
City Council Meeting Agenda

Thursday, March 6, 2014

1:30 p.m.

City Hall Council Chambers at
44-950 Eldorado Drive, Indian Wells



Indian Wells City Hall

WELCOME TO A REGULARLY SCHEDULED MEETING OF THE CITY COUNCIL. ALL PERSONS WISHING TO ADDRESS THE CITY COUNCIL SHOULD FILL OUT A BLUE PUBLIC COMMENT FORM BEFORE THE MEETING BEGINS AND GIVE IT TO THE CITY CLERK. WHEN THE MAYOR HAS RECOGNIZED YOU, PLEASE COME FORWARD TO THE PODIUM AND STATE YOUR NAME FOR THE RECORD. A 3-MINUTE TIME LIMIT IS CUSTOMARY. PLEASE NOTE THAT YOU MAY ADDRESS THE CITY COUNCIL ON AN AGENDA ITEM AT THE TIME IT IS DISCUSSED, BUT ONLY AFTER BEING RECOGNIZED BY THE MAYOR. ANY PUBLIC RECORD, RELATING TO AN OPEN SESSION AGENDA ITEM, THAT IS DISTRIBUTED WITHIN 72 HOURS PRIOR TO THE MEETING IS AVAILABLE FOR PUBLIC INSPECTION AT CITY HALL RECEPTION AREA 44-950 ELDORADO DRIVE, INDIAN WELLS DURING NORMAL BUSINESS HOURS.

1. CONVENE THE CITY COUNCIL, PLEDGE OF ALLEGIANCE AND ROLL CALL

MAYOR TED J. MERTENS
MAYOR PRO TEM TY PEABODY
COUNCIL MEMBER PATRICK MULLANY
COUNCIL MEMBER DOUGLAS HANSON
COUNCIL MEMBER MARY T. ROCHE

2. APPROVAL OF THE FINAL AGENDA**3. APPROVAL OF THE MEETING MINUTES**

- A. February 11, 2014 Special Strategic Planning Minutes. Page 9.
- B. February 12, 2014 Special Strategic Planning Minutes. Page 12.
- C. February 20, 2014 Special Meeting Minutes. Page 16.
- D. February 20, 2014 Regular Meeting Minutes. Page 19.

4. PROCLAMATIONS AND PRESENTATIONS

- A. Presentation by Scott White, Greater Palm Springs Convention and Visitors Bureau.

5. PUBLIC COMMENTS

ALL PERSONS WISHING TO ADDRESS THE CITY COUNCIL SHOULD FILL OUT A BLUE PUBLIC COMMENT FORM IN ADVANCE AND HAND IT TO THE CITY CLERK. AT THE APPROPRIATE TIME, PLEASE COME FORWARD TO THE PODIUM AND STATE YOUR NAME FOR THE RECORD. SPEAKERS ARE LIMITED TO THREE MINUTES. PARTIES ARE ENCOURAGED TO SUBMIT THEIR COMMENTS IN WRITING WITH ANY ATTACHMENTS OR EXHIBITS THEY WISH FOR THE COUNCIL TO REVIEW, PREFERABLY 24 HOURS PRIOR TO THE MEETING. SPEAKERS CAN THEN USE THEIR THREE-MINUTES TO SUMMARIZE THE KEY POINTS OF THEIR COMMENTS. PLEASE NOTE THAT YOU MAY ADDRESS THE CITY COUNCIL ON AN AGENDA ITEM AT THE TIME IT IS DISCUSSED, BUT ONLY AFTER BEING RECOGNIZED BY THE MAYOR.

UNDER THE BROWN ACT, THE COUNCIL SHOULD NOT TAKE ACTION ON OR DISCUSS MATTERS RAISED DURING THE PUBLIC COMMENT PORTION OF THE AGENDA WHICH ARE NOT LISTED ON THE AGENDA. COUNCIL MEMBERS MAY REFER SUCH MATTERS TO STAFF FOR FACTUAL INFORMATION OR TO BE PLACED ON A SUBSEQUENT AGENDA FOR CONSIDERATION. NOTWITHSTANDING THE FOREGOING, COUNCIL MEMBERS AND STAFF MAY BRIEFLY RESPOND TO STATEMENTS MADE OR QUESTIONS POSED DURING PUBLIC COMMENT, AS LONG AS SUCH RESPONSES DO NOT CONSTITUTE ANY DELIBERATION OF THE ITEM.

- A. Public Comments
- B. Response to Prior Public Comments

6. **CONSENT CALENDAR**

ALL MATTERS LISTED ON THE CONSENT CALENDAR ARE CONSIDERED TO BE ROUTINE AND WILL BE ENACTED BY ONE VOTE. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS MEMBERS OF THE CITY COUNCIL OR AUDIENCE REQUEST THAT SPECIFIC ITEMS BE REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE DISCUSSION AND ACTION. IF YOU WISH TO ADDRESS THE CITY COUNCIL, PLEASE FILL OUT A BLUE PUBLIC COMMENT FORM IN ADVANCE AND HAND IT TO THE CITY CLERK. PLEASE STATE YOUR NAME FOR THE PUBLIC RECORD. A THREE MINUTE LIMIT IS CUSTOMARY. FINANCIAL MATTERS WILL BE INDICATED AS BUDGETED OR NON-BUDGETED BELOW.

- A. **Receive/File City Treasurer's Cash Balance and Investment Report. Page 29.**

RECOMMENDED ACTION:

COUNCIL **RECEIVES** AND **FILES** THE NOVEMBER 2013 CITY TREASURER'S CASH BALANCE AND INVESTMENT REPORT.

- B. **City Warrant and Demands. Page 54.**

RECOMMENDED ACTION:

COUNCIL APPROVES THE MARCH 6, 2014 CITY WARRANT AND DEMANDS.

7. GENERAL BUSINESS

- A. Approve Agreement with Vacation Rental Compliance for Short-Term Vacation Rental Compliance Program. Page 65.

RECOMMENDED ACTIONS:

COUNCIL **APPROVES** THE AGREEMENT WITH VACATION RENTAL COMPLIANCE FOR THE DEVELOPMENT AND MANAGEMENT OF SHORT-TERM VACATION RENTAL COMPLIANCE PROGRAM; AND

AUTHORIZES AND **DIRECTS** THE CITY MANAGER TO EXECUTE AGREEMENT; AND

AUTHORIZES AND **DIRECTS** STAFF TO PREPARE A REQUISITION IN THE AMOUNT NOT TO EXCEED \$9,600 FOR FISCAL YEAR 2013-14.

8. CITY MANAGER'S REPORT/COMMENTS AND MATTERS FROM STAFF

9. COUNCIL MEMBERS' REPORTS AND COMMENTS

A. Council Member Roche

California Joint Powers Insurance Authority
Coachella Valley Mountains Conservancy
Cove Communities Services Commission
Coachella Valley Animal Campus
CVAG Conservation Commission
CVAG Energy Committee
Indian Wells Marketing Committee
Jacqueline Cochran Regional Airport Commission

B. Council Member Hanson

Coachella Valley Economic Partnership
CVAG Transportation Committee
Indian Wells Finance and Legal Services Oversight Committee
Indian Wells Golf Resort Advisory Committee
Indian Wells Tee Committee
Riverside County Transportation Committee
Sunline Transit Agency

C. Council Member Mullany

Cove Communities Services Commission
Indian Wells Golf Resort Advisory Committee
Indian Wells Public Safety Committee
Indian Wells Tee Committee

D. Mayor Pro Tem Peabody

CVAG Homelessness Committee
Indian Wells Community Activities Committee
Indian Wells Grants-in-Aid Committee
Indian Wells Finance and Legal Services Oversight Committee
Indian Wells Marketing Committee
Indian Wells Personnel Committee
Indian Wells Crossing Development Ad Hoc Committee
Tennis Stadium Ad Hoc Committee

E. Mayor Mertens

CVAG Executive Committee
CVAG Public Safety Committee
Greater Palm Springs Convention and Visitors Bureau
Indian Wells Personnel Committee
Indian Wells Public Safety Committee
Indian Wells Crossing Development Ad Hoc Committee
Tennis Stadium Ad Hoc Committee

10. CITY ATTORNEY REPORTS AND COMMENTS

11. CLOSED SESSION

- A. Conference with Legal Counsel Regarding Anticipated Litigation. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2). Number of Potential Cases: 2.
- B. Conference with Legal Counsel Regarding Anticipated Litigation. Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4). Number of Potential Cases: 1.

12. ADJOURNMENT

TO A SPECIAL MEETING OF THE CITY COUNCIL TO BE HELD AT 10:00 A.M. ON MARCH 20, 2014 IN THE CITY HALL COUNCIL CHAMBERS; AND THEREAFTER TO A REGULARLY SCHEDULED MEETING OF THE CITY COUNCIL TO BE HELD AT 1:30 P.M. ON MARCH 6, 2014 IN THE CITY HALL COUNCIL CHAMBERS.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE CITY CLERK AT (760) 346-2489. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING. 128 CFR 35.102.35.104 ADA TITLE III

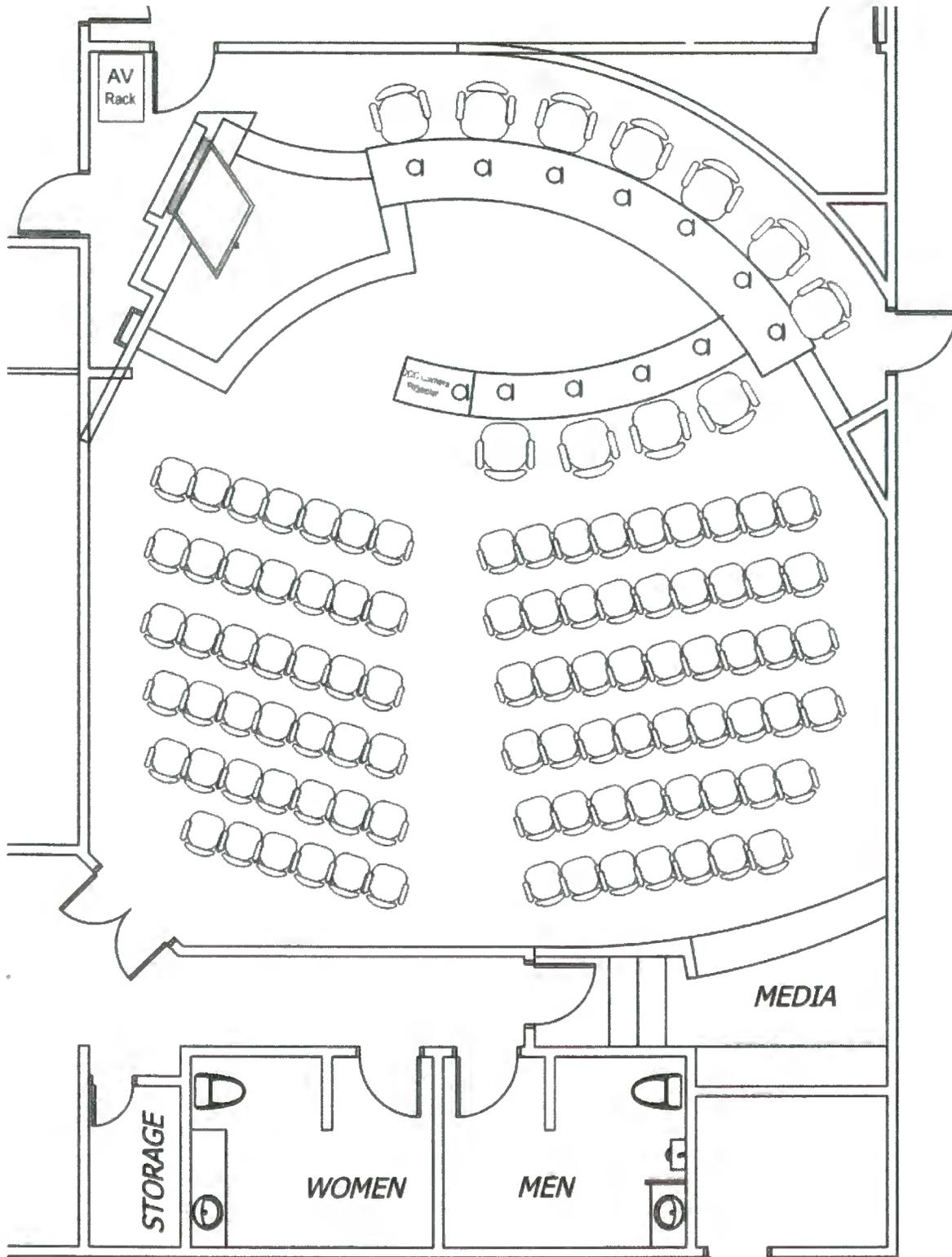
AFFIDAVIT OF POSTING

I, Anna Grandys, certify that on February 28, 2014, I caused to be posted a notice of a City Council Meeting to be held on Thursday, March 6, 2014 at 1:30 p.m. in the City Hall Council Chambers.

Notices were posted at Indian Wells Civic Center, Village 1 [Ralph's], and Indian Wells Plaza [Indian Wells Chamber of Commerce].



Anna Grandys
Chief Deputy City Clerk



Special Strategic Planning Workshop Minutes

Tuesday, February 11, 2014

1:00 p.m.

Indian Wells Golf Resort, Celebrity Ballroom
44-500 Indian Wells Lane, Indian Wells

UNOFFICIAL



2011 Strategic Planning Workshop

WELCOME TO A SPECIAL STRATEGIC PLANNING WORKSHOP OF THE CITY COUNCIL. THE PUBLIC IS ENCOURAGED TO SUBMIT WRITTEN PUBLIC COMMENTS AND ANY SUPPORTING DOCUMENTATION PRIOR TO THE WORKSHOP IN RELATION TO STRATEGIC PLANNING FOR FISCAL YEAR 2014-15. THE PUBLIC WILL ALSO HAVE AN OPPORTUNITY TO PROVIDE PUBLIC COMMENTS ON THE STRATEGIC PLANING PROCESS AT THE WORKSHOP. ANY PUBLIC RECORD, RELATING TO AN OPEN SESSION AGENDA ITEM, THAT IS DISTRIBUTED WITHIN 72 HOURS PRIOR TO THE MEETING IS AVAILABLE FOR PUBLIC INSPECTION AT CITY HALL RECEPTION AREA 44-950 ELDORADO DRIVE, INDIAN WELLS DURING NORMAL BUSINESS HOURS.

1. CONVENE THE SPECIAL STRATEGIC PLANNING WORKSHOP AND ROLL CALL

[1:01] Mayor Mertens convened the Special Meeting of the City Council of the City of Indian Wells at 1:01 p.m. at the Indian Wells Golf Resort, Celebrity Ballroom.

PRESENT: 5 – Mayor Ted Mertens, Mayor Pro Tem Ty Peabody, Council Member Patrick Mullany, Council Member Douglas Hanson, and Council Member Mary T. Roche.

2. APPROVAL OF THE FINAL AGENDA

[1:02] It was the **CONSENSUS** of the City Council to **APPROVE** the final agenda.

AYES: 5 – Mertens, Peabody, Mullany, Hanson, Roche

NOES: 0 – None

3. PUBLIC COMMENTS

[1:07] None.

4. WORKSHOP

A. Annual Strategic Planning Session to Discuss, Evaluate Priorities, and Provide Direction to Staff Concerning a Range of Topics Relating to Fiscal Year 2014-15 City Goals.

[1:08] City Manager Wade McKinney outlined the purpose of the Strategic Planning sessions, reviewed the process and the ground rules. The Council reviewed the current Mission Statement and made no changes.

At 2:17 p.m. the Council took a break. The meeting reconvened at 2:25 p.m.

Mr. McKinney reviewed the current Fiscal Year 2013-14 Council Goals and Action Plan. The Council requested the Council receive reports on action taken at FAMD meetings. Council requested an update as to the Ryerson and Miles Retail developments, Mr. McKinney provided a verbal update on the two developments. Mr. McKinney stated a separate strategic planning session for marketing and tourism will be held in April/May, with the hotels invited to participate. There was discussion regarding posting all contracts on the website, the City soliciting quotes

from multiple vendors, HR 29 (Gomez) legislation that would curtail outsourcing of city services and the position the City would take, and the progress at the Village area in relation to utility undergrounding, pole removal, and compelling three residential units to hook-up to sewer.

Mr. McKinney reviewed each of the nineteen "City Council Discussion Issues" that were compiled by staff. It was the **CONSENSUS** of the Council to remove "Highlight health services available" from the discussion issues list. The Council generally discussed as to what was the common understanding for each of the remaining eighteen "City Council Discussion Issues."

Mr. McKinney lead the Council in a SWOT (Strength, Weakness, Opportunity and Threats) analysis of the City. At the conclusion of the SWOT analysis, there was discussion and **CONSENSUS** that generating economic opportunities is the top priority for the Council, that the City will evaluate the approved strategic plan for the Indian Wells Golf Resort in early summer after Troon had the opportunity to implement all the plan components, and that the City is to encourage more events be held within the City especially those that generate room nights for the hotels.

There was discussion as to the 45-300 Club Drive building and the options available to the City, such as remodeling the building and lease it, demolish the building, demolish the building and re-build, or sell the building. After reviewing the cost estimates prepared by staff and after further discussion as to potential uses of the existing building, it was the **CONSENSUS** of the Council to retain the 45-300 Club Drive building, to direct staff to investigate interim uses for the building such as document storage or as a Sheriff's substation, and to report back to Council on the potential interim uses for the building.

At 5:32 the Council broke for a dinner break for Council and staff, no City business was discussed during dinner break so as to insure compliance with the Brown Act.

5. **ADJOURNMENT**

At 6:15 p.m. Mayor Mertens **ADJOURNED** to a Special Strategic Planning Workshop of the City Council to be held at 8:30 a.m. on February 12, 2014 at the Indian Wells Golf Resort, Celebrity Ballroom.

Special Strategic Planning Workshop Minutes

UNOFFICIAL

Wednesday, February 12, 2014
8:30 a.m.

Indian Wells Golf Resort, Celebrity Ballroom
44-500 Indian Wells Lane, Indian Wells



2011 Strategic Planning Workshop

WELCOME TO A SPECIAL STRATEGIC PLANNING WORKSHOP OF THE CITY COUNCIL. THE PUBLIC IS ENCOURAGED TO SUBMIT WRITTEN PUBLIC COMMENTS AND ANY SUPPORTING DOCUMENTATION PRIOR TO THE WORKSHOP IN RELATION TO STRATEGIC PLANNING FOR FISCAL YEAR 2014-15. THE PUBLIC WILL ALSO HAVE AN OPPORTUNITY TO PROVIDE PUBLIC COMMENTS ON THE STRATEGIC PLANING PROCESS AT THE WORKSHOP. ANY PUBLIC RECORD, RELATING TO AN OPEN SESSION AGENDA ITEM, THAT IS DISTRIBUTED WITHIN 72 HOURS PRIOR TO THE MEETING IS AVAILABLE FOR PUBLIC INSPECTION AT CITY HALL RECEPTION AREA 44-950 ELDORADO DRIVE, INDIAN WELLS DURING NORMAL BUSINESS HOURS.

1. CONVENE THE SPECIAL STRATEGIC PLANNING WORKSHOP AND ROLL CALL

[8:32] Mayor Mertens convened the Special Meeting of the City Council of the City of Indian Wells at 8:32 a.m. at the Indian Wells Golf Resort, Celebrity Ballroom.

PRESENT: 5 – Mayor Ted Mertens, Mayor Pro Tem Ty Peabody, Council Member Patrick Mullany, Council Member Douglas Hanson, and Council Member Mary T. Roche.

2. APPROVAL OF THE FINAL AGENDA

[8:32] It was the **CONSENSUS** of the City Council to **APPROVE** the final agenda.

AYES: 5 – Mertens, Peabody, Mullany, Hanson, Roche

NOES: 0 – None

3. PUBLIC COMMENTS

[8:33] None.

4. WORKSHOP

A. Annual Strategic Planning Session to Discuss, Evaluate Priorities, and Provide Direction to Staff Concerning a Range of Topics Relating to Fiscal Year 2014-15 City Goals.

City Manager Wade McKinney led the Council in assigning sub-categories to the items identified in the SWOT (Strength, Weakness, Opportunity and Threat) analysis.

There was discussion regarding the Grants in aid program and homeless funding. Marketing & Community Relations Director Nancy Samuelson outlined the recommendations forthcoming from the Grants-in-Aid Committee as to policy changes and committee request for clarification from the Council on the program.

At 10:15 a.m. the Council took a break. The meeting reconvened at 10:25 a.m.

There was discussion regarding the Northeast corner of the City i.e., around the Tennis Garden, the potential future developments in area, additional parking for

the Tennis Garden and the opportunity that creates for the City, and the potential hotel development. It was the **CONSENSUS** of the Council to level and prepare the "South of Miles" property for future use as parking.

There was discussion regarding the City long-term PERS funding costs and the City's philosophy, and the Golf Resort incentive program for top management personnel and the extension of the Troon agreement.

At 11:53 a.m. the Council broke for a lunch break for Council and staff with continuation of the discussion items scheduled thereafter. No City business was discussed during lunch break so as to insure compliance with the Brown Act. The meeting reconvened at 12:33 p.m.

There was discussion regarding resident events, the practice of charging a minimal fee for some of the events and adding additional events and activities for the residents; the abuses of the resident benefits and to direct staff to propose a policy to curb said abuses; the Highway 111 art corridor project and how to distribute the funding between the Carl Bray and Highway 111/Cook Street components, and possible ideas for the Carl Bray site. It was the **CONSENSUS** of the Council to allocate \$60,000 to the Carl Bray project and \$300,000 for the two water fountains at the Highway 111 and Cook Street intersection.

There was discussion regarding a parking facility next to the Indian Wells Resort Hotel, the City's Charter, the Healthy City initiative, and partnering with the Humana Challenge. It was the **CONSENSUS** of the Council to direct the City Manager to meet with the owner's representative of the Indian Wells Resort Hotel to gauge their interest, and for the City to prepare a resolution of support for the Healthy City initiative.

The Council discussed vacation rentals in the City, a minimum stay term, the impact to the hotels, and code enforcement complaints resulting from vacation rentals. It was the **CONSENSUS** of the Council to direct staff to proceed forward with vacation compliance program, to revise the City's existing ordinance, and to review the program after two years.

The Council discussed the level of reserves necessary to fund the long-term capital reserve fund with the dissolving of the redevelopment agency and at what funding percentage level is the Council comfortable, and the philosophy for funding the grants in aid program. It was the **CONSENSUS** of the Council to allocate \$500,000 of any Fiscal Year operating surplus to 1) General Fund reserve, then to 2) fund the Capital Reserve fund, and finally to 3) the Grants in aid and philanthropic programs.

There was discussion regarding the replacement of palm trees citywide, the drought being experienced by the State and what actions the City can take to reduce water consumption, and to review and make revision to the City Council Policy Manual at a future study session. Staff was requested to study the feasibility of the City paying for a portion of the Landscape & Lighting Maintenance District assessment. There was a request that Lt. Webb analyze the cost and services difference between a Community Service Officer (CSO) and a sworn Deputy Sheriff and for Lt. Webb to recommendations, if any.

The Council added two items to the "City Council Discussion Issues" list, Generate revenue opportunities and water conservation. The Council's priorities from the discussion issues list are as follows:

4 Dots:

Generate revenue opportunities

3 Dots:

Club Drive buildings

Homeless program funding process & grants in aid program

Master plan for Northeast section of the City

2 Dots:

Long term PERS liabilities plan

Performance incentive Indian Wells Golf Resort key employees

Resident events

1 Dot:

Code enforcement – Property owner cards

Highway 111 master plan

Policy and procedure manual review

Reserve policy review

Vacant lot – Indian Wells Resort Hotel

Vacation rentals

5. ADJOURNMENT

At 3:44 p.m. Mayor Mertens **ADJOURNED** to a special Closed Session meeting of the City Council to be held at 10:00 a.m. on February 20, 2014 in the City Hall Executive Conference room; and thereafter to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on February 20, 2014 in the Indian Wells City Hall Council Chambers.

Special City Council Meeting Minutes

Thursday, February 20, 2014
10:00 a.m.

City Hall Council Chambers/Executive Conference Room
at 44-950 Eldorado Drive, Indian Wells

UNOFFICIAL



WELCOME TO A SPECIAL MEETING OF THE CITY COUNCIL. ALL PERSONS WISHING TO ADDRESS THE CITY COUNCIL SHOULD FILL OUT A BLUE PUBLIC COMMENT FORM BEFORE THE MEETING BEGINS AND GIVE IT TO THE CLERK. WHEN THE MAYOR HAS RECOGNIZED YOU, PLEASE COME FORWARD TO THE PODIUM AND STATE YOUR NAME FOR THE RECORD. A 3-MINUTE TIME LIMIT IS CUSTOMARY. PLEASE NOTE THAT YOU MAY ADDRESS THE CITY COUNCIL ON AN AGENDA ITEM AT THE TIME IT IS DISCUSSED, BUT ONLY AFTER BEING RECOGNIZED BY THE MAYOR. ANY PUBLIC RECORD, RELATING TO AN OPEN SESSION AGENDA ITEM, THAT IS DISTRIBUTED WITHIN 72 HOURS PRIOR TO THE MEETING IS AVAILABLE FOR PUBLIC INSPECTION AT CITY HALL RECEPTION AREA 44-950 ELDORADO DRIVE, INDIAN WELLS DURING NORMAL BUSINESS HOURS.

1. CONVENE THE CITY COUNCIL AND ROLL CALL

[10:03:20] Mayor Mertens convened the Special Meeting of the City Council of the City of Indian Wells at 10:03 a.m. on February 20, 2014 in the City Hall Council Chambers.

PRESENT: 5 – Mayor Ted Mertens, Mayor Pro Tem Ty Peabody, Council Member Patrick Mullany, Council Member Douglas Hanson, and Council Member Mary T. Roche.

2. APPROVAL OF THE FINAL AGENDA

[10:03:41]

A motion was made by Council Member Mullany, seconded by Mayor Pro Tem Peabody, to Approve the Agenda as Submitted. The motion carried by the following vote 5-0:

AYES: 5 – Mertens, Peabody, Mullany, Hanson, Roche

NOES: 0 – None

3. PUBLIC COMMENTS

[10:03:46] None.

4. CLOSED SESSION

[10:03:46] Mayor Mertens stated the City Council would hold a Closed Session to discuss the following agenda item.

- A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957. Title: City Manager.

At 3:20 p.m. City Attorney Stephen Deitsch stated there was no reportable action taken on this item.

5. ADJOURNMENT

At 11:53 a.m. Mayor Mertens ADJOURNED to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on February 20, 2014 in the City Hall Council Chambers.

Respectfully submitted,

Wade G. McKinney, City Manager/City Clerk

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City Council Meeting Minutes

UNOFFICIAL

Thursday, February 20, 2014
1:30 p.m.
City Hall Council Chambers at
44-950 Eldorado Drive, Indian Wells



Indian Wells City Hall

WELCOME TO A REGULARLY SCHEDULED MEETING OF THE CITY COUNCIL. ALL PERSONS WISHING TO ADDRESS THE CITY COUNCIL SHOULD FILL OUT A BLUE PUBLIC COMMENT FORM BEFORE THE MEETING BEGINS AND GIVE IT TO THE CITY CLERK. WHEN THE MAYOR HAS RECOGNIZED YOU, PLEASE COME FORWARD TO THE PODIUM AND STATE YOUR NAME FOR THE RECORD. A 3-MINUTE TIME LIMIT IS CUSTOMARY. PLEASE NOTE THAT YOU MAY ADDRESS THE CITY COUNCIL ON AN AGENDA ITEM AT THE TIME IT IS DISCUSSED, BUT ONLY AFTER BEING RECOGNIZED BY THE MAYOR. ANY PUBLIC RECORD, RELATING TO AN OPEN SESSION AGENDA ITEM, THAT IS DISTRIBUTED WITHIN 72 HOURS PRIOR TO THE MEETING IS AVAILABLE FOR PUBLIC INSPECTION AT CITY HALL RECEPTION AREA 44-950 ELDORADO DRIVE, INDIAN WELLS DURING NORMAL BUSINESS HOURS.

1. CONVENE THE CITY COUNCIL AND ROLL CALL

[1:30:20] Mayor Mertens convened the City Council of the City of Indian Wells at 1:30 p.m. in the City Hall Council Chambers.

PRESENT: 5 – Mayor Ted Mertens, Mayor Pro Tem Ty Peabody, Council Member Patrick Mullany, Council Member Douglas Hanson, and Council Member Mary T. Roche.

2. APPROVAL OF THE FINAL AGENDA

[1:31:19] Council Member Hanson requested that General Business Item #7A, "Approve Addendum to the Management Contract with Troon Golf", be removed from the agenda and from discussion to the following City Council meeting. Council Member Hanson stated this is requested in order that the Indian Wells Golf Resort Advisory Committee may have a chance to look at this item at their next meeting.

A motion was made by Council Member Hanson, seconded by Council Member Mullany, to Approve the Agenda as Amended. The motion carried by the following vote 5-0:

AYES: 5 – Mertens, Peabody, Mullany, Hanson, Roche
NOES: 0 – None

3. APPROVAL OF THE MEETING MINUTES

[1:32:32]

A. February 6, 2014 Regular Meeting Minutes. Page 9.

A motion was made by Council Member Mullany, seconded by Council Member Hanson, to Approve the Minutes as Submitted. The motion carried by the following vote 5-0:

AYES: 5 – Mertens, Peabody, Mullany, Hanson, Roche
NOES: 0 – None

4. PROCLAMATIONS AND PRESENTATIONS

- A. Proclamation Presentation to 2014 Senior Inspiration Recipient Stella Ohanesian.

[1:33:02] Mayor Mertens presented a Proclamation to Ms. Stella Ohanesian as the 2014 Senior Inspiration Recipient for the City of Indian Wells.

5. PUBLIC COMMENTS

[1:36:17] Angel View's Executive Director Dave Thorton reported that this is Angel View's 60th year and wanted to thank the City for its recent financial support through the City's grant program.

Mr. Curtis Watkins, resident, requested the City Council take time before making a decision on General Business Item #7B. Mr. Watkins stated if there is a concern about the SunLine bus not being able to get into that lane on Highway 111, he suggested moving the bus stop to the east side of the street.

Mr. Denny Booth, resident, stated he reviewed the City Goals and Action Plans for Fiscal Year 2013-14 and it seemed to Mr. Booth that the City Manager seems to be overworked since he has so many tasks.

6. CONSENT CALENDAR

[1:44:21] Mayor Mertens requested that Consent Calendar Item # 6E, "City Warrants and Demands", be pulled from the Consent Calendar for discussion.

- A. Receive and File Planning Commission's Resolution Recommending Approval of Variance Time Extension for 45-410 Cook Street. Page 21.

IT WAS DETERMINED TO **RECEIVE** AND **FILE** RESOLUTION NO. PC 2014-01, APPROVING A TIME EXTENSION FOR VARIANCE NO. 2011-03 TO EXTEND THE FRONT YARD BLOCK WALL AND COLUMN HEIGHTS FROM APPROXIMATELY 3' TO 6' FROM FINISH GRADE AND INSTALLATION OF A FRONT ENTRY GATE AT 45-410 COOK STREET.

THIS MATTER WAS APPROVED ON THE CONSENT AGENDA.

- B. Approve Indian Wells Tennis Garden Water Quality Management Plan, Stormwater Maintenance and Right to Entry Agreement, for Which an Addendum to the Previous PEIR for Tennis Garden Expansion Project was Approved. Page 31.

IT WAS DETERMINED TO **APPROVE** THE WATER QUALITY MANAGEMENT PLAN AND STORMWATER BEST MANAGEMENT PRACTICES MAINTENANCE AND RIGHT OF ENTRY AGREEMENT BETWEEN GARDEN OF CHAMPIONS, LLC AND THE CITY OF INDIAN WELLS, IN ACCORDANCE WITH STATE STORMWATER DISCHARGE PERMIT REQUIREMENTS; AND

TO **AUTHORIZE** AND **DIRECT** THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

THIS MATTER WAS APPROVED ON THE CONSENT AGENDA.

- C. Receive/File City Treasurer's Cash Balance and Investment Report. Page 42.

IT WAS DETERMINED TO **RECEIVE** AND **FILE** THE OCTOBER 2013 CITY TREASURER'S CASH BALANCE AND INVESTMENT REPORT.

THIS MATTER WAS APPROVED ON THE CONSENT AGENDA.

- D. FAMD Warrant and Demands. Page 67.

IT WAS DETERMINED TO **APPROVE** THE FEBRUARY 20, 2014 FAMD WARRANT AND DEMANDS.

THIS MATTER WAS APPROVED ON THE CONSENT AGENDA.

PASSED THE CONSENT AGENDA. A MOTION WAS MADE BY COUNCIL MEMBER HANSON, SECONDED BY COUNCIL MEMBER MULLANY, INCLUDING ALL THE PRECEDING ITEMS MARKED AS HAVING BEEN APPROVED ON THE CONSENT AGENDA. THE MOTION CARRIED BY THE FOLLOWING VOTE 5-0:

AYES: 5 – Mertens, Peabody, Mullany, Hanson, Roche
 NOES: 0 – None

UNOFFICIAL

E. City Warrant and Demands. Page 69.

[1:45:53] Mayor Mertens stated the City has received email with rhetorical questions in regards to the City warrants and demands. The City's policy is it does not respond to rhetorical questions. Mayor Mertens further stated if the residents have any specific questions, to please forward those questions to either the City Council or the City Manager for a response.

IT WAS DETERMINED TO **APPROVE** THE FEBRUARY 20, 2014 CITY WARRANT AND DEMANDS.

A motion was made by Mayor Mertens, seconded by Council Member Hanson, to Approve the February 20, 2014 CITY Warrants and Demands as Submitted. The motion carried by the following vote 5-0:

AYES: 5 – Mertens, Peabody, Mullany, Hanson, Roche
NOES: 0 – None

7. GENERAL BUSINESS

A. Approve Addendum to Management Contract with Troon Golf. Page 81.

[1:31:19] This item was removed from the Agenda and from discussion.

B. Consideration of Request to Extend the Utility Undergrounding Loan Program for District #2 to Homeowner Associations. Page 98.

[1:47:09] Mr. Dave Sweeney, resident, stated that the homeowners association is a non-profit and can take on a mortgage for this expense.

A motion was made by Council Member Mullany, seconded by Council Member Hanson to approve the alternative recommendation as stated in the staff report: approve loan program, no perimeters for term and length; to direct staff to prepare loan agreement and owner participation and authorize City Manager to execute same for discussion purposes.

Council Member Hanson suggested amending this motion to include the specific terms of the loan to be two years at the prevailing interest rate.

30

A substitute motion was made by Mayor Pro Tem Peabody, seconded by Council Member Hanson, to direct staff to extend the utility undergrounding loan program to the Homeowner Associations within District 2, the Council extends the homeowner association loan program to be an one year loan at 1% with a personal guarantee from each homeowner within each association, a 30-day period for staff to negotiate and receive acceptance of this offer or the offer would become null and void, to direct staff to prepare loan agreement and owner participation agreement, and to authorize City Manager to execute same with the participating homeowners associations.

A substitute motion was made by Mayor Pro Tem Peabody, seconded by Council Member Hanson, to Approve this substitute motion. The motion failed by the following vote 2-3:

AYES: 2 – Mullany, Hanson

NOES: 3 – Mertens, Peabody, Roche

A motion was made by Council Member Mullany, seconded by Council Member Hanson to approve the original motion which is the alternative recommendation as stated in the staff report, to approve loan program, no perimeters set for term and length; to direct staff to prepare loan agreement and owner participation agreement and authorize City Manager to execute same.

A motion was made by Council Member Mullany, seconded by Council Member Hanson, to Approve this motion. The motion failed by the following vote 0-5:

AYES: 0

NOES: 5 – Mertens, Peabody, Mullany, Hanson and Roche

City Attorney Deitsch stated that failing any other motion, there was no action taken on this matter and therefore, the loan program would not extended to homeowners associations.

C. Approve Traffic Lane Modifications to Eastbound Highway 111 at Cook Street Intersection. Page 100.

[2:54:36] Mr. Don Hanrahan, resident, stated the pedestrian concerns have not been addressed remarking the right turn lanes are a safety mechanism.

Mr. Andy Elchuck, resident, stated he has had a conversation with the Public Works Director recently on this issue and does not appreciate Mr. Seumalo's statement that no resident has expressed concern to staff on the subject matter.

Riverside County Sheriff's Department Lieutenant Coby Webb stated she supports lane change remarking there is not enough space for cars to merge into the lane going eastbound.

Riverside County Sheriff Department's Motorcycle Patrol Don Calkins stated the majority of collisions are eastbound on Highway 111 in the immediate area and there has been an increase in accidents since the revised lane reconfiguration with Phase 3 of Highway 111.

A motion was made by Council Member Hanson, seconded by Council Member Mullany, to delay any action on the lanes for the next six months and for staff to bring back this matter at that time.

Mayor Mertens stated he does not want his statement to be misconstrued to be supporting widening of Highway 111 to six lanes. He further stated that the lane east of Cook as it exists now is an appropriate lane for a merge and he will go on record as a "No" vote to be consistent with his original comments when this Highway 111 Phase 3 was first considered.

Council Member Hanson amended the motion to DIRECT staff to immediately work with the Sheriff Department and Traffic Engineer, to the extent allowed by state codes, to extend the arrows westerly to Hospitality Lane, the City's west boundary, and to also extend the "merge left" signs and extend the solid white line westerly. Council Member Mullany agreed to the amendment.

A motion was made by Council Member Hanson, seconded by Council Member Mullany, to Approve this motion. The motion passed by the following vote 4-1:

AYES: 4 – Peabody, Mullany, Hanson and Roche
NOES: 1 – Mertens

- D. Quarterly Update and Review of City Goals for Fiscal Year 2013-14. Page 104.

Mr. Tom Connor, resident, stated the Golf Resort is a financial asset and that the Indian Wells Golf Resort Advisory Committee should review the third addendum to the Troon Golf Agreement.

It was the **CONSENSUS** of Council to **RECEIVE** and **FILE** the Quarterly Update of City Goals for Fiscal Year 2013-14 as presented.

AYES: 5 – Mertens, Peabody, Mullany, Hanson, Roche

NOES: 0 – None

9. CITY MANAGER’S REPORT/COMMENTS AND MATTERS FROM STAFF

[3:17:21] City Manager Wade McKinney stated the FPPC’s attorney, Mr. Norton who is investigating the 2012 campaign hit pieces, stated he is bound by FPPC regulations not to confirm where the FPPC is in their investigation.

10. COUNCIL MEMBERS’ REPORTS AND COMMENTS

[3:18:58]

A. Council Member Roche

No report.

A. Council Member Hanson

Council Member Hanson reported on the “topping” ceremony for the new SunLine building.

B. Council Member Mullany

No report.

C. Mayor Pro Tem Peabody

No report.

E. Mayor Mertens

Mayor Mertens report on the RFP the Convention and Visitors Bureau has to increase business during the shoulder season. He also stated the January 2014 hotel figures are good.

11. CITY ATTORNEY REPORTS AND COMMENTS

[3:20:44] City Attorney Stephen Deitsch stated the Council met during the Special Meeting this morning to discuss one Closed Session item. Mr. Deitsch further stated there was no reportable action taken.

12. CITY COUNCIL CLOSED SESSION

At 10:06 a.m. Mayor Mertens stated the City Council would hold a Closed Session to discuss the following items:

- A. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): City of Indian Wells, Respondent vs. Douglas A. Lawellin, et al, Appellants, California Superior Court, Fourth Appellate District, Division Two, Case No. E0600000.

At 3:20 p.m. City Attorney Stephen Deitsch stated there was no reportable action taken on this item.

13. ADJOURNMENT

At 3:21 p.m. Mayor Mertens ADJOURNED to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on March 6, 2014 in the City Hall Council Chambers.

Respectfully submitted,

Wade G. McKinney, City Manager/City Clerk

This council meeting may be viewed on the City's website at <http://www.cityofindianwells.org> click on "City Council Meeting View Online" tab and the complete agenda packets are available on the City's website at <http://www.cityofindianwells.org/cityhall/cagaends.asp>

UNOFFICIAL

Indian Wells City Council

March 6, 2014

Staff Report – Finance Department

Receive and File the City Treasurer’s Cash Balance and Investment Report for November 2013

RECOMMENDATION:

City Council Receive and File the City Treasurer’s Cash Balance and Investment Report for the month of November 2013.

DISCUSSION:

Background:

The Treasurer’s report presents the City’s cash activity and investment portfolio on a monthly basis. The report provides reconciliation between investment balances and City ledger balances. The report provides information on the investment type, dates of maturities, costs, current market value of securities, and rates of interest.

The City’s investment policy is designed to maximize the productive use of assets entrusted to its care and to invest and manage those funds wisely and prudently. Criteria for selecting investments and the order of priority are: (1) safety, (2) liquidity and (3) yield. It is the policy of the City of Indian Wells to invest public funds in a manner which will provide the maximum security of the City’s capital while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds; and beyond that, to maximize return within an acceptable and defined level of risk.

As a City Government, the City of Indian Wells is required to maintain a written investment policy in compliance with legal requirements of Government Code section 53600. Under the Government Code, the City is prohibited from investing in the equity markets like stocks, mutual funds, inverse floaters, or interest only strips; to name just a few. Consequently, the City’s portfolio is not subject to the same volatility we have seen in the financial markets. While no portfolio is free from risk the primary objective of the City’s portfolio is safety. Risk in the City’s portfolio is carefully managed through our established policy. Investments of the City of Indian Wells are undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The City invests in: U.S. Treasuries, Federal Agency Securities, FDIC insured bank certificates of deposit, bonds, and overnight cash investments.

**REPLACED BY MARCH 15, 2014. THE
ATTACHMENTS ARE THE OBJECTIONS TO
NCORE'S DECISION.**

**OUR PURPOSE FOR THESE ENCLOSURES IS TO
MAKE THE CITY AWARE THAT THE VAST
MAJORITY OF VILLAS RESIDENTS
UNEQUIVOCALLY DO NOT WANT MARGANA TO
BE REPLACED.**

THANK YOU WADE.

BOB MITCHELL

**C.C. WARREN MORELION
ANNA GRANDYS
MARGANA CORELLI**

KEEP MORGANA AS OUR MANAGER

#822#6

Sherry Crawford
~~Art Crawford~~

~~#822#6~~

820#3

Carol Clark

74820 #4

AN KOZA

74820

Norman Smith

74820 #2

Jean Dimpel

~~75188 #5~~

DANKA & RADOVAN DODER

74-820

J. J. Snow

74-822

Christina J. Larson

~~84824 #3~~

Norma Cavaliè

24802

Patricia Houtar

74804 #5

Clifford J. W.

74804 #5

Pearl Mentz

74816 #4

Terrie Curry

74814 #2

Joyce L. Hein

000

74-812-5

Estence Bennett

74-8166

Janet Payne

74822 #3

Mary Ann Pantalemon

74812 #3

Mary Rick

74-814 #4

Barbara M Lee

74-820 #6

ROBERT HERTS & SON ADAM HERTS

74-822 #5

Virginia Bookert

74-808 #5

Dorothy Long

74-828 #6

Nancy Johnson

74-828

Patricia Scott

822 #4

Linda West

KEEP MORGANA AS OUR MANAGER

- # 826#1 Regina M. Smith
- # 806#2 William Abrams
- # 802#6 Gloria V. Fischl
- # 816#1 Rita P. MacAulay
- # 806# Vedežda Kubatović
- # 808#6 Jan Ardelyjev
- # 808#6 Florika Ardelyjan
- # 816#2 Maureen Dawson
- # 818#2 Eddie Zachary
- # 824-6 Louise Fontaine
- # 818-3 Myrtle Hamel
- # 812-6 Lillian May
- # 808-3 Tom Nicholas
- # 830#6 Linda Bon
- # 814#1 Louisa Stratton + TOM STRATTON
- # 814#4 Marilyn Sadler
- # 818#1 Mary Dias
- # 808#1 Beargette M. Sandmeier
- # 806#1 Betty H. Rose
- # 804#2 Luella Whiteman,
- # 807#1 Amelia Stephens
- # 804#1 Dixon M. Garretson
- # 802#2 ~~Clyde Anderson~~
- # 804#3 ~~W. B. Rant~~
- 824-#4 } David B. H. Davidson & Mary Jane Hutchins

KEEP MORGANA AS OUR MANAGER

- 802 #1⁴ Alberta Monroe
- 804 #6 David & Moeper
- 812 #4 Janice Spuges
- 74-820 Robert Cree
- 74-808 #2 J. Williams
- 812 #2 B. B. MITCHELL
- 74-830 Shirley Deeneys
- 74-828 Yvonne Sklar
- 74-828 Richard G. Hatch
- 74-830 #4 Alice Robertson
- 74-832 Lu Anne Andrews
- 74-826 #2 Alex Sive
- 74-826 #3 Darrells Kurt and Ibrahim Kurt
- 74-824 #4 Mary Janet Hutchedon
David Arvidsson
- 74-826 #4 Marc Pich
- 74-826 #6 Nancy Gardner
- 74-804 #6 O. L. J. Jr.
- 74-810 #2 Rhonda Grant
- Jack Safford
- Jan Webster
- 74-810 #3 Helen Sallegos
- 74-810 #4 Inew Larson
- 74-810 #5 Jane Rose
- 74-810 #6

The fact that Morgana has effectively managed the Indian Wells Villas for 10 years is evidence of her professional success. This is meaningful to newcomers to know how stable the environment is here.

Morgana has treated me from day one with dignity and respect. From my vantage point, this is how she treats all who reside here. It is rare to find a Manager who can greet over 90 residents on a first name basis.

I, along with many others who live here, respectfully request you allow Morgana to continue her employment here in this facility which we have come to love and enjoy.

PLEASE RECONSIDER.

Regina M. Smith
74-826 Village Center Drive #1
Indian Wells, CA 92210-7227
760-345-1976

March 1, 2014

Dear Bob,

I spoke to Morgana last night and she filled me in on what is going on with her and management. She informed me about the petition that is going around the complex and how you and others have rallied around her under these unfortunate circumstances. My father and I wish we could be there next week for the march at City Hall. We would if it were possible. In the meantime, I was wondering if you wouldn't mind adding my fathers name to the petition list as an absentee. ROBERT HERTS. If you think it will help, please add mine as well, if allowed. ADAM HERTS.

Also, for what it's worth, maybe encourage some in the complex to write a letter. There is still time and letters sometimes go a long way. Especially if the city see's our side of the argument.

Thanks Bob,

Adam

My wife + I HAVE lived Here 4 1/2 YRS
I am 85 she is 80 & unfortunately HAVE
multiple med. problems which limit our
activity + ability to do many things.

Morgan is always there 4 us; Always,
Compassionate - Helpful - Available + caring.

I'm sure the majority of the 91 tenants here
feel the same way.

For the corporation to disrupt this
relationship is ~~Beyond~~ understanding
the property is always clean, well managed,
quiet, peaceful with all the facilities
functioning, due to Morgan's skillful
management.

We all feel sure that there is no one
that can replace her + do as good a
job as she does - to replace her would
be a huge diservice to this community.

We ASK you to strongly reconsider
your contemplated action in this
matter -

Thank you.

Julie & Pearl MINTZ



College of the Desert

43-500 Monterey Avenue

Palm Desert, CA 92260-2499

APPEAL TO INDIAN WELLS VILLAS RESIDENTS TO REJECT MOGANA'S TRANSFER

I was shocked to learn that Indian Wells Villas Management is even thinking to transfer our dynamic and devoted Manager Morgana to another location and replace her with a new Property Manager. This is a very "stupid, ridiculous and impragmatic decision." I have lived here for over a decade and during all these eventful years, Morgana is a very dedicated, intelligent, and hardworking Executive/Decision Maker, who understands and efficiently handles the daily functions and operations of a busy and active Senior Citizen Living Complex.

I sincerely apologise that I cant be with you today, as I have a very important medical appointment with my primary physician.

Is the ENCORE (Management) out of their minds to contemplate such an assanine thought to get a new (unknown quantity person) in our midst and push away Morgana, a known, solid, established and experienced Manager. Earlier in my life, as Director and Administrator of the Coachella Valley Medical Group and later as a Professor of Business Administration & Economics, especially in the field of Human Resources Management, Morgana has proved to be an excellent , hands-on Manager.

Let me give you an example. Last year, during one late, dark night there is hard knocking on my door. It is the son of my aging neighbour. His Mother has fainted and collapsed in her apartment . He is desperately trying to get in but she has locked her apartment from inside. To cut the story short, it is Morgana, who comes to the rescue. Ambulance, fire-brigade come and save her. Indian Wells Villas Management should hire a permanant Security Guard , who could be on hand to handle such emergencies. There are so many incidents, unexpected occurences and happenings, where Morgana has adriotly solved and smoothen things out and maintained an aura of calm normalcy.

For all the hard work and sacrifices Morgana has done to make our lives happy and peaceful, ENCORE has now awoke from their stupor, with their brilliant idea of taking away our dear Morgana who has been with us, helping and taking care of our lives for so many years. Instead of transferring her, ENCORE should appreciate Morgana's caliber, talent and hard work and give her a BONUS and RAISE her salary. She definitely deserves it.

So my dear brothers and sisters, UNANIMOUSLY REJECT ENCORE'S PROPOSAL TO TRANSFER MORGANA and let her "STAY PERMANANTLY" with us. We love and want Morgana. Please dont take her away from us. Thank you.

(Prof. Jal J. Shaikh)

Jal J. Shaikh
74828 Village Center Dr #1
Tel: 760-341-6228



OK

decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future, which are or become applicable to SoCal, the City Villas or any use or operations conducted thereon.

ARTICLE III
IDENTIFICATION OF REPRESENTATIVES

1. City's Representative. SoCal shall work closely with City's representative ("City Representative") as designated in writing by the City Manager. The City Representative shall review and approve SoCal's work. SoCal shall keep the City's Representative informed of progress on all aspects of the operation of City Villas.

2. SoCal's Representative and Staffing. SoCal designates as its principal for supervision of the tasks and services required by this agreement the following individual(s):

Rebecca F. Clark

SoCal represents that it employs or will employ all personnel required for the satisfactory performance of any and all tasks and services to be furnished by SoCal. SoCal will provide a full time on site manager for each City Villas property. A site manager shall not be replaced by SoCal without prior written notice to City nor without written approval from the City Representative. Approval of other qualified SoCal staff in addition to the site manager shall not be unreasonably withheld.

a. Site Manager. The site manager shall be responsible for the day-to-day management and operation of the City Villas. The name and telephone number (both home and business) of all managers shall be provided, in writing, to City and shall be current at all times. The site manager(s) shall be reasonably available during normal working hours to meet with the City Representative. After normal working hours, the managers shall be reasonably available if deemed necessary by the City Representative.

ARTICLE IV
EMPLOYMENT PRACTICES OF SoCal

1. Nondiscrimination. In providing for the performance of the tasks and services required by this agreement, SoCal shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, or national origin.



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considered*

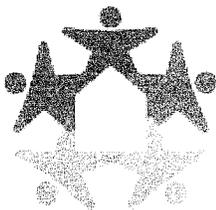
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Home

Together, we transform lives and communities.



HOPE through HOUSING
FOUNDATION

COMMUNITY MANAGER – INDIAN WELLS VILLAS

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APPLY HERE

National Community Renaissance is committed to first class management of our properties which transforms their neighborhoods and the lives of our residents. The Community Manager is the front line in implementing our vision.

The Community Manager is responsible for:

- Leading the overall administration, compliance, and maintenance of the property, while striving to maintain 100% occupancy;
- Working in partnership with Hope Through Housing to develop and deliver social programs for our

residents and the neighborhood;

- Must assume proactive behavior and measures in order to properly represent National Community Renaissance and build relationships in the community.

The Community Manager reports to the Regional Manager, Area Manager, or Senior Community Manager. The Community Manager directs and supervises all on-site personnel and resources.

RESPONSIBILITIES

Compliance

- Ensure resident files and Yardi data are maintained in accordance with Compliance and Property Management policies and regulations.
- Review and approve all resident notices pertaining to recertification.
- Maintain property waiting list in accordance with the properties' Tenant Selection Plan.
- Ensure applications for housing are processed in accordance with properties' affordable housing covenants.
- Process annual re-certifications within established timelines.

Property Operations

- Handle marketing and advertising for vacancies in accordance with properties' Affirmative Fair Housing Marketing Plan.
- Ensure that all appropriate notices are remitted to residents in a timely manner and are completed and served within the requirements set forth in the lease.
- Conducts monthly site inspections and prepares report for management.
- Manage office supply inventory and work closely with Resident Services to ensure maintenance supplies are purchased in a timely manner and in accordance with the approved budget.
- Work cohesively with resident services staff to ensure vacancies turn times are met in accordance with company policy.
- Ensure work orders are processed in Yardi within established timelines.

Financial

- Accurately account for and balance petty cash in accordance with company policies and procedures.
- Prepare deposits for banking and posts resident payments into Yardi within timelines established by management.
- Prepare management required month end reports.
- Manage account receivables and ensure past resident balance due receivables are turned over to collection agencies.
- Keeps resident ledgers accurate and works diligently with accounting to resolve any errors.

Human Resources

- Management of on-site office employees which includes: interviewing, training, performance evaluations

and disciplinary actions.

- Maintain positive relationships with CORE internal departments.

Customer Service

- Respond to all resident complaints in a timely and professional manner.
- Create a community of caring and excitement that is contagious for our residents and noticeable to the community at large.

Resident Programs

- Designs, implements and manages appropriate resident programs and is responsible for their on-going success.

Community Relations

- Manage ongoing positive relationships with all City staff and other local representatives and social service providers.

General

- Must attend Company sponsored events that relate to the development of the team, which, from time to time, may include overnight stays at locations away from the employee's home.
- Other duties as requested.

SKILLS

- Must have a hard working, positive attitude.
- Ability to work with and understand persons of all ethnic and family backgrounds.
- Ability to build and deliver specialized programs appropriate to the residents of the community.
- Ability to build external relationships while positively promoting the organization.
- Must be organized and proficient at time management
- Proficient in English language in verbal and written communications
- Relate to others beyond giving and receiving instructions
- Demonstrate initiative, personal awareness, professionalism, integrity and exercise confidentiality in all areas of performance.

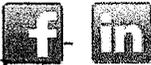
EXPERIENCE

- Minimum of a high school education or equivalent.
- Minimum two to five years working in a position with comparable responsibilities.
- Minimum two years working in a customer service environment.
- Minimum two years Supervisory experience.
- Financial management.
- Microsoft Office Products such as Word, Excel, and Outlook.

- Yardi property management accounting software is preferred.

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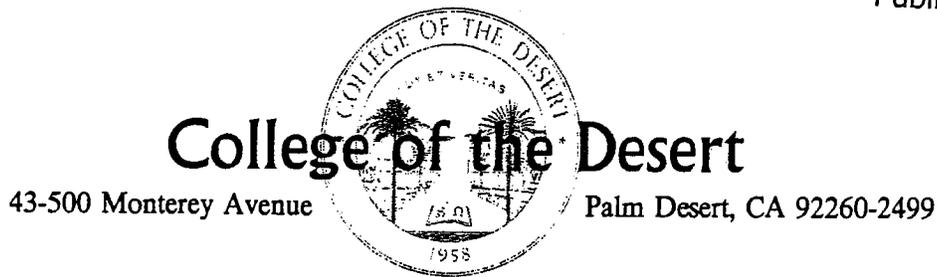
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Contact



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(Prof. Jal J. Shaikh)

Jal J. Shaikh
74828 - Village Center Dr #1
Tel: 760-341-6228



My wife + I HAVE lived here 4 1/2 yrs
I am 55 she is 50 & unfortunately have
multiple med. problems which limit our
activity + ability to do many things.

Morganst is always there 4 us, Always,
Compassionate - Helpful - Available + Caring.

I'm sure the majority of the 91 tenants here
feel the same way.

For the corporation to disrupt this
relationship is beyond understanding
the property is always clean, well managed,
quiet, peaceful with all the facilities
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We all feel sure that there is no one
that can replace her + do as good a
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be a huge disservice to this community.

We ask you to strongly reconsider
your contemplated action in this
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Thank you.

Julie & Pearl Mintz

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74-826 Village Center Drive #1
Indian Wells, CA 92210-7227
760-345-1976

March 1, 2014

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Also, for what it's worth, maybe encourage some in the complex to write a letter. There is still time and letters sometimes go a long way. Especially if the city see's our side of the argument.

Thanks Bob,

Adam

My name is Judy Blackburn, and I have lived in Indian Wells since 1977. My late husband, Cap Blackburn, and I were living in Newport Beach when we discovered this little jewel of a city and decided we would never leave Indian Wells. We opened a real estate office in the Indian Wells Hotel across the street from the city hall on Club Drive, and eventually Cap found the property for the current city hall location.

After my husband died in 1993, I was lucky to meet Bob Mitchell and have been blessed with a "second time around" beautiful life with Bob who shares with me the passion for our lives in this beautiful city of Indian Wells.

About 10 years ago, I was delighted to see that Margie Corelli had become the manager for Indian Wells Villas where Bob has his apartment. I knew Margie from Newport Beach in the '80s where she managed The Dunsmuir Marina with great people skills and business acumen, especially for someone so young. She later was marina manager at Sibley Peninsula where my parents resided.

For the past 10 years, I have observed Margie Corelli's adroit skills in the management of

Indian Wells Villas and the utmost compassion in which she treats the senior citizens of this community. The residents feel happy, safe and secure with Morgana, and their world is now devastated with the current upheaval with this sudden proposal to transfer Morgana against her wishes with unjust compensation.

My friends at the villas have told me that they can't sleep and are so unhappy with the thought of Morgana being unjustly ripped from their environment.

In closing, I haven't slept well myself. I am selling my home at Los Lagos, and have my application for an apartment at the Villas, a plan I have had for 3 years, knowing what a happy environment we have in our city that I could go to. My well thought out decision is now confusing. I can't quite afford to live in my current home comfortably, but neither can I afford to be treated unjustly.

I am now devastated with this potential erosion of integrity of this portion of our city and I am pleading that these abrupt tactics in management not be allowed to occur in our city, as this ultimately affects all of the people of Indian Wells.

Please review this matter with the urgency and thoroughness it deserves.

Very sincerely,
Blair

Saturday, March 1st, 2014

City of Indian Wells
44-950 Eldorado Dr
Indian Wells, CA 92210

Dear City of Indian Wells:

It was recently brought to my attention that Morgana Corelli, a dear friend and manager of Indian Wells Villas, was abruptly told by management she had to leave her position of 10 years and move to another apartment building. She has been given all but about a two week time frame to make this major adjustment. Again, this is not a proposal/choice being given to her by her employers. These are orders. Anger, outrage, disbelief and sadness are only a small handful of words I can use at this time to express my feelings.

Morgana Corelli is not only considered by many in the Indian Wells Villas complex to be an extremely friendly, competent and responsible manager for the time she has worked there, but also a person who has always cared deeply about the tenants and their day to day needs just like they were her own family. Many who I have met over the years consider her in that way. My self included. It would be a huge loss for the tenants to lose her.

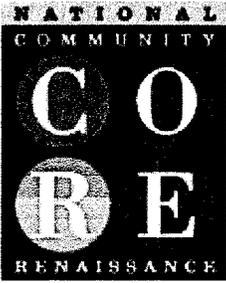
As someone whose father has lived at Indian Wells Villas for over 15 years now, I can assure you that it would be a monumental loss if she had to leave the complex. She has always been there for him every time he has needed her. And in the last few years, it has been quite often as he has had some health issues. She has always been in touch with me if there was ever a problem. Or just to let me know everything is OK. This is one of those prime examples of why I consider her family.

I have had to make many trips down there from LA to be with him. However, knowing that Morgana would be there if I wasn't able to come down at any given time was always a blessing. I can't emphasize enough how important it is for the complex to continue to have a live-in manager. Not just for my father, but for the many other tenants who I have met over the years and who deserve to have someone as wonderful as Morgana.

It is my sincere hope on behalf of my father, as well as all the other tenants at Indian Wells Villas, that the City of Indian Wells is able to take any possible action within it's jurisdiction to prevent this unjustified decision by Indian Wells Villas Management from taking place. Your efforts will be greatly appreciated by all who are banding together to try to keep her as manager.

Very Sincerely,

Adam Herts



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Employment

Together, we transform lives and communities.



HOPE through HOUSING
FOUNDATION

Employment

National Community Renaissance & Hope Through Housing Foundation Job Opportunities



APPLY BY FAX:

To apply by fax submit application to (909) 291-0238. Please click the icon to the left to download the employment application.

Current Employment Openings:

Los Angeles County

See Andrew Wells info

Community Manager

Location: Tres Lomas (Los Angeles, CA)

Community Manager

Location: La Quinta Apartments (Palmdale, CA)

Resident Services Supervisor

Location: La Quinta Apartments (Palmdale, CA)



San Bernardino County

Community Manager

Location: Northgate Village (Victorville, CA)

Community Manager

Location: Rancho Verde (Rancho Cucamonga, CA)

Resident Services Technician

Location: Plaza at Sierra / Fountains at Sierra (Fontana, CA)

Riverside County

Why only In CA??

Community Manager

Location: Indian Wells Villas (Indian Wells, CA)

*Job is parting unknown
new CEO on 1/24*

San Diego County

Afterschool Program Staff

Location: Paseo del Oro (San Marcos, CA)

Community Manager

Location: Vista Terraza (San Diego, CA)

Community Manager

Location: Villa Serena (San Marcos, CA)

Community Manager

Location: Westlake Village (San Marcos, CA)

Arkansas

Community Manager

Location: Stone Ridge and Cedar Ridge Apartments (Little Rock, AR)

Corporate Office Openings:

National CORE Fact Sheet

National Community Renaissance (CORE) is one of the nation's largest non-profit affordable housing developers with a 20-year track record in community revitalization. At **CORE**, we transform the economic and social future of communities by building quality, affordable housing combined with best practice social services to improve the self-sufficiency of our residents. We choose to work with communities in the most challenged neighborhoods, typically places of crime and blight that the market simply will not address in the foreseeable future. **CORE** makes a difference with the help of forward-thinking political leaders, public/private sector development strategies, generous donors and our extensive network of partnership experts...and *together, we build great communities.*

In-House Divisions

- Development
- Property Management
- Compliance
- Construction
- Social Services
- Asset Management

Types of Developments

- Senior
- Special Needs
- Mixed Income
- Multifamily
- Mixed Use

Social Services

Senior Social Services – 2,000 older and disabled adults served

- Care management
- Information and referral

Youth Development Services – 4,242 youth served annually

- K-12 academic & enrichment programming
- Family involvement activities

Child Development Services – 136 preschoolers served annually

- Head Start and State preschool
- Locally-subsidized preschool
- Five preschools operational
- Four preschools under development

Financial Self-Sufficiency

- Financial literacy
- Asset-building tools
- Pathway to homeownership

Project Descriptions



Arkansas

- 4 developments
- 541 units
- 622 residents



Florida

- 5 developments
- 314 units
- 599 residents



California

- 63 developments
- 6,659 units
- 13,971 residents



Texas

- 5 developments
- 778 units
- 1,364 residents

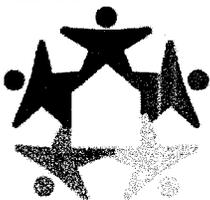
Financing Tools Used

- HUD Section 202
- HUD Section 221(d)4
- HOME
- 9% Tax Credit
- AHP
- Tax-exempt Bond
- FHLB
- Local Redevelopment Agency Tax Increment
- Project-based Section 8 Rental Subsidy
- HUD Section 811
- HUD Section 223(f)
- CDBG/CDBG DR
- 4% Tax Credit
- MHP
- MHSA
- Private Loans

Federal Funding Sources

- Department of Housing and Urban Development
 - Community Development Block Grants ✓
 - Choice Neighborhoods
 - Transit-Oriented Developments
- Department of Education
 - Fund for the Improvement of Education
 - After School & Beyond Programs
 - Promise Neighborhoods
- Department of Justice
 - Office of Justice Programs
 - After School & Beyond Violence Prevention Programs
- Department of Health and Human Services Centers for Medicare and Medicaid Services ✓
 - PACE – Program All-inclusive Care for the Elderly
- Department of Agriculture
 - Rural Housing

123456



HOPE through HOUSING FOUNDATION

Providing seniors, families and youth with quality, best-practice services is an investment in their future and that of their neighborhoods. National CORE's Hope through Housing Foundation knows that to affect long-term and significant community change, housing is only the first step. Once safe, quality housing is achieved, true revitalization occurs when there is access to resources that promote prosperity, quality of life and physical well-being. HOPE enhances National CORE communities with a wide range of services:

SOCIAL SERVICES:

Financial Self-Sufficiency

- Financial literacy
- Asset-building tools
- Pathway to homeownership

Child Development

- Head Start and State preschool
- Social and emotional skill development
- Reading and math skills development

Youth Development

- K-12 academic & enrichment programming
- Homework assistance
- Violence prevention programs
- Physical recreation
- Family involvement activities

Senior Services/Independent Living

- Care management
- Benefits and entitlement counseling
- Onsite food banks
- In-house health clinics
- Special assistance for disabled adults

Special Needs Services

- Support for disabled adults
- Socialization for formerly homeless adults

SUPPORT OUR MISSION

Hope through Housing Foundation provides its premier social services with the generous support of contributors like you. We need your help!

FAMILY SERVICES



CORE and HOPE are focused on helping families attain greater economic prosperity and mobility. Financial literacy training provides needed information and assistance on budgeting, banking and overall money management with the goal of assisting our residents in becoming more self-sufficient.

CHILD SERVICES



HOPE partners with Head Start and licensed preschool services onsite at many of our multifamily complexes. All services are designed to prepare preschoolers for entry into kindergarten. This emphasis on school readiness includes a focus on developing children's social and emotional skills as well as early reading and writing skills.

YOUTH SERVICES



Our quality afterschool programs serve children in grades K-12 who live in our properties or surrounding neighborhoods. Trained staff provide homework assistance, a healthy snack, physical recreation, and activities that reinforce math, literacy, and other academic skills. Programs also emphasize violence prevention.

SENIOR SERVICES / INDEPENDENT LIVING



HOPE's Connections to Care model offers seniors and individuals with disabilities the opportunity to remain in their homes with dignity for as long as possible. Care Managers ensure that residents have sufficient basic needs, preventative and basic health care, and that they maintain social interaction.

Together these core services help bridge the gap between community and home.

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Cid Pinedo Named Chief Operating Officer for National CORE

Does he know of problems @ I W ?

Posted on: 01-24-2014

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RANCHO CUCAMONGA, Calif. – Ciriaco “Cid” Pinedo has been appointed Chief Operating Officer of National Community Renaissance, one of the nation’s largest nonprofit developers of affordable housing,

company CEO Steve PonTell announced today.

Pinedo, most recently associate superintendent of business services and economic development for the Chaffey Community College District, brings more than 20 years of experience working with educational, nonprofit, church, government and business organizations.

At National CORE, he will have responsibilities for operations at National CORE and its Hope through Housing subsidiary. He will also be involved in redefining housing affordability on the national level and integrating upward mobility into CORE's overall program.

Rancho Cucamonga-based CORE manages nearly 9,000 housing units across four states. During the past 20 years, Hope through Housing has provided more than 2 million hours of aligned social services for CORE residents and surrounding neighborhoods.

"Cid Pinedo brings superb leadership, strategic thinking and organizational skills to our growing company, and we're thrilled to have him fill this critical role," PonTell said. "Cid has a strong reputation and a keen understanding of the business side of nonprofit enterprises such as ours. His experience and insight will be invaluable."

Pinedo is well known throughout the Inland Empire and community college system for his innovation and community focus. As associate superintendent at Chaffey, he has been responsible for the leadership and direction of the college district's economic and workforce development programs as well as business services. He manages the district's \$230 million bond program, and leads the external relations functions for legislative, governmental, foundation and alumni programs.

Pinedo received his bachelor's degree in philosophy at St. John's Seminary, and completed his doctoral studies in organizational leadership at the University of La Verne.

"National CORE's mission of transforming lives and communities can be seen in the work they've done across the country, and I can't wait to join this incredible team of professionals," Pinedo said. "CORE has helped put affordable housing on the national agenda, through its work with the Clinton Health Matters Initiative and others. It's an essential element to bridging the poverty gap, and I look forward to helping advance the issue, raise awareness and coming up with workable solutions."

In addition to his work at Chaffey, Pinedo serves on the boards of the Los Angeles County Fair Association, Pomona Valley Hospital Medical Center and the El Monte Coalition of Latino Professionals. He also is former chairman of the city of La Verne Planning Commission.

Over its 22-year history, CORE has received national recognition for its innovation and meshing of quality, affordable housing with transformational social services. In 2013, its Alta Vista development in East Los Angeles was voted the top workforce housing development in the country by the National Association of Home Builders. Its proposed redevelopment of Waterman Gardens in San Bernardino is being hailed as an economic catalyst for the city.

CONTACT: Steve Lambert, The 20/20 Network
(909) 841-7527

steve@the2020network.com

Alta Vista Family Opportunity Center Receives \$150,000 Keck Foundation Grant

Categories: Affordable Housing, News Releases

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INDIAN WELLS VILLAS



Contact Information

Phone: 760-568-9199 - I W office
 Fax: 760-773-4923
 Email: IndianWellsVillas@nationalcore.org
 Address: 74-800 Village Center Drive
 Indian Wells, CA 92210

Leasing Office Hours

Monday - Friday: 8:00 a.m. - 5:00 p.m.
 Saturday and Sunday: Closed

Description

INDIAN WELLS VILLAS features a shimmering pool, two spas, lush landscapes, a Community Center, Beauty Salon, Computer Room, Fitness Center, and an Outdoor Lounge with shaded walkways and streams. Unique award winner architectural design, our beautiful Senior property is conveniently located adjacent to shopping and transportation in Indian Wells and Palm Desert. We have an on-site staff of professionals available to see if we can make INDIAN WELLS VILLAS your next home...

Amenities

COMMUNITY AMENITIES

- ☛ 62+ Senior Community Offer 1 Bedroom and 1 Bath Apartments
- ☛ All Units Come with Individual Garages with Atriums
- ☛ Community Room with Kitchen, Library, and Big Screen TV
- ☛ Lush Landscaping with Citrus Trees
- ☛ Learning Center



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About

Together, we transform lives and communities.



HOPE through HOUSING
FOUNDATION

About Us

ONE GOAL. ONE MISSION.

**NATIONAL COMMUNITY RENAISSANCE AND HOPE THROUGH HOUSING FOUNDATION
— WORKING TOGETHER TO CREATE SUSTAINABLE COMMUNITY CHANGE.**

Great feats are seldom the work of one, but the endeavor of many. National Community Renaissance (National CORE) understands that prosperity, security, revitalization, and growth require a concerted collaboration and shared ambitions. We are a nonprofit affordable housing developer, but our work is not about bricks and mortar, rather creating healthy communities that thrive and prosper for many generations to come.

At National CORE, we support families and seniors by providing housing communities that are affordable, safe, and of the highest quality. We enhance neighborhood stability through long-term management and maintenance, as well as industry-leading services such as senior wellness, preschool and afterschool programs, and family financial training.



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COMMUNITY MANAGER – INDIAN WELLS VILLAS

should NOT be an entry level training position

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APPLY HERE

National Community Renaissance is committed to first class management of our properties which transforms their neighborhoods (and the lives of our residents). The Community Manager is the front line in implementing our vision.

The Community Manager is responsible for:

- Leading the overall administration, compliance, and maintenance of the property, while striving to maintain 100% occupancy;
- Working in partnership with Hope Through Housing to develop and deliver social programs for our

residents and the neighborhood;

- Must assume proactive behavior and measures in order to properly represent National Community Renaissance and build relationships in the community.

The Community Manager reports to the Regional Manager, Area Manager, or Senior Community Manager. The Community Manager directs and supervises all on-site personnel and resources.

RESPONSIBILITIES

Compliance

- Ensure resident files and Yardi data are maintained in accordance with Compliance and Property Management policies and regulations.
- Review and approve all resident notices pertaining to recertification.
- Maintain property waiting list in accordance with the properties' Tenant Selection Plan.
- Ensure applications for housing are processed in accordance with properties' affordable housing covenants.
- Process annual re-certifications within established timelines.

Property Operations

- Handle marketing and advertising for vacancies in accordance with properties' Affirmative Fair Housing Marketing Plan.
- Ensure that all appropriate notices are remitted to residents in a timely manner and are completed and served within the requirements set forth in the lease.
- Conducts monthly site inspections and prepares report for management.
- Manage office supply inventory and work closely with Resident Services to ensure maintenance supplies are purchased in a timely manner and in accordance with the approved budget.
- Work cohesively with resident services staff to ensure vacancies turn times are met in accordance with company policy.
- Ensure work orders are processed in Yardi within established timelines.

Financial

- Accurately account for and balance petty cash in accordance with company policies and procedures.
- Prepare deposits for banking and posts resident payments into Yardi within timelines established by management.
- Prepare management required month end reports.
- Manage account receivables and ensure past resident balance due receivables are turned over to collection agencies.
- Keeps resident ledgers accurate and works diligently with accounting to resolve any errors.

Human Resources

- Management of on-site office employees which includes: interviewing, training, performance evaluations

and disciplinary actions.

- Maintain positive relationships with CORE internal departments.

Customer Service

- Respond to all resident complaints in a timely and professional manner.
- Create a community of caring and excitement that is contagious for our residents and noticeable to the community at large.

Resident Programs

- Designs, implements and manages appropriate resident programs and is responsible for their on-going success.

Community Relations

- Manage ongoing positive relationships with all City staff and other local representatives and social service providers.

General

- Must attend Company sponsored events that relate to the development of the team, which, from time to time, may include overnight stays at locations away from the employee's home.
- Other duties as requested.

SKILLS

- Must have a hard working, positive attitude.
- Ability to work with and understand persons of all ethnic and family backgrounds.
- Ability to build and deliver specialized programs appropriate to the residents of the community.
- Ability to build external relationships while positively promoting the organization.
- Must be organized and proficient at time management
- Proficient in English language in verbal and written communications
- Relate to others beyond giving and receiving instructions
- Demonstrate initiative, personal awareness, professionalism, integrity and exercise confidentiality in all areas of performance.

EXPERIENCE

- Minimum of a high school education or equivalent.
- Minimum two to five years working in a position with comparable responsibilities.
- Minimum two years working in a customer service environment.
- Minimum two years Supervisory experience.
- Financial management.
- Microsoft Office Products such as Word, Excel, and Outlook.

From: joycesellsvegas <joycesellsvegas@aol.com>

To: alindsey <alindsey@nationalcore.org>

Subject: Morgana

Date: Mon, Mar 3, 2014 4:33 pm

Angela

Here is the list of Lease Agreement and General Policies & Guidelines that Morgana ignores. and violates

1. Sending maintenance and outside vendors without notification

Lease #12

General Policies #31

Maintenance will show up unexpected or she will send maintenance with outside vendor to do repair work without any notice. I have told her several times to please call me to make an appointment or times that I will not be available which she completely ignores. Extra service call charges???

2. Resident shall not disturb, annoy, endanger or inconvenience another resident

Lease #6

My neighbor Ilona is very good friends with Morgana and I have asked Morgana the please talk to her in reference to her washing down here patio and watering her plants and leaving the dirt and leaves on my entry way. I have asked Morgana no less than 5 times and Ilona continues to do the washing down and leaving a mess for me to clean up. When I have asked Ilona not to leave the mess she tells me to "Shutup" and that she has been doing this for ten years and not about to stop.

3. Discrimination for arbitrary reason --Morgana has said to me "why don't you just move ?" on two occasions when confronting her with a complaint that she is not notifying me when she is sending people to my apartment and told me that I was a very "unhappy person" when I was telling her about problems with Ilona walking Morgana's "dog" (coyote per Morgana when I first moved in).

My response was that I didn't know she has a degree in psychology. Ilona has been bullying dog owners to meet Morgana's animal. Morgana also calls residents "honey, hon, sweetie which is all too familiar and inappropriate for her position as manager.

Lease #29 Federal Fair Housing

4 Pets in common areas (pool, recreation room, exercise room etc.

Morgana has animal in the office, rec room and around the pool OFF LEASH nearly daily and some days several times a day. Some dog owners bring their dogs to the pool area and rec room for morning coffee and let their dogs run around off leash. At one Monday morning Donut Social Morgana's animal comes walking into the rec room and walks over the a table where residents are eating and puts her head down on the table next to the persons plate of food. Health Department should have been notified.

General Policies #6-E

Swimming Pool Addendum #8

Pet Addendum # 1 thru 4

5. Parking - Garages

Allowing residents to parking in guest parking for extended periods of time (months) when their garage is empty of a vehicle. Guest parking is limited

General Policies #9 1 & 2

6. Patios - Non-patio items such as trash bags, fertilizer bags, lounge chairs leaning against apartment wall, scooters and other items that should that should be stored out of sight. Some of the patios appear to look extremely trashy and an eyesore.

General Policies #28

Morgana's pet is a full or hybrid coyote and according to Animal Control is illegal in Riverside County

The pet has been aggressive on two occasions to my dog (once off leash and once on leash, but not controlled) and has grabbed a very small dog around the neck.

All three times have been while Morgana has been "in charge of her pet"

I am aware that I could have called Animal Control but I know that they would put the animal down.

Personally I am against putting the pet down as it is not there fault that they have an arrogant and/or incompetent owner.

I was told by the resident that Morgana had failed to disclose to him that there had been a death (suicide) prior to his move-in. (Law that you must disclose).

Morgana does not walk the property during the day and rarely at night.

Beauty Shop lights are left on along with heat/AC for over 3-4 day weekend.

Fitness room lights, TV and back doors left open over 3-4 day weekend and some nights.

Rec Room back door is being left open and lights left on overnight. Walkway lights out.

Wouldn't she see these things if she walked the property?

Rec Room -- Christmas Eve 2012 -- Another resident and I worked for 4-1/2 hours EACH cleaning, vacuuming, washing all tables and all chairs. Hot buffet serving pieces had to be scrubbed (filthy with dried old food and grease left on them). Kitchen floor was so dirty your shoes stuck to the floor.

Christmas morning breakfast (that was hosted by 5 of us) for the residents went well and the rec room was finally clean.



LEASE AGREEMENT

APT # 5
MAILBOX #
PARKING #

This Lease Agreement is made and entered into between National Community Renaissance of California (hereinafter "Landlord"), and the individual(s) listed below (hereinafter "Resident").

(702) 283-0350

Resident: Joyce Branstetter DOB: 8/15/1945
Resident: DOB:
Resident: DOB:
Resident: DOB:
Resident: DOB:

The word Resident as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, Landlord rents to Resident, and Resident rents from Landlord, for residential purposes only, the premises known as:

Apt # 5, located at 74-802 Village Center Drive, Indian Wells California

- 1. TERM: This Lease creates a 12 month, and 0 days tenancy commencing November 1, 2013...
2. RENT: Resident shall pay the monthly rent of \$ 655.00 in advance on or before the FIRST DAY of each month...
3. PRORATE: Rent for the period from n/a, 20, through n/a 20, shall be \$ n/a...
4. LATE CHARGES: Rent is due and payable in advance no later than 5:00 p.m. on the first day of each month...
A. Resident agrees to pay a \$50.00 late fee...
B. In the event the bank dishonors Resident's check...
C. Resident agrees that it would be impractical or extremely difficult to fix the actual damages to Landlord...



5. **SECURITY, REPAIR AND CLEANING DEPOSIT:** Resident has paid Landlord, upon execution of this Lease, a security deposit of \$ 450.00. Said deposit shall be held by the Landlord as security for the faithful performance by Resident of all the terms of this agreement. Landlord may at any time use any part/portion or all of said deposit to remedy Resident's defaults in the payment of rent, of tenancy, including but not limited to painting, carpet cleaning and window treatment cleaning, or to repair or replace personal property. Resident must return the Premises as clean as received, and agrees to restore the Premises to original condition (subject to normal wear and tear) at commencement of tenancy as evidenced by the Move-In Inspection Check List signed by the Resident prior to occupancy. If any part of the security deposit is so utilized by Landlord during the term of tenancy, Resident agrees to reinstate said total security deposit upon three (3) days written notice delivered to Resident in person or by mailing. No later than twenty-one (21) days after Resident has vacated the Premises, the Landlord shall furnish Resident with an itemized written statement of the disposition of such security deposit and shall return any remaining portion of said deposit to Resident. As applicable, any deposit or refund check will be made payable jointly in the name of each Resident who has executed this Lease unless Landlord receives written instructions to the contrary, executed by all such Residents.

As required by law, Resident is hereby notified that a negative credit report reflecting on Resident's credit history may be submitted to a credit-reporting agency if Resident fails to fulfill the terms of Resident's credit obligations.

6.

USE OF PREMISES:

- A. The Premises are rented for residential use only.
- B. Without the prior written approval of Landlord, no dogs, cats, birds, or other pets of any kind shall be kept or allowed on the Premises.
- C. Resident and Resident's household members and guests shall not disturb, annoy, endanger or inconvenience other residents or neighbors, nor use the Premises for any immoral or unlawful purpose nor violate any law or ordinance, nor commit waste or nuisance upon or about the Premises.
- D. Individuals described below are the only permitted occupants under this agreement.

| | |
|----------------------------|------------|
| Authorized Occupant: _____ | DOB: _____ |

Resident(s) agree that the Premises shall be used only as living quarters for above-named persons. No additional persons may occupy the Premises without the Landlord's prior written consent.

7. **ALTERATION OF PREMISES:** Resident may not alter the Premises in any manner without the Landlord's prior written consent. Alteration includes, but is not limited to, painting, wallpaper, changing of locks, or modification of electrical appliances. Waterbeds are permitted with acceptable insurance naming Landlord as co-insured on file. Washers and dryers are not allowed to be operated in the apartment unless the apartment is specifically designed to accommodate washers and dryers.

8. **MAINTENANCE OF PREMISES:** Resident has examined the Premises and is satisfied with its physical condition, order and repair. Upon termination or expiration of the Lease, Resident agrees to surrender the Premises to Landlord as clean as received and in the same condition as received, reasonable wear and tear expected. Resident shall maintain the Premises in a neat, clean, and undamaged condition and, in particular, shall comply with all applicable provisions of building codes regarding public health and safety. Resident agrees to (a) dispose of all ashes, rubbish, garbage and waste in a clean and safe manner; (b) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; and (c) generally conduct him/herself and invited guests in a manner so as not to disturb other tenants, deface, damage, or otherwise harm any part of the Premises. Resident shall be responsible for all glass on the Premises. If Resident becomes aware of any damages, dilapidation, deterioration or faulty condition in the Premises, Resident(s) agrees to immediately inform Landlord of same in writing stating the condition and, if known, its cause. Resident shall indemnify and hold Landlord of the Premises free and harmless from any lawsuit or liens resulting from Resident(s) performance of, or failure to perform, the obligations stated in this Lease.

9. **UTILITIES:** Resident shall pay for all utilities services and charges, except Water, Trash, Sewer. Prior to the commencement date of this Lease Agreement, Resident shall take any and all action necessary to transfer utilities and services for which Resident is responsible for payment into Resident's name. Failure to comply with the requirements of this paragraph shall constitute a material breach of this Lease Agreement.



10. **PARKING:** Landlord reserves the right, but not the obligation, to assign specific parking spaces at the Property. Landlord may also designate specific areas for prospective residents or handicapped parking. No automobile or any other motor-driven vehicle or cycle may be brought onto the Property unless such vehicle is insured for public liability and property damage. Boats, trailers, and oversized vehicles are not permitted on the Property at any time. Prohibited vehicles, inoperable vehicles, unlicensed vehicles, vehicles parked in a space assigned to another, and vehicles parked in a tow-away zone or otherwise impeding traffic will be towed away without notice at the vehicle owner's expense. Motorcycles are not permitted on the sidewalks, in landscaped areas, or in any building at any time. Additional regulations regarding parking are contained in the General Policies and Guidelines.

11. **PETS:** No pets are permitted in the Premises or on the Property at any time except by prior written consent of Landlord. Service or support animals for the disabled are not considered to be pets, but still require advance approval from management. Should Landlord agree to permit a pet, a separate agreement must be signed by both parties. The keeping of a pet for any duration without written consent shall constitute a material breach of this Lease. Such breach may result in the termination of the Lease by Landlord and eviction from the Premises.

12.

RIGHT OF ENTRY: Landlord or Landlord's agents shall have the right to enter the premises as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors, or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5 when the Resident has abandoned or surrendered the premises, and pursuant to court order. Landlord will serve Resident with written notice before entry unless:

- A. Entry is due to an emergency, surrender or abandonment of the unit, or
- B. Landlord and Resident agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- C. Resident is present and consents to entry at the time of entry, or
- D. To exhibit the unit to prospective or actual purchasers of the property, provided the Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.

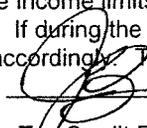
13. **SECURITY:** Resident acknowledges that Landlord has made no representation that the property is a "secure" complex and that Resident is safe from theft, injury or damage. Courtesy Patrol, gates, fences and locks are provided primarily for the protection of Landlord's property, and are not a warranty of protection nor are they specifically provided for the protection of Resident or guest's person or property. Resident shall take appropriate measures to protect their own property and report to the police any suspicious activities, persons or events occurring on or about the general premises.

14. **DEFAULT:** If either Resident or Landlord fails to perform any obligation required by this Lease (including but not limited to the timely payment of Rent), the non-defaulting party may exercise all rights and remedies against the defaulting party by law. If a dispute arises between Landlord and Tenant, the prevailing party will be entitled to recover all expenses, including without limitation, actual attorney's fees and expenses incurred in ascertaining the party's rights and in preparing to enforce, or in enforcing the party's rights under the Lease or the law, whether or not a lawsuit or other proceeding is commenced, and if commenced, whether or not such action or proceeding is pursued to decision or judgment. Landlord will be entitled to attorney's fees, costs and expenses incurred in the preparation and service of Notices to Pay, Notice to Quit, Notice to Perform or other notice mailed or delivered by Landlord to Tenant, and consultations with counsel in connection with those notices, whether or not a legal action is subsequently commenced in connection with such default. In no case may attorney's fees recovered by a party exceed (\$1,000.00) one thousand dollars. Except as may be provided by law, neither party shall forfeit or waive any existing or future right or remedy by pursuing such judicial action.

All notices provided herein shall be delivered to Landlord at the rental office and to the Resident at the Premises. In the event that Resident defaults under any of the terms or conditions in this Lease, Landlord shall be allowed, at Landlord's sole discretion, but not by way of limitation, to exercise any or all remedies provided Landlord under California Civil Code Sections 1951.2. Damages the Landlord may recover hereunder include the worth at the time of the award of any amount by which the unpaid Rent for the balance of the term at the time of the award, or shorter period of time specified herein, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.

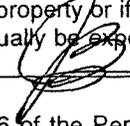
15. **ABANDONMENT OF UNIT AND PERSONAL PROPERTY:** The Landlord may give a notice of belief of abandonment to the Tenant only where the rent on the property has been due and unpaid for at least 14 consecutive days and the Landlord reasonably believes that the Tenant has abandoned the property. The date of termination of the lease shall be specified in the Landlord's notice and shall be not less than 15 days after the notice is served personally or, if mailed, not less than 18 days after the notice is deposited in the mail. Any and all property of Tenant which may be left in the apartment or the buildings after the termination of this Agreement or termination of Tenant's right of possession for any reason may be handled, removed or otherwise disposed of by Landlord at the risk and expense of Tenant, and Landlord shall in no event be responsible for any property left in the apartment or the buildings by Tenant. Tenant shall pay to Landlord upon demand all expenses incurred in such disposition, including a reasonable charge for storage.



- B. Recertification: Resident agrees that 120 days prior to the expiration of the recertification period, Resident will submit to Landlord documentation required by Landlord necessary to ensure that Resident remains a Qualified Household. In the event that Resident fails to deliver such information or Landlord determines (whether in connection with a renewal or otherwise) that Resident is no longer a Qualified Household under the Program, Resident agrees to vacate the Premises upon the earlier of the Lease term expiration or upon written notice.
- C. Household Change: Resident agrees that the premises are only to be occupied by those individuals listed on the most recent Certification as authorized to reside in the premises. If, at any time, the occupancy status of the Household changes, the Resident must notify management in writing and complete another Certification at the current area median income level as governed by the Tax Credit Program.
- D. Student Status: The Program provides for specific qualification restrictions with respect to occupancy of Program units by full-time students. Resident acknowledges that qualification to remain a resident is at all times dependent upon the household meeting all student status requirements. Should Resident fail to meet all student status requirements, Resident will be deemed an unqualified resident and will be subject to immediate eviction. Resident agrees to notify Landlord immediately of any change in student status by any member of the household.
- E. Escalation Clause: The rent at this property is governed by income limits, as periodically adjusted by the Department of Housing and Urban Development for the county or metropolitan statistical area (MSA) in which the property is located. If the income limits increase during the term of this Lease, the rent which is based on the income limits may be raised with a thirty (30) day notice to the new Low Income Housing Tax Credit maximum rent charge. If during the term of this Lease the utility allowance is reviewed and changed, the net Rent to Resident may be changed accordingly. These rent adjustments may occur during the term of the current Lease or any extensions thereof. Initial(s) 
- F. Excess Rents: If management determines that the unit has become ineligible for the Tax Credit Program due to the Resident paying more than the maximum amount of rent, including utilities as governed by this Program, management shall pay to Resident the excess amount. Management will use reasonable efforts to locate Resident for repayment.
- G. Felony Conviction: Resident shall notify landlord in writing if anyone in the household is convicted of a felony at any time. Landlord may elect not to renew this lease if anyone in the household is convicted of a felony and landlord determines that the felony status would adversely affect the eligibility of project under the program. If the felony is committed on the premises, landlord may terminate the Lease immediately in accordance with California law.
- H. Termination for non-compliance with The Program: Resident agrees that the lease may be terminated with a written Thirty (30) Day Notice if any noncompliance by Resident would adversely affect the tax exempt status of this property.

21. **JOINT AND SEVERAL LIABILITIES (CO-LEASED)**: If more than one Resident enters into this Agreement ("roommates"), the obligations are joint and several. Each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder until possession of the premises is returned to Landlord. Any breach or abandonment by any one or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from other Resident, no right to have another person substituted in their stead shall exist.
22. **POLICIES AND GUIDELINES**: Resident acknowledges receipt of, and has read a copy of the General Policies and Guidelines, which are hereby incorporated into this Agreement by this reference. Landlord may terminate this Agreement, as provided by law, if any of the Policies or Guidelines are violated. Such Policies and Guidelines may be amended from time to time upon giving 14 day notice to Resident.
23. **LIQUIDATED DAMAGES**: Resident agrees that the liquidated damage amount is a fair and reasonable estimate of actual expenses incurred by Landlord as a result of a tenant breach. The liquidated damage amount will be \$250.00. The actual expenses are not susceptible to ready calculation but include the costs of communicating with the tenant regarding the breach, advertising the vacancy, loss of rent due to Landlord while apartment is unrented, and other activities associated with curing the breach. Payment of a liquidated damage amount will not excuse Resident from the obligation to perform his or her obligations under the lease, and will not bar Landlord from any other remedies allowed under the lease or applicable law.
24. **AMENDMENTS TO LEASE**: This Lease Agreement cannot be altered, amended, or changed in any manner whatsoever unless in writing and properly signed by Landlord and Resident.
25. **SUBORDINATION AGREEMENT**: Notwithstanding anything herein to the contrary, Resident agrees that this Lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which has been or shall be placed on the land and building or land or building of which the demised Premises form a part, and such subordination is hereby made effective without any further act by Resident. Resident agrees, at any time and from time to time upon request by Landlord, to execute and deliver any instruments, release or other documents that may be required in order to subordinate this Lease to the lien of said mortgage, deed of trust or other instrument of security. Resident hereby irrevocably appoints Landlord, as Resident's attorney-in-fact to execute and deliver any such instruments.
26. **WAIVER OF BREACH**: The waiver by Landlord of any breach shall not be constructed to be a continuing waiver of any subsequent breach.

27. DISCLOSURE:

- A. It is specifically agreed that each obligation of the Lease and Application is material, and that violation of any obligation or misrepresentation of any information shall constitute a non-curable breach of the Lease. Resident is fully aware that this Lease may not be cancelled or otherwise terminated prior to expiration of the Lease term without the written consent of Landlord. Abandonment of the Premises or termination of the Lease for breach will not release Resident from the obligation to pay future Rent payments.
- B. California's Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) requires that a business with 10 or more employees provide warning prior to exposing individuals to chemicals known to the State to cause cancer, and/or birth defects or other reproductive harm. Landlord has decided to post warnings as a precautionary step based on the belief that a chemical could be present. Landlord has not taken any steps to determine if the chemicals are located at the property or if any chemicals present risk to the occupants or the guests. In these cases, you may not actually be exposed to any chemical at all. Landlord has simply taken a precautionary step.  Initial(s) _____

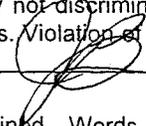
28. REGISTERED SEX OFFENDERS NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

29. NO DISCRIMINATION: This lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender identity, marital status, national origin, familial status, medical condition, or disability, sexual orientation, age, ancestry, source of income, or any arbitrary reason, in the use, occupancy, or enjoyment of the Premises named above, nor shall the Resident himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Residents.

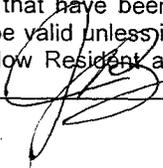
30. DAMAGE TO PREMISES: If the Premises are damaged or destroyed by fire, earthquake, accident or other casualty that renders the Premises uninhabitable, Landlord may terminate this Lease by giving Resident written notice of election to terminate. If the Lease is not terminated, Landlord will promptly repair the damage, and unless the damage was caused by Resident or those for whom Resident is responsible, Rent will be reduced based on the extent to which damage interferes with Resident's use of the Premises (unless Landlord provides Resident with alternate housing). If Resident causes the damage, Resident will not be entitled to a Rent reduction and will be charged for the damage.

31. TEMPORARY RELOCATION: Resident agrees, at Landlord's demand, to temporarily vacate the Premises for a reasonable period and for reasonable purposes, including fumigation, Premises testing or inspection, or repairs. Resident must comply with all instructions necessary to prepare the Premises for fumigation, testing, inspection or repair. If Resident is required to vacate, Resident will be entitled only to an abatement of Rent equal to the per diem Rent for the period that Resident is required to vacate the Premises, and only if Landlord does not provide Resident with alternate housing.

32. CUMULATIVE REMEDIES: All remedies specified in this Lease for non-compliance are cumulative.

33. HARASSMENT/DISCRIMINATION: Resident and people under Resident's control may not discriminate, verbally abuse, nor harass (physically, sexually or otherwise) Landlord or Landlord's agents or employees. Violation of this Lease provision is a breach of this Lease and grounds for termination of Resident's tenancy.  Initial(s) _____

34. GENERAL: Time is of the essence in this Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors, and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

35. NO OTHER TERMS: This written Lease and its written "attachments" specified herein constitute the entirety of the terms of the tenancy; and supersede any and all prior or contemporaneous verbal or written representations and agreements and/or understandings. There have been and there are no other representations, promises, or warranties regarding the tenancy, the Premises, or the Property that have been made by the Landlord or anyone else to the Resident. No alteration or modification of this Lease will be valid unless it is in writing and signed by Resident and the Landlord/Authorized Agent for the Landlord. By initialing below Resident acknowledges having read and understood the foregoing, and receipt of a duplicate original.  Initial(s) _____

36. ADDENDA: By initialing as provided, Resident acknowledges receipt of the following applicable addenda as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement. Initial(s) JS

Included Addenda

- Apartment Condition Report
- Policies & Guidelines
- Smoke Free Addendum
- Tax Credit Lease Rider
- Housing Credit Program Addendum
- Housing Credit Program Addendum (CDBG)
- Affordable Program Terms and Conditions
- MHP Program Addendum
- MHP Program Grievance Policy
- HOME Program Addendum
- HOME Program Grievance Policy
- Crime/Drug Free Housing Addendum

- Pet Addendum
- Swimming Pool Policies
- Mold Addendum
- Lead Pamphlet and Disclosure Addendum
- Bedbug Addendum
- Pesticide Disclosure
- Satellite Addendum
- Access Control Acknowledgement
- Appliance Addendum
- Other: _____
- Other: _____
- Other: _____

37. AUTHORIZED MANAGERS, NOTICES, DEMANDS, AND SERVICE OF PROCESS ON LANDLORD:

Manager: Morgana Corelli is authorized to manage the Premises located at 74-800 Village Center Drive, Indian Wells, CA 92210 Phone: (760) 568-9199 on behalf of the Premise's owner, and is authorized to act on behalf of the owner for the purpose of receiving service of process and receiving notices and demands.

IN SIGNING THIS AGREEMENT THE PARTIES HERETO INDICATE THAT THEY HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND AGREE TO ALL THE TERMS, COVENANTS AND CONDITIONS STATED THEREIN. LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT WITH ALL ADDENDUMS.

PARAGRAPH 18 PROVIDES THAT AT THE END OF THE LEASE TERM THE TENANCY MAY CONTINUE ON A MONTH-TO-MONTH BASIS UNTIL TERMINATED BY EITHER PARTY WITH 30 DAYS ADVANCE WRITTEN NOTICE OR AS OTHERWISE ALLOWED BY LAW.

Dated this 11th day of October, 2013.

Morgana Corelli
Authorized Agent for
National Community Renaissance of California

[Signature]
Resident

Resident

Resident

Resident

Resident

Resident





Welcome To Your New Home! General Policies & Guidelines

APT # 5

Thank you for choosing to make your home with us. We will do our best to make your living environment pleasant and enjoyable.

The following policies and guidelines are in effect to provide a pleasant living environment for all our residents and to help us do our best to serve your needs. Since apartment living requires respect and consideration of neighbors, we request your cooperation. We reserve the right to change any of these rules by rescinding or amending, or making such other rules and regulations as deemed necessary to provide for the comfort and convenience of all residents and for the safety, care, proper maintenance and cleanliness of the premises.

1. **OFFICE HOURS:** Please conduct all business during the posted office hours. If you have a maintenance related emergency during non-business hours, please call the business office phone number (760) 568-9199.
2. **RENT:** *For the safety of all, cash payments are not accepted.*
 - Payment is due on or before the first day of each month. Please make payment by check or money order, payable to your apartment community as outlined in paragraph 2 of the Lease Agreement. If rent is not paid by the fifth (5th) day of each month, there will be a \$50.00 late charge assessed.
 - Additionally, in the event a Resident's check is returned, Resident shall pay a returned check charge of **\$25.00** as additional rent for the first check, and **\$35.00** for any subsequent returned check. If the returned check causes the rent to be late, the late charge shall also be paid.
 - Please refer to Paragraph 4 of your Lease Agreement for additional policies pertaining to Rent, Late Fees and Returned Checks.
 - Rent day is a good time to report maintenance needs. Please do not wait for a small problem to become a major problem before reporting it.
3. **HOUSEHOLD MEMBERS:**
 - Residents are financially and ethically responsible for the conduct of all members of their household and their household's guests.
 - Because of the potential danger to pedestrians, bicycle riding, skateboard riding, roller-skating, big wheels or scooters are not allowed on the sidewalks within the property. Please, no toys, strollers, bicycles, etc. are to be left in the walkways, stairways, or in front of doorways.
4. **VISITORS:** Residents are responsible for the conduct of their visitors in as much as they assume responsibility for any damage to the premises, furnishings or landscaping. Visitors must be accompanied by their resident hosts while using any of the facilities. Compliance to posted guidelines is expected from your visitors. It is understood that if the resident is to have a guest for more than 14 days within any 6-month period, he/she must notify the landlord and have written authorization for a limited extension. Without proper notification and authorization for the long-term guests, the resident(s) will be in violation of his/her rental agreement for unauthorized occupants.

5. QUIET ENJOYMENT: Residents shall not endanger or interfere with the quiet enjoyment of other residents, including but not limited to rowdy, unruly or disturbing behavior. Residents or their guests are not permitted to make loud noises at any time. Loud talking, unnecessary noise, boisterous conduct, singing, playing of musical instruments or loud operation of a television, record player or radio is not allowed at any time. **Noise should not carry beyond your own apartment.** If you are unable to receive cooperation from a noisy neighbor, please contact the Office at your apartment community.

6. USE OF RECREATION FACILITIES:

- a) With respect to all Recreation Facilities, including, but not limited to (if applicable), clubhouse, pool, spa, sauna, tennis court(s), exercise and locker room(s), Management reserves the right to close such facilities, or restrict access thereto, for cleaning, repair, maintenance, meetings, apartment community functions, and



USE OF RECREATION FACILITIES (continued):

other similar or related activities. Management also reserves the right to permanently close any of the Recreation Facilities by posting a sign or notice on the affected facility. Closure or restriction of access to any or all of the Recreation Facilities shall not constitute grounds for Resident to withhold or abate rent or any other charge under the Lease Agreement.

- b) All Recreation Facilities shall be used only during the hours posted except for private functions only with prior written approval from Management. **Guests must be accompanied by resident at all times.**
- c) No more than 2 guests per apartment may use the Recreation Facilities at any one time, as the limited space must be kept available for all residents.
- d) Minors, whether residents or guests, under the age of 14 are not permitted to use the Recreation Facilities including pool or spa unless supervised by an adult.
- e) No pets allowed in any Recreation Facilities (i.e. clubhouse, pool, spa, sauna, and tennis court(s), exercise and locker room(s)).
- f) There is no lifeguard on duty at any time. Use of pools and spas by residents and their guests is at their own risk and all safety rules must be observed. **NO DIVING ALLOWED.**
- g) Glass bottles/containers and alcoholic beverages are not permitted in the pool and spa areas.
- h) In consideration of other residents, please use earphones when listening electronic devices at the pool and spa areas; otherwise they are not permitted.
- i) Management reserves the right to control access to all Recreation Facilities and to ensure only authorized and conforming individuals utilize such facilities. No intoxicated persons or persons having an infectious disease, skin abrasions, colds, coughs, inflamed eye infections or wearing bandages shall use the pool or spa. Proper swimwear must be worn at all times (i.e. bathing suit, swim trunks).
- j) Violation of these rules by residents and/or guests may result in suspension of recreation privileges and/or termination of tenancy.

7. **PETS:** Pets are not allowed on the premises without the **written** authorization of the Community Manager. If pets are permitted, a signed pet addendum and an additional deposit will be required. Service or support animals for the disabled are not considered to be pets, but still require advance approval from management and are subject to the Pet Rules and Regulations as outlined in the Pet Addendum attached to the Lease Agreement. Pets are allowed only in designated pet areas, if available. Pets must be kept inside the apartment at all times except when on a leash and under the control of a responsible person. Please instruct your friends and visitors to leave their pets at home.

8. **PARKING:**

- Residents are requested to park in authorized spaces only.
- Management reserves the right to change assigned parking at anytime.
- Two-wheeled motor vehicles are subject to the same rules as automobiles and are not to be operated in or about the grounds.
- Please do not back into parking spaces. This can cause exhaust damage or discoloration to buildings, walls, and landscaping.
- Boats, trailers, recreational vehicles and oversized trucks are not permitted in the parking area(s).
- If applicable, ensure your parking sticker is visible.
- Vehicle washing is not allowed unless there is a designated carwash area.
- Vehicle repair or maintenance (for example changing motor oil) is not allowed, except in the case of an emergency such as a flat tire or dead battery. Management has the right to clean the premises of fluids and other discharges from vehicle and to charge such cleaning costs to Resident.
- Only vehicles that are currently registered and in operating condition are to be parked in the parking areas. Vehicles that are inoperable or abandoned are not permitted. This includes vehicles without tags, flat tires, or vehicles not moved within a reasonable period of time. After due notice, any vehicle which is in violation of these policies will be towed **at the vehicle owner's expense**. Vehicles parked in a fire lane will not be notified and will be subject to immediate towing **at the vehicle owner's expense**.
- Any households with more than two vehicles must have management's written approval to park additional vehicles in the parking area or the household must park the vehicle off the community perimeter.

PARKING (continued):

- Notices to vacate parking areas for maintenance of facilities must be adhered to. In the event you do not move your automobile after prior written notice and it interferes with a maintenance operation, it will be towed at the vehicle owner's expense. Management shall not be liable for any damage resulting from your failure to move said vehicle.

9. **GARAGES:**

If garages are available with your apartment, please be sure to park your vehicle in the garage and not in exterior parking spaces due to limited availability.

Please keep garage doors closed at all times.

- Storage is permitted in garages, but not to the exclusion of your vehicle. Gasoline, fuels or other explosive materials are prohibited from being stored in garages.
- Management may conduct annual preventative maintenance inspections of garages. Access to garages must be made available upon written request from management.

10. **AUTOMOBILES/REPAIR:** Noisy automobiles due to bad mufflers are not allowed on the property. If your car drips oil, please park it off the property or you will be charged for any cleaning or damage to the asphalt. Repairs are not permitted at any time except in an emergency such as a flat tire or dead battery.

11. **MOTORCYCLES:** Motorcycles may not be parked under the stairways, on the balconies, patios, in the apartment, or other common areas. Motorcycles may not be operated on the common area grounds. Please minimize motorcycle and other vehicle sounds for your own, as well as your neighbor's benefit.

12. **MAINTENANCE:** We are proud of our maintenance service. Our goal is to complete service requests within 48 hours. In order to provide you with the best service available, please use the following guidelines:

- Notify the Office as soon as you are aware of a deficiency in your apartment.
- Do not attempt to repair any appliance yourself (*it may void a warranty*).
- If the maintenance is not completed to your satisfaction, please let us know immediately.
- Call the Rental Office number (760) 568-9199 to report maintenance emergencies.

13. **LAUNDRY:** Laundry hours are posted and subject to change. Should you have any trouble with the laundry equipment, please report it the Community Manager. Management does not warrant the condition or safety of the appliances provided. Management is not responsible for damage to clothes caused by misuse, malfunction of equipment, theft or any other cause. Please leave the facility clean and orderly. Washers and dryers are not allowed to be operated in your apartment unless the apartment is specifically equipped with washer and dryer hook-ups and waste drains.

14. **LOCKS:** If there is something wrong with your lock, please let us know. WRITTEN permission must be obtained before placing any additional locks on any door in your apartment, or before changing existing locks. If approval to change locks is granted, Resident shall provide 2 keys to management. Additionally, if locks are changed, Resident shall pay \$50.00 upon move-out for the locks to be changed back, unless original locks are restored by Resident. Resident further agrees to obtain prior written consent from Management before installing any burglar alarm system including instructions on how to disarm. Lost keys will be replaced at a charge of \$ \$50.00 per key to the resident. Should you find yourself locked out after the office is closed, there will be a fee of \$50.00 to have your door opened. PROPER ID WILL BE REQUIRED. The lockout fee will be applied to your account and must be paid immediately upon request. As an alternative you may contact a locksmith of your choice at your own expense.

15. **FIBERGLASS TUBS & SHOWERS:** The easiest way to clean your fiberglass tub and shower is with liquid or foam cleaner with a sponge or soft cloth. Please do not use any abrasive cleaners (such as Ajax or Comet). Do not put stickers on your tub. They are extremely difficult to remove without damage to the fiberglass. Thank you.

16. **DISHWASHERS:** Please use regular dishwashing machine soaps only. If the disposal is not empty, the dishwasher may not drain properly. It is good preventative maintenance to run your dishwasher at least once a month. To save electricity, you can turn it to the "off" position after the final rinse and let the dishes "air dry." Dishwashers may not be used as storage.

17. **OVEN/RANGES:** Please do not use your oven as storage or a dryer. This can be an extremely dangerous fire hazard. Please do not place aluminum foil on range top burners.
18. **GARBAGE DISPOSAL/ WASTE & DRAIN PIPE STORAGE:** Your garbage disposal is designed to handle only soft foods. Please do not place fibrous materials in the unit, such as string, paper, celery, banana peels or hard materials such as bones or grease. If your drain backs up due to improper use of the disposal, you will be responsible for plumbing charges.
- Please do not dispose of items in the drains, which should be disposed of by other means. Any damage or repairs resulting from backup or overflow are the responsibility of the resident. Disposable diapers and sanitary napkins should be placed in the trash and not in the toilet. Each apartment is set up with an individual sewer system, thus if any stoppage occurs, the necessary repairs will be billed directly to the resident causing the stoppage.
 - **A SPECIAL WARNING ABOUT GREASE:** Please store grease in a tin can or other container for regular trash disposal. It should **NEVER** be poured down the disposal or other drains as it sticks solid, builds up, and can make the entire plumbing system inoperable.
19. **WATER CONSERVATION:** In the interest of conserving water, for the benefit of all of us, the removal of water saving features, (for example, showerheads, etc.) is not permitted. We appreciate your cooperation.
20. **TRASH ENCLOSURES:** Trash enclosures are provided throughout the community for your convenience. Please wrap all garbage and place it inside the bin **ONLY!** If your accustomed bin is full, please use another. Crush and fold all empty cardboard boxes so as to use as little space as possible. If provided, please make use of the recycling containers. Please do not place furniture, appliances or any other large items in trash bins.
- If your community is equipped with trash chutes, please be careful to wrap and close bags of trash tightly. This will reduce odors in the chute and discourage insects from accumulating in the trash bin. Thank you.
21. **LITTER:** Throwing any kind of litter, rocks, sand, or dirt anywhere on the property makes our community look bad. Please remember that this is your home, so help keep it looking nice by attending to your patio, the front of your unit, and your parking area. Any person caught continually littering will be charged for the time it takes the maintenance person to clean up the mess.
22. **TELEPHONE SERVICE:** As required by law your new home is equipped with at least one working phone jack prior to your moving in. Upon move-in and at the start of your phone service, should you notice any inoperable telephone jacks within your apartment home please contact the leasing office to have maintenance check the telephone jack **before** requesting the telephone company to perform service.
- Should you choose to have the telephone company perform services to any phone lines and/or phone jacks without prior authorization or notification of management, please note that any and all charges incurred will be the responsibility of the resident.
23. **SMOKE DETECTORS:** Smoke detectors are provided for each apartment. It is necessary to test these on a regular basis; we suggest the first of every month at the minimum. Should you find your smoke detector to be out of order, please contact the Rental Office immediately. **It is unlawful to tamper with, disable, or remove your smoke detector.**
24. **FIRE EXTINGUISHERS:** There is a fire extinguisher located close to your apartment. They are all regularly inspected. Should you ever need to use one please use a shield of some type when breaking the glass. The extinguishers are of a type that will work for all fires. Of course, should a fire ever break out, notify the fire department first, and the Office second. Please do not pour water on a grease or electrical fire! Use the extinguisher.
25. **FIRE SUPPRESSION SYSTEMS:** Your home may have an internal Fire Suppression System. If your home has interior sprinklers systems, then no items such as hangers, clothing or other objects shall be hung from the sprinkler system in the apartment. Regardless of the weight of an item, any movement on or around the sprinklers may cause them to turn on. Any and all costs relating to damages resulting from setting off the sprinkler system shall be the sole responsibility of the Resident.
- No people or persons are to touch any of the outside alarms. All costs incurred due to false alarms will be borne by the Resident. This includes alarms set off by both household members and guests.

FIRE SUPPRESSION SYSTEMS (continued):

- All fire hydrants are to be operated only by emergency response teams. Any person found to be tampering with fire hydrants will be responsible for any costs associated with damages due to the non-working hydrants and may be prosecuted under current criminal codes.
- Attached to your range hood through a magnetic hold is a Fire Stopper. This unit will only activate once flames reach it. Any removal or tampering with this device will render it inoperable in case of a fire.
- Fire suppression systems include all sprinklers, fire stoppers, smoke detectors and extinguishers. If any Resident is found to be responsible for tampering, disabling or removing these items from common areas or their homes, they will assume all liabilities inclusive of monetary ones resulting from such tampering.

26. **PEST CONTROL:** Your apartment community is treated to avoid pest problems. If a resident has a pet and it becomes necessary to spray for fleas, resident must pay an additional charge. Please contact the management office if you require service.

27. **OPEN WINDOWS:** During damp, rainy or windy weather, damage can occur to drapes, walls, carpet and your personal belongings if windows are left open. You could suffer serious inconvenience and expense if water enters through your open window and does damage to your apartment. You are financially responsible for all of this damage should it occur. If you are away from the apartment and think you may have left a window open, please do not hesitate to call the office and we will be glad to check the apartment for you during office hours.

28. **PATIOS, BALCONIES, ENTRYWAYS:** Residents are responsible for the cleaning of these areas. The cleanliness and appearance should be maintained at all times in keeping with the standards of the property. Hanging of clothes, storage of any kind, and non-patio items are not permitted on these areas at any time. Only well-maintained plants with saucers, patio furniture, or other patio related items are allowed on a patio or balcony. No plants are allowed in the entry way located within an enclosed corridor in the common areas. Garbage cans, recycling items, brooms, mops and similar articles must be kept inside and out of view. Please do not hang or attach anything from or on the balcony railing or patio ledge, shrubbery, fences, exterior walls, inside or outside of the windows, or anywhere else in the building, including corridor walls in the common area. You may place one doormat, in good condition, in front of your door. You may attach a decoration to your front door when it is possible to do so without damaging the finish or by driving holes in the door.

29. **DECORATING:** Please have WRITTEN approval from the Office for any modification (such as shelving, painting, track lighting, wallpapering, etc.) to your apartment. Please do not place sheets, blankets, foil, tinting film or bottles in windows. Furniture included in your rental must not be removed from the apartment. Only small, tin, picture hanging nails may be put in the walls. Please, no tape or stickers. No decorations or personal furniture may be placed in the entryway or hallway area of interior corridors of your building, unless provided by the management. Holiday decorations are allowed and must be removed immediately at the conclusion of the holiday.

30. **WATERBEDS:** Waterbeds are permitted; however, evidence of insurance is required prior to move-in date. Insurance must be kept current during the length of your residency.

31. **ENTRY INTO YOUR APARTMENT:** To provide you with the utmost in service and peace of mind, we require WRITTEN permission prior to allowing anyone in your apartment. Unless an emergency, WRITTEN permission will be required PRIOR to allowing anyone access to the apartment or before distributing a duplicate key. Please be specific as to the date and time. We offer this service during normal working hours only and cannot stay with the person while he/she is in your apartment, nor can we assume any responsibility for lost or stolen articles, doors left unlocked or damage.

32. **SIGNS:** Signs, advertisements, notices, door plates or similar items should not be inscribed, engraved, or affixed to any part of the exterior of the apartment or in the windows. No foil or any other window treatment is permitted other than the vertical/mini blinds.

SOLICITING: No soliciting is allowed, so please call the apartment community about any questionable person or activity on the property. Do not open your door to a person unknown to you.

- Residents are not allowed to post notices or advertisements in elevators, laundry rooms, on mailboxes or elsewhere about the premises without the prior written consent of Management.
- Residents shall not conduct garage sales, yard sales or any other type of sales without Management's prior written consent.

1. **INSURANCE:** Residents are reminded that the owner's insurance covers only those items belonging to the owner. In case of fire, water damage or theft, the owner's insurance does not cover the personal possessions of the residents. Residents are advised to obtain their own renter's insurance. Initial(s) JR

2. **PACKAGES/DELIVERIES:** By initialing below you are authorizing the management office to accept packages or deliveries on your behalf. You also agree to hold harmless the management office, representatives, successors and National Community Renaissance of California for any loss or damages to packages and/or deliveries. Management will not accept or sign for any type of certified mail.

Initial(s) JR

3. **MISCELLANEOUS - PLEASE DO NOT:**

- Hang anything on the balcony railing or patio ledge.
- Use foil or decorative stickers on the windows.
- Use any drapery that does not have white backing.
- Install a bamboo curtain or other sun deflectors on patios or balconies.
- Install a screen door if your community does not provide them.
- Chain bicycles and motorcycles in landscaped area, on walkways, stairs or railings
- Set potted plants on balcony without saucers to catch excess water.
- Bring shopping carts into or near the community.
- Use charcoal or propane barbeques on porches, balconies or patios adjacent to buildings. (You may use a propane barbeque only if your balcony or deck is protected by an operable automatic sprinkler system). Please check with your community manager for any city regulations that may prevent barbequing on patios or balconies and/or for the location of a barbeque located in the common areas.

ACKNOWLEDGEMENT:

I have read, understand, and agree to comply with the policies and guidelines contained herein during my residency in Apartment No. 5 at 74-800 Village Center Drive, Indian Wells, CA 92210. I further agree to comply with any other policies and guidelines adopted, amended or rescinded from time to time by Management.

MAH
Authorized Agent for
National Community Renaissance of California

10/13/13
Date

James Landstetter
Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date





PET ADDENDUM

This Addendum ("Addendum") is made part of the Lease Agreement ("Lease") dated November 1, 2013, for the real property ("property") known as 74-802 Village Center Drive, Indian Wells, CA.

No more than two (2) pets may be kept by each household, and only with Landlord's prior written permission for those specific pets. **In no case may the pet weigh more than 25 lbs. when full grown.** Proof of weight may be required by the landlord.

Pets of any kind are not allowed and Resident agrees that Resident will not bring or maintain any pet (even temporarily) on the property at any time. Service or support animals for the disabled are not considered to be pets and are subject to the following rules and regulations. If a pet is found on the premises belonging to Resident and/or Resident's guests, upon proper notice, the lease agreement may be terminated and Resident will be asked to leave immediately, unless prior written permission is obtained.

Landlord grants Resident permission to keep the following pets on the condition that Resident complies with the following rules and regulations:

DESCRIPTION(S):

Pet Name Simba Pet Type Dog Weight (not to exceed 25 lbs.) _____
Pet Breed Cocker Spaniel Color blonde Age 7 Licensed N Current Vaccinations N
(y/n) (y/n)

Pet Name _____ Pet Type _____ Weight (not to exceed 25 lbs.) _____
Pet Breed _____ Color _____ Age _____ Licensed N Current Vaccinations N
(y/n) (y/n)

DEPOSIT:

An addition to the Security Deposit of \$ _____ will be required for **each** pet. However, the Resident's liability for damage caused by the pet is not limited to the amount of Security Deposit and the Resident will, therefore be required to reimburse the development for damages that exceed such deposit. Any unit that was occupied by a pet may require fumigation upon vacating, prior to a new Resident occupying said unit. Should fumigation be required, any applicable fees/charges will be deducted from the Security Deposit. **The Resident may also be financially responsible for any flea or other insect infestation that affects adjacent units as a result of his/her pet.**

PET RULES:

1. The pet must be kept in the Resident's apartment or on a leash at all times when outside the unit. Under no circumstances is the pet allowed to roam free in the common areas.
2. All animal waste or litter from litter boxes or cages must be picked up and disposed of in sealed plastic bags and placed in the trash bin or garbage chute. Litter from litter boxes is not to be disposed of down the toilet. Charges for unclogging toilets or cleaning up the common area because of a Resident's pet will be billed to the Resident.
3. The Resident agrees to clean up behind his/her pet while walking his/her pet on the common areas and to clean up behind his/her pet if it tracks mud or dirt through the lobby, elevators or hallways. Resident's patio must be kept in clean and sanitary condition.
4. The Resident agrees to keep his/her pet under control at all times so that the pet does not jump up on other Residents and guests on the property and that they are not bothered or unduly frightened by excessive barking or other aggressive behavior.
5. Pets that disturb the peace and quiet of the neighbors through noise (barking, whining, bird screeching etc.), animal waste, biting, scratching or other nuisance must be removed from the premises immediately upon demand by Landlord.
6. If the Resident is to be away from the apartment for longer than 24 hours, arrangements must be made for the care of the pet. Under no circumstances are pets to be left unattended outside on the Resident's patio or balcony at any time. **Pets left unattended will be considered an emergency and reported to the SPCA or other appropriate authority for removal from the premises at Resident's expense.**
7. The Resident agrees to provide adequate care; nutrition, exercise and medical care for his pet including current distemper and rabies shots as required or necessary. You must show proof of current inoculation(s). Pets that appear to be **not** properly cared for will be reported to the SPCA or other appropriate authority for removal at the Resident's expense.
8. The Resident also acknowledges that other Residents may have chemical sensitivities or allergies or are easily frightened by animals. The Resident, therefore, agrees to exercise common sense and common courtesy in respect of such other Residents' rights to peaceful, quiet enjoyment of the premises
9. Fish tank aquarium(s) shall not be over 20 gallons and shall be placed in a safe location in the unit. Please refer to the WAIVER OF LIABILITY AND INSURANCE clause found in paragraph 16 of your Lease Agreement.

In the event of default by Resident of any of the terms of this Addendum, Resident agrees, upon proper written notice of default from Landlord, to cure the default, remove the pet, or vacate the premises. Resident agrees that Landlord may revoke permission to keep said Pet on the premises by giving Resident proper written notice.

| | | | |
|--|-------------------------|----------|------|
| <u>[Signature]</u> AUTHORIZED AGENT | <u>10/11/13</u> DATE | RESIDENT | DATE |
| <u>[Signature]</u> RESIDENT | <u>10/11/13</u> DATE | RESIDENT | DATE |
| RESIDENT | DATE | RESIDENT | DATE |





SWIMMING POOL POLICIES

It is the goal of National Community Renaissance of California to maintain the highest quality living environment for our Residents. Your assistance is needed to make our pool and/or spa fun, safe and sanitary. Cooperation in following these swimming pool policies will allow pleasant relaxation and recreation for all.

- 1. **HOURS:** Pool hours are from 7:00 A.M. to 10:00 P.M. daily.
- 2. **GUESTS:**

- The pool and/or spa use is reserved exclusively for residents and their guests.
- **Residents are responsible for the conduct of their guests**
- Residents may not invite more than two (2) guests to use the pool and/or spa at any one time without management approval.
- Guests **MUST** be accompanied by the resident **AT ALL TIMES. THERE ARE NO EXCEPTIONS.**

- 3. No persons under the age of 14 will be allowed in or around the pool and/or spa at any time unless accompanied and supervised by an adult.
- 4. Please help protect the pool, spa and the pool furniture from suntan oils or lotions by using towels or other covers, and be sure that you shower and are reasonably "oil-free" before entering the pool and/or spa. Please place towels over pool furniture when using suntan oil or other lotions.
- 5. Glass bottles/containers and alcoholic beverages are not permitted in the pool and spa areas. Any food brought into the pool/spa areas must be properly disposed of.
- 6. Items such as rocks, coins, and keys are not to be thrown into the pool and/or spa.
- 7. Appropriate swimming attire must be worn at all times when using the pool and/or spa. Example: bathing suit or bathing shorts (no cut-off shorts, no street clothes, etc.).
- 8. No pets may be brought into the pool and/or spa areas at any time.
- 9. **NO DIVING**, No running, jumping or other noisy, disruptive or dangerous behavior is allowed in or around the pool and/or spa areas.
- 10. Please exercise common courtesy when using radios, cassette players or other musical instruments in or around the pool and/or spa. No electric corded type radios etc. are permitted in pool and/or spa areas.
- 11. Management is not responsible for the loss of or damage to personal belongings. Please take all personal articles with you when you leave the pool and/or spa areas.
- 12. For your own protection, please do not use the pool and/or spa when it is being serviced or under repair.
- 13. Please exercise due care and caution in and around the pool and/or spa areas. Persons using the pool and/or spa do so at their own risk. **No lifeguard is on duty.** Safety equipment is to be used for emergency purposes only.
- 14. Any person not abiding by these rules and regulations put their right to use of the pool and/or spa as well as their tenancy in jeopardy.

The undersigned Resident(s) acknowledge having read and understood the foregoing.

Landlord:
NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA

| | | | |
|------------------|-----------------|----------|-------|
| | <u>10/13/13</u> | _____ | _____ |
| AUTHORIZED AGENT | DATE | RESIDENT | DATE |
| | <u>10/13/13</u> | _____ | _____ |
| RESIDENT | DATE | RESIDENT | DATE |
| _____ | _____ | _____ | _____ |
| RESIDENT | DATE | RESIDENT | DATE |



Indian Wells City Council

March 6, 2014

Staff Report – Finance Department

Receive and File the City Treasurer's Cash Balance and Investment Report for November 2013

RECOMMENDATION:

City Council Receive and File the City Treasurer's Cash Balance and Investment Report for the month of November 2013.

DISCUSSION:

Background:

The Treasurer's report presents the City's cash activity and investment portfolio on a monthly basis. The report provides reconciliation between investment balances and City ledger balances. The report provides information on the investment type, dates of maturities, costs, current market value of securities, and rates of interest.

The City's investment policy is designed to maximize the productive use of assets entrusted to its care and to invest and manage those funds wisely and prudently. Criteria for selecting investments and the order of priority are: (1) safety, (2) liquidity and (3) yield. It is the policy of the City of Indian Wells to invest public funds in a manner which will provide the maximum security of the City's capital while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds; and beyond that, to maximize return within an acceptable and defined level of risk.

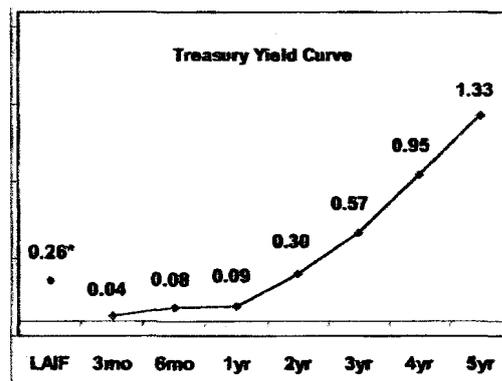
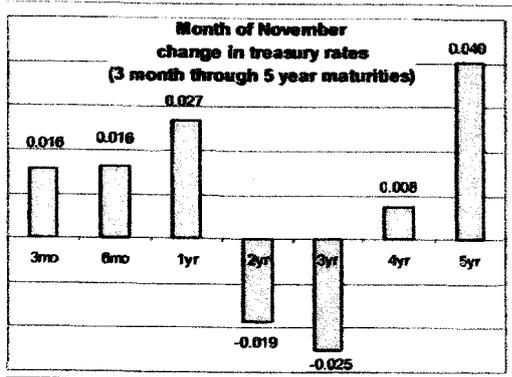
As a City Government, the City of Indian Wells is required to maintain a written investment policy in compliance with legal requirements of Government Code section 53600. Under the Government Code, the City is prohibited from investing in the equity markets like stocks, mutual funds, inverse floaters, or interest only strips; to name just a few. Consequently, the City's portfolio is not subject to the same volatility we have seen in the financial markets. While no portfolio is free from risk the primary objective of the City's portfolio is safety. Risk in the City's portfolio is carefully managed through our established policy. Investments of the City of Indian Wells are undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The City invests in: U.S. Treasuries, Federal Agency Securities, FDIC insured bank certificates of deposit, bonds, and overnight cash investments.

FISCAL IMPACT:

As of November 30, 2013, the City's cash and investments totaled \$37,372,020, of which 98% was invested in Federal Agency Issues, Treasury Securities, Medium Term Notes, Bank Certificates of Deposit (CDs), Municipal Securities and the Local Agency Investment Fund (LAIF). The City's portfolio earned a 1.4% rate of return and remains in compliance with all State laws and the City's Investment Policy.

Consistent with most municipal agencies and many private sector companies, the revenues received and the expenditures reflected within the month are not necessarily related to the current month. The increase or decrease to cash on a monthly basis is not a reflection of the health of the City as a whole. Cash flow citywide will vary month to month as taxes, assessments, and seasonal tourism revenue is received.

The investments reflected in this investment report are booked "Marked-to-Market", meaning the market value of City's investments is updated on a monthly basis. This method provides a clear depiction of the value of the City's portfolio on a monthly basis subject to the performance of the investment market. The City of Indian Wells maintains a buy and hold investment philosophy. While Mark to Market reporting is important to establish current market value it doesn't truly affect the City in that investments acquired by the City are held to maturity. Due to routine fluctuations in the marketplace, the City may have some investments with a current market value that is greater or less than recorded value. This difference has no effect on investment yield as the City intends to hold securities to maturity. Generally accepted accounting principles (GAAP) require that market gains and losses be reported as interest earnings or losses at year-end.



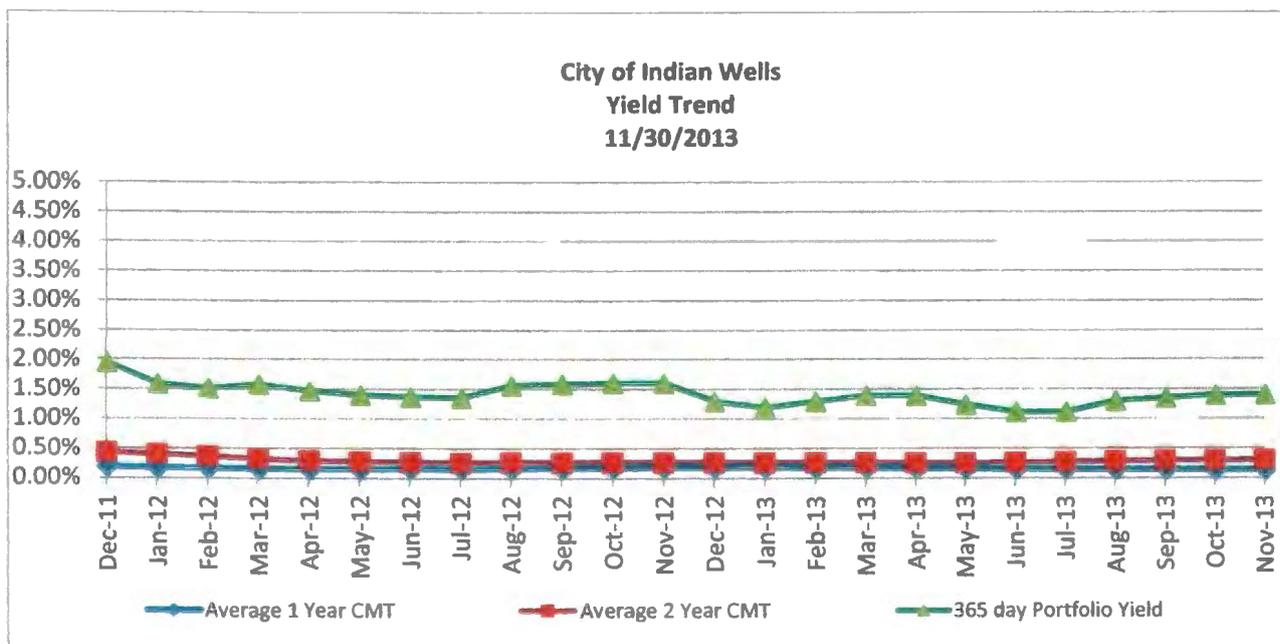
*Estimated LAIF apportionment rate.

Source: Bloomberg; rates as of market close 11/30/13.

Benchmarking Performance of the Portfolio

It's impossible to manage what you can't measure. Benchmarking is the process that appropriately compares and measures investment performance. Benchmarking the portfolio allows the City to track performance, manage investment and re-investment risk, and monitor duration relative to current markets. The City has chosen to benchmark the portfolio off the one and two year US Constant Maturity Treasury (CMT). These preferred benchmarks are consistent with the city's investment policy; authorizing investments, maturity structure, diversification, percentage limitations, and objectives of the portfolio.

Performance of the Portfolio



ATTACHMENT(S):

City Treasurer's Cash Balance and Investment Report for the month of November 2013



**The City of Indian Wells
Summary by Type
November 30, 2013**

City of Indian Wells
44-950 Eldorado Drive
Indian Wells CA 92210
(760)346-2489

| <u>Security Type</u> | <u>Number of Investments</u> | <u>Par Value</u> | <u>Remaining Cost</u> | <u>% of Portfolio</u> | <u>Average YTM 365</u> | <u>Average Days to Maturity</u> |
|-------------------------------------|------------------------------|----------------------|-----------------------|-----------------------|------------------------|---------------------------------|
| Bank Certificates of Deposit | 12 | 3,000,000.00 | 3,000,000.00 | 8.02 | 1.233 | 1,092 |
| Certificates of Deposit - S & L | 1 | 250,000.00 | 250,000.00 | 0.67 | 1.267 | 70 |
| Managed Pool Accounts - LAIF | 2 | 3,460,166.20 | 3,460,166.20 | 9.25 | 0.263 | 1 |
| Money Market Sweep/Checking Account | 5 | 617,941.35 | 617,941.35 | 1.65 | 0.249 | 1 |
| Medium Term Corporate Notes | 8 | 8,000,000.00 | 8,052,940.00 | 21.53 | 2.618 | 922 |
| Federal Agency Issues - Callables | 15 | 22,000,000.00 | 22,022,558.00 | 58.88 | 1.188 | 1,614 |
| Total and Average | 43 | 37,328,107.55 | 37,403,605.55 | 100.00 | 1.398 | 1,237 |

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NET CASH & INVESTMENT SUMMARY NOVEMBER, 2013

| | <u>November</u> <u>2013</u> | <u>November</u> <u>2012</u> |
|--|--------------------------------|--------------------------------|
| GENERAL FUND | | |
| 101- GENERAL | \$ 1,439,096.06 | \$ 2,944,193.08 |
| TOTAL GENERAL FUND | <u>1,439,096.06</u> | <u>2,944,193.08</u> |
| SPECIAL REVENUE FUNDS | | |
| 202 - TRAFFIC SAFETY | 0.86 | 12,311.41 |
| 203 - PUBLIC SAFETY 1/2 CENT SALES TAX | 6,153.14 | 4,346.71 |
| 204 - MEASURE "A" | 17,216.03 | 14,693.45 |
| 209 - F.A.M.D. #1 | 1,731,438.65 | 1,625,599.13 |
| 210 - SCAQMD (VEHICLE REG.) | 642.12 | 0.59 |
| 211 - AB 3229 COPS FUNDING | 1,314.49 | 25,985.83 |
| 214 - GAS TAX 2103 MAINTENANCE | 24,240.96 | 57,910.42 |
| 215 - GAS TAX 2105 MAINTENANCE | 0.89 | 0.42 |
| 216 - GAS TAX 2106 CONSTRUCT/MAINT | 0.31 | 0.56 |
| 217 - GAS TAX 2107 MAINTENANCE | 0.91 | 0.45 |
| 218 - GAS TAX 2107.5 ENG./ADMIN | 8,734.63 | 1,839.16 |
| 228 - EMERG. UPGRADE SERVICES | 2,945,807.45 | 3,097,944.85 |
| 247 - AB 939 RECYCLING FUND | 161,581.00 | 118,098.72 |
| 248 - SOLID WASTE | 200,187.73 | 216,980.22 |
| 251 - STREET LIGHTING DISTRICT 2000-1 | 3,427.91 | 3,650.92 |
| 252 - HOUSING AUTHORITY | 0.00 | 309,919.80 |
| 253- INDIAN WELLS VILLAS OPERATIONS | 303,236.12 | 302,359.12 |
| 254- MOUNTAIN VIEW VILLAS OPERATIONS | 330,112.00 | 329,155.00 |
| 256- HOUSING AUTHORITY | (19,915.12) | 0.00 |
| 260 - IWGR OPERATIONS | 597,184.81 | 560,503.98 |
| 271 - ELDORADO DRIVE LLMD | 75,288.22 | 73,223.37 |
| 272 - MONTECITO/STARDUST LLMD | 683.89 | 4,777.59 |
| 273 - CASA DORADO LLMD | 3,373.55 | 2,574.19 |
| 274 - THE COVE LLMD | 3,239.05 | 3,194.80 |
| 275 - SH 111/IWGR (ENTRANCE) LLMD | 271,398.72 | 288,438.21 |
| 276 - CLUB/IW LANE LLMD | 47,225.73 | 46,857.32 |
| 277 - COLONY LLMD | 28,144.74 | 33,234.95 |
| 278 - COLONY COV ESTATES LLMD | 50,914.50 | 48,000.60 |
| 279 - DESERT HORIZONS LLMD | 51,497.17 | 43,204.81 |
| 280 - MOUNTAIN GATE LLMD | 65,004.45 | 67,728.80 |
| 281 - MOUNTAIN GATE ESTATES LLMD | 32,236.21 | 29,023.74 |
| 282 - VILLAGIO LLMD | 170,663.86 | 162,925.33 |
| 283 - VAIDYA LLMD | 28,415.94 | 28,343.67 |
| 284 - CLUB, SOUTH OF 111 LLMD | 8,360.65 | 7,617.53 |
| 285 - MONTELENA LLMD | 1,598.50 | 7,171.26 |
| 286 - SUNDANCE LLMD | 3,498.37 | 1,001.65 |
| 287 - PROVINCE LLMD | 59,514.24 | 56,794.72 |
| 288 - PROVINCE DBAD | 359,466.54 | 328,632.64 |
| TOTAL SPECIAL REVENUE FUNDS | <u>7,571,889.22</u> | <u>7,914,045.92</u> |
| CAPITAL PROJECT FUNDS | | |
| 314 - PARK-IN-LIEU FEES | 0.20 | 7,017.20 |
| 315 - CITYWIDE PUBLIC IMPROVEMENT FEE | 22,435.26 | 75,173.26 |
| 316 - CAPITAL IMPROVEMENT | 6,067,099.92 | 8,994,937.29 |
| 319 - ART IN PUBLIC PLACES | 382,601.66 | 280,612.34 |
| 321 - HIGHWAY 111 CIRCULATION IMP FEE | 9.70 | 9.70 |
| TOTAL CAPITAL PROJECT FUNDS | <u>6,472,146.74</u> | <u>9,357,749.79</u> |

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CITY OF INDIAN WELLS
NET CASH & INVESTMENT SUMMARY NOVEMBER, 2013
 PAGE 2

| | November 2013 | November 2012 |
|--|--------------------------|--------------------------|
| REPLACEMENT FUNDS | | |
| 326 - INFRASTRUCTURE CAPITAL | 6,937,238.00 | 6,917,145.00 |
| 327 - FF&E ROLLING STOCK CAPITAL | 2,270,840.00 | 2,264,263.00 |
| 328 - GOLF RESORT CAPITAL | 3,935,602.00 | 3,924,231.00 |
| 329 - HOUSING VILLAS CAPITAL | 2,242,863.00 | 8,955,702.00 |
| 330 - FACILITIES CAPITAL | 2,270,885.00 | 2,264,269.00 |
| TOTAL REPLACEMENT FUNDS | 17,657,428.00 | 24,325,610.00 |
| SUCCESSOR AGENCY FUNDS | | |
| 453 - RDA (WHITEWATER) | 1,066,268.64 | 0.77 |
| 456 - RDA OBLIGATION RETIREMENT | 0.00 | (2,559,568.91) |
| TOTAL SUCCESSOR AGENCY FUNDS | 1,066,268.64 | (2,559,568.14) |
| INTERNAL SERVICE FUNDS | | |
| 601 - OPEB BENEFIT FUND | 496,978.99 | 828,770.97 |
| TOTAL INTERNAL SERVICE FUNDS | 496,978.99 | 828,770.97 |
| RESERVE FUNDS | | |
| 602 - COMPENSATED ABSENCES | 537,111.00 | 535,555.00 |
| 603 - SELF INSURANCE | 120,359.00 | 754,755.00 |
| TOTAL RESERVE FUNDS | 657,470.00 | 1,290,310.00 |
| TRUST & AGENCY FUNDS | | |
| 732 - SPECIAL DEPOSITS | 1,155,872.29 | 283,003.59 |
| 760 - VISITOR COMMITTEE | 348,247.15 | 426,894.22 |
| TOTAL TRUST & AGENCY FUNDS | 1,504,119.44 | 709,897.81 |
| TOTAL ALL FUNDS | 36,865,397.09 | 44,811,009.43 |
| FISCAL AGENTS | | |
| 253 - NAT'L CORE INDIAN WELLS VILLAS | 774,896.73 | 828,061.16 |
| 254 - NAT'L CORE MOUNTAIN VIEW VILLAS | 738,702.27 | 552,386.56 |
| 260 - INDIAN WELLS GOLF RESORT | 840,056.25 | 1,296,153.70 |
| 453 - UNION BANK OF CALIFORNIA TRUSTEE | 780,702.99 | 788,688.46 |
| TOTAL FISCAL AGENTS | 3,134,358.24 | 3,465,289.88 |
| TOTAL ALL FUNDS & FISCAL AGENTS | \$ 39,999,755.33 | \$ 48,276,299.31 |

| City of Indian Wells | | | |
|--|------------------------|---|-------------------------|
| Bank Reconciliation Report - City Held Cash | | | |
| Finance Department | | | |
| MONTH: November 30, 2013 | | | |
| Investment # | Investment Type | Investment Description | Book Value |
| Bank Checking & Sweep | | | |
| 1 | | Pacific Western Bank - Sweep 45-301117 | \$ 521,829.72 |
| 2 | | Pacific Western Bank - Accts. Payable 45-523411 | 0.00 |
| 3 | | Pacific Western Bank - Payroll 45-501752 | 0.00 |
| 4 | | Union Bank of CA - Sweep Investment 217-0000121 | 94,711.63 |
| 19 | | Petty Cash | 1,400.00 |
| | | | 617,941.35 |
| Managed Pool Accounts | | | |
| 21 | | Local Agency Investment Fund - City 98-33-385 | 3,460,165.13 |
| 23 | | Local Agency Investment Fund - RDA 65-33-007 | 1.07 |
| | | | 3,460,166.20 |
| Bank Certificates of Deposit | | | |
| 281 | | Certificate of Deposit-Pacific Western Bank 126418 | 250,000.00 |
| 316 | | Certificate of Deposit-GE Capital Retail Bank 36161NYT9 | 250,000.00 |
| 317 | | Certificate of Deposit-Ally Bank 02005QF65 | 250,000.00 |
| 319 | | Certificate of Deposit-Discover Bank 254671BH2 | 250,000.00 |
| 320 | | Certificate of Deposit-GE Capital Financial Inc. 36160YMZ | 250,000.00 |
| 329 | | Certificate of Deposit-Sallie Mae | 250,000.00 |
| 330 | | Certificate of Deposit-SAFR National Bank | 250,000.00 |
| 336 | | Certificate of Deposit-Wells Fargo Bank 94986TLX3 | 250,000.00 |
| 337 | | Certificate of Deposit-Am Ex Centurion 02587DKR8 | 250,000.00 |
| 338 | | Certificate of Deposit-Goldman Sachs Bank 38143A5L5 | 250,000.00 |
| 339 | | Certificate of Deposit-JP Morgan Chase 48124JSY5 | 250,000.00 |
| 348 | | Certificate of Deposit-Citicorp Bank 17284CJG0 | 250,000.00 |
| 349 | | Certificate of Deposit-Compass Bank 20451PBG0 | 250,000.00 |
| | | | 3,250,000.00 |
| Medium Term Corporate Notes | | | |
| 257 | | Medium Term Corporate Note 59217EBW3 | 999,652.99 |
| 278 | | Goldman Sachs Mid Term Corp Note 38141EA74 | 1,009,038.91 |
| 280 | | Bank of America Mid Term Corp Note 06051GED | 1,006,028.74 |
| 296 | | Barclays Bank Corporate Note 06738JVS0 | 1,000,000.00 |
| 306 | | General Electric Cap Corp 36962G5U4 | 1,000,000.00 |
| 322 | | AT&T Inc. 00206RBF8 | 1,003,355.28 |
| 331 | | JP Morgan 46625HJG6 | 1,002,494.16 |
| 346 | | General Electric Cap Corp 36962G6W9 | 1,007,315.81 |
| | | | 8,027,885.89 |
| Federal Agency Issues | | | |
| 301 | | Federal Home Loan Mtg Corp 3134G3NW6 | 1,000,000.00 |
| 323 | | Federal National Mortgage 3136G0PN5 | 2,000,000.00 |
| 324 | | Federal Home Loan Mtg Corp 313G3RK8 | 2,009,659.00 |
| 325 | | Federal National Mortgage Assn 3135G0MX8 | 2,000,000.00 |
| 326 | | Federal Farm Credit 3133EAA81 | 2,000,000.00 |
| 332 | | Federal Home Loan Bank 313381YG4 | 2,000,000.00 |
| 333 | | Federal National Mortgage Assoc 3136G1AP4 | 1,000,000.00 |
| 334 | | Freddie Mac 3134G33S7 | 1,000,000.00 |
| 335 | | Fannie Mae 3136GICF4 | 1,000,000.00 |
| 340 | | Federal Home Loan Bank 313381YN9 | 1,000,000.00 |
| 341 | | Federal Farm Credit Bank 3133EC7L2 | 999,111.06 |
| 342 | | Federal Farm Credit Bank 3133ECDX9 | 998,630.43 |
| 344 | | Federal Home Loan Mtg Corp 3134G43H9 | 2,000,000.00 |
| 345 | | Federal National Mortgage Assn 313G0WN9 | 2,000,000.00 |
| 347 | | Federal National Mortgage Assn 3136G1FL8 | 1,008,625.57 |
| | | | 22,016,026.06 |
| Total Pooled Cash and Investments | | | \$ 37,372,019.50 |
| Fair Value Increase (over cost) | | | (417,176.45) |
| Outstanding items | | | |
| | | Outstanding Warrants/Wire Transfers | (69,104.79) |
| | | Reconciliation Item | (20,341.17) |
| | | Reconciliation Item | 0.00 |
| | | Credit Card in Transit | 0.00 |
| Total Outstanding Items | | | (89,445.96) |
| Reconciled Bank Balance | | | \$ 36,865,397.09 |
| General Ledger Balance | | | \$ 36,865,397.09 |
| | | | 0.00 |

6A
35

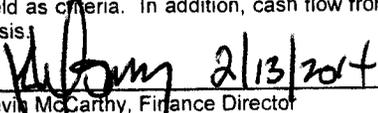
| | | | | |
|--|--|---------------|-----------|------------------------|
| City of Indian Wells | | | | |
| Trustee Reconciliation Report - Cash and Investments with City Agents | | | | |
| Finance Department | | | | |
| MONTH: November 30, 2013 | | | | |
| Trustee Balance: | | | | |
| Investment # | Investment Description | | | |
| Housing Series 2003 AT Bonds | | | | |
| | Blackrock Provident T-Fund | \$ 8.64 | | |
| 36 | Fidelity Institutional Money Markey Fund - Housing Surplus | 0.00 | \$ | 8.64 |
| RDA Series 2003 A Bonds | | | | |
| | Blackrock Provident T-Fund | \$ 4.98 | \$ | 4.98 |
| RDA Series 2006 A Bonds | | | | |
| | Blackrock Provident T-Fund | \$ 6.88 | \$ | 6.88 |
| RDA Series 2010 A Bonds | | | | |
| | Blackrock Provident T-Fund | \$ 780,678.33 | \$ | 780,678.33 |
| Other Trustees | | | | |
| 12 & 13 | Series 2005 Tax Allocation Refunding Bonds - Escrow Fund | 4.16 | | |
| 6 | Indian Wells Golf Resort | 840,056.25 | | |
| 7 | Indian Wells Villas | 774,896.73 | | |
| 10 | Mountain View Villas | \$ 738,702.27 | \$ | 2,353,659.41 |
| Total Cash and Investments with City Agents | | | \$ | 3,134,358.24 |
| Fair Value Increase (over cost) | | | | |
| Reconciled Bank Balance | | | 6A | \$ 3,134,358.24 |
| General Ledger Balance | | | | \$ 3,134,358.24 |
| | | | 36 | 0.00 |

**The City of Indian Wells
Portfolio Management
Portfolio Summary
November 30, 2013**

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|-------------------------------------|----------------------|----------------------|----------------------|----------------|--------------|------------------|----------------|----------------|
| Bank Certificates of Deposit | 3,000,000.00 | 3,000,410.50 | 3,000,000.00 | 8.03 | 1,475 | 1,092 | 1.216 | 1.233 |
| Certificates of Deposit - S & L | 250,000.00 | 250,000.00 | 250,000.00 | 0.67 | 1,096 | 70 | 1.250 | 1.267 |
| Managed Pool Accounts - LAIF | 3,460,166.20 | 3,460,166.20 | 3,460,166.20 | 9.26 | 1 | 1 | 0.259 | 0.263 |
| Money Market Sweep/Checking Account | 617,941.35 | 617,941.35 | 617,941.35 | 1.65 | 1 | 1 | 0.246 | 0.249 |
| Medium Term Corporate Notes | 8,000,000.00 | 8,156,330.00 | 8,027,885.89 | 21.48 | 1,683 | 922 | 2.583 | 2.618 |
| Federal Agency Issues - Callables | 22,000,000.00 | 21,641,850.00 | 22,016,026.06 | 58.91 | 1,979 | 1,614 | 1.172 | 1.188 |
| Investments | 37,328,107.55 | 37,126,698.05 | 37,372,019.50 | 100.00% | 1,653 | 1,237 | 1.379 | 1.398 |
| Cash and Accrued Interest | | | | | | | | |
| Accrued Interest at Purchase | | -1.00 | -1.00 | | | | | |
| Subtotal | | -1.00 | -1.00 | | | | | |
| Total Cash and Investments | 37,328,107.55 | 37,126,697.05 | 37,372,018.50 | | 1,653 | 1,237 | 1.379 | 1.398 |

| Total Earnings | November 30 Month Ending |
|--------------------------|--------------------------|
| Current Year | 40,237.17 |
| Average Daily Balance | 37,500,207.74 |
| Effective Rate of Return | 1.31% |

The above investments are consistent with the City's investment policy and allowable under current legislation of the State of California. Investments were purchased using safety, liquidity, and yield as criteria. In addition, cash flow from revenue and maturing investments will be sufficient to cover expenditures for the next six months. All securities are "Marked-to-Market" on a monthly basis.


Kevin McCarthy, Finance Director

Reporting period 11/01/2013-11/30/2013

Run Date: 02/11/2014 - 13:29

No fiscal year history available

Portfolio CITY
AP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

**The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
November 30, 2013**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 360 | Days to Maturity | Maturity Date |
|--|--------------|--------------------------------|---------------------|---------------|---------------------|---------------------|---------------------|-------------|-----|--------------|------------------|---------------|
| Bank Certificates of Deposit | | | | | | | | | | | | |
| SYS317 | 317 | Ally Bank | | 05/23/2012 | 250,000.00 | 251,627.50 | 250,000.00 | 1.250 | | 1.233 | 904 | 05/23/2016 |
| 02587DKR8 | 337 | American Express Centurion | | 02/06/2013 | 250,000.00 | 250,710.00 | 250,000.00 | 1.700 | | 1.677 | 1,340 | 08/02/2017 |
| 17284CJG0 | 348 | Citicorp Bank | | 07/24/2013 | 250,000.00 | 249,470.00 | 250,000.00 | 1.400 | | 1.381 | 1,331 | 07/24/2017 |
| 20451PBG0 | 349 | Compass Bank | | 07/24/2013 | 250,000.00 | 250,225.00 | 250,000.00 | 1.700 | | 1.677 | 1,696 | 07/24/2018 |
| SYS319 | 319 | Discover Bank | | 05/23/2012 | 250,000.00 | 251,510.00 | 250,000.00 | 1.050 | | 1.036 | 541 | 05/26/2015 |
| SYS316 | 316 | GE Capital Retail Bank | | 05/25/2012 | 250,000.00 | 252,152.50 | 250,000.00 | 1.800 | | 1.800 | 1,271 | 05/25/2017 |
| SYS320 | 320 | GE Capital Financial inc | | 05/25/2012 | 250,000.00 | 250,300.00 | 250,000.00 | 0.800 | | 0.789 | 177 | 05/27/2014 |
| 38143A5L5 | 338 | Goldman Sachs Bank | | 02/06/2013 | 250,000.00 | 248,247.50 | 250,000.00 | 1.050 | | 1.036 | 1,163 | 02/06/2017 |
| 48124JSY5 | 339 | JP Morgan Chase | | 02/27/2013 | 250,000.00 | 246,585.00 | 250,000.00 | 1.125 | | 1.110 | 1,541 | 02/19/2018 |
| 7865802B5 | 330 | SAFR National Bank | | 08/28/2012 | 250,000.00 | 251,350.00 | 250,000.00 | 0.800 | | 0.789 | 635 | 08/28/2015 |
| 795450NW1 | 329 | Sallie Mae | | 08/15/2012 | 250,000.00 | 251,305.00 | 250,000.00 | 1.250 | | 1.233 | 988 | 08/15/2016 |
| 94986TLX3 | 336 | Wells Fargo Bank | | 01/30/2013 | 250,000.00 | 246,928.00 | 250,000.00 | 0.850 | | 0.838 | 1,522 | 01/31/2018 |
| Subtotal and Average | | | 3,000,000.00 | | 3,000,000.00 | 3,000,410.50 | 3,000,000.00 | | | 1.216 | 1,092 | |
| Certificates of Deposit - S & L | | | | | | | | | | | | |
| SYS281 | 281 | Pacific Western Bank | | 02/09/2011 | 250,000.00 | 250,000.00 | 250,000.00 | 1.250 | | 1.250 | 70 | 02/09/2014 |
| Subtotal and Average | | | 250,000.00 | | 250,000.00 | 250,000.00 | 250,000.00 | | | 1.250 | 70 | |
| Managed Pool Accounts - LAIF | | | | | | | | | | | | |
| SYS21 | 21 | LAIF - City | | | 3,460,165.13 | 3,460,165.13 | 3,460,165.13 | 0.263 | | 0.259 | 1 | |
| SYS23 | 23 | LAIF - Redevelopment | | | 1.07 | 1.07 | 1.07 | 0.263 | | 0.259 | 1 | |
| Subtotal and Average | | | 3,593,499.53 | | 3,460,166.20 | 3,460,166.20 | 3,460,166.20 | | | 0.259 | 1 | |
| Money Market Sweep/Checking Account | | | | | | | | | | | | |
| SYS1 | 1 | Pacific Western Bank | | | 521,829.72 | 521,829.72 | 521,829.72 | 0.250 | | 0.247 | 1 | |
| SYS2 | 2 | Pacific Western - Acct Payable | | 07/01/2012 | 0.00 | 0.00 | 0.00 | | | 0.000 | 1 | |
| SYS3 | 3 | Pacific Western-Payroll | | 07/01/2012 | 0.00 | 0.00 | 0.00 | | | 0.000 | 1 | |
| SYS4 | 4 | Union Bank-Checking | | | 94,711.63 | 94,711.63 | 94,711.63 | 0.250 | | 0.247 | 1 | |
| SYS19 | 19 | Petty Cash | | 07/01/2012 | 1,400.00 | 1,400.00 | 1,400.00 | | | 0.000 | 1 | |
| Subtotal and Average | | | 612,127.32 | | 617,941.35 | 617,941.35 | 617,941.35 | | | 0.246 | 1 | |
| Medium Term Corporate Notes | | | | | | | | | | | | |
| 00206RBF8 | 322 | AT&T INC | | 06/21/2012 | 1,000,000.00 | 1,002,790.00 | 1,003,355.28 | 1.600 | | 1.479 | 1,278 | 06/01/2017 |
| 06738JVS0 | 296 | Barclays Bank PLC | | 10/27/2011 | 1,000,000.00 | 1,039,360.00 | 1,000,000.00 | 3.500 | AA | 3.452 | 1,061 | 10/27/2016 |
| 06051GED | 280 | Bank of America | | 02/02/2011 | 1,000,000.00 | 1,047,410.00 | 1,006,028.74 | 3.700 | | 3.254 | 639 | 09/01/2015 |

**The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
November 30, 2013**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 360 | Days to Maturity | Maturity Date |
|--|--------------|---------------------------|----------------------|---------------|----------------------|----------------------|----------------------|-------------|-----|--------------|------------------|---------------|
| Medium Term Corporate Notes | | | | | | | | | | | | |
| 36962G5U4 | 306 | General Elec. Cap Crp | | 04/18/2012 | 1,000,000.00 | 1,000,050.00 | 1,000,000.00 | 1.200 | | 1.200 | 498 | 04/13/2015 |
| 36962G6W9 | 346 | General Elec. Cap Crp | | 05/01/2013 | 1,000,000.00 | 999,900.00 | 1,007,315.81 | 1.625 | | 1.430 | 1,583 | 04/02/2018 |
| 38141EA74 | 278 | Goldman Sachs Group Inc | | 02/02/2011 | 1,000,000.00 | 1,044,820.00 | 1,009,038.91 | 3.700 | AA | 3.072 | 608 | 08/01/2015 |
| 46625HJG6 | 331 | J P Morgan | | 01/28/2013 | 1,000,000.00 | 997,320.00 | 1,002,494.16 | 1.800 | | 1.713 | 1,516 | 01/25/2018 |
| 59217EBW3 | 257 | MetLife | | 06/29/2009 | 1,000,000.00 | 1,024,680.00 | 999,652.99 | 5.125 | | 5.068 | 191 | 06/10/2014 |
| Subtotal and Average | | | 8,028,347.24 | | 8,000,000.00 | 8,156,330.00 | 8,027,885.89 | | | 2.583 | 922 | |
| Federal Agency Issues - Callables | | | | | | | | | | | | |
| 3133EAA81 | 326 | Fed. Farm Credit Bank | | 07/30/2012 | 2,000,000.00 | 1,997,940.00 | 2,000,000.00 | 0.780 | | 0.769 | 1,156 | 01/30/2017 |
| 3133EC7L2 | 341 | Fed. Farm Credit Bank | | 03/22/2013 | 1,000,000.00 | 960,050.00 | 999,111.06 | 1.290 | | 1.289 | 2,021 | 06/14/2019 |
| 3133ECDX9 | 342 | Fed. Farm Credit Bank | | 03/25/2013 | 1,000,000.00 | 933,550.00 | 998,630.43 | 1.840 | | 1.835 | 2,622 | 02/04/2021 |
| 313381YG4 | 332 | Fed. Home Loan Bank | | 02/20/2013 | 2,000,000.00 | 1,966,120.00 | 2,000,000.00 | 1.000 | | 0.986 | 1,542 | 02/20/2018 |
| 313381YN9 | 340 | Fed. Home Loan Bank | | 03/21/2013 | 1,000,000.00 | 977,320.00 | 1,000,000.00 | 0.750 | | 1.856 | 2,448 | 08/14/2020 |
| 3134G3NW6 | 301 | Fed. Home Loan Mtg Corp | | 02/27/2012 | 1,000,000.00 | 1,001,820.00 | 1,000,000.00 | 1.050 | AAA | 1.036 | 1,184 | 02/27/2017 |
| 3134G3RK8 | 324 | Fed. Home Loan Mtg Corp | | 06/29/2012 | 2,000,000.00 | 2,004,380.00 | 2,009,659.00 | 1.000 | | 0.774 | 834 | 03/14/2016 |
| 3134G33S7 | 334 | Fed. Home Loan Mtg Corp | | 01/24/2013 | 1,000,000.00 | 979,830.00 | 1,000,000.00 | 1.000 | | 0.986 | 1,688 | 07/16/2018 |
| 3134G43H9 | 344 | Fed. Home Loan Mtg Corp | | 04/30/2013 | 2,000,000.00 | 1,963,700.00 | 2,000,000.00 | 1.060 | | 1.045 | 1,611 | 04/30/2018 |
| 3136G0PN5 | 323 | Fed. Nat'l Mortgage Assoc | | 06/27/2012 | 2,000,000.00 | 1,974,480.00 | 2,000,000.00 | 1.000 | | 2.219 | 2,217 | 12/27/2019 |
| 3135G0MX8 | 325 | Fed. Nat'l Mortgage Assoc | | 07/28/2012 | 2,000,000.00 | 2,001,620.00 | 2,000,000.00 | 0.750 | | 0.740 | 968 | 07/26/2016 |
| 3136G1AP4 | 333 | Fed. Nat'l Mortgage Assoc | | 01/24/2013 | 1,000,000.00 | 993,800.00 | 1,000,000.00 | 0.700 | | 1.094 | 1,513 | 01/22/2018 |
| 3136G1CF4 | 335 | Fed. Nat'l Mortgage Assoc | | 01/30/2013 | 1,000,000.00 | 978,880.00 | 1,000,000.00 | 1.000 | AAA | 0.986 | 1,702 | 07/30/2018 |
| 3135G0WN9 | 345 | Fed. Nat'l Mortgage Assoc | | 04/30/2013 | 2,000,000.00 | 1,961,440.00 | 2,000,000.00 | 1.000 | | 0.986 | 1,611 | 04/30/2018 |
| 3136G1FL8 | 347 | Fed. Nat'l Mortgage Assoc | | 04/26/2013 | 1,000,000.00 | 946,920.00 | 1,008,625.57 | 1.820 | | 1.860 | 2,461 | 08/27/2020 |
| Subtotal and Average | | | 22,016,233.64 | | 22,000,000.00 | 21,641,850.00 | 22,016,026.06 | | | 1.172 | 1,614 | |
| Total and Average | | | 37,500,207.74 | | 37,328,107.55 | 37,126,698.05 | 37,372,019.50 | | | 1.379 | 1,237 | |

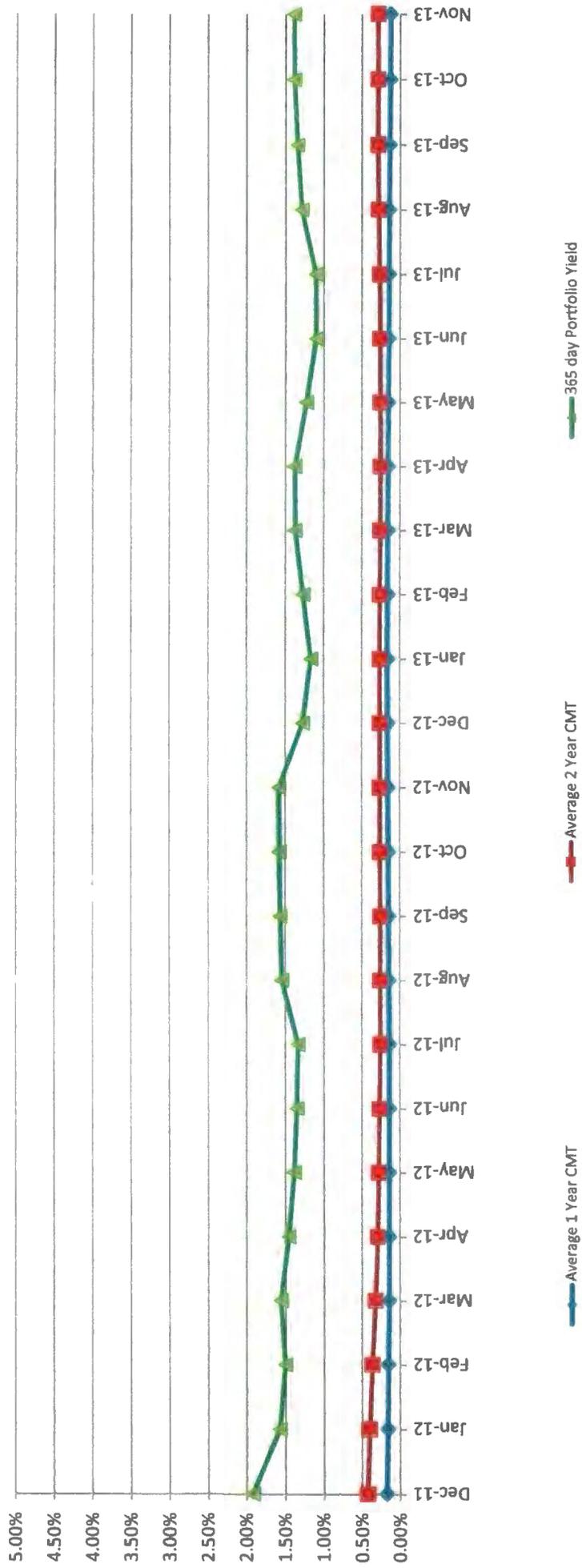
39 6A

The City of Indian Wells
 Portfolio Management
 Portfolio Details - Cash
 November 30, 2013

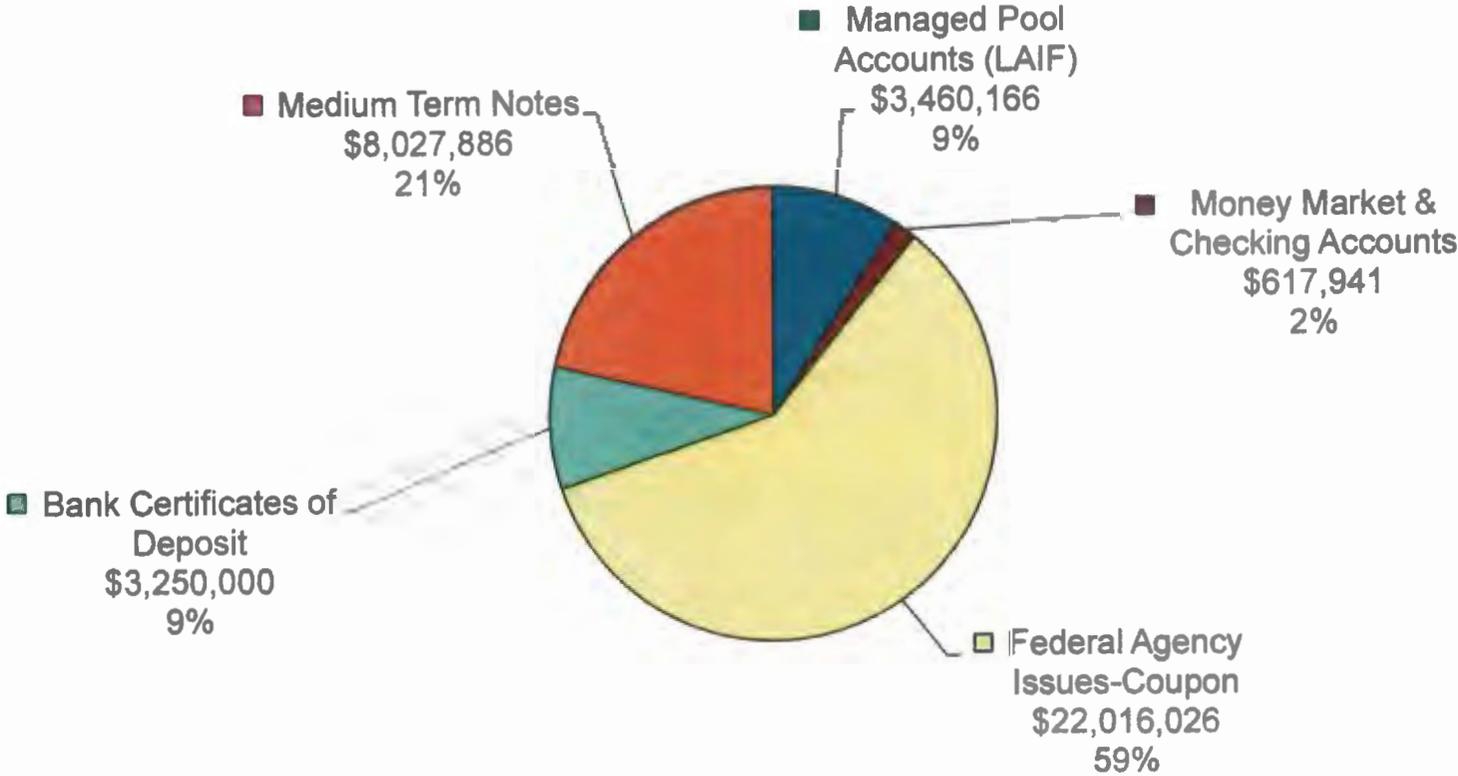
| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 360 | Days to Maturity |
|-------|--------------|-----------------------------------|-----------------|------------------------------|---------------|---------------|---------------|-------------|-----|---------|------------------|
| | | Average Balance | 0.00 | Accrued Interest at Purchase | | -1.00 | -1.00 | | | | 0 |
| | | | | Subtotal | | -1.00 | -1.00 | | | | |
| | | Total Cash and Investments | 37,500,207.74 | | 37,328,107.55 | 37,126,697.05 | 37,372,018.50 | | | 1.379 | 1,237 |

40
6A

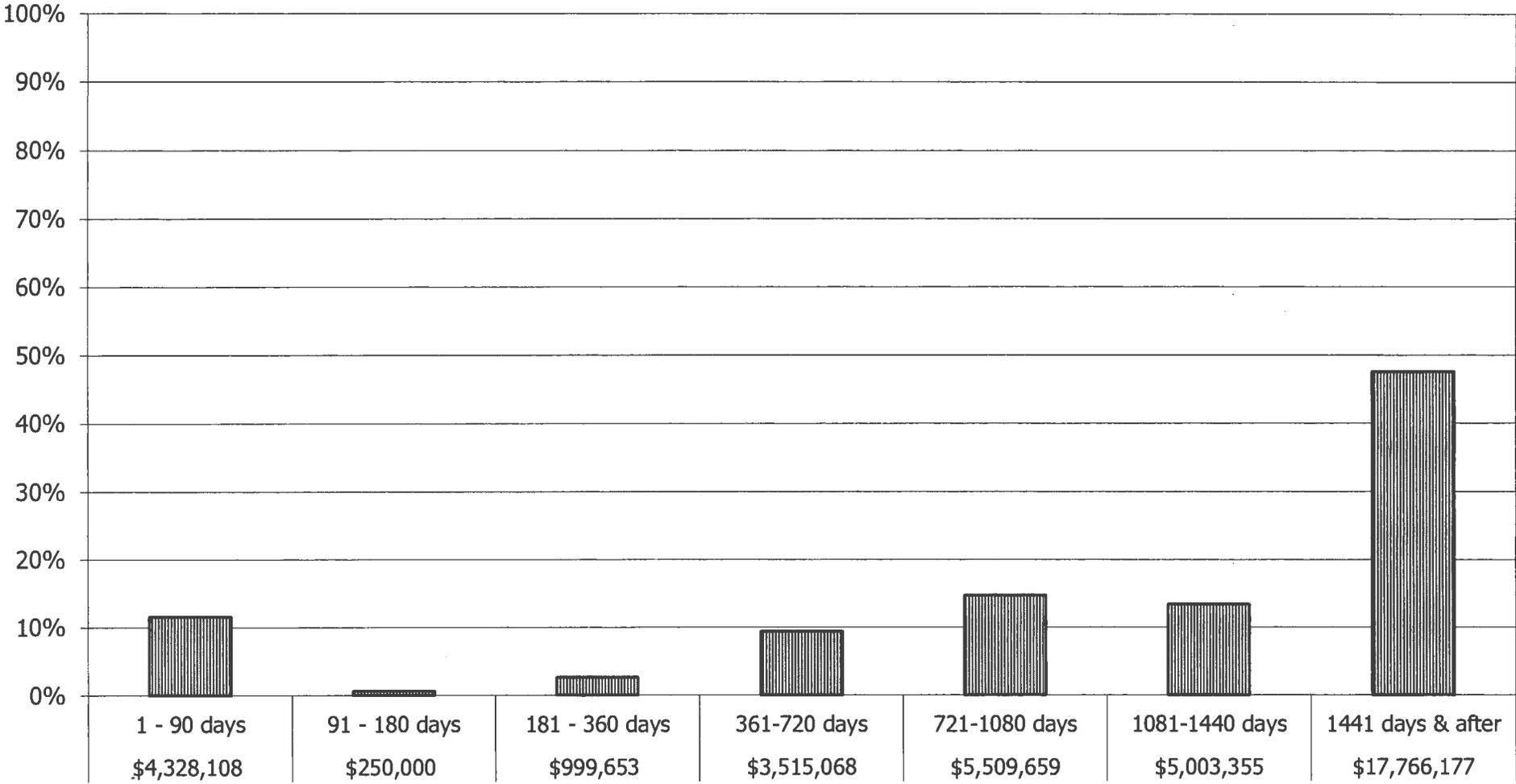
City of Indian Wells
 Yield Trend
 11/30/2013



City of Indian Wells Sector Diversification as of 11/30/2013



City of Indian Wells
Aging of Maturing Investments at 11/30/2013
\$37,372,020





**Housing Series 2003 AT Bonds
Portfolio Management
Portfolio Summary
November 30, 2013**

City of Indian Wells
44-950 Eldorado Drive
Indian Wells CA 92210
(760)346-2489

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|-------------------------------------|------------------|---------------------|-------------------|-----------------------|-------------|-------------------------|-----------------------|-----------------------|
| Money Market Sweep/Checking Account | 8.64 | 8.64 | 8.64 | 100.00 | 1 | 1 | 0.358 | 0.363 |
| Investments | 8.64 | 8.64 | 8.64 | 100.00% | 1 | 1 | 0.358 | 0.363 |

| Total Earnings | November 30 Month Ending |
|--------------------------|---------------------------------|
| Current Year | 0.00 |
| Average Daily Balance | 8.64 |
| Effective Rate of Return | 0.00% |

Kevin McCarthy 2/13/14

 Kevin McCarthy, Agency Treasurer

6A
41

Reporting period 11/01/2013-11/30/2013

Run Date: 02/11/2014 - 17:05

No fiscal year history available

Portfolio 03AT
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

**Housing Series 2003 AT Bonds
Portfolio Management
Portfolio Details - Investments
November 30, 2013**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 360 | Days to Maturity | Maturity Date |
|--|--------------|--------------------------------|-----------------|---------------|-------------|--------------|-------------|-------------|-----|--------------|------------------|---------------|
| Money Market Sweep/Checking Account | | | | | | | | | | | | |
| SYS36 | 36 | 2003 AT Bonds Housing Surplus | | | 0.00 | 0.00 | 0.00 | 2.410 | | 2.377 | 1 | |
| SYS12 | 12 | 2003 AT Bonds Interest Reserve | | | 2.68 | 2.68 | 2.68 | 0.410 | | 0.404 | 1 | |
| SYS13 | 13 | 2003 AT Bonds Principal Reserv | | | 4.96 | 4.96 | 4.96 | 0.410 | | 0.404 | 1 | |
| SYS11 | 11 | 2003 AT Bonds Reserve | | 07/01/2012 | 1.00 | 1.00 | 1.00 | | | 0.000 | 1 | |
| SYS1 | 1 | Fidelity Institutional Money M | | | 0.00 | 0.00 | 0.00 | 2.640 | | 2.604 | 1 | |
| SYS10 | 10 | UBC Cost Of Issuance Escrow | | 07/01/2012 | 0.00 | 0.00 | 0.00 | | | 0.000 | 1 | |
| Subtotal and Average | | | 8.64 | | 8.64 | 8.64 | 8.64 | | | 0.358 | 1 | |
| Total and Average | | | 8.64 | | 8.64 | 8.64 | 8.64 | | | 0.358 | 1 | |

45
6A



**RDA Series 2003 A Bonds
Portfolio Management
Portfolio Summary
November 30, 2013**

City of Indian Wells
44-950 Eldorado Drive
Indian Wells CA 92210
(760)346-2489

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|-------------------------------------|-------------|--------------|-------------|----------------|----------|------------------|----------------|----------------|
| Money Market Sweep/Checking Account | 4.98 | 4.98 | 4.98 | 100.00 | 1 | 1 | 0.328 | 0.333 |
| Investments | 4.98 | 4.98 | 4.98 | 100.00% | 1 | 1 | 0.328 | 0.333 |

| Total Earnings | November 30 Month Ending |
|--------------------------|--------------------------|
| Current Year | 0.00 |
| Average Daily Balance | 4.98 |
| Effective Rate of Return | 0.00% |

Kevin McCarthy 2/13/14

 Kevin McCarthy, Agency Treasurer

46
6A

Reporting period 11/01/2013-11/30/2013

Run Date: 02/11/2014 - 17:04

No fiscal year history available

Portfolio 03A
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

**RDA Series 2003 A Bonds
Portfolio Management
Portfolio Details - Investments
November 30, 2013**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|--|--------------|-----------------------------|-----------------|---------------|-------------|--------------|-------------|-------------|-----|--------------|------------------|---------------|
| Money Market Sweep/Checking Account | | | | | | | | | | | | |
| SYS12 | 12 | 2003 A Bonds Reserve | | | 1.00 | 1.00 | 1.00 | 0.001 | | 0.001 | 1 | |
| SYS14 | 14 | 2003 A Bonds Principal | | | 2.38 | 2.38 | 2.38 | 0.420 | | 0.420 | 1 | |
| SYS13 | 13 | 2003 A Bonds Interest | | | 1.60 | 1.60 | 1.60 | 0.410 | | 0.410 | 1 | |
| SYS1 | 1 | Blackrock Provident T-Fund | | | 0.00 | 0.00 | 0.00 | 0.001 | | 0.001 | 1 | |
| SYS11 | 11 | UBC Cost Of Issuance Escrow | | 07/01/2012 | 0.00 | 0.00 | 0.00 | | | 0.000 | 1 | |
| Subtotal and Average | | | 4.98 | | 4.98 | 4.98 | 4.98 | | | 0.333 | 1 | |
| Total and Average | | | 4.98 | | 4.98 | 4.98 | 4.98 | | | 0.333 | 1 | |

47 6A



**2006 A Bonds
Portfolio Management
Portfolio Summary
November 30, 2013**

City of Indian Wells
44-950 Eldorado Drive
Indian Wells CA 92210
(760)346-2489

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|-------------------------------------|-------------|--------------|-------------|----------------|----------|------------------|----------------|----------------|
| Money Market Sweep/Checking Account | 6.88 | 6.88 | 6.88 | 100.00 | 1 | 1 | 0.346 | 0.350 |
| Investments | 6.88 | 6.88 | 6.88 | 100.00% | 1 | 1 | 0.346 | 0.350 |

| Total Earnings | November 30 Month Ending |
|--------------------------|--------------------------|
| Current Year | 0.00 |
| Average Daily Balance | 6.88 |
| Effective Rate of Return | 0.00% |

Kevin McCarthy 2/13/2014

 Kevin McCarthy, Agency Treasurer

48 6A

Reporting period 11/01/2013-11/30/2013

Run Date: 02/11/2014 - 17:07

No fiscal year history available

Portfolio 06A
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

**2006 A Bonds
Portfolio Management
Portfolio Details - Investments
November 30, 2013**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|--|--------------|--------------------------------|-----------------|---------------|-------------|--------------|-------------|-------------|-----|--------------|------------------|---------------|
| Money Market Sweep/Checking Account | | | | | | | | | | | | |
| SYS13 | 13 | 2006A Good Faith Deposit | | | 0.00 | 0.00 | 0.00 | 5.080 | | 5.080 | 1 | |
| SYS15 | 15 | 2006 A Bonds Reserve | | | 1.00 | 1.00 | 1.00 | | | 0.000 | 1 | |
| SYS14 | 14 | 2006 A Bonds Interest | | | 4.04 | 4.04 | 4.04 | 0.410 | | 0.410 | 1 | |
| SYS12 | 12 | UBC Cost Of Issuance Escrow | | | 0.00 | 0.00 | 0.00 | 5.020 | | 5.020 | 1 | |
| SYS10 | 10 | Fidelity Institutional Money M | | | 0.00 | 0.00 | 0.00 | 5.360 | | 5.360 | 1 | |
| SYS17 | 17 | Principal Account | | | 1.84 | 1.84 | 1.84 | 0.410 | | 0.410 | 1 | |
| Subtotal and Average | | | 6.88 | | 6.88 | 6.88 | 6.88 | | | 0.350 | 1 | |
| Total and Average | | | 6.88 | | 6.88 | 6.88 | 6.88 | | | 0.350 | 1 | |

6A
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**RDA Series 2010 A Bonds
Portfolio Management
Portfolio Summary
November 30, 2013**

City of Indian Wells
44-950 Eldorado Drive
Indian Wells CA 92210
(760)346-2489

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|-------------------------------------|-------------------|-------------------|-------------------|----------------|----------|------------------|----------------|----------------|
| Money Market Sweep/Checking Account | 780,678.33 | 780,678.33 | 780,678.33 | 100.00 | 1 | 1 | 0.000 | 0.000 |
| Investments | 780,678.33 | 780,678.33 | 780,678.33 | 100.00% | 1 | 1 | 0.000 | 0.000 |

| Total Earnings | November 30 Month Ending |
|--------------------------|--------------------------|
| Current Year | 0.00 |
| Average Daily Balance | 780,672.04 |
| Effective Rate of Return | 0.00% |

Kevin McCarthy 2/13/2014

 Kevin McCarthy, Agency Treasurer

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6A

Reporting period 11/01/2013-11/30/2013

Run Date: 02/11/2014 - 17:08

No fiscal year history available

Portfolio 010A
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

**RDA Series 2010 A Bonds
Portfolio Management
Portfolio Details - Investments
November 30, 2013**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|--|--------------|------------------------------|-------------------|---------------|-------------------|-------------------|-------------------|-------------|-----|--------------|------------------|---------------|
| Money Market Sweep/Checking Account | | | | | | | | | | | | |
| SYS1 | 1 | 2010 A Bonds Reserve | | 07/01/2012 | 780,677.13 | 780,677.13 | 780,677.13 | | | 0.000 | 1 | |
| SYS14 | 13 | 2010 A Bonds Principal | | 07/01/2012 | 0.64 | 0.64 | 0.64 | | | 0.000 | 1 | |
| SYS4 | 4 | 2010 A Bonds Interest | | | 0.56 | 0.56 | 0.56 | 0.530 | | 0.530 | 1 | |
| SYS7 | 7 | Local Agency Investment Fund | | | 0.00 | 0.00 | 0.00 | 0.530 | | 0.530 | 1 | |
| SYS2 | 2 | Blackrock Provident T-Fund | | 07/01/2012 | 0.00 | 0.00 | 0.00 | | | 0.000 | 1 | |
| SYS3 | 3 | UBC Cost Of Issuance Escrow | | 07/01/2012 | 0.00 | 0.00 | 0.00 | | | 0.000 | 1 | |
| Subtotal and Average | | | 780,672.04 | | 780,678.33 | 780,678.33 | 780,678.33 | | | 0.000 | 1 | |
| Total and Average | | | 780,672.04 | | 780,678.33 | 780,678.33 | 780,678.33 | | | 0.000 | 1 | |

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**City of Indian Wells
Portfolio Management
Portfolio Summary
November 30, 2013**

City of Indian Wells
44-950 Eldorado Drive
Indian Wells CA 92210
(760)346-2489

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|-------------------------------------|---------------------|---------------------|---------------------|----------------|----------|------------------|----------------|----------------|
| Managed Trustee Accounts | 4.16 | 4.16 | 4.16 | 0.00 | 1 | 1 | 1.523 | 1.544 |
| Checking Accounts with Fiscal Agent | 2,353,655.25 | 2,353,655.25 | 2,353,655.25 | 100.00 | 1 | 1 | 0.634 | 0.643 |
| Investments | 2,353,659.41 | 2,353,659.41 | 2,353,659.41 | 100.00% | 1 | 1 | 0.634 | 0.643 |

| Total Earnings | November 30 Month Ending |
|--------------------------|--------------------------|
| Current Year | 1,203.32 |
| Average Daily Balance | 2,211,492.35 |
| Effective Rate of Return | 0.66% |

Kevin McCarthy
Kevin McCarthy, Finance Director

JK

6A
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Reporting period 11/01/2013-11/30/2013

Run Date: 02/27/2014 - 16:38

No fiscal year history available

Portfolio FA
AP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3

**City of Indian Wells
Portfolio Management
Portfolio Details - Investments
November 30, 2013**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 360 | Days to Maturity | Maturity Date |
|--|--------------|--------------------------------|---------------------|---------------|---------------------|---------------------|---------------------|-------------|-----|--------------|------------------|---------------|
| Managed Trustee Accounts | | | | | | | | | | | | |
| SYS1 | 1 | Union Bank of California | | | 0.00 | 0.00 | 0.00 | 5.110 | | 5.040 | 1 | |
| SYS11 | 11 | Union Bank of California | | | 1.00 | 1.00 | 1.00 | 5.110 | | 5.040 | 1 | |
| SYS12 | 12 | Union Bank of California | | | 1.76 | 1.76 | 1.76 | 0.420 | | 0.414 | 1 | |
| SYS13 | 13 | Union Bank of California | | | 1.40 | 1.40 | 1.40 | 0.410 | | 0.404 | 1 | |
| SYS14 | 14 | Union Bank of California | | 07/01/2012 | 0.00 | 0.00 | 0.00 | 5.110 | | 5.040 | 1 | |
| SYS15 | 15 | Union Bank of California | | 07/01/2012 | 0.00 | 0.00 | 0.00 | 5.110 | | 5.040 | 1 | |
| SYS16 | 16 | Union Bank of California | | 07/01/2012 | 0.00 | 0.00 | 0.00 | 5.110 | | 5.040 | 1 | |
| SYS2 | 2 | Union Bank of California | | | 0.00 | 0.00 | 0.00 | 5.110 | | 5.040 | 1 | |
| SYS3 | 3 | Union Bank of California | | | 0.00 | 0.00 | 0.00 | 4.950 | | 4.882 | 1 | |
| SYS4 | 4 | Union Bank of California | | | 0.00 | 0.00 | 0.00 | 4.950 | | 4.882 | 1 | |
| SYS5 | 5 | Union Bank of California | | | 0.00 | 0.00 | 0.00 | 4.950 | | 4.882 | 1 | |
| SYS8 | 8 | Union Bank of California | | | 0.00 | 0.00 | 0.00 | 4.950 | | 4.882 | 1 | |
| Subtotal and Average | | | 4.16 | | 4.16 | 4.16 | 4.16 | | | 1.523 | 1 | |
| Checking Accounts with Fiscal Agent | | | | | | | | | | | | |
| SYS6 | 6 | The Golf Resort at Indian Well | | 07/01/2012 | 840,056.25 | 840,056.25 | 840,056.25 | | | 0.000 | 1 | |
| SYS7 | 7 | Indian Wells Villas | | | 774,896.73 | 774,896.73 | 774,896.73 | 1.000 | | 0.986 | 1 | |
| SYS10 | 10 | Mountain View Villas | | | 738,702.27 | 738,702.27 | 738,702.27 | 1.000 | | 0.986 | 1 | |
| Subtotal and Average | | | 2,211,488.19 | | 2,353,655.25 | 2,353,655.25 | 2,353,655.25 | | | 0.634 | 1 | |
| Total and Average | | | 2,211,492.35 | | 2,353,659.41 | 2,353,659.41 | 2,353,659.41 | | | 0.634 | 1 | |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|-----------|------------|--|-------------|------------------|
| 44743 | 3/6/2014 | | BEST, BEST & KRIEGER, L.L.P. | | |
| | | 720001 | 45-995 VISTA DORADO CODE ENFORCEMENT LEGAL SVCS-PREPARE MOTION S FOR JAN, 2014 | 7,495.69 | |
| | 3/6/2014 | | BEST, BEST & KRIEGER, L.L.P. | | |
| | | 719996 | PERSONNEL/LABOR LEGAL SVCS-EMAILS & CONFERENCES FOR JAN, 2014 | 2,321.70 | |
| | | 719997 | LAWELLIN PROPERTY CODE ENFORCEMENT LEGAL-ANALYSIS, DRAFT MEMO FOR JAN, 2014 | 1,407.63 | |
| | | 720002 | 75550 MARY LANE CODE ENFORCEMENT LEGAL SVC-EMAIL, CONFERENCE CALLS FOR JAN, 2014 | 1,182.50 | |
| | | 720003 | GENERAL CITY RETAINER LEGAL SERVICES FOR JAN, 2014 | 20,124.00 | |
| | | 719999 | CODE ENFORCEMENT LEGAL SVCS-REVISE STATUS SHEET & EMAILS FOR JAN, 2014 | 932.92 | |
| | | 715405 | 75-900 FAIRWAY DRIVE CODE ENFORCEMENT LEGAL SVCS FOR NOV, 2013 | 537.50 | |
| | | 720000 | 75497 PALM SHADOW CODE ENFORCEMENT LEGAL SVC-DRAFT DEMAND LETTERS FOR JAN 2014 | 474.36 | 34,476.30 |
| 44734 | 2/19/2014 | | CALPERS RETIREMENT SYSTEM | | |
| | | 0844 | OPEB FUNDING FOR FEB 14, 2014 | 26,087.34 | 26,087.34 |
| 44739 | 2/24/2014 | | SIGN A RAMA | | |
| | | 62971 | REPLACE "IW CLUB" SIGNAGE WITH "VUE GRILLE & BAR" SIGNAGE | 13,984.60 | 13,984.60 |
| 44753 | 3/6/2014 | | DESERT CHAMPIONS, LLC | | |
| | | 0000038319 | BNP PARIBAS OPEN NATIONAL TV COMMERCIALS | 12,500.00 | 12,500.00 |
| 44737 | 2/21/2014 | | WIDE ANGLE GROUP, INC. | | |
| | | 2316 | 2014 BNP PARIBAS HOTEL BOOTH EXPERIENCE STAFF COST-75% DEPOSIT | 10,080.00 | 10,080.00 |
| 44744 | 3/6/2014 | | BURRTEC WASTE & RECYCLING | | |
| | | ABS2014Q1 | RECYCLING COORDINATOR SERVICES FOR JAN-MAR 2014 | 8,750.00 | 8,750.00 |
| 44791 | 3/6/2014 | | PWLC, II, INC. | | |
| | | 87413 | INSTALL (1,716) SQ FEET OF NEW SOD ON HWY 111 FOR JAN, 2014 | 8,111.00 | |
| | | 87411 | HWY 111 EAST & WEST MEDIANS OFF COOK STREET LANDSCAPE MAINTENANCE FOR FEB, 2014 | 355.00 | |
| | | 87363 | HWY 111 EAST & WEST MEDIANS OFF COOK STREET LANDSCAPE MAINTENANCE FOR JAN, 2014 | 183.71 | 8,649.71 |
| 44760 | 3/6/2014 | | GRAPHTEK INTERACTIVE | | |
| | | 8145-2 | NEWSLETTER DESIGN, LAYOUT & PROJECT MANAGEMENT SERVICES FOR MAR 2014 ISSUE | 3,500.00 | |
| | | 8182-1 | DESIGN (3) BNP PARIBAS OPEN FLASH BANNERS FOR CITY WEBSITE | 1,350.00 | |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|----------|---------------|--|-------------|-------------|
| | | 8099-1 | DESIGN NEW AESTHETIC STYLES FOR 2014 PRINT ADVERTISEMENTS | 1,000.00 | |
| | | 8124-1 | DESIGN FULL & HALF PAGE TENNIS ADVERTISEMENTS | 375.00 | |
| | | 8125-1 | DESIGN FULL & HALF PAGE VERTICAL ALASKA AIRLINES MAGAZINE ADVERTISEMENTS | 375.00 | |
| | | 7897-1 | DESIGN & PROGRAM RESIDENT INFORMATION EBLAST FOR HOLIDAY EVENTS | 350.00 | |
| | | 7943-1 | DESIGN & PROGRAM INDIAN WELLS GOLF RESORT EBLAST | 350.00 | |
| | | 7903-1 | DESIGN FULL PAGE TWO SIDED COLOR FLYER FOR DEC, 2013 NEWSLETTER ADS | 300.00 | |
| | | 7968-1 | UPDATE PROPERTY OWNER BENEFIT LIST REMOVAL OF IW CLUB LOGO & VERBAGE | 125.00 | |
| | | 7910-1 | DESIGN BASIC WEB GRAPHIC AD FOR NEW MAYOR, MAYOR PRO-TEM & COUNCIL MEMBER | 125.00 | 7,850.00 |
| 44795 | 3/6/2014 | | SOUTHERN CALIFORNIA EDISON CO. | | |
| | | 2-10-345-9178 | ELDORADO/HWY 111/COOK/FRED WARING/CIELITO/OSAGE/PALMERAS UTILITIES FOR FEB, 2014 | 4,336.34 | |
| | | 2-01-570-2186 | 44-900 ELDORADO DR FIRE STATION UTILITIES FOR FEB, 2014 | 715.51 | |
| | | 2-32-228-7590 | 45-200 CLUB DR & CLUB DR STE B. UTILITIES FOR FEB, 2014 | 269.09 | |
| | | 2-26-379-6526 | 77-601 1/2 & 77-801 1/2 MILES PED UTILITIES FOR FEB, 2014 | 217.78 | |
| | | 2-30-405-2939 | 75-254 1/2 HWY 111 UTILITIES FOR FEB, 2014 | 132.98 | |
| | | 2-28-811-9811 | 75-595 1/2 FAIRWAY DR UTILITIES FOR FEB, 2014 | 129.19 | |
| | | 2-02-275-6597 | 76-884 1/2 INCA DR UTILITIES FOR FEB, 2014 | 118.80 | |
| | | 2-28-811-8029 | 78-496 HWY 111 TC1 UTILITIES FOR JAN, 2013 | 91.06 | |
| | | 2-26-446-8521 | 77-440 1/2 MILES AVE TC1 UTILITIES FOR FEB, 2014 | 90.46 | |
| | | 2-04-013-0916 | 45-277 CLUB DR UTILITIES FOR FEB, 2014 | 90.17 | |
| | | 2-28-811-8524 | 79 DESERT HORIZON/HWY 111 SIGNAL UTILITIES FOR FEB, 2014 | 84.04 | |
| | | 2-33-975-8682 | 45-200 CLUB DR UNIT B2 UTILITIES FOR FEB, 2014 | 74.30 | |
| | | 2-19-255-7163 | 75980 1/2 HWY 111 UTILITIES FOR FEB, 2014 | 67.76 | |
| | | 2-30-405-3051 | 75-256 1/2 HWY 111 UTILITIES FOR FEB, 2014 | 62.54 | |
| | | 2-26-702-6078 | 45-002 1/2 MILES AVE PED UTILITIES FOR FEB, 2014 | 62.08 | |
| | | 2-31-473-5101 | 45-280 1/2 COOK ST LOT UTILITIES FOR FEB, 2014 | 51.86 | |
| | | 2-28-811-8276 | 79 HIGHWAY 111 MILES LOT UTILITIES FOR FEB, 2014 | 51.84 | |
| | | 2-28-811-8466 | 79 HWY 111-ELDORADO SIGNAL UTILITIES FOR FEB, 2014 | 48.73 | |
| | | 2-28-811-8425 | INDIAN WELLS/HWY 111 TC1 UTILITIES FOR FEB, 2014 | 44.96 | |
| | | 2-28-811-8367 | 79 HIGHWAY 111 CLUB LOT UTILITIES FOR FEB, 2014 | 41.87 | |
| | | 2-19-200-4638 | 74812 1/2 HWY 111 UTILITIES FOR FEB, 2014 | 33.36 | |
| | | 2-35-253-2683 | 45-324 1/2 INDIAN WELLS LN UTILITIES FOR FEB, 2014 | 32.37 | |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|----------|---------------|--|-------------|-----------------|
| | | 2-32-400-4498 | 45-300 CLUB DR UTILITIES FOR FEB, 2014 | 26.75 | |
| | | 2-01-570-2202 | 77-250 SANDPIPER DR LOT UTILITIES FOR FEB, 2014 | 19.16 | 6,893.00 |
| 44797 | 3/6/2014 | | SOUTHWEST NETWORKS | | |
| | | 14-2512 | (60) 1-YEAR NOD32 ANTI-VIRUS SOFTWARE WITH MESSAGING SUPPORT | 2,138.40 | |
| | | 14-2527 | CISCO SMARTNET IPS SOFTWARE UPGRADE MAINT FOR JAN, 2014 | 1,635.12 | |
| | | 14-12510 | CITY HALL OFFSITE STORAGE SERVICES FOR MAR, 2014 | 538.92 | |
| | | 14-12511 | CITY HALL OFFSITE STORAGE SERVICE OVERAGES FOR JAN, 2014 | 194.40 | 4,506.84 |
| 44786 | 3/6/2014 | | PIXELPUSHERS, INC. DBA CIVICA | | |
| | | 2602 | WEB MASTERING OF WEB CONTENT, EMAIL MANAGER, TASK SUPPORT FOR OCT TO DEC, 2013 | 4,500.00 | 4,500.00 |
| 44769 | 3/6/2014 | | J.H. THOMSPON & SONS, INC. | | |
| | | 7654 | MILES AVENUE WASH RIP RAP OUTLET SLURRY REPAIR SERVICE | 4,395.00 | 4,395.00 |
| 44808 | 3/6/2014 | | WILLDAN FINANCIAL SERVICES | | |
| | | 010-23255 | ANNUAL CONTINUING DISCLOSURE SERVICES FOR FY 2012/13 | 4,250.00 | 4,250.00 |
| 44764 | 3/6/2014 | | HDL SOFTWARE LLC | | |
| | | 0009458-IN | BUSINESS LICENSE WEB MAINT/ANNUAL USE FEES& PERMIT SOFTWARE MAR 1, 14-FEB 28, 15 | 3,828.60 | 3,828.60 |
| 44807 | 3/6/2014 | | WIDE ANGLE GROUP, INC. | | |
| | | 2318 | 2014 BNP PARIBAS HOTEL BOOTH EXPERIENCE STAFF COST 25% BALANCE DUE | 3,360.00 | 3,360.00 |
| 44774 | 3/6/2014 | | LUMPKIN, RUSSELL L. | | |
| | | DTD 2/15/14 | BUILDING INSPECTION, PLAN REVIEW, PERMIT ISSUANCE & CODE ENFORCEMENT SVCS | 3,168.00 | 3,168.00 |
| 44793 | 3/6/2014 | | SILVER INK COMMUNICATIONS | | |
| | | 14-0205 | MAR 2014 NEWSLETTER EDITORIAL PLANNING, INTERVIEW, RESEARCH, WRITING, EDIT/PROOF | 3,150.00 | 3,150.00 |
| 44785 | 3/6/2014 | | PERFECT IMAGES JANITORIAL INC. | | |
| | | 25692 | CIVIC CENTER & CLUB DR BUILDING JANITORIAL SVCS FOR JAN, 2014 | 3,045.00 | 3,045.00 |
| 44770 | 3/6/2014 | | JOHN DEERE LANDSCAPES | | |
| | | 67130970 | (40) 4-GALLONS OF SOLENOID ASSEMBLY FOR N.E. CORNER OF COOK & HWY 111 | 1,641.69 | |
| | | 67120882 | (12) 4-GALLON BAGS OF SOLENOID ASSEMBLY & DRIPLINE WIRE FOR COOK/HWY 111 | 856.75 | |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|-----------|-------------|--|-------------|-----------------|
| | | 67112173 | RED HOT BLUE GLUE, COUPLING SOC PVC FITTING, QUIK-FIX REPAIR COUPLING & PVC PIPE | 206.45 | |
| | | 67128562 | RED TEE SOC, ICV COVER OVERLAPPING BOXES, MALE ADAPTER & JUMBO VALVE BOX | 166.78 | |
| | | 67130946 | (1) 12X20 JUMBO OVERLAPPING ICV LANDSCAPE SUPPLIES FOR CITY GENERAL FUND AREA | 47.61 | 2,919.28 |
| 44804 | 3/6/2014 | | UNIVERSAL TRUCK BODY, INC | | |
| | | 20031 | (1) FURNISHED & INSTALLED NEW TOMMY GATE FOR 2013 F250 CITY TRUCK | 2,743.20 | 2,743.20 |
| 44751 | 3/6/2014 | | COMMOTION PROMOTIONS, LTD. | | |
| | | 17169 | (1,000) TENNIS BALL DRAWSTRING BAGS PROMOTIONAL ITEMS FOR BNP PARIBAS OPEN | 2,616.52 | 2,616.52 |
| 44762 | 3/6/2014 | | GUTTMAN, ROBIN | | |
| | | DTD 1/22/14 | (1) CUSTOM MIRROR FRAME SERVICE FOR BNP PARIBAS OPEN TWITTER BOOTH | 2,300.00 | 2,300.00 |
| 44788 | 3/6/2014 | | PROPER SOLUTIONS | | |
| | | 625 | RECEPTIONIST & COMMUNITY DEVELOPMENT TEMP SVCS FOR FEB 3-FEB 7,2014 | 1,108.80 | |
| | | 647 | RECEPTIONIST & COMMUNITY DEVELOPMENT TEMP SVCS FOR FEB 10-FEB 14, 2014 | 1,108.80 | 2,217.60 |
| 44779 | 3/6/2014 | | MCKINNEY, WADE G. | | |
| | | DTD 2/25/14 | COREXCEL-DISC PROFILE ASESMENT TESTS & REPORTS FOR STRATEGIC PLANNING RETREATS | 956.32 | |
| | | LONG BEACH | LCC CITY MANAGERS DEPT ANNUAL CONFERENCE TRAVEL EXPENSE REIMB FOR FEB 4-7, 2014 | 699.10 | 1,655.42 |
| 44775 | 3/6/2014 | | MAILFINANCE, INC. DBA HASLER | | |
| | | H4484861 | MAIL MACHINE RENTAL FOR MAR 15-JUN 14, 2014 | 1,598.64 | 1,598.64 |
| 44747 | 3/6/2014 | | CANON FINANCIAL SERVICES, INC | | |
| | | 13532509 | IRC5051 & IR5075 CANON COPIERS LEASES FOR MAR, 2014 | 1,489.33 | 1,489.33 |
| 44777 | 3/6/2014 | | MARTIN SWEEPING | | |
| | | 5187 | CITYWIDE STORM DRAIN FACILITIES MAINTENANCE FOR JAN, 2014 | 1,333.75 | 1,333.75 |
| 44738 | 2/24/2014 | | INDIAN WELLS, CITY OF | | |
| | | PETTY CASH | CITY HALL EMPLOYEE LUNCH FOOD FOR DEC 20, 2013 | 205.61 | |
| | | PETTY CASH | EMPLOYEE EVENTS VALENTINE'S DAY CELEBRATION FOR FEB 14, 2014 | 111.23 | |
| | | PETTY CASH | LUNCH MEETING WITH T.MERTENS, T.PEABODY & K.MCCARTHY FOR FEB 4, 2014 | 81.47 | |
| | | PETTY CASH | LUNCH MEETING-W.MCKINNEY,C.TERRONES, N.WERNER, A.GRANDYS & J. LUCAS FOR FEB 11 | 72.58 | |
| | | PETTY CASH | LUNCH MEETING WITH K.MCCARTHY & M.PAULL OPEB ACTUARIAL FOR JAN 6, 2014 | 64.81 | |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|----------|--------------|---|-------------|-------------|
| | | | PETTY CASH CCMF BOARD OF TRUSTEES PASTRIES, FRUIT & BEVERAGES FOR JAN 10, 2014 | 58.46 | |
| | | | PETTY CASH LUNCH MEETING WITH T.MERTENS, T.PEABODY & W.MCKINNEY FOR FEB 18, 2014 | 55.52 | |
| | | | PETTY CASH (4) GIFT CARDS FOR EMPLOYEE EVENT FOR JAN, 2014 | 55.00 | |
| | | | PETTY CASH LUNCH MEETING WITH T.MERTENS, T.PEABODY & W.MCKINNEY FOR DEC 17, 2013 | 54.06 | |
| | | | PETTY CASH IMSA TRAFFIC SIGNAL TRAINING TRAVEL MEAL EXPENSE FOR J.RUBERG | 52.18 | |
| | | | PETTY CASH LUNCH MEETING WITH K.MCCARTHY & SUNLINE GENERAL MANAGER FOR JAN 17, 2014 | 51.26 | |
| | | | PETTY CASH EMPLOYEE BIRTHDAY BREAKFAST FOOD FOR JAN | 49.57 | |
| | | | PETTY CASH LUNCH MEETING WITH T.MERTENS, T.PEABODY & W.MCKINNEY FOR JAN 14, 2014 | 49.26 | |
| | | | PETTY CASH (3) SETS OF MOVIE TICKETS FOR EMPLOYEE BIRTHDAYS FOR JAN, 2014 | 47.97 | |
| | | | PETTY CASH FINANCE LUNCH MEETING FOR JAN 10, 2014 | 33.57 | |
| | | | PETTY CASH PLANNING DEPT MEETING BAGELS, CREAM CHEESE & FRUIT FOR JAN 24, 2014 | 30.97 | |
| | | | PETTY CASH IMSA TRAFFIC SIGNAL TRAINING TRAVEL MEAL EXPENSE REIMB FOR M.DAN | 27.00 | |
| | | | PETTY CASH VISIT CALIFORNIA CONFERENCE TRAVEL EXPENSE REIMB FOR FEB 5 TO FEB 6, 2014 | 23.00 | |
| | | | PETTY CASH ROTARY CLUB MEETING DUES FOR WADE MCKINNEY FOR JAN 27, 2014 | 20.00 | |
| | | | PETTY CASH ROTARY CLUB MEETING DUES FOR WADE MCKINNEY FOR FEB 3, 2014 | 20.00 | |
| | | | PETTY CASH ROTARY CLUB MEETING DUES FOR WADE MCKINNEY FOR JAN 13, 2014 | 20.00 | |
| | | | PETTY CASH CARD STOCK FOR STRATEGIC PLANNING SESSION | 19.97 | |
| | | | PETTY CASH A/R INVOICE # 01-01 CUP & STAFF TIME REIMB OVERPAYMENT | 11.00 | |
| | | | PETTY CASH EMPLOYEE EVENTS BIRTHDAY CELEBRATION SUPPLY FOR JAN, 2014 | 10.44 | |
| | | | PETTY CASH LETTERHEAD FOR DEPARTMENT HEADS & CM BINDERS FOR FEB, 2014 | 7.55 | |
| | | | PETTY CASH IW CHAMBER MIXER AT HYATT GRAND CHAMPIONS FOR W. MCKINNEY FOR JAN 14, 2014 | 5.00 | 1,237.48 |
| 44768 | 3/6/2014 | | INNOVATIVE DOCUMENT SOLUTIONS | | |
| | | 138350 | CANON IR5075 & IRC5051 COPIERS MAINTENANCE FOR JAN, 2014 | 916.06 | |
| | | 138349 | CANON IR7105 & CANON IR4045 COPIER MAINTENANCE FOR JAN, 2014 | 313.13 | 1,229.19 |
| 44752 | 3/6/2014 | | COUNTY OF RIVERSIDE | | |
| | | AN0000000243 | ANIMAL SHELTER, FIELD SVC, LICENSES, OPERATIONS & MAINT. FOR JAN, 2014 | 1,010.85 | 1,010.85 |
| 44761 | 3/6/2014 | | GREAT AMERICA LEASING CORP. | | |
| | | 1491529 | CANON 4045 & 7105 COPIER LEASES FOR MAR, 2013 | 999.01 | 999.01 |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|----------|-------------|--|-------------|-------------|
| 44794 | 3/6/2014 | | SIMPLOT PARTNERS | | |
| | | 208030604 | (42) BAGS OF STANDARD CALCIUM NITRATE FERTILIZER FOR CITY GENERAL FUND AREAS | 623.70 | 623.70 |
| 44776 | 3/6/2014 | | MARK CIESLIKOWSKI PHOTOGRAPHY | | |
| | | 2993 | RESIDENT POLO EVENT SHOOTING FEE & DVD BURNING PHOTOGRAPHY SVC FOR FEB 9, 2014 | 377.40 | |
| | | 2996 | TOWN HALL SHOOTING FEE & DVD BURNING PHOTOGRAPHY SVC FOR FEB 13, 2014 | 226.20 | 603.60 |
| 44798 | 3/6/2014 | | STAPLES | | |
| | | 08780 | WRITING PADS, POST-ITS, SUPER SPRAY ADHESIVE, BINDERS, FOAM BOARDS, & FLIP CHART | 484.16 | |
| | | 22016 | (1) WHITEBOARD FOR STRATEGIC PLANNING MEETINGS | 165.23 | |
| | | 24049 | (1) 8.5X11 SIGN-IN WHITEBOARD FOR CITY HALL BACK DOOR ENTRANCE | 10.79 | |
| | | 22012 | CREDIT (1) FLIPCHART FOR STRATEGIC PLANNING MEETING | -81.64 | 578.54 |
| 44800 | 3/6/2014 | | TELEPACIFIC COMMUNICATIONS | | |
| | | 53567752-0 | CITY HALL PHONE SERVICE FOR FEB 16-MAR 15, 2014 | 518.43 | 518.43 |
| 44787 | 3/6/2014 | | POINT 7 WEST, INC. | | |
| | | 10520 | (1) 2014 BNP PARIBAS OPEN ELECTRONIC SPOT DELIVERY SERVICES | 500.00 | 500.00 |
| 44796 | 3/6/2014 | | SOUTHERN CALIFORNIA GAS CO. | | |
| | | 16312760008 | 44950 ELDORADO DRIVE CITY HALL UTILITIES FOR JAN, 2014 | 230.77 | |
| | | 16102760622 | 44900 ELDORADO DRIVE FIRE STATION UTILITIES FOR JAN, 2014 | 155.55 | |
| | | 15892760008 | 44860 ELDORADO CORP YARD UTILITIES FOR JAN, 2014 | 74.73 | 461.05 |
| 44799 | 3/6/2014 | | STAPLES | | |
| | | 3222636846 | PEN REFILLS, COPY PAPER, COFFEE CREAMERS, LOTION, PENS & PENCILS, & POST-ITS | 415.63 | 415.63 |
| 44759 | 3/6/2014 | | FULTON DISTRIBUTING | | |
| | | 314743 | FACIAL TISSUE, TOILET TISSUE, TOWELS, & 12-45 GALLON TRASH LINERS | 364.90 | 364.90 |
| 44766 | 3/6/2014 | | HOME DEPOT | | |
| | | 6103491 | TAPE, WRENCH, 11 PEICE DRIVE SAE DEEP IMPACT SET FOR CITY VEHICLE REPAIR KIT | 247.72 | |
| | | 2016233 | RAPID SET CONTROL, LATEX, CONCRETE BINDING ADHESIVE & HOSEBIBBS FOR PW DEPT | 64.17 | |
| | | 6103499 | (1) 3-PIECE IMPACT ACCESSORY SET FOR CITY VEHICLE BOLLARD LIGHTS REPAIR KIT | 30.75 | |
| | | 8028067 | EYEBOLT NUTS & SPRING CLIPS FOR TOOL STORAGE UNIT AT PW SHOP | 20.95 | 363.59 |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|----------|--------------|--|-------------|---------------|
| 44773 | 3/6/2014 | | LIPPERT CONSTRUCTION, INC. | | |
| | | 996 | SKIPLOADER GRADING SERVICE FOR NORTH SIDE OF HWY 111 EAST OF ESERALDA RESORT | 360.00 | 360.00 |
| 44782 | 3/6/2014 | | OMEGA INDUSTRIAL SUPPLY, INC | | |
| | | SI36179 | NON-SLIP YELLOW SPRAY PAINT FOR DUMP TRUCK STEPS | 336.07 | 336.07 |
| 44771 | 3/6/2014 | | KENNY STRICKLAND INC. | | |
| | | 1126938 | DIESEL FUEL FOR BACKHOE & EMERGENCY GENERATORS | 324.27 | 324.27 |
| 44767 | 3/6/2014 | | INLAND POWER EQUIPMENT CO. | | |
| | | 119250 | (10) 3/8 X 72" CHAINS FOR PW SHOP TOOL | 321.95 | 321.95 |
| 44749 | 3/6/2014 | | CLASSIC COATINGS SYSTEMS | | |
| | | 82213 | RED CURB PAINT SUPPLY FOR PUBLIC WORKS DEPT | 313.15 | 313.15 |
| 44756 | 3/6/2014 | | DESERTECH APPLIANCE SERVICE | | |
| | | 46181 | IW FIRE STATION #55 DISHWASHER DETERGENT DISPENSER REPAIR ON FEB 3, 2014 | 293.54 | 293.54 |
| 44755 | 3/6/2014 | | DESERT PIPE & SUPPLY | | |
| | | 0014448220 | NEW WATER SYSTEM FOR EXECUTIVE CONFERENCE ROOM KITCHENETTE AREA | 281.86 | 281.86 |
| 44750 | 3/6/2014 | | COMMERCIAL DOOR METAL SYSTEMS | | |
| | | 39753 | CITY HALL FRONT ENTRANCE SLIDING DOOR MAINTENANCE SERVICE | 273.00 | 273.00 |
| 44789 | 3/6/2014 | | PRUDENTIAL OVERALL SUPPLY | | |
| | | 20818891 | CITY TOWEL, MATS & AIR FRESHENER SUPPLIES FOR FEB 5, 2014 | 137.23 | |
| | | 20822263 | CITY TOWEL, MATS & AIR FRESHENER SUPPLIES FOR FEB 12, 2014 | 109.79 | 247.02 |
| 44772 | 3/6/2014 | | LASR-INK | | |
| | | 11276 | (2) PRINTER CARTRIDGES FOR TECHNOLOGY DEPT | 146.88 | |
| | | 11279 | (1) PRINTER CARTRIDGE FOR TECHNOLOGY DEPT | 87.48 | 234.36 |
| 44754 | 3/6/2014 | | DESERT ELECTRIC SUPPLY | | |
| | | S2063402.001 | PVC TERMINAL ADAPTERS, BUILDING WIRE, CONDUIT STRAPS & BODY GASKETS | 161.69 | |
| | | S2064260.001 | B-LINE, PVC TERMINAL ADAPTER, & STEEL LOCK NUTS FOR HWY 111 PROJECT | 29.38 | |
| | | S2062919.001 | GRAY LIQ-TITE CONDUIT A/C INSTALLATION SUPPLIES FOR CLUB DR STE A & D | 23.23 | |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|-----------|------------------|---|-------------|-------------|
| 44792 | 3/6/2014 | S2063954.001 | PVC TERMINAL ADAPTERS, STEEL LOCK NUTS & RED WASHERS FOR HWY 111 PROJECT RIVERSIDE COUNTY SHERIFF DEPT. | 2.46 | 216.76 |
| | | SH0000023203 | TRAFFIC MOTORCYCLE FUEL FOR DEC 31, 2013-JAN 23, 2014 | 182.36 | 182.36 |
| 44763 | 3/6/2014 | 09036 | HARV'S CAR WASH CITY FORD F150 VEHICLE DETAIL CLEANING SERVICE | 180.00 | 180.00 |
| 44802 | 3/6/2014 | 70924471 | TIFCO INDUSTRIES (1) INDUSTRIAL CHEMICAL LUBRICANT SPRAY FOR PUBLIC WORKS DEPT | 172.29 | 172.29 |
| 44758 | 3/6/2014 | 74789 | FERNANDO'S BUST-A-BUG CIVIC CENTER EXTERIOR & INTERIOR PEST CONTROL SERVICE FOR FEB, 2014 | 96.00 | |
| | | 74788 | FIRE STATION PEST CONTROL SERVICE FOR FEB, 2014 | 50.00 | |
| | | 74790 | WALK OF HONOR PEST CONTROL SERVICE FOR FEB, 2014 | 20.00 | 166.00 |
| 44801 | 3/6/2014 | 53585630-0 | TELEPACIFIC COMMUNICATIONS EMERGENCY PHONE SERVICES FOR FEB 16-MAR 15, 2014 | 154.75 | 154.75 |
| 44778 | 3/6/2014 | 85125 | MAXIMUM SECURITY REPLACE 7 AMP PANEL BATTERY FOR COUNCIL CHAMBERS PANIC BUTTON ON FEB 5, 2014 | 110.78 | 110.78 |
| 44781 | 3/6/2014 | 30042892 | NORTHERN-BLUETARP FINANCIAL (2) LIGHT BLUE MOVING & PACKING BLANKETS FOR PUBLIC WORKS DEPT | 107.00 | 107.00 |
| 44736 | 2/21/2014 | DTD 2/21/14 | RIVERSIDE CO. CLERK-RECORDER NOTICE OF EXEMPTION RECOGNIZED OBLIGATION PAYMENT SCHEDULE RESO OB NO 2014-03 | 50.00 | |
| | | DTD 2/21/14 | NOTICE OF EXEMPTION RECOGNIZED OBLIGATION PAYMENT SCHEDULE RESO OB NO 2014-04 | 50.00 | 100.00 |
| 44741 | 3/6/2014 | 140200106101 | AROUND-THE-CLOCK AFTER HOURS PHONE ANSWERING SERVICE FOR FEB 10-MAR 9, 2014 | 91.70 | 91.70 |
| 44765 | 3/6/2014 | 28302 | HIGH TECH MAILING SERVICES CREATE MAILING LISTING & PRINT ENVELOPES FOR RESIDENT TENNIS TICKETS | 88.42 | 88.42 |
| 44803 | 3/6/2014 | 8448410760152292 | TIME WARNER CABLE CITY MANAGERS OFFICE CABLE TELEVISION SERVICE FOR FEB 14-MAR 13, 2014 | 80.69 | 80.69 |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|-----------|----------------|---|-------------|-------------|
| 44745 | 3/6/2014 | | BURRTEC WASTE & RECYCLING | | |
| | | 44-BS 405166 | ONSITE STORAGE RENTAL FOR CHRISTMAS TREE DECORATIONS FOR FEB, 2014 | 80.00 | 80.00 |
| 44784 | 3/6/2014 | | PALMS TO PINES AUTOMOTIVE | | |
| | | 48433 | 2008 FORD F150 LUBE, OIL, AIR FILTER & BREAK CHECK SERVICES | 76.04 | 76.04 |
| 44790 | 3/6/2014 | | PUBLIC RECORD | | |
| | | 14829 | PLANNING DEPT LEGAL PUBLICATION FEE: NOTICE OF PUBLIC HEARING ON FEB 11, 2014 | 69.00 | 69.00 |
| 44746 | 3/6/2014 | | C & M BUILDING MATERIALS | | |
| | | 304340 | STUCCO PATCH FLICKER TOOL FOR PUBLIC WORKS DEPT | 64.26 | 64.26 |
| 44805 | 3/6/2014 | | VALERIO, GAIL S. | | |
| | | 1404401-1 0015 | CREDIT (2) FEB 27, 2014 THE DOCTORS RESIDENT EVENT TICKETS EVENT CANCELLED | 64.00 | 64.00 |
| 44806 | 3/6/2014 | | VERIZON CALIFORNIA | | |
| | | 200-1815 | TRAFFIC SIGNAL CONTROL PHONE LINE FOR FEB 13-MAR 12, 2014 | 51.38 | 51.38 |
| 44748 | 3/6/2014 | | CANON SOLUTIONS AMERICA, INC. | | |
| | | 988165492 | SCEXPN WIDE FORMAT COPIER/SCANNER MAINTENANCE FOR FEB, 2014 | 45.98 | 45.98 |
| 44735 | 2/19/2014 | | UNITED WAY OF THE DESERT | | |
| | | 352000006506 | PAYROLL EMPLOYEE CONTRIBUTIONS FOR FEB 14, 2014 | 40.00 | 40.00 |
| 44740 | 3/6/2014 | | AIRGAS USA, LLC | | |
| | | 9024285402 | (2) PAIRS OF WELDING GLOVES FOR PUBLIC WORKS DEPT | 35.51 | 35.51 |
| 44757 | 3/6/2014 | | FEDERAL EXPRESS CORP. | | |
| | | 2-558-95501 | EXPRESS MAIL SVC ENGINEERING DEPT FOR JAN 27, 2014 | 25.58 | 25.58 |
| 44780 | 3/6/2014 | | NEXTEL COMMUNICATIONS | | |
| | | 627757319-147 | R.BOWEN LANDSCAPE SPECIALIST PUSH TO TALK CELL SVC FOR JAN 12-FEB 11, 2014 | 19.90 | 19.90 |
| 44783 | 3/6/2014 | | PALM DESERT ACE HARDWARE | | |
| | | 182630 | MASONARY DRILL BITS, NUTS & BOLTS TOOLS & BOLLARD LIGHT REPAIR SUPPLIES | 17.90 | 17.90 |

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|----------|--------------|---|-------------|-------------|
| 44742 | 3/6/2014 | | AT&T MOBILITY | | |
| | | 287243904839 | RAINBIRD LANDSCAPE CONTROLLER SIM CARD DATA SVC FOR JAN 12-FEB 11, 2014 | 16.94 | 16.94 |

75 checks in this report

TOTAL CITY WARRANTS 44734-44808: 196,496.56

Wires :

| | | | | | |
|------|-----------|------------|---|-----------|-----------|
| 1412 | 2/18/2014 | | INTERNAL REVENUE SERVICE | | |
| | | 95-2489139 | FWT, FICA & MEDICARE FOR FEB 14, 2014 | 34,402.48 | 34,402.48 |
| 1411 | 2/13/2014 | | ICMA | | |
| | | | CONTRIBUTIONS 401A, 457 & ROTH IRA FOR FEB 14, 2014 | 10,834.07 | 10,834.07 |
| 1413 | 2/20/2014 | | CALPERS RETIREMENT SYSTEM | | |
| | | 6392517834 | PAYROLL CONTRIBUTIONS FOR FEB 14, 2014 | 8,570.42 | 8,570.42 |
| 1414 | 2/14/2014 | | CALIFORNIA, STATE OF | | |
| | | 925-0060-2 | SDI & SWT DEPOSIT FOR FEB 14, 2014 | 6,788.69 | 6,788.69 |
| 2834 | 2/13/2014 | | INDIAN WELLS EMPLOYEE ASSOC. | | |
| | | 2379795 | PAYROLL EE DUES FOR FEB 14, 2014 | 154.00 | 154.00 |

PAYROLL WIRE DISBURSEMENTS 1411-1414 & 2834: 60,749.66

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CITY OF INDIAN WELLS
03/06/2014 MEETING WARRANT LIST

| CHECK # | DATE | INVOICE # | VENDOR NAME/DESCRIPTION | INVOICE AMT | CHECK TOTAL |
|---------|------|-----------|-------------------------|-------------|-------------|
|---------|------|-----------|-------------------------|-------------|-------------|

| | |
|-------------------------------------|------------------|
| EFT 12926-12952 | 72,112.78 |
| 2838 | 1,452.52 |
| Total Net Payroll 02/28/2014 | 73,565.30 |

TOTAL CITY DISBURSEMENTS: 330,811.52

CC/MA ACTION _____ MTG. DATE: 3-6-14
 APPROVED DENIED REC/FILE _____ CONT. _____
 OTHER _____
 VOTE: YES 5 NO 0 ABSTAIN _____

Note: Warrants 44734-44739 were issued prior to City Council approval.

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CCHA ACTION _____ MTG. DATE: 3-6-14
APPROVED DENIED _____ REC/FILE _____ CONT. _____
OTHER _____
VOTE: YES 5 NO 0 ABSTAIN _____

Indian Wells City Council
Staff Report – Finance

*City Attorney made modifications
to Exhibit March 6, 2014
'C' and Professional
Services Agt.*

Approve agreement with Vacation Rental Compliance for short-term vacation rental compliance program

RECOMMENDATIONS:

City Council **APPROVES** the agreement with Vacation Rental Compliance for the development and management of short-term vacation rental compliance program; and

AUTHORIZES and **DIRECTS** the City Manager to execute agreement; and

AUTHORIZES and **DIRECTS** staff to prepare a requisition in the amount not to exceed \$9,600 for Fiscal Year 2013-14.

DISCUSSION:

Overview of Process:

1. Council approves agreement with Vacation Rental Compliance ("VRC")
2. City Council schedules a study session with Vacation Rental Compliance and Staff to vet issues and concerns in relation to regulating vacation rentals and provide direction to staff to amend the short term vacation rental ordinance
3. Staff prepares an ordinance for City Council review and adoption
4. Vacation Rental Compliance begins program implementation based upon Council approved ordinance

Background:

Short-term rental homes are becoming more popular due to the popularity and ease of using the internet as an advertising tool. Listing services like Vacation Rental by Owner (VRBO) and VacationRentals.com attract budget minded travelers searching for a unique "one of a kind" vacation experience. Vacation rentals generally offer additional space for less cost per night versus the typical hotel room and offer amenities such as washers and dryers, full kitchens, DVD players, hot tubs, billiards, video gaming, and even private pools.

The City's transient occupancy tax collection for vacation rentals is currently a self-reporting program. Since July 2013, the City has collected a total of \$6,202 from eight separate properties. Staff has performed spot checks in the months of November 2013 through January 2014 and observed between 120 to 135 vacation rentals on VRBO that the City is not collecting transient occupancy tax from.

The Short Term Residential Rentals Ordinance No. 653 requires revision to provide clarity on issues and concerns that residents and Council have expressed recently, and provides for a clear compliance effort. Staff and VRC will review with the Council in a study session format, the issues and concerns expressed in regulating vacation rentals, and request the Council provide direction on those issues. Following the study session, Staff will bring forward an amended ordinance for City Council review and adoption.

Analysis:

Staff contacted a number of local cities to better understand how to develop the program and how to effectively manage it. Staff learned many of the cities chose to acquire the services of Vacation Rental Compliance (VRC) as the most cost effective means to manage the program. VRC specializes in the development and implementation of short-term vacation rental programs offering services for municipal partners actively seeking new or enhanced revenue streams. These short-term vacation rental programs are targeted for resort and tourist-driven communities, where transit occupancy tax is a main source of revenue for local governments. VRC is a proven partner providing similar services to the following local cities:

- Rancho Mirage
- Palm Desert
- La Quinta
- Indio
- Cathedral City
- Desert Hot Springs
- Palm Springs

While all cities reported favorable transient occupancy tax collections many cities like Palm Desert and Cathedral City were actually more appreciative in the reduction of code compliance violations and the reduction of citizen complaints associated with short term rentals. Both cities credited implementation of the program as the chief cause for the reductions. The City of Indian Wells has had its own share of code compliance violations and citizen complaints associated with short term rentals. Reductions in these areas serve to promote happier neighborhoods and a better community.

FISCAL IMPACT:

During strategic planning, the Council agreed to consider acquiring the services of VRC through June 30, 2016. Total compensation in the twenty eight month contract shall not exceed \$67,200. VRC estimates the City's monthly cost will be \$2,400 per month based upon 40 hours per month at a labor rate of \$60 per hour. VRC anticipates the City's transient occupancy tax on short-term vacation rentals will increase \$91,000+ (net of costs) during the first full fiscal year and will steadily climb as the program becomes fully implemented.

ATTACHMENTS:

1. Professional Services Agreement
2. Implementation of Vacation Rental Program
3. Answers to Mr. Cephas' questions regarding short term rentals
4. Current Short Term Residential Rentals Ordinance 653 (in need of revision)
5. Listing of Indian Wells homes available through VRBO vacation rentals listing service

**CITY OF INDIAN WELLS
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this Sixth day of MARCH, 2014, by and between the **City of Indian Wells**, a municipal organization organized under the laws of the State of California with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210-7497 ("City") and **VACATION RENTAL COMPLIANCE, LLC** with its principal place of business at 72477 DINAH SHORE DRIVE STE 103 RANCHO MIRAGE, CA 92270 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing and implementing Vacation Rental Registration Programs to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the Vacation Rental Registration project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Vacation Rental Registration Program consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1, 2014 to June 30, 2016, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: CINDY GOSSELIN.

3.2.5 City's Representative. The City hereby designates Finance Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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3.2.6 Consultant's Representative. Consultant hereby designates Cindy Gosselin, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the City that it has

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secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence/\$2,000,000 in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$250,000 per accident/\$500,000 in the aggregate, for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 [INTENTIONALLY OMITTED]

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City

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reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Sixty seven thousand two hundred dollars (**\$67,200.00**) without written approval of City's Finance Director. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 [Intentionally Omitted]

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Vacation Rental Compliance LLC
72877 Dinah Shore Drive Ste 103
Rancho Mirage, CA 92270
Cindy Gosselin, President

City:
City of Indian Wells
44-950 Eldorado Drive, Indian Wells
California 92210-7497
Attn: Kevin McCarthy, Finance Director

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Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 [INTENTIONALLY OMITTED]

3.5.6 Indemnification. Consultant shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent such claim arises out of or is incident to the negligence, recklessness, or willful misconduct of Consultant, its officials, officers,

employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees, expert witness fees and other related costs and expenses of defense. Consultant shall defend, with counsel of CITY's choosing and at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CITY, its officials, officers, employees and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against CITY, its officials, officers, employees and agents in any such suits, actions or other legal proceedings. Consultant shall also reimburse CITY for the cost of any settlement paid by CITY arising out of any such claims, demands, causes of action, costs, expenses, liabilities, loses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for CITY's attorney's fees and costs, including expert witness fees. Consultant shall reimburse CITY, its officials, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees and agents.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for

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convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF INDIAN WELLS

VACATION RENTAL COMPLIANCE LLC

By: _____
City Manager

By: _____
CINDY GOSSELIN
PRESIDENT/CEO

Attest:

City Clerk

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Department Head

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EXHIBIT "A"

SCOPE OF SERVICES

Scope of Work

The scope of work will focus on the compliance, registration, and collection of Transient Occupancy Tax. The steps for this process are outlined as follows:

1. Work with the City to re-draft model short term/vacation rental ordinance consistent with new program for City Council adoption.
2. Identify the properties and rental agencies that are operating in the City of Indian Wells.
3. Contact the identified properties and rental agencies for registration of all rental properties.
 - Each individual property renting "by owner" must apply for a business license with the city.
 - Each rental agency must provide a list of all properties they currently rent short-term.
4. Construct the master list of all registered vacation rentals. Email this list to Code Compliance weekly, so they are aware of which properties are short-term rentals.
5. Work with Code Compliance to issue citations to any properties that have been identified as a short-term rental and refuse to comply.
6. Set up the TOT collection process.
 - Create an email notification process to all registered owners as a reminder that TOT is due on a monthly basis.
 - Create a master list of properties for the collection process and follow up with all owners to make sure returns are received monthly in a timely manner.
 - Work with Code Compliance to issue citations to all homes that refuse to remit TOT reports in a timely manner.

EXHIBIT "B"

SCHEDULE OF SERVICES

Implementation of Vacation Rental Program – City of Indian Wells

March 6, 2014

Phase I – Set up program to be completed by April 10, 2014

- Work with the City to re-draft model short term/vacation rental ordinance consistent with new program for City Council adoption.
- Design a Good Neighbor Brochure
- Have Council pass a registration fee – and decide if a business license will be required for individual property owners
- Design the required registration workflow, documents and administrative procedures for the registration of new properties
- Identify properties, management companies and realtors that are not currently collecting and remitting TOT

Phase II – Continual Program - Process to begin April 10, 2014 through June 30, 2016

- Begin the registration and compliance process, contacting those identified in bullet point 5
- Send any individual or companies that refuse to comply to Code Compliance in order to begin the citation process
- Issue permits to all owners and property managers who comply, and a business license (if required by Indian Wells)
- Hire Cadence Communication to operate City Hot Line service
- Create a Master List of all vacation rental properties. Submit that list weekly to hot line service, code compliance and the police department.
- Create a master email in order to remind individual property owners that their TOT report is due – attach a blank TOT form
- Continue to identify and register those individuals and management companies that are out of compliance
- Monitor TOT reporting – make sure all rentals are reporting

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EXHIBIT "C"
COMPENSATION

TOTAL COST OF PROGRAM MARCH 1, 2014 – JUNE 30, 2016

| | |
|---|-----------------|
| HOURS PER MONTH | 40 |
| HOURLY RATE | \$60 |
| TOTAL MONTHLY COST | \$2,400 |
| <u>TOTAL COST FOR FY 14/16 (28 MTS)</u> | <u>\$67,200</u> |

IMPLEMENTATION OF VACATION RENTAL PROGRAM - CITY OF INDIAN WELLS

FEBRUARY 9, 2014

1. COMPLETE ANY PROPOSED CHANGES TO CURRENT ORDINANCE
2. DESIGN A GOOD NEIGHBOR BROCHURE
3. HAVE COUNCIL PASS A REGISTRATION FEE – AND DECIDE IF A BUSINESS LICENSE IS REQUIRED BY INDIVIDUAL PROPERTY OWNERS
4. DESIGN THE REQUIRED REGISTRATION WORKFLOW, DOCUMENTS AND ADMINISTRATIVE PROCEDURES FOR THE REGISTRATION OF NEW PROPERTIES
5. IDENTIFY PROPERTIES, MANAGEMENT COMPANIES AND REALTORS THAT ARE NOT CURRENTLY COLLECTING AND REMITTING TOT
6. BEGIN THE REGISTRATION AND COMPLIANCE PROCESS, CONTACTING THOSE IDENTIFIED IN STEP 4
7. ANY INDIVIDUALS OR COMPANIES THAT REFUSE TO COMPLY NEED TO BE SENT TO CODE COMPLIANCE TO BEGIN THE CITATION PROCESS
8. ALL OWNERS AND MANAGERS WHO COMPLY WILL RECEIVE A PERMIT AND BUSINESS LICENSE (IF REQUIRED BY INDIAN WELLS)
9. HIRE CADENCE COMMUNICATION TO OPERATE THE HOT LINE SERVICE
10. CREATE A MASTER LIST OF ALL VACATION RENTAL PROPERTIES AND SUBMIT THAT LIST WEEKLY TO THE PHONE SERVICE, CODE COMPLIANCE AND THE POLICE DEPARTMENT
11. CREATE A MASTER EMAIL LIST, SO MONTHLY EMAILS CAN BE SENT TO INDIVIDUAL OWNERS TO REMIND THEM THAT TOT IS DUE – ATTACH A BLANK FORM
12. CONTINUE TO IDENTIFY AND REGISTER THOSE INDIVIDUALS AND COMPANIES THAT ARE OUT OF COMPLIANCE

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Short Term Rentals

Answers to Mr. Cephas' questions regarding short term rentals and acquiring the services of Vacation Rental Compliance

1. How much in total revenue did Indian Wells collect during the past six months from short-term rentals?
 - a. \$6,202
2. How many individual properties listed on VRBO submitted tax payments during the past six months?
 - a. 8 properties have submitted tax payments
3. Who owns VRC?
 - a. Cindy Gosselin
4. Did VRC approach the city staff (or someone on the council), or did the city approach VRC?
 - a. Staff reached out to VRC after contacting other cities using VRC services which includes all of the Coachella Valley cities except for Indian Wells and Coachella.
5. Did the city staff solicit bids or estimates from any other company, or is VRC the only company that will be allowed to obtain this business?
 - a. Staff is recommending VRC because of their expertise and familiarity in this area of work based upon input received from other desert cities. VRC is currently working with seven other desert cities and has a great deal of success developing, implementing, and then monitoring the programs. VRC is highly recommended by the other cities.
6. Should the city allow other companies to bid on this work?
 - a. Staff is recommending VRC for the reasons listed in question 5.
7. How did VRC come up with a \$20,000 estimate?
 - a. VRC stated the original \$20,000 estimate was based on number of homes on the internet, the average nightly rate and the start date of March 1 to register. That estimate is no longer accurate due to the start date being pushed back to April 1st.
8. Will VRC use mailers or employ a call-center (which could be anywhere), or will they send people door-to-door?
 - a. VRC has a methodology to register homes and it is VRC intellectual property. VRC does not go door to door. VRC has registered over 1,000 homes in the Coachella Valley.

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9. How many of the owners of homes on VRBO were contacted, either by mailings or phone calls to remind them of the ordinance?
 - a. There is no compliance program in Indian Wells to date.

10. How much revenue from short-term rental tax has VRC collected for Palm Desert, Rancho Mirage, etc.?
 - a. VRC reported tax collections on short-term rental Rancho Mirage were \$60,000 annually prior to VRC implementing the program. Rancho Mirage is now in its third year of using VRC services and expects short term rental tax collections to surpass \$300,000.

11. How much revenue from rental taxes did Palm Desert, Rancho Mirage, etc. collect before using VRC?
 - a. Staff contacted the City of Palm Desert. Palm Desert reported tax collections on short-term rental were \$100,000 annually prior to VRC implementing the program. Last year Palm Desert collected more than \$500,000 and expects transient occupancy taxes to grow to \$650,000 by the end of fiscal year 2016.
 - b. Palm Desert staff said without active management, the program would not be as successful.

12. There has probably been an increase in tax revenues during the past three years related to the improving economy, and it would seem that the focus of VRC would be to find the property owners who had not previously been paying short-term taxes for their rental properties, so how many new property owners began to pay the short-term taxes in Palm Desert, Rancho Mirage, etc., after VRC was retained by those cities?
 - a. VRC has registered over 1000 properties in the Coachella valley.

13. Has anyone considered a split compensation model (e.g., the company gets \$6,000 guaranteed and can earn \$6,000 in commissions if they are successful in collecting that extra \$20,000 revenue they claim they can collect)?
 - a. VRC will not work on commission. VRC provides services to municipalities via an executed contract.

ORDINANCE NO. 653

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, AMENDING CHAPTER 21.08 AND SECTIONS 21.23.030, 21.24.030, 21.26.030, 21.27.030 OF TITLE 21 OF THE INDIAN WELLS MUNICIPAL CODE, AND ADDING CHAPTER 5.20 TO TITLE 5 OF THE INDIAN WELLS MUNICIPAL CODE, RELATING TO SHORT-TERM RESIDENTIAL RENTALS

WHEREAS, the City of Indian Wells ("City") has the authority under Article 11, Section 5 of the California Constitution and the City Charter to make and enforce all ordinances and regulations with respect to municipal affairs; and

WHEREAS, the City has the authority to regulate businesses operating within the City; and

WHEREAS, short-term rentals of private residences within the City are business ventures subject to the City's business licensing ordinance; and

WHEREAS, short-term occupancies of private residences within the City are subject to the City's transient occupancy tax; and

WHEREAS, the City wishes to enhance and maintain the residential character of its residential zones; and

WHEREAS, the City desires and intends to amend the Indian Wells Municipal Code to ensure compliance with the City's business license ordinance, promote accurate collection of the transient occupancy tax, and enhance and maintain the residential character of its residential zones by providing regulations for short-term residential rentals within the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF INDIAN WELLS DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 21.08 of the Indian Wells Municipal Code is hereby amended by deleting Section 21.08.293 and by adding Section 21.08.333 to read in its entirety as follows:

"21.08.333 Long-term residential rental. 'Long-term residential rental' shall mean the rental of a residential dwelling unit by the owner thereof to another party for a continuous period of thirty (30) or more days in the aggregate, in exchange for any form of monetary or non-monetary consideration such as but not limited to trade, fee, swap or any other in lieu of cash payment."

SECTION 2. Chapter 21.08 of the Indian Wells Municipal Code is hereby amended by deleting Section 21.08.295 and by adding Section 21.08.437 to read in its entirety as follows:

"21.08.437 Short-term residential rental. 'Short-term residential rental' shall mean the rental of a residential dwelling unit by the owner thereof to another party for a continuous period of less than thirty (30) days in the aggregate, in exchange for any form of monetary or non-monetary consideration such as but not limited to trade, fee, swap or any other in lieu of

cash payment. Short-term residential rentals are subject to the City's business license requirements (see Title 5, Indian Wells Municipal Code) and are subject to the City's Transient Occupancy Tax (see Title 3, Indian Wells Municipal Code)."

SECTION 3. Indian Wells Municipal Code Section 21.23.030 is hereby amended by adding subsection (h) to read in its entirety as follows:

"(h) Short-term residential rental, subject to the requirements of Chapter 5.20 of this Code."

SECTION 4. Indian Wells Municipal Code Section 21.24.030 is hereby amended by adding subsection (h) to read in its entirety as follows:

"(h) Short-term residential rental, subject to the requirements of Chapter 5.20 of this Code."

SECTION 5. Indian Wells Municipal Code Section 21.26.030 is hereby amended by adding subsection (h) to read in its entirety as follows:

"(h) Short-term residential rental, subject to the requirements of Chapter 5.20 of this Code."

SECTION 6. Indian Wells Municipal Code Section 21.27.030 is hereby amended by adding subsection (i) to read in its entirety as follows:

"(i) Short-term residential rental, subject to the requirements of Chapter 5.20 of this Code."

SECTION 7. Indian Wells Municipal Code Title 5 is hereby amended by adding Chapter 5.20 to read in its entirety as follows:

**"Chapter 5.20
SHORT-TERM RESIDENTIAL RENTALS**

Sections:

| | |
|-----------------|--|
| 5.20.010 | Violation; nuisance; applicability. |
| 5.20.020 | Short-term residential rental, definitions. |
| 5.20.030 | Conditions of operation. |
| 5.20.040 | Business license. |
| 5.20.050 | Registration. |
| 5.20.060 | Personal availability. |
| 5.20.070 | Notice to occupants. |
| 5.20.080 | Transient occupancy tax. |
| 5.20.090 | Statement of occupancies. |
| 5.20.100 | Signs. |
| 5.20.110 | Noise. |
| 5.20.120 | Occupancy. |
| 5.20.130 | Maintenance of residential character. |
| 5.20.140 | Minimum duration of occupancy. |
| 5.20.150 | Parking. |

- 5.20.160 Suspension or revocation of business license.**
- 5.20.170 Administrative citation.**

5.20.010 Violation; nuisance; applicability.

It is unlawful and a violation of this Chapter, and is hereby declared a public nuisance, for any person or entity owning, renting, leasing, occupying, or having charge, control or possession of any real or improved property within the City of Indian Wells to cause, permit, maintain or allow any violation of this Chapter to exist thereon. Any violation of this Chapter is punishable as a misdemeanor and/or as otherwise permitted by this Code. Each and every day, or portion thereof, that a violation of this Chapter exists constitutes a separate and distinct violation.

5.20.020 Short-term residential rental, definitions.

The following words and phrases, whenever used in this Chapter, shall have the meaning defined in this Section unless the context clearly requires otherwise:

"City" means the City of Indian Wells.

"Code" means the Indian Wells Municipal Code.

"Managing Agency or Agent" means a person, firm, or agency representing the Owner of the Short-term Residential Rental, or a person, firm, or agency owning or operating more than one Short-term Residential Rental.

"Owner" means any person or entity appearing on the last equalized assessment roll of Riverside County, including any part owner and joint owner of the Premises.

"Premises" means the actual single-family house or other residential dwelling unit, including all of its improved real property, which is used as a Short-term Residential Rental.

"Short-term Residential Rental" means the rental of a residential dwelling unit by the Owner thereof to another party for a continuous period of less than thirty (30) days in the aggregate, in exchange for any form of monetary or non-monetary consideration such as but not limited to trade, fee, swap or any other in lieu of cash payment.

5.20.030 Conditions of operation.

(a) Pursuant to this Chapter and any other applicable provisions of this Code, Short-term Residential Rentals are permitted in the Very Low Density, Low Density, Medium Density, and Medium High Density residential zones of the City only if all the requirements of this Chapter are met.

(b) The requirements of this Chapter shall be met before a Short-term Residential Rental of a Premises is permitted.

5.20.040 Business license.

(a) Business License Required for Short-term Residential Rentals. The Short-term Residential Rental of any Premises in the City is deemed to be a "Business" as defined in Chapter 5.01 of this Code. It shall be unlawful for any person or entity, including without limitation the Owner of a Premises, to engage in the business of Short-term Residential Rentals without first obtaining and maintaining a valid business license from the City pursuant to Chapter 5.01 of this Code. The business license or copy thereof shall be prominently displayed in a visible location at the Short-term Residential Rental Premises during any periods of occupancy thereof by any person other than the Owner(s) of the Premises.

(b) Penalty for Violation. Failure to obtain and maintain a business license or continuing to operate a Short-term Residential Rental business after suspension or revocation of a business license, knowingly or intentionally misrepresenting to any officer or employee of this City any material fact in procuring a business license for Short-term Residential Rentals, or failing to pay any business license tax when due, shall be punishable in accordance with the provisions of Section 5.01.050 of this Code. An action against an Owner or any permittee of a business license for Short-term Residential Rentals who is in violation of any of the provisions of this Section may be brought pursuant to Chapter 8.08 or Section 5.01.050 of this Code, in addition to the business license suspension and revocation proceedings described Section 5.20.090.

5.20.050 Registration.

On a written form prepared by the Community Development Director of the City, the Owner shall register with the City as the point of contact for the Short-term Residential Rental Premises and shall be responsible for all requirements of this Chapter. However, such registration is deemed satisfied if accomplished by a Managing Agency or Agent on behalf of the Owner. The Owner of the Premises shall retain primary responsibility for all requirements of this Code related to Short-term Residential Rentals, notwithstanding registration by a Managing Agency or Agent. A fee may be established by resolution of the City Council to cover the reasonable cost of processing the registration. Either the Owner of the Premises or a Managing Agency or Agent shall provide all of the following information to the City at the time of registration, and shall promptly upon change of any such information update such information to maintain accuracy:

- (a) Full legal name of the Owner of the Premises; and
- (b) Street and mailing addresses of the Owner of the Premises; and
- (c) Telephone number of the Owner of the Premises; and
- (d) Full legal name or business name of a Managing Agency or Agent, if any; and
- (e) Street and mailing addresses of a Managing Agency or Agent, if any; and
- (f) Telephone number of a Managing Agency or Agent, if any; and
- (g) Street and mailing addresses of the Short-term Residential Rental Premises; and
- (h) Telephone number of the Short-term Residential Rental Premises; and
- (i) Any other contact information the City may reasonably require.

5.20.060 Personal availability.

(a) Either the Owner or a Managing Agency or Contact shall be available by telephone on a seven (7) day per week, twenty-four (24) hour per day basis to respond via telephone to public safety calls, nuisances, or other complaints regarding the use, condition, operation, or conduct of occupants on the Premises.

(b) Either the Owner or a Managing Agency or Contact shall be physically present within the geographical limits of the City during the term of the Short-term Residential Rental or be otherwise physically available to respond by visiting the Premises in person, at the request of the City or the City's police authority.

5.20.070 Notice to occupants.

The Owner or a Managing Agency or Agent or Contact shall provide each occupant of a Short-term Residential Rental with the following information prior to occupancy of the Premises and/or post such information in a conspicuous place within the dwelling on the Premises:

(a) The name of the Owner, the name of the Managing Agency or Agent, or Contact if any, and a telephone number at which each may be reached on a twenty-four-hour basis; and

(b) Notification of the maximum number of overnight occupants and the maximum number of daytime occupants permitted on the Premises pursuant to this Chapter; and

(c) Notification of the City's noise standards, as provided in Chapter 9.06 of this Code, as may be amended from time to time; and

(d) Notification of the parking standards of this Chapter; and

(e) A copy of this Chapter of the Indian Wells Municipal Code, as may be amended from time to time; and

(f) Notification that an occupant may be cited or fined by the City, in addition to any other remedies available at law, for violating any provisions of this Chapter.

5.20.080 Transient occupancy tax.

All Short-term Residential Rentals shall be subject to the City's Transient Occupancy Tax as required by Chapter 3.12 of this Code.

5.20.090 Statement of occupancies.

Either the Owner or a Managing Agency or Agent shall submit to the City, once per quarter, on or before March 31, June 30, September 30, December 31 of each year, on a form prepared by the City or in a manner otherwise acceptable to the City, a statement of occupancies containing all of the following information (whether or not the Premises has actually been occupied during the respective quarter):

- (a) Dates of any Short-term Residential Rentals of the Premises; and
- (b) Number of persons staying on the Premises during each Short-term Residential Rental; and
- (c) Consideration collected for each Short-term Residential Rental; and
- (d) Amount of Transient Occupancy Tax due and paid or payable to the City.

5.20.100 Signs.

No sign, as that term is defined in Section 17.04.030 of this Code, shall be posted on the Premises to advertise the availability of the Short-term Residential Rental unit to the public.

5.20.110 Noise.

It shall be unlawful for any owner, occupant, renter, lessee, person present upon, or person having charge or possession of the Premises to make or continue or cause to be made or continued any loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area, or violates any provision of Chapter 9.06 of this Code. For the purposes of determining whether a violation of this Section has occurred, the standards of Section 9.06.050 (a) and (b) of this Code shall apply.

5.20.120 Occupancy.

The maximum overnight occupancy on the Premises of the Short-term Residential Rental, from the hours of 11:00 p.m. through 6:00 a.m. on the following morning, shall not exceed two (2) persons, plus an additional two (2) persons per bedroom. The maximum daytime occupancy on the Premises of the Short-term Residential Rental, from the hours of 6:00 a.m. through 11:00 p.m. on the same day, shall not exceed the maximum overnight occupancy, plus an additional one (1) person per bedroom.

5.20.130 Maintenance of residential character.

The appearance of the Premises shall not conflict with the residential character of the neighborhood, either by the use of colors, materials, lighting, landscaping or otherwise. All applicable development, design, and landscaping standards, including but not limited to Chapter 21 of this Code, are expressly made applicable to Premises used for Short-term Residential Rentals.

5.20.140 Minimum duration of rental.

The duration of any lease or rental of a Premises as a Short-term Residential Rental shall be for a minimum of three consecutive (3) days during which time there shall be no overlapping leases of rental.

5.20.150 Parking.

During the term of any Short-term Residential Rental, a maximum of one (1) vehicle per bedroom shall be parked on the Premises only in an approved driveway or garage.

5.20.160 Suspension or revocation of business license.

(a) Grounds for Suspension or Revocation. In addition to any other penalty authorized by law, a business license for a Short-term Residential Rental shall be suspended or revoked if the Community Development Director finds, after notice to the licensee and opportunity to be heard, that the licensee or his or her agents or employees has or have violated, or failed to fulfill, the requirements of this Chapter or this Code.

(1) Upon a finding by the Community Development Director of a first violation within any twelve (12) month period, the business license shall be suspended for thirty (30) days and during said time the Premises shall not be utilized for a Short-term Residential Rental.

(2) Upon a finding by the Community Development Director of a third violation within any twelve (12) month period, the business license shall be revoked and the Owner or the Managing Agency or Agent who had been issued the business license shall not again be issued a business license for Short-term Residential Rental for a period of twenty-four (24) months and during said time the Premises shall not be utilized for a Short-term Residential Rental.

(b) Appeal from Denial or Suspension or Revocation of a Business License for Short-term Residential Rental. Any applicant for a business license for the Business of Short-term Residential Rentals whose application was denied by the Community Development Director, and any licensee whose business license for a Short-term Residential Rental is suspended or revoked by the Community Development Director, may, within ten (10) days following such decision, appeal such decision to the Planning Commission, in which event the decision of the Community Development Director shall be vacated and the Planning Commission shall determine whether to affirm, reverse, or modify the decision of the Community Development Director in accordance with the requirements for Short-term Residential Rentals set forth in this Chapter. At least fourteen (14) days prior to the Planning Commission's meeting to consider the appeal of the applicant or licensee, the Community Development Director, City Clerk, or authorized designee, shall send, by United States mail, certified, return receipt requested, written notice to the applicant or licensee of the time and place at which the Planning Commission will consider the application, suspension or revocation, and the applicant or licensee shall be provided an opportunity to be heard by the Planning Commission prior to its decision being made. Subject to any appeal of the City Council as hereinafter permitted, the decision of the Planning Commission shall be final and the City Clerk shall notify the applicant or licensee, as applicable, in writing of the decision of the Planning Commission. If the Planning Commission affirms the decision of the Community Development Director denying an application or suspending or revoking a license, the applicant or licensee shall have the right to appeal the decision of the Planning Commission to the City Council in accordance with the provisions of Section 21.06.110 of this Code, as amended from time to time. The decision of the Planning Commission shall not be vacated during the pendency of any appeal to the City Council.

5.20.170 Administrative citation.

(a) The City or the City's police authority, as defined by Section 11.08.060 of this Code, may issue an administrative citation to any occupant, invitee, renter, lessee or Owner of the Premises, or Managing Agency or Agent, for a violation of any provision of this Chapter.

(b) All complaints against a Short-term Residential Rental for any violation of this Code may be handled by the City's police authority on a 24-hour basis. Any police report where the City's police authority has concluded that a violation of this Chapter has occurred, may be submitted to the City's Code Enforcement Department for review and processing and issuance of an administrative citation. Each and every day, or portion thereof, that a violation of this Chapter exists constitutes a separate and distinct violation for which an administrative citation may be issued. Such an administrative citation shall be issued, notice given, and any appeals heard by the processes and in the manner prescribed by Sections 8.08.040 through 8.08.190 of this Code, as amended from time to time."

SECTION 8. If any provision, clause, sentence or paragraph of this Ordinance, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable. This Ordinance amends, adds to, or deletes (as applicable) sections of the Indian Wells Municipal Code.

SECTION 9. This Ordinance shall take effect and be in force thirty (30) days after passage.

SECTION 10. The City Clerk is directed to publish this Ordinance in the manner and within the time prescribed by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on 4th day of August, 2011.


PATRICK J. MULLANY
MAYOR

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF INDIAN WELLS)

CERTIFICATION FOR ORDINANCE NO. 653

I, Greg Johnson, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Ordinance No. 653, having been regularly introduced at the meeting of July 21, 2011, was again introduced, the reading in full thereof unanimously waived, and duly passed and adopted at a regular meeting of the City Council held on 4th day of August, 2011, and said Ordinance was passed and adopted by the following stated vote, to wit:

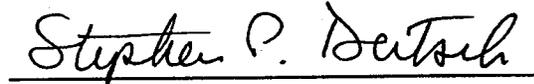
AYES: Hanson, Mullany, Powers, Roche, Spicer
NOES: None

and was thereafter on said day signed by the Mayor of the City of Indian Wells

ATTEST:

APPROVED AS TO FORM:


GREG JOHNSON
CITY MANAGER/CITY CLERK


STEPHEN P. DEITSCH
CITY ATTORNEY

Rental Guarantee (<http://guarantee.homeaway.com/vrbo/>) Advantages (<http://www.vrbo.com/global/advantages.htm>) Community (<http://vacationrentals.vrbo.com/owner-community>) Luxury (http://luxury.homeaway.com/?utm_source=vrbo&utm_medium=crossbrand&utm_content=hp&utm_campaign=vrbo-hp-lux) Help (<http://help.vrbo.com>)

[Traveler login](#) [Owner login \(/Accounts.mvc/OwnerDash\)](#)

Indian Wells, Deserts, California

Arrival

Departure

Sleeps

Search

Sort by: [VRBO Sort](#) [Rate: Any](#) [Bedrooms: Any](#) [Booking: Edit](#) [All filters: Add+](#)

[List 0](#) [Map \(/map-search\)](#)

Indian Wells - 134 vacation rentals

[Home \(/\)](#) [USA \(/vacation-rentals/usa\)](#) [California \(/vacation-rentals/usa/california\)](#) [Deserts \(/vacation-rentals/usa/california/deserts\)](#)
[Indian Wells \(/vacation-rentals/usa/california/deserts/indian-wells\)](#)



4Br • 4.5Ba • Sleeps 8
(/508172)
 \$10,000 - \$12,000 per month (USD)



5Br • 4Ba • Sleeps 16
(/555842)
 \$795 - \$1,100 per night (USD)



Studio • 1Ba • Sleeps 2
(/302549)
 \$200 per night (USD)



Indian Wells Vacation Rentals (/vacation-rentals/usa/california/deserts/indian-wells) (/vacation-rentals/usa/california/deserts/indian-wells)

Desert Horizon Luxury Gated Home 3 Bedroom (5 Beds) & 3 Bath on Golf Course Wifi (<http://www.vrbo.com/401588>)

\$817 - \$2,800 per week
 7-28 night min stay

3 Bedrooms+ • 3 Bathrooms • Sleeps 10 • Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #401588

[View details \(<http://www.vrbo.com/401588>\)](#)

1

Spectacular Value for Private Tennis Ct, Pool, Jacuzzi, and Views of Golf Course (<http://www.vrbo.com/468363>)

\$5,593 per week
 7 night min stay

4 Bedrooms+ • 2.5 Bathrooms • Sleeps 6-10 • Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #468363

[View details \(<http://www.vrbo.com/468363>\)](#)

1

Indian Wells Hideaway with Spectacular Views (<http://www.vrbo.com/514124>)

\$750 - \$1,100 per week
 7 night min stay

1 Bedroom • 2 Bathrooms • Sleeps 2-4 • Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #514124

[View details \(<http://www.vrbo.com/514124>\)](#)

1

Magnificent 13 Bedroom, 25 Bath Private Tennis Estate in Indian

\$3,200 - \$12,500 per night

Wells (<http://www.vrbo.com/447534>)

13 Bedrooms • 25 Bathrooms • Sleeps 26 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #447534

2-4 night min stay

[View details](#)

(<http://www.vrbo.com/447534>)

Stunning Executive Home in Toscana Country Club!
(<http://www.vrbo.com/508172>)

4 Bedrooms • 4.5 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #508172

\$10,000 - \$12,000
per month
30 night min stay

[View details](#)

(<http://www.vrbo.com/508172>)

New House**Indian Wells Luxury Dream Home-Spring and
Summer Specials (<http://www.vrbo.com/3560262ha>)

3 Bedrooms • 3.5 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #3560262ha

\$300 - \$1,250
per night
2-7 night min stay

[View details](#)

(<http://www.vrbo.com/3560262ha>)

Indian Wells Retreat (<http://www.vrbo.com/483079>)

3 Bedrooms • 3 Bathrooms • Sleeps 3-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #483079

\$5,600 - \$6,600
per month
30 night min stay

[View details](#)

(<http://www.vrbo.com/483079>)

1

Mid Century Hollywood Glam on Indian Wells Cc Golf Course
(<http://www.vrbo.com/453593>)

3 Bedrooms • 3.5 Bathrooms • Sleeps 2-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #453593

\$650 - \$885
per night
2 night min stay

[View details](#)

(<http://www.vrbo.com/453593>)

6

Tennis Weeks Available. \$5950/wk (<http://www.vrbo.com/555842>)

5 Bedrooms • 4 Bathrooms • Sleeps 16 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #555842

\$795 - \$1,100
per night
2-7 night min stay

[View details](#)

(<http://www.vrbo.com/555842>)

Wow!! Super Sharp Mountain Cove, Wireless,Hd TV, Blueray,Free
Calling. (<http://www.vrbo.com/302549>)

Studio • 1 Bathroom • Sleeps 2 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #302549

\$200
per night
2 night min stay

[View details](#)

(<http://www.vrbo.com/302549>)

4

Stunning Home in Prestigious Location!
(<http://www.vrbo.com/456047>)

3 Bedrooms • 4 Bathrooms • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #456047

\$3,003 - \$4,025
per week
7 night min stay

[View details](#)

(<http://www.vrbo.com/456047>)

Super Sharp Mountain Cove, Wireless,Hd TV,Blueray, Free Calling
(<http://www.vrbo.com/230258>)

Studio • 1 Bathroom • Sleeps 2 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #230258

From \$125/nt - \$615/wk
- \$1500/mo

[View details](#)

(<http://www.vrbo.com/230258>)

3

Wow!! Super Sharp Mountain Cove Condo - Wireless, Hd TV, Free
Calling (<http://www.vrbo.com/275174>)

From \$110/nt - \$550/wk
- \$1400/mo

7 A
95

Studio • 1 Bathroom • Sleeps 2 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #275174

[View details
\(http://www.vrbo.com/275174\)](http://www.vrbo.com/275174)

1

Wow!! Super Sharp Mountain Cove, Free Wifi, Bluera, Hd TV, Fee
Calling. (<http://www.vrbo.com/360858>)

From 100- 190/nt or 650
- 1195/wk

1 Bedroom+ • 2 Bathrooms • Sleeps 2-4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #360858

[View details
\(http://www.vrbo.com/360858\)](http://www.vrbo.com/360858)

2

Luxurious, Tropical, Palm Desert View Estate, Home, Large Pool
(<http://www.vrbo.com/344189>)

\$450/NT

4 Bedrooms • 5 Bathrooms • Sleeps 4-12 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #344189

[View details
\(http://www.vrbo.com/344189\)](http://www.vrbo.com/344189)

4

Prestigious & Tranquil Desert Property - Centre of Golf Heaven
(<http://www.vrbo.com/346177>)

From \$3250 -
\$4950/Month US

2 Bedrooms+ • 2.5 Bathrooms • Sleeps 4-5 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #346177

[View details
\(http://www.vrbo.com/346177\)](http://www.vrbo.com/346177)

7

Swanky Home on the Golf Course Indian Wells Country Club
(<http://www.vrbo.com/281155>)

\$900
per night
2 night min stay

3 Bedrooms+ • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #281155

[View details
\(http://www.vrbo.com/281155\)](http://www.vrbo.com/281155)

10

Indian Wells, Ca - Luxury 3 Bedroom Home - Fully Renovated
(<http://www.vrbo.com/216323>)

\$225 - \$295
per night
3 night min stay

3 Bedrooms • 2.5 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #216323

[View details
\(http://www.vrbo.com/216323\)](http://www.vrbo.com/216323)

16

Year End Special!! Act Fast Only a Few Weeks Left!!
(<http://www.vrbo.com/204788>)

\$3500-\$5000/wk -
\$12,000-\$18,000/mo

5 Bedrooms+ • 4.5 Bathrooms • Sleeps 10-12 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #204788

[View details
\(http://www.vrbo.com/204788\)](http://www.vrbo.com/204788)

20

New House** Indian Wells Luxury Dream Home - Summer Specials
!!! (<http://www.vrbo.com/216284>)

\$300 - \$575
per night
2 night min stay

3 Bedrooms • 3.5 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #216284

[View details
\(http://www.vrbo.com/216284\)](http://www.vrbo.com/216284)

3

Indian Wells Country Club Home - Fantastic Mountain Views!
(<http://www.vrbo.com/159443>)

From \$1050/wk Dollars

2 Bedrooms+ • 2 Bathrooms • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #159443

[View details
\(http://www.vrbo.com/159443\)](http://www.vrbo.com/159443)

9

Indian Wells Designer Renovated Vacation Dream Home!
(<http://www.vrbo.com/423918>)

7 A

96

\$2500 per week- \$4900
per week

3 Bedrooms+ • 3 Bathrooms • Sleeps 6 •

Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #423918

4

[View details \(http://www.vrbo.com/423918\)](http://www.vrbo.com/423918)

Enormous Golf Course Home on Indian Wells C.C. Golf Course
(<http://www.vrbo.com/285272>)

6 Bedrooms • 6 Bathrooms • Sleeps 2-12 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #285272

8

\$600 for half 1000 for
all/nt

[View details \(http://www.vrbo.com/285272\)](http://www.vrbo.com/285272)

Charming Villa Pool Spar Sleeps 5 in Indian Wells Country Club
(<http://www.vrbo.com/335721>)

3 Bedrooms • 5 Bathrooms • Sleeps 5 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #335721

2

\$250
per night
14 night min stay

[View details \(http://www.vrbo.com/335721\)](http://www.vrbo.com/335721)

Prestigious Desert Horizons Home on Golf Course
(<http://www.vrbo.com/393332>)

3 Bedrooms • 3 Bathrooms • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #393332

2

\$5,800
per month
30 night min stay

[View details \(http://www.vrbo.com/393332\)](http://www.vrbo.com/393332)

Stunning South Backing Mid-Century Beauty with Pool & Mountain View
(<http://www.vrbo.com/501975>)

3 Bedrooms • 4 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #501975

2

\$250 - \$600
per night
4-5 night min stay

[View details \(http://www.vrbo.com/501975\)](http://www.vrbo.com/501975)

Luxurious Spacious Home Close to Many Amentities and Attractions
(<http://www.vrbo.com/389647>)

4 Bedrooms • 3.5 Bathrooms • Sleeps 7 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #389647

2

View listing for price

[View details \(http://www.vrbo.com/389647\)](http://www.vrbo.com/389647)

Indian Wells Stunner with Pool and Game Room
(<http://www.vrbo.com/458036>)

2 Bedrooms • 2 Bathrooms • Sleeps 4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #458036

2

\$1,190 - \$1,295
per week
7 night min stay

[View details \(http://www.vrbo.com/458036\)](http://www.vrbo.com/458036)

Stunning Modern Indian Wells Home with South Mountain Views
(<http://www.vrbo.com/345620>)

4 Bedrooms • 3.5 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #345620

4

From \$200/nt

[View details \(http://www.vrbo.com/345620\)](http://www.vrbo.com/345620)

New Listing!! Luxury-Designer-Contemporary Home in Indian Wells-Pool/Spa
(<http://www.vrbo.com/502505>)

3 Bedrooms+ • 4 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #502505

1

\$7,000 - \$9,000
per month
30 night min stay

[View details \(http://www.vrbo.com/502505\)](http://www.vrbo.com/502505)

7A

Indian Wells Estate New Listing
(<http://www.vrbo.com/493017>)

3 Bedrooms • 2.5+ Bathrooms • Sleeps 6-10 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #493017

1

97

\$500 - \$800 / night

[View details \(http://www.vrbo.com/493017\)](http://www.vrbo.com/493017)

(<http://www.vrbo.com/493017>)

Prime and Tranquil Indian Wells Location with Gorgeous Views.
(<http://www.vrbo.com/474049>)

3 Bedrooms • 2.5 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #474049

\$4,800 - \$5,250
per month
30 night min stay

View details
(<http://www.vrbo.com/474049>)

Spanish Hacienda with Master Casita in Indian Wells
(<http://www.vrbo.com/331313>)

4 Bedrooms • 3 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #331313

\$2,450
per week
7 night min stay

View details
(<http://www.vrbo.com/331313>)

1

Wow!! Super Sharp Mountain Cove, Wireless,Hd TV, Blueray,Free Calling. (<http://www.vrbo.com/460764>)

Studio • 0 Bathrooms • Sleeps 2 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #460764

\$175
per night
2 night min stay

View details
(<http://www.vrbo.com/460764>)

Oasis Cc (Og714) Play Golf-Tennis! Fairway Views
(<http://www.vrbo.com/3241380ha>)

2 Bedrooms • 2 Bathrooms • Sleeps 4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #3241380ha

\$200 - \$320
per night
2 night min stay

View details
(<http://www.vrbo.com/3241380ha>)

1 Review

Luxurious Lakefront Home, Exclusive Gated Golf Community
(<http://www.vrbo.com/145162>)

3 Bedrooms • 3.5 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #145162

\$600
per night
5 night min stay

View details
(<http://www.vrbo.com/145162>)

Baby it's Cold Outside, But Not in the Desert
(<http://www.vrbo.com/324297>)

3 Bedrooms • 3.5 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #324297

\$13,500
per month
30 night min stay

View details
(<http://www.vrbo.com/324297>)

9

Premier Golf Course Lot (<http://www.vrbo.com/290466>)

4 Bedrooms+ • 4 Bathrooms • Sleeps 8-10 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #290466

\$7,500
per month
30 night min stay

View details
(<http://www.vrbo.com/290466>)

2

Private Retreat with Mid-Century Flair
(<http://www.vrbo.com/390103>)

3 Bedrooms • 2.5 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #390103

\$186 - \$285
per night
5-14 night min stay

View details
(<http://www.vrbo.com/390103>)

7

Indian Wells Country Club Hideaway
(<http://www.vrbo.com/3698367ha>)

2 Bedrooms • 3 Bathrooms • Sleeps 4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #3698367ha

\$200 - \$345
per night
3 night min stay

View details
(<http://www.vrbo.com/3698367ha>)

7 A

98

Prestigious Indian Wells Resort Living with Stunning Mountain Views (<http://www.vrbo.com/398117>)

3 Bedrooms • 4 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #398117

1

\$4,200 - \$6,000
per month
14-31 night min stay

View details
(<http://www.vrbo.com/398117>)

Amazing 5 Star Living Behind the Gates of Indian Wells C.C. (<http://www.vrbo.com/435417>)

3 Bedrooms • 3.5 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #435417

3

\$2,900 - \$4,800
per week
7 night min stay

View details
(<http://www.vrbo.com/435417>)

Completely Refurbished Condo with 2 Master Bedrooms. (<http://www.vrbo.com/412162>)

2 Bedrooms+ • 4 Bathrooms • Sleeps 7 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #412162

3

\$800
per night
3 night min stay

View details
(<http://www.vrbo.com/412162>)

Indian Wells-Desert Horizon Country Club Golf Course Over Looking Lake (<http://www.vrbo.com/346156>)

3 Bedrooms • 4 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #346156

3

\$4,500
per month
30 night min stay

View details
(<http://www.vrbo.com/346156>)

Comfort and Relaxation in the Desert (<http://www.vrbo.com/117706>)

3 Bedrooms+ • 2 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #117706

3

\$4750/mo

View details
(<http://www.vrbo.com/117706>)

Desert Horizon's Home - Magnificent Mountain & Golf Views (<http://www.vrbo.com/285159>)

3 Bedrooms • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #285159

3

\$7000- \$9000/mo

View details
(<http://www.vrbo.com/285159>)

December 2013, January, February 2014 Now Available (<http://www.vrbo.com/468066>)

3 Bedrooms • 3 Bathrooms • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #468066

3

\$5,250
per month
30 night min stay

View details
(<http://www.vrbo.com/468066>)

Indian Wells-Private Home (<http://www.vrbo.com/410517>)

3 Bedrooms • 5 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #410517

3

\$15,000/wk

View details
(<http://www.vrbo.com/410517>)

New Listing! Available During Indian Wells Pro Tennis Tournament (<http://www.vrbo.com/558205>)

3 Bedrooms • 4 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #558205

3

\$3,500
per week
7 night min stay

View details
(<http://www.vrbo.com/558205>)

Indoor/Outdoor Living in Indian Wells! 3BR/3BA

\$275 - \$850

(<http://www.vrbo.com/442756>)

3 Bedrooms • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #442756

5

per night
3 night min stay

View details
(<http://www.vrbo.com/442756>)

Newly Remodeled on the Golf Course Tuscan Styled Getaway
(<http://www.vrbo.com/444903>)

3 Bedrooms • 3 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #444903

3

\$6,000
per month
30 night min stay

View details
(<http://www.vrbo.com/444903>)

Mountain Cove Condo - Near Indian Wells Tennis Garden
(<http://www.vrbo.com/152166>)

Studio • 1 Bathroom • Sleeps 2 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #152166

3

\$120 - \$200
per night
2 night min stay

View details
(<http://www.vrbo.com/152166>)

Peaceful Desert Condo in Exclusive Indian Wells
(<http://www.vrbo.com/506768>)

3 Bedrooms • 3 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #506768

1

\$3,499 - \$4,990
per month
28 night min stay

View details
(<http://www.vrbo.com/506768>)

Nestled Against Santa Rosa Mountains in Indian Wells
(<http://www.vrbo.com/505289>)

2 Bedrooms • 2 Bathrooms • Sleeps 4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #505289

6

\$1,400 - \$2,550
per week
7 night min stay

View details
(<http://www.vrbo.com/505289>)

Views! Views! Like New on Indian Wells Cc Golf Course
(<http://www.vrbo.com/213420>)

2 Bedrooms • 2.5 Bathrooms • Sleeps 4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #213420

6

\$650 - \$1,000
per week
7 night min stay

View details
(<http://www.vrbo.com/213420>)

Exclusive Private Large Home with Incredible Mountain Views
(<http://www.vrbo.com/36932>)

3 Bedrooms+ • 3.5 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #36932

6

\$400 - \$600
per night
1 night min stay

View details
(<http://www.vrbo.com/36932>)

Indian Wells Golf Course on 16th "T" at Base of the Mountain
(<http://www.vrbo.com/313306>)

3 Bedrooms • 2 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #313306

4

\$3,000 - \$4,000
per month
30 night min stay

View details
(<http://www.vrbo.com/313306>)

Spectacular Mountain View from This Beautiful Indian Wells Home
(<http://www.vrbo.com/338514>)

2 Bedrooms+ • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #338514

22

\$3600.00 - 5500.00/mo

View details
(<http://www.vrbo.com/338514>)

Best Location in Indian Wells! Large Golf Course Property!

7A

100

\$393 - \$400
per night

(<http://www.vrbo.com/553664>)

3 Bedrooms • 2 Bathrooms • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #553664

6-7 night min stay

View details

(<http://www.vrbo.com/553664>)

Newly Renovated Iw Mid-Century Modern Home
(<http://www.vrbo.com/476017>)

4 Bedrooms • 3 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #476017

\$5,970 - \$9,450
per month
30 night min stay

View details

(<http://www.vrbo.com/476017>)

Chic Desert Oasis (<http://www.vrbo.com/363492>)

2 Bedrooms • 2 Bathrooms • Sleeps 4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #363492

\$250 - \$400
per night
4 night min stay

View details

(<http://www.vrbo.com/363492>)

3

Contemporary Home on 17th Hole of the Cove Course at Iwcc
(<http://www.vrbo.com/3495504ha>)

3 Bedrooms • 0 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #3495504ha

\$3,000 - \$6,000
per month
30 night min stay

View details

(<http://www.vrbo.com/3495504ha>)

1

Best Value in I.W, Views of Mountains, Walk to Tennis Garden,
(<http://www.vrbo.com/376684>)

3 Bedrooms • 2 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #376684

Starting from 250 nt or
750 wk 3000 mn

View details

(<http://www.vrbo.com/376684>)

5

Luxury 2 Master Suite Condo. Quiet, Spectacular Mountain View
(<http://www.vrbo.com/288786>)

2 Bedrooms • 2 Bathrooms • Sleeps 4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #288786

\$2975- \$4800/mo

View details

(<http://www.vrbo.com/288786>)

11

Spacious Remodeled Desert Home with Gorgeous Mountain Views
(<http://www.vrbo.com/229390>)

4 Bedrooms+ • 3.5+ Bathrooms • Sleeps 12 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #229390

\$225 - \$250/nt

View details

(<http://www.vrbo.com/229390>)

8

Prestigious Desert Horizons Showplace
(<http://www.vrbo.com/245478>)

3 Bedrooms • 2.75 Bathrooms • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #245478

\$1000-\$1650/wk - \$3000-
\$5500/mo

View details

(<http://www.vrbo.com/245478>)

Mountain Cove Condo Near Tennis Garden, Steps to the Pool,
Family Friendly Wifi (<http://www.vrbo.com/34799>)

1 Bedroom+ • 1 Bathroom • Sleeps 4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #34799

\$450 - \$600
per week
7 night min stay

View details

(<http://www.vrbo.com/34799>)

6

7A

Location, Luxury, View, Smart TV, Wifi, Pets Ok, USA & Ca Phone
(<http://www.vrbo.com/476747>)

\$55 - \$169
per night
2 night min stay

101

1 Bedroom • 1 Bathroom • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #476747

2

[View details
\(http://www.vrbo.com/476747\)](http://www.vrbo.com/476747)

Huge Price Reduction, Luxurious, 4BR/3BA, Great Location, Sleeps 7
(<http://www.vrbo.com/553690>)

4 Bedrooms • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #553690

\$4,950
per month
30 night min stay

[View details
\(http://www.vrbo.com/553690\)](http://www.vrbo.com/553690)

Palm Desert Country Club Pool Home, Walled in Courtyard W/
Putting Green (<http://www.vrbo.com/3711961ha>)

3 Bedrooms • 2 Bathrooms • Sleeps 7 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #3711961ha

\$325 - \$475
per night
2 night min stay

[View details
\(http://www.vrbo.com/3711961ha\)](http://www.vrbo.com/3711961ha)

350 a Night! Indian Wells Golf Bbq! 3BR 2BA (\$450 Bnp)
(<http://www.vrbo.com/404718>)

3 Bedrooms • 2 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #404718

\$350
per night
2 night min stay

[View details
\(http://www.vrbo.com/404718\)](http://www.vrbo.com/404718)

4

Mid-Century Retro Retreat (<http://www.vrbo.com/421543>)

3 Bedrooms+ • 3 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #421543

\$2,500 - \$3,000
per week
7-30 night min stay

[View details
\(http://www.vrbo.com/421543\)](http://www.vrbo.com/421543)

3

Indian Wells Private Home in Gated Enclave Close to Everything
(<http://www.vrbo.com/227096>)

3 Bedrooms • 2 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #227096

\$1,003 - \$1,050
per week
7-30 night min stay

[View details
\(http://www.vrbo.com/227096\)](http://www.vrbo.com/227096)

Indian Wells Condo in Exclusive Casa Dorado
(<http://www.vrbo.com/302576>)

3 Bedrooms • 2.5 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #302576

\$3,000 - \$4,500
per month
30 night min stay

[View details
\(http://www.vrbo.com/302576\)](http://www.vrbo.com/302576)

7

Prestigious Indian Wells 3.5BR/3BA Private Home Pool Spa
(<http://www.vrbo.com/378003>)

3 Bedrooms+ • 3 Bathrooms • Sleeps 6-10 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #378003

\$120 - \$150
per night
7-30 night min stay

[View details
\(http://www.vrbo.com/378003\)](http://www.vrbo.com/378003)

2

Designer's Home W/Pool & Spa in Beautiful Indian Wells!!
(<http://www.vrbo.com/362551>)

3 Bedrooms • 2.5 Bathrooms • Sleeps 6-10 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #362551

\$225 - \$586
per night
3-7 night min stay

[View details
\(http://www.vrbo.com/362551\)](http://www.vrbo.com/362551)

1

Designer Decorated, Spacious and Bright Midcentury 4BR
(<http://www.vrbo.com/441107>)

4 Bedrooms • 3.5 Bathrooms • Sleeps 8 •

\$350 - \$425
per night
3 night min stay

[View details](#)

7A

102

Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #441107

(<http://www.vrbo.com/441107>)

5

Private Home in Indian Wells. (<http://www.vrbo.com/514012>)

3 Bedrooms+ • 3 Bathrooms • Sleeps 2-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #514012

\$5,800
per month
30 night min stay

View details
(<http://www.vrbo.com/514012>)

What a View! Luxurious Indian Wells, Desert Horizons Golf Course Home (<http://www.vrbo.com/496560>)

3 Bedrooms • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #496560

\$2,750 - \$4,750
per month
30 night min stay

View details
(<http://www.vrbo.com/496560>)

107iw: 3 BR / 3.5 BA Condo in Indian Wells, Sleeps 6
(<http://www.vrbo.com/3250595ha>)

3 Bedrooms • 3.5 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #3250595ha

\$290 - \$510
per night
1 night min stay

View details
(<http://www.vrbo.com/3250595ha>)

Beautiful Santa Rosa Mt. Views from This Property!
(<http://www.vrbo.com/491029>)

2 Bedrooms • 2.5 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #491029

\$4,920
per month
30 night min stay

View details
(<http://www.vrbo.com/491029>)

Remodeled Mid-Century Condo on Greenbelt
(<http://www.vrbo.com/438116>)

2 Bedrooms • 2 Bathrooms • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #438116

\$175
per night
4 night min stay

View details
(<http://www.vrbo.com/438116>)

Beautiful, Almost-New House at Toscana Country Club
(<http://www.vrbo.com/435872>)

3 Bedrooms+ • 3.5 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #435872

\$8,100
per month
30 night min stay

View details
(<http://www.vrbo.com/435872>)

4

Gorgeous Desert Horizons Home - Great Location!!-Pool Right Outside Your Door (<http://www.vrbo.com/499218>)

3 Bedrooms • 0 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #499218

\$6,500
per month
30 night min stay

View details
(<http://www.vrbo.com/499218>)

Triple Fairway Mountain Views in Glorious Indian Wells
(<http://www.vrbo.com/493199>)

3 Bedrooms • 3 Bathrooms • Sleeps 6-8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #493199

\$4,500 - \$6,500
per month
30 night min stay

View details
(<http://www.vrbo.com/493199>)

1

Indian Wells Cc Golf Home (<http://www.vrbo.com/3251435ha>)

4 Bedrooms • 4 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #3251435ha

\$472 - \$1,071
per night
28 night min stay

View details
(<http://www.vrbo.com/3251435ha>)

7 A

103

Mid-Century Modern-Golfer's Delight IWCC-Awesome Views, 9th
Fw (<http://www.vrbo.com/335082>)

3 Bedrooms • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #335082

11

\$8,490
per month
28 night min stay

View details
(<http://www.vrbo.com/335082>)

Luxurious Privacy and Style in Desert Horizons - Dec. Dates Avail!
(<http://www.vrbo.com/439398>)

3 Bedrooms • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #439398

3

\$5,100 - \$7,050
per month
30 night min stay

View details
(<http://www.vrbo.com/439398>)

April: Coachella Valley Music, April 11-13/18-20th Book Now for All
the Fun! (<http://www.vrbo.com/552649>)

2 Bedrooms • 2 Bathrooms • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #552649

\$2,200 - \$3,800
per month
30 night min stay

View details
(<http://www.vrbo.com/552649>)

Beautiful Home Backing up to the Spectacular Mountain
(<http://www.vrbo.com/3692672ha>)

3 Bedrooms • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #3692672ha

\$500 - \$1,600
per night
2-4 night min stay

View details
(<http://www.vrbo.com/3692672ha>)

Unbelievable Indian Wells Retreat Vacation Home
(<http://www.vrbo.com/436447>)

3 Bedrooms • 4.5 Bathrooms • Sleeps 6-7 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #436447

\$240 - \$286
per night
6-31 night min stay

View details
(<http://www.vrbo.com/436447>)

New Italian Custom Home on Indian Wells Golf Course
(<http://www.vrbo.com/259854>)

3 Bedrooms + • 3 Bathrooms • Sleeps 8 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #259854

\$11,010
per month
30 night min stay

View details
(<http://www.vrbo.com/259854>)

Beautiful Desert Paradise - Indian Wells Country Club
(<http://www.vrbo.com/266576>)

2 Bedrooms • 2 Bathrooms • Sleeps 2-4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #266576

\$800 - \$1,100
per week
7-14 night min stay

View details
(<http://www.vrbo.com/266576>)

3 Reviews

Winter Rental-Across from Spa/Golf/Tennis-Indian Wells
(<http://www.vrbo.com/77177>)

4 Bedrooms • 3.5 Bathrooms • Sleeps 8-10 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #77177

\$6,000 - \$7,500

View details
(<http://www.vrbo.com/77177>)

Desirable Indian Wells Mid-Century Private Home
(<http://www.vrbo.com/453655>)

3 Bedrooms • 2 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #453655

\$325
per night
2 night min stay

View details
(<http://www.vrbo.com/453655>)

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104

4,900 Sq. Ft Desert Dream Home, Mountain Views the Center of the Desert! (<http://www.vrbo.com/503704>)

3 Bedrooms • 3.5 Bathrooms • Sleeps 6-12 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #503704

\$500 - \$600
per night
3 night min stay

[View details \(http://www.vrbo.com/503704\)](http://www.vrbo.com/503704)

Prestigious Indian Wells - Gated Community
(<http://www.vrbo.com/485893>)

3 Bedrooms • 2 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #485893

\$2,250 - \$3,900
per month
28 night min stay

[View details \(http://www.vrbo.com/485893\)](http://www.vrbo.com/485893)

2

Guesthouse with Private Entrance in Indian Wells
(<http://www.vrbo.com/108136>)

1 Bedroom+ • 0 Bathrooms • Sleeps 2-4 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #108136

\$2,000 for Jan- Apr,
\$1750 May-Dec

[View details \(http://www.vrbo.com/108136\)](http://www.vrbo.com/108136)

1

Relax in Style in This Fabulous Home (<http://www.vrbo.com/483401>)

3 Bedrooms • 3 Bathrooms • Sleeps 6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #483401

\$3,600 - \$3,900
per month
30-31 night min stay

[View details \(http://www.vrbo.com/483401\)](http://www.vrbo.com/483401)

Rates Negotiable! Beautiful 2,100 Sq Ft Vacation Home
(<http://www.vrbo.com/491153>)

2 Bedrooms • 2 Bathrooms • Sleeps 4-6 •
Indian Wells (/vacation-rentals/usa/california/deserts/indian-wells) #491153

\$3,000 - \$4,250
per month
30 night min stay

[View details \(http://www.vrbo.com/491153\)](http://www.vrbo.com/491153)

[1 2 \(/vacation-rentals/usa/california/deserts/indian-wells?page=2\)](#) [\(/vacation-rentals/usa/california/deserts/indian-wells?page=2\)](#)

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Indian Wells Travel Tips

Indian Wells Resort for an Oasis in the Desert

Close to Palm Springs, California, you will find a desert oasis with a backdrop of mountains, in Indian Wells. In this beautiful desert area, Indian Wells rentals are homes in a wonder haven of escape. Independent travelers coming to this Indian Wells resort follow in the footsteps of presidents as well as sports and movie stars. Visitors choosing a Palm Springs lodging option will find out what makes this place so special.

Indian Wells Resort Has Much History

From what was a once a tribal well and wagon stop, Indian Wells rentals are now homes that are guaranteed to please visitors. Among the famous attractions near the Indian Wells resort is the Joshua Tree National Park. With its incredible scenery and wealth of opportunities for exploration, this park is a must-see for visitors. Easily access from various Palm Springs lodging choices, the park offers a multitude of experiences from hiking to climbing.

Indian Wells Rentals Are Gateways to the Mountains

Indian Wells rentals are convenient for a getaway day to the mountains, using the Palm Springs Ariel Tramway. You can ascent to the mountain wilderness for spectacular scenery and some great hiking trails. Also close to this Indian Wells resort is Old Town La Quinta, for great shopping experiences. Conveniently located near your Palm Springs lodging (<http://www.vrbo.com/vacation-rentals/usa/california/deserts/palm-springs>), there are several museums, such as the Air Museum and Art Museum.

Palm Springs Lodging near the River

In a desert area, water is even more precious, which makes The River at Rancho Mirage something of a special place for locals and those staying in Indian Wells rentals. It is a waterfront park area where visitors to this Indian Wells resort will find live music events among the fountains and cascading waterfalls. A stay in a Palm Springs lodging choice isn't complete without spending an evening there.

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INDIAN WELLS GOLF RESORT
SELECTED DATA COMAPRISON MONTHS OF JANUARY - FEBRUARY 28, 2014

| ROUNDS | ACTUAL | ADR | PRIOR YEAR | ADR | VAR TO | ADR VAR | CUMMULATIVE | ADR | PRIOR YEAR | ADR | VAR TO | ADR VAR |
|----------------------------|--------------|--------------|--------------|--------------|-------------|-------------|---------------|--------------|---------------|--------------|------------|-------------|
| | MONTH | | MONTH | | PY | | JAN - FEB | | JAN - FEB | | PY | |
| 18HOLE | 597 | 165.79 | 421 | 161.35 | 176 | 4.44 | 1,250 | 155.10 | 620 | 159.34 | 630 | (4.25) |
| RESORT ROUNDS | 792 | 153.86 | 853 | 151.97 | (61) | 1.88 | 1,396 | 140.59 | 1,580 | 145.65 | (184) | (5.06) |
| TOURNAMENT ROUNDS | 1,646 | 139.68 | 2,330 | 129.80 | (684) | 9.88 | 2,628 | 128.44 | 3,948 | 121.42 | (1,320) | 7.02 |
| PLATINUM CARDHOLDER ROUNDS | 658 | 119.68 | 534 | 115.44 | 124 | 4.25 | 1,165 | 115.74 | 947 | 112.95 | 218 | 2.79 |
| WHOLESALE ROUNDS | 454 | 130.51 | 278 | 140.87 | 176 | (10.36) | 939 | 124.43 | 430 | 133.72 | 509 | (9.29) |
| RESIDENT ROUNDS | 2,023 | 35.53 | 1,921 | 35.02 | 102 | 0.51 | 4,396 | 35.84 | 4,063 | 35.04 | 333 | 0.80 |
| RESIDENT GUEST ROUNDS | 985 | 77.83 | 978 | 65.01 | 7 | 12.82 | 1,918 | 77.67 | 1,993 | 64.91 | (75) | 12.76 |
| ALL OTHER ROUNDS | 2,127 | 67.82 | 2,066 | 60.06 | 61 | 7.77 | 4,001 | 61.48 | 3,922 | 60.98 | 79 | 0.49 |
| TOTAL ROUNDS | 9,282 | 94.97 | 9,381 | 91.22 | (99) | 3.75 | 17,693 | 86.58 | 17,503 | 84.77 | 190 | 1.81 |

| REVENUES | | | | | % VAR | | | | | % VAR | | |
|----------------------------|----------------|--|----------------|--|---------------|-------------|------------------|--|------------------|-------|---------------|-------------|
| 18HOLE | 98,977 | | 67,930 | | 31,047 | 45.7% | 193,871 | | 98,793 | | 95,078 | 96.2% |
| RESORT ROUNDS | 121,854 | | 129,632 | | (7,778) | -6.0% | 196,258 | | 230,128 | | (33,870) | -14.7% |
| TOURNAMENT ROUNDS | 229,906 | | 302,433 | | (72,527) | -24.0% | 337,545 | | 479,362 | | (141,817) | -29.6% |
| PLATINUM CARDHOLDER ROUNDS | 78,752 | | 61,644 | | 17,108 | 27.8% | 134,837 | | 106,962 | | 27,875 | 26.1% |
| WHOLESALE ROUNDS | 59,252 | | 39,163 | | 20,089 | 51.3% | 116,836 | | 57,498 | | 59,338 | 103.2% |
| RESIDENT ROUNDS | 71,877 | | 67,268 | | 4,609 | 6.9% | 157,533 | | 142,358 | | 15,175 | 10.7% |
| RESIDENT GUEST ROUNDS | 76,658 | | 63,575 | | 13,083 | 20.6% | 148,968 | | 129,370 | | 19,598 | 15.1% |
| ALL OTHER ROUNDS | 144,259 | | 124,078 | | 20,181 | 16.3% | 245,964 | | 239,177 | | 6,787 | 2.8% |
| TOTAL GOLF FEES | 881,535 | | 855,723 | | 25,812 | 3.0% | 1,531,812 | | 1,483,648 | | 48,164 | 3.2% |

| MERCHANDISE | | | | | | | | | | | | |
|-------------|---------|-------|---------|-------|--------|------|---------|-------|---------|-------|-------|------|
| REVENUE | 178,415 | 19.22 | 167,856 | 17.89 | 10,559 | 1.33 | 299,831 | 16.95 | 290,048 | 16.57 | 9,783 | 0.37 |

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INDIAN WELLS GOLF RESORT
SELECTED DATA COMAPRISON MONTHS OF JANUARY - FEBRUARY 28, 2014

| | ACTUAL MONTH | PRIOR YEAR MONTH | VAR TO PY | % VAR | CUMMULATIVE JAN - FEB | PRIOR YEAR JAN - FEB | VAR TO PY | % VAR |
|---------------------------------------|-----------------|---------------------|-----------------|--------------|--------------------------|-------------------------|----------------|--------------|
| REVENUES | | | | | | | | |
| 18HOLE | 98,977 | 67,930 | 31,047 | 45.7% | 193,871 | 98,793 | 95,078 | 96.2% |
| RESORT ROUNDS | 121,854 | 129,632 | (7,778) | -6.0% | 196,258 | 230,128 | (33,870) | -14.7% |
| TOURNAMENT ROUNDS | 229,906 | 302,433 | (72,527) | -24.0% | 337,545 | 479,362 | (141,817) | -29.6% |
| PLATINUM CARDHOLDER ROUNDS | 78,752 | 61,644 | 17,108 | 27.8% | 134,837 | 106,962 | 27,875 | 26.1% |
| WHOLESALE ROUNDS | 59,252 | 39,163 | 20,089 | 51.3% | 116,836 | 57,498 | 59,338 | 103.2% |
| RESIDENT ROUNDS | 71,877 | 67,268 | 4,609 | 6.9% | 157,533 | 142,358 | 15,175 | 10.7% |
| RESIDENT GUEST ROUNDS | 76,658 | 63,575 | 13,083 | 20.6% | 148,968 | 129,370 | 19,598 | 15.1% |
| ALL OTHER ROUNDS | 144,259 | 124,078 | 20,181 | 16.3% | 245,964 | 239,177 | 6,787 | 2.8% |
| TOTAL GOLF FEES | 881,535 | 855,723 | 25,812 | 3.0% | 1,531,812 | 1,483,648 | 48,164 | 3.2% |
| MERCHANDISE | | | | | | | | |
| REVENUE | 178,415 | 167,856 | 10,559 | 1.33 | 299,831 | 290,048 | 9,783 | 0.37 |
| REVENUE | | | | | | | | |
| VUE GRILLE & BAR (INCLUDES SUSHI BAR) | 347,977 | 296,694 | 51,283 | 17.3% | 665,001 | 544,791 | 120,210 | 22.1% |
| CAFÉ | 40,052 | 31,504 | 8,548 | 27.1% | 72,800 | 56,489 | 16,311 | 28.9% |
| BANQUET | 38,577 | 127,562 | (88,985) | -69.8% | 125,844 | 170,105 | (44,261) | -26.0% |
| BEVG CART | 57,309 | 45,451 | 11,858 | 26.1% | 101,694 | 80,362 | 21,332 | 26.5% |
| TOTAL REVENUE | 483,915 | 501,211 | (17,296) | -3.5% | 965,339 | 851,747 | 113,592 | 13.3% |

INDIAN WELLS GOLF RESORT
SELECTED DATA COMAPRISON MONTHS OF JANUARY - FEBRUARY 28,2014

| | ACTUAL MONTH | ADR | PRIOR YEAR MONTH | ADR | VAR TO PY | ADR VAR | CUMMLATIVE JAN - FEB | ADR | PRIOR YEAR JAN - FEB | ADR | VAR TO PY | ADR VAR |
|---------------------------------------|-----------------|--------------|---------------------|--------------|-----------------|-------------|-------------------------|--------------|-------------------------|--------------|----------------|--------------|
| COVERS | | | | | | | | | | | | |
| VUE GRILLE & BAR | 13,373 | 26.02 | 13,158 | 22.55 | 215 | 3.47 | 25,889 | 25.69 | 24,285 | 22.43 | 1,604 | 3.25 |
| CAFÉ | 3,819 | 10.49 | 3,653 | 8.62 | 166 | 1.86 | 7,394 | 9.85 | 6,905 | 8.18 | 489 | 1.66 |
| BANQUET | 1,062 | 36.32 | 2,879 | 44.31 | (1,817) | (7.98) | 2,939 | 42.82 | 3,613 | 47.08 | (674) | (4.26) |
| BEVG CART | 9,282 | 6.17 | 9,381 | 4.85 | (99) | 1.33 | 17,693 | 5.75 | 17,503 | 4.59 | 190 | 1.16 |
| TOTAL COVERS | 27,536 | 17.57 | 29,071 | 17.24 | (1,535) | 0.33 | 53,915 | 17.90 | 52,306 | 16.28 | 1,609 | 1.62 |
| REVENUE | | | | | | | | | | | | |
| | | | | | | | | | | | | % VAR |
| VUE GRILLE & BAR (INCLUDES SUSHI BAR) | 347,977 | | 296,694 | | 51,283 | | 665,001 | | 544,791 | | 120,210 | 22.1% |
| CAFÉ | 40,052 | | 31,504 | | 8,548 | | 72,800 | | 56,489 | | 16,311 | 28.9% |
| BANQUET | 38,577 | | 127,562 | | (88,985) | | 125,844 | | 170,105 | | (44,261) | -26.0% |
| BEVG CART | 57,309 | | 45,451 | | 11,858 | | 101,694 | | 80,362 | | 21,332 | 26.5% |
| TOTAL REVENUE | 483,915 | | 501,211 | | (17,296) | | 965,339 | | 851,747 | | 113,592 | 13.3% |
| SUSHI BAR | | | | | | | | | | | | |
| REVENUE | 13,863 | | | | | | | | | | | |
| AVERAGE DAILY SALES MON-THURS | 441 | | | | | | | | | | | |
| AVERAGE DAILY SALES FRI-SAT | 584 | | | | | | | | | | | |

PAVILLION EVENTS

THOURGH 12/31/15 - 40 EVENTS **625,733**