/09/2024 - MS AZURE ONLINE ...	Software Licenses	502-0000-60301	797.02
MICROSOFT CORPORATION	213421	02/10-03/09/24 - MS AZURE ONLINE SV...	Software Licenses	502-0000-60301	759.75
CARASOFT TECHNOLOGY C...	213393	PROFESSIONAL IMPLEMENTATION & SO...	Software Licenses	502-0000-60301	74,148.17
FRONTIER COMMUNICATIO...	213407	03/12-04/11/24 - X-PARK INTERNET	Cable/Internet - Utilities	502-0000-61400	1,780.17
FRONTIER COMMUNICATIO...	213407	03/04-04/03/24 - WC INTERNET	Cable/Internet - Utilities	502-0000-61400	828.00
FRONTIER COMMUNICATIO...	213407	03/04-04/03/24 - DSL SVC	Cable/Internet - Utilities	502-0000-61400	424.65
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>109,824.64</b>
<b>Fund: 601 - SILVERROCK RESORT</b>					
HOME DEPOT CREDIT SERVIC...	213411	RETURN SINK	Repair & Maintenance	601-0000-60660	-85.90
HOME DEPOT CREDIT SERVIC...	213411	FLOOD LIGHTS & LED BULBS	Repair & Maintenance	601-0000-60660	195.53
HOME DEPOT CREDIT SERVIC...	213411	SINK & SINK PARTS	Repair & Maintenance	601-0000-60660	216.06
HOME DEPOT CREDIT SERVIC...	213411	SINK	Repair & Maintenance	601-0000-60660	85.91
<b>Fund 601 - SILVERROCK RESORT Total:</b>					<b>411.60</b>
<b>Grand Total:</b>					<b>826,556.84</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	304,278.49
201 - GAS TAX FUND	4,493.88
202 - LIBRARY & MUSEUM FUND	200,468.62
215 - LIGHTING & LANDSCAPING FUND	27,791.39
221 - AB 939 - CALRECYCLE FUND	3,500.00
401 - CAPITAL IMPROVEMENT PROGRAMS	175,212.79
501 - FACILITY & FLEET REPLACEMENT	575.43
502 - INFORMATION TECHNOLOGY	109,824.64
601 - SILVERROCK RESORT	411.60
<b>Grand Total:</b>	<b>826,556.84</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-20330	Over Payments, AR Policy	50.00
101-0000-42403	Electrical Permits	23.34
101-0000-43505	Credit Card Fee Revenue	717.46
101-1002-60400	Office Supplies	44.16
101-1004-50252	Annual Wellness Dollar ...	57.76
101-1004-60320	Travel & Training	346.30
101-1005-60103	Professional Services	15,280.00
101-1007-60403	Citywide Supplies	786.06
101-1007-60470	Postage	42.99
101-1007-60661	Postage Machine	2,855.35
101-2002-60103	Professional Services	10,769.24
101-2002-60670	Fire Station	284.81
101-2002-60691	Maintenance/Services	2,369.60
101-2002-61300	Telephone - Utilities	1,798.72
101-2002-61304	Mobile/Cell Phones/Sate...	496.99
101-3001-60510	Grants & Economic Deve...	60,000.00
101-3002-60107	Instructors	5,011.00
101-3003-60149	Community Experiences	1,244.00
101-3005-60117	Civic Center Lake Maint...	1,350.00
101-3005-60189	SilverRock Lake Mainten...	1,350.00
101-3005-60431	Materials/Supplies	6,124.76
101-3005-60554	LQ Park Water Feature	422.00
101-3005-60691	Maintenance/Services	8,199.00
101-3007-60461	Marketing & Tourism Pr...	44,501.65
101-3008-60115	Janitorial	559.00
101-3008-60116	Pest Control	335.00
101-3008-60431	Materials/Supplies	617.35
101-3008-60432	Tools/Equipment	519.82
101-3008-60667	HVAC	10,981.00
101-6002-60103	Professional Services	13,324.88
101-6003-60118	Plan Checks	43,908.75
101-6004-60103	Professional Services	4,641.43
101-6004-60111	Administrative Citation ...	504.27
101-6004-60197	Animal Shelter Contract ...	54,368.78
101-6004-60320	Travel & Training	586.33
101-6004-60400	Office Supplies	159.34
101-7003-60103	Professional Services	3,900.00
101-7003-60420	Operating Supplies	4,752.07
101-7003-60432	Tools/Equipment	225.28
101-7006-60104	Consultants	700.00
101-7006-60144	Contract Traffic Engineer	70.00
201-7003-60429	Traffic Control Signs	3,968.88
201-7003-72111	Road Improvements	525.00
202-3004-60667	HVAC	841.00
202-3006-60105	Museum Operations	118,217.57
202-3006-60691	Maintenance/Services	65.05

**Account Summary**

Account Number	Account Name	Expense Amount
202-3006-61300	Telephone - Utilities	126.19
202-3009-60105	Makerspace Operations	81,218.81
215-7004-60102	Administration	3,771.89
215-7004-60423	Supplies-Graffiti and Va...	58.92
215-7004-60431	Materials/Supplies	4,978.02
215-7004-60432	Tools/Equipment	281.54
215-7004-60691	Maintenance/Services	17,920.00
215-7004-61116	Electric - Utilities	756.61
215-7004-61117	Electric - Medians - Utilit...	24.41
221-0000-60127	AB 939 Recycling Solutio...	3,500.00
401-0000-20600	Retention Payable	111,307.10
401-0000-60103	Professional Services	31,330.00
401-0000-60108	Technical	3,310.80
401-0000-60188	Construction	29,264.89
501-0000-60675	Parts, Accessories, and ...	575.43
502-0000-60104	Consultants	965.00
502-0000-60301	Software Licenses	90,062.69
502-0000-61300	Telephone - Utilities	3,793.67
502-0000-61400	Cable/Internet - Utilities	5,177.99
502-0000-80100	Machinery & Equipment	9,825.29
601-0000-60660	Repair & Maintenance	411.60
<b>Grand Total:</b>		<b>826,556.84</b>

**Project Account Summary**

Project Account Key	Project Account Name	Project Name	Expense Amount
**None**	**None**	**None**	596,943.81
111205P	Professional Expense	Dune Palms Bridge Imp/BRLKS-54	3,370.00
201603P	Professional Expense	La Quinta Landscape Renovation	2,875.00
201606P	Professional Expense	Civic Center Campus Lake/Irrigati	387.50
201804E	Landscape & Lighting Median Islan...	Landscape & Lighting Median Isla	26,249.81
201805P	Professional Expense	Corporate Yard Admin Offices & I	525.00
201901P	Professional Expense	Village Art Plaza Promenade & Ct	637.50
201902P	Professional Expense	Avenue 50 Bridge Spanning the E	1,565.00
202008P	Professional Expense	Avenue 48 Art and Music Line Prc	1,155.00
202102P	Professional Expense	Fritz Burns Park Improvements	737.50
202203RP	Retention Payable	Fred Waring Drive Pavement Reh	111,307.10
202205P	Professional Expense	Avenue 50 Widening Improve	375.00
202215E	Landscape Maintenance Refurbis...	Landscape Maint Refurbishment-	2,560.00
202225P	Professional Expense	Highway 111 Rehabilitation Proje	10,780.00
202230P	Professional Expense	Cove Trails Parking Lot Improver	525.00
202301P	Professional Expense	Avenue 58 Pavement Rehab (Jeff	350.00
202302P	Professional Expense	Avenue 52 Monroe Street	175.00
202307CT	Construction Expense	Citywide Miscellaneous ADA Imp	72.73
202307P	Professional Expense	Citywide Miscellaneous ADA Imp	1,917.50
202308P	Professional Expense	X Park Building ADA Improvemen	187.50
202315P	Professional Expense	FY22/23 Pavement Management	3,050.00
202315T	Technical Expense	FY22/23 Pavement Management	3,310.80
202316P	Professional Expense	FY23/24 Pavement Management	2,192.50
202320P	Cyclone Hilary Professional Expense	Tropical Cyclone Hilary	525.00
2324CPMP	Professional Expense	FY23/24 Citywide Preventative M	350.00
2324DRAP	Professional Expense	FY 23/24 Citywide Drainage Enha	350.00
2324TMICT	Construction Expense	FY23/24 Traffic Maintenance Imp	29,017.16
BDAYE	City Picnic & Birthday Celebration ...	City Picnic & Birthday Celebrator	825.00
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	3,900.00
ROCKETE	Mission La Quinta Rocket Launch E...	Mission La Quinta Rocket Launch	419.00
STVRE	Short Term Vacation Rental Expen...	Short Term Vacation Rental Tract	19,921.43
<b>Grand Total:</b>		<b>826,556.84</b>	

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

# City of La Quinta

Bank Transactions 03/11/2024-03/22/2024

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## Wire Transaction

Listed below are the wire transfers from 03/11/2024-03/22/2024.

### Wire Transfers:

03/13/2024 - WIRE TRANSFER - J&H ASSET PROPERTY MANAGEMENT	\$61,118.26
03/15/2024 - WIRE TRANSFER - CALPERS	\$5,750.77
03/15/2024 - WIRE TRANSFER - CALPERS	\$15,844.70
03/15/2024 - WIRE TRANSFER - CALPERS	\$30,746.34
03/15/2024 - WIRE TRANSFER - MIDAMERICA	\$19,066.88
03/18/2024 - WIRE TRANSFER - MISSION SQUARE	\$1,100.00
03/18/2024 - WIRE TRANSFER - MISSION SQUARE	\$4,075.00
03/18/2024 - WIRE TRANSFER - MISSION SQUARE	\$12,818.19
03/19/2024 - WIRE TRANSFER - STERLING	\$1,595.80
03/19/2024 - WIRE TRANSFER - COLONIAL LIFE	\$9,144.56
03/19/2024 - WIRE TRANSFER - LINCOLN LIFE	\$20,646.41
03/21/2024 - WIRE TRANSFER - LANDMARK	\$247,016.54
TOTAL WIRE TRANSFERS OUT	<u>\$428,923.45</u>

# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

**AGENDA TITLE:** APPROVE DEMAND REGISTERS FOR SOUTHERN CALIFORNIA GAS COMPANY DATED JANUARY 12, FEBRUARY 16, AND MARCH 8, 2024

### RECOMMENDATION

Approve demand registers for Southern California Gas Company dated January 12, February 16, and March 8, 2024.

**EXECUTIVE SUMMARY** – None

### FISCAL IMPACT

Demand of Cash:

City	\$	5,422.78
Successor Agency of RDA	\$	-
Housing Authority	\$	-
	\$	<u>5,422.78</u>

### BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for Southern California Gas Company dated January 12, February 16, and March 8, 2024.

Warrants Issued:

212863	\$	892.09
213175	\$	1,657.00
213280	\$	2,873.69
	\$	<u>5,422.78</u>

Prepared by: Jesse Batres, Finance Technician  
 Approved by: Rosemary Hallick, Principal Management Analyst

Attachment: 1. Demand Registers

# Demand Register

Packet: APPKT03691 - 01/12/2024 JB



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
THE GAS COMPANY	212863	11/20-12/19/23 - FS #32 GAS SVC	Gas - Utilities	101-2002-61100	64.89
THE GAS COMPANY	212863	11/20-12/19/23 - CH GAS SVC	Gas - Utilities	101-3008-61100	350.38
THE GAS COMPANY	212863	11/20-12/19/23 - FB POOL GAS SVC	Gas-Utilities FB Pool	101-3005-61100	14.30
THE GAS COMPANY	212863	11/20-12/19/23 - WC GAS SVC	Gas - Utilities	101-3008-61100	276.31
THE GAS COMPANY	212863	11/28-12/28/23 - FS #93 GAS SVC	Gas - Utilities	101-2002-61100	133.62
<b>Fund 101 - GENERAL FUND Total:</b>					<b>839.50</b>
<b>Fund: 202 - LIBRARY &amp; MUSEUM FUND</b>					
THE GAS COMPANY	212863	11/20-12/19/23 - LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	39.59
<b>Fund 202 - LIBRARY &amp; MUSEUM FUND Total:</b>					<b>39.59</b>
<b>Fund: 501 - FACILITY &amp; FLEET REPLACEMENT</b>					
THE GAS COMPANY	212863	12/2023 - SWEEPER FUEL	Street Sweeper	501-0000-60678	13.00
<b>Fund 501 - FACILITY &amp; FLEET REPLACEMENT Total:</b>					<b>13.00</b>
<b>Grand Total:</b>					<b>892.09</b>



**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	839.50
202 - LIBRARY & MUSEUM FUND	39.59
501 - FACILITY & FLEET REPLACEMENT	13.00
<b>Grand Total:</b>	<b>892.09</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-2002-61100	Gas - Utilities	198.51
101-3005-61100	Gas-Utilities FB Pool	14.30
101-3008-61100	Gas - Utilities	626.69
202-3004-61100	Gas - Utilities	39.59
501-0000-60678	Street Sweeper	13.00
<b>Grand Total:</b>		<b>892.09</b>

**Project Account Summary**

Project Account Key	Project Account Name	Project Name	Expense Amount
**None**	**None**	**None**	879.09
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	13.00
	<b>Grand Total:</b>		<b>892.09</b>

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

# Demand Register



City of La Quinta

Packet: APPKT03724 - 02/16/2024 SOCAL GAS

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
THE GAS COMPANY	213175	12/19/23-01/19/24 - FS #32 GAS SVCS	Gas - Utilities	101-2002-61100	66.61
THE GAS COMPANY	213175	12/19/23-01/19/24 - CH GAS SVC	Gas - Utilities	101-3008-61100	685.19
THE GAS COMPANY	213175	12/19/23-01/19/24 - FB POOL GAS SVC	Gas - Utilities	101-3008-61100	15.29
THE GAS COMPANY	213175	12/16/23-01/19/24 - WC GAS SVC	Gas - Utilities	101-3008-61100	465.48
THE GAS COMPANY	213175	12/28/23-01/26/24 - FS #93 GAS SVC	Gas - Utilities	101-2002-61100	256.96
<b>Fund 101 - GENERAL FUND Total:</b>					<b>1,489.53</b>
<b>Fund: 202 - LIBRARY &amp; MUSEUM FUND</b>					
THE GAS COMPANY	213175	12/19/23-01/19/24 - LIBRARY GAS SVC	Gas - Utilities	202-3004-61100	167.47
<b>Fund 202 - LIBRARY &amp; MUSEUM FUND Total:</b>					<b>167.47</b>
<b>Grand Total:</b>					<b>1,657.00</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	1,489.53
202 - LIBRARY & MUSEUM FUND	167.47
<b>Grand Total:</b>	<b>1,657.00</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-2002-61100	Gas - Utilities	323.57
101-3008-61100	Gas - Utilities	1,165.96
202-3004-61100	Gas - Utilities	167.47
<b>Grand Total:</b>		<b>1,657.00</b>

**Project Account Summary**

Project Account Key	Project Account Name	Project Name	Expense Amount
**None**	**None**	**None**	1,657.00
	<b>Grand Total:</b>	<b>1,657.00</b>	

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

# Demand Register



City of La Quinta

Packet: APPKT03741 - 3/8/24 SO CAL GAS

Vendor Name	Payment Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 101 - GENERAL FUND</b>					
THE GAS COMPANY	213280	1/19-2/20/24 FS #32 GAS SVC	101-2002-61100	Gas - Utilities	129.37
THE GAS COMPANY	213280	1/19-2/20/24 CH GAS SVC	101-3008-61100	Gas - Utilities	1,686.46
THE GAS COMPANY	213280	1/19-2/20/24 FB POOL GAS ...	101-3008-61100	Gas - Utilities	15.78
THE GAS COMPANY	213280	1/19-2/20/24 WC GAS SVC	101-3008-61100	Gas - Utilities	336.71
THE GAS COMPANY	213280	1/26-2/27/24 FS #93 GAS SVC	101-2002-61100	Gas - Utilities	179.02
THE GAS COMPANY	213280	01/2024 SWEEPER FUEL	101-3008-61100	Gas - Utilities	13.00
<b>Fund 101 - GENERAL FUND Total:</b>					<b>2,360.34</b>
<b>Fund: 202 - LIBRARY &amp; MUSEUM FUND</b>					
THE GAS COMPANY	213280	1/19-2/20/24 LIBRARY GAS S...	202-3004-61100	Gas - Utilities	513.35
<b>Fund 202 - LIBRARY &amp; MUSEUM FUND Total:</b>					<b>513.35</b>
<b>Grand Total:</b>					<b>2,873.69</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
101 - GENERAL FUND	2,360.34
202 - LIBRARY & MUSEUM FUND	513.35
<b>Grand Total:</b>	<b>2,873.69</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
101-2002-61100	Gas - Utilities	308.39
101-3008-61100	Gas - Utilities	2,051.95
202-3004-61100	Gas - Utilities	513.35
<b>Grand Total:</b>		<b>2,873.69</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	2,873.69
<b>Grand Total:</b>	<b>2,873.69</b>

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

[CLICK HERE to Return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: April 2, 2024

## STAFF REPORT

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**AGENDA TITLE:** DISCUSS PROJECTS TO BE INCLUDED IN FISCAL YEARS 2024/25 THROUGH 2028/29 CAPITAL IMPROVEMENT PROGRAM

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### RECOMMENDATION

Discuss projects to be included in fiscal years 2024/25 through 2028/29 Capital Improvement Program and provide Staff direction.

### EXECUTIVE SUMMARY

- The Capital Improvement Program (CIP) is a five-year plan for major construction projects such as bridges, streets, traffic signals, drainage facilities, landscaping, lighting, parks, and other facilities.
- Based upon Council and resident input over the past year, Staff developed a preliminary scope and budget for various projects proposed for the fiscal year (FY) 2024/25 CIP budget.
- Council will be requested to appropriate funds for the FY 2024/25 CIP improvements when the operating budget and final CIP is considered in June 2024.

### FISCAL IMPACT

This review does not include fiscal impact. Revenue sources are identified in Attachment 1.

### BACKGROUND/ANALYSIS

Staff recommends the following projects be included in the FY 2024/25 CIP:

#### **Transportation Projects**

Transportation projects are generally funded through the Pavement Management Plan (General Fund), Transportation Development Impact Fees (DIF), Gas Tax, Measure A, SB1, and ATP funds.

- 2024/25 Pavement Management Plan (General Fund: \$2M)  
The City of La Quinta's current Five-Year Pavement Management Plan (PMP) (Attachment 2) spans from 2021 to 2026. The proposed 2024/25 projects include slurry seal and crack seal on streets within the Cove, Fred Waring Drive between Dune Palms Road and Jefferson Street, Calle Cadiz, Saguaro Road, and the Cactus Flower neighborhood in north La Quinta.
- Highway 111 Corridor Area Plan Implementation and Pavement Resurfacing (Earmark: \$4M, Measure G: \$3.05M, SB1: \$950K)  
Implement the Highway 111 Corridor Area Plan improvements, which may include landscape, connectivity, and circulation improvements, entry monuments, wayfinding, catalyst project sites, lighting, and art installations. This fiscal year also includes the resurfacing of Highway 111 within the city limits and ADA curb ramp improvements. The resurfacing project was successfully awarded Congressionally Directed Spending (Earmark funding) through Congressman Calvert.
- Dune Palms Pavement Rehabilitation (Measure A: \$200K)  
Additional construction funding for the rehabilitation of Dune Palms Road between Miles Avenue and Fred Waring Drive.
- Avenue 50 Widening Improvements (Transportation DIF: \$579K)  
This project will be completed in partnership with the City of Indio and includes Widening Avenue 50 from Jefferson Street to Madison Street to the general plan roadway conditions, including a multi-use trail along the north side.
- Avenue 50 Sidewalk Improvements (Measure A: \$400K)  
This project includes construction of a 6 ft. sidewalk on the north side of Avenue 50 Street from Washington Street to Avenida Montero.
- Washington Street Sidewalk Improvements (Reprogram of 23/24 SB1: \$478K)  
This project includes construction of a 6 ft. sidewalk on the east side of Washington Street from Calle Tampico to Avenue 50.
- Cove Area Slurry Seal Improvements Phase I (Measure A: \$950K)  
This project is the first of two phases to complete the slurry seal improvements of the cove area streets.
- Avenue 52 at Jefferson Street Roundabout Improvements (Transportation DIF: \$600K)  
This project will provide an assessment and re-design of the existing roundabout at Avenue 52 and Jefferson Street.
- SilverRock Way Slurry Seal Improvements (Measure A: \$500K)  
Improvements include slurry seal and dig outs of SilverRock Way from Avenue 52 to Jefferson Street.



## Drainage Improvements

- Citywide Drainage Enhancements (Earmark: \$2M, General Fund: \$477K)  
This project will upgrade drainage facilities for a minimum 150-year storm protection in accordance with the Focused Drainage Study. The upcoming drainage projects to be completed are Eisenhower Drive at Avenue 50 and on Avenida Bermudas north of Calle Tampico. Staff is currently pursuing funding for these projects from Earmark funding through Senator Laphonza Butler's and Senator Alex Padilla's offices.

## Parks and Facilities Projects

- Landscape and Lighting Median Island Improvements (General Fund: \$500K)  
This project entails refurbishing City-owned medians south of Highway 111, prioritized over five years. Staff has developed an implementation strategy that recommends priorities and landscape materials.
- Maintenance and Operations Yard (General Fund: \$500K, Measure G: \$400K, Maintenance and Facilities Development Impact Fees: \$100K)  
This project was approved by Council as part of the 2018/19 CIP. The proposed funding will begin the construction phase for the Maintenance and Operations Yard improvements.
- Cultural Campus (Measure G: \$1M, Community and Cultural Center DIF: \$500K)  
This project was approved by Council as part of the 2019/20 CIP. The proposed funding includes additional Construction funding for the Cultural Campus site improvements.
- Fritz Burns Park Improvements (Measure G: \$2.5M, General Fund: \$2M, Reprogram Project 2023-04: \$500K)  
This project was approved by Council as part of the 2021/22 CIP. The proposed funding includes construction funding for the three phases of additional park amenity improvements at Fritz Burns Park once the design effort is complete.
- City Hall Drainage Improvements (General Fund: \$1M)  
This project will address exterior drainage improvements needed to prevent flooding at La Quinta City Hall for future storm events.
- Citywide Dog Park Improvements (Reprogram Project 2023-10: \$1M, Measure G: \$500K)  
This project entails the construction of dog park facilities at SilverRock Park and in north La Quinta. Improvements may include agility elements, seating, and drinking fountains.

- Welcome Center Improvements (Measure G: \$750K)  
Construction of a restroom facility, drinking fountain, and bicycle tune-up station at the new City-owned Welcome Center property located near the entrance to the Bear Creek Trail on Eisenhower Drive and Calle Tampico.

### Recurring Maintenance Funds

- ADA Accessible Ramps – Various Locations (General Fund: \$20K)
- Citywide Preventative Maintenance Plan Improvements (Equipment Replacement Fund: \$50K)
- Sidewalks – Various Locations (General Fund: \$50K)
- Citywide Traffic Signal Maintenance Improvements (Measure A: \$235K)

### Other Adjustments

- Citywide Miscellaneous Concrete Improvements (General Fund: \$1M)  
This project entails the repair or replacement of sidewalk panels, curb and gutters, and other various concrete improvements throughout the City.
- Citywide Miscellaneous ADA Improvements (CDBG: \$175K)  
This is a continuation of implementing ADA improvements at City parks, buildings, intersection curb ramps and sidewalks based upon the City's ADA Transition Plan Report.
- Village Parking Lot Utility Undergrounding (General Fund: \$500K)  
This project would entail the undergrounding of several existing utility poles on the City-owned parking lot on Avenida Bermudas near Avenida La Fonda in the La Quinta Village. Undergrounding of the utility poles would allow for better use of the parking lot.

### Existing Developer Impact Fee Reimbursement Agreements (Transportation DIF: \$400K)

The City entered into reimbursement agreements with nine development entities that constructed improvements for the benefit of the City in anticipation of future reimbursement from development impact fees. In 2017 the Council set reimbursement priorities; 9 of 11 developers submitted the required documentation and have been included in the approved repayment plan (Attachment 3).

### Projects on the Horizon

The CIP also identified future year projects, some of which are listed below:

- Corporate Centre Drive Gap Closure (FY 2025/26)
- Avenue 47 Pavement Rehabilitation (Washington Street to Adams Street) (FY 2025/26)

- North La Quinta Slurry Seal Improvements/Pavement Repair (FY 2026/27)
- Washington Street Pavement Rehabilitation Project (Sagebrush Lane to Fred Waring Drive) (FY 2027/28)

Staff seeks direction on all projects included in the draft CIP. After incorporating comments from Council, an updated CIP program will be presented for adoption in June.

Prepared by: Julie Mignogna, Management Analyst

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

Attachments:

1. Draft FY 2024/25 through 2028/29 CIP Project Revenue Summary
2. 2021 Pavement Management - 5 Year Plan
3. DIF Reimbursement Agreement Repayment Schedule

**CITY OF LA QUINTA  
CAPITAL IMPROVEMENT PROGRAM  
REVENUE SUMMARY**

**STUDY SESSION ITEM 1:  
ATTACHMENT 1 - REVISED**

Project #	Project Description	General Fund Operating	Measure G Sales Tax	Community /Cultural Center DIF	SB 1 Road Maint/Rehab	DIF Transportation	Maintenance and Facilities DIF	Measure A	Other Revenue	Other Revenue Source	Total
<b>2024/2025</b>											
2425ADA	ADA Accessible Ramps - Various Locations	20,000									20,000
2425CPM	Citywide Preventative Maintenance Plan Improvements								50,000	Equip Replacement Fund	50,000
2425PMP	Pavement Management Plan Street Improvements	2,000,000									2,000,000
2425STI	Sidewalks - Various Locations	55,000									55,000
2425TMI	Citywide Traffic Signal Maintenance Improvements							235,000			235,000
2425DRA	Citywide Drainage Enhancements	477,000							2,000,000	Earmark Funding 2025	2,477,000
201702	Developer Reimbursement for DIF Eligible Improvements					400,000					400,000
201804	Landscape and Lighting Median Island Improvements	500,000									500,000
201805	Maintenance and Operations Yard	500,000	400,000						100,000		1,000,000
201901	Cultural Campus		1,000,000	500,000							1,500,000
201905	Highway 111 Corridor Area Plan Implementation (for 2022-25)		3,050,000		950,000				4,000,000	Earmark Funding 2024	8,000,000
202101	Dune Palms Pavement Rehabilitation (Miles Avenue to Fred Waring Drive)							200,000			200,000
202102	Fritz Burns Park Improvements	2,000,000	2,500,000						500,000	Reprogram project 202304	5,000,000
202205	Avenue 50 Widening Improvements (Jefferson Street to Madison Street)					579,109					579,109
202401	Avenue 50 Sidewalk Improvements (Washington Street to Avenida Montero)							400,000			400,000
202402	Washington Street Sidewalk Improvements (Calle Tampico to Avenue 52)				478,000					Reprogram of 23/24 SB1 funds	478,000
202403	Cove Area Slurry Seal Improvements Phase 1							950,000			950,000
202404	City Hall Drainage Improvements	1,000,000									1,000,000
202405	Citywide Miscellaneous ADA Improvements								175,000	CDBG	175,000
202406	Citywide Miscellaneous Concrete Improvements	1,000,000									1,000,000
202407	Citywide Dog Park Improvements		500,000						1,000,000	Reprogram project 202310	1,500,000
202408	Village Parking Lot Utility Undergrounding	500,000									500,000
202409	Welcome Center Improvements		750,000								750,000
202410	Avenue 52 at Jefferson Street Roundabout Improvements					600,000					600,000
202411	SilverRock Way Slurry Seal Improvements							500,000			500,000
	<b>FY 2024/2025 SUBTOTAL:</b>	<b>8,052,000</b>	<b>8,200,000</b>	<b>500,000</b>	<b>1,428,000</b>	<b>1,579,109</b>	<b>100,000</b>	<b>2,285,000</b>	<b>7,725,000</b>		<b>29,869,109</b>
<b>2025/2026</b>											
2526ADA	ADA Accessible Ramps - Various Locations	20,000									20,000
2526CPM	Citywide Preventative Maintenance Plan Improvements								50,000	Equip Replacement Fund	50,000
2526PMP	Pavement Management Plan Street Improvements	2,000,000									2,000,000
2526STI	Sidewalks - Various Locations	55,000									55,000
2526TMI	Citywide Traffic Signal Maintenance Improvements							235,000			235,000
2425DRA	Citywide Drainage Enhancements	477,000									477,000
201702	Developer Reimbursement for DIF Eligible Improvements					400,000					400,000
201804	Landscape and Lighting Median Island Improvements	500,000									500,000
201805	Maintenance and Operations Yard	3,500,000	4,000,000								7,500,000
201905	Highway 111 Corridor Area Plan Implementation		1,000,000								1,000,000
202501	Citywide Striping Refresh							500,000			500,000
202502	Highway 111/Simon Drive Dual Left Turn Lanes							723,850			723,850
202503	Cove Area Slurry Seal Improvements Phase 2				950,000						950,000
202504	Avenue 47 Pavement Rehabilitation (Washington Street to Adams Street)							512,617			512,617
202505	Phase III Public Safety Camera System		3,000,000								3,000,000
202506	Washington Street at Lake La Quinta Drive (New Traffic Signal)					430,000					430,000
202507	Francis Hack Lane Pavement Rehabilitation (Avenida Bermudas to Cul-De-Sac)							580,000			580,000
202508	Corporate Centre Drive Gap Closure					1,000,000					1,000,000
202509	5-Year PMP Update							75,000			75,000
	<b>FY 2025/2026 SUBTOTAL:</b>	<b>6,552,000</b>	<b>8,000,000</b>	<b>0</b>	<b>950,000</b>	<b>1,830,000</b>		<b>2,626,467</b>	<b>50,000</b>		<b>20,008,467</b>
<b>2026/2027</b>											
2627ADA	ADA Accessible Ramps - Various Locations	20,000									20,000
2627CPM	Citywide Preventative Maintenance Plan Improvements								50,000	Equip Replacement Fund	50,000
2627PMP	Pavement Management Plan Street Improvements	2,000,000									2,000,000

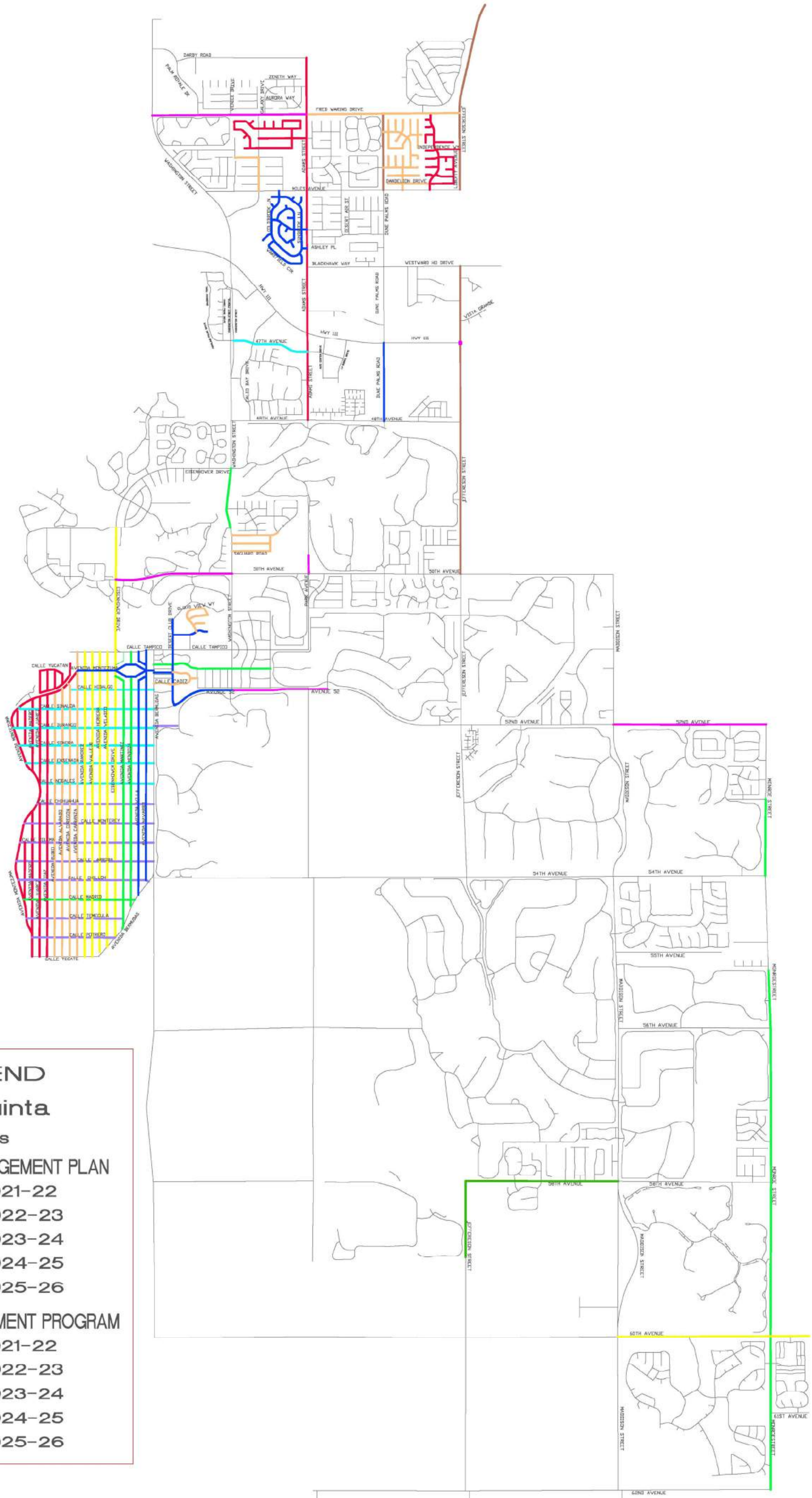
ATTACHMENT 1 - REVISED

**CITY OF LA QUINTA  
CAPITAL IMPROVEMENT PROGRAM  
REVENUE SUMMARY**

Project #	Project Description	General Fund Operating	Measure G Sales Tax	Community /Cultural Center DIF	SB 1 Road Maint/Rehab	DIF Transportation	Maintenance and Facilities DIF	Measure A	Other Revenue	Other Revenue Source	Total
2627STI	Sidewalks - Various Locations	55,000									55,000
2627TMI	Citywide Traffic Signal Maintenance Improvements							235,000			235,000
2627DRA	Citywide Drainage Enhancements	477,000									477,000
201702	Developer Reimbursement for DIF Eligible Improvements					400,000					400,000
201804	Landscape and Lighting Median Island Improvements	500,000									500,000
201905	Highway 111 Corridor Area Plan Implementation		1,000,000								1,000,000
202601	North La Quinta Slurry Seal Improvements/Pavement Repair							1,500,000			1,500,000
202602	Citywide Arterial Slurry Seal Improvements				1,000,000						1,000,000
<b>FY 2026/2027 SUBTOTAL:</b>		<b>3,052,000</b>	<b>1,000,000</b>	<b>0</b>	<b>1,000,000</b>	<b>400,000</b>		<b>1,735,000</b>	<b>50,000</b>		<b>7,237,000</b>
<b>2027/2028</b>											
2728ADA	ADA Accessible Ramps - Various Locations	20,000									20,000
2728CPM	Citywide Preventative Maintenance Plan Improvements								50,000 Equip Replacement Fund		50,000
2728PMP	Pavement Management Plan Street Improvements	2,000,000									2,000,000
2728STI	Sidewalks - Various Locations	55,000									55,000
2728TMI	Citywide Traffic Signal Maintenance Improvements							235,000			235,000
2728DRA	Citywide Drainage Enhancements	477,000									477,000
201702	Developer Reimbursement for DIF Eligible Improvements					400,000					400,000
201804	Landscape and Lighting Median Island Improvements	500,000									500,000
201905	Highway 111 Corridor Area Plan Implementation		1,000,000								1,000,000
202701	Washington Street Pavement Rehabilitation Project (Sagebrush Lane to Fred Waring Drive)				994,367			2,000,000			2,994,367
<b>FY 2027/2028 SUBTOTAL:</b>		<b>3,052,000</b>	<b>1,000,000</b>	<b>0</b>	<b>994,367</b>	<b>400,000</b>		<b>2,235,000</b>	<b>50,000</b>		<b>7,731,367</b>
<b>2028/2029</b>											
2829ADA	ADA Accessible Ramps - Various Locations	20,000									20,000
2829CPM	Citywide Preventative Maintenance Plan Improvements								50,000 Equip Replacement Fund		50,000
2829PMP	Pavement Management Plan Street Improvements	2,000,000									2,000,000
2829STI	Sidewalks - Various Locations	55,000									55,000
2829TMI	Citywide Traffic Signal Maintenance Improvements							235,000			235,000
2829DRA	Citywide Drainage Enhancements	477,000									477,000
201702	Developer Reimbursement for DIF Eligible Improvements					400,000					400,000
201804	Landscape and Lighting Median Island Improvements	500,000									500,000
201905	Highway 111 Corridor Area Plan Implementation		1,000,000								1,000,000
202701	Washington Street Pavement Rehabilitation Project (Sagebrush Lane to Fred Waring Drive)				998,053			1,995,502			2,993,555
<b>FY 2028/2029 SUBTOTAL:</b>		<b>3,052,000</b>	<b>1,000,000</b>	<b>0</b>	<b>998,053</b>	<b>400,000</b>		<b>2,230,502</b>	<b>50,000</b>		<b>7,730,555</b>
<b>TOTAL FISCAL YEARS 2024/25 THROUGH 2028/29:</b>		<b>23,760,000</b>	<b>19,200,000</b>	<b>500,000</b>	<b>5,370,420</b>	<b>4,609,109</b>	<b>100,000</b>	<b>11,111,969</b>	<b>7,925,000</b>		<b>72,576,498</b>



# CITY OF LA QUINTA PAVEMENT MAINTENANCE AND REHABILITATION BUDGET MAP 2021-26



**LEGEND**

**La Quinta**

— Streets

**PAVEMENT MANAGEMENT PLAN**

- 2021-22
- 2022-23
- 2023-24
- 2024-25
- 2025-26

**CAPITAL IMPROVEMENT PROGRAM**

- 2021-22
- 2022-23
- 2023-24
- 2024-25
- 2025-26

CITY OF LA QUINTA  
CAPITAL IMPROVEMENT PROGRAM  
DEVELOPER REIMBURSEMENT AGREEMENT REPAYMENT

DEVELOPER (RESPONSIVE / CONFIRMED)	AGREEMENT DATE	CIP PROJECT DESCRIPTION	NTE AMOUNT	TOTAL POINTS ACCRUED	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
ND La Quinta Partners, LLC	4-Dec-07	Avenue 52 - Improved One Lane of Travel & Installed Raised/Landscaped Median	\$ 1,344,690	18	\$ 65,455	\$ 65,455	\$ 66,536	\$ 77,563	\$ 90,000	\$ 90,000	\$ 101,106	\$ 101,408	\$ 140,021	\$ 204,400	\$ 225,000	\$ 117,747
East of Madison, LLC	4-Dec-07	Avenue 52 - Improved One Lane of Travel & Installed 1/2 Raised/Landscaped Medi	\$ 669,920	17	\$ 61,818	\$ 61,818	\$ 62,839	\$ 73,254	\$ 85,000	\$ 85,000	\$ 95,489	\$ 95,775	\$ 48,926	\$ -	\$ -	\$ -
East of Madison, LLC (Part 1)	26-Jan-16	Madison Street - Improved One Lane of Travel & Installed Raised/Landscaped Med	\$ 976,266	14	\$ 50,909	\$ 50,909	\$ 51,750	\$ 60,327	\$ 70,000	\$ 70,000	\$ 78,638	\$ 78,873	\$ 108,905	\$ 158,978	\$ 175,000	\$ 21,976
Toll Brother's Inc. (Part 1)	6-Feb-08	Avenue 50 - Installed Full Median Curb & Median Island Landscape	\$ 179,062	13	\$ 47,273	\$ 47,273	\$ 48,054	\$ 36,463	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
East of Madison, LLC (Part 2)	26-Jan-16	Avenue 54 - Improved One Lane of Travel & Striped 1/2 width Painted Median	\$ 524,010	11	\$ 40,000	\$ 40,000	\$ 40,661	\$ 47,400	\$ 55,000	\$ 55,000	\$ 61,787	\$ 61,972	\$ 85,568	\$ 36,622	\$ -	\$ -
ND La Quinta Partners, LLC	26-Jan-16	Madison Street - Improved One Lane of Travel	\$ 418,400	11	\$ 40,000	\$ 40,000	\$ 40,661	\$ 47,400	\$ 55,000	\$ 55,000	\$ 61,787	\$ 61,972	\$ 16,580	\$ -	\$ -	\$ -
Lennar Homes of California, Inc	6-Jun-11	Fred Waring Drive - Installed full Median Curb & Median Island Landscape	\$ 103,083	10	\$ 36,364	\$ 36,364	\$ 30,356	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sam's Real Estate Business Trus	10-Oct-12	Dune Palms Road - Installed Full Median Curb & Median Island Landscape	\$ 228,697	9	\$ 32,727	\$ 32,727	\$ 33,268	\$ 38,782	\$ 45,000	\$ 45,000	\$ 1,193	\$ -	\$ -	\$ -	\$ -	\$ -
Toll Brother's Inc. (Part 2)	6-Feb-08	Avenue 52 - Median Island Improvements (Landscape Only)	\$ 95,596	7	\$ 25,455	\$ 25,455	\$ 25,875	\$ 18,812	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL DEVELOPER REIMBURSEMENT:</b>			<b>\$ 4,539,723</b>	<b>110</b>	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 139,723

\$ Denotes the final payment due to the Developer

This repayment plan is applicable to the Developers who have submitted invoices to the City, and the City has reviewed / approved repayment.

This method calculates the overall percentage based on the Total Points Accrued, and allows the Developers to receive annual payments accordingly, until the Agreement has been satisfied.

The percentage of (Total Points Accrued / Total Points) was determined for each Developer Reimbursement Agreement and multiplied by an annual anticipated payment of \$400,000 to determine how much each Developer shall receive each year. In the event that a Developer's Agreement was fulfilled in a year, and there was a remainder of the anticipated \$400,000, a new percentage, excluding the points from the previously repaid developer, was calculated and redistributed within that same Fiscal Year.

DEVELOPER (NON-RESPONSIVE)	AGREEMENT DATE	CIP PROJECT DESCRIPTION	NTE AMOUNT	TOTAL POINTS ACCRUED
Greystone Clubhouse Assoc., LL	12-Jun-08	Avenue 52 - Improved One Lane of Travel & Installed Raised/Landscaped Median	\$ 463,894	15
T.D. Desert Development LLP	12-Oct-06	Avenue 50 - Installed 1/2 Median Curb (with Landscape)	\$ 186,900	10
<b>TOTAL DEVELOPER REIMBURSEMENT:</b>			<b>650,794</b>	<b>25</b>

The above listed developers (two total) have not submitted the appropriate invoices or documentation, and are therefore considered as "Non-Responsive". The repayment plan above does not include the total of the Non-Responsive Developers (\$650,794) in its total (\$4,539,723).

[CLICK HERE to Return to Agenda](#)





**HOUSING COMMISSION  
MINUTES  
WEDNESDAY, SEPTEMBER 13, 2023**

**CALL TO ORDER**

A regular quarterly meeting of the La Quinta Housing Commission (Commission) was called to order at 4:00 p.m. by Chairperson Gaeta-Mejia

PRESENT: Commissioners Chapman, Pacheco, Paltin, and Chairperson Gaeta-Mejia  
ABSENT: Commissioner Casto

**PLEDGE OF ALLEGIANCE**

Chairperson Gaeta-Mejia led the audience in the Pledge of Allegiance.

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

**CONFIRMATION OF AGENDA** – Confirmed

**ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS**

**1. INTRODUCE AND WELCOME NEWLY APPOINTED COMMISSIONER PALTIN**

Commissioner Paltin introduced herself and provided a brief summary of her experience and qualifications; the Commission provided a brief introduction as well.

**CONSENT CALENDAR**

**1. APPROVE MEETING MINUTES DATED JUNE 14, 2023**

**MOTION** – A motion was made and seconded by Commissioners Chapman/Paltin to approve the Consent Calendar as recommended. Motion passed: ayes – 4; noes – 0; abstain – 0; absent – 1 (Casto).

**BUSINESS SESSION**

**1. ADOPT RESOLUTION TO CHANGE HOUSING COMMISSION REGULAR QUARTERLY MEETING START TIME FROM 4:00 P.M. TO 5:00 P.M.  
[HOUSING COMMISSION RESOLUTION NO. 2023-001]**

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

**MOTION** – A motion was made and seconded by Commissioners Chapman/Paltin to adopt resolution to change Housing Commission regular quarterly meeting start time from 4:00 p.m. to 5:00 p.m. Motion passed: ayes – 4; noes – 0; abstain – 0; absent – 1 (Casto).

Management Analyst Kinley noted the next regular quarterly Commission meeting scheduled for December 13, 2023, will start at 5:00 p.m.

## **2. APPOINT MEMBERS OF THE HOUSING COMMISSION TO SERVE AS CHAIRPERSON AND VICE CHAIRPERSON FOR FISCAL YEAR 2023/24**

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

**MOTION** – A motion was made and seconded by Commissioner Pacheco/Chairperson Gaeta-Mejia to appoint Commissioner Chapman to serve as Housing Commission Chairperson for fiscal year 2023/24. Motion passed: ayes – 4; noes – 0; abstain – 0; absent – 1 (Casto).

**MOTION** – A motion was made and seconded by Chairperson Gaeta-Mejia/Commissioner Chapman to appoint Commissioner Paltin to serve as Housing Commission Vice Chairperson for fiscal year 2023/24. Motion passed: ayes – 4; noes – 0; abstain – 0; absent – 1 (Casto).

Management Analyst Kinley provided a brief overview of the roles for the Chairperson and Vice Chairperson positions.

*NEWLY APPOINTED CHAIRPERSON CHAPMAN ASSUMED PRESIDING OFFICER DUTIES FROM FORMER CHAIRPERSON GAETA-MEJIA FOR THE REMAINDER OF THE MEETING*

## **DEPARTMENTAL REPORTS**

### **1. FISCAL YEAR 2023/24 CITY EVENTS LINEUP**

Management Analyst Kinley reviewed the list of upcoming City events and encouraged Commissioners and residents to attend.

Staff answered questions regarding the lineup for the Concerts in the Park events and the annual City Hall Open House.

**COMMISSIONERS' ITEMS** - None

**ADJOURNMENT**

There being no further business, a motion was made and seconded by Commissioners Gaeta-Mejia/Paltin to adjourn this meeting at 4:21 p.m. Motion passed: ayes – 4; noes – 0; abstain – 0; absent – 1 (Casto).

Respectfully submitted,



Lori Loretto, Commission Secretary  
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)



**AIRPORT COMMISSION MEETING AGENDA**

Airport Conference Room, Palm Springs International Airport  
 3400 E. Tahquitz Canyon Way, Palm Springs, CA 92262  
 Wednesday, March 20, 2024 - 5:30 P.M.

To view/listen/participate in the meeting live, please contact Paula Pak at [Paula.Pak@palmspringsca.gov](mailto:Paula.Pak@palmspringsca.gov) or the following telephone number (760) 318-3832 to register for the Zoom meeting. There will be an email with Zoom credentials sent after registration is complete, in order to access the meeting and offer public comment.

In addition, the meeting will also be teleconferenced pursuant to Government Code Section 54953 from the following location(s):

**TELECONFERENCE LOCATION(S):**

Commissioner Tony Michaelis – City of Cathedral City  
 2832 Shadowlawn Avenue  
 Los Angeles, CA 90039

Each location is accessible to the public, and members of the public may address the Airport Commission from any of the locations listed above. Any person who wishes to provide public testimony in public comments is requested to file a speaker card before the Public Comments portion of the meeting. You may submit your public comment to the Airport Commission electronically. Material may be emailed to: [Paula.Pak@palmspringsca.gov](mailto:Paula.Pak@palmspringsca.gov) - Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the Airport Commission and retained for the official record.

To view Airport Commission meeting videos click on [YouTube](#).

<b>City of Palm Springs:</b>		<b>Riverside County:</b>	<b>City of Cathedral City:</b>	<b>City of Palm Desert:</b>
Aftab Dada - Chair	David Feltman	Margaret Park	Tony Michaelis	Kevin Wiseman
Kevin J. Corcoran Vice Chair	J Craig Fong	<b>City of Indian Wells:</b>	<b>City of Coachella:</b>	<b>City of Rancho Mirage:</b>
Vacant	Tracy Martin	Robert Berriman	Denise Delgado	Keith Young
Todd Burke	M. Guillermo Suero	<b>City of La Quinta:</b>	<b>City of Desert Hot Springs:</b>	<b>City of Indio:</b>
Daniel Caldwell	Dave Banks	Kathleen Hughes	Jan Pye	Rick Wise
<b>Palm Springs City Staff</b>				
<b>Scott C. Stiles</b>		<b>Harry Barrett Jr., A.A.E.</b>		<b>Jeremy Keating</b>
<b>City Manager</b>		<b>Airport Executive Director</b>		<b>Assistant Airport Director</b>

- 1. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
- 2. POSTING OF AGENDA**
- 3. ROLL CALL**
- 4. ACCEPTANCE OF AGENDA**
- 5. PUBLIC COMMENTS:** Limited to three minutes on any subject within the purview of the Commission
- 6. APPROVAL OF MINUTES:** Minutes of the Airport Commission Regular Meeting of November 15, 2023
- 7. DISCUSSION AND ACTION ITEMS:**
  - 7.A** Master Plan Airside and CONRAC Alternatives Update
  - 7.B** Coachella Valley Economic Partnership – Transfer of Lease Agreements
  - 7.C** Mid-Year Budget Review
  - 7.D** Financial Summary Update
  - 7.E** Marketing Update
  - 7.F** Concessions Update
  - 7.G** Car Rental Car Wash Facility Noise Update
  - 7.H** Public Art – Airport Mural
  - 7.I** TNC Signage Ordinance
  - 7.J** Airport No-Smoking Policy
  - 7.K** Projects and Airport Capital Improvement Program Update
- 8. EXECUTIVE DIRECTOR REPORT**
- 9. COMMISSIONERS REQUESTS AND REPORTS**
- 10. REPORT OF COUNCIL ACTIONS:**
  - 10.A** Past City Council Actions
  - 10.B** Future City Council Actions
- 11. RECEIVE AND FILE:**
  - 11.A** Airline Activity Report February 2024
  - 11.B** Airline Activity Report Fiscal Year Comparison
- 12. COMMITTEES:**
  - 12.A** Future Committee Meetings
  - 12.B** Committee’s and Airport Master Plan Working Group Roster

**ADJOURNMENT:**

The Airport Commission will adjourn to a Regular Meeting on April 17, 2024, at 5:30 P.M.

**AFFIDAVIT OF POSTING**

I, Harry Barrett, Jr., Airport Executive Director, City of Palm Springs, California, hereby certify this agenda was posted on March 14, 2024, in accordance with established policies and procedures.

**PUBLIC NOTICES**

Pursuant to G.C. Section 54957.5(b)(2) the designated office for inspection of records in connection with the meeting is the Office of the City Clerk, City Hall, 3200 E. Tahquitz Canyon Way. Complete Agenda Packets are available for public inspection at: City Hall Office of the City Clerk. Agenda and staff reports are available on the City's website [www.palmspringsca.gov](http://www.palmspringsca.gov). If you would like additional information on any item appearing on this agenda, please contact the Office of the City Clerk at (760) 323-8204.

It is the intention of the City of Palm Springs to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Department of Aviation, (760) 318-3800, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.

## Palm Springs Airport Commission Report – March 20, 2024 Meeting

### Discussion and Action Items:

**Master Plan and Airside and CONRAC Alternative Updates** – Considerations are given to meeting FAA design standards, to design the airfield to accommodate critical aircraft (those that have daily service or of larger size), and meet the needs of stakeholders to the extent possible. The goal is to apply for modification of standards by FAA who will then approve or disapprove. Three options will be submitted. All options for the taxiways include as much apron space as possible for parking of aircraft. Future submissions include a flight kitchen, a large hanger (150x150 square ft.), fire department training area, fuel farm expansion and allotted fuel tuck parking and an airport maintenance. Applications will be made every 5 years.

### Recommendations are:

To make the primary runway longer to accommodate larger aircraft (will have to relocate Kirk Douglas Way), extend the General Aviation Runway to the North, correct hot spots and direct access issues on taxiways, and rebuild the ARFF training tower in place. Next step will be to gain City Council approval and host a public open house.

**Coachella Valley Economic Partnership Transfer of Lease Agreements** - This land and buildings has been returned to the airport (it is on airport property) who has given all tenants a year to find other business locations. In the interim their rentals have increased.

### Mid Year Budget Update: Key points are:

- Airport Use and Lease Agreement with the airlines went into effect on July 1, 2023
- Revenue up 9% over the previous fiscal year when adjusting for the \$12 m in federal funding not continuing.
- Budgeted federal grants of \$56 m is expected to be spent over the next 3-5 fiscal years on capital projects throughout the airport.
- Passenger traffic increased 3% over the last fiscal year to 3.4m and has historically strong growth

**Financial Summary Update** – Victoria Carpenter, Finance Director, again stated that the airport continues to be profitable and is the midst of our high season. Of note, \$120m (71%) of our budgeted expenses are for capital projects. They are as follows:

- Checked baggage inspection system building design - \$23.1m
- Inbound Baggage claim design and construction - \$33.7m
- Restroom capacity and ADA renovation - \$10m (cannot come soon enough to my perspective)!!

**Marketing Update** – Daniel Meier on vacation. Key points are April will be 1.2% over 2023, May is at 1.4% under 2023, June is 7.1% under 2023

The SFO runway construction causing United and Alaska to reduce summer flights from SFO. Southwest has changed SJC to less than daily during the summer due to lower demand. Some



airlines are having to adjust schedules nationwide due to Boeing 737 NAX deliveries from the factor.

**Concessions Update** – Jeremy Keating, Assistant Airport Director continues to stress that progress continues although there continues to be pauses and delays. Nine Cities Craft and Bono Vending are projected to open on March 29 and Hey Joshua and Las Palmas Oasis are pending April 26. Delays are becoming the norm.

**Car Rental Car Wash Facility Noise Update** – Three homeowners from adjacent community spoke on consistent high noise from 8 am to 7 pm from Enterprise Car Wash continue to be ongoing in spite of prior complaints and sympathetic commissioners who visited their homes to hear for themselves the noise factor. It is genuine. Next step this month to get Enterprise on site to address the issue and replace or repair the car wash system. The same homeowners will come to April meeting and provide update.

**Public Art** – Palm Springs Welcome Mural by PS Public Arts Commission – Some pedestrian art murals will be installed through public arts fund along the Regional Concourse Walkway if voted on by City Council. In future the other 8 cities on the commission will be able to make bids from their arts commission to provide local art at the airport. Not sure that this will ever happen as Palm Springs seems to be content with mediocre art bids.

**TNC Signage Ordinance** – Signs will now be removed that state any discrimination between Uber/Lyft drivers and cab drivers. Originally these signs were installed when Uber/Lyft first started to threaten the thriving business of the licensed cab operators.

**Airport No-Smoking Policy** – Although we all would prefer the airport be non-smoking, reality is that some people – both passengers and airport staff will continue to smoke. The best safety advice is to find them an area landside which allows for smoking and restrict it to that area. Areas will be investigated and presented at future meeting. This will be a common use area.

**Executive Director Report** – Harry Barrett provided a written update of the master plan. It is ongoing valid through year 2045. It is truly a 30 year plan.

**Next Commission Meeting is Scheduled for April 17, 2024 at 5:30 pm**