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- PRESENTATION ITEM NO. 2 PULLED FROM THE AGENDA

CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

**REGULAR MEETING ON TUESDAY, NOVEMBER 2, 2021
3:30 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION**

SPECIAL NOTICE

Teleconferencing and Telephonic Accessibility In Effect

Pursuant to Executive Orders N-60-20 and N-08-21 executed by the Governor of California, and subsequently Assembly Bill 361 (AB 361, 2021), enacted in response to the state of emergency relating to novel coronavirus disease 2019 (COVID-19) and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 *et seq.*), members of the public, the City Council, the City Manager, City Attorney, City Staff, and City Consultants may participate in this regular meeting by teleconference.

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

Members of the public wanting **to address the City Council**, either for a specific agenda item or matters not on the agenda are requested to follow the instructions listed below:

Written public comments – can be provided in-person during the meeting or emailed to the City Clerk’s Office at CityClerkMail@LaQuintaCA.gov **preferably by 2:00 p.m. on the day of the meeting**, and will be distributed to the City Council, incorporated into the agenda packet and 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.

If emailed, the email "subject line" must clearly state "**Written Comments**" and list the following:

- 1) Full Name
- 2) City of Residence
- 3) Phone Number
- 4) Public Comment or Agenda Item Number
- 5) Subject
- 6) Written Comments

***** TELECONFERENCE PROCEDURES *****

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

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

ZOOM LINK: <https://us06web.zoom.us/j/81325311999>
Meeting ID: 813 2531 1999
Or join by phone: (253) 215 – 8782

It would be appreciated that any email communications for public comments related to the items on the agenda, or for general public comment, are provided to the City Clerk's Office at the email address listed above prior to the commencement of the meeting. If that is not possible, and to accommodate public comments on items that may be added to the agenda after its initial posting or items that are on the agenda, every effort will be made to attempt to review emails received by the City Clerk's Office during the course of the meeting. The Mayor will endeavor to take a brief pause before action is taken on any agenda item to allow the City Clerk to review emails and share any public comments received during the meeting. All emails received by the City Clerk, at the email address above, until the adjournment of the meeting, will be included within the public record relating to the meeting.

CALL TO ORDER

ROLL CALL: Councilmembers: Fitzpatrick, Peña, Radi, 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 by providing **written public comments** either in-person or via email as indicated above; or provide **verbal public comments** either in-person or via teleconference by joining the meeting virtually at <https://us06web.zoom.us/j/81325311999> and use the "raise your hand" feature when prompted by the Mayor. Members of the public attending the meeting in-person are requested to complete a "**Request to Speak**" form and submit it to the City Clerk. Please limit your comments to three (3) minutes (or approximately 350 words). 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. THREAT TO PUBLIC SERVICES OR FACILITIES, PURSUANT TO SUBDIVISION (a) OF GOVERNMENT CODE § 54957. CONSULTATION WITH: ALEXANDER JOHNSTON, SENIOR EMERGENCY MANAGEMENT COORDINATOR; WILLIAM H. IHRKE, CITY ATTORNEY (Review Continued Need and Response to Proclaimed State and Local Emergencies Caused by COVID-19)
2. ANNUAL PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY MANAGER

RECESS TO CLOSED SESSION

RECONVENE AT 4:00 P.M.

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

At this time, members of the public may address the City Council on any matter not listed on the agenda by providing **written public comments** either in-person or via email as indicated above; or provide **verbal public comments** either in-person or via teleconference by joining the meeting virtually at <https://us06web.zoom.us/j/81325311999> and use the "raise your hand" feature when prompted by the Mayor. Members of the public attending the meeting in-person are requested to complete a "**Request to**

Speak” form and submit it to the City Clerk. Please limit your comments to three (3) minutes (or approximately 350 words). The City Council values your comments; however, in accordance with State law, no action shall be taken on any item not appearing on the agenda unless it is an emergency item authorized by the Brown Act [Government Code § 54954.2(b)].

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

- 1. PRESENTATION BY RESIDENT STEPHEN KLEMPA ON THE EFFECTS OF THE ADAMS STREET RESTRIPIING PROJECT 2020-06 LOCATED ON ADAMS STREET BETWEEN MILES AVENUE AND FRED WARING DRIVE COMPLETED IN 2020
- 2. *Pulled from Agenda by City Staff >>>* ~~INTRODUCE RIVERSIDE COUNTY FIRE DEPARTMENT NEW BATTALION CHIEF PAUL HEITZMANN~~
- 3. IRONMAN 70.3 INDIAN WELLS-LA QUINTA TRIATHLON – 2021 EVENT UPDATE AND ROUTE
- 4. PROCLAMATION IN RECOGNITION OF DIABETES AWARENESS AND PREVENTION MONTH – NOVEMBER 2021

CONSENT CALENDAR

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

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DEVELOP A PARKLET TO ACCESS A REGIONAL TRAIL SYSTEM
[RESOLUTION NO. 2021-040]

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STUDY SESSION – None

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1. CITY MANAGER

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MAYOR'S AND COUNCIL MEMBERS' ITEMS

REPORTS AND INFORMATIONAL ITEMS

1. CVAG CONSERVATION COMMISSION (Evans)
2. CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE (Evans)
3. CVAG EXECUTIVE COMMITTEE (Evans)
4. GREATER PALM SPRINGS CONVENTION AND VISITORS BUREAU (Evans)
5. IMPERIAL IRRIGATION DISTRICT - COACHELLA VALLEY ENERGY COMMISSION (Evans)
6. LEAGUE OF CALIFORNIA CITIES DELEGATE (Evans)
7. COACHELLA VALLEY WATER DISTRICT JOINT POLICY COMMITTEE (Evans)
8. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (Evans)
9. ECONOMIC DEVELOPMENT SUBCOMMITTEE (Evans & Radi)
10. COACHELLA VALLEY MOUNTAINS CONSERVANCY (Fitzpatrick)
11. DESERT RECREATION DISTRICT COMMITTEE (Fitzpatrick & Radi)
12. COACHELLA VALLEY UNIFIED SCHOOL DISTRICT COMMITTEE (Fitzpatrick & Peña)
13. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
14. SILVERROCK EVENT SITE AD HOC COMMITTEE (Fitzpatrick)
15. CANNABIS AD HOC COMMITTEE (Peña and Sanchez)
16. CVAG PUBLIC SAFETY COMMITTEE (Peña)
17. CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE (Peña)
18. LEAGUE OF CALIFORNIA CITIES - PUBLIC SAFETY POLICY COMMITTEE (Peña)
19. IMPERIAL IRRIGATION DISTRICT - ENERGY CONSUMERS ADVISORY COMMITTEE (Peña)
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21. COVID-19 SMALL BUSINESS EMERGENCY ECONOMIC RELIEF PROGRAM AD HOC COMMITTEE (Peña and Radi)
22. GREATER CV CHAMBER OF COMMERCE INFORMATION EXCHANGE COMMITTEE (Radi)
23. CVAG TRANSPORTATION COMMITTEE (Radi)
24. SUNLINE TRANSIT AGENCY (Radi)
25. CITYWIDE SECURITY CAMERAS AD HOC COMMITTEE (Radi)
26. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Radi & Sanchez)
27. ANIMAL CAMPUS COMMISSION (Sanchez)
28. LEAGUE OF CALIFORNIA CITIES - TRANSPORTATION, COMMUNICATION AND PUBLIC WORKS POLICY COMMITTEE (Sanchez)
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ADJOURNMENT

The next regular meeting of the City Council will be held on November 16, 2021, at 4:00 p.m. at the City Hall Council Chambers, 78495 Calle Tampico, La Quinta, CA 92253.

DECLARATION OF POSTING

I, Monika Radeva, City Clerk of the City of La Quinta, do hereby declare that the foregoing Agenda for the La Quinta City Council meeting was posted on the City’s website, near the entrance to the Council Chambers at 78495 Calle Tampico, and the bulletin boards at the Stater Brothers Supermarket at 78630 Highway 111, and the La Quinta Cove Post Office at 51321 Avenida Bermudas, on October 29, 2021.

DATED: October 29, 2021

MONIKA RADEVA, City Clerk
City of La Quinta, California

Public Notices

- The La Quinta City Council Chamber is handicapped accessible. If special equipment is needed for the hearing impaired, please call the City Clerk’s office at (760) 777-7092, twenty-four (24) hours in advance of the meeting and accommodations will be made.
- If special electronic equipment is needed to make presentations to the City Council, arrangements should be made in advance by contacting the City Clerk’s office at (760) 777-7092. A one (1) week notice is required.
- If background material is to be presented to the Councilmembers during a City Council meeting, please be advised that eight (8) copies of all documents, exhibits, etc., must be supplied to the City Clerk for distribution. It is requested that this take place prior to the beginning of the meeting.
- Any writings or documents provided to a majority of the City Council regarding any item(s) on this agenda will be made available for public inspection at the Community Development counter at City Hall located at 78495 Calle Tampico, La Quinta, California, 92253, during normal business hours.

[Click Here to Return to Agenda](#)



**CITY COUNCIL
MINUTES
TUESDAY, September 21, 2021**

CALL TO ORDER

A regular meeting of the La Quinta City Council was called to order at 3:01 p.m. by Mayor Evans.

This meeting provided teleconferencing accessibility pursuant to Executive Orders N-25-20, N-29-20, N-33-20, N-35-20, N-60-20, and N-08-21 executed by the Governor of California, in response to the state of emergency relating to novel coronavirus disease 2019 (COVID-19) and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 *et seq.*).

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

STAFF PRESENT: City Manager McMillen, City Attorney Ihrke, City Clerk Radeva, Deputy City Clerk Romane, Management Assistant Laurie McGinley, Director of Business Unit and Housing Development Villalpando, Community Resources Director Escobedo, Community Resources Manager Calderon, Public Safety Manager Mendez, Code Compliance and Animal Control Supervisor Meredith, Public Works Director/City Engineer McKinney, Interim Finance Director Martinez, Financial Services Analyst Hallick, Design and Development Director Castro, Planning Manager Flores

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None.

CONFIRMATION OF AGENDA

Councilmember Fitzpatrick and Mayor Evans requested to comment on Consent Calendar Item Nos. 7 and 9, respectively. Council concurred.

CLOSED SESSION

- CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY LOCATED ON NEC of HIGHWAY 111 and OF DUNE PALMS (APN: 600-020-053)**
CITY NEGOTIATOR: JON MCMILLEN, CITY MANAGER
NEGOTIATING PARTY: NEXTLINKS CALNEVA

PROPERTY OWNER: CITY OF LA QUINTA
UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

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. **THREAT TO PUBLIC SERVICES OR FACILITIES, PURSUANT TO SUBDIVISION (a) OF GOVERNMENTAL CODE SECTION 54957. CONSULTATION WITH: ALEXANDER JOHNSTON, SENIOR EMERGENCY MANAGEMENT COORDINATOR; WILLIAM H. IHRKE, CITY ATTORNEY (Review Continued Need and Response to Proclaimed State and Local Emergencies caused by COVID-19)**

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:04 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:00 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

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

- **CLOSED SESSION ITEM NO. 1** – no reportable action;
- **CLOSED SESSION ITEM NO. 2** – Council will reconvene into Closed Session to consider this item after the Open Session portion of the meeting; and
- **CLOSED SESSION ITEM NO. 3** – Council discussed their response to the threat to public services and facilities under the continuing State of Emergency due to COVID-19 as proclaimed by the State and the City and made the following motion:

Motion – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to direct the City Manager to terminate Executive Order No. 9. Motion passed unanimously.

Mayor Evans asked for a moment of silence in recognition and to honor the 13 service members killed in the bomb attack at the Kabul, airport in Afghanistan. Among them Marine Corporal Hunter Lopez, a local La Quinta High School graduate and the son of Riverside County Sheriff's Department Captain Lopez who serves La Quinta.

PLEDGE OF ALLEGIANCE

Mayor Evans led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

City Clerk Radeva presented instructions on how to join Council meetings via teleconference using the Zoom platform and stated that instructions are also available on the City's website and listed on the agenda.

City Clerk Radeva said WRITTEN PUBLIC COMMENTS were received by the following citizens, listed in alphabetical order, which were distributed to Council, made publicly available, and were included in the public record and agenda packet of the meeting:

- Sturgis Adams, La Quinta – asked if the letter submitted to the City by Santa Rosa Cove Association (SRCA) would allow the SRCA to file for an exemption from the moratorium on new short-term vacation rental (STVR) permits.
- Nancy Dunn, La Quinta – requested lifting the moratorium on new STVR permits for Homeshare permit type.
- Bruce Francis, La Quinta – requested denying the rezoning application related to the Wave at Coral Mountain Resort project located at Madison Street and Avenue 58.
- Jim and Barbara Lambert, La Quinta – in opposition of STVRs.

City Clerk Radeva said the citizens listed below, in the order in which they were queued to provide VERBAL PRESENTATIONS in general opposition to the Wave at Coral Mountain Resort project and Draft Environmental Impact Report (EIR), have submitted their verbal presentations as written materials, which were distributed to Council, made publicly available, and were included in the public record and agenda packet of the meeting:

- Derek Wong, La Quinta
- Kelly Welton, La Quinta
- Bob Lasser, La Quinta
- Sheila Warren, La Quinta
- Laura DuMaurier, La Quinta
- Alena Callimanis, La Quinta
- Anast Demitt, La Quinta

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

1. INTRODUCE NEW CITY STAFF MEMBERS

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

New Hires:

- Jesse Batres, Account Technician in the Finance Department
- Paul Villanueva, Code Compliance Officer I in the Community Resources Department
- Jacob Garcia, Management Assistant in the Community Resources Department
- Celeste Villanueva, Administrative Assistant in the Design and Development Department
- Allan Morgenroth, Building Inspector I in the Design and Development Department
- Alexis Montenegro, Maintenance Worker I in the Public Works Department
- Michael Pettus Calderon, Community Resources Analyst I the Community Resources Department
- Jeremy Griffin, Management Specialist in the City Manager's Office
- Hector Ortega, Maintenance Worker I in the Public Works Department

Promotions:

- Lori Lorette, Permit Technician in the Design and Development Department
- Tania Flores, Administrative Technician in the Design and Development Department
- Joseph Plafox, Maintenance Worker II in the Public Works Department
- Lavita Galvan, Senior Recreation Leader in the Community Resources Department
- Douglas Kinley, Management Analyst in the City Manager's Office
- Armando Cabrera, Traffic Signal Technician in the Public Works Department
- Laurie McGinley, Management Assistant in the City Clerk's Office

Council congratulated all new and promoted employees and thanked them for their service and dedication.

2. INTRODUCE SILVERROCK GOLF COURSE SUPERINTENDENT CHRIS HOYER

SilverRock Golf Course General Manager Randy Duncan introduced new Golf Course Superintendent Chris Hoyer and gave a brief presentation about his experience and qualifications. Mr. Hoyer thanked the Council for the opportunity to serve the City and be part of the team.

3. PROCLAMATION IN RECOGNITION OF CONSTITUTION WEEK – SEPTEMBER 17-23, 2021, COMMEMORATING THE SIGNING OF THE UNITED STATES CONSTITUTION

Mayor Evans and Councilmembers presented Cahuilla Chapter First Vice-Regent Noma Burton and Member Rosemary Hallick with the National Society Daughters of the American Revolution with a proclamation in recognition of Constitution Week celebrating the commemorating of the 234th anniversary of the signing the United States Constitution in September 1787.

Ms. Bruton and Ms. Hallick thanked the City and Council for recognizing and honoring the U.S. Constitution and its importance; and noted that the Cahuilla Chapter is very active in the Coachella Valley promoting education of American history and patriotism, offers several recognitions programs for both students and teachers, and sponsors Wreaths Across America, an organization that honors and recognizes the patriots that have fought over the years to maintain the freedoms of the United States of America

4. PROCLAMATION IN RECOGNITION OF NATIONAL PREPAREDNESS MONTH

Mayor Evans and Councilmember presented Emergency Services Coordinator Alexander Johnston with a proclamation in recognition of National Preparedness Month and spoke of the importance of being prepared and having a plan.

Mr. Jonston thanked the City and Council for the opportunity to promote the importance of being prepared and presented a few "best practices" tips and encouraged folks to get involved in their communities.

5. INTRODUCE FAMILY YMCA OF THE DESERT EARLY CHILDHOOD EDUCATION DIRECTOR CHERYL HUGHES, AND PROVIDE AN UPDATE ON PROGRAMMING AT THE LA QUINTA CHILD DEVELOPMENT CENTER

CEO Paula Simonds with the Family YMCA of the Desert introduced Cheryl Hughes, the new Desert Early Childhood Education Director, who thanked for the opportunity to serve the desert community and gave a brief presentation on her experience and qualifications.

Council welcomed Ms. Hughes and commended the YMCA of the Desert for their dedication to the community, and resilience and creativity during the COVID-19 pandemic and continuing to provide services to the community.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – Continued

The following PUBLIC SPEAKERS, listed in the order in which they spoke, provided VERBAL COMMENTS in general opposition to the Wave at Coral Mountain Resort project and Draft EIR:

- Derek Wong, La Quinta – in-person
- Kelly Welton, La Quinta – in-person
- Robert (Bob) Lasser, La Quinta – in-person
- Sheila Warren, La Quinta – in-person
- Laura DuMaurier, La Quinta – in-person
- Alena Callimanis, La Quinta – in-person
- Anast Demitt, La Quinta – via teleconference accessibility

PUBLIC SPEAKER IN-PERSON: Eddie Estrada, La Quinta – spoke on behalf of the VRON-LQ organization and expressed their support for the City to implement a Noise Monitoring Device Program and require it from all STVR owners; expressed VRON-LQ’s openness and willing to communicate and collaborate with other organizations either for or against the STVR program; said VRON-LQ is willing to support the City in achieving compliance with hosting platforms; and noted that STVR rental prices have increased over the last year.

CONSENT CALENDAR

- 1. APPROVE SPECIAL JOINT MEETING OF THE CITY COUNCIL AND PLANNING COMMISSION MINUTES OF AUGUST 3, 2021**
- 2. APPROVE MEETING MINUTES OF JULY 20, 2021**
- 3. APPROVE MEETING MINUTES OF MAY 18, 2021**
- 4. APPROVE DEMAND REGISTERS DATED JULY 30 AND AUGUST 6,9,13,20,27, 2021**
- 5. APPROVE DEMAND REGISTERS DATED SEPTEMBER 3 AND 10, 2021**
- 6. RECEIVE AND FILE FOURTH QUARTER FISCAL YEAR 2020/21 TREASURY REPORTS FOR APRIL, MAY, AND JUNE 2021**
- 7. APPROVE PURCHASE OF EIGHT CITY FLEET VEHICLES THROUGH LA QUINTA CHEVROLET DEALERSHIP**
- 8. APPROPRIATE FUNDS TO EXTEND THE TERM OF THE LEASE OF THE PUBLIC WORKS MAINTENANCE TRAILER FROM PACIFIC MOBILE STRUCTURES, INC. THROUGH 2023**

9. **RECEIVE AND FILE UPDATED SILVERROCK EVENT SITE PARK AREA AND MEETING ROOM RENTALS INCORPORATED IN THE CITY'S 2021 MASTER FEE SCHEDULE UPDATE**
10. **ADOPT RESOLUTION TO APPROVE RULES OF PROCEDURE FOR PUBLIC MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES FOR CITY BOARDS, COMMISSIONS, AND COMMITTEES (EXCLUDING CITY COUNCIL) [RESOLUTION NO. 2021-034]**
11. **CONSIDERATION OF MAYOR EVANS' REQUEST FOR RECONSIDERATION OF THE PROPOSED STREET VACATION AT AVENIDA MADERO AND CALLE TECATE**
12. **APPROVE CHANGE ORDER NO. 1 TO CONTRACT WITH R DEPENDABLE CONST INC. FOR THE FIRE STATION NO. 70 REVITALIZATION MISCELLANEOUS PROJECT NO. 2019-07 FOR REPAIR OF EXISTING MATERIALS AND ADDITIONAL MISCELLANEOUS REQUESTED WORK**
13. **EXCUSE ABSENCE OF HOUSING COMMISSIONER DAVIDSON FROM THE SEPTEMBER 8, 2021 HOUSING COMMISSION MEETING**

PUBLIC SPEAKER: Gilda Brash, La Quinta – thanked Mayor Evans for requesting the reconsideration of the request for a street vacation at Avenida Madero and Calle Tecate under Consent Calendar Item No. 11 as the public hearing considered at the August 3, 2021 Council meeting was not noticed pursuant to Streets and Highways Code Section 8323; and acknowledged that the street vacation was properly noticed for reconsideration at tonight's meeting.

CONSENT CALENDAR ITEM NO. 7

Council noted they were pleased that the City was acquiring electric vehicles for its fleet in line with recent efforts to address climate change and that the City was able to make the purchase from a local dealership.

CONSENT CALENDAR ITEM NO. 9

Council said they were pleased with the established SilverRock Event Site Facility Rental Fees.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to approve Consent Calendar as recommended, with Item No. 10 adopting Resolution No. 2021-034. Motion passed unanimously.

BUSINESS SESSION

- 1. APPOINT ONE COUNCILMEMBER TO SERVE AS CITY REPRESENTATIVE ON THE NEWLY FORMED IMPERIAL IRRIGATION DISTRICT COACHELLA VALLEY ENERGY COMMISSION (IID CVEC) FOR A ONE-YEAR TERM ENDING DECEMBER 2022**

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

Council explained the IID CVEC was created to provide representation for all affected entities and to focus on the development of a long-term strategic plan for continued energy service to the Coachella Valley following the expiration of the of current the 99-year lease agreement in 2033, and noted the importance of this matter.

MOTION – A motion was made and seconded by Councilmembers Radi/Peña to appoint Mayor Evans to serve on the newly formed Imperial Irrigation District Coachella Valley Energy Commission for a one-year term ending December 2022. Motion passed unanimously.

- 2. APPOINT REPRESENTATIVES TO SERVE AS ALTERNATE APPOINTEES FOR THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY 2021 ANNUAL BOARD OF DIRECTORS MEETING AND FOR THE 2021 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

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

MOTION – A motion was made and seconded by Councilmembers Radi/Fitzpatrick to appoint City Clerk Radeva and Interim Finance Director Martinez as alternate members and to represent the City at the California Joint Powers Insurance Authority 2021 Annual Board of Directors Meeting, and to appoint Councilmember Peña as alternate member to represent the City at the League of California Cities 2021 Annual Conference. Motion passed unanimously.

STUDY SESSION

- 1. SILVERROCK RESORT DEVELOPMENT PROJECT UPDATE AND DEVELOPER PROGRESS TO CURE DEFAULT**

SilverRock Development Company President and CEO Robert Green presented the staff report, which is on file in the Clerk's Office, and provided a detailed presentation on the project's overall progress and sequence of activities onsite for 1) Montage Hotel and Spa, 2) Montage Residences, 3) Rough Grading completion and removal of abandoned CVWD lines; 4) Conference and Share Services Building, 5) Golf Clubhouse, 6) Pendry Residences, and 7) Pendry Hotel.

Council discussed the capital for the project was secured; challenges with securing work force by the general contractor for the project during the current economic environment; anticipated challenges with logistics and shipping; capital markets; general tourism activities are increasing despite the COVID-19 pandemic; and it is anticipated that by the time the hotels for this project are completed and ready to open, the economy would have recovered from the adverse effects of the pandemic.

Mr. Green introduced Project Manager Stephen Gaines with SDC who oversees the Golf Clubhouse and the renovation of the Ahmanson Clubhouse and Assistant Project Manager Taelynn Dalle with SDC assisting Project Managers Gaines and Bailitz with the Golf Clubhouse and Conference and Shared Services Building, respectively.

2. SHORT-TERM VACATION RENTAL PROGRAM NOISE MONITORING DEVICE PROGRAM UPDATE AND CODE AMENDMENTS

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

Council discussed the noise monitoring device (NMD) program incentive can be to offer participants a one-time waiver of a violation, should one occur, and the City would not count it towards the two-strikes compliance provisions in the code, similar to traffic school optional reprieve the state offers to drivers; and if an incentive to reprieve a violation is offered, there would be no additional monetary incentive.

City Attorney Ihrke provided a brief overview of the reasons and possibility that NMDs may be subject to the state's relatively broad privacy protections under both federal and state law, as noted in the staff report.

Council discussed participants who opt-into the NMD program would be subject to certain requirements imposed by the City, including a requirement that hosts conspicuously disclose that the property is equipped with a NMD on all advertisements; currently "bad actors" are not required to have a NMD; Phase II NMD pilot program should provide a standardized reporting from all participating vendors; the NMD program should include a provision that

requires participants to use the NMDs at all time or be subject to some type of disciplinary action by the City as it would constitute a violation of City code; importance to establish clear standards that NMD vendors must comply with in order to become an “approved” vendor under the program; would hosts have the options not to use the NMD should they opt to rent their property long-term; how would the NMD data be monitored by the City; the data shows that NMDs do help deter problems; generally, responsible hosts already do utilize tools such as NMDs to assist them with managing their STVRs; potentially providing an update of the data collected on the STVR program sometime before the end of the year; and the overall decrease of illegal STVR activities.

Council discussed that when the moratorium on new STVR permits was put in place, the intent was that the La Quinta Resort Tennis Villas would be one of the exempt areas.

Council reached a consensus to standardize the notification process should a NMD program be implemented; “bad actors” should be required to install a NMD, not as part of the contemplated NMD program, but based on their STVR compliance history and violations; offer a “traffic school” type incentive to those who wish to opt-in to the NMD program; determine if use of the NMD would be required if the property is rented long-term; establish parameters for opting-out of the NMD program; include the La Quinta Tennis Villas in the areas exempt from the moratorium; a NMD program will aid staff with verification of complaints and overall compliance efforts, and NMDs have the potential to help hosts address problems before citizens are disturbed.

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 6:08 P.M.

*MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 6:15 P.M.
WITH ALL MEMBERS PRESENT*

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

- 1. RECONSIDERATION TO ADOPT RESOLUTION TO VACATE A PORTION OF THE INTERSECTION OF AVENIDA MADERO AND CALLE TECATE PUBLIC RIGHT-OF-WAY IN THE SANTA CARMELITA AT VALE LA QUINTA SUBDIVISION, UNIT NO. 25 [RESOLUTION NO. 2021-035]**

Public Works Director/City Engineer McKinney presented the staff report, which is on file in the Clerk’s Office.

Council noted there has been no change of facts and findings related to the proposed street vacation since Council considered this item at the August 3, 2021 meeting; publishing and posting requirements for this public hearing were given in the time and manner pursuant to Sections 8322 and 8323 of the Streets and Highways Code; whether or not the parcel subject to the proposed street vacation would result in an increase of property taxes is within the jurisdiction of the Riverside County Tax Assessor; and the City will maintain the standard 12-foot behind-curb right-of-way easement on the lot.

MAYOR EVANS DECLARED THE PUBLIC HEARING OPEN AT 6:22 P.M.

PUBLIC SPEAKER: Gilda Brasch, La Quinta – spoke in general opposition of the proposed street vacation and noted the intersection/curb of Calle Tecate and Avenida Madero is busy for vehicles and pedestrians, and showed photos* of the curb at the intersection and the onsite notices of the public hearing; the 12-foot right-of-way easement the City is maintaining is not marked on the exhibit; Ms. Brasch alleged the street vacation should go under California Environmental Quality Act (CEQA) review and study, the vacation would be the giving away of land, and there are possible locations for a driveway on the lot; Ms. Brasch alleged the build-out of the lot would affect the views of the existing homes, the street vacation as proposed is right next to the Bear Creek Trail entry monument, a traffic study should be conducted for the intersection, and this action would be a redesignation of use.

**The photos submitted by public speaker Gilda Brasch were distributed to Council made publicly available, and were included in the public record and agenda packet of the meeting.*

City Attorney Ihrke explained the exemption cited under CEQA Section 15301 Class 1(c) is valid and applicable as there is “negligible or no expansion of existing or former use” because all that this resolution approves is the vacation of the public street easement; an Environmental Impact Report is not warranted for the purposes of a street vacation; and this public hearing was noticed in full compliance with the publishing and posting requirements of Sections 8322 and 8323 of the Streets and Highways Code, and there is no specific size requirement for the onsite notices, only requirements related to the number of notices and their approximate distance.

Council discussed the distance between the lot line and the trail monument; the applicant will be subject to and required to obtain all applicable building permits and approvals before building on the lot, and the building of the lot is not before Council for consideration as part of this public hearing; the yellow traffic arrows at the corner of the intersection act as reflectors and are intended to alert drivers that the street curves; the City does not own and has

never owned the lot; and the current owner did not own the land when the dedication was made to Riverside County in 1938.

PUBLIC SPEAKER: Bill Cranham, La Quinta – alleged having a driveway at the curb of an intersection is not safe; the intersection is heavily traveled; the City should purchase the lot and enhance the trail head; if a house is built on the lot, the perimeter wall would be up to the trail head, and it will stick out due to the additional land from the street vacation from the rest of the houses on the block; Mr. Cranham asked where the setback would be; and the applicant is receiving the land of the street vacation without having to pay for it.

Council reiterated that the building-out of the lot would require the applicant to obtain all applicable building permits and approvals.

City Attorney Ihrke reiterated that the land was never owned by Riverside County or the City in fee; that the underlying fee interest in the property remained with the adjoining property owner; that the property line is not being altered by this action; that this action is to merely vacate part of the right-of-way dedication, originally secured by the County and passed on to the City, because the property is no longer needed for public right-of-way/public use, for either traffic or utility services; thus, the easement is being vacated as permitted by State law.

PUBLIC SPEAKER: Trinidad Herrera, La Quinta – said he is a licensed contractor; asked staff to confirm the standard 12-foot right-of-way easement is being maintained by the City; said the Bear Creek Trail entryway is beautiful; expressed concern that the street vacation would bring the property line of the lot too close to the monument; and he learned about the street vacation from other residents and not from the public notice notifications published in the Desert Sun or posted on the site.

Council discussed the City would reserve and retain the appropriate easements from the property line to the Bear Creek Trail entry monument to ensure it is preserved and the City can continue to maintain it; and inquired about imposing conditions of approval related to the building out of the lot.

Planning Manager Flores explained the building out of the lot would be subject to obtaining all applicable building permits and approvals, and generally no conditions of approval are imposed at that time.

Council reached a consensus and directed staff to work with the property owner to revise the vacation area to provide some distance between the existing Bear Creek Trail sidewalk and entry sign and the street vacation area that the City would retain as an easement; and to continue the public hearing until October 19, 2021, to allow sufficient time for the revisions to be made.

PUBLIC SPEAKER: Charles Welsh, La Quinta (Applicant) – said he learned that he could apply for a street vacation from the City; the street vacation process has delayed the build-out process; appreciated Council’s thorough and diligent review of this matter; and asked for the review and approval process to be expedited, if possible, to avoid future delays.

MOTION – A motion was made and seconded by Councilmembers Peña/Radi to continue this item to the October 19, 2021 Council meeting. Motion passed unanimously.

DEPARTMENTAL REPORTS

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

MAYOR’S AND COUNCIL MEMBERS’ ITEMS

Council noted the funeral services to honor local hero Marine Corporal Hunter Lopez were very emotional. Corporal Lopez was one of the 13 service members killed in Afghanistan from the attack at the Kabul airport, and a 2017 La Quinta High School (LQHS) graduate.

Councilmember Fitzpatrick thanked staff for sending out a post card to all residents providing an update on upcoming events in the City, including listing the hotline numbers the community can call should there be a need.

Mayor Pro Tem Radi echoed Councilmember Peña’s comments regarding Corporal Lopez and suggested that the City collaborate with the LQHS to identify a site for a mural to honor those lost in the line of duty for their service and sacrifice.

Mayor Evans spoke of the community’s support for the family of Marine Corporal Lopez and the myriad of efforts to honor him.

Mayor Evans reported on her attendance at the Sixth Annual All Valley Mayor and Tribal Chair Townhall luncheon, held on August 19, 2021, and hosted by the Greater Coachella Valley Chamber of Commerce at the Fantasy Springs Resort Casino in Indio.

Mayor Evans spoke of her efforts to promote community support for Hunger Action Month, which is in September, and noted the City looks beautiful in orange.

Mayor Evans reported on her attendance at the Disney’s Magic Bake-Off kick-off celebration and noted that siblings Jackson and Alexandra Kulevich from La Quinta competed in the September 17, 2021 episode, and won.

Mayor Evans commended staff for the good planning and great turn-out of the *Concerts at the Park* event held on September 18, 2021 at the SilverRock Event Site.

Mayor Evans noted that on October 1, 2021, there will be a football match between LQHS and Shadow Hills High School, during which the LQHS will be honoring Marine Corporal Lopez and his family, and Council is invited to attend.

Mayor Evans reported on her participation of the Statewide Mayors' Coalition focused on the fair allocation and distribution of CARES funding, and noted forthcoming might be a statewide ballot initiative opposing Senate Bills 9 and 10, and she will provide more information as it becomes available.

REPORTS AND INFORMATIONAL ITEMS

La Quinta's representative for 2021, Mayor Evans reported on her participation in the following organization's meeting:

- **CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE**

La Quinta's representative for 2021, Councilmember Fitzpatrick reported on her participation in the following organizations' meetings:

- **COACHELLA VALLEY MOUNTAINS CONSERVANCY**
- **RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)**

La Quinta's representative for 2021, Councilmember Peña reported on his participation in the following organizations' meetings:

- **CVAG PUBLIC SAFETY COMMITTEE**
- **CVAG VALLEY-WIDE HOMELESSNESS COMMITTEE**

La Quinta's representative for 2021, Mayor Pro Tem Radi reported on his participation in the following organization's meeting:

- **CVAG TRANSPORTATION COMMITTEE**

CLOSED SESSION – Continued

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)**

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 7:30 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 8:30 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

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

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

ADJOURNMENT

There being no further business it was moved and seconded by Mayor Evans/Councilmember Fitzpatrick adjourned the meeting at 8:31 p.m. in honor Diane Adolph, wife of former La Quinta Mayor Don Adolph. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

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City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: EXCUSE ABSENCE OF COMMISSIONER PROCTOR FROM THE OCTOBER 26, 2021 PLANNING COMMISSION MEETING

RECOMMENDATION

Excuse absence of Commissioner Michael Proctor from the October 26, 2021 Planning Commission meeting.

EXECUTIVE SUMMARY

- On October 25, 2021, Commissioner Proctor advised staff that he would be absent from the October 26, 2021 Planning Commission meeting due to a personal family matter.
- Commissioner Proctor has no excused or unexcused absences in fiscal 2021/22.

FISCAL IMPACT

No meeting attendance compensation is paid to absent members.

BACKGROUND/ANALYSIS

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

ALTERNATIVES

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

Prepared by: Laurie McGinley, Management Assistant
Approved by: Monika Radeva, City Clerk

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City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: AUTHORIZE OVERNIGHT TRAVEL FOR THE CITY CLERK AND MANAGEMENT ASSISTANT IN THE CLERK'S OFFICE TO ATTEND THE LEAGUE OF CALIFORNIA CITIES CITY CLERKS' NEW LAW AND ELECTIONS SEMINAR IN UNIVERSAL CITY, CALIFORNIA, DECEMBER 8 – 10, 2021

RECOMMENDATION

Authorize overnight travel for the City Clerk and Management Assistant in the Clerk's office, to attend the League of California Cities City Clerks' *New Law and Elections Seminar* in Universal City, California, December 8 – 10, 2021.

EXECUTIVE SUMMARY

- Annually, the League of California Cities (League) holds the City Clerks' *New Law and Elections Seminar* (Seminar) which provides updates on new election-related legislation and election best practices.
- The Seminar's location rotates between northern and southern California cities; this year it is held in Universal City.
- Staff will gain knowledge in key areas such as updates on elections, Fair Political Practices, Public Records Act, records management, and performance management.

FISCAL IMPACT

Estimated expenses are \$2,350, which includes registration, travel, lodging, and meals for two employees. Funds are available in the City Clerk's Travel and Training budget (Account No. 101-1005-60320).

BACKGROUND/ANALYSIS

The League is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence State and Federal policy decisions that affect cities.

This annual event is a two-and-a-half-day intensive Seminar which provides participants with the tools and resources to stay abreast on new legislation; and will review key topics such as elections, new law, and Fair Political Practices updates; new Public Records Act requirements; initiatives, referendums, and recalls; best practices for automating records management programs; and strategies for success in performance management. The Seminar also provides an opportunity to network with other industry professionals.

ALTERNATIVES

Council may elect not to approve this request; however, since this will provide information that is vital to successfully administering the 2022 local election, staff does not recommend this alternative.

Prepared by: Laurie McGinley, Management Assistant

Approved by: Monika Radeva, City Clerk

City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION DESIGNATING SPEED LIMITS FOR ADAMS STREET FROM FRED WARING DRIVE TO MILES AVENUE; FOR CALEO BAY DRIVE FROM AVENUE 47 TO AVENUE 48; AND FOR AVENUE 52 FROM AVENIDA BERMUDAS TO DESERT CLUB DRIVE

RECOMMENDATION

Adopt a resolution approving legal speed limits for Adams Street from Fred Waring Drive to Miles Avenue, for Caleo Bay Drive from Avenue 47 to Avenue 48, and for Avenue 52 from Avenida Bermudas to Desert Club Drive, as recommended in the 2021 Engineering and Traffic Survey.

EXECUTIVE SUMMARY

- The City Traffic Engineer recommended that a speed survey be conducted on three street segments due to recent changes which would affect the operating conditions along each.
- The engineering and speed survey accounts for: 1) prevailing speed, 2) accident history, and 3) roadway characteristics not apparent to the motorist.
- The survey designated all three segments for speed limit adjustments (Attachment 1).

FISCAL IMPACT

Replacing these signs will cost approximately \$500; Gas Tax funds are available in the Traffic Control Signs budget (Account No. 201-7003-60429).

BACKGROUND/ANALYSIS

In order to enforce speed limits using radar, speed limits must be set in accordance with the California Vehicle Code (CVC). Per the CVC, vehicle speeds are determined by the behavior of a majority of drivers during normal driving conditions. Jurisdictions may not establish arbitrary speed limits.

The City of La Quinta recently made changes to several streets which would affect the operating conditions along each. As such, it is desirable to resurvey the prevailing speeds and determine if speed limit adjustments are in order. Three street segments were recently re-surveyed. The 2021 Engineering and Traffic Survey presents the following recommended speed limit for these roadway segments:

Street	Segment	Posted	Proposed
Adams St.	Fred Waring Dr. to Miles Avenue	40	35
Caleo Bay Dr.	Avenue 47 to Avenue 48	30	25
Avenue 52	Avenida Bermudas to Desert Club Dr.	Not Posted	35

Staff requests approval for the recommended changes and to post these street segments immediately with the new speed limits for safety reasons. The new speed limits will help drivers select a speed that is safe and consistent with the majority of other users.

ALTERNATIVES

No alternative is recommended.

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

Attachment: 1. Engineering and Traffic Survey

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, DESIGNATING SPEED LIMITS

WHEREAS, the California Vehicle Code authorizes cities to designate and regulate speed zones within their jurisdictions; and

WHEREAS, the City Council finds it appropriate to designate speed limits on the following local streets to facilitate safe and orderly traffic flow; and

WHEREAS, said designation shall be made by resolution; and

WHEREAS, the City Council finds it appropriate to designate speed limits for 3 street segments; and

WHEREAS, in accordance with the provisions of Title 12.20.020 of the La Quinta Municipal Code, an engineering and traffic survey has been performed on the specified streets; and

WHEREAS, the following designated prima facie speed limits are based on the results of the engineering and traffic survey; and

Street	Segment	Speed Limit (mph)
Adams Street	Fred Waring Drive to Miles Avenue	35
Caleo Bay Drive	Avenue 47 to Avenue 48	25
Avenue 52	Avenida Bermudas to Desert Club Drive	35

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Quinta, California, as follows: the aforementioned prima facie speed limits are most appropriate to facilitate the orderly movement of traffic and to be reasonably safe.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 2nd day of November 2021, by the following vote:

Resolution No. 2021-
Designate Speed Limits on Adams Street, Caleo Bay Drive, Avenue 52
Adopted: November 2, 2021
Page 2 of 2

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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



October 20, 2021

Mr. Bryan McKinney, P.E.
City Engineer
Public Works Department
City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253

Subject: 2017 Engineering and Traffic Survey 2021 Amendment

Dear Mr. McKinney:

As requested, Willdan has completed a review of the recommended speed zones on three segments in the City of La Quinta. The Engineering and Traffic Study dated January 5, 2017 is hereby amended to include the updated speed limits for these three segments listed below that supersede the previous speed limit recommendations.

- 2 – Adams Street – Fred Waring Drive to Miles Avenue
- 23 – Caleo Bay Drive – Avenue 47 to Avenue 48
- 61 – Avenue 52 – Avenida Bermudas to Desert Club Drive

We are pleased to submit the enclosed recommendation and supporting documentation for the above segments. The Engineering and Traffic Survey for the above segments was conducted in accordance with applicable provisions of the CVC, following procedures outlined in the California Manual on Uniform Traffic Control Devices (California MUTCD) dated November 2014, and as required by Section 627 of the California Vehicle Code. The Report is intended to satisfy the requirements of Section 40802 of the CVC to enable the continued use of radar for traffic speed enforcement.

We appreciate the opportunity to serve the City of La Quinta and the assistance and cooperation afforded to us during the course of this study.

Very truly yours,

WILLDAN

Jeffrey Lau, P.E., T.E.
Traffic Engineer



Enclosure

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**Table 1
Street Segments with Recommended Speed Changes**

No	STREET	FROM	TO	POSTED SPEED LIMIT	NEW POSTED SPEED LIMIT	CHANGE
2	Adams Street	Fred Waring Drive	Miles Avenue	40	35	-5
23	Caleo Bay Drive	Avenue 47	Avenue 48	30	25	-5
61	Avenue 52	Avenida Bermudas	Desert Club Drive	Not posted	35	Post limit

**Table 2
Speed/ Collision Data Summary Table**

ID	Street	Segment	Dist. (Mi.)	Dir.	85% Speed	10 Mi. Pace	% in Pace	ADT	Accident Rate		Posted Speed Limit	Prop. Speed Limit	Remarks
									Exp.	Act.			
2	Adams Street	Fred Waring Drive to Miles Avenue	0.50	N/S	42	33-42	82%	8,353	1.60	0.22	40	35	*
23	Caleo Bay Drive	Avenue 47 to Avenue 48	0.54	N/S	32	23-32	78%		1,914	1.60	0.88	30	25
61	Avenue 52	Avenida Bermudas to Desert Club Drive	0.12	E/W	38	30-39	81%	14,736	1.44	0.00	Not posted	35	CA MUTCD OPTION 2

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SEGMENTS WITH SPECIAL CONDITIONS

The following segments surveyed had recommended speed limits that were 5 miles per hour (mph) or more below the critical speed due to conditions not readily apparent to the driver. Each segment is discussed below.

Segment #2 – Adams Street – Fred Waring Drive to Miles Avenue

This segment is currently posted at 40 mph and has 1 through lane and a golf cart lane in each direction with an ADT of 8,353 vehicles per day. The adjacent land use is residential with a park, a fire station, and a church. The critical speed is 42 mph and would normally justify a 40 mph posted speed limit. However, due to midblock pedestrian crossings and limited visibility of emergency vehicles existing the fire station that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 35 mph for the above reasons.

Segment #23 – Caleo Bay Drive – Avenue 47 to Avenue 48

This segment is currently posted at 30 mph and has 1 through lane in each direction with an ADT of 1,914 vehicles per day. The adjacent land use is residential and commercial. The critical speed is 32 mph and would normally justify a 30 mph posted speed limit. However, due to limited sight distance, horizontal curves with hidden driveways, moderate bicycle traffic that shares the roadway, and midblock pedestrian crossings that may not be apparent to unfamiliar drivers, a lower speed limit is prudent. It is recommended that the speed limit be posted at 25 mph for the above reasons.

**CITY OF LA QUINTA
ENGINEERING & TRAFFIC SURVEY**

STREET: Adams Street between Fred Waring Drive and Miles Avenue

DATE: 4/20/21 **TIME:** 9:45a **OBSERVER:** Steve Libring **LOCATION:** 2

PART I: HIGHWAY & ROADWAY CHARACTERISTICS

Sight Distance Obstructions? (yes or no)	N/B	S/B	Notes
1. Horizontal	No	Yes	Fire station
2. Vertical	No	No	
3. Superelevation (%)	None	None	
4. Shoulder Conditions (paved or unpaved)	Paved	Paved	
5. Profile Conditions (grade,%)			
6. Commercial Driveway Characteristics (at grade, dustpan, etc.)	None	Yes	Fire station & church driveways on west side
7. Pedestrian Traffic in the Roadway without sidewalks (yes or no)	No	No	Recent golf cart lanes added, peds cross mid-block
8. Adjacent Land Use (residential, commercial, office, etc)	Residential, resort	resort	Church and Fire station on west side
9. Intersection Spacing and Offsets (spacing, feet-offsets, yes or no)	No offsets		Signals at Miles and at Fred Waring
10. Pavement Condition (good, satisfactory, poor)	Good	Good	
11. Truck Traffic (heavy, moderate, light)	Light	Light	3 ton limit
12. Channelization (# of lanes, divided, undivided, painted, or raised median)	1 lane with a buffered bike/golf cart lane	1 lane with a buffered bike/golf cart lane	Bike/golf cart lanes on both sides
13. Street Width and Alignment (width, feet – straight or curved)	32'	32'	64' total w/ 12' painted median
14. Street Length	0.5 mi		
15. Average Daily Traffic	3,988	4,365	8,353 total Collected on 9/1/16
16. Traffic Flow Characteristics (heavy, moderate, light)	Light	Light	
17. Uniformity with the Community (yes or no)	Yes	Yes	
18. Heavy On-Street Parking Turnover (yes or no)	No	No	No parking allowed on both sides
19. Street Lighting	No	No	

**CITY OF LA QUINTA
ENGINEERING & TRAFFIC SURVEY**

STREET: Adams Street between Fred Waring Drive and Miles Avenue

LOCATION: 2

Direction	Bi-directional	<input type="checkbox"/> Northbound *	<input type="checkbox"/> Southbound *
		<input type="checkbox"/> Eastbound *	<input type="checkbox"/> Westbound *

PART II: PREVAILING SPEED MEASUREMENT

Location of Radar Measurement	s/o La Palma				
Date of Radar Measurement	4/20/21				
Time of Radar Measurement (24 hour)	9:45 am to 10:25 am				
50%ile (mph)	85%ile (mph)	38	42		
10 mph Pace (% of Vehicles)	33-42 (82%)				
Average Speed (mph)	38				
Number of Samples Observed	111				
Posted Limit (mph)	40				

PART III: ACCIDENT RECORDS

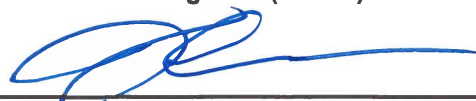
Time Period Evaluated	1/1/2018 TO 12/31/2020				
Number of Accidents	Midblock	1			
Midblock Accident Rate (Acc/MVM)	Expected-Statewide/Year	1.60 per MVM			
	Actual	0.22 per MVM			

PART IV: ADDITIONAL REMARKS

Conditions not Readily Apparent			
<i>RECOMMENDED SPEED LIMIT</i>	<i>35 MPH</i>		

* May be used in cases where two or more separate roadways are provided.

CERTIFICATION: I, Jeffrey Lau, do hereby certify that this Engineering and Traffic Survey within the City of La Quinta was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).


Jeffrey Lau

10/20/2021
Date

TE 2835
State Registration Number

**CITY OF LA QUINTA
ENGINEERING & TRAFFIC SURVEY**

STREET: Caleo Bay Drive **between** Avenue 47 **and** Avenue 48

DATE: 3/23/21 **TIME:** 10:30a **OBSERVER:** Steve Libring **LOCATION:** 23

PART I: HIGHWAY & ROADWAY CHARACTERISTICS

Sight Distance Obstructions? (yes or no)	N/B	S/B	Notes
1. Horizontal	Yes	Yes	
2. Vertical	No	No	
3. Superelevation (%)	None	None	
4. Shoulder Conditions (paved or unpaved)	Paved	Paved	
5. Profile Conditions (grade,%)			
6. Commercial Driveway Characteristics (at grade, dustpan, etc)	None	Yes	Dustpan driveways on west side
7. Pedestrian Traffic in the Roadway without sidewalks (yes or no)	No	No	Recent golf cart lanes added
8. Adjacent Land Use (residential, commercial, office, etc)	Residential	Commercial	
9. Intersection Spacing and Offsets (spacing, feet-offsets, yes or no)	No offsets		Stop sign at Avenue 48 and at Avenue 47
10. Pavement Condition (good, satisfactory, poor)	Good	Good	
11. Truck Traffic (heavy, moderate, light)	Light	Light	
12. Channelization (# of lanes, divided, undivided, painted, or raised median)	1 lane with a bike/golf cart lane	1 lane with a bike/golf cart lane	
13. Street Width and Alignment (width, feet – straight or curved)	20'	20'	40' total w/no LT lanes, curved
14. Street Length	0.54 mi		
15. Average Daily Traffic	1,300	614	1,914 total Collected on 9/1/16
16. Traffic Flow Characteristics (heavy, moderate, light)	Light	Light	
17. Uniformity with the Community (yes or no)	Yes	Yes	
18. Heavy On-Street Parking Turnover (yes or no)	No	No	No parking allowed on both sides
19. Street Lighting	No	No	

**CITY OF LA QUINTA
ENGINEERING & TRAFFIC SURVEY**

STREET: Caleo Bay Drive between Avenue 47 and Avenue 48

LOCATION: 23

Direction	Bi-directional	<input type="checkbox"/> Northbound *	<input type="checkbox"/> Southbound *
		<input type="checkbox"/> Eastbound *	<input type="checkbox"/> Westbound *

PART II: PREVAILING SPEED MEASUREMENT

Location of Radar Measurement	n/o and s/o Lake La Quinta				
Date of Radar Measurement	3/23/21				
Time of Radar Measurement (24 hour)	10:30a to 11:15a				
50%ile (mph)	85%ile (mph)	28	32		
10 mph Pace (% of Vehicles)	23-32 (78%)				
Average Speed (mph)	28				
Number of Samples Observed	100				
Posted Limit (mph)	30				

PART III: ACCIDENT RECORDS

Time Period Evaluated	1/1/2018 TO 12/31/2020				
Number of Accidents	Midblock	1			
Midblock Accident Rate (Acc/MVM)	Expected-Statewide/Year	1.60 per MVM			
	Actual	0.88 per MVM			

PART IV: ADDITIONAL REMARKS

Conditions Not Readily Apparent			
<i>RECOMMENDED SPEED LIMIT</i>	<i>25 MPH</i>		

* May be used in cases where two or more separate roadways are provided.

CERTIFICATION: I, Jeffrey Lau, do hereby certify that this Engineering and Traffic Survey within the City of La Quinta was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Jeffrey Lau

10/20/2021

Date

TE 2835

State Registration Number

**CITY OF LA QUINTA
ENGINEERING & TRAFFIC SURVEY**

STREET: Avenue 52 between Avenida Bermudas and Desert Club Drive

LOCATION: 61

Direction	Bi-directional	<input type="checkbox"/> Northbound *	<input type="checkbox"/> Southbound *
		<input type="checkbox"/> Eastbound *	<input type="checkbox"/> Westbound *

PART II: PREVAILING SPEED MEASUREMENT

Location of Radar Measurement	midblock		
Date of Radar Measurement	10/4/21		
Time of Radar Measurement (24 hour)	6:40 am to 7:15 am		
50%ile (mph)	85%ile (mph)	35	38
10 mph Pace (% of Vehicles)	30-39 (81%)		
Average Speed (mph)	35		
Number of Samples Observed	100		
Posted Limit (mph)	Not posted		

PART III: ACCIDENT RECORDS

Time Period Evaluated	1/1/2018 TO 12/31/2020		
Number of Accidents	Midblock	0	
Midblock Accident Rate (Acc/MVM)	Expected-Statewide/Year	1.44 per MVM	
	Actual	0.00 per MVM	

PART IV: ADDITIONAL REMARKS

California MUTCD Option 2		
<i>RECOMMENDED SPEED LIMIT</i>	<i>35 MPH</i>	

* May be used in cases where two or more separate roadways are provided.

CERTIFICATION: I, Jeffrey Lau, do hereby certify that this Engineering and Traffic Survey within the City of La Quinta was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

10/20/2021

TE 2835

Jeffrey Lau

Date

State Registration Number

**CITY OF LA QUINTA
ENGINEERING & TRAFFIC SURVEY**

STREET: Avenue 52 **between** Avenida Bermudas **and** Desert Club Drive

DATE: 10/4/21 **TIME:** 6:40a **OBSERVER:** Steve Libring **LOCATION:** 61

PART I: HIGHWAY & ROADWAY CHARACTERISTICS

Sight Distance Obstructions? (yes or no)	W/B	E/B	Notes
1. Horizontal	No	No	
2. Vertical	No	No	
3. Superelevation (%)	None	None	
4. Shoulder Conditions (paved or unpaved)	Paved	Paved	
5. Profile Conditions (grade,%)			
6. Commercial Driveway Characteristics (at grade, dustpan, etc)	None	None	
7. Pedestrian Traffic in the Roadway without sidewalks (yes or no)	No	No	Recent golf cart lanes added
8. Adjacent Land Use (residential, commercial, office, etc)	Residential mixed w/ commercial	Park/playground and Fire Station	
9. Intersection Spacing and Offsets (spacing, feet-offsets, yes or no)	No offsets		Signals at Desert Club, roundabout at Avenida Bermudas
10. Pavement Condition (good, satisfactory, poor)	Good	Good	
11. Truck Traffic (heavy, moderate, light)	Light	Light	
12. Channelization (# of lanes, divided, undivided, painted, or raised median)	2 lanes merging to 1 lane with a bike/golf cart lane	2 lanes with a bike/golf cart lane	Bike/golf cart lanes on both sides
13. Street Width and Alignment (width, feet – straight or curved)	32'	32'	76' total w/ 12' raised median
14. Street Length	0.12 mi		
15. Average Daily Traffic			14,736 total Collected in 2014
16. Traffic Flow Characteristics (heavy, moderate, light)	Moderate	Moderate	
17. Uniformity with the Community (yes or no)	Yes	Yes	
18. Heavy On-Street Parking Turnover (yes or no)	No	No	No parking allowed on both sides
19. Street Lighting	No	No	

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CITY OF LA QUINTA

DATE: 04/20/21 DAY: Tuesday TIME PERIOD: 9:45 AM TO 10:25 AM

FOR ROADWAY: ADAMS STREET

SPEED (MPH)	TOTAL VEHICLES SURVEYED		TOTAL VEHICLES
	NORTHBOUND+SOUTHBOUND		
65			0
64			0
63			0
62			0
61			0
60			0
59			0
58			0
57			0
56			0
55			0
54			0
53	X		1
52	X		1
51	X		1
50	X		1
49	X		1
48			0
47			0
46			0
45			0
44	X	X	4
43	X		1
42	X	X	10
41	X	X	7
40	X	X	10
39	X	X	11
38	X	X	13
37	X	X	6
36	X	X	7
35	X	X	9
34	X	X	10
33	X	X	8
32	X	X	4
31	X	X	2
30	X		1
29	X	X	3
28			0
27			0
26			0
25			0
24			0
23			0
22			0
21			0
20			0
19			0
18			0
17			0
16			0
15			0
	53	58	111

LIMITS (BTN): Fred Waring Drive to Miles Avenue

OBSERVATION POINT: s/o La Palma

POSTED SPEED LIMIT: 40 MPH **OBSERVER:** LIBRING

COMMENTS: Playground 25 **WEATHER:** SUNNY
 MPH 6am - 10pm

pedestrians **ROAD SURFACE:** DRY
 crossing midblock

golf carts **ROAD CONDITION:** GOOD

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	<u>42</u>	<u>42</u>	<u>42</u>	M.P.H.
50TH %:	<u>38</u>	<u>38</u>	<u>38</u>	M.P.H.
15TH %:	<u>33</u>	<u>34</u>	<u>33</u>	M.P.H.
10 MPH PACE:	<u>33 - 42</u>	<u>33 - 42</u>	<u>33 - 42</u>	M.P.H.
% IN PACE:	<u>81%</u>	<u>83%</u>	<u>82%</u>	
% OVER PACE:	<u>11%</u>	<u>7%</u>	<u>9%</u>	
% UNDER PACE:	<u>8%</u>	<u>10%</u>	<u>9%</u>	
ARITHMETIC MEAN:	<u>38</u>	<u>38</u>	<u>38</u>	M.P.H.
SAMPLE VARIANCE:	<u>26</u>	<u>17</u>	<u>21</u>	
STANDARD DEVIATION:	<u>5</u>	<u>4</u>	<u>5</u>	M.P.H.
VARIANCE OF THE MEAN:	<u>0.49</u>	<u>0.29</u>	<u>0.19</u>	
STD. ERROR OF THE MEAN:	<u>0.70</u>	<u>0.54</u>	<u>0.44</u>	M.P.H.

* * * P A C E * * *

CITY OF LA QUINTA

DATE: 03/23/21 DAY: Tuesday TIME PERIOD: 10:30AM TO 11:15AM

FOR ROADWAY: CALEO BAY DRIVE

SPEED (MPH)	TOTAL VEHICLES SURVEYED			TOTAL VEHICLES
	NORTHBOUND+SOUTHBOUND			
65		0	0	0
64		0	0	0
63		0	0	0
62		0	0	0
61		0	0	0
60		0	0	0
59		0	0	0
58		0	0	0
57		0	0	0
56		0	0	0
55		0	0	0
54		0	0	0
53		0	0	0
52		0	0	0
51		0	0	0
50		0	0	0
49		0	0	0
48		0	0	0
47		0	0	0
46		0	0	0
45	X	1	0	1
44		0	0	0
43		0	0	0
42	X	0	1	1
41		0	0	0
40		0	0	0
39		0	0	0
38	X	1	0	1
37	X	0	1	1
36		0	0	0
35	X X	1	1	2
34	X X X X X X	3	3	6
33	X X	1	1	2
32	X X X X X	3	2	5
31	X X X X	2	2	4
30	X X X X X X X X	2	6	8
29	X X X X X X X X X X X X	6	7	13
28	X X X X X X X X X X X X	8	4	12
27	X X X X X X X X X X X X X X	7	7	14
26	X X X X X	1	4	5
25	X X X X X X X	5	2	7
24	X X X X X	3	2	5
23	X X X X X	2	3	5
22	X X X	1	2	3
21	X X X	1	2	3
20		0	0	0
19		0	0	0
18	X	1	0	1
17	X	1	0	1
16		0	0	0
15		0	0	0
		50	50	100

LIMITS (BTN): Avenue 47 and Avenue 48

OBSERVATION POINT: n/o and s/o Lake La Quinta

POSTED SPEED LIMIT: 30 MPH

COMMENTS: Conditions not readily apparent include:
 1. limited sight distance
 2. horizontal curves w/ driveways
 3. bikes share the road 2 segments
 4. midblock ped crossings

OBSERVER: LIBRING

WEATHER: SUNNY

ROAD SURFACE: DRY

ROAD CONDITION: GOOD

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	<u>32</u>	<u>32</u>	<u>32</u>	M.P.H.
50TH %:	<u>28</u>	<u>28</u>	<u>28</u>	M.P.H.
15TH %:	<u>24</u>	<u>24</u>	<u>24</u>	M.P.H.
10 MPH PACE:	<u>23 - 32</u>	<u>23 - 32</u>	<u>23 - 32</u>	M.P.H.
% IN PACE:	<u>78%</u>	<u>78%</u>	<u>78%</u>	
% OVER PACE:	<u>14%</u>	<u>14%</u>	<u>14%</u>	
% UNDER PACE:	<u>8%</u>	<u>8%</u>	<u>8%</u>	
ARITHMETIC MEAN:	<u>28</u>	<u>28</u>	<u>28</u>	M.P.H.
SAMPLE VARIANCE:	<u>23</u>	<u>17</u>	<u>20</u>	
STANDARD DEVIATION:	<u>5</u>	<u>4</u>	<u>4</u>	M.P.H.
VARIANCE OF THE MEAN:	<u>0.45</u>	<u>0.35</u>	<u>0.20</u>	
STD. ERROR OF THE MEAN:	<u>0.67</u>	<u>0.59</u>	<u>0.45</u>	M.P.H.

* * * P A C E * * *

CITY OF LA QUINTA

DATE: 10/04/21 DAY: Monday TIME PERIOD: 6:40AM TO 7:15AM

FOR ROADWAY: **AVENUE 52**

SPEED (MPH)	TOTAL VEHICLES SURVEYED			TOTAL VEHICLES
	EASTBOUND+WESTBOUND			
	EB	WB		
65		0	0	0
64		0	0	0
63		0	0	0
62		0	0	0
61		0	0	0
60		0	0	0
59		0	0	0
58		0	0	0
57		0	0	0
56		0	0	0
55		0	0	0
54		0	0	0
53		0	0	0
52	X	0	1	1
51		0	0	0
50		0	0	0
49		0	0	0
48		0	0	0
47		0	0	0
46		0	0	0
45		0	0	0
44		0	0	0
43		0	0	0
42	X	0	1	1
41	X X	1	1	2
40	X	0	1	1
39	X X X X X	3	2	5
38	X X X X X X X X X X X X X X X	6	8	14
37	X X X X X X X X X X X X	6	5	11
36	X X X X X X X X X	5	4	9
35	X X X X X X X X	4	4	8
34	X X X X X X X X X X X X	8	4	12
33	X X X	1	2	3
32	X X X X X X X X X X	5	4	9
31	X X X X X X	5	1	6
30	X X X X	4	0	4
29	X X	1	1	2
28	X X X X	2	2	4
27	X X X X X	3	2	5
26		0	0	0
25	X	0	1	1
24	X	0	1	1
23	X	1	0	1
22		0	0	0
21		0	0	0
20		0	0	0
19		0	0	0
18		0	0	0
17		0	0	0
16		0	0	0
15		0	0	0
		55	45	100

LIMITS (BTN): Avenida Bermudas and Desert Club Drive

OBSERVATION POINT: midblock

POSTED SPEED LIMIT: not posted **OBSERVER:** LIBRING

COMMENTS: 25 MPH from 6am to 10pm playground **WEATHER:** SUNNY

signal removed at Ave. Bermudas **ROAD SURFACE:** DRY

new roundabout **ROAD CONDITION:** GOOD









DATA COLLECTION METHOD: RADAR

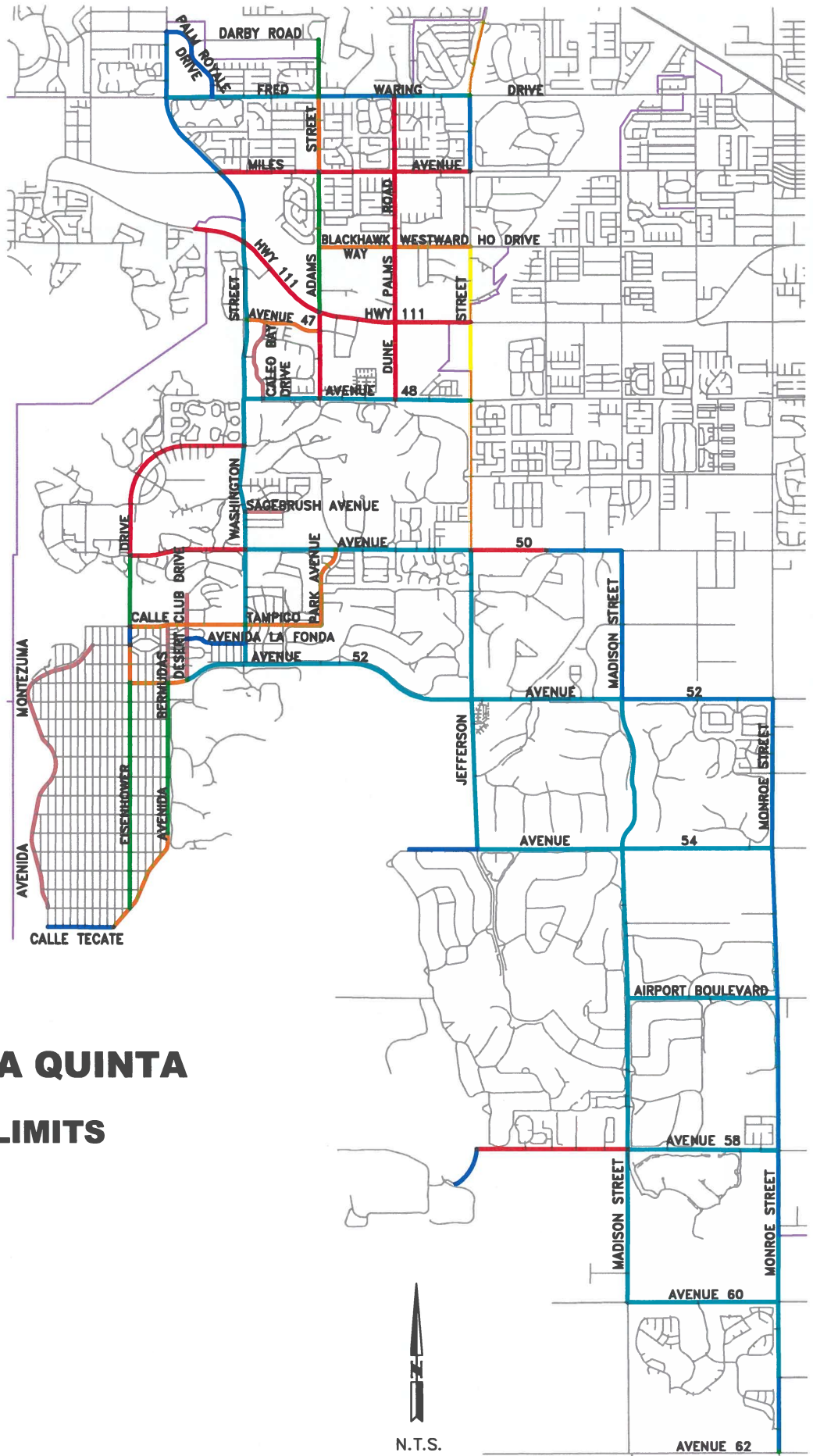
	EASTBOUND	WESTBOUND	EASTBOUND+WESTBOUND	
85TH %:	<u>38</u>	<u>38</u>	<u>38</u>	M.P.H.
50TH %:	<u>34</u>	<u>36</u>	<u>35</u>	M.P.H.
15TH %:	<u>30</u>	<u>29</u>	<u>30</u>	M.P.H.
10 MPH PACE:	<u>30 - 39</u>	<u>32 - 41</u>	<u>30 - 39</u>	M.P.H.
% IN PACE:	<u>85%</u>	<u>78%</u>	<u>81%</u>	
% OVER PACE:	<u>2%</u>	<u>4%</u>	<u>5%</u>	
% UNDER PACE:	<u>13%</u>	<u>18%</u>	<u>14%</u>	
ARITHMETIC MEAN:	<u>34</u>	<u>35</u>	<u>34</u>	M.P.H.
SAMPLE VARIANCE:	<u>15</u>	<u>24</u>	<u>19</u>	
STANDARD DEVIATION:	<u>4</u>	<u>5</u>	<u>4</u>	M.P.H.
VARIANCE OF THE MEAN:	<u>0.27</u>	<u>0.54</u>	<u>0.19</u>	
STD. ERROR OF THE MEAN:	<u>0.52</u>	<u>0.74</u>	<u>0.44</u>	M.P.H.

* * * P A C E * * *

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LEGEND:

- SPEED LIMIT MPH
-  25
 -  30
 -  35
 -  40
 -  45
 -  50
 -  55
 -  = CITY LIMITS



**CITY OF LA QUINTA
SPEED LIMITS**

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City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION TO APPLY FOR AND RECEIVE FUNDS FROM STATE OF CALIFORNIA PROPOSITION 68 PER CAPITA GRANT PROGRAM IN THE AMOUNT OF \$203,321.54 AND DESIGNATE THE FUNDS TO DEVELOP A PARKLET TO ACCESS A REGIONAL TRAIL SYSTEM

RECOMMENDATION

Adopt resolution to apply for and receive funds from the State of California Proposition 68 per capita grant program in the amount of \$203,321.54 and designate the funds to develop a parklet for regional trail access.

EXECUTIVE SUMMARY

- In June 2018, Proposition 68 was approved by California voters authorizing funding for local park rehabilitation, creation, improvement, and development.
- Eligible projects must be capital outlay for recreational purposes, either acquisition or development.
- Grant recipients must pass a resolution approving the filing of application packets in order to receive funding.
- The City will request \$203,321.54 in grant funding to acquire and develop a parcel of land (Attachment 1) to integrate a regional trail system.

FISCAL IMPACT

The total acquisition cost of the parcel is \$600,000. Funds from Prop 68 in the amount of \$203,321.54 will offset the cost, and the remaining amount including escrow fees will be paid using the City's Land Acquisition account 101-1007-74010.

BACKGROUND/ANALYSIS

The Per Capita Program was placed on the ballot via Senate Bill 5 and approved on June 5, 2018. The Bill includes the General Capita Program and the Urban County Per Capita Program, which represent a combined total of over \$198 million in funding. Allocations for each program are determined based on population of the cities, counties, or other eligible districts. Funds from the Per Capita Program may also be used for acquisition. Acquisitions must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office and grants over \$100,000 require at least thirty years of land tenure.

Funds acquired from the grant will be used to purchase land for the development of a parklet with access to a regional trail system. The purchase and sale agreement for the land acquisition is also on the agenda for Council consideration.

ALTERNATIVES

Council may elect not to approve the grant application and instruct staff to explore other opportunities for funding the project.

Prepared by: Michael Calderon, Community Resources Analyst

Approved by: Chris Escobedo, Community Resources Director

Attachment: 1. Land Acquisition Parcel Map

RESOLUTION NO. 2021 – XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE FILING OF APPLICATION(S) FOR PER CAPITA PROGRAM GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATIONS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED THERETO

WHEREAS, the State of California Department of Parks and Recreation (DPR) has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the DPR require the grantee’s Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the state; and

WHEREAS, the grantee will enter into a contract(s) with the state to complete project(s).

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

SECTION 1. Approves the filing of project application(s) for Per Capita program grant project(s).

SECTION 2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s).

SECTION 3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s).

SECTION 4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of La Quinta’s general or recreation plan [PRC §80063(a)].

SECTION 5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 [PRC §80062(d)].

SECTION 6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code.

SECTION 7. [PRC §80001(b)(8)(A-G)] To the extent practicable, as identified in the “Presidential Memorandum – Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the City will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations, and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

SECTION 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities [PRC §80001(b)(5)].

SECTION 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other

funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient’s annual expenditures [PRC §80062(d)].

SECTION 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide.

SECTION 11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s).

SECTION 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the La Quinta City Council held on this 2nd day of November, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

Resolution No. 2021 – XXX
California Department of Parks & Recreation – Per Capita Grant Funding Program
Adopted: _____, 2021
Page 4 of 4

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

(CITY SEAL)

APPROVED AS TO FORM:

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



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City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: APPROPRIATE FUNDS FOR SMART INFRASTRUCTURE PILOT PROGRAM AND APPROVE SERVICE AGREEMENTS WITH FRONTIER COMMUNICATIONS OF AMERICA, INC FOR THE LA QUINTA X-PARK PROJECT 2015-09 TO PROVIDE INTERNET SERVICES FOR THE PRO SHOP BUILDING LOCATED AT 46130 DUNE PALMS ROAD

RECOMMENDATION

Approve Service Agreements with Frontier Communications of America, Inc. for the La Quinta X-Park Project 2015-09 to provide internet services for the pro shop building; authorize the City Manager to approve minor revisions to and execute the Agreements; and appropriate a fund transfer of \$50,000 from the Economic Development Fund Balance for fiscal year 2021/22 to the Capital Projects Fund for a smart infrastructure pilot program.

EXECUTIVE SUMMARY

- The La Quinta X-Park Project (Project) (Attachment 1) will construct a 31,000 sq ft X-Park facility, including a 1,400 sq ft pro shop with restrooms and observation deck.
- Internet services are needed for the pro shop building on the X-Park site and will be extended to the entire site through a wireless mesh network created by a pilot program of smart infrastructure comprised of four smart poles.
- The City received two bids for internet services, and Frontier was selected due to their competitive costs and level of service.
- There are two Service Agreements proposed, the Frontier Enterprise Managed WLAN Agreement (WLAN Agreement) (Attachment 2) and the Dedicated Internet Access Schedule (DIA Agreement) (Attachment 3) between the City of La Quinta (City) and Frontier Communications of America, Inc. (Frontier).

FISCAL IMPACT

The following represents the cost breakdown of services, equipment, the smart infrastructure pilot program, and installation fees between city accounts:

5-Year Term (60 Months)	Cost	Budget
Frontier Equipment Installation (One-Time Fee)	\$10,000	401-0000-60188
Smart Infrastructure Pilot Program (One-Time Fee)	\$50,000	
Total Contract Term Frontier Management Services (\$180/Month)	\$10,800	502-0000-61400
Total Contract Term Frontier 1G Dedicated Internet Access (\$890/Month)	\$53,400	
Total Contract Cost	\$124,200	

BACKGROUND/ANALYSIS

There are two proposed Frontier Service Agreements. The WLAN Agreement outlines the ongoing management services, equipment provided and entails a 60-month term. The DIA Agreement outlines the monthly cost for a dedicated 1G internet access which includes the installation of fiber facilities and equipment to the site.

The one-time fee for installation, equipment, and the smart infrastructure pilot program, will be paid from the X-Park project construction budget. The ongoing monthly services will be incorporated into the current utilities budget.

Upon Council's approval of the Agreements, the installation of fiber and equipment will take between 3-6 months for Frontier to complete. The smart infrastructure pilot program project will be completed concurrently.

ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Doug Kinley, Management Analyst

Approved by: Gil Villalpando, Director

Attachments: 1. Vicinity Map
 2. Frontier Enterprise Managed WLAN Agreement
 3. Dedicated Internet Access Schedule Agreement



X Park Exhibit

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	FRONTIER ENTERPRISE MANAGED WLAN SCHEDULE	Frontier Confidential
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This is Schedule Number **S-0000285551** to the Frontier Services Agreement dated 03/29/2021 (“FSA”) by and between City of La Quinta (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Schedule Type/Purpose: Order for new Services

Service Location:

Street Address: **46130 Dune Palms Road**
 City, State, Zip: **La Quinta, California, 92253**

Schedule Date: **09/21/2021**
 Service Term: **60**

Service	Quantity	NRC (x Qty)	MRC (x Qty)
Package 1: Essential Indoor Includes (4) Indoor Ceiling Mounted Access Points (R320) and (1) 24 Port Switch. Plus, Heat map, Design, Install, onboarding and Proactive monitoring		\$	\$
Package 2: Essential Hotel and Campus Dorm Includes (4) Indoor Wall-Plate Mounted Access Points (H510) and (1) 24 Port Switch. Plus, Heat map, Design, Install, onboarding and Proactive monitoring		\$	\$
Package 3: Essential Outdoor Includes (4) Outdoor Access Points (T310c) and (1) 24 Port Switch. On-Site Survey estimate included. Plus, Heat map, Design, Install, onboarding and Proactive monitoring		\$	\$
Package 4: Essential indoor AP Add On Includes (1) Indoor Ceiling Mounted Access Point (R320). Plus, Heat map, Design, Install, onboarding and Proactive monitoring		\$	\$
Package 5: Essential Hotel and Campus Dorm Add On Includes (1) Indoor Wall-Mounted Mounted Access Point (H510). Plus, Heat map, Design, Install, onboarding and Proactive monitoring		\$	\$
Package 6: Essential indoor Advanced Add On Includes (1) Indoor High-Density Access Point (R610). Plus, Heat map, Design, Install, onboarding and Proactive monitoring		\$	\$
Package 7: Essential Outdoor Add On Includes (1) Outdoor Access Point (T310c)		\$	\$
Package 8: Essential 24 Port Access Switch Includes (1) 24 port Access Switch		\$	\$
Package 9: Essential 24 Port Aggregation Switch Includes (1) 24 port Aggregation Switch.		\$	\$
Package 10: Site survey Onsite survey		\$	\$
Package 11: Managed Wireless ICB BDT # 20210921007724	1	\$ 10,000.00	\$180.00
Total:	1	\$ 10,000.00	\$180.00

SUPPLEMENTAL TERMS AND CONDITIONS

1. Service Description

Frontier Enterprise Managed WLAN is an end to end managed wireless networking solution that provides a minimum of four (4) or more local wireless networks (SSIDs) for Customer and its permitted end users. Each wireless network can be secured and configured separately to suit the Customer’s operations. This solution includes a design, support, proactive monitoring and equipment including access points, switches and firewalls.

Key Features:

- Customer Self-service dashboard known as Business Intelligence Portal
 - This Business Intelligence Portal provides Customer with:
 - Reporting and configuration
 - Guest networks and private end user networks
 - Self-service WLAN SSID and Password configuration



- Self-service landing page
 - Customized landing page for directed marketing
- Self-service splash/
 - Multiple splash page themes including click and connect, survey, and social media
- Seamless roaming across designed Customer the footprint
- 24/7 monitoring and support by Frontier

Equipment and associated products are specifically identified in Attachment 1 ("Equipment and Statement of Work")

2. Obligations of Customer

Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof.

3. Access to Facilities; Grant of Underlying Rights

A. Customer shall provide Frontier with (i) access to, and use of, its buildings, facilities and infrastructure (the "Facilities"), and (ii) all deeds, leases, easements, rights of way, licenses, franchises, permits, and other rights, titles or interests, necessary for the construction, installation, operation, maintenance and repair of the wireless broadband access system (the "Network") to be deployed by Frontier under this Agreement. Customer grants to Frontier an unlimited right of access to and use of the Facilities, seven (7) days per week, twenty-four (24) hours per day, including rights of ingress and egress, in connection with Frontier's performance of this Agreement.

B. The Facilities shall include all power connections necessary for the deployment, operation and maintenance of the Network. Frontier shall not be required to reimburse Customer for the costs of power associated with the development or operation of the Network. Frontier will be responsible for providing, at Frontier's sole expense, any filtering or regulation devices to correct any interference or potential electrical surges. The Parties will use their best efforts to avoid any unnecessary interruptions and, where required, will work with each other to plan and coordinate necessary service and utility interruptions so as to minimize disruptions to Frontier equipment and the Facilities.

4. Interference

Customer shall not grant or permit any access or use of the Facilities that would have a negative impact on the operation of the Network, including, but not limited to, interfering with the signals generated or received by the Frontier equipment.

5. Relocations-On Premises

If Customer reasonably determines, or is required by a party with legal authority to so require, or if Frontier agrees to relocate or reconfigure any portion of the Network at Customer's request (with a comparable Network), including any of the Facilities used or required in providing the Services at the current Service Location, Frontier shall proceed with such relocation or reconfiguration of comparable Network, and shall have the right, in good faith, to reasonably determine the extent of, the timing of, and methods to be used for such relocation; and the parties shall mutually agree on reasonable consideration to be paid to Frontier as a result of such action. Any modification beyond those described in this Section would require a new Schedule, as further described in Section 7, below.

6. Equipment or Software Not Provided by Frontier

- A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
- B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router and modem to be used as the gateway to the Frontier network. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.
- C. Frontier and Customer will cooperatively establish the initial configuration for the Customer-provided router's interface with the Frontier network.
- D. Customer shall permit Frontier to access the router's SNMP variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP TRAP messages.
- E. Frontier may, from time to time, procure Services or facilities from an affiliate of Frontier, and in doing so, may act as an agent and not a principal for the affiliated entity with respect to the procurement and provision of the Service or facility. The Service or facility may be provided by an affiliate or vendor that is a common carrier, in which case the provision of the service or facility may be provided pursuant to terms and conditions stated in a filed federal or state tariff, which Customer agrees will govern the provision of the service or the facility.
- F. Equipment. All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third-party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.



FRONTIER ENTERPRISE MANAGED WLAN SCHEDULE

Frontier Confidential

7. Internet Acceptable Use Policy and Security.

- A. Customer shall comply, and shall cause all Service users to comply, with Frontier’s Acceptable Use Policy (“AUP”), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/
- B. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
- C. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer’s systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer’s accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer’s or third parties’ usage of Frontier Internet access through the Services or Customer’s hardware or software.

8. Customer Move. Frontier agrees that in the event Customer moves from its facility located at **46130 Dune Palms Road La Quinta, CA 92253** to another facility located in the Frontier service area during the Service Term Customer may disconnect an existing Service and order a new Service as a replacement in Customer’s new location. Customer will not be assessed any applicable early termination charges for the disconnected Service so long as, the Customer pays the MRC for the moved Service until the start of Service of the replacement Service Location, plus the applicable installation charges (including but not limited to heat mapping site survey and/or design charges) for the replacement Service. Frontier and Customer will execute a replacement Schedule for a new Service Term.

9. Title Any Frontier Equipment installed at Customer’s premises or location where Services or Equipment will be installed (which title has not transferred to Customer) remain the personal property of Frontier or Frontier’s assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	City of La Quinta
<i>Frontier’s Signature:</i>	<i>Customer’s Signature:</i>
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



Attachment 1

*Only specifically identified Equipment and Statement of Work identified in this Attachment are included.

Installation

Frontier will deploy technician(s) to complete the following tasks:

- Install and power on controller or another head device in existing rack/shelf infrastructure.
- Install and power on switch in existing rack/shelf infrastructure.
- Install/route an average of 150' CAT5e/6 Ethernet cabling and standard attachment materials, in open, accessible pathway, from the switch to the first AP install location, test, label and connect to a switch port as decided by design or Frontier NOC personnel.
- Install the Access Points, on standard surface up to 12' above floor and connect AP to Ethernet cable and assess power and on net status.

- Each device will be verified with a hand-held device (phone or pad) running a proprietary basic verification application including picture, basic birth certificate and RF connection test (SSID check, RF level at standard distance and using a Frontier speed test server.
- Changes to system will be noted in an as-built document.

Hardware, Software, Licenses

All hardware, including but not limited to:

- Access Points
- IP Switches
- Remote Support & Firewall servers
- Additional equipment, as needed to support design configuration

In addition to the required hardware, Frontier will provide all device software and necessary licensing.

Annual Support

Lastly, and calculated into our Monthly Recurring Revenue (MRR) are the necessary Maintenance & Support figures for the life of the contract.

Component	Quantity
<ul style="list-style-type: none"> • Professional Services <ul style="list-style-type: none"> ○ Desktop Design ○ On-site Survey ○ Installation ○ Configuration ○ Onboarding 	1
<ul style="list-style-type: none"> • Hardware <ul style="list-style-type: none"> ○ Router/Firewall/VPN ○ Access Points (indoor and outdoor) ○ 24-Port Switch 	1 6 1 1
<ul style="list-style-type: none"> • Support/Management <ul style="list-style-type: none"> ○ Proactive Monitoring 24/7 ○ Technical support 24/7 	1
<ul style="list-style-type: none"> • Content Filtering 	1

The solution is backed by a full suite of professional services that includes:

- Wi-Fi and network designs to ensure coverage and performance
- Physical equipment installation and configuration
- Installation verification
- 24/7 technical support

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DEDICATED INTERNET ACCESS (DIA) SCHEDULE

Frontier Confidential

This is Schedule Number S-0000283942 to the Frontier Services Agreement dated 03/29/2021 ("FSA") by and between City of La Quinta ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 46130 Dune Palms Rd LA QUINTA California 92253-2839
 Schedule Type/Purpose: Order for new Services

Schedule Date: 09/30/2021
 Service Term: 60

Service Summary	NRC	MRC
Dedicated Ethernet Internet Access bandwidth (details in Table 1)	\$ 0.00	\$ 890.00
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$ 0.00	\$ 890.00

Table 1: Internet Access Locations					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A new	46130 Dune Palms Rd, La Quinta, CA, 92253, 760 272	Bandwidth Access (Mbps)	1000 Mbps Mbps	\$ 0.00	\$ 890.00
B	street, city, state, zip, NPA NXX	Bandwidth Access CIR (Mbps)	Select Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	Select Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	Select Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Bandwidth Access (Mbps)	Select Mbps	\$	\$
Subtotal:				\$ 0.00	\$ 890.00

Table 2: IP Addresses		
Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): A	/29 - \$0 NRC, \$0 MRC	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Subtotal:	\$ 0.00	\$ 890.00

1. Service Description.

a. **Dedicated Internet Access ("DIA")** DIA is a dedicated bandwidth from Customer Service Location to the Frontier IP network then to the public Internet which provides reliable, secure and scalable bandwidth. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Special Construction: All Services are subject to availability and Frontier Network limitations.** The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

c. **Obligations of Customer.** Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

d. **After Hours/Holiday Labor Hours.** If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).





DEDICATED INTERNET ACCESS (DIA) SCHEDULE

Frontier Confidential

Such After Hours services may be subject to change, based upon Frontier’s reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. **Internet Acceptable Use Policy and Security.** Customer shall comply, and shall cause all Service users to comply, with Frontier’s Acceptable Use Policy (“AUP”), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer’s systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer’s accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer’s or third parties’ usage of Frontier Internet access through Customer’s hardware or software.

6. **Service Level Agreement.** The Dedicated Internet Access Service Level Agreement for Dedicated Internet Access is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective, and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

City of La Quinta

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____





**EXHIBIT 1
Service Level Agreement**

This **Dedicated Internet Access Service Level A Agreement (“SLA”)** applies to an Dedicated Internet Access (DIA) Schedule, executed by and between **City of La Quinta (“Customer”)** and **Frontier Communications of America, Inc. (“Frontier”)**. The terms of this SLA apply exclusively to the Dedicated network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (“POP”) or DIA Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Dedicated Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the DIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Dedicated Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs 50% MRC above 6 hrs.

C. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When DIA Service is impacted from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected DIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

3. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable DIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii)





interruptions resulting from Force Majeure events as defined in Customer's FSA . In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted DIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits. For example, If Customer's Service Outage triggers both operational objectives (i.e. Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
 - D. This SLA guarantees service performance of Frontier's Dedicated Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
 - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
 - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual DIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an DIA Service reaches Chronic Outage status, then Customer may terminate the affected DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the DIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 4 TO VENUE HOSTING AGREEMENT WITH WORLD TRIATHLON CORPORATION, LLC. TO HOST THE IRONMAN 70.3 INDIAN WELLS – LA QUINTA TRIATHLON FOR TWO ADDITIONAL YEARS

RECOMMENDATION

Approve Amendment No. 4 to Venue Hosting Agreement with World Triathlon Corporation, LLC to host the IRONMAN 70.3 Indian Wells – La Quinta Triathlon for two additional years; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- The third IRONMAN 70.3 Indian Wells – La Quinta Triathlon (Event) will take place December 5, 2021 and will utilize the successful route created in 2019 as a result of extensive community collaboration.
- The Venue Host Agreement will expire after the December 2021 Event.
- Under Amendment No. 4, the Cities of La Quinta and Indian Wells are seeking to extend the existing agreement with World Triathlon Corporation for two additional years to host an Event in 2022 and 2023.
- All the terms and financial obligations would remain the same.

FISCAL IMPACT

The \$75,000 host sponsorship would be paid in 2022 and 2023. Funds budgeted in Account No. 101-3003-60149, Community Experiences.

BACKGROUND/ANALYSIS

The 2019 Event was successfully held on December 8, 2019. A coordinated effort between all participating agencies resulted in minimal traffic impacts, no major injuries, and timely removal of traffic control equipment. The Greater Palm Springs Convention and Visitors Bureau (CVB) generated an economic impact report which demonstrated that the Event provided over \$9,000,000

in economic benefits for the region as well as further establishing La Quinta as an international destination.

Immediately following the 2019 Event, Staff and IRONMAN began planning for the 2020 event. However, on March 4, 2020 a state of emergency was declared due to the COVID-19 pandemic resulting in the cancellation of major events with large gatherings. On November 17, 2020, Council approved amendment No. 3 to the venue host agreement allowing the postponement of the 2020 event to December 5, 2021 due to COVID restrictions. The 2021 Event will incorporate the improved 2019 route, extensive community information efforts, and refinement learned from the 2018 and 2019 events.

All terms of the existing agreement would remain the same including each agencies resource commitments, financial participation by the CVB, and IRONMAN paying for traffic, police, and fire costs required by the Event. If Amendment No. 4 is approved, all terms and obligations will continue through 2023. Thereafter and based on continued positive performance, staff will work with all parties on a new long-term agreement for the triathlon.

ALTERNATIVES

Council can elect not to amend the agreement and not host the events in 2022 and 2023.

Prepared by: Chris Escobedo, Community Resources Director
Approved by: Jon McMillen, City Manager

Attachment: 1. Amendment 4 to Venue Hosting Agreement with World Triathlon Corporation, LLC

ATTACHMENT 1

AMENDMENT NO. 4 TO HOST VENUE AGREEMENT WITH WORLD TRIATHLON CORPORATION

This Amendment No. 4 ("**Amendment No. 4**") to Host Venue Agreement is made and entered into as of the 22nd day of October, 2021 (the "**Amendment No. 4 Effective Date**") by and among the CITY OF LA QUINTA ("**City**"), a California municipal corporation, the CITY OF INDIAN WELLS ("**IW**"), a California municipal corporation, and WORLD TRIATHLON CORPORATION ("**WTC**"), a Florida Corporation.

RECITALS

WHEREAS, on or about December 19, 2017, the Cities of La Quinta, and Indian Wells, and WTC (collectively referred to as the "**Parties**" from hereto) entered into that certain Host Venue Agreement ("**Original Agreement**") to authorize WTC to prepare and conduct an IRONMAN 70.3 Indian Wells – La Quinta triathlon ("**Event**") each year of the Original Agreement; and

WHEREAS, Amendment No. 1, entered into on or about May 20, 2019, amended Section 1(d)(ii) to change the race date for the 2019 Event from December 15, 2019 to December 8, 2019; and

WHEREAS, Amendment No. 2, entered into on or about December 19, 2019, amended Section 1(d)(iii) to change the race date for the 2020 Event from December 13, 2020 to December 6, 2020; and

WHEREAS, Amendment No. 3, entered into on or about December 9, 2020, amended Section 1(d)(iii) to change the race date for the 2020 Event from December 6, 2020 to December 5, 2021 due to the novel coronavirus pandemic and extend the Term for one additional year thirty (30) days after the 2021 Event. The Original Agreement, and Amendment Nos. 1, 2, and 3, are collectively referred to as the "**Agreement.**" The Term of the Agreement currently expires January 4, 2022; and

WHEREAS, the Parties mutually agree to extend the Term of the Agreement for two additional years from thirty (30) days after the 2021 Event to thirty (30) days after the 2023 Event pursuant to Section 2 of Agreement; and

NOW THEREFORE, in consideration of the foregoing Recitals and mutual covenant herein contained, the Parties agree as follows:

AMENDMENT

1. **Section 2** of the Agreement is hereby deleted in its entirety and replaced with the following:

Term of Agreement. This Agreement is effective beginning on the Effective Date and will continue in effect until the date that is thirty (30) days after the 2023 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term").

2. **Sections 1(d)(iv) and 1(d)(v)** are hereby added to the Agreement and read as follows:

Section 1(d)(iv). Sunday, December 4, 2022

Section 1(d)(v). Sunday, December 3, 2023

3. **Section 3(a)** of the Agreement is hereby amended to include the following sentence:

With respect to the Events taking place in 2022 and 2023, the Annual Payment amounts paid to WTC by the Hosts shall remain the same as compared to previous Race Years and such Annual Payments for the 2022 and 2023 Events shall be paid to WTC by September 30th of each such Race Year.

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

[Signature pages directly follow this page]

IN WITNESS WHEREOF, the Cities of La Quinta, and Indian Wells, and WTC have executed this Amendment No. 4 to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA a California municipal corporation

JON MCMILLEN, City Manager
City of La Quinta, California

Dated:_____

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

CITY OF INDIAN WELLS a California municipal corporation

CHRISTOPHER J. FREELAND, City Manager
City of Indian Wells, California

Dated: _____

ATTEST:

ANNA GRANDYS, City Clerk
City of Indian Wells, California

APPROVED AS TO FORM:

JEFF BALLINGER, City Attorney
City of Indian Wells, California

WORLD TRIATHLON CORPORATION



ANDREW MESSICK,
President & CEO

Dated: October 22, 2021

City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED OCTOBER 15 AND 22, 2021

RECOMMENDATION

Approve demand registers dated October 15 and 22, 2021.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$ 6,790,191.51
Successor Agency of RDA	
Housing Authority	\$ 13,701.79
	<u>\$ 6,803,893.30</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for October 15 and 22, 2021.

Warrants Issued:

206066-206130	\$ 294,894.05
206131-206200	\$ 1,965,732.31
Wire Transfers	\$ 4,294,565.67
Payroll Tax Transfers	\$ 45,293.63
Payroll Check # 37615	\$ 92.35
Payroll Direct Deposit	\$ 203,315.29
	<u>\$ 6,803,893.30</u>

The most significant expenditures on the demand registers are:

Vendor	Account Name	Amount	Purpose
Riverside County Sheriff	Various	\$ 1,238,552.28	Police Service/Motor Fuel Chargers
Spohn Ranch Inc	Construction	\$ 273,664.30	X-Park Construction
Universal Concrete Construction	Construction	\$ 111,637.63	Eisenhower Basin Fence & Drainage Improvements
R Dependable Construction	Construction	\$ 66,262.50	Fire Station 70 Revitalization
Convergint Technologies	Retention Payable	\$ 59,442.03	Retention Payment

Wire Transfers: Nine transfers totaled \$4,294,566. Of this amount, \$4,000,000 was to The Bank of New York Mellon for investment purchases, and \$249,374 was to Landmark. (See Attachment 2 for a complete listing).

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

Transaction	Issuer	Type	Par Value	Settle Date	Coupon Rate
Purchase	Federal Home Loan Bank	Agency	\$ 1,000,000	10/13/21	0.950%
Purchase	Federal Farm Credit Bank	Agency	\$ 500,000	10/22/21	0.170%
Purchase	United States Government	Treasury	\$ 500,000	10/22/21	0.125%
Purchase	United States Government	Treasury	\$ 1,000,000	10/22/21	0.125%

Prepared by: Jesse Batres, Account Technician

Approved by: Rosemary Hallick, Financial Services Analyst

- Attachments:
1. Demand Registers
 2. Wire Transfers



City of La Quinta

Packet: APPKT02942 - 10/15/2021 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
TIME WARNER CABLE	206124	09/29-10/28/21 - FS #32 INTERNET (6491)	Cable/Internet - Utilities	101-2002-61400	99.99
PALMS TO PINES PRINTING	206109	10/01/21 - FINANCE WINDOW ENVELOPES	Printing	101-3007-60410	2,407.95
WLKK PROPERTIES, LLC	206129	09/22/21 - CITATION DISMISSAL LQ200033	Administrative Citations	101-0000-42700	3,100.00
PALMS TO PINES PRINTING	206109	10/08/21 - BREW IN LQ PROMO ITEMS	Marketing & Tourism Promoti...	101-3007-60461	272.69
VIK, STAN	206127	09/23/21 - CITATION DISMISSAL LQ20000...	Administrative Citations	101-0000-42700	1,000.00
HAYES, WILLIAM	206092	09/29/21 - FITNESS MEMBERSHIP REFUND	Wellness Center Memberships	101-0000-42218	75.00
PENA, JOHN	206110	09/22-09/24/2021 - TRAVEL EXPENSE REI...	Travel & Training	101-1001-60320	252.71
DESERT ARC	206082	FY 2021/22 COMMUNITY SERVICES GRANT	Grants & Economic Developm...	101-3001-60510	5,000.00
ASSISTANCE LEAGUE OF	206074	FY 2021/22 COMMUNITY SERVICES GRAN...	Grants & Economic Developm...	101-3001-60510	1,500.00
FAMILY YMCA OF THE DESERT	206088	FY 2021/22 COMMUNITY SERVICES GRANT	Grants & Economic Developm...	101-3001-60510	5,000.00
GALILEE CENTER, INC	206090	FY 2021/22 COMMUNITY SERVICES GRANT	Grants & Economic Developm...	101-3001-60510	1,500.00
ALZHEIMER'S ASSOCIATION, C...	206071	FY 2021/22 COMMUNITY SERVICES GRANT	Grants & Economic Developm...	101-3001-60510	5,000.00
SOROPTIMIST HOUSE OF HOPE...	206116	FY 2021/22 COMMUNITY SERVICES GRANT	Grants & Economic Developm...	101-3001-60510	500.00
ACADEMY OF MUSICAL PERFO...	206066	FY 2021/22 COMMUNITY SERVICES GRAN...	Grants & Economic Developm...	101-3001-60510	2,500.00
SOUTHLAND APLIANCE SERVICE	206118	10/07/21 - FS #32 REFRIGERATOR REPAIRS	Maintenance/Services	101-2002-60691	825.00
SOUTHLAND APLIANCE SERVICE	206118	10/07/21 - FS #32 DISHWASHER DOOR GA...	Maintenance/Services	101-2002-60691	189.00
ANTHEM BLUE CROSS	206072	09/2021 - ARPA COBRA SUBSIDY COVERA...	Medical Insurance	101-1005-50221	1,056.79
INTERWEST CONSULTING GR...	206098	08/2021 - ONCALL BLDG PLAN REVIEW & ...	Plan Checks	101-6003-60118	7,843.75
GARDAWORLD	206091	10/2021 - ARMORED SERVICES	Professional Services	101-1006-60103	238.08
EISENHOWER OCCUPATIONAL...	206086	08/31/21 - HEP B TITRE PRE-VACCINE	Consultants/Employee Services	101-1004-60104	70.00
HR GREEN PACIFIC INC	206095	09/2021 - ON CALL PLAN REVIEW	Plan Checks	101-6003-60118	325.00
CALIFORNIA BUILDING OFFICI...	206077	09/10/21 - STAFF TRAINING	Travel & Training	101-6003-60320	1,560.00
TPX COMMUNICATIONS	206125	09/23-10/22/21 - EOC PHONE LINE SVC	Telephone - Utilities	101-2002-61300	1,698.77
HILDEBRAD, TAMARA	206093	10/14/21 - GYM MEMBERSHIP REFUND	Wellness Center Memberships	101-0000-42218	75.00
ARK CONNECTS LLC	206073	11/2021 - CREATIVE RETAINER	Marketing & Tourism Promoti...	101-3007-60461	4,000.00
THE CHAMBER	206123	9/13/21 - ALL VALLEY MAYOR & TRIBAL C...	Advertising	101-3007-60450	850.00
PREMIER MEDIA GROUP	206111	10/2021 - PRINT MEDIA	Marketing & Tourism Promoti...	101-3007-60461	1,500.00
OFFICE DEPOT	206105	10/07/21 - CITY WIDE COPY PAPER	Forms, Copier Paper	101-1007-60402	182.22
DESERT CONCEPTS CONSTRUC...	206083	10/06/21 - WELDING OF A GATE STREET	Maintenance/Services	101-3005-60691	2,400.00
DESERT CONCEPTS CONSTRUC...	206083	10/08/21 - REMOVAL OF BURNED PLAYG...	Maintenance/Services	101-3005-60691	4,880.00
SOLAR TRAFFIC CONTROLS LLC	206115	09/13/21 - ADVANCED WARING BEACON ...	Sales Taxes Payable	101-0000-20304	-346.50
DESERT STEEL SUPPLY	206085	09/28/21 - STEEL TUBING	Materials/Supplies	101-3008-60431	471.33
ON THE FLY TREE & PLANT HE...	206107	09/30/21 - FIRE ANT ERADICATION PIONE...	Maintenance/Services	101-3005-60691	150.00
STAPLES ADVANTAGE	206120	10/02/21 - OPERATING SUPPLES	Operating Supplies	101-7003-60420	472.77
STAPLES ADVANTAGE	206120	10/04/21 - CITY WIDE PAPER - WC	Forms, Copier Paper	101-1007-60402	140.25
AIR & HOSE SOURCE, INC.	206068	09/17/21 - SWIVEL HOSE END	Materials/Supplies	101-3005-60431	21.31
LOCALE MAGAZINE	206102	01/2022 - DIGITAL & PRINT ADS	Marketing & Tourism Promoti...	101-3007-60461	10,000.00
CALIFORNIA TRAVEL ASSOCIAT...	206078	02/1/21-01/31/22 - SILVER MEMBERSHIP ...	Membership Dues	101-3007-60351	3,910.00
ROBERT HALF TECHNOLOGY	206113	09/03/21 - TEMP AGENCY SVCS G.HU	Temporary Agency Services	101-6002-60125	1,332.00
ROBERT HALF TECHNOLOGY	206113	09/10/21 - TEMP AGENCY SERVICES G.HU	Temporary Agency Services	101-6002-60125	1,065.60
ROBERT HALF TECHNOLOGY	206113	09/17/21 - TEMP AGENCY SERVICES G.HU	Temporary Agency Services	101-6002-60125	1,332.00
ROBERT HALF TECHNOLOGY	206113	09/24/21 - TEMP AGENCY SERVICES G.HU	Temporary Agency Services	101-6002-60125	1,332.00
ROBERT HALF TECHNOLOGY	206113	10/04/21 - TEMP AGENCY SERVICES M.G...	Temporary Agency Services	101-6006-60125	1,155.84
ROBERT HALF TECHNOLOGY	206113	10/01/21 - TEMP AGENCY SERVICES G.HU	Temporary Agency Services	101-6002-60125	1,332.00
OFFICE TEAM	206106	10/01/21 - TEMP AGENCY SERVICES T.SU...	Temporary Agency Services	101-6006-60125	571.15
ESGIL CORPORATION	206087	08/2021 - ONCALL PLAN REVIEW	Plan Checks	101-6003-60118	2,550.00
JNS MEDIA SPECIALISTS	206099	09/2021 INVOICES & 10/2021 RETAINER	Marketing & Tourism Promoti...	101-3007-60461	9,905.37
DESERT PUBLICATIONS INC	206084	09/2021 - PRINT ADS	Marketing & Tourism Promoti...	101-3007-60461	4,770.00
ALARM MONITORING SERVICE...	206069	10/01-12/31/21 - ALARM MONITORING S...	Security & Alarm	101-3008-60123	660.00
ALARM MONITORING SERVICE...	206069	10/01-12/31/21 - FIRE ALARM MONITORI...	Fire Station	101-2002-60670	510.00
ALARM MONITORING SERVICE...	206069	10/01-12/31/21 - FIRE ALARM MONITORI...	Security & Alarm	101-3008-60123	510.00
PACIFIC WEST AIR CONDITION...	206108	09/03/21 & 09/08/21 - CH HVAC REPAIRS	HVAC	101-3008-60667	1,477.13
PACIFIC WEST AIR CONDITION...	206108	10/01/21 - CH WATER TREATMENT	HVAC	101-3008-60667	125.00

Demand Register

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
SUNLINE TRANSIT AGENCY	206121	09/2021 - SUNLINE BUS PASSES	Due to SunLine	101-0000-20305	228.00
SUNLINE TRANSIT AGENCY	206121	09/2021 - SUNLINE BUS PASSES	Miscellaneous Revenue	101-0000-42301	-11.75
TERRABOUND SOLUTIONS, INC	206122	07/29/21 - 8 PARK BENCHES SALES TAXES	Sales Taxes Payable	101-0000-20304	-516.60
OCEAN SPRINGS TECH INC	206104	09/2021 - FB CAT 5000 COMPUTER MONI...	Fritz Burns Pool Maintenance	101-3005-60184	350.97
OCEAN SPRINGS TECH INC	206104	08/28/21 & 09/04/21 - FB DECK/FLOOR C...	Fritz Burns Pool Maintenance	101-3005-60184	400.00
OCEAN SPRINGS TECH INC	206104	09/11/21 & 09/18/21 - FB DECK/FLOOR C...	Fritz Burns Pool Maintenance	101-3005-60184	400.00
OCEAN SPRINGS TECH INC	206104	10/2021 - FB CAT 5000 COMPUTERS MON...	Fritz Burns Pool Maintenance	101-3005-60184	240.00
OCEAN SPRINGS TECH INC	206104	10/2021 - FB POOL MONTHLY MAINTENA...	Fritz Burns Pool Maintenance	101-3005-60184	5,103.00
OCEAN SPRINGS TECH INC	206104	09/21/21 - POOL RETURN LINE REPAIR	Fritz Burns Pool Maintenance	101-3005-60184	299.60
OCEAN SPRINGS TECH INC	206104	09/25/21 & 10/02/21 - FB DECK/FLOOR C...	Fritz Burns Pool Maintenance	101-3005-60184	400.00
SOUND CRETE CONTRACTORS ...	206117	09/30/21 - BUS LIC OVERPAYMENT REFU...	Over Payments, AR Policy	101-0000-20330	20.00
ALONZO, EMILY	206070	10/7/21 - HOME OCCUPATION APP FEE RE...	Over Payments, AR Policy	101-0000-20330	105.00
WALTERS WHOLESALE ELECTR...	206128	09/29/21 - FANLIGHTS (20)	Materials/Supplies	101-3005-60431	653.59
WALTERS WHOLESALE ELECTR...	206128	10/02/21 - FANLIGHTS (20)	Materials/Supplies	101-3005-60431	653.59
BANK OF THE WEST	206075	09/15/21 - RECRUITMENT JOB POSTING	Recruiting/Pre-Employment	101-1004-60129	125.00
BANK OF THE WEST	206075	09/15/21 - RECRUITMENT JOB POSTING	Recruiting/Pre-Employment	101-1004-60129	325.00
BANK OF THE WEST	206075	09//14/21 - RECRUITMENT JOB POSTING	Recruiting/Pre-Employment	101-1004-60129	250.00
BANK OF THE WEST	206075	09/29/21 - PASTRIES FOR ALL HANDS MEE...	Employee Recognition Events	101-1004-60340	202.80
BANK OF THE WEST	206075	09/29/21 - FRAUD TRANSACTION ADOBE ...	Administration	101-1006-60102	239.88
BANK OF THE WEST	206075	09/10/21 - REFUND FOR DISASTER PREP S...	Disaster Prep Supplies	101-2002-60406	-32.63
BANK OF THE WEST	206075	09/09/21 - FACE MASK FOR WC	Operating Supplies	101-3002-60420	369.71
BANK OF THE WEST	206075	09/01/21 - BOUQUET & BOW FOR 9/11 E...	Community Experiences	101-3003-60149	165.92
BANK OF THE WEST	206075	09/07/21 - 250 LED CANDLES FOR 9/11 EV...	Community Experiences	101-3003-60149	456.62
BANK OF THE WEST	206075	09/09/21 - FLAGS FOR 9/11 EVENT	Community Experiences	101-3003-60149	120.25
BANK OF THE WEST	206075	08/31/21 - IMSA TRAINING MANUALS A.C...	Travel & Training	101-7006-60320	241.06
BANK OF THE WEST	206075	09/20/21 - TRAINING COURSES E.HERNA...	Travel & Training	101-7006-60320	795.00
BANK OF THE WEST	206075	09/20/21 - FS #93 ICE MACHINE REPAIRS	Maintenance/Services	101-2002-60691	3,865.00
BANK OF THE WEST	206075	09/01/21 - HYDRATION SUPPLIES	Materials/Supplies	101-3008-60431	26.96
BANK OF THE WEST	206075	09/29/21 - MATERIALS	Materials/Supplies	101-3008-60431	129.45
BANK OF THE WEST	206075	09/15/21 - B&C HANDBOOK SUPPLIES	Office Supplies	101-1005-60400	39.94
BANK OF THE WEST	206075	09/07/21 - USB EXTENSION CABLE	Operating Supplies	101-1005-60420	12.83
BANK OF THE WEST	206075	09/15/21 - BOTW CD HOLDER	Office Supplies	101-1006-60400	17.39
BANK OF THE WEST	206075	09/10/21 - PENS	Office Supplies	101-1006-60400	25.43
BANK OF THE WEST	206075	09/23/21 - BREAKROOM SUPPLIES	Citywide Supplies	101-1007-60403	17.45
BANK OF THE WEST	206075	09/13/21 - COFFEE POD STORAGE RETURN	Citywide Supplies	101-1007-60403	-18.43
BANK OF THE WEST	206075	09/10/21 - BREAKROOM SUPPLIES	Citywide Supplies	101-1007-60403	36.91
BANK OF THE WEST	206075	08/30/21 - WALLMOUNT CABINET	Fire Station	101-2002-60670	321.36
BANK OF THE WEST	206075	09/2021 - MAILCHIMP	Membership Dues	101-3007-60351	100.00
BANK OF THE WEST	206075	08/30/21 - RIBBON ROLLS (2) FOR 9/11 EV...	Operating Supplies	101-3007-60420	21.70
BANK OF THE WEST	206075	08/31/21 - MARKETING OFFICE SUPPLIES	Operating Supplies	101-3007-60420	38.04
BANK OF THE WEST	206075	09/22/21 - ICLLOUD STORAGE K.CAMARENA	Marketing & Tourism Promoti...	101-3007-60461	0.99
BANK OF THE WEST	206075	08/31/21 - FB BOOSTED ADS	Marketing & Tourism Promoti...	101-3007-60461	38.78
BANK OF THE WEST	206075	09/2021 - MEDIA BOOST	Marketing & Tourism Promoti...	101-3007-60461	150.65
BANK OF THE WEST	206075	08/31/21 - FB BOOSTED ADS	Marketing & Tourism Promoti...	101-3007-60461	227.36
BANK OF THE WEST	206075	09/2021 - APPLE MUSIC M.GRAHAM	Marketing & Tourism Promoti...	101-3007-60461	14.99
BANK OF THE WEST	206075	09/14/21 - ASPHALT LEVEL VIAL	Operating Supplies	101-7006-60420	512.88
BANK OF THE WEST	206075	09/07/21 - DRINKING FOUNTAIN ADJUST...	Materials/Supplies	101-3005-60431	1,092.02
BANK OF THE WEST	206075	09/29/21 - COFFEE FOR ALL HANDS MEET...	Employee Recognition Events	101-1004-60340	71.78
BANK OF THE WEST	206075	09/28/21 - DRINKS/SUPPLIES FOR ALL HA...	Employee Recognition Events	101-1004-60340	47.41
BANK OF THE WEST	206075	09/14/21 - WATE BOTTLES FOR CONCERT ...	Community Experiences	101-3003-60149	10.38
BANK OF THE WEST	206075	09/09/21 - WATER BOTTLES FOR 9/11 EV...	Community Experiences	101-3003-60149	35.97
BANK OF THE WEST	206075	09/12/21 - COUNCIL MEETING SNACKS	Travel & Training	101-1001-60320	65.21
BANK OF THE WEST	206075	9/14/21 - LEAGUE'S ANNUAL MEETING FL...	Travel & Training	101-1001-60320	432.96
BANK OF THE WEST	206075	09/21/21 - COUNCIL MEETING DINNER	Travel & Training	101-1001-60320	135.50
BANK OF THE WEST	206075	09/22/21 - LEAGUE'S ANNUAL MEETING ...	Travel & Training	101-1001-60320	476.50
BANK OF THE WEST	206075	09/28/21 - COUNCIL MEETING DINNER	Travel & Training	101-1001-60320	148.77
BANK OF THE WEST	206075	09/15/21 - TRAINING LUNCH	Travel & Training	101-7003-60320	152.35
BANK OF THE WEST	206075	09/08/21 - HYDRATION SUPPLIES	Operating Supplies	101-7003-60420	129.52
BANK OF THE WEST	206075	09/02/21 - CCAC WORKSHOP N.FUENTES	Travel & Training	101-1005-60320	25.00

Demand Register

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
CLEARSOURCE FINANCIAL CO...	206080	09/29/21 - MASTER FEE SCHEDULE UPDA...	Professional Services	101-1005-60103	4,200.00
Fund 101 - GENERAL FUND Total:					123,536.26
Fund: 201 - GAS TAX FUND					
QUINN COMPANY	206112	09/15-09/16/21 - COMPACTION WHEEL R...	Equipment Rental	201-7003-61701	118.68
Fund 201 - GAS TAX FUND Total:					118.68
Fund: 202 - LIBRARY & MUSEUM FUND					
ALARM MONITORING SERVICE...	206069	10/01-12/31/21 - ALARM MONITORING S...	Security & Alarm	202-3004-60123	165.00
ALARM MONITORING SERVICE...	206069	10/01-12/31/21 - ALARM MONITORING S...	Security & Alarm	202-3006-60123	165.00
ALARM MONITORING SERVICE...	206069	10/01-12/31/21 - FIRE ALARM MONITORI...	Security & Alarm	202-3004-60123	255.00
ALARM MONITORING SERVICE...	206069	10/01-12/31/21 - FIRE ALARM MONITORI...	Security & Alarm	202-3006-60123	255.00
ALARM MONITORING SERVICE...	206069	10/01-12/31/21 - LUMBER YARD MONITO...	Security & Alarm	202-3006-60123	165.00
PACIFIC WEST AIR CONDITION...	206108	10/01/21 - LIBRARY WATER TREATMENT	HVAC	202-3004-60667	125.00
Fund 202 - LIBRARY & MUSEUM FUND Total:					1,130.00
Fund: 215 - LIGHTING & LANDSCAPING FUND					
LANDMARK GOLF MANAGEM...	206101	09/2021 - SRR PERIMETER LS MAINT	SilverRock Way Landscape	215-7004-60143	5,478.00
TRI-STATE MATERIALS INC	206126	08/03/21 - DG LANDSCAPE	Materials/Supplies	215-7004-60431	1,577.09
BANK OF THE WEST	206075	8/14/21- MANUAL ON UNIFORM TRAFFIC ...	Travel & Training	215-7004-60320	65.12
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					7,120.21
Fund: 223 - MEASURE A FUND					
ST. FRANCIS ELECTRIC, LLC	206119	08/31/21 - SIGNAL KNOCKDOWN CROSS...	Signal Knockdowns, Contingen...	223-0000-60510	3,519.55
ST. FRANCIS ELECTRIC, LLC	206119	08/31/21 - CROSSTOWN ELECTRIC DAMA...	Signal Knockdowns, Contingen...	223-0000-60510	1,440.00
ST. FRANCIS ELECTRIC, LLC	206119	08/31/21 - SIGNAL KNOCKDOWN JEFFERS...	Signal Knockdowns, Contingen...	223-0000-60510	5,802.81
Fund 223 - MEASURE A FUND Total:					10,762.36
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
JTB SUPPLY CO., INC.	206100	10/07/21 - BBS REPLACEMENT BATTERIES	Construction	401-0000-60188	10,231.20
MICHAEL BAKER INTERNATIO...	206103	05/2021-07/2021 SRR PHASE 2 INFRASTR...	Design	401-0000-60185	2,755.00
SOLAR TRAFFIC CONTROLS LLC	206115	09/13/21 - ADVANCED WARING BEACON ...	Construction	401-0000-60188	5,776.50
CONVERGINT TECHNOLOGIES ...	206081	08/16/21 - 2020-03 RETENTION PAYMENT	Retention Payable	401-0000-20600	59,442.03
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					78,204.73
Fund: 501 - FACILITY & FLEET REPLACEMENT					
HWY 111 LA QUINTA CAR WA...	206096	09/2021 - CARWASH SERVICE	Vehicle Repair & Maintenance	501-0000-60676	18.00
HWY COLLISION CENTER	206097	09/27/21 - TRUCK # 28 REPAIRS DUE TO A...	Vehicle Repair & Maintenance	501-0000-60676	9,548.83
S&D CARWASH MANAGEMENT..	206114	09/2021 - CAR WASH MEMBERSHIP	Vehicle Repair & Maintenance	501-0000-60676	739.63
FUELMAN	206089	09/2021 - FUEL CHARGES	Fuel & Oil	501-0000-60674	815.60
BANK OF THE WEST	206075	09/24/21 - PATIO FURNITURE	Furniture	501-0000-71020	4,871.80
BANK OF THE WEST	206075	09/22/21 - REFUND FOR PATIO FURNITURE	Furniture	501-0000-71020	-1,759.56
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					14,234.30
Fund: 502 - INFORMATION TECHNOLOGY					
HOSTEK	206094	10/24/21-10/23/22 - GOLF TOUR WEBSITE...	Software Licenses	502-0000-60301	81.48
TPX COMMUNICATIONS	206125	09/23-10/22/21 - PHONE LINE SVC	Telephone - Utilities	502-0000-61300	3,193.52
ACORN TECHNOLOGY SERVICES	206067	08/2021 - TRAFFIC SERVER MAINTENANCE	Public Works, Software Enhan...	502-0000-71048	600.00
ACORN TECHNOLOGY SERVICES	206067	10/2021 - IT SERVICES	Consultants	502-0000-60104	25,820.00
ACORN TECHNOLOGY SERVICES	206067	09/2021 - SUPPORT FOR SAFETY CAMERA ...	Consultants	502-0000-60104	4,500.00
ACORN TECHNOLOGY SERVICES	206067	10/2021 - TRAFFIC SERVER MAINTENANCE	Public Works, Software Enhan...	502-0000-71048	600.00
CDW GOVERNMENT INC	206079	09/12-09/28/21 - LAQHOST 1/2/3	Software Licenses	502-0000-60301	6,046.38
ZOOM VIDEO COMMUNICATI...	206130	10/22/21-10/22/22 - ZOOM VIDEO COM...	Software Licenses	502-0000-60301	10,796.30
BANK OF THE WEST	206075	09/07/21 - ADOBE HOMEBASE J.DELGADO	Software Licenses	502-0000-60301	14.99
BANK OF THE WEST	206075	08/27/21 - UBIQ SOFTWARE M.GONZALEZ	D & D, Software Enhancements	502-0000-71042	60.48
BANK OF THE WEST	206075	09/2021 - ICLOUD STORAGE M.GRAHAM	Software Licenses	502-0000-60301	0.99
BANK OF THE WEST	206075	08/31/21 - DOCKING STATION J.GRIFFIN	Operating Supplies	502-0000-60420	67.41
BANK OF THE WEST	206075	09/23/21 - IPHONE CHARGER CABLES (15)	Operating Supplies	502-0000-60420	138.45
BANK OF THE WEST	206075	09/07/21 - DOCKING STATION	Operating Supplies	502-0000-60420	397.95
BANK OF THE WEST	206075	09/21/21 - APPLE MAGIC TRACKPAD C.CA...	Operating Supplies	502-0000-60420	140.23
BANK OF THE WEST	206075	09/02/21 - IT SUPPLIES	Operating Supplies	502-0000-60420	358.73
Fund 502 - INFORMATION TECHNOLOGY Total:					52,816.91

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 503 - PARK EQUIP & FACILITY FUND					
TERRABOUND SOLUTIONS, INC	206122	07/29/21 - 8 PARK BENCHES	Parks	503-0000-71060	6,970.60
				Fund 503 - PARK EQUIP & FACILITY FUND Total:	6,970.60
				Grand Total:	294,894.05

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	123,536.26
201 - GAS TAX FUND	118.68
202 - LIBRARY & MUSEUM FUND	1,130.00
215 - LIGHTING & LANDSCAPING FUND	7,120.21
223 - MEASURE A FUND	10,762.36
401 - CAPITAL IMPROVEMENT PROGRAMS	78,204.73
501 - FACILITY & FLEET REPLACEMENT	14,234.30
502 - INFORMATION TECHNOLOGY	52,816.91
503 - PARK EQUIP & FACILITY FUND	6,970.60
Grand Total:	294,894.05

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	-863.10
101-0000-20305	Due to SunLine	228.00
101-0000-20330	Over Payments, AR Policy	125.00
101-0000-42218	Wellness Center Member...	150.00
101-0000-42301	Miscellaneous Revenue	-11.75
101-0000-42700	Administrative Citations	4,100.00
101-1001-60320	Travel & Training	1,511.65
101-1004-60104	Consultants/Employee Se...	70.00
101-1004-60129	Recruiting/Pre-Employe...	700.00
101-1004-60340	Employee Recognition Ev...	321.99
101-1005-50221	Medical Insurance	1,056.79
101-1005-60103	Professional Services	4,200.00
101-1005-60320	Travel & Training	25.00
101-1005-60400	Office Supplies	39.94
101-1005-60420	Operating Supplies	12.83
101-1006-60102	Administration	239.88
101-1006-60103	Professional Services	238.08
101-1006-60400	Office Supplies	42.82
101-1007-60402	Forms, Copier Paper	322.47
101-1007-60403	Citywide Supplies	35.93
101-2002-60406	Disaster Prep Supplies	-32.63
101-2002-60670	Fire Station	831.36
101-2002-60691	Maintenance/Services	4,879.00
101-2002-61300	Telephone - Utilities	1,698.77
101-2002-61400	Cable/Internet - Utilities	99.99
101-3001-60510	Grants & Economic Devel...	21,000.00
101-3002-60420	Operating Supplies	369.71
101-3003-60149	Community Experiences	789.14
101-3005-60184	Fritz Burns Pool Maintena...	7,193.57
101-3005-60431	Materials/Supplies	2,420.51
101-3005-60691	Maintenance/Services	7,430.00
101-3007-60351	Membership Dues	4,010.00
101-3007-60410	Printing	2,407.95
101-3007-60420	Operating Supplies	59.74
101-3007-60450	Advertising	850.00
101-3007-60461	Marketing & Tourism Pro...	30,880.83
101-3008-60123	Security & Alarm	1,170.00
101-3008-60431	Materials/Supplies	627.74
101-3008-60667	HVAC	1,602.13
101-6002-60125	Temporary Agency Servic...	6,393.60
101-6003-60118	Plan Checks	10,718.75
101-6003-60320	Travel & Training	1,560.00
101-6006-60125	Temporary Agency Servic...	1,726.99
101-7003-60320	Travel & Training	152.35
101-7003-60420	Operating Supplies	602.29
101-7006-60320	Travel & Training	1,036.06

Account Summary

Account Number	Account Name	Expense Amount
101-7006-60420	Operating Supplies	512.88
201-7003-61701	Equipment Rental	118.68
202-3004-60123	Security & Alarm	420.00
202-3004-60667	HVAC	125.00
202-3006-60123	Security & Alarm	585.00
215-7004-60143	SilverRock Way Landscape	5,478.00
215-7004-60320	Travel & Training	65.12
215-7004-60431	Materials/Supplies	1,577.09
223-0000-60510	Signal Knockdowns, Conti...	10,762.36
401-0000-20600	Retention Payable	59,442.03
401-0000-60185	Design	2,755.00
401-0000-60188	Construction	16,007.70
501-0000-60674	Fuel & Oil	815.60
501-0000-60676	Vehicle Repair & Mainte...	10,306.46
501-0000-71020	Furniture	3,112.24
502-0000-60104	Consultants	30,320.00
502-0000-60301	Software Licenses	16,940.14
502-0000-60420	Operating Supplies	1,102.77
502-0000-61300	Telephone - Utilities	3,193.52
502-0000-71042	D & D, Software Enhance...	60.48
502-0000-71048	Public Works, Software E...	1,200.00
503-0000-71060	Parks	6,970.60
	Grand Total:	294,894.05

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	213,620.21
141513D	Design Expense	SilverRock Way Infra/Street Impro	2,755.00
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	1,577.09
202003RP	Retention Payable	Citywide Public Safety Camera Syst	59,442.03
2122TMICT	Construction Expense	FY21/22 Traffic Maintenance Impr	16,007.70
9/11E	September 11 Vigil Expense	September 11 Vigil	800.46
BREWE	Brew in LQ Expense	Brew in La Quinta	272.69
CORONANR	Corona Non Reimbursable	Corona Virus Emergency Response	408.49
EARTHE	Live From Earth Expenses	Live From Earth SRR Concert	10.38
	Grand Total:		294,894.05

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City of La Quinta

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
UNITED WAY OF THE DESERT	206194	CONTRIBUTION	United Way Deductions	101-0000-20981	42.00
TIME WARNER CABLE	206189	10/05-11/04/21 - FS #32 INTERNET (1841)	Cable/Internet - Utilities	101-2002-61400	10.56
TIME WARNER CABLE	206189	10/03-11/02/21 - FS #93 INTERNET (3514)	Cable/Internet - Utilities	101-2002-61400	99.99
111 NOTARY SERVICES	206131	09/17-09/24/21 - PRE EMPLOYMENT FING...	Recruiting/Pre-Employment	101-1004-60129	188.00
PALMS TO PINES PRINTING	206175	10/14/21 - LED LIGHT UP FOAM STICKS (5...	Community Experiences	101-3003-60149	1,762.37
JOHN GLENN MIDDLE SCHOOL	206166	FY 2021/22 COMMUNITY SERVICES GRANT	Grants & Economic Developm...	101-3001-60510	500.00
ANAYA, JULIO C.	206134	10/13/21 - ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reimb...	101-1004-50252	200.00
PALMS TO PINES PRINTING	206175	10/13/21 - FLEECE JACKET	Marketing & Tourism Promoti...	101-3007-60461	43.27
FUSON, JACOB	206156	10/10/21 -WORK BOOT REIMBURSEMENT ...	Uniforms	101-6003-60690	195.74
SILVERROCK RESORT	206184	07/01-09/30/21 - 3RD QUARTER SALES A...	Sales Taxes Payable	101-0000-20304	538.00
EISENHOWER OCCUPATIONAL...	206149	09/2021 - PRE EMP PHYSICALS	Recruiting/Pre-Employment	101-1004-60129	475.00
DATA TICKET, INC.	206142	08/2021 - POLICE CITATION PROCESSING	Administrative Citation Services	101-6004-60111	350.21
DATA TICKET, INC.	206142	08/2021 - CODE CITATION PROCESSING	Administrative Citation Services	101-6004-60111	825.50
JOE A GONSALVES & SON	206165	11/2021 - LOBBYIST SERVICES	Contract Services - Administrat...	101-1002-60101	3,500.00
CORTEZ, ELISABETH	206140	09/10/21 - YOGA CLASS	Instructors	101-3002-60107	294.00
WILLIAMS, BILLEE	206199	09/10/21 - PILATES CLASS	Instructors	101-3002-60107	168.00
SHIRY, TERESA	206183	09/10/21 - LINE DANCING CLASS	Instructors	101-3002-60107	196.00
HEWET, ATSUKO YAMANE	206161	09/10/21 - TAI CHI YANG CLASS	Instructors	101-3002-60107	235.20
ROCKET TENNIS ACADEMY	206181	09/10/21 - TENNIS CLASS	Instructors	101-3002-60107	384.00
ROCKET TENNIS ACADEMY	206181	09/10/21 - TENNIS CLASS	Instructors	101-3002-60107	256.00
ROCKET TENNIS ACADEMY	206181	09/10/21 - TENNIS CLASS	Instructors	101-3002-60107	384.00
HEWET, ATSUKO YAMANE	206161	09/10/21 - TAI CHI YANG DI CLASSES	Instructors	101-3002-60107	22.40
SHIRY, TERESA	206183	09/10/21 - LINE DANCING CLASSES	Instructors	101-3002-60107	49.00
CORTEZ, ELISABETH	206140	09/10/21 - YOGA CLASSES	Instructors	101-3002-60107	75.60
JOHNSON, KAREN T. PAYNE	206167	09/10/21 - STRETCH & RESTORE CLASSES	Instructors	101-3002-60107	75.00
JOHNSON, KAREN T. PAYNE	206167	09/10/21 - SCULPT FIT CORE CLASSES	Instructors	101-3002-60107	90.00
IRC CORPORATION	206164	09/01-10/01/21 - PRE EMP BACKGROUND	Recruiting/Pre-Employment	101-1004-60129	189.40
OFFICE DEPOT	206174	10/06/21 - FINANCE OFFICE SUPPLIES	Office Supplies	101-1006-60400	18.43
OFFICE DEPOT	206174	10/06/21 - CITY WIDE SUPPLIES	Citywide Supplies	101-1007-60403	33.40
DUNN-EDWARDS CORPORATI...	206147	10/07/21 - EPOXY FOR BREAKROOM PATI...	Materials/Supplies	101-3008-60431	311.57
DESERT CONCEPTS CONSTRUC...	206144	10/08/21 - PICKLEBALL COURT LIGHT REPA...	Maintenance/Services	101-3005-60691	1,200.00
MODERN LUXURY	206172	10/2021-11/2021 - SILICON VALLEY PRINT...	Marketing & Tourism Promoti...	101-3007-60461	2,000.00
XPRESS GRAPHICS	206200	10/14/21 - CONCERTS IN THE PARK SIGNA...	Printing	101-3007-60410	112.67
VINTAGE ASSOCIATES	206197	10/18/21 - TREE INSTALLATION	Materials/Supplies	101-3005-60431	2,100.00
VINTAGE ASSOCIATES	206197	10/18/21 - LEAKY VALVE REPLACEMENT	Maintenance/Services	101-3005-60691	200.00
HERC RENTALS INC	206160	10/01-10/04/21 - MOVING TRUCK RENTAL	Small Tools & Equipment	101-2002-60545	390.81
FLAGS A FLYING	206154	09/28/21 - CITY LOGO FLAGS	Materials/Supplies	101-3008-60431	1,445.00
STAPLES ADVANTAGE	206186	09/27/21 - SUPPLIES	Operating Supplies	101-7006-60420	38.91
STAPLES ADVANTAGE	206186	09/27/21 - SUPPLIES	Operating Supplies	101-7006-60420	64.15
STAPLES ADVANTAGE	206186	09/27/21 - INK FOR PLOTTER	Operating Supplies	101-7006-60420	86.77
RASA/ERIC NELSON	206178	9/29/21 - LLA 2021-00010 ON CALL MAP ...	Map/Plan Checking	101-7002-60183	370.00
RASA/ERIC NELSON	206178	10/11/21 - LAD 2021-0001 ONCALL MAP ...	Map/Plan Checking	101-7002-60183	290.00
RASA/ERIC NELSON	206178	10/11/21 - COCO 2016-002 ONCALL MAP ...	Map/Plan Checking	101-7002-60183	320.00
ALPHA MEDIA LLC	206132	09/2021 - IRONMAN AD MIX 100.5	Marketing & Tourism Promoti...	101-3007-60461	2,171.88
ROBERT HALF TECHNOLOGY	206180	10/08/21 - TEMP AGENCY SERVICES M.G...	Temporary Agency Services	101-6006-60125	1,155.84
ROBERT HALF TECHNOLOGY	206180	10/08/21 - TEMP AGENCY SERVICES T.SU...	Temporary Agency Services	101-6006-60125	712.08
MERCHANTS BUILDING MAINT...	206170	08/18/21 - WC COVID CLEANING	Janitorial	101-3008-60115	1,299.20
MERCHANTS BUILDING MAINT...	206170	08/24/21 - CH COVID CLEANING	Janitorial	101-3008-60115	2,904.00
MERCHANTS BUILDING MAINT...	206170	08/25/21 - PW YARD COVID CLEANING	Janitorial	101-3008-60115	270.00
MERCHANTS BUILDING MAINT...	206170	08/2021 - JANITORIAL SERVICES	Janitorial	101-3008-60115	12,742.87
MERCHANTS BUILDING MAINT...	206170	09/2021 - JANITORIAL SERVICES	Janitorial	101-3008-60115	12,742.87
MERCHANTS BUILDING MAINT...	206170	09/17/21 - SRR EVENT SIT BLDG CLEANING	Janitorial	101-3008-60115	270.00
MERCHANTS BUILDING MAINT...	206170	09/23/21 - CH COVID CLEANING	Janitorial	101-3008-60115	925.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
MERCHANTS BUILDING MAINT...	206170	09/27/21 - WC COVID CLEANING	Janitorial	101-3008-60115	1,299.20
MERCHANTS BUILDING MAINT...	206170	09/27/21 - PW YARD COVID CLEANING	Janitorial	101-3008-60115	270.00
VINTAGE E & S INC	206198	05/02/21 - FS #32 ELECTRICAL ON CALL SE...	Maintenance/Services	101-2002-60691	2,607.00
VINTAGE E & S INC	206198	09/28/21 - REPAIRS TO PARK HID LIGHTS	Maintenance/Services	101-3005-60691	15,435.34
AMERICAN FORENSIC NURSES ...	206133	09/30/21 - BLOOD/ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	910.00
FEDEX	206151	10/12/21 - OVERNIGHT MAIL	Postage	101-1007-60470	24.46
TOP OF THE LINE SIGNS	206190	10/07/21 - CUSTOM ALUMINUM SIGN	Materials/Supplies	101-3005-60431	4,388.19
DESERT PUBLICATIONS INC	206146	10/01/21 - VISION PRINT MEDIA	Marketing & Tourism Promoti...	101-3007-60461	3,995.00
FIRST CHOICE A/C & HEATING ...	206152	09/27/21 - FS #32 HVAC REPAIRS	Maintenance/Services	101-2002-60691	711.00
DEPARTMENT OF ANIMAL SER...	206143	08/2021 - ANIMAL SERVICES	Animal Shelter Contract Service	101-6004-60197	17,347.86
THE LOCK SHOP, INC	206188	10/07/21 - KEYS	Materials/Supplies	101-3008-60431	14.12
THE LOCK SHOP, INC	206188	10/13/21 - KEYS	Materials/Supplies	101-3005-60431	38.14
IMPERIAL IRRIGATION DIST	206163	10/21/21 - ELECTRICITY SERVICE	Electricity - Utilities	101-2002-61101	2,147.13
IMPERIAL IRRIGATION DIST	206163	10/21/21 - ELECTRICITY SERVICE	Electric - Colonel Paige - Utiliti...	101-3005-61108	390.44
IMPERIAL IRRIGATION DIST	206163	10/21/21 - ELECTRICITY SERVICE	Electric - Adams Park - Utilities	101-3005-61110	48.54
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water - Utilities	101-2002-61200	741.98
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water -Monticello Park - Utiliti...	101-3005-61201	1,891.64
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water -Fritz Burns Park - Utiliti...	101-3005-61204	130.84
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water -Pioneer Park - Utilities	101-3005-61207	1,369.68
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water -Seasons Park - Utilities	101-3005-61208	24.71
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water -Community Park - Utilit...	101-3005-61209	224.03
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water - Utilities	101-3008-61200	95.23
RUTAN & TUCKER	206182	907689 - RETAINER	Attorney	101-1003-60153	11,000.00
RUTAN & TUCKER	206182	907692 - DUNE PALMS ROW	Attorney	101-1003-60153	456.00
RUTAN & TUCKER	206182	907685 - GENERAL ACCOUNT	Attorney	101-1003-60153	8,717.80
RUTAN & TUCKER	206182	907691 - GENERAL IP	Attorney	101-1003-60153	402.00
RUTAN & TUCKER	206182	907687 - CODE ENFORCEMENT	Attorney	101-1003-60153	1,370.26
RUTAN & TUCKER	206182	907690 - SRR	Attorney	101-1003-60153	2,754.38
RUTAN & TUCKER	206182	907693 - COVID-19	Attorney	101-1003-60153	168.00
RUTAN & TUCKER	206182	907694 - LQ ARTS FESTIVAL CANCELLATION	Attorney	101-1003-60153	3,433.00
RUTAN & TUCKER	206182	907695 - LQ ART FESTIVAL FEDERAL TRAD...	Attorney/Litigation	101-1003-60154	6,976.00
RUTAN & TUCKER	206182	907686 - LITIGATION	Attorney/Litigation	101-1003-60154	3,619.00
OCEAN SPRINGS TECH INC	206173	07/2021 - FB CAT 5000 COMPUTERS MON...	Fritz Burns Pool Maintenance	101-3005-60184	240.00
FRONTIER COMMUNICATIONS...	206155	10/2021 - LQ PARK PHONE	Telephone - Utilities	101-3005-61300	47.81
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	693.75
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	PM 10 - Dust Control	101-7006-60146	40.80
HOME DEPOT CREDIT SERVICES	206162	08/30/21 - FS #93 SUPPLIES	Fire Station	101-2002-60670	14.94
HOME DEPOT CREDIT SERVICES	206162	08/30/21 - FS #93 SUPPLIES	Fire Station	101-2002-60670	146.25
HOME DEPOT CREDIT SERVICES	206162	09/02/21 - WC CLEANING SUPPLIES	Operating Supplies	101-3002-60420	39.04
HOME DEPOT CREDIT SERVICES	206162	09/22/21 - GRAFFITI REMOVAL SUPPLIES	Supplies-Graffiti and Vandalism	101-3005-60423	34.11
HOME DEPOT CREDIT SERVICES	206162	09/23/21 - GRAFFITI REMOVAL SUPPLIES	Supplies-Graffiti and Vandalism	101-3005-60423	39.61
HOME DEPOT CREDIT SERVICES	206162	09/09/21 - HAMMER & SUPPLIES	Materials/Supplies	101-3005-60431	37.99
HOME DEPOT CREDIT SERVICES	206162	09/07/21 - MASKING PAPER	Materials/Supplies	101-3005-60431	39.72
HOME DEPOT CREDIT SERVICES	206162	09/16/21 - SUPPLIES	Materials/Supplies	101-3005-60431	117.97
HOME DEPOT CREDIT SERVICES	206162	09/08/21 - SMALL TOOLS & SUPPLIES	Tools/Equipment	101-3005-60432	505.76
HOME DEPOT CREDIT SERVICES	206162	09/03/21 - STORAGE BINS	Operating Supplies	101-3007-60420	97.81
HOME DEPOT CREDIT SERVICES	206162	09/24/21 - CFM MOTOR & LIGHT BULBS	Materials/Supplies	101-3008-60431	42.31
HOME DEPOT CREDIT SERVICES	206162	09/27/21 - CFM MOTOR & BREAKER SWIT...	Materials/Supplies	101-3008-60431	82.18
HOME DEPOT CREDIT SERVICES	206162	09/27/21 - SUPPLIES	Materials/Supplies	101-3008-60431	44.96
HOME DEPOT CREDIT SERVICES	206162	09/23/21 - BRUSH SET	Materials/Supplies	101-3008-60431	22.79
HOME DEPOT CREDIT SERVICES	206162	09/24/21 - REFUND CFM MOTOR	Materials/Supplies	101-3008-60431	-20.62
HOME DEPOT CREDIT SERVICES	206162	09/01/21 - BATTERIES	Materials/Supplies	101-3008-60431	22.02
HOME DEPOT CREDIT SERVICES	206162	09/15/21 - COMMERCIAL DOOR CLOSER	Materials/Supplies	101-3008-60431	103.29
HOME DEPOT CREDIT SERVICES	206162	09/14/21 - SUPPLIES	Materials/Supplies	101-3008-60431	114.05
HOME DEPOT CREDIT SERVICES	206162	09/03/21 - SUPPLIES	Operating Supplies	101-7003-60420	28.95
HOME DEPOT CREDIT SERVICES	206162	09/16/21 - HARDWARE SUPPLIES	Operating Supplies	101-7003-60420	30.78
HOME DEPOT CREDIT SERVICES	206162	09/20/21 - TOOLS	Tools/Equipment	101-7003-60432	25.74
LOWE'S HOME IMPROVEMENT..	206168	08/12/21 - GRAFFITI REMOVAL SUPPLIES	Supplies-Graffiti and Vandalism	101-3005-60423	68.15
LOWE'S HOME IMPROVEMENT..	206168	09/01/21 - PET CONTROL ANT BLOCKER	Materials/Supplies	101-3005-60431	46.43
LOWE'S HOME IMPROVEMENT..	206168	09/20/21 - SPRAY PAINT	Materials/Supplies	101-3005-60431	158.41

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
LOWE'S HOME IMPROVEMENT..	206168	09/17/21 - CLEANING SUPPLIES	Materials/Supplies	101-3005-60431	11.33
LOWE'S HOME IMPROVEMENT..	206168	09/16/21 - CLEANING SUPPLIES	Materials/Supplies	101-3005-60431	17.01
LOWE'S HOME IMPROVEMENT..	206168	09/13/21 - MENDING PLATE	Materials/Supplies	101-3005-60431	4.02
LOWE'S HOME IMPROVEMENT..	206168	09/11/21 - REBAR	Materials/Supplies	101-3005-60431	29.31
LOWE'S HOME IMPROVEMENT..	206168	08/30/21 - MATERIALS	Materials/Supplies	101-3005-60431	245.06
LOWE'S HOME IMPROVEMENT..	206168	08/13/21 - MASON STRING LINE	Materials/Supplies	101-3005-60431	10.32
LOWE'S HOME IMPROVEMENT..	206168	08/02/21 - SUPPLIES	Materials/Supplies	101-3005-60431	98.86
LOWE'S HOME IMPROVEMENT..	206168	08/26/21 - SIDEWALK REPAIR SUPPLIES	Materials/Supplies	101-3005-60431	251.94
LOWE'S HOME IMPROVEMENT..	206168	08/12/21 - SUPPLIES	Materials/Supplies	101-3005-60431	88.26
LOWE'S HOME IMPROVEMENT..	206168	08/11/21 - MATERIALS	Materials/Supplies	101-3005-60431	30.53
LOWE'S HOME IMPROVEMENT..	206168	08/25/21 - SIDEWALK REPAIR SUPPLIES	Materials/Supplies	101-3005-60431	45.13
LOWE'S HOME IMPROVEMENT..	206168	08/11/21 - MATERIALS	Materials/Supplies	101-3005-60431	74.28
LOWE'S HOME IMPROVEMENT..	206168	08/03/21 - MATERIALS	Materials/Supplies	101-3005-60431	31.56
LOWE'S HOME IMPROVEMENT..	206168	08/19/21 - CONCRETE SUPPLIES	Materials/Supplies	101-3005-60431	272.71
LOWE'S HOME IMPROVEMENT..	206168	08/27/21 - SMALL TOOLS	Tools/Equipment	101-3005-60432	153.94
LOWE'S HOME IMPROVEMENT..	206168	09/16/21 - SMALL TOOLS	Tools/Equipment	101-3005-60432	99.08
LOWE'S HOME IMPROVEMENT..	206168	09/13/21 - BRASS FITTINGS	Materials/Supplies	101-3008-60431	26.65
LOWE'S HOME IMPROVEMENT..	206168	08/03/21 - MATERIALS	Materials/Supplies	101-3008-60431	98.01
LOWE'S HOME IMPROVEMENT..	206168	09/11/21 - DOUBLE BOLT SNAP	Materials/Supplies	101-3008-60431	18.29
LOWE'S HOME IMPROVEMENT..	206168	09/14/21 - CLOROX	Materials/Supplies	101-3008-60431	65.97
LOWE'S HOME IMPROVEMENT..	206168	09/02/21 - SMALL TOOLS	Tools/Equipment	101-3008-60432	47.03
LOWE'S HOME IMPROVEMENT..	206168	09/13/21 - TRACTOR SUPPLIES	Operating Supplies	101-7003-60420	33.03
LOWE'S HOME IMPROVEMENT..	206168	09/17/21 - GREASE	Operating Supplies	101-7003-60420	36.13
LOWE'S HOME IMPROVEMENT..	206168	09/03/21 - GLOVES	Operating Supplies	101-7003-60420	26.83
LOWE'S HOME IMPROVEMENT..	206168	08/09/21 - ANT BLOCKER & SHOVELS	Tools/Equipment	101-7003-60432	54.69
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Sheriff Patrol	101-2001-60161	744,586.89
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Police Overtime	101-2001-60162	29,043.23
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Target Team	101-2001-60163	132,786.08
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Community Services Officer	101-2001-60164	60,195.75
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Gang Task Force	101-2001-60166	15,294.40
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Narcotics Task Force	101-2001-60167	15,294.40
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Motor Officer	101-2001-60169	141,254.58
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Dedicated Sargeants	101-2001-60170	41,786.51
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Dedicated Lieutenant	101-2001-60171	23,384.00
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Sheriff - Mileage	101-2001-60172	32,447.08
RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	Special Enforcement Funds	101-2001-60175	151.74
RIVERSIDE COUNTY SHERIFF D...	206179	08/25-09/24/21 - MOTOR FUEL CHARGES	Sheriff - Other	101-2001-60176	658.48
Fund 101 - GENERAL FUND Total:					1,389,943.77
Fund: 201 - GAS TAX FUND					
TOPS' N BARRICADES INC	206191	10/11/21 - TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	358.88
TOPS' N BARRICADES INC	206191	10/12/21 - WEATHER SUIT	Safety Gear	201-7003-60427	50.08
TOPS' N BARRICADES INC	206191	10/12/21 - WEATHER SUIT	Safety Gear	201-7003-60427	50.08
UNDERGROUND SERVICE ALERT	206193	09/01/21 - DIG ALERT FEES	Materials/Supplies	201-7003-60431	79.30
UNDERGROUND SERVICE ALERT	206193	10/01/21 - DIG ALERT FEES	Materials/Supplies	201-7003-60431	69.40
UNDERGROUND SERVICE ALERT	206193	09/01/21 - CA STATE FEE	Materials/Supplies	201-7003-60431	23.15
UNDERGROUND SERVICE ALERT	206193	10/01/21 - CA STATE FEE	Materials/Supplies	201-7003-60431	23.15
LOWE'S HOME IMPROVEMENT..	206168	08/04/21 - STREET SIGN REPAIR	Traffic Control Signs	201-7003-60429	33.52
LOWE'S HOME IMPROVEMENT..	206168	08/16/21 - CONCRETE REPAIR SUPPLIES	Materials/Supplies	201-7003-60431	110.43
LOWE'S HOME IMPROVEMENT..	206168	07/28/21 - SIDEWALK REPAIR	Materials/Supplies	201-7003-60431	126.31
LOWE'S HOME IMPROVEMENT..	206168	08/23/21 - CONCRETE REPAIR SUPPLIES	Materials/Supplies	201-7003-60431	104.11
LOWE'S HOME IMPROVEMENT..	206168	09/20/21 - PAINT	Paint/Legends	201-7003-60433	68.72
Fund 201 - GAS TAX FUND Total:					1,097.13
Fund: 202 - LIBRARY & MUSEUM FUND					
MERCHANTS BUILDING MAINT...	206170	08/2021 - JANITORIAL SERVICES	Janitorial	202-3004-60115	2,710.66
MERCHANTS BUILDING MAINT...	206170	08/2021 - JANITORIAL SERVICES	Janitorial	202-3006-60115	727.08
MERCHANTS BUILDING MAINT...	206170	09/2021 - JANITORIAL SERVICES	Janitorial	202-3004-60115	2,710.66
MERCHANTS BUILDING MAINT...	206170	09/2021 - JANITORIAL SERVICES	Janitorial	202-3006-60115	727.08
VINTAGE E & S INC	206198	05/11-05/12/21 - LIBRARY ELECTRICAL ON...	Maintenance/Services	202-3004-60691	869.00
FIRST CHOICE A/C & HEATING ...	206152	10/01/21 - MUSEUM HVAC REPAIRS	HVAC	202-3006-60667	1,806.00
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water - Utilities	202-3006-61200	181.34

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
HOME DEPOT CREDIT SERVICES	206162	08/27/21 - SANDPAPER	Maintenance/Services	202-3006-60691	27.06
LOWE'S HOME IMPROVEMENT..	206168	07/29/21 - WATER FILTER & LIGHT BULBS	Maintenance/Services	202-3004-60691	54.73
LOWE'S HOME IMPROVEMENT..	206168	08/10/21 - SUPPLIES	Maintenance/Services	202-3006-60691	95.16
LOWE'S HOME IMPROVEMENT..	206168	08/11/21 - CONCRETE PATCH MIX	Maintenance/Services	202-3006-60691	39.78
Fund 202 - LIBRARY & MUSEUM FUND Total:					9,948.55

Fund: 212 - SLESA (COPS) FUND

RIVERSIDE COUNTY SHERIFF D...	206179	07/29-08/25/21 - LAW ENFORCEMENT BP...	COPS Burglary/Theft Preventi...	212-0000-60179	1,669.14
Fund 212 - SLESA (COPS) FUND Total:					1,669.14

Fund: 215 - LIGHTING & LANDSCAPING FUND

CREATIVE LIGHTING & ELECTR...	206141	6/29/21 - UNDERGROUND ELECTRICAL FO...	Maintenance/Services	215-7004-60691	890.00
CREATIVE LIGHTING & ELECTR...	206141	06/29/21 - LED GROUND LIGHTING INSTA...	Maintenance/Services	215-7004-60691	2,500.00
CREATIVE LIGHTING & ELECTR...	206141	07/20/21 - REPLACED AGED LANDSCAPE L...	Maintenance/Services	215-7004-60691	4,750.00
FRONTIER COMMUNICATIONS...	206155	10/07-11/06/21 - PHONE SVC	Electric - Utilities	215-7004-61116	111.11
COACHELLA VALLEY WATER DI...	206138	10/21/21 - WATER SERVICE	Water - Medians - Utilities	215-7004-61211	6,910.64
IMPERIAL IRRIGATION DIST	206163	10/21/21 - ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	1,709.71
IMPERIAL IRRIGATION DIST	206163	10/21/21 - ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	283.56
DESERT ELECTRIC SUPPLY	206145	10/13/21 - MATERIALS	Materials/Supplies	215-7004-60431	309.10
LOWE'S HOME IMPROVEMENT..	206168	08/30/21 - TOOLS	Materials/Supplies	215-7004-60431	155.48
LOWE'S HOME IMPROVEMENT..	206168	07/29/21 - TOWELS & SAND	Materials/Supplies	215-7004-60431	42.64
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					17,662.24

Fund: 241 - HOUSING AUTHORITY

RUTAN & TUCKER	206182	907688 - HOUSING AUTHORITY	Attorney	241-9101-60153	1,560.00
Fund 241 - HOUSING AUTHORITY Total:					1,560.00

Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS

COACHELLA VALLEY WATER DI...	206139	09/29/21 - 2016-03G PLAN CHECK FEE	Construction	401-0000-60188	540.00
UNIVERSAL CONCRETE CONST...	206195	09/2021 - 2017-04 RETENTION PAYMENT ...	Retention Payable	401-0000-20600	-5,875.67
UNIVERSAL CONCRETE CONST...	206195	09/2021 - 2017-04 PROGRESS PAYMENT ...	Construction	401-0000-60188	117,513.30
R DEPENDABLE CONST INC	206177	09/15/21 - 2019-07 RETENTION PAYMENT...	Retention Payable	401-0000-20600	-3,487.50
R DEPENDABLE CONST INC	206177	09/15/21 - 2019-07 PROGRESS PAYMENT ...	Construction	401-0000-60188	69,750.00
HCD	206159	10/08/21 - MOBILE HOME TRANSFER/DEC...	Land Acquisition	401-0000-74010	302.00
SPOHN RANCH INC	206185	09/2021 - 2015-09 RETENTION PAYMENT ...	Retention Payable	401-0000-20600	-14,403.38
SPOHN RANCH INC	206185	09/2021 - 2015-09 PROGRESS PAYMENT ...	Construction	401-0000-60188	288,067.68
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					452,406.43

Fund: 501 - FACILITY & FLEET REPLACEMENT

H&G HOME IMPROVEMENTS I...	206158	10/03/21 - EMERGENCY LEAK REPAIRS TO ...	City Bldg Repl/Repair	501-0000-71103	12,175.00
BMW MOTORCYCLES OF RIVE...	206135	09/09/21 - MOTORCYCLE MAINT SERVICE	Motorcycle Repair & Mainten...	501-0000-60679	1,034.24
CARQUEST	206137	09/20/21 - AIR FILTERS	Street Sweeper	501-0000-60678	54.03
CARQUEST	206137	09/29/21 - BATTERY FOR TRUCK #33	Parts & Maintenance Supplies	501-0000-60675	126.77
PLANIT REPROGRAPHICS SYST...	206176	10/08/21 - VEHICLE MAGNETS	Parts & Maintenance Supplies	501-0000-60675	96.98
TOWER ENERGY GROUP	206192	09/16-09/30/21 - FUEL	Fuel & Oil	501-0000-60674	4,010.53
ENTERPRISE FM TRUST	206150	08/2021 - FLEET LEASE	Vehicles, Rentals & Leases	501-0000-71030	17,569.27
ENTERPRISE FM TRUST	206150	09/2021 - FLEET LEASE	Vehicles, Rentals & Leases	501-0000-71030	21,069.04
ENTERPRISE FM TRUST	206150	10/2021 - FLEET LEASE	Vehicles, Rentals & Leases	501-0000-71030	17,383.33
HOME DEPOT CREDIT SERVICES	206162	09/08/21 - VEHICLE CLEANING SUPPLIES	Parts & Maintenance Supplies	501-0000-60675	58.62
HOME DEPOT CREDIT SERVICES	206162	09/17/21 - VEHICLE CLEANING SUPPLIES	Parts & Maintenance Supplies	501-0000-60675	33.65
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					73,611.46

Fund: 502 - INFORMATION TECHNOLOGY

TIME WARNER CABLE	206189	10/2021 - CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	171.62
TIME WARNER CABLE	206189	10/10-11/09/21 - CH INTERNET (2546)	Cable/Internet - Utilities	502-0000-61400	2,079.00
TIME WARNER CABLE	206189	10/12-11/11/21 - CH CABLE (4080)	Cable/Internet - Utilities	502-0000-61400	82.07
ECS IMAGING INC	206148	03/06/21-03/05/22 - LARGE SCALE SCANN...	City Clerk, Software Enhancem...	502-0000-71047	1,295.00
FISHER INTEGRATED INC	206153	09/2021 - MONTHLY FLAT FEE FOR CC VID...	Consultants	502-0000-60104	800.00
FISHER INTEGRATED INC	206153	09/2021 - CC VIDEO STREAMING	Consultants	502-0000-60104	1,200.00
CANON FINANCIAL SERVICES, ...	206136	09/2021 CITY PRINTERS & 08/2021 METER...	Copiers	502-0000-60662	1,793.99
CANON FINANCIAL SERVICES, ...	206136	10/2021 CITY PRINTERS & 09/2021 METER...	Copiers	502-0000-60662	4,364.08
SUPERION, LLC	206187	09/12-09/25/21 - ETRAK-IT SOFTWARE SE...	Software Licenses	502-0000-60301	450.00
VERIZON WIRELESS	206196	09/02-10/01/21 - BACKUP SERVER (2183)	Cable/Internet - Utilities	502-0000-61400	66.30
VERIZON WIRELESS	206196	09/02-10/01/21 - CITY IPADS (5587)	Cell/Mobile Phones	502-0000-61301	1,153.29

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
VERIZON WIRELESS	206196	09/02-10/01/21 - CITY CELL SVC (5496)	Cell/Mobile Phones	502-0000-61301	2,386.36
MICROSOFT CORPORATION	206171	09/10-10/09/21 - MS AZURE ONLINE SVCS	Software Licenses	502-0000-60301	774.90
FRONTIER COMMUNICATIONS...	206155	10/03-11/02/21 - 2ND CITY INTERNET LINE	Cable/Internet - Utilities	502-0000-61400	1,190.00
FRONTIER COMMUNICATIONS...	206155	10/04-11/03/21 - DSL SVC	Cable/Internet - Utilities	502-0000-61400	216.58
LOWE'S HOME IMPROVEMENT..	206168	08/05/21 - PATIO FURNITURE REFUND	Furniture	502-0000-71020	-602.06
Fund 502 - INFORMATION TECHNOLOGY Total:					17,421.13
Fund: 601 - SILVERROCK RESORT					
GARDAWORLD	206157	09/2021 - SRR ARMORED SVC	Bank Fees	601-0000-60455	13.00
GARDAWORLD	206157	09/2021 - SRR ARMORED SVC	Bank Fees	601-0000-60455	110.91
HOME DEPOT CREDIT SERVICES	206162	09/14/21 - SUPPLIES	Repair & Maintenance	601-0000-60660	240.03
LOWE'S HOME IMPROVEMENT..	206168	08/31/21 - MATERIALS	Repair & Maintenance	601-0000-60660	48.52
Fund 601 - SILVERROCK RESORT Total:					412.46
Grand Total:					1,965,732.31

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	1,389,943.77
201 - GAS TAX FUND	1,097.13
202 - LIBRARY & MUSEUM FUND	9,948.55
212 - SLESA (COPS) FUND	1,669.14
215 - LIGHTING & LANDSCAPING FUND	17,662.24
241 - HOUSING AUTHORITY	1,560.00
401 - CAPITAL IMPROVEMENT PROGRAMS	452,406.43
501 - FACILITY & FLEET REPLACEMENT	73,611.46
502 - INFORMATION TECHNOLOGY	17,421.13
601 - SILVERROCK RESORT	412.46
Grand Total:	1,965,732.31

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20304	Sales Taxes Payable	538.00
101-0000-20981	United Way Deductions	42.00
101-1002-60101	Contract Services - Admini...	3,500.00
101-1003-60153	Attorney	28,301.44
101-1003-60154	Attorney/Litigation	10,595.00
101-1004-50252	Annual Wellness Dollar Re...	200.00
101-1004-60129	Recruiting/Pre-Employme...	852.40
101-1006-60400	Office Supplies	18.43
101-1007-60403	Citywide Supplies	33.40
101-1007-60470	Postage	24.46
101-2001-60161	Sheriff Patrol	744,586.89
101-2001-60162	Police Overtime	29,043.23
101-2001-60163	Target Team	132,786.08
101-2001-60164	Community Services Offic...	60,195.75
101-2001-60166	Gang Task Force	15,294.40
101-2001-60167	Narcotics Task Force	15,294.40
101-2001-60169	Motor Officer	141,254.58
101-2001-60170	Dedicated Sargeants	41,786.51
101-2001-60171	Dedicated Lieutenant	23,384.00
101-2001-60172	Sheriff - Mileage	32,447.08
101-2001-60174	Blood/Alcohol Testing	910.00
101-2001-60175	Special Enforcement Funds	151.74
101-2001-60176	Sheriff - Other	658.48
101-2002-60545	Small Tools & Equipment	390.81
101-2002-60670	Fire Station	161.19
101-2002-60691	Maintenance/Services	3,318.00
101-2002-61101	Electricity - Utilities	2,147.13
101-2002-61200	Water - Utilities	741.98
101-2002-61400	Cable/Internet - Utilities	110.55
101-3001-60510	Grants & Economic Devel...	500.00
101-3002-60107	Instructors	2,229.20
101-3002-60420	Operating Supplies	39.04
101-3003-60149	Community Experiences	1,762.37
101-3005-60184	Fritz Burns Pool Maintena...	240.00
101-3005-60423	Supplies-Graffiti and Van...	141.87
101-3005-60431	Materials/Supplies	8,137.17
101-3005-60432	Tools/Equipment	758.78
101-3005-60691	Maintenance/Services	16,835.34
101-3005-61108	Electric - Colonel Paige - U...	390.44
101-3005-61110	Electric - Adams Park - Util...	48.54
101-3005-61201	Water -Monticello Park - ...	1,891.64
101-3005-61204	Water -Fritz Burns Park - ...	130.84
101-3005-61206	Water -Desert Pride - Utili...	693.75
101-3005-61207	Water -Pioneer Park - Utili...	1,369.68
101-3005-61208	Water -Seasons Park - Util...	24.71

Account Summary

Account Number	Account Name	Expense Amount
101-3005-61209	Water -Community Park -...	224.03
101-3005-61300	Telephone - Utilities	47.81
101-3007-60410	Printing	112.67
101-3007-60420	Operating Supplies	97.81
101-3007-60461	Marketing & Tourism Pro...	8,210.15
101-3008-60115	Janitorial	32,723.14
101-3008-60431	Materials/Supplies	2,390.59
101-3008-60432	Tools/Equipment	47.03
101-3008-61200	Water - Utilities	95.23
101-6003-60690	Uniforms	195.74
101-6004-60111	Administrative Citation Se...	1,175.71
101-6004-60197	Animal Shelter Contract S...	17,347.86
101-6006-60125	Temporary Agency Servic...	1,867.92
101-7002-60183	Map/Plan Checking	980.00
101-7003-60420	Operating Supplies	155.72
101-7003-60432	Tools/Equipment	80.43
101-7006-60146	PM 10 - Dust Control	40.80
101-7006-60420	Operating Supplies	189.83
201-7003-60427	Safety Gear	100.16
201-7003-60429	Traffic Control Signs	392.40
201-7003-60431	Materials/Supplies	535.85
201-7003-60433	Paint/Legends	68.72
202-3004-60115	Janitorial	5,421.32
202-3004-60691	Maintenance/Services	923.73
202-3006-60115	Janitorial	1,454.16
202-3006-60667	HVAC	1,806.00
202-3006-60691	Maintenance/Services	162.00
202-3006-61200	Water - Utilities	181.34
212-0000-60179	COPS Burglary/Theft Prev...	1,669.14
215-7004-60431	Materials/Supplies	507.22
215-7004-60691	Maintenance/Services	8,140.00
215-7004-61116	Electric - Utilities	1,820.82
215-7004-61117	Electric - Medians - Utiliti...	283.56
215-7004-61211	Water - Medians - Utilities	6,910.64
241-9101-60153	Attorney	1,560.00
401-0000-20600	Retention Payable	-23,766.55
401-0000-60188	Construction	475,870.98
401-0000-74010	Land Acquisition	302.00
501-0000-60674	Fuel & Oil	4,010.53
501-0000-60675	Parts & Maintenance Supp..	316.02
501-0000-60678	Street Sweeper	54.03
501-0000-60679	Motorcycle Repair & Main...	1,034.24
501-0000-71030	Vehicles, Rentals & Leases	56,021.64
501-0000-71103	City Bldg Repl/Repair	12,175.00
502-0000-60104	Consultants	2,000.00
502-0000-60301	Software Licenses	1,224.90
502-0000-60662	Copiers	6,158.07
502-0000-61301	Cell/Mobile Phones	3,539.65
502-0000-61400	Cable/Internet - Utilities	3,805.57
502-0000-71020	Furniture	-602.06
502-0000-71047	City Clerk, Software Enha...	1,295.00
601-0000-60455	Bank Fees	123.91
601-0000-60660	Repair & Maintenance	288.55
	Grand Total:	1,965,732.31

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	1,493,920.22

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
091004L	Land Acquisition	Dune Palms Road Street Improver	302.00
151609CT	Construction Expense	La Quinta X Park	288,067.68
151609RP	Retention Payable	La Quinta X Park	-14,403.38
201603CT	Construction Expense	La Quinta Landscape Renovation Ir	540.00
201704CT	Construction Expense	Eisenhower Retention Basin Lands	117,513.30
201704RP	Retention Payable	Eisenhower Retention Basin Lands	-5,875.67
201804E	Landscape & Lighting Median Island ...	Landscape & Lighting Median Islan	8,140.00
201907CT	Construction Expense	Fire Station 70 Revitalization	69,750.00
201907RP	Retention Payable	Fire Station 70 Revitalization	-3,487.50
9/11E	September 11 Vigil Expense	September 11 Vigil	29.31
CORONANR	Corona Non Reimbursable	Corona Virus Emergency Response	7,135.40
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	54.03
FORTE	Fortunate Son Concert Expenses	Fortunate Son SRR Concert	1,875.04
IRONE	Ironman Expense	Ironman Event	2,171.88
	Grand Total:	1,965,732.31	

City of La Quinta

Bank Transactions 10/11 – 10/22/2021

Wire Transaction

Listed below are the wire transfers from 10/11 – 10/22/2021.

Wire Transfers:

10/12/2021 - WIRE TRANSFER - TEXAS LIFE	\$849.25
10/15/2021 - WIRE TRANSFER - CALPERS	\$20,956.67
10/15/2021 - WIRE TRANSFER - EXPERT PAY	\$138.46
10/15/2021 - WIRE TRANSFER - CALPERS	\$4,712.26
10/15/2021 - WIRE TRANSFER - CALPERS	\$14,012.99
10/15/2021 - WIRE TRANSFER - LQCEA	\$468.00
10/15/2021 - WIRE TRANSFER - ICMA	\$4,053.73
10/20/2021 - WIRE TRANSFER - LANDMARK	\$249,374.31
10/21/2021 - WIRE TRANSFER - THE BANK OF NEW YORK MELLON	<u>\$4,000,000.00</u>
TOTAL WIRE TRANSFERS OUT	<u><u>\$4,294,565.67</u></u>

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City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED JUNE 30, 2021

RECOMMENDATION

Receive and file revenue and expenditure report dated June 30, 2021.

EXECUTIVE SUMMARY

- The report summarizes the City's period and year-to-date (YTD) revenues and expenditures for June 2021 (Attachment 1).
- Percentage of budget utilized numbers are not final until all adjusting entries are made. The City's Annual Comprehensive Financial Report, published annually in December, is the most accurate reflection of audited numbers.
- 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 2020 for fiscal year 2020/21.

Current Total Budget – represents original adopted budgets plus Capital Improvement Project carryovers, and any Council approved budget amendments from throughout the 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 YTD.

	June Revenues		YTD Percent of Budget
	MTD	YTD	
General Fund	\$ 22,557,854	\$ 70,305,823	121.88%
All Funds	\$ 40,547,129	\$ 129,715,202	74.27%

	June Expenditures		YTD Percent of Budget
	MTD	YTD	
General Fund	\$ 12,602,928	\$ 46,746,637	69.69%
Payroll - General Fund	\$ 1,934,441	\$ 10,258,875	89.01%
All Funds	\$ 17,400,606	\$ 109,802,386	58.03%

*Percentages shown above are subject to year-end adjusting entries and are not final. Audited numbers will be published in the Annual Comprehensive Financial Report in December.

Top Five Revenue/Income Sources for June

General Fund		Non-General Fund	
Gov't Revenue- ARP Funds	\$ 4,993,504	County Government Tax Revenue for Debt Service	\$ 13,513,519
Fire Service Credit	\$ 4,358,337	County Government Revenue -Library/Museum	\$ 1,594,046
Measure G Sales Tax	\$ 3,450,033	County Sales Tax (Measure A)	\$ 533,978
Sales Tax	\$ 3,125,800	Surface Transportation Program Grant	\$ 450,001
Transient Occupancy (Hotel) Tax	\$ 2,697,409	Technology Support Internal Service Fund ⁽¹⁾	\$ 423,875

Top Five Expenditures/Outlays for June

General Fund		Non-General Fund	
Sheriff Contract (April to June)	\$ 5,688,083	Capital Improvement Program (CIP) - Construction ⁽²⁾	\$ 2,554,471
Fire Service and Ladder Truck - Q3 & Q4	\$ 2,939,925	Library Operations	\$ 643,344
Marketing and Tourism Promotions	\$ 130,656	SilverRock Maintenance	\$ 238,330
Liability Insurance & Claims ⁽³⁾	\$ 115,000	CIP - Design	\$ 167,239
PM10 Dust Control	\$ 114,103	Museum Operations	\$ 97,500

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

The expenditure report includes expenditures and transfers out to other funds. Unlike revenues, expenditures are more likely to be consistent from month to

month. However, large debt service payments or CIP expenditures can cause swings.

Prepared by: Rosemary Hallick, Financial Services Analyst

Approved by: Claudia Martinez, Interim Finance Director

Attachment 1: Revenue and Expenditure Report for June 30, 2021

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For Fiscal: 2020/21 Period Ending: 06/30/2021

Revenue Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	50,726,100	57,685,534	22,557,854	70,305,823	12,620,289	121.88 %
201 - GAS TAX FUND	1,778,400	1,791,800	325,057	1,694,021	-97,779	94.54 %
202 - LIBRARY & MUSEUM FUND	2,808,500	2,807,200	1,443,620	2,909,568	102,368	103.65 %
203 - PUBLIC SAFETY FUND (MEASU	10,000	342,000	-25,087	319,806	-22,194	93.51 %
210 - FEDERAL ASSISTANCE FUND	141,900	147,472	111,627	287,393	139,921	194.88 %
212 - SLESA (COPS) FUND	101,000	101,000	29,545	155,642	54,642	154.10 %
215 - LIGHTING & LANDSCAPING FU	1,877,000	1,857,100	29,107	1,848,466	-8,634	99.54 %
220 - QUIMBY FUND	80,000	80,000	24,885	35,415	-44,585	44.27 %
221 - AB 939 - CALRECYCLE FUND	76,000	76,000	14,896	57,391	-18,609	75.51 %
223 - MEASURE A FUND	1,319,000	1,519,000	528,627	1,915,071	396,071	126.07 %
224 - TUMF FUND	0	0	-4,899	-5,275	-5,275	0.00 %
225 - INFRASTRUCTURE FUND	200	200	-401	-192	-392	95.99 %
226 - EMERGENCY MANAGEMENT F	12,100	19,700	-2,733	7,135	-12,565	36.22 %
227 - STATE HOMELAND SECURITY F	5,000	5,000	0	3,194	-1,806	63.88 %
230 - CASp FUND, AB 1379	18,200	18,200	1,059	16,836	-1,364	92.51 %
231 - SUCCESSOR AGCY PA 1 RORF	20,539,264	20,539,264	12,750,910	20,031,215	-508,049	97.53 %
235 - SO COAST AIR QUALITY FUND	53,000	53,000	26,629	52,824	-176	99.67 %
237 - SUCCESSOR AGCY PA 1 ADMIN	13,505	13,505	-3,885	8,636	-4,869	63.95 %
241 - HOUSING AUTHORITY	513,300	1,901,756	44,482	2,154,880	253,124	113.31 %
243 - RDA LOW-MOD HOUSING FUN	35,000	35,000	267,030	296,988	261,988	848.54 %
244 - HOUSING GRANTS (Multiple)	0	60,000	0	0	-60,000	0.00 %
247 - ECONOMIC DEVELOPMENT FL	40,000	649,100	-85,311	449,549	-199,551	69.26 %
249 - SA 2011 LOW/MOD BOND FUI	200,000	201,000	-73,645	1,997	-199,003	0.99 %
250 - TRANSPORTATION DIF FUND	380,000	380,000	48,257	665,957	285,957	175.25 %
251 - PARKS & REC DIF FUND	304,000	304,000	44,470	322,133	18,133	105.96 %
252 - CIVIC CENTER DIF FUND	110,000	112,000	23,296	192,418	80,418	171.80 %
253 - LIBRARY DEVELOPMENT DIF	45,000	45,000	9,528	61,531	16,531	136.74 %
254 - COMMUNITY & CULTURAL CEI	16,500	76,500	18,962	141,193	64,693	184.57 %
255 - STREET FACILITY DIF FUND	17,000	2,000	-808	3,752	1,752	187.60 %
256 - PARK FACILITY DIF FUND	7,100	500	-118	214	-286	42.89 %
257 - FIRE PROTECTION DIF	55,500	55,500	6,046	59,298	3,798	106.84 %
270 - ART IN PUBLIC PLACES FUND	111,000	121,000	-10,244	128,766	7,766	106.42 %
275 - LQ PUBLIC SAFETY OFFICER	2,600	2,600	-982	1,547	-1,053	59.52 %
299 - INTEREST ALLOCATION FUND	0	0	211,154	-2,427	-2,427	0.00 %
310 - LQ FINANCE AUTHORITY DEBT	1,100	1,100	0	0	-1,100	0.00 %
401 - CAPITAL IMPROVEMENT PROC	19,058,300	74,850,951	1,235,189	16,075,854	-58,775,097	21.48 %
405 - SA PA 1 CAPITAL IMPRV FUND	100,000	100,000	-128,914	-92,681	-192,681	92.68 %
501 - FACILITY & FLEET REPLACEMEI	902,500	902,500	148,633	861,069	-41,431	95.41 %
502 - INFORMATION TECHNOLOGY	1,721,500	1,747,300	400,446	1,732,997	-14,303	99.18 %
503 - PARK EQUIP & FACILITY FUND	245,000	245,000	-25,519	163,557	-81,443	66.76 %
504 - INSURANCE FUND	928,500	928,500	231,439	932,420	3,920	100.42 %
601 - SILVERROCK RESORT	3,882,100	4,182,100	152,200	4,384,095	201,995	104.83 %
602 - SILVERROCK GOLF RESERVE	4,500	4,500	-46	5,598	1,098	124.40 %
760 - SUPPLEMENTAL PENSION PLA	6,500	6,500	-2,125	3,865	-2,635	59.46 %
761 - CERBT OPEB TRUST	60,000	75,000	117,096	337,718	262,718	450.29 %
762 - PARS PENSION TRUST	300,000	600,000	109,807	1,189,943	589,943	198.32 %
Report Total:	108,606,169	174,645,382	40,547,129	129,715,202	-44,930,180	74.27 %

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

Expenditure Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	47,911,600	67,075,553	12,602,928	46,746,637	20,328,916	69.69 %
201 - GAS TAX FUND	1,775,300	2,288,769	157,689	1,069,762	1,219,007	46.74 %
202 - LIBRARY & MUSEUM FUND	1,715,100	2,318,100	884,494	2,048,083	270,017	88.35 %
203 - PUBLIC SAFETY FUND (MEASU	1,000,000	1,372,296	0	26,850	1,345,446	1.96 %
210 - FEDERAL ASSISTANCE FUND	141,900	321,339	0	0	321,339	0.00 %
212 - SLESA (COPS) FUND	100,000	100,000	32,694	101,529	-1,529	101.53 %
215 - LIGHTING & LANDSCAPING FU	1,876,600	2,126,600	299,120	2,010,646	115,954	94.55 %
220 - QUIMBY FUND	0	2,781,625	0	520,886	2,260,739	18.73 %
221 - AB 939 - CALRECYCLE FUND	100,000	250,000	20,641	53,931	196,069	21.57 %
223 - MEASURE A FUND	1,263,900	2,455,084	0	198,811	2,256,273	8.10 %
225 - INFRASTRUCTURE FUND	0	22,618	0	0	22,618	0.00 %
226 - EMERGENCY MANAGEMENT F	12,000	19,600	16,616	36,245	-16,645	184.92 %
227 - STATE HOMELAND SECURITY F	5,000	5,000	0	6,018	-1,018	120.36 %
230 - CASp FUND, AB 1379	4,400	4,400	933	3,311	1,089	75.25 %
231 - SUCCESSOR AGCY PA 1 RORF	8,405,468	8,405,468	5,623	17,397,257	-8,991,789	206.98 %
235 - SO COAST AIR QUALITY FUND	42,200	48,900	21,388	57,414	-8,514	117.41 %
237 - SUCCESSOR AGCY PA 1 ADMIN	13,505	13,505	1,500	14,255	-750	105.55 %
241 - HOUSING AUTHORITY	822,300	1,270,062	104,896	1,096,775	173,287	86.36 %
243 - RDA LOW-MOD HOUSING FUN	250,000	300,000	0	300,000	0	100.00 %
244 - HOUSING GRANTS (Multiple)	0	60,000	6,331	33,108	26,892	55.18 %
247 - ECONOMIC DEVELOPMENT FL	10,000	1,630,500	0	1,494,374	136,126	91.65 %
249 - SA 2011 LOW/MOD BOND FUI	6,185,000	6,185,000	-303,360	5,813,436	371,564	93.99 %
250 - TRANSPORTATION DIF FUND	1,293,000	1,957,670	0	743,056	1,214,614	37.96 %
251 - PARKS & REC DIF FUND	0	959,713	0	962,469	-2,756	100.29 %
253 - LIBRARY DEVELOPMENT DIF	30,000	30,000	2,990	15,133	14,867	50.44 %
254 - COMMUNITY & CULTURAL CEI	0	101,639	0	0	101,639	0.00 %
256 - PARK FACILITY DIF FUND	0	5,600	0	0	5,600	0.00 %
270 - ART IN PUBLIC PLACES FUND	110,000	725,700	0	63,345	662,355	8.73 %
310 - LQ FINANCE AUTHORITY DEBT	1,100	1,100	1,100	1,100	0	100.00 %
401 - CAPITAL IMPROVEMENT PROC	19,058,300	71,638,745	2,833,886	18,851,013	52,787,732	26.31 %
405 - SA PA 1 CAPITAL IMPRV FUND	0	6,139,155	0	3,559,470	2,579,685	57.98 %
501 - FACILITY & FLEET REPLACEMEI	902,500	1,144,464	90,947	524,244	620,220	45.81 %
502 - INFORMATION TECHNOLOGY	1,684,200	1,924,200	40,610	1,078,915	845,285	56.07 %
503 - PARK EQUIP & FACILITY FUND	595,000	682,986	2,000	141,777	541,209	20.76 %
504 - INSURANCE FUND	827,500	904,500	-4,978	865,011	39,489	95.63 %
601 - SILVERROCK RESORT	3,881,500	3,881,500	577,196	3,895,325	-13,825	100.36 %
760 - SUPPLEMENTAL PENSION PLA	12,850	12,850	0	12,833	17	99.87 %
761 - CERBT OPEB TRUST	1,500	1,500	375	1,608	-108	107.18 %
762 - PARS PENSION TRUST	52,000	52,000	4,987	57,759	-5,759	111.07 %
Report Total:	100,083,723	189,217,741	17,400,606	109,802,386	79,415,354	58.03 %

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

[Click Here to Return to Agenda Fund Descriptions](#)

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

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City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED JULY 31, 2021

RECOMMENDATION

Receive and file revenue and expenditure report dated July 31, 2021.

EXECUTIVE SUMMARY

- The report summarizes the City's year-to-date (YTD) revenues and period expenditures for July 2021 (Attachment 1).
- These reports are also reviewed by the Finance Advisory Commission.

FISCAL IMPACT – None

BACKGROUND/ANALYSIS

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

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

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

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

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

July Revenues			
	MTD	YTD	YTD Percent of Budget
General Fund (GF)	\$ 525,729	\$ 525,729	0.89%
All Funds	\$ 1,171,291	\$ 1,171,291	1.31%
July Expenditures			
	MTD	YTD	YTD Percent of Budget
General Fund	\$ 664,170	\$ 664,170	1.20%
Payroll (GF)	\$ 356,098	\$ 356,098	3.14%
All Funds	\$ 1,365,677	\$ 1,365,677	1.58%

Top Five Revenue/Income Sources for July			
General Fund		Non-General Fund	
Public Works Permits	\$ 94,418	Developer Impact Fees- Transportation	\$ 165,925
STVR Registration Fee	\$ 90,950	Gas Tax	\$ 105,414
Building Plan Check Fees	\$ 74,638	Non-allocated Interest (Pension Trust)	\$ 95,647
Building Permits	\$ 53,278	SilverRock Greens Fees	\$ 79,022
Administrative Citations	\$ 48,632	Allocated Interest	\$ 60,519
Top Five Expenditures/Outlays for July			
General Fund		Non-General Fund	
Membership Dues ⁽¹⁾	\$ 67,430	Software Licenses ⁽²⁾	\$ 200,630
Visit Greater Palm Springs	\$ 53,349	Earthquake Insurance Premium	\$ 108,232
Marketing and Tourism Promotions	\$ 52,746	SilverRock Maintenance	\$ 95,079
Parks Landscape Maintenance	\$ 48,537	Lighting & Landscape Maintenance	\$ 65,332
Contract Services- Administrative	\$ 10,885	IT Technical - Phone Sysytem	\$ 33,601
⁽¹⁾ Coachella Valley Association of Governments (CVAG), Southern California Association of Governments (SCAG).			
⁽²⁾ Annual subscription fees for Tyler (Finance/HR Depts.), Granicus (City website), Office 365 licenses, GovInvest (pension software) and Laserfiche.			

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

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

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

Attachment 1: Revenue and Expenditure Report for July 31, 2021

Revenue Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	58,804,210	58,804,210	525,729	525,729	-58,278,481	0.89 %
201 - GAS TAX FUND	1,965,880	1,965,880	105,414	105,414	-1,860,466	5.36 %
202 - LIBRARY & MUSEUM FUND	2,850,700	2,850,700	52	52	-2,850,648	0.00 %
203 - PUBLIC SAFETY FUND (MEASU	5,000	5,000	0	0	-5,000	0.00 %
210 - FEDERAL ASSISTANCE FUND	151,000	151,000	0	0	-151,000	0.00 %
212 - SLESA (COPS) FUND	101,000	101,000	0	0	-101,000	0.00 %
215 - LIGHTING & LANDSCAPING FU	2,274,700	2,274,700	0	0	-2,274,700	0.00 %
221 - AB 939 - CALRECYCLE FUND	70,000	70,000	-6,187	-6,187	-76,187	8.84 %
223 - MEASURE A FUND	1,567,000	1,567,000	0	0	-1,567,000	0.00 %
225 - INFRASTRUCTURE FUND	100	100	0	0	-100	0.00 %
226 - EMERGENCY MANAGEMENT F	12,000	12,000	-9,750	-9,750	-21,750	81.25 %
227 - STATE HOMELAND SECURITY F	5,000	5,000	0	0	-5,000	0.00 %
230 - CASp FUND, AB 1379	19,200	19,200	1,560	1,560	-17,640	8.13 %
235 - SO COAST AIR QUALITY FUND	52,800	52,800	0	0	-52,800	0.00 %
241 - HOUSING AUTHORITY	871,400	871,400	24,279	24,279	-847,121	2.79 %
243 - RDA LOW-MOD HOUSING FUN	35,000	35,000	0	0	-35,000	0.00 %
247 - ECONOMIC DEVELOPMENT FL	30,000	30,000	0	0	-30,000	0.00 %
249 - SA 2011 LOW/MOD BOND FUI	201,000	201,000	0	0	-201,000	0.00 %
250 - TRANSPORTATION DIF FUND	428,000	428,000	165,925	165,925	-262,075	38.77 %
251 - PARKS & REC DIF FUND	351,000	351,000	31,590	31,590	-319,410	9.00 %
252 - CIVIC CENTER DIF FUND	152,000	152,000	26,945	26,945	-125,055	17.73 %
253 - LIBRARY DEVELOPMENT DIF	50,000	50,000	5,955	5,955	-44,045	11.91 %
254 - COMMUNITY & CULTURAL CEI	72,000	72,000	14,340	14,340	-57,660	19.92 %
255 - STREET FACILITY DIF FUND	0	0	4,327	4,327	4,327	0.00 %
257 - FIRE PROTECTION DIF	66,000	66,000	9,430	9,430	-56,570	14.29 %
270 - ART IN PUBLIC PLACES FUND	130,000	130,000	18,802	18,802	-111,198	14.46 %
275 - LQ PUBLIC SAFETY OFFICER	2,600	2,600	0	0	-2,600	0.00 %
299 - INTEREST ALLOCATION FUND	0	0	60,519	60,519	60,519	0.00 %
310 - LQ FINANCE AUTHORITY DEBT	1,100	1,100	0	0	-1,100	0.00 %
401 - CAPITAL IMPROVEMENT PROC	9,894,806	9,894,806	0	0	-9,894,806	0.00 %
501 - FACILITY & FLEET REPLACEMEI	1,222,750	1,222,750	0	0	-1,222,750	0.00 %
502 - INFORMATION TECHNOLOGY	1,786,700	1,786,700	1,875	1,875	-1,784,825	0.10 %
503 - PARK EQUIP & FACILITY FUND	400,000	400,000	0	0	-400,000	0.00 %
504 - INSURANCE FUND	1,010,800	1,010,800	0	0	-1,010,800	0.00 %
601 - SILVERROCK RESORT	4,157,693	4,157,693	94,840	94,840	-4,062,853	2.28 %
602 - SILVERROCK GOLF RESERVE	67,000	67,000	0	0	-67,000	0.00 %
760 - SUPPLEMENTAL PENSION PLA	6,000	6,000	0	0	-6,000	0.00 %
761 - CERBT OPEB TRUST	80,000	80,000	0	0	-80,000	0.00 %
762 - PARS PENSION TRUST	700,000	700,000	95,647	95,647	-604,353	13.66 %
Report Total:	89,594,439	89,594,439	1,171,291	1,171,291	-88,423,148	1.31 %

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

Expenditure Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	55,162,726	55,162,726	664,170	664,170	54,498,556	1.20 %
201 - GAS TAX FUND	2,007,500	2,007,500	2,571	2,571	2,004,929	0.13 %
202 - LIBRARY & MUSEUM FUND	4,306,510	4,306,510	6,756	6,756	4,299,754	0.16 %
210 - FEDERAL ASSISTANCE FUND	148,350	148,350	0	0	148,350	0.00 %
212 - SLESA (COPS) FUND	100,000	100,000	0	0	100,000	0.00 %
215 - LIGHTING & LANDSCAPING FU	2,257,400	2,257,400	89,258	89,258	2,168,142	3.95 %
221 - AB 939 - CALRECYCLE FUND	150,000	150,000	0	0	150,000	0.00 %
223 - MEASURE A FUND	1,220,500	1,220,500	0	0	1,220,500	0.00 %
226 - EMERGENCY MANAGEMENT F	12,000	12,000	0	0	12,000	0.00 %
227 - STATE HOMELAND SECURITY F	5,000	5,000	0	0	5,000	0.00 %
230 - CASp FUND, AB 1379	5,600	5,600	0	0	5,600	0.00 %
235 - SO COAST AIR QUALITY FUND	42,500	42,500	0	0	42,500	0.00 %
241 - HOUSING AUTHORITY	1,542,200	1,542,200	22,848	22,848	1,519,352	1.48 %
243 - RDA LOW-MOD HOUSING FUN	250,000	250,000	0	0	250,000	0.00 %
247 - ECONOMIC DEVELOPMENT FL	21,500	21,500	0	0	21,500	0.00 %
249 - SA 2011 LOW/MOD BOND FUI	20,000	20,000	0	0	20,000	0.00 %
250 - TRANSPORTATION DIF FUND	604,500	604,500	0	0	604,500	0.00 %
253 - LIBRARY DEVELOPMENT DIF	30,000	30,000	0	0	30,000	0.00 %
254 - COMMUNITY & CULTURAL CEI	125,000	125,000	0	0	125,000	0.00 %
270 - ART IN PUBLIC PLACES FUND	127,000	127,000	0	0	127,000	0.00 %
310 - LQ FINANCE AUTHORITY DEBT	1,100	1,100	0	0	1,100	0.00 %
401 - CAPITAL IMPROVEMENT PROC	9,894,806	9,894,806	4,534	4,534	9,890,272	0.05 %
501 - FACILITY & FLEET REPLACEMEI	1,222,750	1,222,750	24,039	24,039	1,198,711	1.97 %
502 - INFORMATION TECHNOLOGY	1,786,700	1,786,700	278,865	278,865	1,507,835	15.61 %
503 - PARK EQUIP & FACILITY FUND	255,000	255,000	0	0	255,000	0.00 %
504 - INSURANCE FUND	936,800	936,800	110,032	110,032	826,768	11.75 %
601 - SILVERROCK RESORT	4,161,262	4,161,262	157,586	157,586	4,003,676	3.79 %
760 - SUPPLEMENTAL PENSION PLA	12,850	12,850	0	0	12,850	0.00 %
761 - CERBT OPEB TRUST	1,500	1,500	0	0	1,500	0.00 %
762 - PARS PENSION TRUST	52,000	52,000	5,019	5,019	46,981	9.65 %
Report Total:	86,463,054	86,463,054	1,365,677	1,365,677	85,097,377	1.58 %

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

[Click Here to Return to Agenda Fund Descriptions](#)

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

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City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: APPROVE PURCHASE AND SALE AGREEMENT WITH BAY SHORE INC. TO ACQUIRE CERTAIN PROPERTY LOCATED AT 78370 HIGHWAY 111 FOR PARK AREA TO INTEGRATE WITH CV LINK REGIONAL TRAIL PROJECT

RECOMMENDATION

Approve Purchase and Sale Agreement with Bay Shore Inc. to acquire certain property located at 78370 Highway 111 for park area to integrate with CV Link Regional Trail project; and authorize the City Manager to execute the Agreement.

EXECUTIVE SUMMARY

- The property is located near the Point Happy Shopping Center and would be developed as a park area and future connector to CV Link Regional Trail (Attachment 1).
- Under the Purchase and Sale Agreement (Attachment 2), the Seller has agreed to the market value price of \$600,000 and a 30-day escrow.
- Roughly 30% of the property acquisition cost would be grant funding from the Proposition 68 program which promotes creation and improvement of parks, trails, and other recreational amenities.
- Acquiring this property would further the City's goals of fostering multi-modal transportation, health and wellness, and parks and open space as outlined in the General Plan 2035.

FISCAL IMPACT

The total acquisition cost of the parcel is \$600,000. Funds from Prop 68 in the amount of \$203,321.54 will offset the cost, and the remaining amount including escrow fees will be paid using the City's Land Acquisition account 101-1007-74010.

BACKGROUND/ANALYSIS

The property to be purchased is located near the Point Happy Shopping Center along the Whitewater Wash and is comprised of 0.57 acres. It is proposed to be developed as a small park area featuring shade structures, seating, and water fountains and could serve as a future connection to the CV Link Regional Trail. The property would be acquired leveraging grant funding from the Proposition 68 program which promotes creation and improvement of parks, trails and other recreational amenities. The development of the property would help promote an active lifestyle and safely connect the City with the surrounding cities of the Coachella Valley.

ALTERNATIVES

Council may elect not to proceed with the acquisition.

Prepared by: Gil Villalpando, Director
Approved by: Jon McMillen, City Manager

Attachments: 1. Area Map
2. Purchase and Sale Agreement



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

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of _____, 2021 (“Effective Date”) by and between BAY SHORE INC., A PROFIT SHARING PLAN AND TRUST FBO MICHAEL J. SHOVLIN AND CLAUDIA F. SHOVLIN, TRUSTEES (“Seller”), and the CITY OF LA QUINTA, a California municipal corporation and charter city (“Buyer”).

R E C I T A L S:

A. Seller is the owner of that certain real property located in the City of La Quinta, County of Riverside, State of California, more particularly described in the legal description attached hereto as Exhibit “A” (the “Property”). The Property is partially improved with a parking lot.

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

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained, the parties hereto agree as follows:

1. **PROPERTY.** Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Property.

2. **PURCHASE PRICE.**

2.1 **Amount.** The purchase price which Seller agrees to accept, and Buyer agrees to pay for the Property is the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000) (“Purchase Price”).

2.2 **Deposit of Purchase Price.** The Buyer shall deposit the Purchase Price with the Escrow Holder, plus Buyer’s closing costs and subject to adjustment for prorations and other charges, in good funds prior to the “Close of Escrow” (as defined in Section 6.1 below).

3. **ESCROW.**

3.1 **Opening of Escrow.** Closing of the sale of the Property shall take place through an escrow (“Escrow”) to be established within three (3) business days after the execution of this Agreement by the parties hereto, with Stewart Title of California (“Escrow Holder”) at its office located at 73020 El Paseo Ste 103, Palm Desert, California 92260. The opening of the Escrow (the “Opening of Escrow”) shall be deemed to be the date that a fully executed copy of this

Agreement is delivered to the Escrow Holder. Escrow Holder is instructed to notify Buyer and Seller in writing of the date of the Opening of Escrow.

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

4. TITLE MATTERS. Buyer shall obtain a preliminary title report prepared by Stewart Title of California ("Title Company") describing the state of title of the Property together with copies of all underlying documents (the "Preliminary Title Report"). Buyer may, at its sole cost and expense, obtain a current survey of the Property (a "Survey"). Notwithstanding anything herein to the contrary, Seller shall be obligated to remove all monetary encumbrances against the Property excluding non-delinquent real property taxes (except as otherwise provided in Section 9 below). Buyer shall notify Seller in writing of any objections Buyer may have to title exceptions contained in the Preliminary Title Report or matters shown on the Survey (if Buyer has obtained) no later than the date which is twenty-one (21) days after the later of (i) its receipt of the Preliminary Title Report or (ii) its receipt of the Survey ("Buyer's Objection Notice"). Buyer's approval or disapproval of the matters set forth in the Preliminary Title Report (and the Survey, if applicable) may be granted or withheld in Buyer's sole and absolute discretion. Buyer's failure to provide Seller with a Buyer's Objection Notice within said period shall constitute Buyer's approval of all exceptions to title shown on the Preliminary Title Report and all matters shown on the Survey (if Buyer has obtained). Seller shall have a period of five (5) days after receipt of Buyer's Objection Notice in which to deliver written notice to Buyer ("Seller's Notice") of Seller's election to either (i) agree to remove the objectionable items on the Preliminary Title Report or Survey prior to the Close of Escrow, or (ii) decline to remove any such title exceptions or Survey matters and terminate Escrow and the obligations of Buyer and Seller to purchase and sell the Property under this Agreement, in which event the provisions of Section 10.3 below shall apply. Seller's failure to provide Buyer with Seller's Notice within said period shall constitute Seller's election to remove the objectionable items on the Preliminary Title Report. If Seller notifies Buyer of its election to terminate rather than remove the objectionable items on the Preliminary Title Report or Survey, Buyer shall have the right, by written notice delivered to Seller within five (5) days after Buyer's receipt of Seller's Notice, to agree to accept the Property subject to the objectionable items, in which event Seller's election to terminate shall be of no effect, and Buyer shall take title at the Close of Escrow subject to such objectionable items without any adjustment to or credit against the Purchase Price. All exceptions to title shown on the Preliminary Title Report, other than those which Seller may agree to remove pursuant to this Section 4, shall be deemed to have been approved by Buyer unless Seller is notified otherwise in writing.

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

5. RIGHT OF ENTRY. Beginning on the Effective Date up to and including the Closing Date, Seller grants Buyer, its agents, contractors, employees, and representatives, the right to enter into and upon the Property at reasonable times for the purposes related to Buyer's inspection and proposed acquisition of the Property. Buyer shall not disturb the physical condition of the Property, or do any intrusive testing of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Any costs, expenses, or charges incurred or related to Buyer's activities under this right of entry shall be at the sole cost and expense of Buyer and at no cost and expense to Seller. Buyer shall, at its own cost and expense entirely, repair any damage to the Property resulting from any such entry and shall restore the Property to its condition prior to such entry. Buyer agrees to indemnify, defend and hold Seller and the Property harmless from any and all claims, liabilities, liens, actions, judgments, costs, expense, or charges (including without limitation attorneys' fees and costs) arising from or connected or related in any way to the right of entry granted under this Agreement.

6. CLOSE OF ESCROW.

6.1 Close of Escrow; Closing Date. Provided that all of the conditions of this Agreement precedent to the "Close of Escrow" (as hereinafter defined) as set forth in Section 10 below have been satisfied (or waived by the appropriate party) prior to or on the Closing Date, the Closing of this transaction for the sale and purchase of the Property shall take place on November 30, 2021 ("Outside Closing Date"). Notwithstanding the foregoing, if Buyer and Seller agree to advance the Closing, and so long as all of "Buyer's Conditions to Closing" and all of "Seller's Conditions to Closing" (as those terms are defined in Section 10) have been satisfied (or waived by the appropriate party), Seller and Buyer may elect to authorize the Closing before the Outside Closing Date. The terms "Close of Escrow", "Closing Date" and the "Closing" are used herein to mean the time Seller's grant deed conveying fee title to the Property to Buyer is recorded in the Official Records of the Office of the County Recorder of Riverside ("Official Records"). If Escrow is not in a condition to close by the Outside Closing Date, either party not then in default hereunder may, upon five (5) days advance written notice to the other party and Escrow Holder, elect to terminate this Agreement and the Escrow. No such termination shall release either party then in default from liability for such default. If neither party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible.

6.2 Recordation; Release of Funds and Documents.

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

6.2.2 Upon the Closing, Escrow Holder shall deliver (i) the Purchase Price to Seller, less any amount to Closing costs, including property taxes and/or assessments allocable to Seller pursuant to Section 9 below, and (ii) conformed copies of all recorded documents to both Buyer and Seller.

6.2.3 Escrow Holder is authorized to request from Seller a fully executed copy of the Grant Deed at any time prior to the Close of Escrow, for submission to Buyer for the sole

purpose of Buyer's acceptance of same, in order to place such Grant Deed in a form ready for recording at the Close of Escrow. If Buyer receives such an executed Grant Deed prior to Close of Escrow, Buyer is authorized only to affix its acceptance thereon, or perform such other acts as are required to place the Grant Deed in a recordable form, but may not record the Grant Deed at any time prior to the Close of Escrow.

7. DELIVERY OF DOCUMENTS REQUIRED FROM BUYER AND SELLER.

7.1 Buyer's Obligations. Buyer agrees that on or before 5:00 p.m. of the last business day immediately preceding the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

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

7.2 Seller's Obligations. Seller agrees that on or before 5:00 p.m. of the last business day immediately preceding the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder each of the following:

- (a) the executed and acknowledged Grant Deed, subject only to the Permitted Exceptions (defined hereafter), and any prior submission to Buyer for acceptance, as provided in Paragraph 6.2.3 above;
- (b) a Certificate of Non-Foreign Status (the "Non-Foreign Affidavit") executed and acknowledged by Seller in the form attached hereto as Exhibit "C"; and
- (c) all other funds, items, and instruments required from Seller (executed and acknowledged where appropriate) as may be reasonably necessary in order for the Escrow Holder to comply with the provisions of this Agreement and consummate the transaction.

8. TITLE INSURANCE POLICY.

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

- (a) non-delinquent real property taxes, subject to Seller's obligations to pay certain taxes pursuant to Section 9 below;
- (b) covenants, conditions, restrictions and reservations of record that do not interfere with the Buyer's proposed use of the Property, as determined in the sole and absolute discretion of Buyer;

- (c) easements or rights-of-way over the Property for public or quasi-public utility or public street purposes;
- (d) title exceptions approved or deemed approved by Buyer pursuant to Section 4 above;
- (e) any other exceptions approved by Buyer; and
- (f) the standard printed conditions and exceptions contained in the CLTA standard owner's policy of title insurance regularly issued by the Title Company.

8.2 Payment for Title Policy. Buyer shall be responsible for all charges for the Title Policy, and Surveys if elected by Buyer.

9. REAL PROPERTY TAXES AND ASSESSMENTS. Upon Buyer's acquisition of fee title to the Property, the Property will be exempt from the payment of property taxes due to Buyer's status as a public agency. Seller shall be responsible for paying (through Escrow at Closing) all real and personal property taxes and assessments which are of record as of the Closing Date and/or have accrued against the Property prior to (and including) the Closing Date (notwithstanding whether such taxes and/or assessments are due and payable as of the Closing Date). Seller shall be responsible for paying for all real or personal property taxes or assessments assessed against the Property after the Closing for any period prior to the Closing.

10. CONDITIONS PRECEDENT TO CLOSING.

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

- (a) on the Closing Date, the Title Company shall be irrevocably committed to issue the Title Policy pursuant to Section 8.1 above insuring fee title to the Property as being vested in Buyer, subject only to the Permitted Exceptions;
- (b) Escrow Holder holds all instruments and funds required for the Closing and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement;
- (c) except as otherwise permitted by this Agreement, all representations and warranties by the Seller in this Agreement shall be true on and as of the Closing Date as though made at that time and all covenants of Seller pursuant to this Agreement shall have been fulfilled by the Closing Date; and
- (d) Seller is not in material default of any term or condition of this Agreement.

In the event that any of Buyer's Conditions to Closing are not satisfied, deemed satisfied, or waived in a writing signed by Buyer prior to the expiration of the applicable period for satisfaction or waiver, Buyer may terminate this Agreement.

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

(a) Escrow Holder holds the Purchase Price and all other instruments and funds required for the Closing and will deliver to Seller the instruments and funds, including but not limited to the Purchase Price (less any offsets against Seller specifically provided for hereunder) accruing to Seller pursuant to this Agreement;

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

(c) Buyer is not in material default of any term or condition of this Agreement.

In the event that any of Seller’s Conditions to Closing are not satisfied, deemed satisfied, or waived in a writing signed by Seller prior to the expiration of the applicable period for satisfaction or waiver, Seller may terminate this Agreement.

11. NOTICE OF DEFAULT. Upon a default by either Seller or Buyer under this Agreement, the non-defaulting party shall notify the defaulting party and Escrow Holder in writing of such default. If the non-defaulting party gives such notice, the notice shall set forth with specificity the alleged default and the defaulting party shall have ten (10) days to cure the default. If the defaulting party does not cure the default within ten (10) days of the receipt of such notice, the non-defaulting party may elect to terminate this Agreement and pursue the remedies provided in Section 12 below.

12. WAIVER OF DAMAGES, SPECIFIC PERFORMANCE. In the event a party defaults under this Agreement, the non-defaulting party’s sole and exclusive remedy will be for specific performance of this Agreement. EACH PARTY HEREBY WAIVES ANY RIGHT TO PURSUE DAMAGES RESULTING FROM A DEFAULT OR BREACH OF THIS AGREEMENT, AND IN NO EVENT SHALL THE DEFAULTING PARTY BE LIABLE FOR DAMAGES FOR A DEFAULT OR BREACH OF DEFAULTING PARTY’S OBLIGATION UNDER THIS AGREEMENT, ALL OF WHICH RIGHTS ARE HEREBY WAIVED AND RELINQUISHED BY THE NON-DEFAULTING PARTY. The parties agree that the foregoing limitation on their respective remedies and measure of damages is reasonable under all of the circumstances of this Agreement, and is a material consideration for the parties entering into this Agreement.

Seller’s Initials

Buyer’s Initials

13. POSSESSION. Possession of the Property, free from all tenancies, parties in possession and occupants, shall be delivered by Seller to Buyer on the Closing Date, subject only to the Permitted Exceptions.

14. ALLOCATION OF COSTS.

14.1 Buyer's Costs. Buyer shall pay any escrow fees or similar charges of Escrow Holder, all charges for the Title Policy, and Surveys if elected by Buyer, and the cost of recording the Grant Deed and any other recording charges.

14.2 Miscellaneous Costs. Except to the extent otherwise specifically provided herein, all other expenses incurred by Seller and Buyer with respect to the negotiation, documentation and closing of this transaction, including, without limitation, attorneys' fees, shall be borne and paid by the party incurring same.

15. CONDEMNATION. In the event that, prior to the Close of Escrow, any governmental entity (other than the City of La Quinta) shall commence any proceedings of or leading to eminent domain or similar type proceedings to take all or any portion of the Property, Buyer or Seller shall promptly meet and confer in good faith to evaluate the effect of such action on the purposes of this Agreement.

16. DAMAGE. If the Property is damaged or destroyed by any casualty (a "Casualty") after the Effective Date, but prior to the Closing, and the costs to repair or restore same shall exceed Fifteen Thousand Dollars (\$15,000.00) (as reasonably determined by Seller and Buyer), then Buyer shall have the option to terminate this Agreement by delivery of a Termination Notice to Seller prior to the Closing. In the alternative, if a Casualty shall occur prior to the Closing, and if Buyer does not so exercise its right to terminate, then Buyer shall proceed with the Closing and upon consummation of the transaction herein provided, Seller shall assign to Buyer all claims of Seller under or pursuant to any applicable casualty insurance coverage and all proceeds from any such casualty insurance received by Seller on account of any such Casualty, the damage from which shall not have been repaired by Seller prior to the Closing, and provide Buyer with a credit against the Purchase Price in an amount equal to the deductible under such casualty insurance coverage. Seller agrees to execute any documents reasonably necessary to effectuate the provisions of this Section 16.

17. HAZARDOUS MATERIALS. To the best of Seller's knowledge (without any obligation of Seller to further investigate), the Property has not at any time been used for the purposes of storing, manufacturing, releasing or dumping Hazardous Materials. For purposes of this Agreement, the term "Hazardous Materials" shall mean (1) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances deemed as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601, et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300 et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; the Hazardous Waste Control Law, California Health and Safety Code § 25025 et seq., the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code, Division 20, Chapter 6.8, the Hazardous

Materials Release Response Plans and Inventory Act, California Health and Safety Code, Division 20, Chapter 6.95, The Underground Storage of Hazardous Substances Act, California Health and Safety Code, Division 20, Chapter 6.7, the Porter-Cologne Act, California Water Code § 13050 et seq. and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively the “Environmental Laws”); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation, ordinance or common law doctrine, including any Environmental Law, now or hereafter in effect, including, but not limited to, (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) polychlorinated biphenyls (PCB’s) and (I) ureaformaldehyde.

18. COVENANTS OF SELLER. Seller agrees that during the period between the Effective Date of this Agreement and the Closing Date:

(a) Seller shall maintain the Property in not less than the state of repair as that existing on the Effective Date (excepting ordinary wear and tear);

(b) Seller shall not convey, grant, lease, assign, mortgage, hypothecate, encumber, or otherwise transfer (on or off record) the Property or any interest therein;

(c) Prior to Closing, Seller shall maintain Seller’s existing insurance on the Property; and

(d) Prior to the Closing, Seller shall not alter the physical condition of the Property or introduce or release, or permit the introduction or release, of any Hazardous Materials in, from, under, or on the Property.

19. MISCELLANEOUS.

19.1 Assignment. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors, and assigns. Neither party to this Agreement may assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent and approval of the other party, which consent and approval shall not be unreasonably withheld. No provision of this Agreement is intended nor shall in any way be construed to benefit any party not a signatory hereto or to create a third party beneficiary relationship.

19.2 Notices. All notices under this Agreement shall be effective upon personal delivery, upon delivery by reputable overnight courier service that provides a receipt with the date and time of delivery, or two (2) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To Seller: Michael Shovlin, Trustee
900 Island Dr. APT 312
Rancho Mirage, CA 92270

To Buyer: City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
Attn: City Manager

Copy to: Rutan & Tucker, LLP
18575 Jamboree Rd, 9th Floor
Irvine, California 92612
Attn: William H. Ihrke

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

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

19.5 Choice of Laws; Litigation Matters. This Agreement shall be governed by the internal laws of the State of California and any question arising hereunder shall be construed or determined according to such law. The Superior Court of the State of California in and for the County of Riverside, or such other appropriate court in such county, shall have exclusive jurisdiction of any litigation between the parties concerning this Agreement. Service of process on Buyer shall be made in accordance with California law. Service of process on Seller shall be made in any manner permitted by California law and shall be effective whether served inside or outside California.

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

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

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

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

19.10 Time Period Computations. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and California state or national holidays unless the reference is to business days, in which event such weekends and holidays shall be excluded in the computation of time and provide that if the last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or California state or national holiday, such act or notice shall be deemed to have been timely performed or given on the next succeeding day which is not a Saturday, Sunday or California state or national holiday.

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

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

19.13 Duplicate Originals. This Agreement may be executed in any number of duplicate originals or counterparts, all of which shall be of equal legal force and effect.

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

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

Exhibit "A"	Legal Description of Property
Exhibit "B"	Grant Deed
Exhibit "C"	Non-Foreign Affidavit

19.16 Authority. The person(s) 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) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

19.17 Entire Agreement; Amendment. Except as set forth above, this Agreement and the exhibits incorporated herein contain the entire agreement of Buyer and Seller with respect to the

matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

[END -- SIGNATURE PAGE FOLLOWS]

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

SELLER:

BAY SHORE INC., A PROFIT SHARING
PLAN AND TRUST FBO MICHAEL J.
SHOVLIN AND CLAUDIA F. SHOVLIN,
TRUSTEES

By: _____
Michael J. Shovlin, Trustee

By: _____
Claudia F. Shovlin, Trustee

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BUYER:

CITY OF LA QUINTA, a California
municipal corporation and charter city

By: _____
Jon McMillen, City Manager

[end of signatures]

Stewart Title of California, Inc. agrees to act as Escrow Holder in accordance with the terms of this Agreement that are applicable to it.

STEWART TITLE OF CALIFORNIA, INC.

By: _____

Name: Tamara Castro

Its: Escrow Officer

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The real property and improvements thereon situated in the State of California, County of Riverside, City of La Quinta, are described as follows:

LOT 1

THAT PORTION OF PARCEL 8 OF PARCEL MAP NO. 29736, AS FILED IN BOOK 197. AT PAGES 28 THROUGH 30, INCLUSIVE OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF PARCEL 9 OF PARCEL MERGER NO. 2004-457, RECORDED AS INSTRUMENT NO 2004-0319136. IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 8; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 8, NORTH 88°57'27" EAST, 38.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE EASTERLY ALONG SAID TANGENT CURVE AND SAID NORTHERLY LINE OF PARCEL 8 THROUGH A CENTRAL ANGLE OF 02°46'20", AN ARC DISTANCE OF 96 77 FEET; THENCE SOUTHERLY LEAVING SAID NORTHERLY LINE OF PARCEL 8, SOUTH 05°08'10" WEST, 161.76 FEET; THENCE SOUTH 21°20'54" EAST, 61.42' FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 8, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 70.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 16°59'07" EAST; THENCE' SOUTHWESTERLY ALONG SAID CURVE AND THE SOUTHEASTERLY LINE OF SAID PARCEL 8 THROUGH A CENTRAL ANGLE OF- 56°31'12", AN ARC DISTANCE OF 69.05 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 8: THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF PARCEL 8. NORTH 73°30'19" WEST, 41.57 FEET TO THE WESTERLY LINE OF SAID PARCEL 8: THENCE NORTHERLY ALONG SAID WESTERLY LINE OF PARCEL 8, NORTH 20°59'54" EAST, 29.46 FEET; THENCE NORTH 17°31'33" WEST, 108.69 FEET: THENCE NORTH 51°18'54" WEST, 46.05 FEET; THENCE NORTH 15°43'37" EAST, 42.07 FEET; THENCE NORTH 11°00'51" WEST, 54.02 FEET TO THE POINT OF BEGINNING, THE PRECEDING 5 COURSES BEING ON SAID WESTERLY LINE OF PARCEL 8.

LOT 1 CONTAINS 24.750 SQUARE FEET (0.568 ACRES). MORE OR LESS.

EXHIBIT “B”
FORM OF GRANT DEED

[SEE ATTACHED]

RECORDING REQUESTED BY AND:
WHEN RECORDED MAIL TO:

City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
Attn: City Manager

Space above this line for Recorder's Use
Exempt from Recordation Fee per Gov. Code § 27383

MAIL TAX STATEMENTS TO:

City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
Attn: City Manager

The undersigned declares exemption under the following:
Exempt from recording fee pursuant to Government Code
Section 27383; recorded by a municipality
Exempt from documentary transfer tax pursuant to Revenue
and Taxation Code Section 11922; government agency
acquiring title

Order No. _____
Escrow No. _____

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, BAY SHORE INC., A PROFIT SHARING PLAN AND TRUST FBO MICHAEL J. SHOVLIN AND CLAUDIA F. SHOVLIN, TRUSTEES hereby grants, conveys, and transfers to the CITY OF LA QUINTA a California municipal corporation and charter city, the real property in the County of Riverside, State of California, described on Attachment No. 1 attached hereto and incorporated herein by reference (the "Property").

[continued on following page]

The Property conveyed hereby is subject to all matters of record.

“SELLER”

BAY SHORE INC., A PROFIT SHARING
PLAN AND TRUST FBO MICHAEL J.
SHOVLIN AND CLAUDIA F. SHOVLIN,
TRUSTEES

Date: _____

By: _____
Michael J. Shovlin, Trustee

Date: _____

By: _____
Claudia F. Shovlin, Trustee

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance is to certify that the interest in real property conveyed by the grant deed dated _____, from BAY SHORE INC., A PROFIT SHARING PLAN AND TRUST FBO MICHAEL J. SHOVLIN AND CLAUDIA F. SHOVLIN, TRUSTEES (“Grantor”), to the CITY OF LA QUINTA, a California municipal corporation and charter city (“Grantee”), is hereby accepted by order of the CITY OF LA QUINTA pursuant to authority conferred on by Resolution No. 2012-008, adopted by the Grantee’s City Council on April 17, 2012, and Grantee hereby consents to recordation thereof by its duly authorized officer.

Date: _____

“GRANTEE”

CITY OF LA QUINTA

By: _____

Jon McMillen, City Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

ATTACHMENT NO. 1 TO GRANT DEED

LEGAL DESCRIPTION OF REAL PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1

THAT PORTION OF PARCEL 8 OF PARCEL MAP NO. 29736, AS FILED IN BOOK 197. AT PAGES 28 THROUGH 30, INCLUSIVE OF MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF PARCEL 9 OF PARCEL MERGER NO. 2004-457, RECORDED AS INSTRUMENT NO 2004-0319136. IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 8; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 8, NORTH 88°57'27" EAST, 38.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET; THENCE EASTERLY ALONG SAID TANGENT CURVE AND SAID NORTHERLY LINE OF PARCEL 8 THROUGH A CENTRAL ANGLE OF 02°46'20", AN ARC DISTANCE OF 96 77 FEET; THENCE SOUTHERLY LEAVING SAID NORTHERLY LINE OF PARCEL 8, SOUTH 05°08'10" WEST. 161.76 FEET; THENCE SOUTH 21°20'54" EAST, 61.42' FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL 8, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 70.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 16°59'07" EAST; THENCE' SOUTHWESTERLY ALONG SAID CURVE AND THE SOUTHEASTERLY LINE OF SAID PARCEL 8 THROUGH A CENTRAL ANGLE OF- 56°31'12", AN ARC DISTANCE OF 69.05 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 8: THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF PARCEL 8. NORTH 73°30'19" WEST, 41.57 FEET TO THE WESTERLY LINE OF SAID PARCEL 8: THENCE NORTHERLY ALONG SAID WESTERLY LINE OF PARCEL 8, NORTH 20°59'54" EAST, 29.46 FEET; THENCE NORTH 17°31'33" WEST, 108.69 FEET: THENCE NORTH 51°18'54" WEST, 46.05 FEET; THENCE NORTH 15°43'37" EAST, 42.07 FEET; THENCE NORTH 11°00'51" WEST, 54.02 FEET TO THE POINT OF BEGINNING, THE PRECEDING 5 COURSES BEING ON SAID WESTERLY LINE OF PARCEL 8.

LOT 1 CONTAINS 24.750 SQUARE FEET (0.568 ACRES). MORE OR LESS.

EXHIBIT “C”

AFFIDAVIT OF NON-FOREIGN ENTITY

TO: CITY OF LA QUINTA (“**Buyer**”)

The Internal Revenue Code of 1954 (“**Code**”) (26 U.S.C. Sections 1445, 7701) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon transfer of that certain U.S. real property interest described in Exhibit “A” to the Agreement for Purchase and Sale and Escrow Instructions dated _____, 2021, and incorporated herein by reference (“**Property**”), that the undersigned (“**Seller**”) hereby certifies the following:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and
2. The U.S. taxpayer identification number for Seller is _____; and
3. The address for mailing purposes of Seller is: _____; and
4. Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein could be punished by fine, imprisonment, or both.

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

SELLER:

BAY SHORE INC., A PROFIT SHARING
PLAN AND TRUST FBO MICHAEL J.
SHOVLIN AND CLAUDIA F. SHOVLIN,
TRUSTEES

Dated: _____, 20__

By: _____
Michael J. Shovlin, Trustee

Dated: _____, 20__

By: _____
Claudia F. Shovlin, Trustee

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

**BAY SHORE INC., A PROFIT SHARING PLAN AND TRUST FBO MICHAEL J.
SHOVLIN AND CLAUDIA F. SHOVLIN, TRUSTEES**

(“SELLER”)

AND

**CITY OF LA QUINTA
(“BUYER”)**

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EXHIBITS

- Exhibit “A” Legal Description of Property
- Exhibit “B” Form of Grant Deed
- Exhibit “C” Form of Affidavit of Non-Foreign Entity

City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: AWARD CONTRACT TO HARDY AND HARPER, INC. FOR THE LAKE CAHUILLA ROAD PAVEMENT IMPROVEMENT PROJECT NO. 2021-07 LOCATED BETWEEN THE QUARRY DEVELOPMENT ENTRANCE AND LAKE CAHUILLA PARK

RECOMMENDATION

Award a contract to Hardy and Harper, Inc. in the amount \$115,000 for the Lake Cahuilla Road Pavement Improvement Project No. 2021-07, located between the Quarry development entrance and Lake Cahuilla Park; and authorize the City Manager to execute the contract, contingent upon a Funding Agreement with the County of Riverside, City of Indian Wells and IRONMAN.

EXECUTIVE SUMMARY

- This project will place a two-inch (2”) asphalt concrete overlay onto the existing Lake Cahuilla Road for approximately 2,000 feet between the Quarry development entrance and Lake Cahuilla Park (Attachment 1).
- This project request is for safety purposes since this road is part of the IRONMAN route. The improvements will help protect cyclists from the hazards of cracked and uneven pavement.
- Hardy & Harper, Inc. of Lake Forest, California, submitted the lowest responsible and responsive bid at \$115,000 (Attachment 2).

FISCAL IMPACT

This project is not part of the City’s Capital Improvement Program (CIP). Staff is currently working on a cost-share Funding Agreement with the County of Riverside, Indian Wells and IRONMAN. Funds are available in the Road Improvements account 201-7003-72111 in the amount of \$100,000. The following is the requested project budget:

	Total Budget
Professional/Design:	\$ 5,000
Inspection/Testing/Survey:	\$ 1,254
Permitting:	\$ 346
Construction:	\$ 115,000
Contingency:	\$ 28,400
Total Budget:	\$ 150,000

Staff anticipates that the County will fund \$75,000 and the remainder would be split between La Quinta, Indian Wells, and IRONMAN at an anticipated cost of \$25,000 each.

BACKGROUND/ANALYSIS

As part of the preparation for this year's IRONMAN event, staff inspected the route and found that the section of Lake Cahuilla Road between the Quarry development entrance and Lake Cahuilla Park is in need of repair. The road currently is heavily cracked and uneven which could make it difficult for pedestrian and bicycle users to use the road.

City Staff is currently working on a Funding Agreement with the County of Riverside, Indian Wells and IRONMAN. The City is working to meet a December deadline to complete the road repair.

On October 5, 2021, staff solicited construction bids from qualified contractors. Nine bids were received on October 27, 2021. Hardy & Harper, Inc. of Lake Forest, California, submitted the lowest responsible and responsive bid at \$115,000.

Contingent upon award of the project on November 2, 2021, the following is the project schedule:

Council Considers Project Award	November 2, 2021
Execute Contract and Mobilize	November 3 to November 15, 2021
Construction (10 Working Days)	November 15 to November 30, 2021
Accept Improvements	December 2021

ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Julie Mignogna, Management Analyst

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

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

Exhibit A



**Cahuilla Park Road "Road"
Approximately 2000 Feet**

[Click Here to Return to Agenda](#)

Engineer's Estimate - Base Bid						Hardy & Harper, Inc.		All American Asphalt		United Paving Co.		ATP General Engineering Contractors		LC Paving & Sealing, Inc.		Granite Construction Co.		Onyx Paving Company, Inc.		Prestige Paving Company		NGP Inc.	
Item	Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 8,946.00	\$ 8,946.00	\$ 5,841.25	\$ 5,841.25	\$ 6,473.00	\$ 6,473.00	\$ 10,000.00	\$ 10,000.00	\$ 2,920.06	\$ 2,920.06	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,361.00	\$ 5,361.00	\$ 25,000.00	\$ 25,000.00
2	Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,216.00	\$ 4,216.00	\$ 24,000.00	\$ 24,000.00	\$ 7,688.29	\$ 7,688.29	\$ 4,000.00	\$ 4,000.00	\$ 27,000.00	\$ 27,000.00	\$ 12,102.00	\$ 12,102.00	\$ 6,000.00	\$ 6,000.00
3	Dust Control	LS	1	\$ 3,048.50	\$ 3,048.50	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 3,130.45	\$ 3,130.45	\$ 841.50	\$ 841.50	\$ 8,000.00	\$ 8,000.00	\$ 3,694.00	\$ 3,694.00	\$ 1,000.00	\$ 1,000.00
4	Clearing and Grubbing	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 59.00	\$ 59.00	\$ 10,000.00	\$ 10,000.00	\$ 5,292.79	\$ 5,292.79	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,548.00	\$ 2,548.00	\$ 6,000.00	\$ 6,000.00
5	2" AC Overlay	SF	63,850	\$ 1.70	\$ 108,545.00	\$ 1.30	\$ 83,005.00	\$ 1.45	\$ 92,582.50	\$ 1.19	\$ 75,981.50	\$ 1.19	\$ 75,981.50	\$ 1.35	\$ 86,197.50	\$ 1.75	\$ 111,737.50	\$ 1.23	\$ 78,535.50	\$ 1.84	\$ 117,484.00	\$ 3.00	\$ 191,550.00
6	2" Grind and Overlay	SF	1,649	\$ 5.50	\$ 9,069.50	\$ 3.00	\$ 4,947.00	\$ 2.25	\$ 3,710.25	\$ 4.70	\$ 7,750.30	\$ 2.36	\$ 3,891.64	\$ 8.45	\$ 13,934.05	\$ 4.00	\$ 6,596.00	\$ 3.00	\$ 4,947.00	\$ 7.78	\$ 12,829.22	\$ 3.50	\$ 5,771.50
7	2" Grind and Place Variable Thickness AC Overlay (2" - 4")	SF	3,534	\$ 5.50	\$ 19,437.00	\$ 3.00	\$ 10,602.00	\$ 2.50	\$ 8,835.00	\$ 8.62	\$ 30,463.08	\$ 2.90	\$ 10,248.60	\$ 6.46	\$ 22,829.64	\$ 5.00	\$ 17,670.00	\$ 4.00	\$ 14,136.00	\$ 8.73	\$ 30,851.82	\$ 3.75	\$ 13,252.50
8	Striping, Including All Incidentals	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,241.00	\$ 5,241.00	\$ 5,800.00	\$ 5,800.00	\$ 6,702.27	\$ 6,702.27	\$ 3,500.00	\$ 3,500.00	\$ 13,381.50	\$ 13,381.50	\$ 5,478.00	\$ 5,478.00	\$ 5,100.00	\$ 5,100.00
Sub-Total Base Bid:					\$ 178,600.00		\$ 115,000.00		\$ 118,969.00		\$ 130,183.88		\$ 140,171.74		\$ 148,695.05		\$ 155,345.00		\$ 161,000.00		\$ 190,348.04		\$ 253,674.00

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City of La Quinta

CITY COUNCIL MEETING: November 2, 2021

STAFF REPORT

AGENDA TITLE: INTRODUCE FOR FIRST READING AN ORDINANCE ADDING CHAPTER 6.05 TO THE LA QUINTA MUNICIPAL CODE RELATED TO SHORT-LIVED CLIMATE POLLUTANTS (ORGANICS WASTE MANAGEMENT AND RECYCLING) PURSUANT TO SENATE BILL 1383 (STATS. 2016, CH. 395)

RECOMMENDATION

- A. Move to take up Ordinance No. ____ by title and number only and waive further reading.
- B. Move to introduce at first reading, Ordinance No. ____ to add Chapter 6.05 to the La Quinta Municipal Code related to Short-Lived Climate Pollutants (Organics Waste Management and Recycling).

EXECUTIVE SUMMARY

- The Short-lived Climate Pollutant Reduction Act of 2016 (SB 1383) requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane.
- The legislation requires the City to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 regulations by January 1, 2022.
- Staff will continue to work with Burrtec through an awareness and education campaign to implement the necessary steps for all businesses and residents to meet State requirements.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

In September 2016, SB 1383 (Lara, Chapter 395, Statutes of 2016) established statewide methane emissions reduction targets in an effort to reduce emissions of short-lived climate pollutants (food scraps, yard debris, paper products, etc.) in various sectors of California's economy. It includes

statewide goals to reduce the disposal of organic waste and recover edible food for human consumption.

The City collaborates closely with CalRecycle, Burrtec, Coachella Valley Association of Governments (CVAG), and the County of Riverside (County), to implement SB 1383 programs in accordance with state guidelines. All jurisdictions must comply with SB 1383 requirements by January 1, 2022, with the significant exception that enforcement penalties against generators (i.e., customers) do not need to be imposed by the City before January 1, 2024.

As part of SB 1383 regulations, the City must address separation and diversion of organic waste via one of several permitted alternatives. The current waste collection service uses a three-bin system, which meets the requirements of SB 1383 for source separation. However, single family homes will be required to subscribe to and participate in organics curbside collection service. Multifamily complexes and businesses will be required to either subscribe to and participate in organics curbside collection or to self-haul organic waste. Businesses are required to annually, and as needed, educate employees, contractors, tenants, and customers regarding how to properly sort organic material into the correct containers.

This ordinance codifies requirements and guidance for compliance with SB 1383.

[ALTERNATIVES](#)

As this is mandated by State law, Staff does not recommend an alternative.

Prepared by: Jeremy Griffin, Management Specialist
Approved by: Gilbert Villalpando, Director, City Manager's Office

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, ADDING CHAPTER 6.05 TO THE LA QUINTA MUNICIPAL CODE RELATED TO SHORT-LIVED CLIMATE POLLUTANTS (ORGANICS WASTE MANAGEMENT AND RECYCLING) PURSUANT TO SENATE BILL 1383 (STATUTES 2016, CHAPTER 395)

WHEREAS, State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, *et seq.*, as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires the City to implement a Mandatory Commercial Recycling program; and

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program; and

WHEREAS, Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016 (stats. 2016, ch. 395, referred to as "SB 1383"),

requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City of La Quinta, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City of La Quinta to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance also intended to help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

NOW, THEREFORE, the City Council of the City of La Quinta does ordain as follows:

SECTION 1. Chapter 6.05 – Short-Lived Climate Pollutants (Organics Waste Management and Recycling shall be added to the La Quinta Municipal Code as written in Exhibit “A” attached hereto and incorporated herein by this reference.

SECTION 2. EFFECTIVE DATE: This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. POSTING: The City Clerk shall, within 15 days after passage of this Ordinance, cause it to be posted in at least three public places designated by resolution of the City Council, shall certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting to be entered into the permanent record of Ordinances of the City of La Quinta.

SECTION 4. CORRECTIVE AMENDMENTS: the City Council does hereby grant the City Clerk the ability to make minor amendments and corrections of typographical or clerical errors to “Exhibit A” to ensure consistency of all approved text amendments prior to the publication in the La Quinta Municipal Code.

SECTION 5. SEVERABILITY: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each and every section, subsection, subdivision, sentence,

Ordinance No. XXX
Adding Chapter 6.05 related to Short-Lived Climate Pollutants (Organics Waste Management and Recycling)
Adopted: _____, 2021
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clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

PASSED, APPROVED and ADOPTED, at a regular meeting of the La Quinta City Council held this ____ day of _____, 2021, by the following vote:

AYES:

NOES:

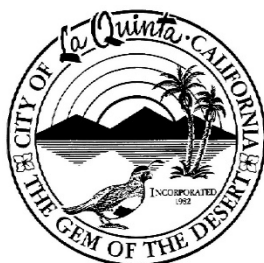
ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

EXHIBIT A

Chapter 6.05 – Short-Lived Climate Pollutants (Organics Waste Management and Recycling)

Section 6.05.010. Definitions. In the event of any conflict between the definitions, terms and condition of Chapter 6.04, Title 6 and the provisions of this Chapter 6.05, Title 6, the provisions of this Chapter 6.05 shall prevail.

- (a) "Blue Container" has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (b) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- (c) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- (d) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.
- (e) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.
- (f) "Compliance Review" means a review of records by the City to determine compliance with this Chapter.
- (g) "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and

- 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (h) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time.
 - (i) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
 - (j) "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
 - (k) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
 - (l) "Enforcement Action" means an action by the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
 - (m) "Enforcement Official" means the city manager or an authorized designee(s) who is/are partially or wholly responsible for enforcing this Chapter.
 - (n) "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and

amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

- (o) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (p) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- (q) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (r) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

- (s) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of

this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- (t) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (u) "Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (v) "Gray Container Waste" means Solid Waste that is collected in a Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). Gray Container Waste may specifically include carpet, Non-Compostable Paper and textiles.
- (w) "Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (x) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (y) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (z) "High Diversion Organic Waste Processing Facility" has the same meaning as defined in 14 CCR Section 18982(a)(33).
- (aa) "Inspection" means a site visit where the City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (bb) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated

by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply.

- (cc) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply.
- (dd) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (ee) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (ff) "MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.
- (gg) "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (hh) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

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Adding Chapter 6.05 related to Short-Lived Climate Pollutants (Organics Waste Management and Recycling)

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- (ii) "Notice of Violation (NOV)" means a notice that a violation of this Chapter has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (jj) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (kk) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (ll) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (mm) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (nn) "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in the City's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- (oo) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

- (pp) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (qq) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (rr) "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (ss) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (tt) "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (uu) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016 (Statutes of 2016, Chapter 395), which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (vv) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (ww) "Self-Hauler" means a person, who, in compliance with all applicable requirements of the City Code, hauls Solid Waste, Organic Waste or recyclable material he or she has generated directly to the appropriate facility, as required by this Chapter. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the

generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

- (xx) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (yy) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191 (or successor statute, as may be amended from time to time).
- (zz) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Chapter, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.
- (aaa) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (bbb) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- (ccc) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (ddd) "State" means the State of California.
- (eee) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which

sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(fff) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply.

(ggg) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply.

(hhh) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including

fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

Section 6.05.020. Requirements for Single-Family Generators.

Single-Family Organic Waste Generators:

- (a) Shall subscribe to the City's three-container Organic Waste collection services. The City shall have the right to review the number, size, and location of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, generator shall adjust its service level for its collection services as requested by the City.
- (b) Shall participate in the City's three-container system for Source Separated Recyclable Materials, Source Separated Green Container organic materials, and Gray Container Waste collection services. Generator participation in the collection programs requires that generators place only approved materials in the appropriate colored containers. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

Notwithstanding the above, and in accordance with the SB 1383 Regulations, the City is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Chapter and the Regulations, prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first. Labels will be placed on the containers indicating the primary materials accepted and the primary materials prohibited in the containers. Until SB 1383 compliant colored containers are provided (Blue Container, Green Container, and Gray Container), Single-Family Waste Generators shall comply with the container label requirements.

- (c) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

Section 6.05.030. Requirements for Commercial Businesses.

Commercial Businesses, which includes Multi-Family Residential Dwellings, shall:

- (a) Subscribe to the City's three-container Organic Waste collection services. The City shall have the right to review the number, size, and

location of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Business shall adjust its service level for its collection services as requested by the City.

- (b) Participate in and comply with the City's three-container (Blue Container, Green Container, and Gray Container) collection service by placing designated materials in designated containers. Generator shall place only approved materials in the appropriate colored containers. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

Notwithstanding the above, and in accordance with the SB 1383 Regulations, the City is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Chapter and the Regulations, prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first. Labels will be placed on the containers indicating the primary materials accepted and the primary materials prohibited in the containers. Until SB 1383 compliant colored containers are provided (Blue Container, Green Container, and Gray Container), Commercial Businesses shall comply with the container label requirements.

- (c) Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with subsections (d)(1) and (d)(2) below), for employees, contractors, tenants and customers, consistent with the City's Blue Container, Green Container, and Gray Container collection service.
- (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste, and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids

conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

- (2) Container labels that include language or graphic images or both indicating the primary material accepted and the primary materials prohibited in that container or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labels are required on new containers commencing January 1, 2022.
- (e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement pursuant to 14 CCR Section 18984.9(b).
- (f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service.
- (g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Container, Green Container, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

- (j) Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with this Chapter to confirm compliance with the requirements of this Chapter.
- (k) If implemented, accommodate and cooperate with the City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, to evaluate generator's compliance with this Chapter. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and/or Gray Containers.
- (l) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (m) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements of this Chapter.

Section 6.05.040. Waivers for Generators.

- (a) De Minimis Waivers: The City may, at its discretion, waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business:
 - (1) Submits an application specifying the services that they are requesting a waiver from; and
 - (2) Provides documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste; and
 - (3) Notifies the City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case waiver will be rescinded; and

- (4) Provides written verification of eligibility for de minimis waiver every 5 years, if the City has approved de minimis waiver.
- (b) Physical Space Waivers: The City may, at its discretion, waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this Chapter.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lack adequate space for Blue Containers and/or Green Containers, including documentation from its hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.
- (c) Collection Frequency Waiver: The City, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the City's three-container Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

Section 6.05.050. Requirements for Commercial Edible Food Generators.

- (a) Tier One Commercial Edible Food Generators must comply with the below requirements commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities

operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

- (c) Commercial Edible Food Generators shall comply with the following requirements:
- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.

- (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) Commencing no later than January 1, 2022, for Tier One Commercial Edible Food Generators and January 1, 2024, for Tier Two Commercial Edible Food Generators, Commercial Edible Food Generators shall provide a quarterly Food Recovery report to the City which includes the information required in 14 CCR Section 18991.4 "Record Keeping Requirements for Commercial Edible Food Generators."
- (d) Nothing in this Section shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Section 6.05.060. Requirements for Food Recovery Organizations and Services.

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Commencing January 1, 2022, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b), as applicable.
- (d) Food Recovery Capacity Planning

In order to support Edible Food Recovery capacity planning assessments or other studies, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.
- (e) Commencing no later than January 1, 2022, Food Recovery Services and Organization shall provide a quarterly report to the City which includes the information required in 14 CCR Section 18991.5 "Food Recovery Services and Organizations."

Section 6.05.070. Requirements for Haulers, Facility Operators and Community Composting Operations.

(a) Requirements for Haulers.

- (1) The authorized hauler providing residential, Commercial or Industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - a. Through written notice to the City annually identify the facilities to which they will transport Organic Waste including the facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste, as applicable.
 - b. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - c. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1
 - d. The authorized hauler shall comply with education, equipment, signage, container labelling, container color, contamination monitoring, reporting, and other requirements contained within its Franchise Agreement, as may be amended from time to time.
 - e. Notwithstanding any the foregoing, nothing in this Chapter shall restrict or otherwise prohibit the authorized Hauler from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time.

(b) Requirements for Facility Operators and Community Composting Operations.

- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities,

operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

- (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

Section 6.05.080. Self-Hauler Requirements.

In addition to any other requirements for Self-haulers as contained in the La Quinta Municipal Code:

- (a) Authorized Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
 - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's

vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in subsection(c) to the City or its authorized designee or other representative on a monthly basis. Information is due to the City by the 20th day of each month for the previous month's activity.

Section 6.05.090. Compliance with CALGreen Recycling Requirements.

As applicable, all persons and/or entities subject to California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, shall comply with the following provisions of CALGreen, as amended July 1, 2019 and effective January 1, 2020:

- (1) Section 4.410.2 Recycling by Occupants Residential and Section 5.410.1 Recycling by Occupants Non-residential.
- (2) For organic waste commingled with construction and demolition debris, Section 4.408.1 Construction Waste Management Residential and Section 5.408.1 Construction Waste Management non-residential.

If, after the adoption of this Chapter, Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen are amended in a manner that requires the City to incorporate the requirements in an updated local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of CALGreen shall apply.

Section 6.05.100. Model Water Efficient Landscaping Ordinance Requirements.

As applicable, all persons and/or entities subject to the MWELO shall comply with Sections 492.6(a)(3)(B), (C), (D), and (G), as amended September 15, 2015. The MWELO compliance items listed herein are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined herein shall consult the full MWELO for all requirements.

If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires the City to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall apply.

Section 6.05.110. Procurement Requirements for City Departments, Direct Service Providers, and Vendors.

- (a) City departments, and direct service providers to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.
- (b) All vendors providing Paper Products and Printing and Writing Paper shall:
 - (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
 - (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
 - (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 - (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
 - (5) Provide records to the City or its Designee, of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content,

if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in subsections (3) and (4) for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

Section 6.05.120. Inspections and Investigations by the City.

- (a) City representatives and/or its designated entity, including Designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Chapter, subject to applicable laws. This Section does not allow the City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with this Chapter, the City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring, where applicable.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with City employees or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment, where required; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- (c) Any records obtained by a City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 *et seq.*
- (d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring or other

investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.

- (e) The City may receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

Section 6.05.130. Enforcement.

- (a) Violation of any provision of this Chapter shall constitute a public nuisance and may be grounds for issuance of a Notice of Violation and assessment of a fine by an Enforcement Official or representative. Enforcement Actions under this Chapter including, but are not limited to, the issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant hereto, except as otherwise indicated.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (c) Enforcement pursuant to this Chapter may be undertaken by the Enforcement Official.
- (d) Process for Enforcement
 - (1) Enforcement Officials and/or their Designee will monitor compliance with this Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program, which may include Remote Monitoring.
 - (2) The City may issue an official notification to notify regulated entities of its obligations under this Chapter.
 - (3) For incidences of Prohibited Container Contaminants found in containers, the jurisdiction may issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice may be provided via a cart tag or other communication immediately upon identification of the Prohibited

Container contaminants or within a reasonable period of days after determining that a violation has occurred. If the City or its authorized Designee observes Prohibited Container Contaminants in a generator's containers on three consecutive occasions within a six-month time period, the City may assess contamination processing fees or contamination penalties on the generator.

- (4) With the exception of violations of generator contamination of container contents, the City may issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City may commence an action to impose penalties, via an administrative citation and fine, pursuant to applicable law.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this Chapter.

- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters,
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to Chapter 1.09 of the La Quinta Municipal Code. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the City may conduct Inspections, Remote Monitoring, Route Reviews, waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, the City shall provide educational materials to the entity describing its obligations under this

Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, the City may issue a Notice of Violation, and take Enforcement Action pursuant to this Chapter and applicable City and State law.

Section 6.05.160. Mandatory Commercial/Multifamily Recycling.

- (a) A business that generates four cubic yards or more of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services by subscribing to the city's franchisee for the pick-up of recyclable materials.
- (b) A business subject to subsection (a) and that provides customers access to the business shall provide customers with a commercial solid waste recycling bin or container to collect material purchased on the premises and that fulfills all of the following requirements:
 - (1) Is adjacent to each bin or container for trash other than recyclable commercial solid waste, except in restrooms.
 - (2) Is visible and easily accessible.
 - (3) Is clearly marked with educational signage indicating what is appropriate to place in the commercial solid waste recycling bin or container in accordance with state law and the City's solid waste ordinances and practices.

Full-service restaurants are exempt from the requirements of this subdivision if the full-service restaurant provides its employees a commercial solid waste recycling bin or container to collect material purchased on the premises and implements a program to collect recyclable commercial solid waste.

For a park that is subject to subsection (a), this subsection shall apply on and after January 1, 2022.

- (c) The City may charge and collect a fee from any business that fails to comply with this section in order to recover the costs incurred in enforcing compliance this section.

Section 6.05.170. Mandatory Commercial/Multifamily Organics Recycling.

- (a) A business that generates two cubic yards or more of commercial solid waste per week, shall arrange for recycling services specifically for organic waste by subscribing to the City’s franchisee for the pick-up of organic materials.
- (b) A business subject to subsection (a) and that provides customers access to the business shall provide customers with an organic waste recycling bin or container to collect material purchased on the premises for immediate consumption and that fulfills all of the following requirements:
 - (1) Is adjacent to each bin or container for trash other than recyclable organic waste, except in restrooms.
 - (2) Is visible and easily accessible.
 - (3) Is clearly marked with educational signage indicating what is appropriate to place in the organic waste recycling bin or container in accordance with state law and the City’s solid waste ordinances and practices.

For a park that is subject to subsection (a), this subsection shall apply on and after January 1, 2022.

- (c) When arranging for gardening or landscaping services, the contract or work agreement between a business subject to this section and a gardening or landscaping service shall require that the organic waste generated by those services be managed in compliance with this section.
- (d) The City may charge and collect a fee from any business that fails to comply with this Section in order to recover the City’s costs incurred in enforcing compliance this Section.
- (e) A multifamily residential dwelling that consists of fewer than five units is not a business for purposes of this section.

Section 6.05.180. Organics Waste Disposal and Diversion.

Ordinance No. XXX

Adding Chapter 6.05 related to Short-Lived Climate Pollutants (Organics Waste Management and Recycling)

Adopted: _____, 2021

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In the event state and/or federal law or regulations are implemented which are more stringent or comprehensive than the requirements of this Chapter related to organic waste disposal and/or diversion, all residents and/or businesses, as applicable, shall be responsible for complying with those requirements.

Ordinance No. XXX
Adding Chapter 6.05 related to Short-Lived Climate Pollutants (Organics Waste Management and Recycling)
Adopted: _____, 2021
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STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF LA QUINTA)

I, MONIKA RADEVA, City Clerk of the City of La Quinta, California, do hereby certify the foregoing to be a full, true, and correct copy of Ordinance No. (enter number) which was introduced at a regular meeting on the ____ day of _____, 2021, and was adopted at a regular meeting held on the ____ day of _____, 2021, not being less than 5 days after the date of introduction thereof.

I further certify that the foregoing Ordinance was posted in three places within the City of La Quinta as specified in the Rules of Procedure adopted by City Council Resolution No. 2015-023.

MONIKA RADEVA, City Clerk
City of La Quinta, California

DECLARATION OF POSTING

I, MONIKA RADEVA, City Clerk of the City of La Quinta, California, do hereby certify that the foregoing ordinance was posted on _____, 2021, pursuant to Council Resolution.

MONIKA RADEVA, City Clerk
City of La Quinta, California



**PLANNING COMMISSION
MINUTES
TUESDAY, SEPTEMBER 14, 2021**

CALL TO ORDER

A regular meeting of the La Quinta Planning Commission was called to order at 5:01 p.m. by Chairperson Nieto.

Pursuant to Executive Orders N-25-20, N-29-20, N-33-20, N-35-20, N-60-20, and N 08-21 executed by the Governor of California, in response to the state of emergency relating to novel coronavirus disease 2019 (COVID-19) and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.), members of the public, the Planning Commission, the City Attorney, City Staff, and City Consultants may participate in this meeting by teleconference.

PRESENT: Commissioners Caldwell, Currie, Hassett, McCune, Proctor, Tyerman, and Chairperson Nieto

ABSENT: None

STAFF PRESENT: Design & Development Director Danny Castro, Planning Manager Cheri L. Flores, Senior Planner Carlos Flores, Public Works Director/City Engineer Bryan McKinney, City Attorney Bill Ihrke (via teleconference), and Commission Secretary Tania Flores

PLEDGE OF ALLEGIANCE

Commissioner Tyerman led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Wendy Clark, La Quinta – opposing Coral Mountain Resort project and rezoning; negative impacts of the project including short-term vacation rental (STVR) saturation, water consumption and lack of water resource preservation, increased traffic congestion due to planned special events at the project site.

PUBLIC SPEAKER: Derek Wong, La Quinta – said he is a member of La Quinta Residents for Responsible Development (LQRRD), spoke in opposition of the Coral Mountain Resort project; cited Draft Environmental Impact Report (DEIR)

responses from Bighorn Institute, California Department of Fish and Wildlife, Southwest Regional Council of Carpenters, and Center for Biological Diversity; expressed concerns regarding negative environmental impacts including lack of bighorn sheep habitat preservation.

PUBLIC SPEAKER: Kelly Welton, La Quinta – opposed the Coral Mountain Resort project; cited California Department of Fish and Wildlife’s response to the DEIR for the project including negative impacts to wildlife habitat preservation due to light and noise as well as wildfire hazards.

PUBLIC SPEAKER: Alena Callimanis, La Quinta – opposed the Coral Mountain Resort project; cited DEIR response from Southwest Regional Council of Carpenters requesting the City to recirculate due to CEQA guideline violations including significant negative impacts to air quality, greenhouse gases, population, housing, recreation, regional transportation plans, state planning and zoning law, and the City’s General Plan.

PUBLIC SPEAKER: Sheila Warren, La Quinta – opposed the Coral Mountain Resort project; cited DEIR response from Center for Biological Diversity and expressed concerns regarding the light and water supply impacts of the project.

PUBLIC SPEAKER: Robin Nenninger, La Quinta – opposed the Coral Mountain Resort project; expressed concerns over the IID will serve letter expiration.

PUBLIC SPEAKER: Laura DuMaurier, La Quinta – opposed the Coral Mountain Resort project; cited letter/email from John Burgeson, a former reporter from Connecticut, regarding water use concerns.

PUBLIC SPEAKER VIA TELEPHONIC ACCESSIBILITY: Anast Demitt, La Quinta – opposed the Coral Mountain Resort project; expressed water consumption concerns; requested DEIR revision.

PUBLIC SPEAKER VIA TELEPHONIC ACCESSIBILITY: Robert Lasser, La Quinta – opposed the Coral Mountain Resort project; opposed land rezoning due to inconsistencies with the City’s 2035 General Plan; expressed concerns regarding light and noise pollution that will be generated by the project.

CONFIRMATION OF AGENDA – Confirmed.

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATION – None.

CONSENT CALENDAR

1. APPROVAL OF MINUTES DATED JULY 13, 2021

- 2. ADOPT A RESOLUTION FINDING THAT THE PROPOSED STREET VACATION OF A 1,267-SQUARE-FOOT PORTION OF AVENIDA MADERO AND CALLE TECATE RIGHT-OF-WAY IS CONSISTENT WITH THE LA QUINTA GENERAL PLAN; CEQA: EXEMPT PURSUANT TO CEQA GUIDELINES SECTION 15301 (c), EXISTING FACILITIES [PC RESOLUTION NO. 2021-008]**

CONSENT CALENDAR ITEM NO. 1

Chairperson Nieto requested amendment to the minutes due to administrative error on page 8 to reflect 42' to the correct measurement of 42".

MOTION – A motion was made and seconded by Commissioners Caldwell/Proctor to approve the Consent Calendar, with revisions to Item No. 1 Planning Commission meeting minutes of July 13, 2021, as amended. Motion passed unanimously.

BUSINESS SESSION – None.

STUDY SESSION – None.

PUBLIC HEARINGS

- 1. ADOPT RESOLUTION TO APPROVE SITE DEVELOPMENT PERMIT 2018-0015 TO ALLOW CONSTRUCTION OF MIXED USE BUILDING ON 0.38 ACRE SITE; CEQA: DESIGN AND DEVELOPMENT DEPARTMENT HAS DETERMINED THE PROJECT IS EXEMPT BASED ON CEQA GUIDELINES SECTION 15332, INFILL DEVELOPMENT. LOCATION: NORTHWEST CORNER OF CALLE CADIZ AND DESERT CLUB DRIVE [PC RESOLUTION NO. 2021-009]**

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – None.

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

Staff answered questions regarding the unit ownership; STVR use availability; parking requirements; landscape design; pool location, safety and privacy; electric vehicle charging station requirements; impacts to the affordable housing element; building height, architectural components, and color palette; trash receptacle location and hazardous waste restrictions; other uses for the commercial suites within the project.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 6:16 P.M.

PUBLIC SPEAKER VIA TELEPHONIC ACCESSIBILITY: Nisha Jackson, applicant and property owner – introduced herself and provided additional information to address Commission questions previously directed to Staff.

PUBLIC SPEAKER VIA TELEPHONIC ACCESSIBILITY: Sean Howard, La Quinta and owner of neighboring parcel – opposed the project due to concerns regarding building height, general size of the project, parking availability, and trash receptacle location.

PUBLIC SPEAKER: Alena Callimanis, La Quinta – requested reconsideration of the pool addition to this and future projects due to water consumption concerns.

PUBLIC SPEAKER: George Christopher, La Quinta – questioned if the project included solar. (Answered yes by the applicant.)

PUBLIC SPEAKER: Dave Russell, La Quinta – expressed concerns regarding additional strain on parking, size of the project, and proposed architectural features not consistent with existing buildings.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 6:33 P.M.

Commission discussion followed regarding the answers provided by the applicant regarding previously stated concerns and possible solutions including additional Conditions of Approval to include installation of electric vehicle chargers in carport covered parking stalls, electrical wiring to allow for future installation of electric vehicle chargers in garages, relocation of the trash enclosure to the adjacent alleyway, common area pool to be changed to landscaped common area plaza with no pool.

MOTION – A motion was made and seconded by Commissioners Proctor/Hassett to adopt Planning Commission Resolution No. 2021-009 to approve Site Development Permit 2018-0015 subject to the Findings and amended Conditions of Approval and find the project exempt pursuant to CEQA Guidelines Section 15332, Infill Development:

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT 2018-0015 TO ALLOW THE DEVELOPMENT OF A MIXED USE BUILDING LOCATED AT THE NORTHWEST CORNER OF DESERT CLUB DRIVE AND CALLE CADIZ
CASE NUMBERS: SITE DEVELOPMENT PERMIT 2018-0015
APPLICANT: NISHA JACKSON**

Motion passed unanimously.

2. **ADOPT RESOLUTION TO APPROVE TENTATIVE TRACT MAP 2021-0003 (TTM 38165) FOR CONDOMINIUM PURPOSES FOR DUNE PALMS PROJECT. CEQA: THE DESIGN AND DEVELOPMENT DEPARTMENT HAS DETERMINED THE PROJECT IS EXEMPT UNDER CEQA GUIDELINES SECTION 15301, EXISTING FACILITIES. LOCATION: 47120 DUNE PALMS ROAD [PC RESOLUTION NO. 2021-010]**

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – None.

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

Staff answered Commission questions regarding scope of the approval being considered; interior buildout and potential commercial use requirements; exterior maintenance and landscape responsibilities; impacts to traffic and parking; water and sewer easement by the water district located within the building.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 7:26 P.M.

PUBLIC SPEAKER VIA TELEPHONIC ACCESSIBILITY: John Lowe, Applicant - introduced himself and provided additional information regarding the property owner's intention for subdividing the building; property maintenance and parking included in CC&Rs; marketing directed towards the preferred commercial uses.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 7:29 P.M.

Commission discussion followed regarding individual ownership and economic concerns.

MOTION – A motion was made and seconded by Commissioners Proctor/Caldwell to adopt Planning Commission Resolution No. 2021-010 to approve Tentative Tract Map 2021-0003 (TTM 38165) subject to the Findings and Conditions of Approval and find the project exempt pursuant to CEQA Guidelines Section 15301, Existing Facilities:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING TENTATIVE TRACT MAP 38165 (TTM 2021-0003) FOR CONDOMINIUM PURPOSES FOR AN EXISTING BUILDING

CASE NUMBERS: TENTATIVE TRACT MAP 2021-0003 (TTM 38165)

APPLICANT: JAJ DESERT PARTNERS

Motion passed unanimously.

3. **ADOPT A RESOLUTION TO APPROVE TENTATIVE TRACT MAP 2020-0006 (TTM 37929) FOR 10 RESIDENTIAL LOTS ON 18.37 ACRES**

WITHIN THE SILVERROCK RESORT SPECIFIC PLAN AREA. CEQA: FINDINGS OF ENVIRONMENTAL ASSESSMENT 2014-1003 APPLY AND NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED. LOCATION: WITHIN THE CENTRAL PORTION OF THE SILVERROCK RESORT, BOUNDED BY SILVERROCK WAY [PC RESOLUTION NO. 2021-011]

DECLARATIONS REGARDING COMMISSION PUBLIC CONTACT – None.

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

Staff answered Commission questions regarding the remainder lot previously approved in the SDP, which is not included in the scope of this proposal.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING OPEN AT 7:39 P.M.

PUBLIC SPEAKER VIA TELEPHONIC ACCESSIBILITY: Bruce Maise, applicant – introduced himself and provided information regarding ownership, management, and utilization of the individual units; expressed gratitude and appreciation to Staff for assisting in the preparation of this item for consideration.

CHAIRPERSON NIETO DECLARED THE PUBLIC HEARING CLOSED AT 7:41 P.M.

Commission discussion followed regarding SilverRock updates and interest in scheduling a site visit to review the progress on the project.

MOTION – A motion was made and seconded by Commissioners Proctor/Hassett to adopt Planning Commission Resolution No. 2021-011 to approve Tentative Tract Map 2020-0006 (TTM 37929) subject to the Findings and amended Conditions of Approval and find the project consistent with Environmental Assessment 2014-1003:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING TENTATIVE TRACT MAP TTM 2020-0006 (TTM 37929) FOR PENDRY BUNGALOW RESIDENCES

CASE NUMBER: TENTATIVE TRACT MAP 2020-0006 (TTM 37929)

APPLICANT: SILVERROCK LUXURY RESIDENCES

Motion passed unanimously.

REPORTS AND INFORMATIONAL ITEMS – None.

COMMISSIONERS' ITEMS

Commission requested an update by Staff regarding future projects. Planning Manager Flores provided a brief statement regarding the upcoming Joint Study Session with City Council regarding the proposed Coral Mountain Resort project scheduled for September 28, 2021, and advised the Commission that a project update memo would be forthcoming.

STAFF ITEMS – None.

ADJOURNMENT

There being no further business, it was moved and seconded by Commissioners Proctor/McCune to adjourn the meeting at 7:47 p.m. Motion passed unanimously.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'T. Flores', with a horizontal line extending to the right.

TANIA FLORES, Commission Secretary
City of La Quinta, California

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AIRPORT COMMISSION MEETING AGENDA

Wednesday, October 20, 2021 - 5:30 P.M.

Pursuant to Executive Order N-29-20, this meeting will be conducted by teleconference and there will be no in-person public access to the meeting location.

To view/listen/participate in the meeting live, please use the following link:
<https://us02web.zoom.us/j/88688564514?pwd=eEFiSTFEazZRL3JBUFNWNTnIKOGdQdz09>
 Meeting ID: 886 8856 4514 Passcode: 827113 - Phone: (669) 900-6833

- Those who wish to provide public comment during the meeting may submit their comments and contact information to nadia.seery@palmspringsca.gov. Transmittal before 4:00 P.M. on the day of the meeting is required to be added to the public comment queue. At the appropriate time, a staff member will invite you to provide your public testimony to the Commission.
- Written public comment may also be submitted to cityclerk@palmspringsca.gov. Transmittal prior to the meeting is required. Any correspondence received during or after the meeting will be distributed to the Board/Commission as soon as practicable and retained for the official record.

Pursuant to G. C. Section 54957.5 the designated office for inspection of public records in connection with the public meeting of the Airport Commission is the Office of the City Clerk, City Hall, located at 3200 E. Tahquitz Canyon Way, Palm Springs, California 92262. 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, you will need special assistance beyond what is normally provided, the Department of Aviation will attempt to accommodate you in every reasonable manner. Please contact (760) 318-3800 forty-eight hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

City of Palm Springs:		Riverside County:	City of Cathedral City:	City of Palm Desert:
Aftab Dada - Chair	David Feltman	Peter Freymuth	Jill Philbrook	Rolf Hoehn
Kevin J. Corcoran Vice Chair	Ken Hedrick	City of Indian Wells:	City of Coachella:	City of Rancho Mirage:
Gerald Adams	Scott G. Miller	Paul Budilo	Gabriel Martin	Thomas Weil
Patricia Breslin	John Payne	City of La Quinta:	City of Desert Hot Springs:	City of Indio:
Todd Burke	M. Guillermo Suero	Kathleen Hughes	Jan Pye	Jhan Schmitz
Palm Springs City Staff				
Justin Clifton			Ulises Aguirre, C.M.	
City Manager			Airport Executive Director	

AFFIDAVIT OF POSTING

I, Ulises Aguirre, Airport Executive Director, City of Palm Springs, California, hereby certify this agenda was posted on October 15, 2021, in accordance with established policies and procedures.

- 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 September 22, 2021

7. CITY MANAGER REPORT

8. EXECUTIVE DIRECTOR REPORT:

8.A Demonstration Garden Update

8.B Projects Update

8.C Financial Summary Update

8.D Marketing Update

9. DISCUSSION AND ACTION ITEMS:

9.A Aviatrix Communications – Marketing and Communications Plan

9.B 225 S. El Cielo

10. COMMISSIONERS REQUESTS AND REPORTS:

11. REPORT OF COUNCIL ACTIONS:

11.A Past City Council Actions

11.B Future City Council Actions

12. RECEIVE AND FILE:

12.A Airline Activity Report September 2021

12.B Airlines Schedules November 2021

ADJOURNMENT:

The Airport Commission will adjourn to a Regular Meeting on November 17, 2021, at 5:30 P.M. via videoconference.

Palm Springs Airport Commission Report – October 20, 2020 Meeting

City Manager Report – Justin Clifton reported that Martha’s Village has seen 247 unduplicated individuals during the month of September. The facility is now fully operational and there doesn’t appear to be the secondary impact that we feared. The police have also not reported any incidents.

Airport Executive Director Report – Ulises Aguirre announced that on November 8 the U.S. government will allow all fully vaccinated international passengers to arrive. The airport commission also sent their top priorities to the Palm Springs City Council and awaits their approval. The priorities are development of terminal concessions, identify the location for the consolidated care rental facility and lastly to plan for airport expansion of facilities for international service consideration. He will retire in January 2022.

Discussion and Action Report:

- **Aviatrix Communication Plan** – Their study showed that many residents have outdated opinions about the airport. The primary goal will be to establish a vibrant unique brand that serves the entire Coachella Valley and not just Palm Springs (yes, you heard that correctly!), to expand the community outreach, enhance internal communications, and to ensure passengers want to return. I believe this marketing plan will bring great benefits to the Coachella Valley.
- **Demonstration Garden** – Patrick Tallarico has 4 bids from landscapers for this project and was able to conform with the budget. Goal is to have the garden planted by end of January 2022.
- **Airport Operations & Maintenance** – Harry Barrack has bids out to procure overnight janitorial services to provide more in-depth cleaning throughout the airport which will improve the overall image. Airport needs this type of service. In addition, restroom attendants will be hired from 6 am – 2 pm (the busiest hours) to ensure cleanliness and equipped with paper products.
- **AeroCloud Contract** – an IT based gate management, Asset Management Tracking & Work Order company. A three contract is proposed as a test at \$400,000 per year which will be paid through CRSSA & CARES grant funds.
- **Public Parking Capacity** – The airport may have public parking capacity issues during season as there was only 53 open spaces out of 944 total during one time period throughout Labor Day weekend. This is due to lack of ground transportation services and the increased price of LYFT/UBER. May need to revisit remote parking in the future.
- **Financial Summary** – Victoria Carpenter stated that September proved to be another solid month with passenger activity 29.8% over September 2019. Forward bookings also appear to be strong for October. Airport revenues are all on track for this time of year and the Big 3 (Leased Parking, Terminal Airline Space and Rental Cars) all surpassed the 2019 numbers.
- **PSP Marketing & Air Service Update** – Daniel Meier proudly announced that the average ticket price of \$149 for one-way shows a significant drop and is due to increased competition at PSP. Southwest has created the buzz that the airport hoped for and has very competitive fares. Flair has increased service to Toronto through the holidays. He reminded us that although June – September set new passenger records over 2019 that overall airport is still down 33% overall compared to 2019 due to our late start of growth due to COVID. PSP would need a very strong Oct. – Dec. to come close to matching 2019 overall.

Next Airport Commission Meeting is scheduled for November 17, 2022 at 5:30 pm.

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