
City Council

Meeting Agenda

Thursday, January 22, 2015

1:30 PM

City Hall Council Chambers

44-950 Eldorado Drive, Indian Wells



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 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, 44-950 Eldorado Drive, Indian Wells during normal business hours.

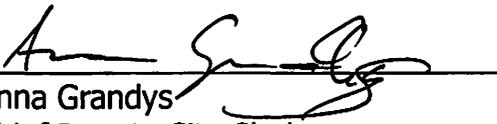


NOTICE OF RECESS

NOTICE IS HERBY GIVEN that the regular meeting of the City Council of the City of Indian Wells scheduled to be held on January 22, 2015 at 1:30 p.m. has been recessed to the Indian Wells Golf Resort, Celebrity Ballroom, 44-500 Indian Wells Lane, Indian Wells, California, 92210 by the Indian Wells Chief Deputy City Clerk, pursuant to Government Code 54955.

Date: January 22, 2015

Attested by:


Anna Grandys
Chief Deputy City Clerk

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

MAYOR TY PEABODY
MAYOR PRO TEM DANA REED
COUNCIL MEMBER RICHARD BALOCCO
COUNCIL MEMBER DOUGLAS HANSON
COUNCIL MEMBER TED MERTENS

2. APPROVAL OF THE FINAL AGENDA

3. APPROVAL OF MEETING MINUTES

- A. 1017-15 December 17, 2014 Special Meeting Minutes**
Attachments: 12-17-14 Special Meeting Minutes
- B. 1018-15 December 18, 2014 Special Meeting Minutes**
Attachments: 12-18-14 Special Meeting Minutes
- C. 1019-15 December 18, 2014 Regular Meeting Minutes**
Attachments: 12-18-14 Regular Meeting Minutes
- D. 1020-15 January 8, 2015 Special Study Session Meeting Minutes**
Attachments: 01-08-14 Special Sudy Session Meeting Minutes
- E. 1021-15 January 8, 2015 Special Meeting Minutes**
Attachments: 01-08-14 Special Meeting Minutes

4. PROCLAMATIONS AND PRESENTATIONS

- A. 1009-15 Presentation by the Queen and Her Court of the 2015 National Date Festival and County Fair.**

5. PUBLIC COMMENTS

All persons wishing to address the City Council should fill out a Blue Public Comment Request 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 Public Comment Request form in advance and hand it to the City Clerk. Please state your name for the public record. Financial matters will be indicated as budgeted or non-budgeted below.

A. 1011-15 Award Contract to Cleanstreet, Inc. for Citywide Street Sweeping Services

RECOMMENDED ACTIONS:

Council AWARDS a five-year contract to Cleanstreet, Inc., in an annual amount of \$44,174 for citywide street sweeping services; and

AUTHORIZES and DIRECTS the City Manager to execute the same; and

APPROVES requisition in the amount of \$22,087 for street sweeping services for the six-month period of January 1, 2015 through June 30, 2015.

Attachments: Street Sweeping Contract
Requisition for Cleanstreet, Inc.

B. 1005-15 Approve 2015 City Council Committee Assignments

RECOMMENDED ACTION:

Council APPROVES the 2015 City Council Committee Assignments.

Attachments: Council Committee Assignments for 2015
FPPC Form 806 Agency Report-Public Official Assignments

C. 1010-15 Receive and File Treasurer's Report

RECOMMENDED ACTION:

Council RECEIVES and FILES the City Treasurer's Report for the month of November 2014.

Attachments: Cash Balance and Investment Report

D. 1014-15 FAMD Warrant and Demands.

RECOMMENDED ACTION:

Council APPROVES the January 1, 2015 FAMD Warrant and Demands.

Attachments: January 1, 2015 FAMD Warrants

E. 1012-15 City Warrant and Demands.

RECOMMENDED ACTION:

Council APPROVES the January 1, 2015 and January 15, 2015 City Warrant and Demands.

Attachments: January 1, 2015 City Warrants
January 15, 2015 City Warrants

7. GENERAL BUSINESS

A. 1023-15 Update on Fiscal Year 2014-15 City Goals

RECOMMENDED ACTION:

Council RECEIVES and FILES the update to the Fiscal Year 2014-15 City Goals.

Attachments: Goals Update
FY 14-15 City Goals & Action Plan

B. 1006-15 Approve the City's 2015 Legislative Priorities

RECOMMENDED ACTION:

Council APPROVES the City's 2015 Legislative Priorities.

Attachments: City of Indian Wells 2015 Legislative Priorities

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

9. COUNCIL MEMBERS' REPORTS AND COMMENTS

A. Council Member Mertens

Coachella Valley Mountains Conservancy
CVAG Public Safety
Palms Springs Desert Resorts Convention and Visitors Bureau
Finance and Legal Services Oversight Committee
Public Safety Committee

B. Council Member Hanson

Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency
Riverside Local Agency Formation Commission
League of California Cities, Riverside County Division

C. Council Member Balocco

- Cove Commission
- CVAG Coachella Valley Conservation Commission
- CVAG Energy
- Indian Wells Golf Resort Advisory Committee
- Indian Wells Marketing Committee
- Public Safety Committee
- Tee Committee

D. Mayor Pro Tem Reed

- California Joint Powers Insurance Authority
- Cove Commission
- Jacueline Cochran Regional Airport Commssion
- Riverside County Transportation Commission
- Coachella Valley Animal Campus
- CVAG Homelessness
- CVAG Transportation
- Personnel Committee

E. Mayor Peabody

- CVAG Executive Committee
- Sunline Transit Agency
- Indian Wells Community Activities Committee
- Indian Wells Golf Resort Advisory Committee
- Indian Wells Grants in Aid Committee
- Indian Wells Marketing Committee
- Finance and Legal Services Oversight Committee
- Personnel Committee
- Tee Committee

10. CITY ATTORNEY REPORTS AND COMMENTS

11. CLOSED SESSION

- A. 1015-15 Public Employee Performance Evaluation Pursuant to Government Code Section 54957. Title: City Manager.**

12. ADJOURNMENT

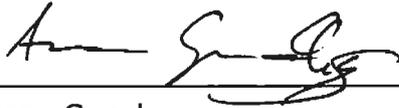
To a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on February 5, 2015 in the City Hall Council Chambers.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Chief Deputy 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

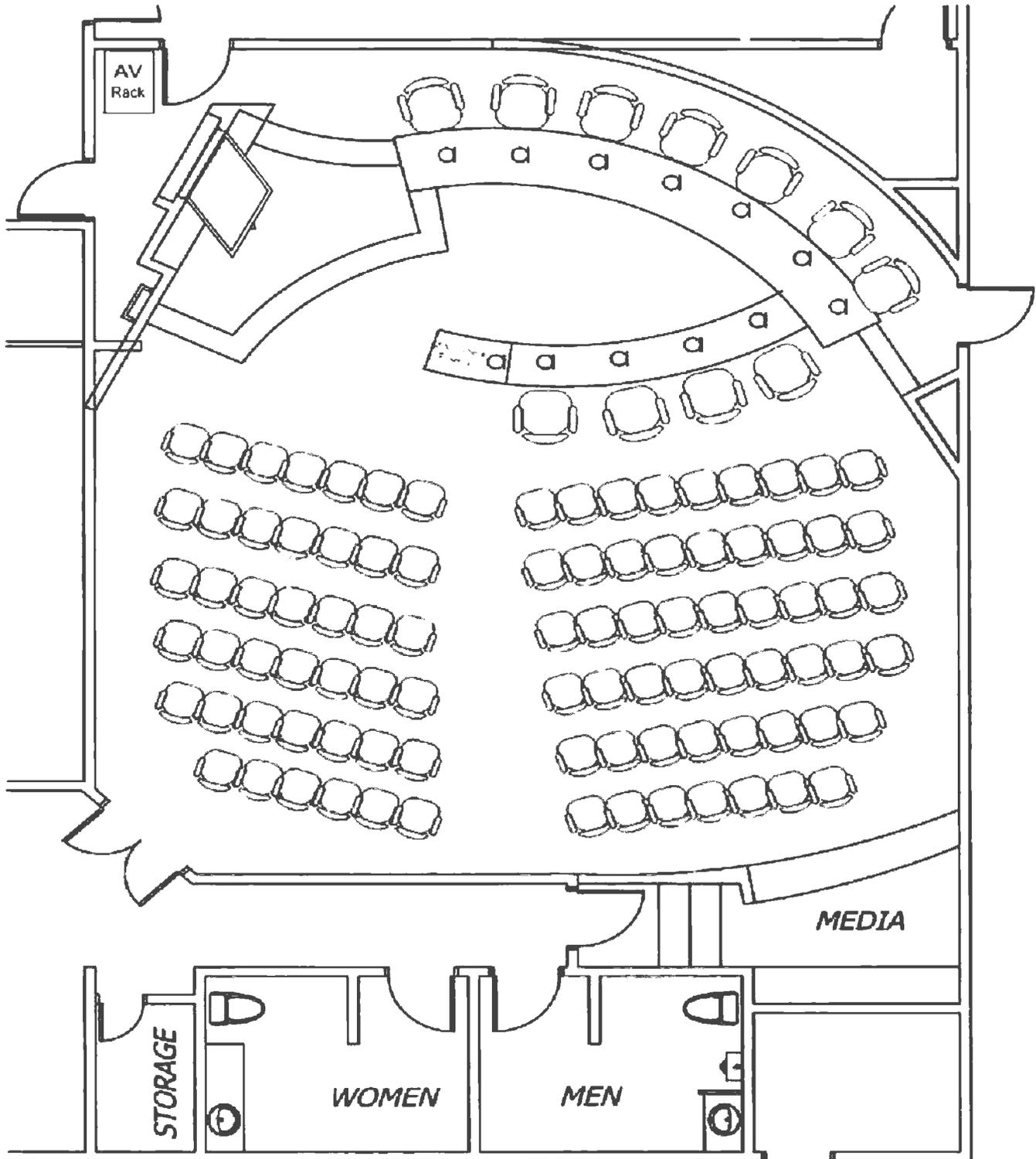
Affidavit of Posting

I, Anna Grandys, certify that on January 16, 2015, I caused to be posted a notice of a City Council Meeting to be held on January 22, 2015 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



According to comments from Council podium and written statements by Mr. & Mrs. Nolen and then Mayor Pro Tem Ty Peabody, the following event did in fact, take place.

Mayor Pro Tem Peabody and former Council member Powers arrived at the Nolen's home uninvited. Their purpose was to interrogate Randy Nolen about what they believed was his involvement in the "Nasty Post Card Fiasco". This action took place in the same time period that the City and Council was addressing the FPPC investigation and its ramifications.

Of course what took place in this uninvited meeting and interrogation is not clear, because both parties have a different version of what did actually transpire. Nevertheless, Mayor Pro Tem Peabody's acknowledged uninvited and unseemly visit to the Nolen's home begs the following questions:

Was Mayor Pro Tem Peabody's behavior inappropriate?

Was Mayor Pro Tem Peabody's behavior an abuse of power?

Was Mayor Pro Tem Peabody's behavior harassment?

Did Mayor Pro Tem Peabody violate the Indian Wells Code of Ethics?

These are reasonable questions. To-date, the past and current Councils have not acknowledged the Nolen's grievance that Mayor Pro Tem Peabody abused his power as a city official and that he harassed them in their own home.

Consider that for the past six months or so the Indian Wells City Council has been consumed with Residents' and Council Member's alleged Bad Behavior. As you may remember, the result of Council Member Hanson's alleged bad behavior was to sanction him. Then we had the proposed POIC Policy which proposed to punish the Indian Wells residents for what staff and Council perceived as Bad Behavior.

On the other hand, this same Council, when informed of Mayor Pro Tem Peabody's alleged bad behavior toward Mr. and Mrs. Nolen, has shown no concern and has made no effort to vet or investigate the allegations. On the contrary, they've ignored the Nolen's claim and grievance, by pretending they don't exist. This blatant act of selectively picking and choosing those who should be investigated and sanctioned appears to be determined solely by the group in power. This type of Council behavior is contrary and at odds with enforcing a fair and equitable ethics policy.

This is a new year and a new City Council. I respectfully ask that one or all of the Council Members put the Nolen issue on the agenda, so that Council can publicly address this issue in a public forum, and deal with the Nolen's allegation once and for all.

The Indian Wells "Ethics Policy" should apply to all equally.

IW City Council Meeting

Oral Statement 1/22/15

01:23:15 PM 12/19/14 CITY OF IW

City Council - my name is Randy Nolen. My wife Kay and I are 10 year residents of Indian Wells.

We would like to thank the many residents, some who we do not know, who have expressed their outrage and concern for us regarding the uninvited visit to our home by Mayor Ty Peabody and former Councilman Bill Powers.

As you have heard many times over the last 7 months, on June 14th, Mayor Peabody falsely accused me of being “involved” with criminal activity related to the 2012 anonymous mailers. One week later, Mr. Powers called and *apologized*. A few weeks later on July 17th, Mayor Peabody came down from his chair on the dais and from this very podium admitted that he did *in fact* come to our home to “get to the bottom of who was involved with the mailers”.

The City Council Policy Manual “Code of Ethics” states: “*The conduct of city officials and employees in both their official and private affairs should be above reproach to assure that their City position is not used for personal gain*”.

It also states: “*The violation of this Code of Ethics by a City official, elected or appointed, constitutes official misconduct.*”

And, finally: “*The Council and the City Attorney shall administer this Code of Ethics for all elected and appointed officials*”.

My wife and I have given this irresponsible incident a lot of thought over the last seven months. It was an experience that we did not expect and will never forget. What happened that day was unforgivable. Our reputations have been tarnished, we have been falsely accused, we have been defamed and we are innocent. And... We will *fight this* until the truth is known and we are able to redeem our good reputations.

It is now time for *this council* to do the right thing. It isn't my word against his. There are four witnesses, Mr. Powers has apologized and Mayor Peabody has admitted, without remorse, that he was in our home on June 14th.

Due to the 3 minute time limit, I have prepared a full written statement with *new information* and supporting documents that I will ask Ms. Grandys to enter into the record. This statement will also address a number of other related incidents involving Mayor Peabody, former Mayor and now Councilman *Ted Mertens*, and others, prior to and following the 2012 election.

We ask you to immediately commence a full, fair and complete investigation and, based upon the findings, appropriately *censure Mayor Peabody*, so that this premeditated, irrational behavior, by an elected official, will never, *ever* happen again.

Thank you.

To: Indian Wells City Council
Re: 2012 Anonymous Mailers
From: Randy Nolen

1/22/15
Written Statement

As an addendum to my oral statement before the council today, I have prepared the following written statement regarding numerous incidents leading up to and following the June 14th 2014 uninvited visit to my home by Mayor Ty Peabody and former Indian Wells Councilman Bill Powers.

During the week of October 15th 2012, I received a phone call from Mrs. JL Mertens, the wife of Councilman Ted Mertens. She told me that she and her husband were concerned about the amount of support Mayor Peabody appeared to be generating. She was also upset by information in an anonymous email sent on October 14th by “r haller” to a number of residents. The email first disclosed Mayor Peabody’s 2005 personal bankruptcy and included copies of state and federal tax liens that indicated that he owed over one million dollars in taxes. Mrs. Mertens put me on the phone with her husband, now Councilman Ted Mertens, who was also upset. He told me he was soon going to confront Mayor Peabody about these issues. A few days later, I received another phone call from Mrs. Mertens. She suggested that I send the anonymous “r haller” email out to other Indian Wells residents. I told her that it was my belief that it would not be legal to do so and suggested that if they are so concerned, that they should send out the email themselves. She responded: *“Oh, Ted could never do that”*. (Copy of “r-haller” email attached)

On October 23, 2012 – At the Chamber of Commerce Candidates Forum at the Miramonte Resort, before the program began, I was standing in the back corner of the room. Mr. Peabody, while seated at his chair on the dais, “stared me down” with an angry, threatening and intimidating look on his face for approximately 10 seconds. I had observed his anger and temper a number of times before when he spoke at council meetings as both a citizen and as a candidate. This was the first time I thought that he might have a “vendetta” against me for walking door-to-door to refute a false campaign statement that he was promoting in a flier that said that if re-elected, my candidate, would receive 2.5 million dollars in benefits after leaving office.

Also on October 23rd, 2012, before the IW Chamber Candidates Forum, I went over to the Merten’s publicity table to introduce myself to Mrs. Mertens since I had not met her in person and to console her regarding her worries about Mr. Peabody. I told her that I thought she should not be concerned, that I believed that her husband would win a seat and that Mr. Peabody’s bankruptcy and tax matters would soon be well known since the “r haller” email was already circulating throughout the city and had become a major issue.

After the election, I received another call from Mrs. Mertens. She said that she had heard about a campaign meeting that we had in October and wanted to know who attended the meeting. I told her that I felt it was not proper for me to tell her this and suggested that she simply call my candidate and ask him. She responded: *“Oh, I couldn’t do that”*.

On June 6th, 2013, during the FPPC investigation, I received an email from Mrs. Mertens and responded to her that day with a phone call. She said that she wanted to meet with me to discuss the anonymous mailers and that it was too important to discuss the matter over the phone. She asked me to meet with her the next morning in her home. After giving it more thought, I called her the next morning and declined. She was not happy. She said in an angry voice: *“Well ... we think you know something”*. (Copy of email attached)

On June 11, 2014 – Mr. Peabody sent a letter to Mr. Gary Winuk - FPPC Chief of Enforcement stating that *“other Indian Wells residents were complicit in this behavior and violations”* and that *“another candidate’s entire campaign committee was involved in this malicious behavior”*. (See attached letter to Mr. Gary Winuk)

On June 14, 2014 – Mr. Peabody visited our home with former Councilman Bill Powers and threatened me in front of my wife by stating among other things - (1) *“Multiple lawsuits would soon be filed against numerous residents with subpoenas and depositions that will result in ‘substantial punitive damages’”*. (2) *“A number of former candidates had formed a group and that had been investigating the matter for a long time, but wanted to wait for the FPPC findings to come out before taking action”*, (3) *“Haddon Libby was ‘singing’ and that ‘we have lot’s of evidence including emails between you and Haddon Libby’* (4) *“We are here to give you a ‘head ups’ because we do not want you to be ‘blindsided’ and (5) “We believe that you were involved”*.

On June 19, 2014 – Mr. Peabody (who left for vacation after the June 14th incident) had a statement read at an Indian Wells City Council meeting by Councilwoman Roche stating *“ I will ask the city attorney to ask the sheriff’s department and county district attorney to commence a criminal investigation into the actions of Mr. Libby, Mr. Carter and others not named yet. I believe that laws have been broken”*. *“ (See attached transcribed statement and Roche statement on line on city’s website: 25:10 to 30:50)*

On June 21, 2014 - Former Councilman Bill Powers left a voice mail and later sent an email apologizing for his participation in the June 14th incident in our home. He said in his voicemail: *“Hello, the Nolens. This is Bill Powers. Would you mind giving me a call back at (redacted)? Uh, I watched your comments on City Council, and I have come up with some other things. So I think some of my intel was not correct and I just wanted to let you know that, and apologize for causing you any concern. Okey doke? Thank you. Give me a call, please. Bye!”* (Attached CD of Mr. Powers recorded message and email from Mr. Powers)

On June 27th, 2014 – I filed a request for a restraining order in Palm Springs Superior Court against Mr. Peabody to prevent him from returning to our home to threaten us again. (See attached cover page of Notice of Court Hearing).

On July 7, 9, 10, 2014 - Riverside County Sheriff's Department unsuccessfully attempts to serve Mr. Peabody the Notice of Court Hearing for the scheduled hearing date on July 18, 2012. (See attached Proof of Service and Declaration of Diligence)

On July 17, 2014 – Mayor Peabody came down from his chair on the dais and spoke from the podium acknowledging that he went to our home on June 14th but then continued to attack me with numerous false statements. He said he came to our home to “hopefully have a *discussion* regarding any possible involvement in this matter”. He went on to say: “we wanted to get to the bottom of who was involved in the hit pieces”. He also stated that they came to my home to: “disclose to Mr. Nolen that his name was mentioned in discovery regarding knowledge about the hit pieces”. My name was not mentioned *even once* in the FPPC discovery documents, the stipulation agreement, nor was I *ever contacted* by the FPPC. Even though my wife and I demanded that he stop his false accusations on June 19th and attempted to get a restraining order against him on June 27th with deputies trying to serve him three times, he continued to defame us and harass us in July with full knowledge that we were upset by his threatening behavior. (See attached transcribed statement and online video on city's website: 11:18 to 17:46)

Also at the July 17th, 2014 City Council meeting, when Mayor Peabody came down from his chair at the dais and spoke from the podium, he said: *“That on October 23rd at 6 O'clock before the Indian Wells City council meeting began, Mr. Nolen according to a resident told the resident that Peabody's money tax matter news will be coming out”*. (Transcribed copy of statement attached)

On July 17, 2014 After his comments, Mr. Peabody stared at me from the dais with an angry, intimidating and threatening look on his face on three separate occasions. Resident Denny Booth witnessed Mr. Peabody's actions and sent me the attached email later that same day. (See attached email from Denny Booth)

On July 18, 2014 – My wife and I attended the Restraining Order Hearing in Palm Springs Superior Court. Mr. Peabody did not attend. The hearing date was continued to September 5, 2014

On August 21, 2014 – Mr. Peabody was successfully served his notice to appear in court for the continued Restraining Order hearing date on September 5th. The notice was served in the council chambers just prior to the August 21st council meeting by retired LA Detective Charlene Reming. (See attached Proof of Service)

On August 21, 2014 - Mayor Peabody stared at me from the dais after I disclosed that I sent a letter to Mr. Gary Winuk – Chief of Enforcement at the FPPC on July 29th, 2014 concerning the two emails I received during the campaign from Haddon Libby that were not given to the FPPC by Libby and were not a part of the discovery documents. Resident Rocky Randall took a photo of Mr. Peabody staring at me and later sent me an email with the photo and her statement (See attached email from Rocky Randall)

On September 5, 2014 – Mr. Peabody attended the Restraining Order Hearing at Palm Springs Superior Court. He first stated to Commissioner Mickie Reed “I don’t know why I am here”. But later, when reading a letter from Bill Powers, stated that I “became agitated” on June 14th when he was in my home. Commissioner Reed denied the request for the restraining order stating “ We only have one incident” referring to the incident in my home. She said the law requires a “course of conduct “consisting of more than one act” even though we provided evidence of two incidents of Mr. Peabody staring at me at council meetings on 7/17 and 8/21/14. (Copies of the court transcript and the letter from Bill Powers are a part of the court record).

Several weeks ago, I called Mr. Powers to see if he would comment on what he meant by “other things to say” and to ask him who gave him the incorrect “intel” prior to his visit to our home. He has not returned my call.

Attached are copies of three emails from Mrs. Mertens sent to an IW resident on 6/16 & 17/14 (just days after the incident in our home) concerning the FPPC investigation. As you will see from the emails, Mrs. Mertens states : “I have completed my review of the mailings”, “My review was separate from the FPPC’s and mine is much more extensive”, and “It indicates others culpable not listed or exposed by the FPPC’s Libby’s Stipulation and Exhibit 1”. (See attached emails)

My wife and I believe that Mrs. Mertens and Councilman Mertens are the source of the incorrect “intel” that Mr. Powers referred to in his voice message. Mrs. Mertens was, without question, the source of the incorrect information given to Mayor Peabody regarding my comments to her at the 10/23/12 Chamber Candidates Forum.

The incident in our home and the other related incidents listed above has caused us many sleepless nights, high blood pressure and a serious concern for our health, safety and wellbeing. An elected official should never, ever go to a private home of a resident threatening criminal and civil lawsuits with “substantial punitive damages, making false statements that he has “lot’s of evidence” while waving a manila envelope at him and then falsely accusing the resident by stating “We believe that you were involved”.

Sincerely,


Randy Nolen

From: r haller [mailto:20rhaller@gmail.com]
Sent: Sunday, October 14, 2012 12:07 PM
To: 20rhaller@gmail.com
Subject: Ty Peabody apparently owes \$1Million

Ty Peabody (Edward Taylor Peabody) apparently owes money! Over \$1 million in Federal and State Tax Liens. (See attachment for copies of liens)
This, of course, is important information to know.

Forward this e-mail if you so desire.

- Verified public records and court documents at Riverside County Recorder's Office indicate Federal IRS and State Tax Liens are UNPAID and outstanding in the name of Edward Taylor Peabody listing the address of 76471 Pala Palms Drive, Indian Wells, Calif. The amounts are in excess of \$1 Million dollars. Information appears accurate.

- Significant business and personal financial issues

- Business acumen and financial responsibility? Appears to be lacking!

- Ty's platform states "the man (Ty) that will stay on a fiscally sound course and integrity paired with fiscal responsibility."

WHERE is HIS fiscally sound course and integrity paired with HIS fiscal responsibility?

- As for integrity, he obviously is lacking in that trait too. He should have disclosed his troubled financial past in detail.

Experience in failed businesses resulting in such a massive amounts of IRS and STATE TAX LIENS does not give Ty a pass to become an expert on restaurants and fiscal responsibility. Records showing these liens represent years of failed businesses and demonstrates a core value problem of paying your bills responsibly - not trying to escape them.

- Los Angeles County lists recorded TAX LIENS on TY (Edward T Peabody) of unknown amounts. Documents numbers: 2007-2044849, 2007-0413459, 2007-2396695

- Of note: California Secretary of State's website lists Ty Peabody's (Edward Taylor Peabody) name on many SUSPENDED corporations such as: California Fresh Deli, Good Food Fast Companies, Progressive Pizza Trends, Bread Company of La Jolla, Johnnie's Palm Desert, Inc., Johnnies New York Café Pizzeria, too numerous to list all

- Of note: Ty is NOT a property owner in Indian Wells. He deeded his house at 76471 Pala Palms to Valerie Erwin on 1/04/2006.

- PARTIAL LIST OF FED & STATE TAX LIENS, document numbers, dates, amounts

12/19/2005	2005-1043545	CA TAX LIEN	\$137,361.50
01/04/2006	2006-0004301	HOUSE DEEDED TO VALERIE ERWIN	
05/30/2007	2007-0355090	FEDERAL IRS TAX LIEN	\$640,330.46
04/15/2005	2005-0295430	NOTICE OF ATTACHMENT	\$55,018.00
06/26/2007	2007-0413459	CA TAX LIEN	\$52,186.88
08/21/2007	2007-0537947	CA TAX LIEN	\$216,852.08
10/18/2007	2007-0643707	CA TAX LIEN	\$77,655.13
01/16/2004	2004-0031826	ABSTRACT JUDGMENT	\$195,481.69
12/30/2005	2005-1079564	BANKRUPTCY ORDER	\$153,929.52
12/30/2005	2005-1079565	2 ND BANKRUPTCY ORDER	\$55,018

Total \$1,165,938.10 UNPAID FEDERAL IRS AND CA STATE TAX LIENS

0355090

Selected Image

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE
PO BOX 145585 STOP 84200
CINCINNATI OH 45250 8585

DOC # 2007-0355090
25/30/2007 08 00A Fee: 7 00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W Ward
Assessor, County Clerk & Recorder



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For Optional Use by Recording Office

Form 668 (Y)(c)

3225 Department of the Treasury - Internal Revenue Service

(Rev. February 2002)

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA 47

Serial Number

Lien Unit Phone: (800) 913 6050

164917407

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer: EDWARD T PEABODY

Residence: 76471 PALM PALMS DR
INDIAN WELLS, CA 92210

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refuted by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	09/30/2002	XXX-XX-7382	06/06/2005	07/06/2015	65790.50
6672	12/31/2002	XXX-XX-7382	06/06/2005	07/06/2015	72265.34
6672	01/31/2003	XXX-XX-7382	11/08/2004	12/08/2014	70921.10
6672	06/30/2003	XXX-XX-7382	11/08/2004	12/08/2014	86494.98
6672	09/30/2003	XXX-XX-7382	11/08/2004	12/08/2014	96559.70
6672	12/31/2003	XXX-XX-7382	11/08/2004	12/08/2014	75403.37
6672	01/31/2004	XXX-XX-7382	11/08/2004	12/08/2014	85842.00

Local market

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7
Lien Unit Phone: (800) 913-6050

Serial Number
364917407

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer EDWARD T. PEABODY

Residence: 76571 PALM PALMS DR
INDIAN WELLS, CA 92210

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6672	09/30/2002	XXX-XX-7382	06/06/2005	07/06/2015	65780.50
6672	12/31/2002	XXX-XX-7382	06/06/2005	07/06/2015	72265.34
6672	03/31/2003	XXX-XX-7382	11/08/2004	12/08/2014	70971.30
6672	06/30/2003	XXX-XX-7382	11/08/2004	12/08/2014	86494.98
6672	09/30/2003	XXX-XX-7382	11/08/2004	12/08/2014	96559.70
6672	12/31/2003	XXX-XX-7382	11/08/2004	12/08/2014	75423.37
6672	03/31/2004	XXX-XX-7382	11/08/2004	12/09/2014	85542.00
6672	06/30/2004	XXX-XX-7382	06/06/2005	07/06/2015	60329.65
6672	12/31/2004	XXX-XX-7382	03/19/2007	04/18/2017	366.73
6672	03/31/2005	XXX-XX-7382	03/19/2007	04/18/2017	26596.89

Place of Filing: COUNTY RECORDER
RIVERSIDE COUNTY
RIVERSIDE, CA 92502-0751

Total \$ 640330.46

This notice was prepared and signed at LOS ANGELES, CA on this 14th day of May, 2007.

Signature: *R. A. Mitchell*
for M. SOUSA

Title: REVENUE OFFICER
(909) 388-8153
27-07-3332

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-456, 1971-2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO. 60025X

Subject: From JL Mertens
From: Mertens (4tmjm@verizon.net)
To: randy@randynolenartists.com;
Date: Thursday, June 6, 2013 10:28 AM

Hi Randy, hope all is well. Was wondering if we could grab a cup of java as I need to talk to you. When? Am free today and tomorrow. JL 760 776 8186

EDWARD TY PEABODY
76471 Pala Palms Drive
Indian Wells, California 92210
714-742-3945

June 11, 2014

Gary Winuk
Chief of Enforcement
Fair Political Practices Commission
428 J Street, Suite 620
Sacramento, CA 95814

Dear Mr. Winuk,

I just want to thank you for finally taking action against Mr. Libby and naming Mr. Carter and Mrs. Miller as co-conspirators in the malicious actions against six other candidates in the 2012 Council election in Indian Wells. As I am sure you are aware, other Indian Wells residents were complicate in this behavior and violations. Another candidate's entire campaign committee was involved in this malicious behavior, yet there is no mention of them in your stipulation. What I don't understand is why you reduced Mr. Libby's fine since he committed all of the violations in Regulation 18361.5 subdivision (d)(1) and (6) including:

- Intent to deceive the voting public.
- Committing a serious violation of the law.
- The action was deliberate and negligent.
- Committed an action with "malicious intent" to destroy one's reputation/integrity to win an election.

To quote your opinion, "the failure to provide proper identification on a mass mailer is a serious violation of the act." Because Mr. Libby "demonstrated good faith in consulting with the commission staff" does not condone such vicious actions on Mr. Libby's part. He only cooperated because he was caught! We know Mr. Libby gave you in writing other names and facts, yet they do not appear in your decision.

There should be no sympathy on the part of the FPPC considering the deceitful slanderous and malicious actions of Mr. Libby and those associated with Mr. Libby.

Sincerely,



Edward Ty Peabody
City Councilor of Indian Wells

Mayor Pro Tem Peabody's 6/19/14 statement to Indian Wells City Council (read by Councilwoman Mary Roche)

I think it is unfortunate that certain people think an Indian Wells council seat is so important that they are willing to attack fellow candidates with "malicious intent" to destroy ones reputation in order to win an election. The malicious, slanderous and defamatory "hit pieces" of 2012 caused my wife and I am sure the wives of other candidates heartache and unnecessary embarrassment. Just as when Mr. Libby's wife spoke in front of the council regarding her husband losing his job and the sympathy she received from those in the audience including myself, did Mr. Libby and his fellow co-conspirators show the same compassion towards his fellow six candidates and their families? No. He and others, including Mr. Carter, maliciously attacked these candidates, spreading lies and making false accusations without any consideration for the truth. He and others were only interested in winning and any cost. Mr. Libby and Carter are only a part of a "group" who committed these malicious actions and now that the FPPC has started the process of getting to the truth, the others associated with this malicious behavior can be disclosed.

I will ask the city attorney to ask the sheriff's department and the county district attorney to commence a criminal investigation into the actions taken by Mr. Libby, Carter and others not named yet. I believe that laws have been broken.

Finally, I fully intend to protect my name and reputation against this malicious attack.

I will not speak to these "hit pieces" again in public but will pursue this matter privately and within the legal system.

Subject: RE: your phone message today
From: William Powers (wpowers@dc.rr.com)
To: randynolenartists@yahoo.com.
Date: Saturday, June 21, 2014 3:49 PM

Good afternoon,

My call was just to apologize if I caused you some concerns. That's all.

Have a nice day,

Regards, Bill

From: Randy Nolen [mailto:randynolenartists@yahoo.com]
Sent: Saturday, June 21, 2014 11:36 AM
To: Bill Powers
Subject: your phone message today

Mr. Powers,

We received your phone message today and request that you put whatever comments you have in writing and send them to us via email or letter.

Randy and Kay Nolen

Clerk stamps date here when form is filed.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 27 2014

L. MICKELSON

1 Person Seeking Protection

a. Your Full Name:

RANDALL FRANCIS NOLEN

Your Lawyer (if you have one for this case):

Name: _____ State Bar No.: _____

Firm Name: _____

b. Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.):

Address: 75-809 PALM SHADOW DR

City: INDIAN WELLS State: CA Zip: 92210

Telephone: 760-837-1325 Fax: _____

E-Mail Address: RANDYNOLENARTISTS@YAHOO.COM

Fill in court name and street address:

Superior Court of California, County of Riverside
3255 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Court fills in case number when form is filed:

Case Number
PSC **14 03467**

2 Person From Whom Protection Is Sought

Full Name: EDWARD TY PEABODY

The court will complete the rest of this form.

3 Notice of Hearing

A court hearing is scheduled on the request for restraining orders against the person in ② :

Hearing Date	Date: <u>7/18/14</u>	Time: <u>1:30 pm</u>	Name and address of court if different from above:
	Dept.: <u>PSB</u>	Room: _____	<u>Palm Springs Court</u>
			<u>3255 Tahquitz Canyon Way</u> <u>Palm Springs, CA 92262</u>

4 Temporary Restraining Orders (Any orders granted are on Form CH-110, served with this notice.)

a. Temporary Restraining Orders for personal conduct and stay-away orders as requested in Form CH-100, Request for Civil Harassment Restraining Orders, are (check only one box below):

- (1) All **GRANTED** until the court hearing.
- (2) All **DENIED** until the court hearing. (Specify reasons for denial in b, below.)
- (3) Partly **GRANTED** and partly **DENIED** until the court hearing. (Specify reasons for denial in b, below.)



ATTORNEY (Name and Address): Randall F. Nolen 75309 Palm Shadow Dr. Indian Wells, CA 92210 E-MAIL: ATTORNEY FOR: in propria persona	SBN: (760) 837-1325 FOR COURT USE ONLY
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Riverside County Superior Court 3255 E. Tahquitz Canyon Way Palm Springs, CA 92262 Palm Springs	
PLAINTIFF: Randall Francis Nolen DEFENDANT: Edward Ty Peabody	COURT CASE NO.: PSC1403467
Proof of Service	LEVYING OFFICER FILE NO.: 2014302010

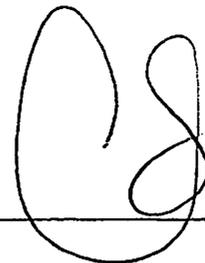
1. At the time of service, I was at least 18 years of age and not a party to this action.
2. I received the following papers on: **7/3/2014**
 - f. other (specify documents):
ATT CH-100, Civil Case Cover Sheet, How Can I Respond to a Request for Civil Harassment Restraining Orders? CH-120 INFO, How Do I Turn In or Sell My Firearms? CH-800 INFO, Notice of Court Hearing- CH-109, Proof of Firearms Turned In or Sold - CH-800, Proof of Service by Mail, Request for Civil Harassment Restraining Orders - CH-100, Response to Request for Civil Harassment Restraining Orders - CH-120
3. After due search, careful inquiry and diligent attempts at the dwelling house or usual place of abode and/or business, I have been unable to make personal delivery of said process on the following person(s) herein named, to wit:

Edward Ty Peabody
76471 Pala Palms Dr.
Indian Wells, CA 92210
4. See attached "Declaration of Diligence", incorporated herein by reference.
7. Person who attempted service:
 - a. Name: **C. Reynaga, Deputy**
 - b. Address: **Sheriff's Civil Division - East 46200 Oasis St., Rm. B15 Indio, CA 92201**
 - c. Telephone Number: **(760) 863-8255**
 - d. The fee for service was: **\$35.00**
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Monday, July 14, 2014

Hearing: **07/18/2014 01:30 PM in Dept/Div: PS3**

 Sheriff's Authorized Agent
 Stanley Sniff, Sheriff - Coroner



Remarks **This Service was unsuccessful because defendant was not found**

Mayor Pro Tem Peabody's 7/17/14 statement to Indian Wells City Council

Mr. Mayor, City Council. My name is Ty Peabody. I am a resident 15 years of the City of Indian Wells. Before I start, my wife has yielded her time to me so that I can discuss what I am going to discuss, In October of 2012 over 10,000 targeted pieces were distributed in Indian Wells on six candidates. I went before the council at that time, as a resident and stated that I would pursue those that were involved both in civil court and criminally and once it was discovered who it was who participated in those deceitful, misleading, slanderous and hurtful pieces affecting not only the six candidates, but their families. As it turned out in the FPPC finding and related discovery documents, these pieces were sent out for three reasons: To destroy and to put into question the reputation and integrity of the six candidates, to slander the six candidates with malicious intent, and to win at all costs a seat on the city council. Since October of 2012 I have repeatedly stated my intentions to pursue this matter civilly and criminally until every person involved is exposed. We are at that point.

On June 14th myself as a citizen of the city and Mr. Bill Powers, visited a Mr. Randy Nolen's house to hopefully have a discussion with him regarding any possible involvement in this matter. Mr. Nolen almost enthusiastically invited us into his house and even asked us if we would like a drink. Why did he invite us into his house if he thought we were going to threaten him? He knew we were coming to his house. At the council meeting on June 18th, Mr. Nolen and his wife, conveniently showed up at a council meeting knowing I would not be there and cast dispersions on Mr. Powers and myself. If I were to use three words to describe his diatribe, they would be dramatic, self-serving and exaggerated. Our meeting with Mr. Nolen and his wife lasted between 5 and 10 minutes and at no time was Mr. Nolen threatened. In fact, the way we opened the discussion was that we wanted to get to the bottom of who was involved in the hit pieces and disclose to Mr. Nolen that his name was mentioned in discovery regarding knowledge about the hit pieces, not about doing the hit pieces. He stated that he had no involvement and would take a lie detector test to which I replied that was not necessary. I did tell Mr. Nolen as we were leaving that I did intend to pursue criminally and civilly against those who participated in this malicious and slanderous act. In order to have full and honest disclosure, Mr. Nolen should have disclosed the following: He rents a house from city council member Doug Hanson, he was on Mr. Hanson's campaign committee, that during our discussion on the 14th Mr. Nolen on five occasions stated on his own without any question from us that Doug Hanson had nothing to do with the hit pieces. On each occasion, I told Mr. Nolen that we weren't there to discuss Mr. Hanson. What was particularly strange about this was that the first time he said this was at his front door, before any questions were asked by myself or Mr. Powers. Why do you think he blurted

it out before any discussion? Number 4, that he videotaped for Mr. Hanson a debate on October 17th 2012 which Mr. Hanson did not attend. That On October 19th, 2012 he told a resident that Mr. Hanson, consisting of Mr. Pope and Mr. Nolen were meeting on Saturday October 20th to discuss "Peabody tax matter". That on the 22nd at 10:11am, Mr. Pope email regarding Peabody was forwarded to Haddon Libby with a message "Haddon this is the information we need to get out on the flier regarding Peabody". That on October 23rd at 6 O'clock before the Indian Wells City council meeting began, Mr. Nolen according to a resident told the resident that Peabody's money tax matter news will be coming out. Postcards were sent out on October 25th. As Mr. Powers and I surmised when we left Mr. Nolen a call would be forth coming from Mr. Nolen and those who were involved to discuss our visit. It would not be unreasonable to theorize that Mr. Nolen's appearance before the council was staged in an effort to deflect the FPPC findings and related discovery documents. One of these strategies was to ask the court to have a restraining order issued against me, without notification to me, and the court denied it. In my 71 years no one has ever taken such an action against me. It would have been much easier for those involved in these hit pieces to "Man Up" and apologize in public to the six candidates. This has not happened. There is no place in this wonderful city for this type of gutter politics and it should not be condoned. I ask is it worth winning a city council seat by defaming, slandering people with falsehood with lies and malicious intent? Mr. Powers has done some much for this city, the valley as a whole and didn't deserve this attack. Because of this dirty politics, do we really know who would have won, based on a clear election. Maybe I wouldn't have won, maybe Mr. Hanson wouldn't have won, maybe Mr. Powers would have won. This was an unnecessary tarnishment of the city's image. I went bankrupt in 2005 and fully disclosed such bankruptcy on numerous occasions prior to and thereafter. That was not good enough for this group it was about winning at all costs. Since Mr. Nolen had a similar bankruptcy I would have hoped he would have had more compassion. Finally you should ask yourself if you were defamed with malicious intent and your reputation was smeared and your family was embarrassed for reasons except to win and election "What would your recourse be? To turn the other cheek? I doubt it. I am acting as a citizen, This has nothing to do with the city or the city council. Thank

Subject: Indian Wells City Council Meeting July 17, 2015

From: [REDACTED]

To: RandyNolenArtists@yahoo.com;

Date: Thursday, July 17, 2014 5:57 PM

Randy,

Attending the Indian Wells City Council meeting that you and your wife also attended, I could not believe what was happening. Especially the visceral reactions of council members' and residents' comments. And Ty Peabody leaving his council seat to make a six minute (his 3 minutes plus his wife's 3 minutes) public comment regarding you by name.

Sitting near you, I had occasion to see Ty Peabody stare at you a few times, while he was sitting at the Council Dais. And at which time while sitting there making comments about you by name.

I wonder if the Desert Sun will comment about how Doug Hanson held his own against personal attacks from his other council members.

Denny Booth

CH-200**Proof of Personal Service**

Clerk stamps date here when form is filed.

1 Person Seeking ProtectionName: RANDALL F. NOLEN**2 Person From Whom Protection Is Sought**Name: EDWARD TY PEARBODY**3 Notice to Server**

The server must:

- Be 18 years of age or older.
- Not be listed in items ① or ③ of Form CH-100.
- Give a copy of all documents checked in ④ to the person in ②. (You cannot send them by mail.) Then complete and sign this form and give or mail it to the person in ①.



Fill in court name and street address:

Superior Court of California, County of
RIVERSIDE
3255 E. TAQUITZ WAY
PALM SPAINGS, CA
92210

Court fills in case number when form is filed.

Case Number:

PSC 1403467**PROOF OF PERSONAL SERVICE****4** I gave the person in ② a copy of the forms checked below:

- a. CH-109, Notice of Court Hearing
- b. CH-110, Temporary Restraining Order
- c. CH-100, Request for Civil Harassment Restraining Orders
- d. CH-120, Response to Request for Civil Harassment Restraining Orders (blank form)
- e. CH-120-INFO, How Can I Respond to a Request for Civil Harassment Restraining Orders?
- f. CH-130, Civil Harassment Restraining Order After Hearing
- g. CH-800, Proof of Firearms Turned In, Sold, or Stored (blank form)
- h. Other (specify): 7 PAGES - AMENDMENTS TO CH-100 REQUEST FOR CIVIL HARASSMENT RESTRAINING ORD.

5 I personally gave copies of the documents checked above to the person in ②:a. On (date): 8/21/14 b. At (time): 1:15 a.m. p.m.c. At this address: 44-950 ELDORADO DRIVECity: INDIAN WELLSState: CAZip: 92210**6 Server's Information**Name: CHARLENE REMINGAddress: 76376 SWEET PEA WAYCity: PALM DESERT, CAState: CAZip: 92211Telephone: 9221

(If you are a registered process server):

County of registration: _____

Registration number: _____

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: 8/21/2014

Type or print server's name

Server to sign here



Compose

Navigation icons: back, forward, delete, move, spam, more, collapse all

Up, down, close icons

- Inbox
- Drafts
- Sent
- Spam (1)
- Trash
- ▼ Folders
- 0
- 1 - legal issues
- 1 Reggie eblast respo...
- A + leads
- A SB condolences
- AAA Auto Policy
- AAA Project
- airfares
- Anthem Blue Cross
- Ardan James
- Aspen Community Ch...
- Atmosphere
- ATT
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- bureaus and agents
- [Redacted]
- [Redacted]
- [Redacted]
- Comtrack Logistics
- Conference Calling
- Cordillera Lodge
- Cory
- Craigs List
- custom videos
- custom video references
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- Drafts
- [Redacted]
- Encore News Letter
- [Redacted]
- FedEx
- Friends and Family
- [Redacted]
- Golden Rule
- google adsense
- [Redacted]

??????(4)

Rocky Randall
To Me

Aug 27 at 6:12 PM

Dear Randy,

What in the world is going on? I can't believe how Ty Peabody couldn't stop staring at you during the city Council meeting on Thursday. That was really so obvious that he had some problem with you. You'll have to fill me in on what's happening later, when I'm back in town. Give my love to Kay.



Rocky

Sent from my iPhone

Reply, Reply All or Forward | More

From: JL Mertens [mailto:startswithswimming2@yahoo.com]
Sent: Monday, June 16, 2014 2:56 PM
To: [REDACTED]
Subject: FPPC Matter

Hi [REDACTED]

Here is a copy of an e-mail you sent to me back on March 19, 2013.

I have completed my review of the mailings of the four "hit pieces" received by 10,393 residents during the campaign of 2012. I am sure you read the article in *The Desert Sun* citing the proposed FPPC agenda for the June 19th meeting in Sacramento.

The newspaper article left out many facts. And, the FPPC's stipulation appeared limited to me. My review was separate from the FPPC's and mine is much more extensive. It indicates others culpable listed or exposed by FPPC's Libby's Stipulation and Exhibit 1. Have you received a copy? It is on-line at the FPPC website. The statute of limitations is 5 years so I am not sure what will happen if anyth

Hope this answers your questions. [REDACTED]

JL

From: JL Mertens [mailto:startswithswimming2@yahoo.com]
Sent: Tuesday, June 17, 2014 7:44 AM
To: [REDACTED]
Subject: Re: FPPC Matter.

Hi [REDACTED]

In TDS article, did you read Steffani Miller's name along with Ed Carter and Haddon Libby? One has to read Exhibit 1 included in the Stipulation to see the names mentioned by the FPPC.

I am not sure what you "heard" or to what you are referring. Sometimes rumors and/or speculation may be overlooked as NOT being factual when one is determined to believe otherwise. This was a detailed review process and I hope you keep an open mind.

It is important to me that this type of campaigning never happens to Indian Wells residents again. I am sure you will agree.

By the way, my review of these anonymous mailings and my supporting evidence is credible and I stand by it.

Again, hi to [REDACTED]

JL

From: JL Mertens [mailto:startswithswimming2@yahoo.com]
Sent: Tuesday, June 17, 2014 5:08 PM
To: [REDACTED]
Subject: Reduced comfort level

[REDACTED]

The FPPC is limited in enforcing our California Codes in regards to the Political Reform Act. I know what I am doing and my review and scope of information is different from the FPPC's. It doesn't mean they need to be privy to my work product. It doesn't mean their facts are wrong or incomplete. Please don't put words in my mouth. It simply means I have more. The time will come on my terms. And, I have no involvement or interest in your concerns about our City Government as you wrote in paragraph 4 of your last e-mail. Please keep me out of it and do what you want to do. After our talk at tennis in 2013, I thought we were on the same page. Unfortunately, I may have misjudged that talk. I am so sorry but I am no longer comfortable communicating with you by e-mail.

JL

Special City Council Meeting Minutes

Wednesday, December 17, 2014

4:15 p.m.

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



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

Mayor Peabody convened the Special Meeting of the City Council of the City of Indian Wells at 4:15 p.m. on December 17, 2014 in the City Hall Executive Conference Room.

A motion was made by Mayor Pro Tem Reed, seconded by Council Member Balocco, to Excuse Council Member Hanson from this meeting as he is a Plaintiff in Closed Session Item #4A being discussed at today's meeting. The motion carried by the following vote:

AYES: 4 – Peabody, Reed, Balocco, Mertens

NOES: 0

EXCUSED: 1 – Hanson

PRESENT: 4 – Mayor Ty Peabody, Mayor Pro Tem Dana Reed, Council Member Richard Balocco, Council Member Ted J. Mertens

EXCUSED: 1 – Council Member Douglas Hanson

2. APPROVAL OF THE FINAL AGENDA

A motion was made by Council Member Mertens, seconded by Mayor Peabody to Approve the Agenda as Submitted. The motion carried by the following vote:

AYES: 4 – Peabody, Reed, Balocco, Mertens

NOES: 0

EXCUSED: 1 – Hanson

3. PUBLIC COMMENTS

None.

4. CLOSED SESSION

At 4:16 p.m. Mayor Peabody stated the City Council would hold a Closed Session to discuss the following agenda item.

- A. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): Douglas Hanson v. City of Indian Wells, et al, California Superior Court, Riverside County, Case No. PSC 1405730.

At 5:03 p.m. Mayor Peabody stated there was no reportable action taken on this item.

5. ADJOURNMENT

At 5:04 p.m. Mayor Peabody ADJOURNED to a special meeting of the City Council to be held at 9:00 a.m. on December 18, 2014, thereafter to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on December 18, 2014 in the City Hall Council Chambers.

Respectfully submitted,

Wade G. McKinney, City Manager/City Clerk

Special Council Meeting Minutes

Thursday, December 18, 2014

9:00 AM

44-950 Eldorado Drive, Indian Wells



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 FROM BEFORE THE MEETING BEGINS AND GIVE IT TO THE CITY CLERK. WHEN THE MAYOR HAS RECONIZED YO, PLEASE COME FORMWARD 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 NEING RECONIZED BY THE MAYOR. ANY PUBLIC RECORD, RELATING TO AN OPEN SESSION AGENDA ITEM, THAT IS DISTRIBUTED WITHING 72 HOURS PRIOR TO THE MEETINGS 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 Peabody convened the Special Meeting of the City Council at 9:01 a.m. on December 18, 2014 in the City Hall Executive Conference Room.

Present: 5 - Peabody, Reed, Balocco, Hanson, Mertens

2. APPROVAL OF THE FINAL AGENDA

It was the CONSENSUS of the Council to Approve the agenda as submitted.

3. PUBLIC COMMENTS

None.

4. GENERAL BUSINESS**A. Interview and Discussion of Applicants to Coachella Valley Mosquito and Vector Control Board**

City Council interviewed the two applicants for the Coachella Valley Mosquito and Vector Control Board, Mr. Howard Klein and Mr. Nick Nigosian. The appointment to the Coachella Valley Mosquito and Vector Control Board would take place at the City Council Meeting at 1:30 p.m. this afternoon.

B. Annual Review of Regulation/Policy Pertaining to FPPC Gift Restrictions, City Ticket Distribution Policy, and City Campaign Contribution Report Requirement

City Attorney Steve Deitsch reviewed the FPPC Gift Restrictions regulation, the City's Ticket Distribution Policy and the City's Campaign Contribution Report requirement. Mr. Deitsch stated the dollar limit for reporting gifts to the FPPC will increase to \$460 in 2015. In answer to a question raised, Mr. Deitsch stated Christmas gifts could be reportable.

There was discussion relating to narrowing the City's disclosure period for Council Members to disclose at a Council meeting any campaign contributions received by a person/organization appearing before the Council.

Council Member Balocco stated a one year reporting period would be more reasonable. It was noted that "PAC" contributions were also included in that rule.

C. Discussion and Direction Relating to Various Internal and External Committees and 2015 Council "Draft" of Council Assignments

Council Member Hanson stated under the advice of City Attorney Stephen Deitsch, he will recuse himself and leave the room during this agenda item. Council Member Hanson stated his attorney and two attorneys from other cities have advised him otherwise indicating that he does not need to recuse himself and leave the room on this item. Mr. Hanson further stated he has requested the City delay this agenda item and revise this item, with both requests being turned down.

It was determined that Council Member Hanson would remain in the room to discuss the following: the history of the various committees; whether or not to maintain the two Ad Hoc Committees; whether to continue to have two Council representatives on the Indian Wells Golf Resort Advisory Committee and the Community Activities Committee. City Manager Wade McKinney stated because the Ad Hoc Committees of have projects which are about to, or have concluded, it is recommended that those Ad Hoc Committees be dissolved.

It was determined to dissolve the following Ad Hoc Committees; Indian Wells Crossing Development, Tennis Stadium and Indian Well Village Undergrounding; and

to MAINTAIN two Council non-voting/liaison representatives on the Indian Wells Golf Resort Advisory Committee and the Community Activities Committee; and

to APPROVE scheduling of the annual committee applicants interviews for May 7, 2015.

A motion was made by Council Member Mertens, seconded by Council Member Balocco, to APPROVE this recommendation. The motion carried by the following vote 5-0.

AYES: 5 - Peabody, Reed, Balocco, Hanson and Mertens

NOES: 0 - None

Council Member Hanson left the Executive Conference Room at 10:03 a.m.

Mayor Peabody called for a short break.

Mr. Tom Connor, resident, questioned the reasoning for the non-participation, non-voting role of a Council representative at resident Committees. Mr. Connor was informed the Council representative's role is to report back to the entire Council.

Mr. Andy Elchuck, resident, questioned why there is a conflict of interest by Council Member Hanson as to the current litigation with the City and the fact that Mr. Hanson would merely be in the room. Mr. Elchuck was informed that the FPPC states that merely being present his body language and other means, may influence decisions that would

need to be made.

It was determined that Mayor Pro Tem Reed and Council Member Balocco would choose assignments of committees that had been held by former Council Members Roche and Mullany. Council Member Mertens stated he would take the Coachella Valley Mountains Conservancy and Mayor Pro Tem Reed stated he would take Mayor Peabody's Coachella Valley Homelessness Committee since Mayor Peabody has taken two extra committee assignments as Mayor.

Mayor Pro Tem Reed chose the following Committees: Riverside County Transportation Commission; CVAG Transportation, California JPIA, Cove Communities Services Commission, Jacqueline Cochran Regional Airport Commission, CVAG Homelessness and Coachella Valley Animal Campus.

Council Member Balocco chose the following Committees: Indian Wells Golf Resort Advisory Committee, Marketing Committee, Cove Communities Services Commission, Tee Committee, Indian Wells Public Safety Committee, CVAG Energy and CVAG Coachella Valley Conservation Commission.

The 2015 Council assignments will be agendized at the January 22, 2015 Council meeting for approval.

5. ADJOURNMENT

At 10:22 a.m. Mayor Peabody ADJOURNED to a regularly scheduled afternoon session meeting of the City Council to be held at 1:30 p.m. on December 18, 2014 in the City Hall Council Chambers.

Respectfully submitted,

Wade G. McKinney, City Manager/City Clerk

City Council

Meeting Minutes

Thursday, December 18, 2014

1:30 PM

44-950 Eldorado Drive, Indian Wells



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 FROM BEFORE THE MEETING BEGINS AND GIVE IT TO THE CITY CLERK. WHEN THE MAYOR HAS RECONIZED YO, PLEASE COME FORMWARD 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 NEING RECONIZED BY THE MAYOR. ANY PUBLIC RECORD, RELATING TO AN OPEN SESSION AGENDA ITEM, THAT IS DISTRIBUTED WITHING 72 HOURS PRIOR TO THE MEETINGS 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 Peabody convened the City Council of the City of Indian Wells at 1:30 p.m. on January 8, 2015 in the City Hall Council Chambers.

Present: 5 - Mayor Peabody, Mayor Pro Tem Reed, Council Member Balocco, Council Member Hanson, Council Member Mertens

2. APPROVAL OF THE FINAL AGENDA

A motion was made by Council Member Mertens, seconded by Council Member Balocco, to Approve the Agenda as Submitted. The motion carried by the following vote:

AYES: 5 - Peabody, Reed, Balocco, Hanson, Mertens

NOES: 0

3. APPROVAL OF MEETING MINUTES

A motion was made by Council Member Balocco, seconded by Mayor Pro Tem Reed, that the Minutes be Approved. The motion carried by the following vote:

AYES: 5 - Peabody, Reed, Balocco, Hanson, Mertens

NOES: 0

A. December 4, 2014 Regular Meeting Minutes

B. December 5, 2014 Special Meeting Minutes

4. PRESENTATIONS AND PROCLAMATIONS

A. Proclamation Recognizing Bruce Underwood for His Service on the Coachella Valley Mosquito and Vector Control Board

Mayor Peabody presented to Bruce Underwood a proclamation for his service as a City Representative to the Coachella Valley Mosquito and Vector Control Board for the last eight years. Mr. Underwood thanked the City for the proclamation and quoted a Basketball Coach, Jim Valvano, with the words of "think, laugh or cry every day."

5. PUBLIC COMMENTS

Ms. Linda Blank, resident, announced the "Galen 5K Race/Walk" will occur on Saturday, December 27, 2014 and encouraged City Council and residents to participate. Ms. Blank stated three Indian Wells businesses are event sponsors.

Mr. Randy and Kay Nolen, residents, read from a statement regarding Ty Peabody and Bill Powers visit to his residence in the summer of 2014 in relation to the 2012 election campaign issues.

Mr. Denny Booth, resident, commented on the recent resident's night at the Living Desert Wildlights, and questioned a letter he received from Ted Mertens and the possible investigation of Douglas Hanson by the County District Attorney's Office.

6. CONSENT CALENDAR

Mr. Andy Elchuck, resident, requested Consent Calendar Item #6D be pulled from the Consent Calendar for further information.

Mayor Pro Tem Reed stated on advice of Counsel, he will recuse himself from voting on Consent Calendar Item #6G, City Warrants & Demands, because one or more of the payees are clients of his law firm and therefore are a source of income to him.

- A.** Adopt Resolution Reducing Coachella Valley Multiple Species Habitat Conservation Plan Mitigation Fee and Finding the Project Exempt from CEQA

It was determined to ADOPT Resolution No. 2014-45 [Resolution Bill No. 2014-50] to read as follows:

RESOLUTION NO. 2014-45

A RESOLUTION OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADOPTING THE LOCAL DEVELOPMENT MITIGATION FEE SCHEDULE APPLICABLE TO NEW DEVELOPMENT WITHIN THE CITY OF INDIAN WELLS

This Resolution was Adopted.

- B.** Approval and Authorization for City Council Members Attendance at 2015 Events

It was determined to APPROVE the attendance of Council Member(s) to the events identified in the staff report; and

AUTHORIZE any normal and reasonable reimbursement of expenses incurred by an Council Member for the events identified in the staff report.

This Recommendation was Approved.

- C.** Approve Supplemental Budget Appropriation in the Amount of \$1,598 for Los Lagos Drainage Improvements Project

It was determined to APPROVE a supplemental budget appropriation to the City's Capital Improvement Fund in the amount of \$1,598 for the Los Lagos Drainage Improvements Project.

This Recommendation was Approved.

- E.** Approve Change Order in the Amount of \$19,257.60 for Ensemble Travel Group Event

It was determined to APPROVE the change order in the amount of \$19,257.60 to the Indian Wells Golf Resort for the familiarization (FAM) Ensemble Travel Group event in October 2014.

This Recommendation was Approved.

- F.** Approve Requisition in the Amount of \$2,713,349 to Riverside County Fire Department for Fiscal Year 2014-15 Fire Protection, Fire Prevention, Rescue, and Medical Aid Services

It was determined to APPROVE the requisition in the amount of \$2,713,349 to Riverside County Fire Department for Fiscal Year 2014-15 Fire Protection, Fire Prevention, Rescue and Medical Aid Services.

This Recommendation was Approved.

Approval of the Consent Agenda

A motion was made by Council Member Mertens, seconded by Council Member Balocco, to Approve the Consent Agenda. The motion carried by the following vote:

AYES: 4 - Peabody, Reed, Balocco, Mertens

NOES: 0

ABSTAIN: 1 - Hanson

- G.** Approve City Warrant and Demands

Mayor Pro Tem Reed stated on advice of Counsel, he will recuse himself from voting on Consent Calendar Item #6G, City Warrants & Demands, because one or more of the payees are clients of his law firm and therefore are a source of income to him.

It was determined to APPROVE the December 18, 2014 City Warrant and Demands.

A motion was made that this Warrants and Demands be Approved. The motion carried by the following vote:

AYES: 3 - Peabody, Balocco, Mertens

NOES: 0

ABSTAIN: 2 - Reed, Hanson

D. Approve Six-Month Extension for Various Marketing Professional Services Agreements to Allow for Development of Strategic Marketing Plan

Nancy Samuelson, Marketing & Community Relations Director, presented the item.

Council Member Hanson requested the issue of the timing between RFP's be discussed at the February strategic planning sessions.

Council Member Balocco inquired how the City handles the issue of multi-year contracts and budgeting for them. City Attorney Stephen Deitsch stated standard language in every City contract states the City can terminate the contract for any cause. Thereby allowing any future Council to make the decision of continuing a contract or not, through the budget process or otherwise.

Mr. Andy Elchuck stated the staff report was misleading in that it appeared additional appropriations were being requested.

It was determined to APPROVE the extension of seven marketing professional services agreements for six months to garner Buxton Tourism Insight information and to develop a Strategic Marketing Plan; and

to APPROVE the necessary change orders through June 30, 2015.

A motion was made that this Recommendation be Approved. The motion carried by the following vote:

AYES: 4 - Peabody, Reed, Balocco, Mertens

NOES: 0

ABSTAIN: 1 - Hanson

7. GENERAL BUSINESS

A. Appointment of City Representative to Coachella Valley Mosquito and Vector Control Board

Chief Deputy City Clerk Anna Grandys stated that the Council would now vote to nominate one resident to be the City's representative to the Coachella Valley Mosquito and Abatement District for the term of January 5, 2015 through January 1, 2017. Ms. Grandys further stated the vote this afternoon follows this morning's Special Meeting wherein the City Council interviewed the two applicants which were Mr. Howard Klein and Mr. Nick Nigosian.

The nominations were as follows:

Mayor Peabody - Howard Klein

Mayor Pro Tem Reed - Howard Klein

Council Member Balocco - Nick Nigosian

Council Member Hanson - Nick Nigosian

Council Member Mertens - Nick Nigosian

Chief Deputy City Clerk Grandys stated Nick Nigosian received three votes and has therefore been nominated for this appointment. Ms. Grandys asked for a motion to Appoint Nick Nigosian to be the City's Representative to the Coachella Valley Mosquito and Abatement District for the term of January 5, 2015 through January 1, 2017.

A motion was made by Council Member Hanson, seconded by Mayor Peabody, that this Recommendation be Approved. The motion carried by the following vote:

AYES: 5 - Peabody, Reed, Balocco, Hanson, Mertens

NOES: 0

B. Award Contract for Citywide Landscape Maintenance Services

It was determined to AWARD the landscape maintenance services contract to Vintage Associates, Inc. in the amount of \$574,910 annually for Citywide landscaping and lighting maintenance from July 1, 2015 through June 30, 2020; and

AUTHORIZE and DIRECT the City Manager to execute the contract for same.

A motion was made by Mayor Pro Tem Reed, seconded by Council Member Balocco, that this Recommendation be Approved. The motion carried by the following vote:

AYES: 5 - Peabody, Reed, Balocco, Hanson, Mertens

NOES: 0

C. Approve Grants-in-Aid Committee Recommendations for FY 2014-15 Funding Cycle

Council Member Balocco recused himself from voting on this item as he President of Desert ARC and the organization applied for and received a City's grant funding. Council Member Balocco left the Chambers at 2:02 p.m.

It was determined to APPROVE the Grants-in-Aid Committee funding recommendations for Fiscal Year 2014-15 funding cycle; and

AUTHORIZE and DIRECT the City Manager to execute the funding contracts; and

AUTHORIZE and DIRECT the processing of Fiscal Year 2014-15 requisitions for same.

A motion was made by Council Member Hanson, seconded by Council Member Mertens, that this Recommendation be Approved. The motion carried by the following vote:

AYES: 4 - Peabody, Reed, Hanson, Mertens

NOES: 0

ABSTAIN: 1 - Balocco

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

Assistant Chief of Police Lt. Evan Petersen gave an overview of the impacts of Proposition 47 passed by the voters this November. Lt. Pertersen stated the proposition significantly increased the dollar threshold before a theft is considered a felony.

Finance Director Kevin McCarthy reported the Indian Wells Golf Resort Advisory Committee recently approved the detailed report on the cost incurred by the City on the Indian Wells Golf Resort's renovations and will be on the City's website early next week as well as copies being distributed to the City Council.

9. COUNCIL MEMBERS' REPORTS AND COMMENTS

A. Council Member Mertens

Council Member Mertens reported the Coachella Valley Public Safety committee will be working with youth groups on "every 15 minutes" driving under the influence program.

B. Council Member Hanson

Council Member Hanson stated the City Attorney advised him to recuse himself from this morning's Council Committee assignment agenda item. He stated he followed that advice as it would otherwise set him up for a FPPC complaint. Council Member Hanson described how the offers and counteroffers were made to settle his current litigation against the City, including a description of some of the deal points.

C. Council Member Balocco

No report.

D. Mayor Pro Tem Reed

No report.

E. Mayor Peabody

No report.

10. CITY ATTORNEY REPORTS AND COMMENTS

City Attorney Stephen Deitsch stated he recommends Council recess to a Closed Session to discuss Item #A as listed on the agenda.

11. CLOSED SESSION

- A.** Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): Douglas Hanson v. City of Indian Wells, et al., California Superior Court, Riverside County, Case No, PSC 1405730.

At 3:57 p.m. City Attorney Detisch stated the City Council met to discuss Closed Session Item #A; no action was taken which, under the Brown Act, would be required to be publicly reported.

12. ADJOURNMENT

Mayor Peabody ADJOURNED to a Special Meeting of the City Council to be held at 10:00 a.m. on January 8, 2015 in the City Hall Council Chambers/Executive Conference Room.

Respectfully submitted,

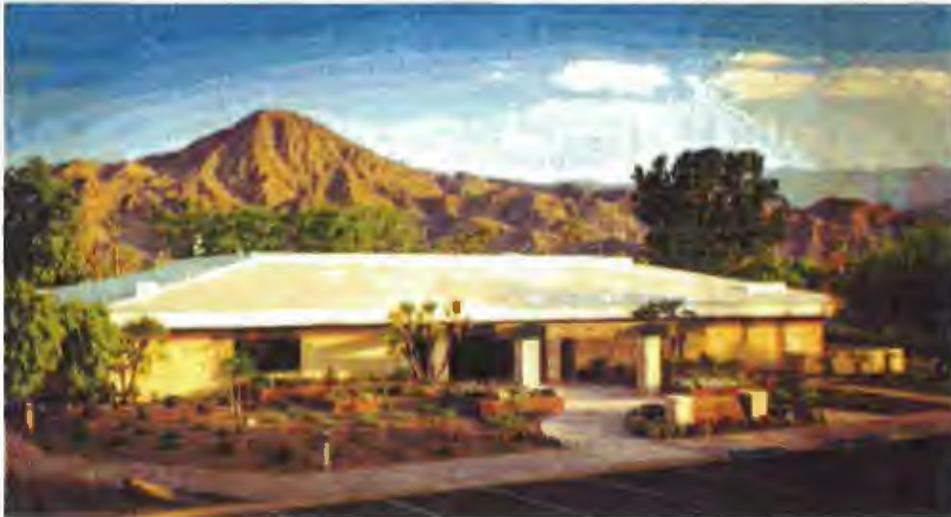
Wade G. McKinney, City Manager/City Clerk

Special Council Meeting Minutes

Thursday, January 8, 2015

10:00 AM

44-950 Eldorado Drive, Indian Wells



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 FROM BEFORE THE MEETING BEGINS AND GIVE IT TO THE CITY CLERK. WHEN THE MAYOR HAS RECONIZED YO, 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 NEING RECONIZED BY THE MAYOR. ANY PUBLIC RECORD, RELATING TO AN OPEN SESSION AGENDA ITEM, THAT IS DISTRIBUTED WITHING 72 HOURS PRIOR TO THE MEETINGS 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 Peabody convened the Special Meeting of the City Council of the City of Indian Wells at 10:00 a.m. in the City Hall Executive Conference Room.

PRESENT: 5 - Mayor Peabody, Mayor Pro Tem Reed, Council Member Balocco, Council Member Hanson, Council Member Mertens

2. APPROVAL OF THE FINAL AGENDA

A motion was made by Mertens, seconded by Balocco, to Approve the Agenda as Submitted. The motion passed by the following vote:

AYES: 5 - Peabody, Reed, Hanson, Mertens, Balocco

NOES: 0

3. PUBLIC COMMENTS

None.

4. GENERAL BUSINESS

A. Presentation of Renaissance Indian Wells Resort and Spa Site Improvements

Mr. Tom Tabler, General Manager of the Renaissance Indian Wells Resort & Spa introduced the following individuals: Michael A. DeNicola, Executive Vice President, Chief Investment Officer of FelCor Lodging Trust Incorporated; Bret Arriola, VP Asset Management, FelCor Lodging Trust Incorporated; Michele Vives, Managing Director of Douglas Wilson Companies; and Mike Barnett, Director of Resort Operations, Renaissance Indian Wells Resort & Spa.

Mr. DeNicola stated FelCor Lodging Trust Incorporated owns the Renaissance Indian Wells Resort & Spa along with forty other hotels. He remarked FelCor believes in investing in their existing properties. Mr. DeNicola stated this meeting is to introduce the Waterpark and Villas concept and to allow Council's input on the project before FelCor moves forward. Mr. DeNicola proceeded to outline the project.

The issues raised were the availability of the waterpark for Indian Wells residents, overall traffic impacts, specifically on Highway 111, and the effect of the project on the CVAG's traffic trigger of 60,000 cars, the annual projections for hotel business from this project, what the construction time table would be, whether FelCor is requesting City financial participation in this project, the drought in California effecting this project, the project's fit in the City's overall branding, the heights of villas and waterslides, and improving the walking path from the Hyatt to the Renaissance.

It was the CONSENSUS of the City Council for the Renaissance and FelCor to proceed with the next phase of their process.

5. ADJOURNMENT

At 11:01 a.m. Mayor Peabody ADJOURNED to a special meeting of the City Council to be held at 11:30 a.m. on January 8, 2015 in the City Hall Council Chambers/Executive Conference Room.

Respectfully submitted,

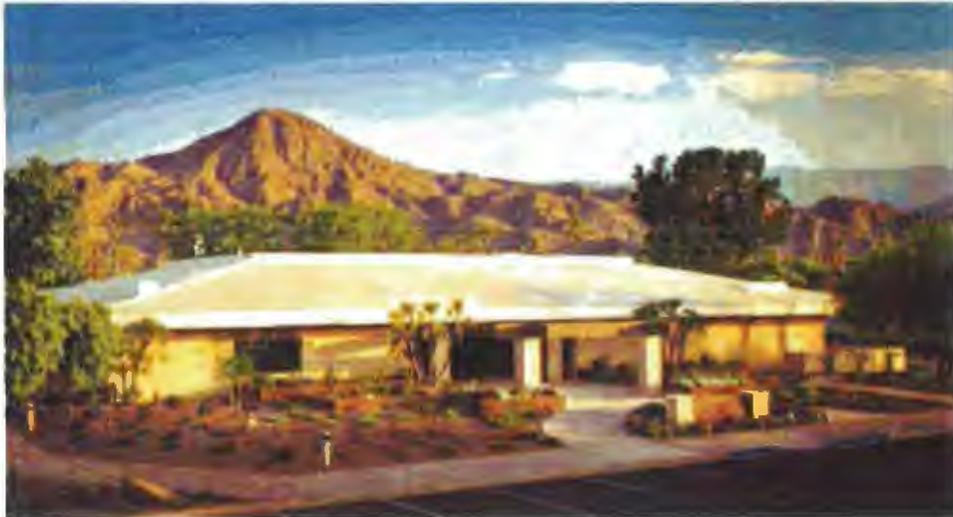
Wade G. McKinney, City Manager/City Clerk

Special Council Meeting Minutes

Thursday, January 8, 2015

11:30 AM

44-950 Eldorado Drive, Indian Wells



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 FROM BEFORE THE MEETING BEGINS AND GIVE IT TO THE CITY CLERK. WHEN THE MAYOR HAS RECONIZED YO, 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 NEING RECONIZED BY THE MAYOR. ANY PUBLIC RECORD, RELATING TO AN OPEN SESSION AGENDA ITEM, THAT IS DISTRIBUTED WITHING 72 HOURS PRIOR TO THE MEETINGS 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 Peabody convened the Special Meeting of the City Council of the City of Indian Wells at 12:37 p.m. on January 8, 2015 in the City Hall Executive Conference Room.

It was the CONSENSUS of Council to Excuse Council Member Hanson from this meeting as he is a Plaintiff in Closed Session Item #4A being discussed at today's meeting. The motion carried by the following vote:

AYES: 4 - Peabody, Reed, Balocco, Mertens

NOES: 0

EXCUSED: 1 - Hanson

PRESENT: 4 - Mayor Ty Peabody, Mayor Pro Tem Dana Reed, Council Member Richard Balocco, Council Member Ted J. Mertens

EXCUSED: 1 - Council Member Douglas Hanson

2. APPROVAL OF THE FINAL AGENDA

It was the CONSENSUS of the Council to Approve the Agenda as Submitted.

3. PUBLIC COMMENTS

None.

4. CLOSED SESSION

At 12:38 p.m. Mayor Peabody stated the City Council would hold a Closed Session to discuss the following agenda item.

- A.** Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): Douglas Hanson v. City of Indian Wells, et al., California Superior Court, Riverside County, Case No, PSC 1405730.

At 1:08 p.m. City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

5. ADJOURNMENT

At 1:09 p.m. Mayor Peabody ADJOURNED to a special meeting of the City Council to be held at 11:00 a.m. on January 22, 2015 in the Indian Wells Golf Resort, Celebrity Ballroom; and thereafter to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on January 22, 2015 in the City Hall Council Chambers.

Respectfully submitted,

Wade G. McKinney, City Manager/City Clerk

(C) CO/HA ACTION _____ MTG. DATE: 1-22-15
 APPROVED DENIED _____ REC/FILE _____ CONT. _____
 OTHER _____
 VOTE: YES 5 NO 0 ABSTAIN _____

Indian Wells City Council

January 22, 2015

Staff Report – Public Works

Award Contract to Cleanstreet, Inc. for Citywide Street Sweeping Services

RECOMMENDED ACTIONS:

Council **AWARDS** a five-year contract to Cleanstreet, Inc., in an annual amount of \$44,174 for citywide street sweeping services; and

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

APPROVES requisition in the amount of \$22,087 for street sweeping services for the six-month period of January 1, 2015 through June 30, 2015.

DISCUSSION:

The City contracts for weekly street sweeping services on all public streets not included in the Coachella Valley Association of Governments (CVAG) Regional Street Sweeping Program. The CVAG regional program includes the following streets:

- Highway 111
- Fred Warning Drive
- Miles Avenue
- Cook Street

The Council extended the current street sweeping services contract to allow staff to complete a request for proposals process. Staff requested proposals from four local street sweeping firms: Cleanstreet, M&M Professional Sweeping, Martin Sweeping, and Desert Street Sweeping. The bid results are as follows:

FIRM	ANNUAL PROPOSAL AMOUNT
Cleanstreet, Inc.	\$44,174
M&M Professional Sweeping	\$45,000
Desert Street Sweeping	No Proposal Submitted
Martin Sweeping	No Proposal Submitted

Staff contacted Desert Street Sweeping and Martin Sweeping to inquire why they did not submit a proposal. Desert Street Sweeping did not receive an RFP because they provided inaccurate contact information. Martin Sweeping indicated they were unable to provide the required equipment and insurance.

FISCAL IMPACT:

The weekly charge for this service is \$849.50, or \$44,174 annually. This proposal is 0.6% less than the current annual contract amount of \$44,437. There is sufficient funding in the FY 2014/15 Public Works Infrastructure Operating Budget, Account No. 101.83.01.05450.000.

ATTACHMENTS:

1. Street Sweeping Contract
2. Requisition for Cleanstreet, Inc.



CITY OF INDIAN WELLS
STREET SWEEPING AGREEMENT

This agreement governed by the Laws of the State of California is made and entered into this 22nd day of January, 2015 by and between the **City of Indian Wells**, a municipal corporation of the State of California, located at 44-950 Eldorado Drive, Indian Wells, California 92210-7497, County of Riverside, State of California, (hereafter "City"), and **Cleanstreet, Inc.**, a California Corporation, with its principal place of business at 1937 W. 169th Street, Gardena, CA 90247 (hereafter "Contractor").

RECITALS:

- A. City requires weekly sweeping of approximately 31.58 miles of City streets.
- B. Contractor is qualified and experienced to provide such services.

NOW, THEREFORE, in consideration of the performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1
IDENTIFICATION OF PRINCIPAL AND CITY LIAISON

1.1 City's Representative - Contractor shall work closely with **Public Works Director**, City's designated representative, who shall be the "Liaison Representative of City", and shall, on a continuous basis, review and approve Contractor's work. Contractor shall keep the City's Representative apprised of progress on all aspects of the work.

1.2 Contractor's Representative - Contractor designates as its Project Manager for supervision of the tasks and services required by this agreement, the following individual(s):

Rick Anderson, Corporate Secretary

Said Project Manager shall not be replaced by Contractor without prior written notice to City nor without written approval from City.

ARTICLE 2
BASIC SERVICES OF CONTRACTOR AND TERM

2.1 Scope Of Work - Contractor shall provide to City, any and all services and/or materials which are necessary and appropriate for the completion of the work set forth in Exhibit "A", Special Provisions, Citywide Street Sweeping.

2.1.1 Amendment Of Scope Of Work - City shall have the right to amend the Scope of Work within the agreement by written notification to the Contractor. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to agreement. Failure of the Contractor to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate City authorization. Contractor shall make no change in the character or extent of the work required by this agreement, except as may be authorized in writing by City. Such supplemental authorization shall set forth the specific changes of work to be performed and any related extension of time and/or adjustment of fee to be paid to Contractor by City.

2.1.2 Correction Of Work - The Performance of services or acceptance of information furnished by Contractor shall not relieve the Contractor from its obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the Contractor on demand without cost to the City.

2.2 Time For Performance - The City requires the finished work of this agreement **by each week's end**, at the latest. Time is of the essence of this agreement. If at any time it appears that the Project cannot be completed by said date, Contractor shall notify City of that fact and provide an estimate of the time when the Project will be completed. If completion of the Project would be expedited by use of other or additional consulting services, City may use the retained amounts for the purpose and shall be relieved of paying such retention to Contractor.

2.2.1 Delays And Extensions - The Contractor will be granted time extensions for delays beyond the Contractor's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Contractor and the City. In such event, compensation as set forth in the Scope of Work shall be subject to renegotiation upon written demand of either party to the agreement.

2.2.2 Term - The term of this Agreement shall be from January 1, 2015, to December 31, 2019, unless earlier terminated as provided herein.

ARTICLE 3
RESPONSIBILITIES OF CITY

3.1 Information - City shall provide full information regarding its requirements for the Project, and shall furnish, without charge to Contractor, any and all information, data, reports, maps and records which are available within the offices of City and are necessary for the provisions by Contractor of the tasks and services set forth herein.

3.2 Cooperation - City shall cooperate with Contractor in carrying out the work without undue delay. In this regard, City, including any representative thereof, shall examine documents submitted by Contractor, shall consult with Contractor regarding any such documents, and shall render any necessary decisions pertaining to such documents as promptly as is practicable.

ARTICLE 4
COMPENSATION

4.1 Contract Sum - For the services and/or materials rendered pursuant to this agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum **weekly** contract amount of **Eight Hundred Forty Nine and 50/100 dollars (\$849.50)** (the "Agreement Sum"), except as provided in Section 4.1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, paying in accordance with the percentage of completion of the services, payment for time and materials based upon the Contractor's rates as specified in Exhibit "B" Schedule of Compensation, but not exceeding the Agreement Sum, or such other methods as may be specified in the Schedule of Compensation (Exhibit "B"). Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, premiums of bonds and insurance, and similar costs and expenses when and if specified in the Schedule of Compensation (Exhibit "B").

4.1.1 Payment - Contractor shall submit to City, prior to the first (1st) day of each month during the term of this agreement, a certified invoice for allowable cost incurred in the performance of this agreement.

4.1.2 Extra Work - Any services and/or materials beyond the scope of services specified in this agreement shall be requested of Contractor in writing by City. All additional services shall be performed in accordance with the terms of this agreement and shall be compensated in accordance with the rates shown in "B", "Schedule of Compensation."

ARTICLE 5
TERMINATION OR SUSPENSION OF AGREEMENT

5.1 Termination Notice - City may terminate this agreement at any time upon providing Contractor with a ten (10) day written notice, with or without cause. City may discontinue or suspend a portion of the work, upon written notice within the same time period as stated above, and continue with the remainder to completion. Contractor shall be paid for services provided as stated in Section 5.2.

5.2 Payment On Termination - In the event of the termination or suspension of this agreement, Contractor shall be paid for the reasonable value of the services provided up to the time of such termination or suspension; but upon receiving notice of termination or suspension, Contractor shall exercise all reasonable controls to terminate all activity and mitigate further costs to City.

5.2.1 Documents Deliverable - Prior to receiving the prorata termination payment, Contractor shall deliver all applicable plans, specifications, estimates or other materials to City.

5.2.2 Default Termination - If this agreement is terminated upon default of Contractor, City may provide for the completion of the services required of Contractor by this agreement as it deems appropriate; and Contractor shall be liable for all expenses and costs in excess of those provided for in this agreement and for any other damages which City may sustain by reason of such default. City may withhold from any prorata payment due Contractor an amount sufficient to cover such expenses, costs and damages; any such withholding shall not be deemed a waiver of the rights of City to any further amounts due from Contractor pursuant to this agreement.

ARTICLE 6
EMPLOYMENT PRACTICES OF Contractor

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

ARTICLE 7
CONFLICTS OF INTEREST

7.1 No Interest In Contract - No officer or employee of City shall have any interest, direct or indirect, in this agreement or the proceeds thereof during his tenure with City or for a period of one (1) year thereafter.

7.2 Contractor Free Of Conflict - Contractor hereby covenants that it has, at the time of the execution of this agreement, no interest, direct or indirect, which

would conflict in any manner or degree with the performance of services required under this agreement, nor shall it acquire any such interest at any time during such performance of services. Contractor further covenants that during the performance of this agreement, no person having any such interest shall be employed by Contractor.

7.3 Statement Of Economic Interest - In addition, if requested to do so by City, Contractor shall complete and file and shall require any other person doing work under this agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Indian Wells disclosing Contractor or such other person's financial interests.

7.4 Disclosure - City and Contractor hereby covenant and agree that to their best knowledge, no member of City's City Council, nor any officer, agent, representative or employee of City has any interest, whether contractual, non-contractual, financial or otherwise direct or indirect, in this agreement or in the business of subcontracting work required under this agreement; and that if any such interest comes to the attention of either party at any time during the performance of this agreement, a full and complete disclosure of such information shall be made in writing to the other party, even if such interest would not be considered a conflict of interest under applicable laws.

7.5 No Contract Fees - Contractor hereby covenants that it has not employed or retained any person or company to solicit or secure this agreement; and that it has not paid or agreed to a brokerage fee, gift, or other compensation, contingent upon or resulting from the award of making of this agreement. For breach or violation of this covenant, City shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 8 **INSURANCE AND INDEMNIFICATION**

8.1 Insurance - Contractor shall procure, maintain and provide proof of insurance as set forth in Exhibit C, "Insurance Requirements for Contractors".

8.2 Indemnification - Contractor and City agree that City, its officers, employees and agents (hereinafter collectively "City") should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not

enter into this agreement in the absence of this commitment from Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City from any and all liability claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, demands, damages, judgments, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, including but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability (and in those cases where the Contractor may enter property owned or controlled by third parties, "liability arising from inverse condemnation"), violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Contractor's "independent Contractor" status that would establish a liability for failure to make social security and income tax withholding payments, incurred in relation to as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this agreement, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of Contractor or his agents, employees or other independent Contractors directly responsible to Contractor; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Contractor or Contractor's agents, employees or other independent contractors and the City, its agents, employees or independent contractors. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City. Contractor has no obligation under this agreement for liability

proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

ARTICLE 9 **MISCELLANEOUS**

9.1 Task Authorization - The execution of this agreement by the parties hereto does not constitute an authorization to proceed with the work specified in said agreement. The Liaison Representative of the City shall separately authorize Contractor to proceed on each task, as listed in Exhibit "A" Special Provisions, Citywide Street Sweeping, and each such task shall be completed within the time limits mutually agreed upon by the parties as set forth in this agreement. Contractor shall have no claims for compensation for services on all or part of any task of work upon which the Liaison Representative of the City has not authorized Contractor to proceed.

9.2 Licenses, Permits, Fees And Assessments - Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by the agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and

licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

9.3 Standard of Care - City relies upon the professional ability of Contractor as a material inducement to entering into this agreement. Contractor agrees to use reasonable care and diligence in rendering services under this agreement. Contractor agrees that the acceptance of his work by City shall not operate as a waiver or release of said obligation of Contractor. The absence, omission, or failure to include in this agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

9.4 Federal And State Rules And Regulations - Contractor shall have the duty of performing under the agreement in accordance with applicable Federal and State laws, rules and regulations.

9.5 Demand For Assurance - Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until he/she receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding ten (10) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

9.6 Retention Of Funds - City may withhold from any monies payable to Contractor sufficient funds to compensate City for any losses, costs, liabilities or damages it reasonably believes were suffered by City due to the default of Contractor in the performance of the services required by this agreement.

9.7 Procedure For Notification - All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

To City: City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210
ATTENTION: Public Works Director

To Contractor: Cleanstreet, Inc.
1937 W. 169th Street
Gardena, CA 90247
ATTENTION: Rick Anderson

When so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving notice pursuant to this paragraph.

9.7.1 Fax Delivery - All notices and demands shall in addition be transmitted by fax to City at (760) 346-0407 and to Contractor at (310) 538-8015.

9.8 Records Of Performance - Contractor shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the City during the agreement period and for a period of three (3) years from the date of final payment. Contractor shall prepare and forward such additional or supplementary records as City may reasonably request. Contractor shall prepare and forward such additional or supplementary records as City may reasonably request.

9.9 INTENTIONALLY OMITTED

9.10 Independent Contractor - Contractor shall, during the entire term of the agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any City group plan for hospital, surgical or medical insurance or for membership in any City retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for any other benefit which accrues to a City employee.

9.10.1 Taxes - Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold the City harmless from any liability which it may incur to the United States for to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations.

9.11 Successors - City and Contractor each binds itself and its partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement.

9.11.1 Non-Assignment of Agreement - Inasmuch as this agreement is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the City and any such assignment, transfer, delegation or sublease without the City's prior written consent shall be considered null and void.

9.11.2 Subcontracting - None of the services covered by this contract shall be subcontracted without the prior written consent of the City. In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

9.12 Third Party Beneficiaries - Nothing contained in this agreement shall be construed to create and the parties do not intend to create any rights in third parties.

9.13 No Waiver Of Breach - The waiver by City of any breach of any term or promise contained in this agreement shall not be deemed to be a waiver of such term or provision of any subsequent breach of the same or any other term or promise contained in this agreement.

9.14 Amendments By Operation Of Law - Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion or correction.

9.15 Merger - This agreement shall constitute the entire agreement between the parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this agreement shall be effective unless and until evidence by a writing is signed by both parties.

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

9.16.1 Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

9.17 [INTENTIONALLY OMITTED]

9.18 Corporate Authority - The person(s) executing the agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver the agreement on behalf of said party, (iii) by so executing the agreement, such party is formally bound to the provisions of this agreement, and (iv) the entering into the agreement does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF INDIAN WELLS

CLEANSTREET, INC.

By: _____
Wade G. McKinney
City Manager

By: _____
Jere Costello
Chief Executive Officer

Attest:

By: _____
Anna Grandys
Chief Deputy City Clerk

Approved as to form:

By: _____
Stephen P. Deitsch
City Attorney

Recommended for Approval:

By: _____
Ken Seumalo, P.E.
Public Works Director

EXHIBIT "A"

SPECIAL PROVISIONS
CITYWIDE STREET SWEEPING

SECTION 100 GENERAL

100.01 Scope of Work

The Contractor shall provide all materials, labor and equipment necessary for the sweeping of various City streets.

The work to be done consists of vacuum sweeping all designated improved public streets including curb returns and medians within the City of Indian Wells on a uniform schedule as outlined in Section 100.02. No street sweeping shall be performed during rainstorms, when there is running water in the gutter or street, or for any other reason that makes sweeping impractical as determined by the Public Works Director.

100.02 Completion of Project and Scheduling

The Contractor shall begin sweeping streets designated by plans and as repeated below.

SCHEDULE OF WORK – The Contractor’s schedule for carrying out the work specified shall be submitted to the City for review and approval at the time of acceptance of the contract by the City. The regularly scheduled street sweeping shall be adhered to by the Contractor. All deviations from this schedule shall be approved by the Public Works Director in advance of the requested deviation.

ADDITIONAL WORK – In the event the City desires to extend the street sweeping program to include new streets constructed after the effective date of this contract, or new alleys, then any such additional sweeping which is required of the Contractor shall be paid for at the then current unit prices for compensation specified by the contract and subsequent contract amendments to it.

100.03 Liquidated Damages for Delay

Failure of Contractor to complete sweeping zones during days and hours posted for notices of violation, except on holidays or due to rain, shall result in a deduction of \$500.00 from payment otherwise due Contractor for each incomplete sweep day to reimburse City for losses sustained.

100.04 Conduct of Work

The Project shall be carried out as quietly as possible to prevent possible annoyance to adjacent residential property and according to the ordinance for hours of work. The finished work shall be performed once per week, and on Friday of each week. In the event of a National Holiday occurring on a Friday, no work shall be allowed to be completed. The Project shall be completed on the following Monday, and shall not eliminate the regular work scheduled for the following Friday. Unnecessary noise shall be avoided at all times. The Contractor shall comply with the requirements of any and all local anti-noise ordinances.

Unless otherwise specified, the Contractor shall execute street sweeping during the hours specified in Section 100.14 "Hours of Sweeping" of these specifications. Work at other times and work on holidays will be permitted only with the prior approval or direction of the Public Works Director.

100.05 Water

The Contractor shall provide water needed for the street sweeping operation under this Contract. The Contractor shall, at its own expense, convey the water, in each case, to the point of use. Water shall be fresh water only and the source of supply shall be approved by the Public Works Director prior to its use. No residual tracking is permitted. The proper volume and pressure of water shall be supplied by the sweeper at all times to adequately control dust during the sweeping operation. The contractor shall comply with all current South Coast Air Quality Management District requirements for dust control during the course of the contract.

100.06 Disposal of Waste Material

All cleared and waste material shall become the property of the Contractor and shall be disposed of by the Contractor outside the Project area at the Contractor's expense in accordance with the applicable ordinances and regulations of governmental agencies having jurisdiction.

Sweepings may be deposited at temporary dump sites with the prior approval of the Public Works Director. Sweepings shall not be deposited in City streets or alleys. It shall be the responsibility of the Contractor to identify locations and obtain all necessary approvals for utilizing the site as a temporary dump site. Contractor shall remove sweepings within 48 hours, and shall be responsible for all costs related to pick up and removal of all sweepings. After each removal and before the next one, Contractor shall sweep the temporary dump site. City shall retain the right to demand abandonment of any temporary dump site and may request Contractor to establish different temporary dump sites, the location of which will be approved by the Public Works Director prior to dumping.

100.07 Statement Required

The Contractor shall submit a monthly statement indicating number of curb miles swept on a regular schedule and additional ones swept by call back or extra work request.

100.08 Reduction of Service Level

The City of Indian Wells reserves the right to reduce the frequency of street sweeping services and/or the number of areas being swept. When a reduction of the service level is desired, the Public Works Director will advise the Contractor of the changes in writing and their effective date. The Contractor shall then proceed with the work as reduced on the effective date of the notice.

100.09 Traffic Counters

The Contractor is cautioned that at various times and locations the City will temporarily install portable traffic counters which utilize a hose placed on the roadway. The Contractor shall work with the City's Public Works Director on its sweeping schedule to avoid sweeping areas with counters in place. If an area with a counter must be swept, care should be taken to avoid the counter hose. If the Contractor's equipment causes damage to such a counter, or its appurtenances, the Contractor shall bear the entire cost of restoration, repair, testing or replacement of the traffic counter.

100.10 Storage of Equipment

The Contractor shall provide its own storage for equipment such as sweepers, brooms, tires, gas, oil, and other required parts and materials.

100.11 Speed of Vehicles

The Contractor shall operate the sweepers between 4 and 5 miles per hour when sweeping, unless it can be proven to the satisfaction of the Public Works Director that the sweeper can operate at a higher speed and still operate efficiently.

100.12 Complaints

Complaints regarding the street sweeping operations, which the Public Works Director considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. A report of the action taken on each complaint shall be submitted by the Contractor within

one (1) day after receiving the complaint to the Public Works Director on a standard complaint form, supplied by the Public Works Department.

100.13 Quality of Work

The standards of performance which the Contractor is obligated to perform hereunder are those standards which are considered to be good street sweeping practices and which are subject to approval by the Public Works Director or his designated representative.

100.14 Hours of Sweeping

All scheduled street sweeping shall be performed only during the working hours allowed in the City's municipal code. The hours and weekday the sweeping occurs each week shall be approved by the Public Works Director.

100.15 Equipment

All sweeping shall be performed with alternative fuel powered regenerative air sweepers. Equipment not suitable to produce the quality of work required shall not be permitted to operate on the contract work. All equipment shall be subject to the Public Works Director approval prior to use. All sweeping equipment shall have appropriate safety markings consisting of all highway lighting, flashing, and warning lights, clearance lights, and warning flags, all in accordance with the California Vehicle Code and approved by the Public Works Director.

100.16 Inclement Weather

A scheduled sweep shall not be canceled for inclement weather by the Street Sweeping Contractor without approval of the Public Works Director or his designee. During inclement weather a two (2) hour standby period between 7:00 a.m. and 9:00 a.m. will be observed before a scheduled residential sweep will be canceled.

100.17 Permits

All work performed shall be in accordance with the permit requirement of the agencies having jurisdiction. The City will issue a no charge encroachment permit for the course of the contract.

SECTION 200 – SERVICE ALTERNATIVES

200.01 Level of Service

Contractor shall provide a high level of service consistent with the requirements outlined throughout the Special Provisions and to the satisfaction of the Public Works Director.

200.02 Extra Work

Unforeseen work will be classified as extra work when determined by the Public Works Director that such work is not covered by these Special Provisions. Extra work also includes work specifically designated as extra work in the plans and specifications.

The Contractor shall specify in his bid cost per curb mile for extra work added to the regular schedule during the year and the cost per hour for special on-call work of an extraordinary nature, including but not limited to construction spillage, accidents, sandblasting, paving preparation, and special events which may require sweeping services during the year.

The Contractor shall do such extra work in accordance with the provisions of these specifications and shall furnish all labor, materials, and equipment.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Curb Miles Swept	Cost per Curb Mile	Maximum Weekly Amount	Maximum Monthly Amount	Maximum Yearly Amount
31.58	\$26.90	\$849.50	\$3,681.17	\$44,174.00

Extra Work:

Cost Per Curb Mile	Cost Per Hour
\$26.90	\$100.00

EXHIBIT "C"

INSURANCE SPECIFICATIONS

Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. The following coverage's will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Self Insurance will also be acceptable, and must meet the same criteria:

Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be no less than Five (5) Million dollars per occurrence for all coverages and Seven (7) Million dollars general aggregate. City and its employees and agents shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 (in no event will City accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent to City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion. Policies shall have concurrent starting and ending dates.

Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than Ten (10) Million dollars per accident. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects to the City, its employees or agents.

Contractor and City further agree as follows:

1. This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
2. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.
7. Unless otherwise approved by City, Contractor's insurance shall be written by insurers **LICENSED** (see Best's Key Rating Guide) to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
9. Contractor agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the

coverages required and an additional insured endorsement to Contractor's general liability and umbrella liability policies (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City upon request.

10. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies provided at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

12. Contractor agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Failure of City and to request copies of such agreement will not impose any liability on City, or its employees.

13. If Contractor is Limited Liability Company, general liability coverage must be amended to that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



CITY OF INDIAN WELLS
 44-950 ELDORADO DRIVE
 INDIAN WELLS, CA 92210
 (760) 346-2489

REQUISITION

DATE	DEPARTMENT
1/13/2015	Public Works

Terms: Net 30 Days

VENDOR: Cleanstreet

VENDOR PHONE:

VENDOR #: 01095

VENDOR FAX:

DEPT. CONTACT: Ken Seumalo

DESCRIPTION	PRICE
FY 14-15 Citywide Street Sweeping 1-1-2015 to 6-30-2015	22,087.00
TOTAL	22,087.00

ACCOUNT NUMBER	BUDGET AVAILABLE
101.83.01.05450.000	22,087.00
	31,999.97
	1/1/15
TOTAL	22,087.00

PREPARED BY: Bondie

DATE: 1/13/2015

REQUISITION CHECKLIST:

<input type="checkbox"/> Minor Purchases (\$5,000 or less)	<input type="checkbox"/> Attach Agreement (services only)	<input type="checkbox"/> Attach Insurance Certificate(s)(services only)
<input checked="" type="checkbox"/> Intermediate Purchases (\$5,001 to \$25,000)	Procurement Method - Select One: <input checked="" type="checkbox"/> Price quotes from 3 vendors (attached) <input type="checkbox"/> Written Justification (attached)	Required Backup - Select All <input checked="" type="checkbox"/> Attach Agreement (services only) <input type="checkbox"/> Attach Insurance Certificate(s) (services only)
<input type="checkbox"/> Major Purchases (\$25,001 or more)	Procurement Method - Select One: <input type="checkbox"/> Formal Bidding <input type="checkbox"/> Negotiation	Required Backup - Select All <input type="checkbox"/> Council Approval Date & Item # <input type="checkbox"/> Attach Agenda Copy & Staff Report <input type="checkbox"/> Attach PSA (services only) <input type="checkbox"/> Attach Insurance Certificate(s) (services only)
<input type="checkbox"/> Minor Construction (\$25,001 to \$100,000)	Procurement Method - Select One: <input type="checkbox"/> Informal Bidding <input type="checkbox"/> Negotiation	Required Backup - Select All <input type="checkbox"/> Council Approval Date & Item # <input type="checkbox"/> Attach Agenda Copy & Staff Report <input type="checkbox"/> Attach Construction Contract <input type="checkbox"/> Attach Insurance Certificate(s) (services only)
<input type="checkbox"/> Major Construction (\$100,001 or more)	Procurement Method - Select One: <input type="checkbox"/> Formal Bidding <input type="checkbox"/> Request for Proposal (RFP) <input type="checkbox"/> Negotiation	Required Backup - Select All <input type="checkbox"/> Council Approval Date & Item # <input type="checkbox"/> Attach Agenda Copy & Staff Report <input type="checkbox"/> Attach Construction Contract <input type="checkbox"/> Attach Insurance Certificate(s) (services only)

INSURANCE APPROVAL: _____
 Risk Manager

DATE: _____

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
<i>Ken Seumalo</i> 1/13/2015	<i>[Signature]</i>	
Department Head or Designee	Finance Director	City Manager
Date	Date	Date

CC/HA ACTION _____ MTG. DATE: 1-22-15
APPROVED DENIED _____ REC/FILE _____ CONT. _____
OTHER _____
VOTE: YES 4 NO 0 ABSTAIN 1
Hanson

Indian Wells City Council

January 22, 2015

Staff Report – City Clerk

Approve 2015 City Council Committee Assignments

RECOMMENDED ACTION:

Council **APPROVES** the 2015 City Council Committee Assignments.

DISCUSSION:

Council Members agreed to Council assignments for Calendar Year 2015 at the December 18, 2014 special meeting. Staff completed the Fair Political Practices Commission ("FPPC") Form 806 and posted the form on the City's website on December 30, 2014 as required.

Per FPPC Regulation 18705.5, the City is required post on its website a single Form 806 which lists all the paid appointed positions to which an official will vote to appoint themselves if the appointee will participate in the decision and the appointment results in additional income of \$250 or more in a 12-month period. This Regulation also provides as long as the public is informed prior to a vote, an official may vote to hold another position even if the voting official will received \$250 or more in a 12-month period for the appointment.

ATTACHMENTS:

- 1. Council committee assignments for 2015
- 2. FPPC Form 806 Agency Report of: Public Official Appointments

COUNCIL COMMITTEE ASSIGNMENTS - 2015

I. Regional Committees	PEABODY	REED	BALOCCO	HANSON	MERTENS
California JPIA \$ (McCarthy)	Alt.	X			
Coachella Valley Mountains Conservancy \$	Alt.				X
Cove Communities Services Commission (McKinney)		X	X		
Jacqueline Cochran Regional Airport Commission \$		X			Alt.
RCTC & Sub Committees \$		X			Alt.
II. Coachella Valley Committees					
Coachella Valley Animal Campus (Morelion)		X			
CVAG Coachella Valley Conservation Commission \$	Alt.		X		
CVAG Energy \$	Alt.		X		
CVAG Executive Committee \$ (Mayor or Pro Tem)	X	Alt.			
CVAG Homelessness \$		X	Alt.		
CVAG Public Safety \$			Alt.		X
CVAG Transportation \$		X			Alt.
Palm Springs Desert Resorts Convention and Visitors Bureau & Resorts \$	Alt.				X
SunLine Transit Agency \$	X	Alt.			

\$ denotes stipend paid

Council Committee Assignments 2015 Cont'd

	PEABODY	REED	BALOCCO	HANSON	MERTENS
III. Indian Wells Committees					
Community Activities Committee	X	Alt.			
Golf Resort Advisory Committee	X		X		
Grants-In-Aid Committee	X		Alt.		
Marketing Committee	X		X		
IV. Standing Committees					
Extraordinary Grant Program (ON HIATUS)					
Finance and Legal Services Oversight Committee	X				X
Personnel Committee (Mayor & Pro Tem)	X	X			
Public Safety Committee			X		X
Tee Committee	X		X		
V. Ad Hoc Committees					

\$ denotes stipend paid

**Agency Report of:
Public Official Appointments
Continuation Sheet**

1. Agency Name
CITY OF INDIAN WELLS

Date Posted: 12/30/2014
(Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments - Conservation Commission	Name <u>Balocco, Richard</u> (Last, First) Alternate, if any <u>Peabody, Ty</u> (Last, First)	<u>1 / 1 / 15</u> Appt Date <u>1 year</u> Length of Term	Per Meeting: \$ <u>75.00</u> Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Energy Committee	Name <u>Balocco, Richard</u> (Last, First) Alternate, if any <u>Peabody, Ty</u> (Last, First)	<u>1 / 1 / 15</u> Appt Date <u>1 year</u> Length of Term	Per Meeting: \$ <u>75.00</u> Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Executive Committee	Name <u>Peabody, Ty</u> (Last, First) Alternate, if any <u>Reed, Dana</u> (Last, First)	<u>1 / 1 / 15</u> Appt Date <u>1 year</u> Length of Term	Per Meeting: \$ <u>100.00</u> Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Homelessness Committee	Name <u>Reed, Dana</u> (Last, First) Alternate, if any <u>Balocco, Richard</u> (Last, First)	<u>1 / 1 / 15</u> Appt Date <u>1 year</u> Length of Term	Per Meeting: \$ <u>75.00</u> Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Public Safety Committee	Name <u>Mertens, Ted</u> (Last, First) Alternate, if any <u>Balocco, Richard</u> (Last, First)	<u>1 / 1 / 15</u> Appt Date <u>1 year</u> Length of Term	Per Meeting: \$ <u>75.00</u> Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Transportation Committee	Name <u>Reed, Dana</u> (Last, First) Alternate, if any <u>Mertens, Ted</u> (Last, First)	<u>1 / 1 / 15</u> Appt Date <u>1 year</u> Length of Term	Per Meeting: \$ <u>75.00</u> Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

**Agency Report of:
Public Official Appointments
Continuation Sheet**

1. Agency Name CITY OF INDIAN WELLS	Date Posted: <u>12/30/2014</u> <i>(Month, Day, Year)</i>
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2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Greater Palm Springs Convention and Visitors Bureau	▶ Name <u>Mertens, Ted</u> <i>(Last, First)</i> Alternate, if any <u>Peabody, Ty</u> <i>(Last, First)</i>	▶ <u>1 / 1 / 15</u> <i>Appt Date</i> ▶ <u>1 year</u> <i>Length of Term</i>	▶ Per Meeting: \$ <u>50.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Sunline Transit Agency Board & Subcommittee	▶ Name <u>Peabody, Ty</u> <i>(Last, First)</i> Alternate, if any <u>Reed, Dana</u> <i>(Last, First)</i>	▶ <u>1 / 1 / 15</u> <i>Appt Date</i> ▶ <u>1 year</u> <i>Length of Term</i>	▶ Per Meeting: \$ <u>50 + 25</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
	▶ Name _____ <i>(Last, First)</i> Alternate, if any _____ <i>(Last, First)</i>	▶ _____ <i>Appt Date</i> ▶ _____ <i>Length of Term</i>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

CC/HA ACTION _____ MTG. DATE: 1-22-15
APPROVED DENIED _____ REC/FILE _____ CONT. _____
OTHER _____
VOTE: YES 5 NO 0 ABSTAIN _____

Indian Wells City Council
Staff Report – Finance Department

January 22, 2014

Receive and File Treasurer’s Report

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the City Treasurer’s Report for the month of November 2014.

DISCUSSION:

Staff provides Council with a monthly update to the Treasurer’s Report. The Report presents the City’s cash activity and investment portfolio and provides reconciliation between investment balances and the General Ledger. Specifically, the report provides information on the types of investments, dates of maturities, costs, updated market value of securities, and rates of interest earned in the portfolio.

Related to the Treasurer’s report, the City maintains a written investment policy in compliance with legal requirements of Government Code section 53600 and governs the investments made by the City. The City invests in U.S. treasuries, federal agency securities, medium term corporate notes, municipal bonds, federally insured certificates of deposit, and overnight cash investments. Criteria for selecting investments in order of priority are: (1) safety, (2) liquidity and (3) yield.

As of November 30, 2014:

- The City’s cash and investments totaled \$42,627,475.
- The City’s portfolio earned a 1.408% rate of return.

ATTACHMENT:

1. Cash Balance and Investment Report

**The City of Indian Wells
Summary by Type
November 30, 2014**

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

Security Type	Number of Investments	Par Value	Remaining Cost	% of Portfolio	Average YTM 365	Average Days to Maturity
Bank Certificates of Deposit	19	4,750,000.00	4,750,000.00	11.13	1.511	1,126
Managed Pool Accounts - LAIF	2	6,791,831.82	6,791,831.82	15.92	0.261	1
Money Market Sweep/Checking Account	5	1,064,086.55	1,064,086.55	2.49	0.250	1
Medium Term Corporate Notes	7	7,000,000.00	7,056,210.00	16.54	2.259	661
Federal Agency Issues - Callables	16	23,000,000.00	23,006,890.00	53.92	1.520	1,590
Total and Average	49	42,605,918.37	42,669,018.37	100.00	1.408	1,093

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NET CASH & INVESTMENT SUMMARY NOVEMBER, 2014

	<u>November</u> <u>2014</u>	<u>November</u> <u>2013</u>
GENERAL FUND		
101- GENERAL	\$ 3,658,752.11	\$ 1,439,096.06
TOTAL GENERAL FUND	3,658,752.11	1,439,096.06
 SPECIAL REVENUE FUNDS		
202 - TRAFFIC SAFETY	0.53	0.86
203 - PUBLIC SAFETY 1/2 CENT SALES TAX	9,378.52	6,153.14
204 - MEASURE "A"	32,521.69	17,216.03
209 - F.A.M.D. #1	2,318,140.43	1,731,438.65
210 - SCAQMD (VEHICLE REG.)	0.23	642.12
211 - AB 3229 COPS FUNDING	0.49	1,314.49
214 - GAS TAX 2103 MAINTENANCE	33,061.78	24,240.96
215 - GAS TAX 2105 MAINTENANCE	7,314.58	0.89
216 - GAS TAX 2106 CONSTRUCT/MAINT	194.31	0.31
217 - GAS TAX 2107 MAINTENANCE	0.51	0.91
218 - GAS TAX 2107.5 ENG./ADMIN	2,679.16	8,734.63
228 - EMERG. UPGRADE SERVICES	3,111,509.38	2,945,807.45
247 - AB 939 RECYCLING FUND	218,459.01	161,581.00
248 - SOLID WASTE	208,668.26	200,187.73
251 - STREET LIGHTING DISTRICT 2000-1	4,029.22	3,427.91
253- INDIAN WELLS VILLAS OPERATIONS	971,222.31	303,236.12
254- MOUNTAIN VIEW VILLAS OPERATIONS	945,921.12	330,112.00
256- HOUSING AUTHORITY	2,591,417.37	(19,915.12)
260 - IWGR OPERATIONS	356,736.54	597,184.81
271 - ELDORADO DRIVE LLMD	79,633.97	75,288.22
272 - MONTECITO/STARDUST LLMD	(2,485.67)	683.89
273 - CASA DORADO LLMD	3,433.23	3,373.55
274 - THE COVE LLMD	3,272.98	3,239.05
275 - SH 111/IWGR (ENTRANCE) LLMD	268,926.73	271,398.72
276 - CLUB/IW LANE LLMD	48,820.37	47,225.73
277 - COLONY LLMD	23,692.50	28,144.74
278 - COLONY COV ESTATES LLMD	54,871.79	50,914.50
279 - DESERT HORIZONS LLMD	48,616.85	51,497.17
280 - MOUNTAIN GATE LLMD	64,114.95	65,004.45
281 - MOUNTAIN GATE ESTATES LLMD	36,152.56	32,236.21
282 - VILLAGIO LLMD	186,200.69	170,663.86
283 - VAIDYA LLMD	28,927.59	28,415.94
284 - CLUB, SOUTH OF 111 LLMD	9,449.75	8,360.65
285 - MONTELENA LLMD	(3,009.71)	1,598.50
286 - SUNDANCE LLMD	5,369.51	3,498.37
287 - PROVINCE LLMD	63,346.16	59,514.24
288 - PROVINCE DBAD	425,652.94	359,466.54
TOTAL SPECIAL REVENUE FUNDS	12,156,242.63	7,571,889.22
 CAPITAL PROJECT FUNDS		
314 - PARK-IN-LIEU FEES	0.20	0.20
315 - CITYWIDE PUBLIC IMPROVEMENT FEE	0.26	22,435.26
316 - CAPITAL IMPROVEMENT	3,884,897.75	6,067,099.92
319 - ART IN PUBLIC PLACES	404,364.75	382,601.66
321 - HIGHWAY 111 CIRCULATION IMP FEE	0.70	9.70
TOTAL CAPITAL PROJECT FUNDS	4,289,263.66	6,472,146.74

CITY OF INDIAN WELLS
NET CASH & INVESTMENT SUMMARY NOVEMBER, 2014
 PAGE 2

	November 2014	November 2013
REPLACEMENT FUNDS		
326 - INFRASTRUCTURE CAPITAL	7,055,729.00	6,937,238.00
327 - FF&E ROLLING STOCK CAPITAL	2,309,627.00	2,270,840.00
328 - GOLF RESORT CAPITAL	4,002,809.00	3,935,602.00
329 - HOUSING VILLAS CAPITAL	3,335,304.00	2,242,863.00
330 - FACILITIES CAPITAL	2,309,693.00	2,270,885.00
TOTAL REPLACEMENT FUNDS	19,013,162.00	17,657,428.00
SUCCESSOR AGENCY FUNDS		
453 - RDA (WHITEWATER)	361,895.92	1,066,268.64
456 - RDA OBLIGATION RETIREMENT	0.00	0.00
TOTAL SUCCESSOR AGENCY FUNDS	361,895.92	1,066,268.64
INTERNAL SERVICE FUNDS		
601 - OPEB BENEFIT FUND	1,333,101.97	496,978.99
TOTAL INTERNAL SERVICE FUNDS	1,333,101.97	496,978.99
RESERVE FUNDS		
602 - COMPENSATED ABSENCES	546,285.00	537,111.00
603 - SELF INSURANCE	10,950.00	120,359.00
TOTAL RESERVE FUNDS	557,235.00	657,470.00
TRUST & AGENCY FUNDS		
732 - SPECIAL DEPOSITS	590,709.05	1,155,872.29
760 - VISITOR COMMITTEE	201,556.80	348,247.15
TOTAL TRUST & AGENCY FUNDS	792,265.85	1,504,119.44
TOTAL ALL FUNDS	42,161,919.14	36,865,397.09
FISCAL AGENTS		
253 - INDIAN WELLS VILLAS	39,826.87	774,896.73
254 - MOUNTAIN VIEW VILLAS	150,666.33	738,702.27
260 - INDIAN WELLS GOLF RESORT	753,115.46	840,056.25
453 - UNION BANK OF CALIFORNIA TRUSTEE	784,059.06	780,702.99
TOTAL FISCAL AGENTS	1,727,667.72	3,134,358.24
TOTAL ALL FUNDS & FISCAL AGENTS	\$ 43,889,586.86	\$ 39,999,755.33

City of Indian Wells Bank Reconciliation Report - City Held Cash Finance Department			
MONTH: November 30, 2014			
Investment #	Investment Type	Investment Description	Book Value
Bank Checking & Sweep			
1		Pacific Western Bank - Sweep 45-301117	\$ 1,000,401.08
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	62,285.47
19		Petty Cash	1,400.00
			1,064,086.55
Managed Pool Accounts			
21		Local Agency Investment Fund - City 98-33-385	6,791,831.82
23		Local Agency Investment Fund - RDA 65-33-007	0.00
			6,791,831.82
Bank Certificates of Deposit			
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
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
350		Certificate of Deposit-Am Ex Centurion 02587CAJ9	250,000.00
351		Certificate of Deposit-Banklays Bank 06740KHK6	250,000.00
353		Certificate of Deposit-People's United Bank 71270QGS9	250,000.00
354		Certificate of Deposit-Capital One Bank 140420NX4	250,000.00
355		Certificate of Deposit-State Bank of India NY, NY 8562842	250,000.00
358		Certificate of Deposit-BMW Bank North America	250,000.00
360		Certificate of Deposit-Security Federal 81423LBNI	250,000.00
361		Certificate of Deposit-First Bank of Highland 319141CQ8	250,000.00
			4,750,000.00
Medium Term Corporate Notes			
278		Goldman Sachs Mid Term Corp Note 38141EA74	1,003,615.57
280		Bank of America Mid Term Corp Note 06051GED	1,002,583.75
298		Barclays Bank Corporate Note 06738JVS0	1,000,000.00
306		General Electric Cap Corp 36962G5U4	1,000,000.00
322		AT&T Inc. 00206RBF8	1,002,396.63
331		JP Morgan 46625HJG6	1,001,893.16
346		General Electric Cap Corp 36962G6W9	1,005,628.63
			7,016,117.74
Federal Agency Issues			
323		Federal National Mortgage 3136G0PNS	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 3136G1CF4	1,000,000.00
340		Federal Home Loan Bank 313381YN9	1,000,000.00
341		Federal Farm Credit Bank 3133EC7L2	999,271.63
342		Federal Farm Credit Bank 3133ECDX9	998,821.31
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 3136G1FLB	1,007,345.60
352		Fannie Mae 3136G26H5	2,000,000.00
356		Fannie Mae 3136G26U6	2,000,000.00
357		Fannie Mae 3136G26N2	1,000,000.00
359		Federal Home Loan Bank 3130A2VJ2	1,000,000.00
			23,005,438.54
Total Pooled Cash and Investments			\$ 42,627,474.65
Fair Value Increase (over cost)			(114,661.78)
Outstanding Items			
Outstanding Warrants/Wire Transfers			(350,843.73)
Reconciliation Item			(10.00)
Reconciliation Item			(20.00)
Reconciliation Item			(20.00)
Credit Card in Transit			0.00
Total Outstanding Items			(350,893.73)
Reconciled Bank Balance			\$ 42,161,919.14
General Ledger Balance			\$ 42,161,919.14
			0.00

City of Indian Wells
Trustee Reconciliation Report - Cash and Investments with City Agents
 Finance Department

MONTH: **November 30, 2014**

Investment #	Investment Description		
	RDA Series 2006 A Bonds	\$ 6.88	\$ 6.88
	RDA Series 2010 A Bonds	\$ 780,672.97	\$ 780,672.97
	RDA Series 2014 A Bonds	\$ 3,374.97	\$ 3,374.97
	Other Trustees		
& 13	Series 2005 Tax Allocation Refunding Bonds - Escrow Fund	4.24	
6	Indian Wells Golf Resort	753,115.46	
7	Indian Wells Villas	39,826.87	
10	Mountain View Villas	\$ 150,666.33	\$ 943,612.90
	Total Cash and Investments with City Agents		\$ 1,727,667.72
	Fair Value Increase (over cost)		
	Reconciled Bank Balance		\$ 1,727,667.72
	General Ledger Balance		\$ 1,727,667.72
			0.00

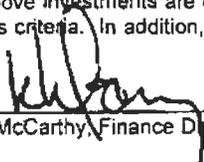
**The City of Indian Wells
Portfolio Management
Portfolio Summary
November 30, 2014**

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.
Bank Certificates of Deposit	4,750,000.00	4,753,228.75	4,750,000.00	11.14	1,585	1,126	1.490	1.511
Managed Pool Accounts - LAIF	6,791,831.82	6,791,831.82	6,791,831.82	15.93	1	1	0.257	0.261
Money Market Sweep/Checking Account	1,064,086.55	1,064,086.55	1,064,086.55	2.50	1	1	0.246	0.250
Medium Term Corporate Notes	7,000,000.00	7,096,750.00	7,016,117.74	16.46	1,665	661	2.228	2.259
Federal Agency Issues - Callables	23,000,000.00	22,888,000.00	23,005,438.54	53.97	2,109	1,590	1.499	1.520
Investments	42,605,918.37	42,593,897.12	42,627,474.65	100.00%	1,589	1,093	1.389	1.408

Total Earnings	November 30 Month Ending
Current Year	45,267.09
Average Daily Balance	42,529,731.61
Effective Rate of Return	1.29%

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

1/5/15

**The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
November 30, 2014**

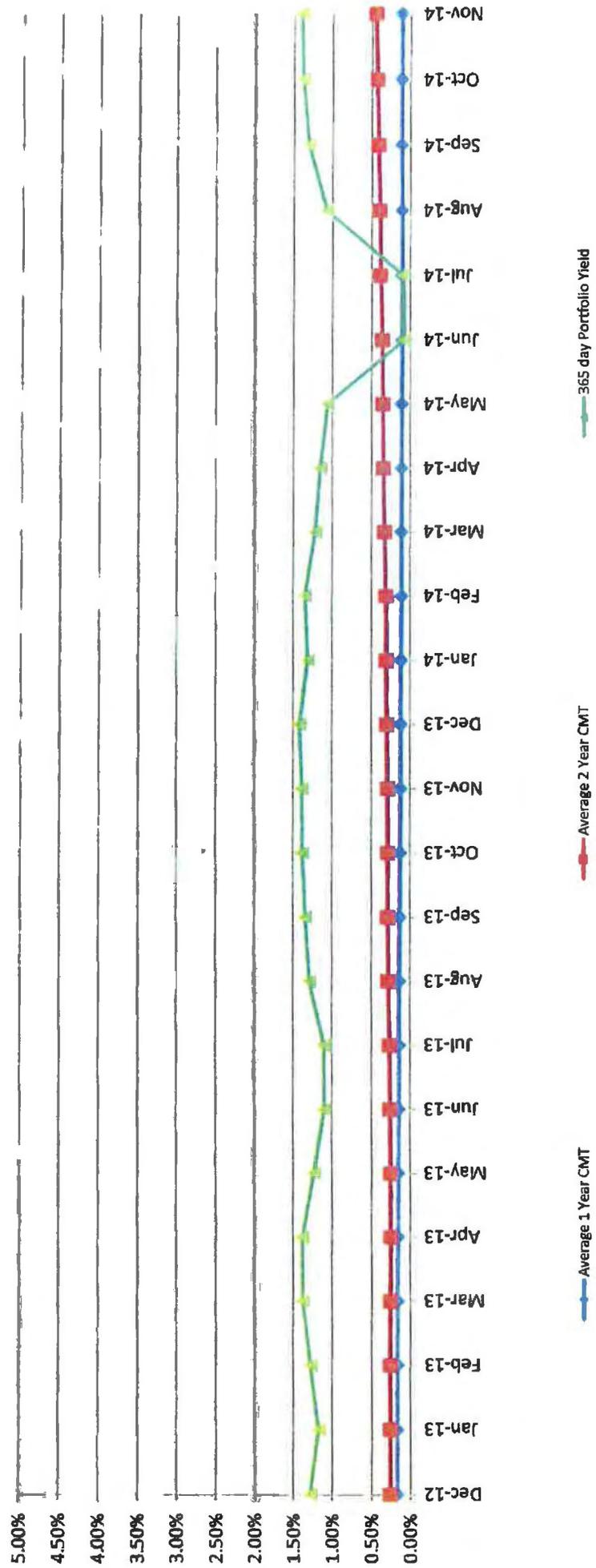
CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
Bank Certificates of Deposit												
SYS319	319	Discover Bank		05/23/2012	250,000.00	250,850.00	250,000.00	1.050		1.036	176	05/26/2015
7865802B5	330	SAFR National Bank		08/28/2012	250,000.00	251,222.50	250,000.00	0.800		0.789	270	08/28/2015
SYS317	317	Ally Bank		05/23/2012	250,000.00	252,250.00	250,000.00	1.250		1.233	539	05/23/2016
795450NW1	329	Sallie Mae		08/15/2012	250,000.00	252,215.00	250,000.00	1.250		1.233	623	08/15/2016
38143A5L5	338	Goldman Sachs Bank		02/06/2013	250,000.00	250,060.00	250,000.00	1.050		1.036	798	02/06/2017
SYS316	316	GE Capital Retail Bank		05/25/2012	250,000.00	253,667.50	250,000.00	1.800		1.800	906	05/25/2017
17284CJG0	348	CIT BANK		07/24/2013	250,000.00	251,875.00	250,000.00	1.400		1.381	966	07/24/2017
02587DKR8	337	American Express Centurion		02/06/2013	250,000.00	251,685.00	250,000.00	1.700		1.677	975	08/02/2017
319141CQ8	381	FIRST BANK OF HIGHLAND		10/15/2014	250,000.00	248,995.00	250,000.00	1.250		1.233	1,050	10/16/2017
81423LBN1	360	SECURITY FEDERAL		10/15/2014	250,000.00	249,065.00	250,000.00	1.250		1.233	1,050	10/16/2017
94986TLX3	336	Wells Fargo Bank		01/30/2013	250,000.00	250,893.75	250,000.00	0.850		0.838	1,157	01/31/2018
48124JSY5	339	JP Morgan Chase		02/27/2013	250,000.00	247,132.50	250,000.00	1.125		1.110	1,176	02/19/2018
20451PBG0	349	Compass Bank		07/24/2013	250,000.00	253,267.50	250,000.00	1.700		1.677	1,331	07/24/2018
06740KHK6	351	Barclays Bank PLC		07/23/2014	250,000.00	248,877.50	250,000.00	2.100		2.071	1,695	07/23/2019
02587CAJ9	350	American Express Bank FSB		07/24/2014	250,000.00	248,860.00	250,000.00	2.000		1.973	1,696	07/24/2019
140420NX4	354	Capital One Bank CD		09/10/2014	250,000.00	248,052.50	250,000.00	1.900		1.874	1,744	09/10/2019
71270QGS9	353	People's United Bank CD		09/10/2014	250,000.00	248,052.50	250,000.00	1.950	AAA	1.923	1,744	09/10/2019
856284Z98	355	State Bank of India NY, NY CD		09/11/2014	250,000.00	248,272.50	250,000.00	2.150		2.121	1,745	09/11/2019
05580AAW4	358	BMW BANK NORTH AMERICA		09/26/2014	250,000.00	247,935.00	250,000.00	2.100		2.071	1,760	09/26/2019
Subtotal and Average			4,750,000.00		4,750,000.00	4,753,228.75	4,750,000.00			1.490	1,126	
Managed Pool Accounts - LAIF												
SYS21	21	LAIF - City			6,791,831.82	6,791,831.82	6,791,831.82	0.261		0.257	1	
SYS23	23	LAIF - Redevelopment			0.00	0.00	0.00	0.233		0.230	1	
Subtotal and Average			7,101,831.82		6,791,831.82	6,791,831.82	6,791,831.82			0.257	1	
Money Market Sweep/Checking Account												
SYS1	1	Pacific Western Bank			1,000,401.08	1,000,401.08	1,000,401.08	0.250		0.247	1	
SYS2	2	Pacific Western - Acct Payable		07/01/2013	0.00	0.00	0.00			0.000	1	
SYS3	3	Pacific Western-Payroll		07/01/2013	0.00	0.00	0.00			0.000	1	
SYS4	4	Union Bank-Checking			62,285.47	62,285.47	62,285.47	0.250		0.247	1	
SYS19	19	Petty Cash		07/01/2013	1,400.00	1,400.00	1,400.00			0.000	1	
Subtotal and Average			655,818.14		1,064,086.55	1,064,086.55	1,064,086.55			0.246	1	

**The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
November 30, 2014**

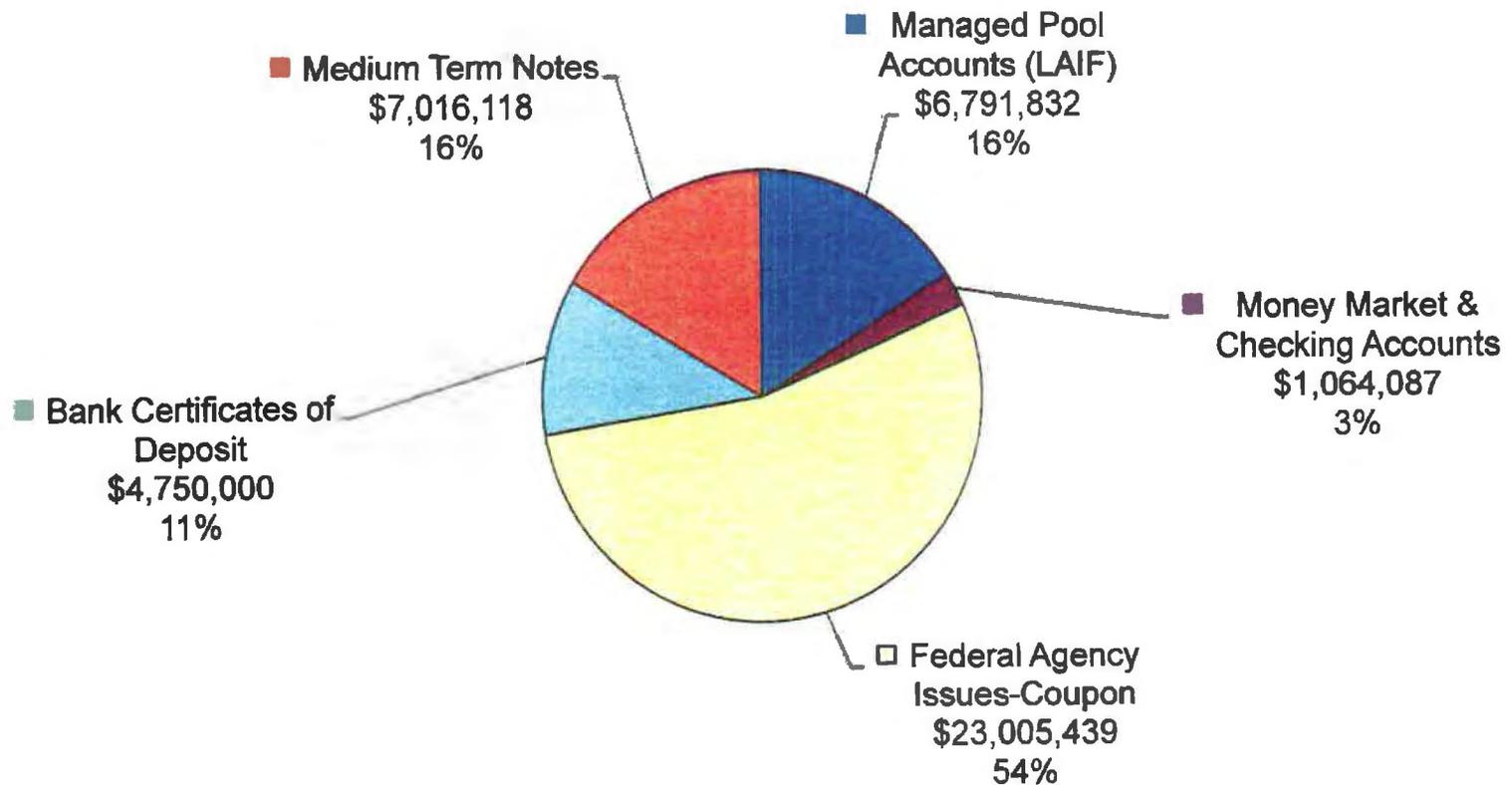
CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
Medium Term Corporate Notes												
36962G5U4	306	General Elec. Cap Crp		04/18/2012	1,000,000.00	1,001,670.00	1,000,000.00	1.200		1.200	133	04/13/2015
38141EA74	278	Goldman Sachs Group Inc		02/02/2011	1,000,000.00	1,020,160.00	1,003,615.57	3.700	AA	3.072	243	08/01/2015
06051GED	280	Bank of America		02/02/2011	1,000,000.00	1,022,430.00	1,002,583.75	3.700		3.254	274	09/01/2015
06738JVS0	296	Barclays Bank PLC		10/27/2011	1,000,000.00	1,033,580.00	1,000,000.00	3.500	AA	3.452	696	10/27/2016
00206RBF8	322	AT&T INC		06/21/2012	1,000,000.00	1,009,240.00	1,002,396.63	1.600		1.479	913	06/01/2017
46625HJG6	331	J P Morgan		01/28/2013	1,000,000.00	1,004,060.00	1,001,893.16	1.800		1.713	1,151	01/25/2018
36962G6W9	346	General Elec. Cap Crp		05/01/2013	1,000,000.00	1,005,610.00	1,005,628.63	1.625		1.430	1,218	04/02/2018
Subtotal and Average			7,016,605.70		7,000,000.00	7,096,750.00	7,016,117.74			2.228	681	
Federal Agency Issues - Callables												
3133EAA81	326	Fed. Farm Credit Bank		07/30/2012	2,000,000.00	1,999,700.00	2,000,000.00	0.780		0.769	791	01/30/2017
3136G1A74	333	Fed. Nat'l Mortgage Assoc		01/24/2013	1,000,000.00	996,280.00	1,000,000.00	0.700		1.094	1,148	01/22/2018
313381YG4	332	Fed. Home Loan Bank		02/20/2013	2,000,000.00	1,980,380.00	2,000,000.00	1.000		0.986	1,177	02/20/2018
3134G43H9	344	Fed. Home Loan Mtg Corp		04/30/2013	2,000,000.00	1,983,620.00	2,000,000.00	1.060		1.045	1,246	04/30/2018
3135G0WN9	345	Fed. Nat'l Mortgage Assoc		04/30/2013	2,000,000.00	1,979,540.00	2,000,000.00	1.000		0.986	1,246	04/30/2018
3134G33S7	334	Fed. Home Loan Mtg Corp		01/24/2013	1,000,000.00	990,690.00	1,000,000.00	1.000		0.986	1,323	07/16/2018
3136G1CF4	335	Fed. Nat'l Mortgage Assoc		01/30/2013	1,000,000.00	990,210.00	1,000,000.00	1.000	AAA	0.986	1,337	07/30/2018
3136G26N2	357	Fed. Home Loan Mtg Corp		09/26/2014	1,000,000.00	1,013,600.00	1,000,000.00	1.600		1.578	1,395	09/26/2018
3133EC7L2	341	Fed. Farm Credit Bank		03/22/2013	1,000,000.00	981,070.00	999,271.63	1.290		1.289	1,656	06/14/2019
3136G26H5	352	Fed. Nat'l Mortgage Assoc		09/30/2014	2,000,000.00	2,008,660.00	2,000,000.00	2.000		1.973	1,764	09/30/2019
3136G26U6	356	Fed. Nat'l Mortgage Assn (c)		10/07/2014	2,000,000.00	2,017,500.00	2,000,000.00	2.000	AAA	1.973	1,781	10/17/2019
3136G0PN5	323	Fed. Nat'l Mortgage Assoc		06/27/2012	2,000,000.00	2,001,300.00	2,000,000.00	1.250		2.219	1,852	12/27/2019
313381YN9	340	Fed. Home Loan Bank		03/21/2013	1,000,000.00	997,810.00	1,000,000.00	1.000		1.856	2,083	08/14/2020
3136G1FL8	347	Fed. Nat'l Mortgage Assoc		04/26/2013	1,000,000.00	965,840.00	1,007,345.60	1.820		1.660	2,096	08/27/2020
3133ECDX9	342	Fed. Farm Credit Bank		03/25/2013	1,000,000.00	980,570.00	998,821.31	1.840		1.835	2,257	02/04/2021
3130A2VJ2	359	Fed. Home Loan Bank		09/24/2014	1,000,000.00	1,001,230.00	1,000,000.00	1.000		3.292	3,558	08/28/2024
Subtotal and Average			23,005,475.95		23,000,000.00	22,888,000.00	23,005,438.54			1.499	1,590	
Total and Average			42,529,731.61		42,605,918.37	42,593,897.12	42,627,474.65			1.389	1,093	



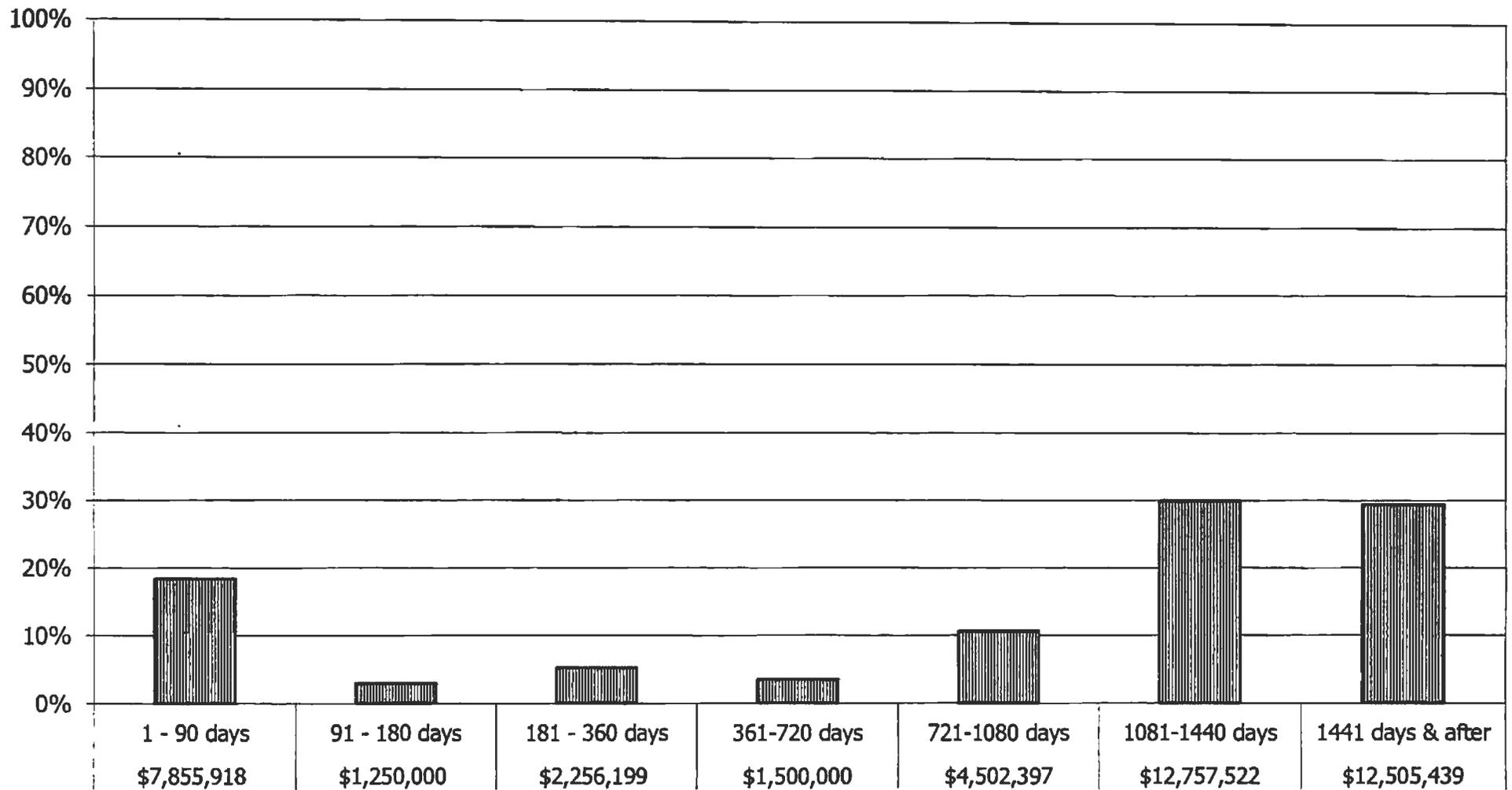
**City of Indian Wells
Yield Trend
11/30/2014**



City of Indian Wells Sector Diversification as of 11/30/2014



City of Indian Wells
Aging of Maturing Investments at 11/30/2014
\$42,627,475



**2006 A Bonds
Portfolio Management
Portfolio Summary
November 30, 2014**

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%


 _____ 1/5/15
 Kevin McCarthy, Agency Treasurer

**2006 A Bonds
Portfolio Management
Portfolio Details - Investments
November 30, 2014**

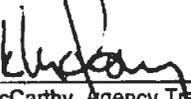
CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS13	13	2006A Good Faith Deposit			0.00	0.00	0.00	5.080		5.080	1	
SYS15	15	2006 A Bonds Reserve			1.00	1.00	1.00			0.000	1	
SYS14	14	2006 A Bonds Interest			3.96	3.96	3.96	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			1.92	1.92	1.92	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	

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**RDA Series 2010 A Bonds
Portfolio Management
Portfolio Summary
November 30, 2014**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	780,672.97	780,672.97	780,672.97	100.00	1	1	0.000	0.000
Investments	780,672.97	780,672.97	780,672.97	100.00%	1	1	0.000	0.000

Total Earnings	November 30 Month Ending
Current Year	0.00
Average Daily Balance	780,665.69
Effective Rate of Return	0.00%


 _____ 1/5/15
 Kevin McCarthy, Agency Treasurer

**RDA Series 2010 A Bonds
Portfolio Management
Portfolio Details - Investments
November 30, 2014**

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		07/01/2013	780,671.85	780,671.85	780,671.85			0.000	1	
SYS14	13	2010 A Bonds Principal		07/01/2013	0.64	0.64	0.64			0.000	1	
SYS4	4	2010 A Bonds Interest			0.48	0.48	0.48	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		07/01/2013	0.00	0.00	0.00			0.000	1	
SYS3	3	UBC Cost Of Issuance Escrow		07/01/2013	0.00	0.00	0.00			0.000	1	
Subtotal and Average			780,665.69		780,672.97	780,672.97	780,672.97			0.000	1	
Total and Average			780,665.69		780,672.97	780,672.97	780,672.97			0.000	1	

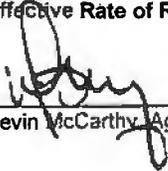
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**Series 2014 A Bonds
Portfolio Management
Portfolio Summary
November 30, 2014**

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	3,374.97	3,374.97	3,374.97	100.00	1	1	0.000	0.000
Investments	3,374.97	3,374.97	3,374.97	100.00%	1	1	0.000	0.000

Total Earnings	November 30 Month Ending
Current Year	0.00
Average Daily Balance	3,374.97
Effective Rate of Return	0.00%


Kevin McCarthy, Agency Treasurer

1/5/15

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**Series 2014 A Bonds
Portfolio Management
Portfolio Details - Investments
November 30, 2014**

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												
SYS26	26	2014 A Bonds Principal		08/26/2014	5.88	5.88	5.88			0.000	1	
SYS25	25	2014 A Bonds Interest		08/26/2014	0.42	0.42	0.42			0.000	1	
SYS27	27	2014 Debt Service		09/08/2014	10.61	10.61	10.61			0.000	1	
SYS24	1	UBC Cost Of Issuance Escrow		05/28/2014	3,358.06	3,358.06	3,358.06			0.000	1	
Subtotal and Average			3,374.97		3,374.97	3,374.97	3,374.97			0.000	1	
Total and Average			3,374.97		3,374.97	3,374.97	3,374.97			0.000	1	

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**City of Indian Wells
Portfolio Management
Portfolio Summary
November 30, 2014**

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	4.24	4.24	4.24	0.00	1	1	1.502	1.523
Checking Accounts wth Fiscal Agent	943,608.66	943,608.66	943,608.66	100.00	1	1	0.199	0.202
Investments	943,612.90	943,612.90	943,612.90	100.00%	1	1	0.199	0.202

Total Earnings	November 30 Month Ending
Current Year	141.15
Average Daily Balance	675,114.77
Effective Rate of Return	0.25%

 1/14/15
Kevin McCarthy, Finance Director

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**City of Indian Wells
Portfolio Management
Portfolio Details - Investments
November 30, 2014**

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			1.84	1.84	1.84	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		07/01/2013	0.00	0.00	0.00	5.110		5.040	1	
SYS15	15	Union Bank of California		07/01/2013	0.00	0.00	0.00	5.110		5.040	1	
SYS16	16	Union Bank of California		07/01/2013	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			4.24		4.24	4.24	4.24			1.502	1	
Checking Accounts with Fiscal Agent												
SYS6	6	The Golf Resort at Indian Well		07/01/2013	753,115.46	753,115.46	753,115.46			0.000	1	
SYS7	7	Indian Wells Villas			39,826.87	39,826.87	39,826.87	1.000		0.986	1	
SYS10	10	Mountain View Villas			150,666.33	150,666.33	150,666.33	1.000		0.986	1	
Subtotal and Average			675,110.53		943,608.66	943,608.66	943,608.66			0.199	1	
Total and Average			675,114.77		943,612.90	943,612.90	943,612.90			0.199	1	

02

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
01/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46522	1/1/2015		UNIVERSAL PROTECTION SERVICE		
		1299170	FAMD SECURITY SVCS FOR OCT 31-NOV 27, 2014	60,643.78	
	1/1/2015		UNIVERSAL PROTECTION SERVICE		
		1300711	FAMD SECURITY SERVICES FUEL REIMBURSEMENT FOR NOV, 2014	640.72	
		1281132	FAMD ADDITIONAL SECURITY SERVICES FUEL REIMBURSEMENT FOR OCT, 2014	505.52	
		1254857	FAMD SECURITY SERVICES FUEL REIMBURSEMENT FOR SEPT, 2014	470.29	62,260.31
46516	1/1/2015		DESERT RESORT MANAGEMENT INC.		
		DRM016291	FAMD MANAGEMENT SERVICES FOR DEC, 2014	5,768.00	5,768.00
46512	1/1/2015		AMS		
		8949	FAMD POWER OUTAGE SERVICE CALL & (4) MAIN GATE BARRIER ARMS SEPT 8-9, 2014	1,520.60	
		8704	FAMD SECURITY COMPUTER SOFTWARE MONTHLY SUPPORT FOR AUG, 2014	1,200.00	
		9405	FAMD MANITOU GATE SURVEILLANCE SYSTEM MATERIALS & INSTALLATION	1,050.76	
		8675	FAMD INSTALLATION OF CAUTIONS SIGN & SPEED HUMP ON JUL 17, 2014	778.00	
		8986	FAMD CLUB DR ENTRY OVERVIEW CAMERA REPLACEMENT SERVICE CALL ON SEPT 16, 2014	633.92	
		9104	FAMD REPLACEMENT OF (2) MOMENTARY PEDESTRIAN BUTTONS ON OCT 6, 2014	30.24	5,213.52
46513	1/1/2015		BEST, BEST & KRIEGER, L.L.P.		
		736560	FAMD LEGAL SVCS CONFERENCE CALLS, EMAIL REVIEWS & MEETING PREPARATIONS FOR OCT	3,225.50	
		738622	FAMD LEGAL SVCS HYDROLOGY REPORT ISSUE REVIEW, CONFERENCE CALLS FOR NOV, 2014	1,464.98	4,690.48
46515	1/1/2015		CONSERVE LANDCARE		
		8875	FAMD LANDSCAPE MAINTENANCE FOR DEC, 2014	1,755.00	
		8899	FAMD (20) POINSETTIAS FOR IW COUNTRY CLUB GATE ENTRANCES	470.00	2,225.00
46520	1/1/2015		STAPLES		
		601110005223615	FAMD TONERS, PASTEL COPY PAPER, TOWELS & FEBREZE MISC OFFICE SUPPLIES	802.34	802.34
46519	1/1/2015		SOUTHERN CALIFORNIA EDISON CO.		
		2-04-020-2624	FAMD 45400 MANITOU DRIVE UTILITIES FOR OCT, 2014	644.42	644.42
46514	1/1/2015		COACHELLA VALLEY WATER DIST.		
		313223-844958	FAMD 45-065 MANITOU DR UTILITIES FOR NOV, 2014	332.37	
		152597-419098	FAMD 45-301 CLUB DR UTILITIES FOR NOV, 2014	102.92	
		155649-422592	FAMD 45-105 MANITOU UTILITIES FOR NOV, 2014	50.90	486.19
46521	1/1/2015		TIME WARNER CABLE		
		844841076002410	FAMD MANITOU CLUB INTERNET SVC FOR NOV 23-DEC 22, 2014	129.70	
		844841076002411	FAMD MANITOU DRIVE INTERNET SVC FOR NOV 23-DEC 22, 2014	129.70	259.40

08

FIRE ACCESS MAINTEN. DISTRICT (FAMD)
01/01/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46518	1/1/2015	68299	SIGN A RAMA (4) FAMD TOWN HALL FORUM CUSTOM SIGNS FOR OCT 9, 2014 MEETING	195.05	195.05
46517	1/1/2015	100425	POWERFUL PEST FAMD CLUB & MANITOU GATEHOUSE PEST CONTROL SERVICE FOR SEPT, 2014	61.80	61.80

11 checks in this report

TOTAL FAMD WARRANTS: 46512-46522 82,606.51

CC/MA ACTION MTG. DATE: 1-22-15
 APPROVED DENIED REC/FILE CONT.
 OTHER
 VOTE: YES NO ABSTAIN
Reed

81

CITY OF INDIAN WELLS
01/01/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46493	1/1/2015	SH0000025198	RIVERSIDE COUNTY SHERIFF DEPT SHERIFF DEPUTIES, MILEAGE, FORENSIC TECH, LIEUTENANT,CSO FOR SEPT 18-OCT 15,2014	206,604.90	206,604.90
46511	1/1/2015	SI-152488	VINTAGE ASSOCIATES (19) CITYWIDE GENERAL FUND & LLMDs LANDSCAPE MAINT FOR DEC, 2014	43,855.13	43,855.13
46445	1/1/2015	738682	BEST, BEST & KRIEGER, L.L.P. D.HANSON VS CITY OF INDIAN WELLS LEGAL SERVICES FOR NOV, 2014	20,036.65	20,036.65
46472	1/1/2015	10/26/14ENS	INDIAN WELLS GOLF RESORT ENSEMBLE MEETING PLANNERS GROUP BALANCE DUE FOR OCT 26, 2014	19,257.60	19,257.60
46461	1/1/2015	2652	DON MARUSKA & COMPANY, INC. COUNCIL MEMBER INTERVIEWS, PREPARATION FOR COUNCIL WORKSHOP, BOOKS/CD'S	12,036.18	12,036.18
46473	1/1/2015	112414	INDIAN WELLS GOLF RESORT PROAM EVENT SPONSORSHIP FOR JAN 31, 2015	10,000.00	10,000.00
46435	11/28/2014		PLATINUM PLUS FOR BUSINESS		
		7384	(1) COMMERCIAL UNDERCOUNTER ICE CUBE MACHINE FOR EMPLOYEE LOUNGE	1,691.20	
		1566	2015 VISIT CALIFORNIA OUTLOOK FORUM REGISTRATION FOR M.WILKEY & N.SAMUELSON	950.00	
		4964	(1) 128 GB IPAD AIR-2 WITH WIFI & CELLULAR SVC EMPLOYEE PURCHASE PLAN-S.HAPNER	898.32	
		4964	(1) 128 GB IPAD AIR-2 WITH WIFI & CELLULAR SVC EMPLOYEE PURCHASE PLAN-S.HAPNER	898.32	
		7384	CABLE FOR VEHICLE VIDEO DETECTION AT MILES & WARNER TRL	575.30	
		5493	ARCGIS 2: ESSENTIAL WORKFLOWS TRAINING BALANCE DUE FOR J.MOON ON 10/15-10/17/14	505.00	
		5493	ARCGIS 2: ESSENTIAL WORKFLOWS TRAINING BALANCE DUE FOR J.BERG ON 10/15-10/17/14	505.00	
		5061	LCC 2015 CITY MANAGERS DEPT MEETING REGISTRATION D.GASSAWAY ASSIT TO CITY MGR	480.00	
		4964	GOTOASSIST REMOTE SUPPORT ANNUAL PLAN NOV 5, 2014-JUN 13, 2015	399.63	
		4964	AMAZON WEB OFFSITE BACKUP SERVICES FOR OCT, 2014	386.31	
		7384	SENSOR & ELECTRONIC CONTROL BOARD FOR EMPLOYEE LOUNGE ICE MACHINE REPAIRS	252.65	
		2000	PEACE OFFICER & PUBLIC SAFETY AWARDS LUNCHEON REGISTRATION ON NOV 25, 2014	240.00	
		2000	CITY MERIT BASED PAY MEETING LUNCH ON NOV 4, 2014	154.88	
		1864	SATELLITE PHONE SERVICE USAGE FOR SEPT, 2014	148.07	
		2000	LUNCH FOR GENERAL MUNICIPAL ELECTION POLL WORKERS ON NOV 4,2014	122.23	
		4964	3-YEAR VNC ENTERPRISE MAINTENANCE RENEWALS FOR (5) FINANCE DEPARTMENT DESKTOPS	115.00	
		1566	VETERAN'S DAY PATRIOTIC FLAG HARD CANDY & MINI PATRIOTIC FOLDING FANS	106.50	
		4964	IPAD AIR 2 WIFI CELLULAR 128GB APPLE CARE+ FOR IPAD	99.00	
		4964	IPAD AIR 2 WIFI CELLULAR 128GB APPLE CARE+ FOR IPAD	99.00	
		2000	COACHELLA VALLEY ECONOMIC SUMMIT REGISTRATION FOR T.PEABODY ON OCT 30, 2014	95.00	
		2000	(1) BONDED LEATHER BINDER PHOTO ALBUM FOR MAYOR'S PICTURES	92.81	
		2000	(1) GET WELL SOON FLORAL ARRANGMENT FOR COUNCIL MEMBER M.MULLANY	91.79	
		2000	AFP NATIONAL PHILANTROPY DAY LUNCHEON REGISTRATION FOR T.PEABODY ON NOV 12, 2014	75.00	
		2000	AFP NATIONAL PHILANTROPY DAY LUNCHEON REGISTRATION FOR M.ROCHE ON NOV 12, 2014	75.00	

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		2000	EXECUTIVE CONFERENCE ROOM KITCHENETTE AREA COFFEE SUPPLY FOR OCT, 2014	56.08	
		4964	ADOBE CREATIVE CLOUD MONTHLY FEE FOR NOV, 2014	49.99	
		2000	STAFF HALLOWEEN LUNCHEON DESSERTS	36.28	
		4964	(2) 2-YEAR DOMAN NAME REGISTRATIONS FOR CITY OF INDIAN WELLS	34.68	
		5493	MONTHLY FORECLOSURE COMPLETE PROPERTY PROFILE SEARCH SERVICE FOR SEPT, 2014	20.00	
		4964	(1) 2-YEAR DOMAN NAME REGISTRATION-CITYOFINDIANWELLS.BIZ	18.34	
		2000	CITY COUNCIL MEETING SNACKS ASSORTED COOKIES & CANDY FOR OCT 16, 2014	16.97	
		7384	(4) 18" WALL MOUNT BRACKETS FOR IW FIRE STATION SHELVEING UNIT PRODUCT TAX DUE	10.65	
		1864	DIGITAL ACCESS OF THE DESERT SUN FOR NOV, 2014	10.00	
		2000	(44) 4X6 PRINTS FOR MAYORS PHOTOBOOK	7.46	
		4964	3% INTERNATIONAL FEE FOR 3-YEAR VNC MAINTENANCE RENEWAL FROM WP-REALVNC LTD	3.45	
		2000	CORRECTION ADJUST ON LUNCH FOR GENERAL MUNICIPAL ELECTION POLL WORKERS ON NOV 4	-4.89	
		2000	REFUND COACHELLA VALLEY ECONOMIC SUMMIT REGISTRATION FOR T.PEABODY ON OCT 30	-95.00	
		2000	REFUND COACHELLA VALLEY ECONOMIC SUMMIT REGISTRATION FOR D.HANSON & W.MCKINNEY	-190.00	9,030.02
46498	1/1/2015		SOUTHERN CALIFORNIA EDISON CO.		
		2-10-345-9178	ELDORADO/HWY 111/COOK/FRED WARING/CIELITO/OSAGE/PALMERAS UTILITIES FOR DEC, 2014	5,716.93	
		2-01-570-2186	44-900 ELDORADO DR FIRE STATION UTILITIES FOR DEC, 2014	860.67	
		2-26-379-6526	77-601 1/2 & 77-801 1/2 MILES PED UTILITIES FOR DEC, 2014	255.61	
		2-30-405-2939	75-254 1/2 HWY 111 UTILITIES FOR DEC, 2014	151.84	
		2-26-446-8521	77-440 1/2 MILES AVE TC1 UTILITIES FOR DEC, 2014	125.29	
		2-28-811-8029	78-496 HWY 111 TC1 UTILITIES FOR DEC, 2014	119.78	
		2-02-275-6597	76-884 1/2 INCA DR UTILITIES FOR DEC, 2014	114.51	
		2-28-811-9811	75-595 1/2 FAIRWAY DR UTILITIES FOR DEC, 2014	107.90	
		2-04-013-0916	45-277 CLUB DR UTILITIES FOR DEC, 2014	87.07	
		2-33-975-8682	45-200 CLUB DR UNIT B2 UTILITIES FOR DEC, 2014	85.19	
		2-19-255-7163	75980 1/2 HWY 111 UTILITIES FOR DEC, 2014	83.32	
		2-10-366-7440	44-210 1/2 COOK & 76-105 1/2 FRED WARING UTILITIES FOR NOV, 2014	159.79	
		2-28-811-8524	79 DESERT HORIZON/HWY 111 SIGNAL UTILITIES FOR DEC, 2014	96.99	
		2-10-366-7580	44-950 ELDORADO, 45-826 IW LN, ELDORADO/FW & PORTOLA/VINTAGE UTILITIES FOR NOV	81.18	
		2-26-702-6078	45-002 1/2 MILES AVE PED UTILITIES FOR DEC, 2014	78.74	
		2-30-405-3051	75-256 1/2 HWY 111 UTILITIES FOR DEC, 2014	64.27	
		2-28-811-8276	79 HIGHWAY 111 MILES LOT UTILITIES FOR DEC, 2014	59.90	
		2-28-811-8367	79 HIGHWAY 111 CLUB LOT UTILITIES FOR DEC, 2014	56.75	
		2-28-811-8425	INDIAN WELLS/HWY 111 TC1 UTILITIES FOR DEC, 2014	54.50	
		2-28-811-8466	79 HWY 111-ELDORADO SIGNAL UTILITIES FOR DEC, 2014	52.70	
		2-31-473-5101	45-280 1/2 COOK ST LOT UTILITIES FOR DEC, 2014	48.40	
		2-36-295-8456	MILES AVE & WARNER TRL UTILITIES FOR NOV, 2014	44.73	
		2-35-253-2683	45-324 1/2 INDIAN WELLS LN UTILITIES FOR DEC, 2014	37.26	
		2-19-200-4638	74812 1/2 HWY 111 UTILITIES FOR DEC, 2014	37.18	
		2-32-400-4498	45-300 CLUB DR UTILITIES FOR DEC, 2014	25.29	
		2-01-570-2202	77-250 SANDPIPER DR LOT UTILITIES FOR DEC, 2014	18.87	
		2-35-530-3157	FAIRWAY DR & WILLIAMS RD STREET LIGHT UTILITIES FOR NOV, 2014	11.21	8,635.87

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46494	1/1/2015	SH0000024687	RIVERSIDE COUNTY SHERIFF DEPT RIVERSIDE CAL-ID MEMBER AGENCY ASSESSMENT FOR FY 2014/15	5,081.00	5,081.00
46486	1/1/2015	2895	PIXELPUSHERS, INC. DBA CIVICA ANNUAL MAINTENANCE FOR CIVICA CMS SYSTEM ON IW WEBSITE FOR DEC 2014-DEC 2015	4,910.00	4,910.00
46443	1/1/2015	14-4037 14-4040	BALBOA ART CONSERVATION CARL BRAY SIGN PRESERVATION SERVICES DEPOSIT CARL BRAY SIGN PRESERVATION RECOMMENDATION SERVICES (PAINTING EXAMINATION)	3,800.00 375.00	4,175.00
46469	1/1/2015	29851	HIGH TECH MAILING SERVICES NEWSLETTER MAILING, UPDATING MAILING LIST, IMPRINT ADDRESSES FOR DEC, 2014	3,938.77	3,938.77
46454	1/1/2015	76377	CLEANSTREET CITYWIDE STREET SWEEPING FOR NOV, 2014	3,702.43	3,702.43
46456	1/1/2015	81343249	CORELOGIC INFORMATION REALQUEST ONLINE REAL ESTATE DATA FOR NOV, 2014	3,123.75	3,123.75
46508	1/1/2015	35104	UNITED TRAFFIC SERVICES (150) SAFETY TRAFFIC CONES FOR PUBLIC WORKS DEPT	2,741.04	2,741.04
46491	1/1/2015	20141122	RIVERSIDE COUNTY FIRE DEPT. (20) HOUR RESIDENT COMMUNITY EMERGENCY RESPONSE TEAM (C.E.R.T.) ON NOV 21-23, 14	2,708.89	2,708.89
46460	12/31/2014	2651	DON MARUSKA & COMPANY, INC. STRATEGIC PLANNING ADVANCE PREPARATION, PLANNING & DEVELOPMENT SERVICES FOR DEC	2,600.00	2,600.00
46496	1/1/2015	14-1226	SILVER INK COMMUNICATIONS JAN 2015 NEWSLETTER EDITORIAL PLANNING, INTERVIEW, RESEARCH, WRITING, EDIT/PROOF	2,400.00	2,400.00
46480	1/1/2015	DTD 12/12/14	LUMPKIN, RUSSELL L. BUILDING INSPECTION, PLAN REVIEW, PERMIT ISSUANCE & CODE ENFORCEMENT DEC 1-DEC 12	2,280.00	2,280.00
46465	1/1/2015	3082	GLADWELL GOVERNMENTAL SERVICES RECORDS MANAGEMENT IMPROVEMENT SERVICES, ON-SITE MEETING ON NOV 11 & DEC 1, 2014	1,980.00	1,980.00
46455	1/1/2015	331197-849962 317055-849582 281271-740546 314329-846220	COACHELLA VALLEY WATER DIST. LLMD S. HWY 111 @ MANITOU UTILITIES NOV, 2014 LLMD A2 RANCHO PALMERAS DR UTILITIES FOR NOV, 2014 45-410 COOK ST UTILITIES FOR SEPT, 2014 45585 ELDORADO DR UTILITIES FOR SEPT, 2014	1,320.40 277.76 222.28 1.08	1,821.52
46471	1/1/2015	40101	IMAGE SALES, INC. (8) RE-TRANSFER FILMS/COLOR RIBBON SUPPLY FOR PROPERTY OWNER ID CARD PRINTER	1,567.46	1,567.46

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46441	1/1/2015		ART WORKS GALLERY		
		18821	(10) CITY CUSTOM PROCLAMATION FRAMES	1,318.90	
		18778	(2) CUSTOM MAYOR'S PORTRAIT FRAMES	222.79	1,541.69
46447	1/1/2015		BURRTEC WASTE & RECYCLING		
		44-WO 494032	(5) LARGE TRASH BINS & TONNAGE CHARGES FOR STORM FLOOD DAMAGE DEBRIS CLEAN UP	1,452.85	
		44-BS 405166	ONSITE STORAGE RENTAL FOR CHRISTMAS TREE DECORATIONS FOR DEC, 2014	80.00	1,532.85
46481	1/1/2015		MAILFINANCE, INC. DBA HASLER		
		N5047552	MAIL MACHINE RENTAL FOR JAN 8-APR 15, 2015	1,502.71	1,502.71
46477	1/1/2015		JOHN DEERE LANDSCAPES		
		70272570	COUPLING SOCKETS, PVC FITTINGS, & BEND-A-BOARD EDGINGS FOR AREA A8 IW LANE	667.31	
		70301866	ELECTRIC VALVE, ADAPTERS, PVC FITTINGS, HOT GLUE, & COUPLINGS FOR MILES/MTN COVE	269.47	
		70328424	PLASTIC STAKE BENDERS, DECK SCREWS, ROTARY NOZZLES & ROTATORS FOR AREA A8 IW LN	170.75	
		70328465	(3) ALUMINUM MANURE PITCH FORKS FOR LANDSCAPE SUPPLIES	158.60	
		70230455	(2) 7X7 BURLAP SHEETS FOR CITY PUBLIC WORKS YARD	109.35	
		70361093	CINCH TIES, COUPLING BARBS & 4-IN-1 SCREWDRIVER LANDSCAPE MAINTENANCE SUPPLIES	106.15	1,481.63
46478	1/1/2015		JP TREE CARE CERTIFD ARBORIST		
		11870	CITY HALL HOLIDAY TREE LIGHTING & DECORATION SERVICES	1,408.00	1,408.00
46476	1/1/2015		INNOVATIVE DOCUMENT SOLUTIONS		
		149277	CANON IR5075 & IRC5051 COPIERS MAINTENANCE FOR NOV, 2014	1,061.52	
		149276	CANON IR7105 & CANON IR4045 COPIER MAINTENANCE FOR NOV, 2014	274.47	
		149278	CANON IR3225 COPIER MAINTENANCE FOR SEPT-NOV, 2014	23.55	1,359.54
46503	1/1/2015		STEVENSON ENGINEERING, INC		
		170	STRUCTUAL ENGINEERING SERVICES FOR CITY STORAGE BUILDING	1,260.00	1,260.00
46497	1/1/2015		SIMPLOT PARTNERS		
		208040191	(750) LBS GOALKEEPER II RYEGRASS LANDSCAPE SUPPLY FOR GENERAL FUND AREAS	907.20	
		208042004	(1) FERTILIZER SPREADER & TEFLON TAPE LANDSCAPE MAINTENANCE SUPPLIES	242.50	1,149.70
46466	1/1/2015		GREAT AMERICA LEASING CORP.		
		16283056	CANON 4045 & 7105 COPIER LEASES FOR JAN, 2015	1,106.90	1,106.90
46489	1/1/2015		RA STRUCTURAL ENGINEERING		
		B00-011-925-1	76007 VIA CLUB VILLA PLAN CHECK SERVICES FOR NOV 8 & DEC 3, 2014	650.00	
		B00-011-830-1	75665 CAMINO DE PACO PLAN CHECK SERVICES FOR OCT 11 & DEC 1, 2014	455.00	1,105.00
46474	1/1/2015		INDIAN WELLS, CITY OF		
		PETTY CASH	DEPARTMENT HEAD ANNUAL LUNCHEON FOOD FOR DEC 12, 2014	180.88	
		PETTY CASH	(1)HOSE REEL FOR PW DEPT &(8)DISTILLED WATER FOR GOLF CARTS, ARROW BOARD TRAILER	96.70	
		PETTY CASH	LUNCH MEETING WITH J.GONSALVES, W.MCKINNEY, D.REED & R.BALOCCO FOR DEC 19, 2014	74.21	
		PETTY CASH	PESTICIDE APPLICATORS PROFESSIONAL SEMINAR REGISTRATION FOR R.BOWEN	70.00	
		PETTY CASH	(8) GINGERBREAD HOUSES FOR TEAM BUILDING EVENT ON DEC 12, 2014	63.92	
		PETTY CASH	LUNCH MEETING WITH T.MERTENS, T.PEABODY & K.MCCARTHY FOR NOV 17, 2014	60.11	
		PETTY CASH	LUNCH MEETING WITH T.MERTENS, T.PEABODY & W.MCKINNEY FOR NOV 5, 2014	58.38	

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			PETTY CASH (6) SETS OF COLORED COTTON HEADBANDS FOR EMPLOYEE TEAM BUILDING EVENT ON DEC 12	55.74	
			PETTY CASH (1) LARGE FRUIT TRAY PLATTER FOR HWY 111 PARKWAY LANDSCAPE BREAKFAST	49.99	
			PETTY CASH (3) CINEMARK MOVIE TICKETS FOR NOV/DEC EMPLOYEE BIRTHDAYS	47.97	
			PETTY CASH COOKIES FOR COMMUNITY EMERGENCY RESPONSE TEAM (CERT) TRAINING	40.41	
			PETTY CASH CITY VEHICLE TRAIL BLAZER FUEL EXPENSE REIMBURSEMENT	40.35	
			PETTY CASH (4) STARBUCKS & (4) IN-N-OUT GIFT CARDS FOR DEPT HOLIDAY DOOR DECORATION CONTEST	40.00	
			PETTY CASH BAGELS & CREAM CHEESE FOR NOV/DEC EMPLOYEE BIRTHDAY BREAKFAST	31.97	
			PETTY CASH LUNCH MEETING WITH A.GRANDYS & D.GLADWELL FOR DEC 1, 2014	31.54	
			PETTY CASH LUNCH MEETING WITH R.BALOCCO & W.MCKINNEY FOR DEC 3, 2014	31.08	
			PETTY CASH (3) DEC 2, 2014 WILDLIGHTS TICKETS REFUND	30.00	
			PETTY CASH ROTARY CLUB WEEKLY MEETING DUES FOR W.MCKINNEY FOR DEC 8, 2014	20.00	
			PETTY CASH ROTARY CLUB WEEKLY MEETING DUES FOR W.MCKINNEY FOR NOV 24, 2014	20.00	
			PETTY CASH CITY COUNCIL ROTATION RECEPTION COFFEE SERVICE TIP FOR DEC 4, 2014	10.00	
			PETTY CASH (1) DEC 2, 2014 WILDLIGHTS TICKET REFUND	10.00	
			PETTY CASH (1) DEC 2, 2014 WILDLIGHTS TICKET REFUND	10.00	
			PETTY CASH CJPIA ANNUAL CONFERENCE TRAVEL MEAL EXPENSE REIMB FOR K.MCCARTHY	4.41	
			PETTY CASH TICKETS FOR EMPLOYEE RECOGNITION & HOLIDAY CELEBRATION ON DEC 19, 2014	3.23	
			PETTY CASH PETTY CASH RECONCILING ITEM FOR NOV 6 TO DEC 29, 2014	-0.02	1,080.87
46487	1/1/2015		POWERS AWARDS		
		126228	(11) HOSPITALITY EMPLOYEE PLAQUES FOR DEC 12, 2014	642.22	
		126360	UPDATED NAME PLATES, & PLAQUE ENGRAVING SVC FOR COUNCIL ROTATION	436.10	1,078.32
46470	1/1/2015		HOME DEPOT		
		3211574	LED LIGHTS FOR CITY HALL TREES HOLIDAY LIGHTING	516.81	
		3152921	LED LIGHTS FOR CITY HALL TREES HOLIDAY LIGHTING	221.50	
		4211346	FUEL LINE REPOWER KIT, REPLACEMENT FUEL PIPE & 3-PACK BULBS SHOP TOOLS	58.34	
		4211345	STAPLE GUN & STAPLES FOR CITY HALL TREES HOLIDAY LIGHTING	54.85	851.50
46506	1/1/2015		TOPS N BARRICADES		
		1043877	NO LEFT TURN, NO RIGHT TURN, LANE CLOSED & SHOULDER WORK SIGNS FOR DEC 3	828.79	828.79
46437	12/19/2014		RENOWN MUZIC BAND		
		DTD 12/15/14	EMPLOYEE RECOGNITION AND HOLIDAY CELEBRATION EVENT ENTERTAINMENT FOR DEC 19,2014	800.00	800.00
46501	1/1/2015		SOUTHWEST NETWORKS		
		14-12529	CITY HALL OFFSITE STORAGE SERVICES FOR JAN, 2015	538.92	
		14-12530	CITY HALL OFFSITE STORAGE SERVICE OVERAGES FOR NOV, 2014	194.40	733.32
46505	1/1/2015		TELEPACIFIC COMMUNICATIONS		
		62410103-0	CITY HALL PHONE SERVICE FOR DEC 16, 2014-JAN 15, 2015	491.63	
		62427945-0	EMERGENCY PHONE SERVICES FOR DEC 16, 2014-JAN 15, 2015	157.72	649.35
46502	1/1/2015		STAPLES		
		8032312911	2015 WALL CALENDARS, NOTE PADS, COPY PAPER, GREEN TEA, COFFEE CREAMER, & PENS	494.87	494.87

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46457	1/1/2015	AN0000000400	COUNTY OF RIVERSIDE ANIMAL SHELTER, FIELD SVC, LICENSES, OPERATIONS & MAINT. FOR NOV, 2014	478.07	478.07
46490	1/1/2015	4791 4790 4789 4788	RASA REVIEW LOT LINE ADJUSTMENT 7-14-07 FINAL PLAN CHECK SERVICE FEES LOT LINE ADJUSTMENT 7-14-06 REVIEW FINAL PLAN CHECK SERVICE FEES PARCEL MERGER 15-14-05 REVIEW FINAL PLAN CHECK SERVICE FEES PARCEL MERGER 15-14-04 REVIEW FINAL PLAN CHECK SERVICE FEES	190.00 95.00 95.00 95.00	475.00
46450	1/1/2015	14396758	CANON FINANCIAL SERVICES, INC CW300 & SCEXPN WIDE FORMAT COPIER/SCANNER LEASE FOR DEC, 2014	453.33	453.33
46464	1/1/2015	338260	FULTON DISTRIBUTING TOILET PAPER, FACIAL TISSUE, TOWELS, 12-45 GALLON LINERS & HAND SOAP	420.67	420.67
46488	1/1/2015	2162	PROPER SOLUTIONS COMMUNITY DEVELOPMENT TEMP SVCS FOR DEC 3 TO DEC 5, 2014	396.00	396.00
46482	1/1/2015	5576	MARK CIESLIKOWSKI PHOTOGRAPHY COUNCIL CHANGE OVER CEREMONY PHOTOGRAPHY SHOOTING FEE & DVD BURNING SVCS	356.40	356.40
46442	1/1/2015	917.531	B.G. STRUCTURAL ENGINEERING 46-387 MANITOU DRIVE PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	325.00	325.00
46452	1/1/2015	DTD 12/19/14	CATHEDRAL CITY FLORIST (6) 72" EMPLOYEE APPRECIATION DINNER TABLE CENTERPIECES	275.77	275.77
46436	12/19/2014	O.AGUILAR	HOSPITALITY EMPLOYEE OF THE YR HOSPITALITY EMPLOYEE OF THE YEAR AWARD FOR 2014	250.00	250.00
46433	12/12/2014	DTD 10/15/14	WALMART SHOP WITH A COP PROGRAM FUNDING FOR THE 2014 CHRISTMAS SEASON	245.00	245.00
46509	1/1/2015	341-3179 200-1815	VERIZON CALIFORNIA CITY HALL FIRE/ALARM PHONE LINE SERVICE FOR NOV 25-DEC 24, 2014 TRAFFIC SIGNAL PHONE LINE FOR DEC 13, 2014-JAN 12, 2015	167.13 54.00	221.13
46492	1/1/2015	9990116000-1410	RIVERSIDE COUNTY INFORMATION SHERIFF MOTORCYCLE RADIO OPERATIONAL COSTS FOR OCT, 2014	214.34	214.34
46500	1/1/2015	292662	SOUTHWEST BOULDER & STONE INC. DESERT GOLD ROCK FOR SUPERIOR COURT LOS LAGOS DRAINAGE IMPROVEMENT SUPPLY	196.76	196.76
46440	1/1/2015	141300106101 141200106101	AROUND-THE-CLOCK AFTER HOURS PHONE ANSWERING SERVICE FOR NOV 17-DEC 15, 2014 AFTER HOURS PHONE ANSWERING SERVICE FOR NOV 17 TO DEC 14, 2014	103.30 91.90	195.20

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46439	1/1/2015		AMERICAN FORENSIC NURSES		
		65721	(2) PUBLIC SAFETY BLOOD DRAW TESTING SERVICE	80.00	
		65629	(1) PUBLIC SAFETY BLOOD DRAW TESTING SERVICES	40.00	
		65600	(1) PUBLIC SAFETY BLOOD DRAW TESTING SERVICES	40.00	160.00
46475	1/1/2015		INLAND LIGHTING SUPPLIES, INC.		
		178031	(6) ALBRIGHT CLEAR FLUORESCENT LIGHTS FOR IW FIRE STATION #55	145.80	145.80
46444	1/1/2015		BEST SIGNS, INC.		
		83509	(1) ELECTRICAL REPAIR SURVEY SIGN AT 74-785 HWY 111 STE 101	142.50	142.50
46459	1/1/2015		DESERT SUN PUBLISHING CO.		
		0005127107	PLANNING DEPT LEGAL PUBLIC NOTICE NO.1844 FOR NOV 23, 2014	141.16	141.16
46467	1/1/2015		HANSON, DOUGLAS		
		LOS ANGELES	LCC 2014 ANNUAL CONFERENCE TRAVEL EXPENSE REIMB ON SEPT 3-5, 2014	141.12	141.12
46504	1/1/2015		TCC SALES		
		16394	EXTERIOR FLATE PAINT & PAINT CARE FEE GALLON PUBLIC WORKS PAINT SUPPLIES	120.53	120.53
46468	1/1/2015		HDS WHITE CAP CONST SUPPLY		
		10002704511	(1) FIRE HOSE & NOZZLE FOR CITY WATER TANK TRAILER	115.97	115.97
46507	1/1/2015		TYLER TECHNOLOGIES, INC.		
		174413	(100) 1099 FORM, (50) W2'S AND (100) 1099 ENVELOPES FOR 2014	110.01	110.01
46449	1/1/2015		CALIFORNIA MUNICIPAL REVENUE &		
		390	S.HAPNER MEMBERSHIP DUES FOR JAN 1-DEC 31, 2015	100.00	100.00
46463	1/1/2015		FIRST CHOICE SERVICES		
		556442	COFFEE SUPPLY FOR DEC 15, 2014	94.75	94.75
46510	1/1/2015		VERIZON WIRELESS		
		9736114198	CITY, CSO & BURGLARY SURPRESSION UNIT CELLULAR PHONES FOR OCT 26-NOV 25, 2014	92.94	92.94
46499	1/1/2015		SOUTHERN CALIFORNIA GAS CO.		
		16102760622	44900 ELDORADO DRIVE FIRE STATION UTILITIES FOR OCT 28-DEC 1, 2014	88.11	88.11
46462	1/1/2015		ENTERPRISE RENT-A-CAR		
		4045019	CITY VEHICLE REPAIR CAR RENTAL SERVICE FOR NOV 18-NOV 20, 2014	74.74	74.74
46446	1/1/2015		BIO-TOX LABORATORIES		
		29568	IW POLICE DRUG TESTING SVCS FOR OCT 27, 2014	74.00	74.00

CITY OF INDIAN WELLS
01/01/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46448	1/1/2015	068192	CALIFORNIA DEPT OF JUSTICE BLOOD ALCOHOL ANALYSIS SERVICE FOR OCT, 2014	70.00	70.00
46451	1/1/2015	988356823 988346077	CANON SOLUTIONS AMERICA, INC. SCEXPN WIDE FORMAT COPIER/SCANNER MAINTENANCE FOR DEC, 2014 COLORWAVE 300 COLOR PRINTER USAGE & MAINTENANCE FOR NOV, 2014	50.12 18.12	68.24
46479	1/1/2015	11802 1605158	LASR-INK (6) LASER PRINTER INK CARTRIDGES SALES TAX DUE ON (4) LASER PRINTER INK CARTRIDGES	58.32 7.29	65.61
46453	1/1/2015	D.GASSAWAY	CCMF 2015 ANNUAL CCMF MEMBERSHIP DINNER REGISTRATION FOR D.GASSAWAY ON JAN. 29, 2015	65.00	65.00
46495	1/1/2015	SH0000025098	RIVERSIDE COUNTY SHERIFF DEPT. TRAFFIC MOTORCYCLE FUEL FOR SEPT 25-OCT 2, 2014	61.41	61.41
46485	1/1/2015	188970 188954 188881	PALM DESERT ACE HARDWARE (3) FLASHLIGHT BATTERIES & (1) AIR BLOW GUN PUBLIC WORKS TOOL SUPPLY CLAMPS, HOSE BARB, & CONNECTORS FOR COUNCIL KITCHENTTE ICE MACHINE INSTALLATION CLEAR SPRAY PAINT FOR PUBLIC WORKS DEPT	28.58 21.42 5.39	55.39
46438	12/19/2014	352000006506	UNITED WAY OF THE DESERT PAYROLL EMPLOYEE CONTRIBUTIONS FOR DEC 19, 2014	27.00	27.00
46484	1/1/2015	627757319-157	NEXTEL COMMUNICATIONS R.BOWEN LANDSCAPE SPECIALIST PUSH TO TALK CELL SVC FOR NOV 12-DEC 11, 2014	19.99	19.99
46483	1/1/2015	210887	NAPA AUTO PARTS TRAILER CONNECTION SOCKET FOR CITY FORD F150	9.71	9.71
46458	1/1/2015	00I4661660	DESERT PIPE & SUPPLY (1) TANK LEVER WOMEN'S RESTROOM REPAIR AT 45-200 CLUB DRIVE	2.94	2.94

78 checks in this report

TOTAL CITY WARRANTS 46433-46511: 399,000.84

CITY OF INDIAN WELLS
01/01/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
Wires :					
1511	12/19/2014		CALIFORNIA PUBLIC EMPLOYEES		
		100000014439198	MEDICAL INSURANCE FOR JAN 2015	66,418.79	66,418.79
1510	12/23/2014		INTERNAL REVENUE SERVICE		
		95-2489139	FWT, FICA & MEDICARE FOR DEC 19, 2014	32,374.25	32,374.25
1512	12/19/2014		CALPERS RETIREMENT SYSTEM		
		6392517834	PAYROLL CONTRIBUTIONS FOR DEC 19, 2014	8,839.49	8,839.49
1513	12/19/2014		CALIFORNIA, STATE OF		
		925-0060-2	SDI & SWT DEPOSIT FOR DEC 19, 2014	8,053.68	8,053.68
1509	12/19/2014		ICMA		
		CONTRIBUTIONS	401A, 457 & ROTH IRA FOR DEC 19, 2014	7,605.77	7,605.77
2874	12/19/2014		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	PAYROLL EE DUES FOR DEC 19, 2014	210.00	210.00
TOTAL PAYROLL WIRE DISBURSEMENTS 1509-1513 & 2874:				123,501.98	

CITY OF INDIANAPOLIS, WELLS
01/01/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
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	EFT 13562-13591	85,719.45
	2875-2876	<u>2,932.34</u>
	Total Net Payroll 12/19/14	<u>88,651.79</u>

	TOTAL CITY DISBURSEMENTS:	<u><u>611,154.61</u></u>
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Note: Warrants 46433-46511 were issued prior to City Council approval.

Note: Warrant 46295 dated 12/07/14 was voided on 12/17/14.

**CITY OF INDIAN WELLS
01/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46577	1/15/2015	1998	LIVING DESERT, THE 2014 WILDLIGHTS CULTURAL & PROMOTIONAL GRANT FOR FY 2014/15	60,000.00	60,000.00
46548	1/15/2015	GRANT	COACHELLA VALLEY RESCUE COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	25,000.00	25,000.00
46582	1/15/2015	GRANT	MARTHA'S VILLAGE & KITCHEN COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	20,000.00	20,000.00
46588	1/15/2015	GRANT	OLIVE CREST COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	15,000.00	15,000.00
46576	1/15/2015	1088 1122	LIPPERT CONSTRUCTION, INC. CITY ROADWAYS STORM CLEAN UP EMERGENCY SINK HOLE REPAIR ON WARNER TRAIL STORM CLEAN UP EMERGENCY SINK HOLE REPAIR ON WARNER TRAIL RETENTION RELEASE	13,494.37 1,499.38	14,993.75
46572	1/15/2015	7817	J.H. THOMPSON & SONS, INC. SUPERIOR COURT DRAINAGE IMPROVEMENT SERVICES FOR OCT, 2014	11,781.90	13,904.00
		RETENTION	SUPERIOR COURT DRAINAGE IMPROVEMENT RETENTION FOR OCT, 2014	2,122.10	
46568	1/15/2015	23140REVISED	HOSPITALITY EBUSINESS SEARCH ENGINE/EMAIL MARKETING, WEBSITE OPERATION, ACCOUNT MGMT FOR JAN-MAR 2015	13,770.02	13,770.02
46600	1/15/2015	GRANT	SHELTER FROM THE STORM, INC. COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	10,000.00	10,000.00
46532	1/15/2015	GRANT	ANGEL VIEW, INC. COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	10,000.00	10,000.00
46560	1/15/2015	GRANT	FISH OF THE LOWER C.V. COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	10,000.00	10,000.00
46539	1/15/2015	GRANT	BIG BROTHERS BIG SISTERS COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	10,000.00	10,000.00
46541	1/15/2015	GRANT	BOYS & GIRLS CLUB OF COACHELLA COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	10,000.00	10,000.00
46589	1/15/2015	GRANT	OPERATION SAFEHOUSE COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	10,000.00	10,000.00
46551	1/15/2015	GRANT	DESERT ARC COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	10,000.00	10,000.00

**CITY OF INDIAN WELLS
01/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46585	1/15/2015		MIZELL SENIOR CENTER OF PALM		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	10,000.00	10,000.00
46606	1/15/2015		STROKE RECOVERY CENTER		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	9,500.00	9,500.00
46579	1/15/2015		LOVING ALL ANIMALS		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	7,500.00	7,500.00
46583	1/15/2015		MARTIN SWEEPING		
		6916	STORM DRAIN FACILITIES MAINTENANCE FOR DRAINAGE MAINT BENEFIT DIST (DBAD)	6,800.00	6,800.00
46546	1/15/2015		COACHELLA VALLEY ASSOC OF GOVT		
		DEC14	TUMF FEES COLLECTED FOR DEC, 2014	5,512.32	
		CV 15096-14	SOUTHERN CALIFORNIA AIR QUALITY MGMT DISTRICT FUNDS (AB2766) FOR JUL-SEPT 2014	962.71	6,475.03
46550	1/15/2015		DANNA ELECTRIC, INC.		
		99-44463D	44463 DAKOTA ELECTRICAL,CABLE & COMMUNICATIONS CONDUIT INSTALLATION(RULE 20B)	5,440.00	
		99-77369B3	77369 CHEYENNE ELECTRICAL,CABLE & COMMUNICATIONS CONDUIT INSTALLATION (RULE 20B)	750.00	6,190.00
46557	1/15/2015		DON MARUSKA & COMPANY, INC.		
		2653	FOLLOW UP TO IDENTIFY AND REINFORCE SUCCESSES FOR COUNCIL STRATEGIC PLANNING	5,400.00	5,400.00
46533	1/15/2015		ASSISTANCE LEAGUE OF PALM		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	5,000.00	5,000.00
46595	1/15/2015		RANCH RECOVERY CENTERS, INC.		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	5,000.00	5,000.00
46598	1/15/2015		SAN JOSE COMMUNITY & BEA MAIN		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	5,000.00	5,000.00
46574	1/15/2015		JEWISH FAMILY SERVICE OF THE		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	5,000.00	5,000.00
46553	1/15/2015		DESERT CANCER FOUNDATION		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	5,000.00	5,000.00
46591	1/15/2015		PALM SPRINGS SCOTTISH RITE		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	5,000.00	5,000.00
46566	1/15/2015		HIDDEN HARVEST		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	5,000.00	5,000.00
46616	1/15/2015		WELL IN THE DESERT, THE		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	5,000.00	5,000.00

CITY OF INDIAN WELLS
01/15/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46535	1/15/2015		B.G. STRUCTURAL ENGINEERING		
		917.498	TOSCANA PLAN 641 PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	875.00	
		917.512	TOSCANA PLAN 500 PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	837.50	
		917.518	78-200 MILES AVE PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	650.00	
		917.533	TOSCANA 600 SERIES OPTIONS PLAN CHECK SVC-ENGINEER, ARCHITECTURE, ADMINISTRATION	537.50	
		917.532	45-520 CIELITO DRIVE PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	425.00	
		917.520	76-384 VIA VOLTERRA PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	325.00	
		917.523	45-751 RANCHO PALMERAS PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	312.50	
		917.529	49-474 HIDDEN VALLEY TRAIL PLAN CHECK SVCS-ENGINEER & ADMINISTRATION	275.00	
		917.527	44-600 INDIAN WELLS LANE PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	275.00	
		917.534	77-165 DELGADO DRIVE PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	275.00	
		917.539	45-525 NAVAJO ROAD PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, ADMINISTRATION	137.50	4,925.00
46563	1/15/2015		GRAPHTEK INTERACTIVE		
		9337-1	NEWSLETTER DESIGN, LAYOUT & PROJECT MANAGEMENT SERVICES FOR JAN 2015 ISSUE	2,500.00	
		9304-1	PROPERTY OWNER ID CARD (POIC) USE POLICY BROCHURE DESIGN, LAYOUT, PRINT MGMT	2,163.74	
		9306-1	PREPARE NEW COUNCIL MEMBER IMAGES FOR WEBSITE	135.00	
		9369-1	DESIGN 1-SIDED FULL COLOR REALTOR FLYER	25.00	
		9368-1	DESIGN 1-SIDED FULL COLOR REALTOR FLYER	25.00	4,848.74
46615	1/15/2015		VINTAGE ASSOCIATES		
		SI-153211	PLANT REPLACEMENT SERVICES FOR CITY PARKWAYS ON HWY 111 ZONE A8	4,600.00	4,600.00
46552	1/15/2015		DESERT BEST FRIENDS CLOSET		
		GRANT	COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	4,500.00	4,500.00
46565	1/15/2015		HEPTAGON SEVEN CONSULTING, INC.		
		201412006	IW VILLAGE RULE 20B UTILITY UNDERGROUNDING MGMT SVCS FOR NOV 8-DEC 12, 2014	3,982.50	3,982.50
46594	1/15/2015		RA STRUCTURAL ENGINEERING		
		B00-011-798-1	75690 FAIRWAY DRIVE PLAN CHECK SERVICES FOR OCT 4-DEC 11, 2014	3,315.00	
		B00-011-981-1	46300 JACARANDA COURT PLAN CHECK SERVICES FOR DEC 19, 2014	650.00	3,965.00
46523	1/7/2015		DELTA DENTAL		
		BE001014821	DENTAL INSURANCE FOR JAN 2015	3,310.00	3,310.00
46575	1/15/2015		LIGATURE, THE		
		2011647	(10,000) BLANK CITY ENGRAVED TWO-COLOR BUSINESS CARD STOCK SUPPLY	2,768.60	
		2011937	(750) ENGRAVED BUSINESS CARDS FOR R.BALOCCO, T.PEABODY & D.REED	252.77	
		2011646	(250) ENGRAVED BUSINESS CARDS FOR C.WIGGINS MAINTENANCE WORKER II	89.56	3,110.93
46580	1/15/2015		LUMPKIN, RUSSELL L.		
		DTD 12/31/14	BUILDING INSPECTION, PLAN REVIEW, PERMIT ISSUANCE & CODE ENFORCEMENT DEC 15-DEC 31	3,096.00	3,096.00
46609	1/15/2015		TRAFFEX ENGINEERS INC		
		2	CITY TRAFFIC ENGINEERING SERVICES FOR OCT 1-DEC 19, 2014	2,940.75	2,940.75

**CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46549	1/15/2015		COACHELLA VALLEY WATER DIST.		
		155761-422706	INCA DRIVE UTILITIES FOR DEC, 2014	285.56	
		155641-422578	44980 COOK ST UTILITIES FOR DEC, 2014	282.76	
		156361-423526	HWY 111 LANDSCAPE UTILITIES FOR DEC, 2014	281.10	
		153215-419808	MILES AVE/WARNER TRL UTILITIES FOR DEC, 2014	199.18	
		281269-740542	OSAGE TRL LOT 30 UTILITIES FOR DEC, 2014	177.90	
		313547-845300	MILES AVE EAST OF WARNER TRL UTILITIES FOR DEC, 2014	163.34	
		281233-740500	76625 HWY 111 UTILITIES FOR DEC, 2014	151.18	
		314329-846220	45585 ELDORADO DR UTILITIES FOR DEC, 2014	119.80	
		281271-740546	45-410 COOK ST UTILITIES FOR DEC, 2014	106.89	
		324083-740422	SANDPIPER DR/MANITOU UTILITIES FOR DEC, 2014	106.36	
		542759-418520	SANDPIPER DR/MANITOU UTILITIES FOR DEC, 2014	97.96	
		155581-422504	COOK ST CENTER MEDIAN UTILITIES FOR DEC, 2014	92.92	
		152067-418436	44-860 ELDORADO DRIVE UTILITIES FOR DEC, 2014	62.56	
		152991-419528	HWY 111 UTILITIES FOR DEC, 2014	61.58	
		152073-418442	44-950 ELDORADO DRIVE UTILITIES FOR DEC, 2014	61.28	
		152069-418438	FIRE STATION #55 UTILITIES FOR DEC, 2014	58.06	
		155805-422752	HWY 111 EAST OF CLUB DR UTILITIES FOR DEC, 2014	55.96	
		152071-418440	44-500 INDIAN WELLS LANE UTILITIES FOR DEC, 2014	54.70	
		314511-846428	44500 INDIAN WELLS LN UTILITIES FOR DEC, 2014	47.98	
		152175-418598	44502 ELDORADO DR UTILITIES FOR DEC, 2014	44.20	
		314309-846198	75420 MANSFIELD DR UTILITIES FOR DEC, 2014	43.50	
		152599-419102	45318 INDIAN WELLS LN UTILITIES FOR DEC, 2014	40.28	
		314499-846416	OSAGE TRL LOT 4 UTILITIES FOR DEC, 2014	32.44	
		152575-419066	45200 CLUB DR UTILITIES FOR DEC, 2014	32.30	
		314503-846420	OSAGE TRL MEDIAN WEST OF PAWNEE UTILITIES FOR DEC, 2014	31.32	
		152173-418596	ELDORADO DR SE CORNER OF OSAGE TRL UTILITIES FOR DEC, 2014	29.08	
		308623-839674	INDIAN WELLS LANE MEDIANS UTILITIES FOR DEC, 2014	19.00	
		134443-394192	44010 SUPERIOR COURT UTILITIES FOR DEC, 2014	17.08	
		281261-740534	44-860 ELDORADO DR UTILITIES FOR DEC, 2014	15.00	
		281263-740536	44-950 ELDORADO DRIVE UTILITIES FOR DEC, 2014	10.00	2,781.27
46601	1/15/2015		SILVER INK COMMUNICATIONS		
		14-1227	CITY & PUBLIC RELATIONS COPYWRITING, COPYEDITING, PROOFREADING SVCS FOR JAN-MAR	2,500.00	
		17-1228	CITY & PUBLIC RELATIONS MISC WRITING AND EDITING SVCS FOR DEC 2014	200.00	2,700.00
46562	1/15/2015		GRANICUS		
		60910	LEGISTAR AND VOTECAST SOFTWARE LICENSING AND SUPPORT FOR JAN 1 TO MAR 31, 2015	2,697.00	2,697.00
46536	1/15/2015		BATISTE, TANA		
		SCHOOL REIMB	EDUCATION REIMBURSEMENT FOR FALL TERM 2014	2,476.33	2,476.33
46611	1/15/2015		UNION BANK OF CALIFORNIA		
		896431	ANNUAL ADMINISTRATIVE CUSTODIAL FEES FOR SEPT 1-NOV 30, 2014	2,211.00	2,211.00

**CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46612	1/15/2015	252	VACATION RENTAL COMPLIANCE,LLC VACATION RENTAL COMPLIANCE EMAILS/CALLS,MEETINGS,CITATION PREPEARATION DEC, 2014	2,160.00	2,160.00
46544	1/15/2015	14440860	CANON FINANCIAL SERVICES, INC IRC5051 & IR5075 CANON COPIERS LEASES & PROPERTY TAXES FOR JAN, 2015	1,760.03	1,760.03
46525	1/7/2015	4015595	UNION SECURITY INSURANCE CO. SHORT/LONG TERM DISABILITY FOR JAN 2015	1,624.64	1,624.64
46581	1/15/2015	5579 5587 5580 5575 5588	MARK CIESLIKOWSKI PHOTOGRAPHY WILDLIGHTS EVENT PHOTOGRAPHY SHOOTING FEE & DVD BURNING SVCS FOR DEC 8, 2014 HOSPITALITY AWARDS PHOTOGRAPHY SHOOTING FEE & DVD BURNING SVCS FOR DEC 16, 2014 SUNNYLANDS RESIDENT EVENT PHOTOGRAPHY SHOOTING FEE & DVD BURNING SVCS ON DEC 10 HWY 111 LANDSCAPE PHOTOGRAPHY SHOOTING FEE & DVD BURNING SVCS ON DEC 3, 2014 (6) 5X7 VETERANS DAY CUSTOM PRINTS	383.40 345.60 345.60 318.60 77.76	1,470.96
46592	1/15/2015	DTD 1/5/15	PAULL, MARVIN J. POST-RETIREMENT MEDICAL BENEFITS CITY ACTUARIAL VALUATION SERVICES (OPEB)	1,430.00	1,430.00
46547	1/15/2015	DEC14	COACHELLA VALLEY CONSERVATION MSHCP COLLECTED FOR DEC, 2014	1,279.08	1,279.08
46531	1/15/2015	GRANT	ACT FOR MS COMMUNITY ASSISTANCE GRANTS-IN-AID FOR FY 2014/15	1,100.00	1,100.00
46607	1/15/2015	8448410760148720 8448410760152292	TIME WARNER CABLE CITY HALL INTERNET SERVICES FOR JAN 6 2015-FEB 5, 2015 CITY MANAGERS OFFICE CABLE TELEVISION SERVICE FOR DEC 14, 14-JAN 13, 15	889.00 87.02	976.02
46542	1/15/2015	OCT-DEC14	CALIF. DEPT OF CONSERVATION STRONG MOTION INSTRUMENTATION (SMI) FEES COLLECTED FOR OCT-DEC 2014	965.15	965.15
46564	1/15/2015	LOS ANGELES	HANSON, DOUGLAS LCC 2014 ANNUAL CONFERENCE TRAVEL EXPENSE REIMBURSEMENT ON SEPT 3-5,14	926.00	926.00
46602	1/15/2015	208043182	SIMPLOT PARTNERS (60) BAGS OF FERTILIZER FOR CITY GENERAL FUND LANDSCAPE AREAS	891.01	891.01
46527	1/7/2015	121858900001	VISION SERVICE PLAN - (CA) VISION INSURANCE FOR JAN 2015	815.32	815.32
46593	1/15/2015	2193 2224	PROPER SOLUTIONS COMMUNITY DEVELOPMENT TEMP SVCS FOR DEC 10 TO DEC 11, 2014 COMMUNITY DEVELOPMENT TEMP SVCS FOR DEC 17 TO DEC 18, 2014	316.80 316.80	633.60
46573	1/15/2015	66426	JAM SERVICES INC. (1) STREET SIGN REPLACEMENT PANEL WITH LOGO FOR CLUB DRIVE	625.59	625.59

**CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46586	1/15/2015	1127	N.E.A.D. INC IPHONE MUNICIPAL APP SUPPORT FOR JAN-MAR 2015	600.00	600.00
46524	1/7/2015	643033	STANDARD INSURANCE COMPANY LIFE INSURANCE/AD&D FOR JAN 2015	551.27	551.27
46545	1/15/2015	RK09252	CDW GOVERNMENT, INC. (3) GRAPHICS CARDS & (1) HP LASERJET PRINTER	548.74	548.74
46567	1/15/2015	7011180 7112498	HOME DEPOT LUMBER & SUPPLIES FOR CARL BRAY SIGN STORAGE SCREWS & BUBBLE CUSHION WRAP FOR CARL BRAY SIGN STORAGE	439.72 70.68	510.40
46528	1/8/2015	1120701-2 0007	ERIC FRENCH, OWNER DUST CONTROL/GRADING PERMIT DEPOSIT REFUND FOR 75-290 DESERT PARK DRIVE	500.00	500.00
46570	1/15/2015	1432401-2 0007	INDIAN WELLS GLASS & MIRROR REFUND BUILDING PERMIT # B00-011-970 FOR 77660 CHEROKEE ROAD	476.81	476.81
46543	1/15/2015	OCT-DEC14	CALIFORNIA BUILDING STANDARDS CBSC FEES COLLECTED FOR OCT-DEC 2014	450.90	450.90
46604	1/15/2015	3252004873 3250811049 3252004872	STAPLES DISHWASHING SOAP, SPONGES, COFFEE CREAMERS, BINDER CLIPS & COPY PAPER ASPIRIN, KLEENEX TISSUE, GLUE STICKS, POST-ITS, & COFFEE CREAMER CONE WATER CUPS FOR CITY HALL WATER DISPENSERS	319.51 85.00 29.10	433.61
46587	1/15/2015	31834331	NORTHERN-BLUETARP FINANCIAL (10) HARD HATS, (5) BRIM HARD HATS, NECK SHADES, ANSI OSHA KIT & SAFETY GLASSES	421.05	421.05
46538	1/15/2015	83584	BEST SIGNS, INC. MAYOR & COUNCIL MEMBERS NAME AND TITLE OFFICE WINDOW VINYL LETTERING	372.78	372.78
46555	1/15/2015	0014677360	DESERT PIPE & SUPPLY (1) 12-GALLON REPLACEMENT ELECTRIC WATER HEATER FOR IW FIRE STATION	323.97	323.97
46613	1/15/2015	341-3179 346-0407	VERIZON CALIFORNIA CITY HALL FIRE/ALARM PHONE LINE SERVICE FOR DEC 25, 2014-JAN 24, 2015 CITY HALL FAX SERVICE FOR DEC 19, 2014-JAN 18, 2015	167.13 113.72	280.85
46603	1/15/2015	2-32-228-7590	SOUTHERN CALIFORNIA EDISON CO. 45-200 CLUB DR & CLUB DR STE B UTILITIES FOR DEC, 2014	270.82	270.82
46597	1/15/2015	9990116000-1411	RIVERSIDE COUNTY INFORMATION SHERIFF MOTORCYCLE RADIO OPERATIONAL COSTS FOR NOV, 2014	214.34	214.34
46608	1/15/2015	1044127	TOPS N BARRICADES (2) 30" SHOULDER WORK AHD TRAFFIC SIGNS FOR PUBLIC WORKS DEPT	180.79	

**CITY OF INDIAN WELLS
01/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46610	1/15/2015	1044211	(1) BAG OF REFLECTIVE GLASS BEADS FOR BICYCLE SAFETY SIGNS	30.24	211.03
		21182	TROPICAL PLANT SERVICES INDOOR PLANT MAINTENANCE SERVICE FOR DEC, 2014	205.00	205.00
46556	1/15/2015	OCT-DEC14	DIVISION OF STATE ARCHITECT DISABILITY ACCESS AND EDUCATION FEES (SB 1186) COLLECTED FOR OCT-DEC 2014	192.00	192.00
46584	1/15/2015		MAXIMUM SECURITY		
		92931	BATTERY REPLACEMENT & CLEANING OF SMOKE DETECTOR SERVICE CALL ON DEC 14, 2014	110.78	
		92317	CITY HALL BACK ENTRANCE ACCESS CONTROL DOOR RE-PROGRAMMING SVC	65.00	175.78
46578	1/15/2015		LOCK SHOP, INC., THE		
		77775	(1) KNOB ENTRY LOCK & INSTALLATION FOR D.GASSAWAY OFFICE	157.30	157.30
46561	1/15/2015		GOVERNMENT FINANCE OFFICERS		
		0154003	GFOA MEMBERSHIP RENEWAL BALANCE DUE FOR K.MCCARTHY NOV 1, 2014-OCT 31, 2015	144.00	144.00
46537	1/15/2015		BATTERY SYSTEMS, INC.		
		18-035752	(1) NEW BATTERY FOR DUMP TRAILER FOR PW DEPT	140.41	140.41
46599	1/15/2015		SHARK POOLS, INC.		
		15200101	CITY HALL ENTRANCE FOUNTAIN MAINTENANCE FOR JAN, 2014	140.00	140.00
46559	1/15/2015		FERNANDO'S BUST-A-BUG		
		83900	CIVIC CENTER EXTERIOR & INTERIOR PEST CONTROL SERVICE FOR DEC, 2014	96.00	
		83899	WALK OF HONOR PEST CONTROL SERVICE FOR DEC, 2014	20.00	116.00
46614	1/15/2015		VERIZON WIRELESS		
		9737832731	CITY, CSO & BURGLARY SURPRESSION UNIT CELLULAR PHONES FOR NOV 26-DEC 25, 2014	88.73	88.73
46530	1/12/2015		LOKEY, LOREY		
		1500501-1 0006	2015 SHORT-TERM RENTAL BUSINESS LICENSE & STATE FEE REFUND	86.00	86.00
46569	1/15/2015		IMPERIAL IRRIGATION DISTRICT		
		50579115	78560 VISTA DEL SOL #A BRIDGE LIGHTING UTILITIES FOR NOV 20-DEC 22, 2014	58.39	58.39
46605	1/15/2015		STAPLES		
		23798	2015 CALENDAR SUPPLY FOR PUBLIC WORKS DEPT	29.13	
		29703	RESIDENT EVENT RAFFLE TICKET SUPPLY	20.51	49.64
46590	1/15/2015		PALM DESERT ACE HARDWARE		
		189302	DECORATIVE SANTA, GLUE GUN & GLUE STICKS	34.00	
		189306	DRYWALL SCREWS & PLASTIC ANCHOR FOR HANGING OF MAYOR'S FRAMES	15.53	49.53
46558	1/15/2015		FEDERAL EXPRESS CORP.		
		2-873-65792	EXPRESS MAIL SERVICE FOR ENGINEERING DEPT ON NOV 22, 2014	49.37	49.37

CITY OF INLAND EMERALD WELLS
01/15/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
46554	1/15/2015		DESERT ELECTRIC SUPPLY		
		S2143126.001	(3) LANDSCAPE LIGHTING CONTROLLERS FOR CITY PARKWAYS	34.57	
		S2146250.001	(5) 12-VOLT HALOGEN LIGHTS FOR PW DEPT ELECTRICAL SUPPLIES	11.49	46.06
46596	1/15/2015		RIVERSIDE COUNTY AUDITOR/		
		NOV14	CITY CITATION COLLECTIONS REIMBURSEMENT FOR NOV, 2014	37.50	37.50
46571	1/15/2015		INLAND LIGHTING SUPPLIES, INC.		
		178943	(1) 19" WESTLAKE POST LANTERN FOR MOUNTIAN VIEW VILLAS	30.24	30.24
46526	1/7/2015		UNITED WAY OF THE DESERT		
		352000006506	SHORT/LONG TERM DISABILITY FOR JAN 2015	27.00	27.00
46534	1/15/2015		AT&T MOBILITY		
		287243904839	RAINBIRD LANDSCAPE CONTROLLER SIM CARD DATA SVC FOR NOV 12-DEC 11, 2014	19.97	19.97
46540	1/15/2015		BIRCH COMMUNICATIONS, INC.		
		17299602	TOLL-FREE/LONG DISTANCE PHONE SERVICE FOR DEC 21, 2014-JAN 20, 2015	6.79	6.79
93 checks in this report					
TOTAL CITY WARRANTS 46523-46528, & 46530-46616:					401,321.00

**CITY OF INDIAN WELLS
01/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
Wires :					
1515	1/6/2015		INTERNAL REVENUE SERVICE		
		95-2489139	FWT, FICA & MEDICARE FOR JAN 2, 2015	36,624.72	36,624.72
1514	1/5/2015		ICMA		
			CONTRIBUTIONS 401A, 457 & ROTH IRA FOR JAN 2, 2015	9,317.81	9,317.81
1516	1/8/2015		CALPERS RETIREMENT SYSTEM		
		6392517834	PAYROLL CONTRIBUTIONS FOR JAN 2, 2015	8,980.40	8,980.40
1517	1/6/2015		CALIFORNIA, STATE OF		
		925-0060-2	SDI & SWT DEPOSIT FOR JAN 2, 2015	7,200.60	7,200.60
2877	1/2/2015		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	PAYROLL EE DUES FOR JAN 2, 2015	210.00	210.00
TOTAL PAYROLL WIRE DISBURSEMENTS 1514-1517 & 2877:					62,333.53

100

CITY OF INDIAN WELLS
01/15/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
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EFT 13592-13627	81,652.09
2878-2879	<u>2,629.23</u>
Total Net Payroll 01/02/15	84,281.32

TOTAL CITY DISBURSEMENTS: 547,935.85

Note: Warrants 46523-46528 & 46530 were issued prior to City Council approval.

Note: Warrant 45822 dated 09/04/14 was voided on 01/06/2015.

CCHA ACTION _____ MTG. DATE: 1-22-15
 APPROVED DENIED REC/FILE _____ CONT. _____
 OTHER _____
 VOTE: YES 2 NO 1 ABSTAIN 2
Hansen *Reed*
Balocco

Indian Wells City Council
Staff Report – City Manager’s Office

January 22, 2015

Update on Fiscal Year 2014-15 City Goals

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the update to the Fiscal Year 2014-15 City Goals.

DISCUSSION:

The City Council developed three primary goals which are supported by a variety of action plans and initiatives. Those goals are:

- Proposed Goals**
- Enhance the Indian Wells **Financial** condition
 - Continue to build **Trust, Capacity** and a **Customer Service** culture in the Indian Wells organization
 - Continue to build the Indian Wells **Community** devoted to an exceptional quality of life

This report details the progress on Council Goals and Action Plans where significant progress has been recorded in the quarter. Each Goal title is listed with a number corresponding to the FY 2014-15 City Goals and Action Plan (**Attachment 1**).

FISCAL IMPACT:

There is no fiscal impact related to the City Goals update. However, each goal may have an individual fiscal impact, which is reviewed when that goal is brought for Council action.

ATTACHMENT:

1. FY 2014-15 City Goals and Action Plan



Enhance the Indian Wells Financial condition

Explore Temporary Facilities (Goal #1):

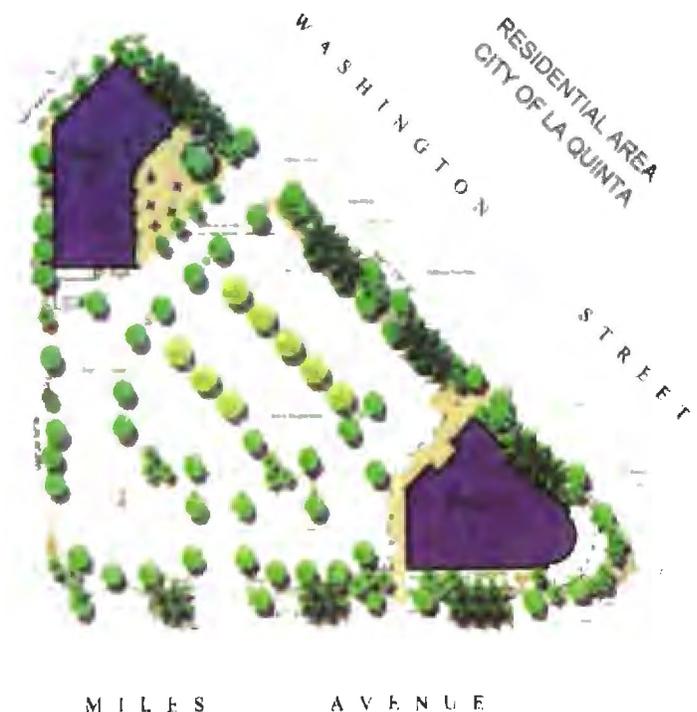
The Housing Authority plans to develop a property strategy for each of the Authority owned sites in 2015.

Opportunities for Vacant Sites (Goal #2)

Indian Point Shopping Center [Haagen]

The Indian Point Commercial Center was originally submitted in 2008. The project consists of a one 9,150 square-foot retail pad building and one 10,000 square-foot restaurant pad building on approximately 2.6 acres of land at the northwest corner of Miles Avenue and Washington Street.

The applicant has addressed all outstanding design comments and the necessary plans and information have been submitted. The project is currently in the entitlement review process.



Conceptual Site Plan

Hwy 111 Landscape Improvements

Landscaping improvements are installed along Highway 111 on the Mountain View Villas Phase II frontage. The landscaping is consistent with the finished landscaped areas west of Miles Avenue.



Westward View of Improvements

Plans have been developed for temporary landscaping for the frontage of the 3 acre parcel immediately west of the Mountain View Villas Phase II site. Installation of the temporary landscaping will begin after the peak tourism season.



3 Acre Housing Parcel

Miles Parking (Goal #3).



Miles Parking/Tennis Garden Aerial View

As part of the entitlement process, a Phase I cultural resources analysis was conducted and human remains were found on the west end of the site. With the burial site discovery, a more extensive cultural study is necessary to understand the entire scope of the burial site. The project is pending until further environmental analysis is completed.

45 300 Club Drive Building (Goal #4):

Council instructed the exploration of utilizing the building for City records retention and storage. A Structural Engineer is analyzing the existing structure to provide recommendations for bringing the building to current building code standards. The next phase is for the engineer to submit improvement plans.

Goal 7 - City Update

Brixton Property - Goal #6

Brixton Capital ("Brixton") has expressed its commitment to grading the site and installing the necessary Whitewater River Channel lining improvements in 2015. The work will extend the property north increasing the depth up to 100 linear feet. Brixton believes constructing the improvements will help market the site to prospective commercial tenants. The grading and channel lining improvements are expected to start sometime in spring.

In the meantime, Staff is working with Brixton to improve the appearance of the property by removing weeds, trimming existing vegetation, and fixing the green fence screen.

Aerial View of Brixton Property



Improve Development Process (Goal #7):

In an effort to create an efficient workflow and to provide better customer service, staff work areas are getting modification and a couple of staff have been relocated.

To provide additional counter coverage, Staff in Public Works and Community Development are cross-training to gain practical knowledge of permitting and project processing procedures.

Vacation Rentals (Goals #8):

City Council desires to make a careful, informed decision on the long-term solution to issues created by short-term vacation rentals ("vacation rentals"). As such, Council directed Staff to present answers to numerous questions posed at a September 18, 2014 study session on vacation rentals. The follow-up presentation is scheduled for January 22, 2015, along with a number of Staff recommendations.

The 2015 peak tourism season – BNP Paribas Open through Coachella and Stagecoach Music Festivals – will likely cause an increase in vacation rental activity. Staff's recommendations seek to establish clear vacation rental guidelines, with strict enforcement provisions, to protect the quiet enjoyment of Indian Wells neighborhoods.

Goals #9 - 10: Completed

Rates at Senior Housing (Goal #11)

Hyder Management just completed a comprehensive income and rent recertification process. The updated income and rent information will guide strategic financial planning efforts at both Indian Wells Villas and Mountain View Villas.

Staff will bring an update on the search for a permanent management company, as well as direction on long-term fiscal sustainability, to an upcoming Housing Authority Board meeting.

Goal #12: Completed

Grant Funding Opportunities (Goal #13):

Staff researched and reviewed multiple grant opportunities. To date, no opportunities were found where the City would be competitive in application. Likely funding opportunities include energy and water-use efficiency upgrades to City facilities, police and safety equipment acquisitions, emergency operations planning, and/or transportation infrastructure improvements. Staff will continue to review opportunities for competitive grant funding application throughout the fiscal year.

IW Golf Resort Strategic Plan (Goal #14)

Implementing the Indian Wells Golf Resort Strategic Plan has produced tangible results. The Pavilion has created sales and business opportunities not previously available at the Golf Resort. Since opening last year, seventy-nine events have been booked in the new Pavilion. Since July, nearly \$1.0 million in new business has been booked. This represents twice the amount of banquet business compared to the prior year.

The Golf Operations plan focuses on increasing the average daily rate and maintaining quality turf conditions instead of simply looking for more golfers. Dynamic pricing has increased the average daily rate by \$3.33 per round. Dynamic pricing encourages golfers to book tee times earlier at a reduced rate rather than waiting to book tee times closer to the desired day of play and pay the daily rack rate. Troon has hired a revenue manager to assist with analyzing trends and maximizing revenues based on the dynamic model.

Tourism & Marketing Strategy (Goals #15-19):

Staff continues to implement the current year's strategies. Successful strategies include partnership with hotels on SiteSoCal FAM visit, BNP Paribas Open, Jazz Festival, and launching marketing campaigns to enhance the Indian Wells brand.

Currently, Buxton is gathering tourist demographic information to create and deliver their Tourism Insight. Staff anticipates customer analytics data be available April, 2015. This data will help explore revenue generating opportunities, additional events and relevant partnerships (i.e. Modernism Week).

Goal #20: Completed

Monitor City Contracts (Goal #21)

The City implemented a contract management program for contracts under \$25,000 in November 2014. Each department receives a monthly report detailing contract and insurance expiration dates. Staff anticipates expanding program use in the future to include all City contracts.



Continue to build **Trust, Capacity** and a **Customer Service** culture in the Indian Wells organization

Merit Based Compensation System (Goal #22):

Merit Based pay has been introduced as the City's go-forward performance review and compensation reward system. Staff members are graded on core competencies (City values), specific job duties, strategic plan goals, and professional growth achievement.

City Personnel Rules (Goal #23):

Council authorized Staff to begin negotiations with the Employee Association for modification to existing Personnel Rules. Negotiations will commence in January, including discussions for an updated Memorandum of Understanding effective July 1, 2015.

Build Organizational Culture (Goal #24)

Employee events are becoming a more robust part of the City's culture. Events are designed to be team building exercises and information sharing opportunities.

All Staff have taken the DiSC communication styles assessment tool. This tool helps individuals identify the natural work/communication style of themselves, as well their coworkers. The DiSC is a great tool that provides a common language employees can use to better communicate work needs. The tool will be utilized and reinforced through new learning opportunities throughout the next couple years.

Labor Relations - IWCEA (Goal #25)

The City and the Indian Wells City Employees Association have established regular and on-going labor and management meetings to build improved communication.

Employee Training Program (Goal #26)

A laundry list of employee training opportunities have been provided:

- ICMA Effective Supervisory Skills series;
- Communication Training (written and verbal);
- Effective Grant Writing;
- Cal-ICMA Story Telling - how to effectively communicate complex information;
- 3 labor law compliance trainings for supervisors;
- CalPERS Education Forum attendance;
- Geographic Information Systems (GIS) User Training;
- Numerous webinars, certifications, and conferences.

Additionally, an employee survey is being used to identify future training interests. Staff plans to organize one organization-wide training opportunity of interest each month of the year.

PERS Retirement Policy (Goal #27):

The City's PERS strategy is to eliminate the \$4.7 million unfunded pension obligation sooner than the current 30 year amortization period mandated by CalPERS. According to CalPERS, eliminating the unfunded pension costs could save the City as much as \$7.4 million in future pension payments. Staff is investigating funding options for Council consideration to eliminate the unfunded pension obligation.

Goal #28-29: No reports

Communication with Residents

To improve resident input on City issues, the Virtual Town Hall was introduced as an online engagement tool. Residents are asked to submit suggestions for the Cook Street/highway 111 entrance project, to rank priorities for the City in 2015, and to gather public input on vacation rentals.

Continue to build Indian Wells **Community** devoted to an exceptional quality of life

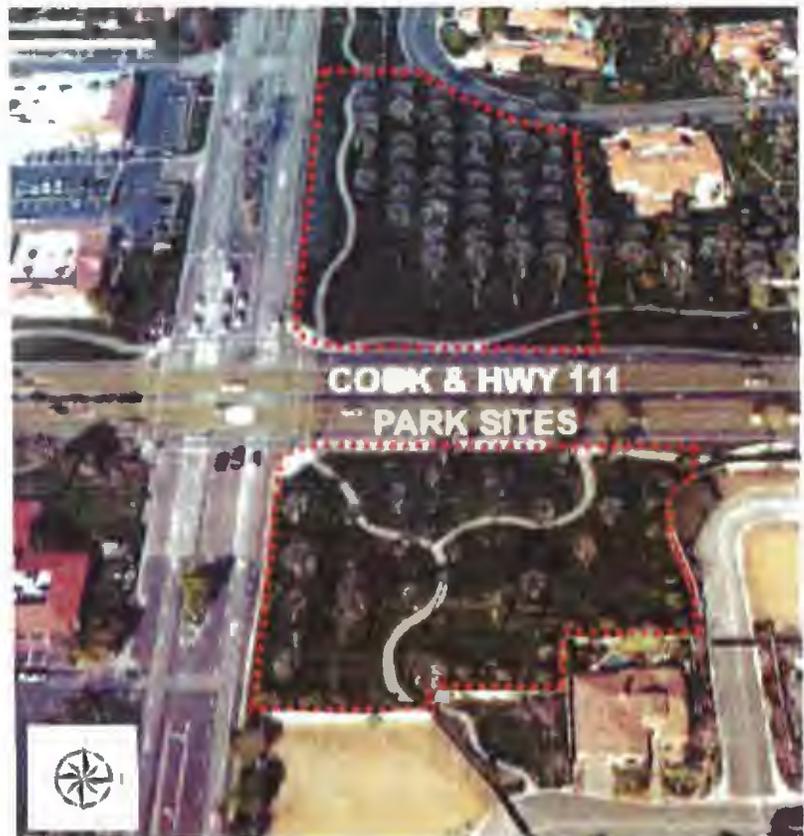
Carl Bray Monument (Goals #31-33):

The construction drawings are complete and Staff is preparing the construction bid documents. The project will open to received bids with construction to be completed by summer.

Cook and Highway 111 Entrance (Goals #34-36):

Staff has used the City's Virtual Town Hall to ask residents to suggest ideas for the Cook/Hwy 111 entrance. The residents had the month of December to post their suggestions. Staff is organizing the 24 suggestions/comments received for City Council review at the strategic planning sessions.

Cook/Hwy 111 entrance was also one of the choices available to residents to rank on the "What are Your Priorities for Indian Wells in 2015?" Virtual Town Hall discussion board.



Cook Street/Highway 111 Entrance

Village Undergrounding Project (Goals #41-42):

Undergrounding work by the residents is complete. Southern California Edison and Time Warner Cable have completed undergrounding their facilities. Verizon expects to complete undergrounding of their facilities in March. Utility poles will be removed upon Verizon completion.



Village Undergrounding Area

FY 2014-15 City Goals and Action Plan

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
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Enhance the Indian Wells financial condition

PURSUE ECONOMIC DEVELOPMENT OPPORTUNITIES

1.	Explore incentives to encourage temporary facilities		Community Dev	
	a. Mtn View Villas phase II site – permanent/temporary	On going	Community Dev	
	b. Miles Crossing 3 ac site – temporary	On going	Community Dev	
	c. Work with private property owners – temporary	On going	City Manager	Community Dev
2.	Identify opportunities for vacant sites within City		Community Dev	
	a. Contact property owners and discuss alternatives	On going	City Manager	
	b. Prepare conceptual plans for potential development		Community Dev	
	1. Indian Wells Resort Hotel property	On hold	Community Dev	
	2. Lissoy property	On hold	Community Dev	
	3. Hagen property	On-going <u>Submitted to City</u>	Community Dev	
	4. Housing Authority properties	On-going <u>Summer 2015</u>	Community Dev	
	c. Screen or beautify vacant parcels		Public Works	
	1. Permanent landscaping Mtn View Villas phase II frontage	December 2014 <u>Completed</u>	Public Works	Community Dev
	2. Temporary landscaping Miles Crossing 3 ac frontage	Spring <u>June 2015</u>	Public Works	
3.	Develop Miles Parking		City Manager	
	a. Remove excess dirt and grade site	On Hold	Public Works	Community Dev

FY 2014-15 City Goals and Action Plan

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
4.	Improve 45-300 Club Drive building and center		Public Works	
	a. Explore utilization for municipal use	January 2015 <u>Completed</u>	Public Works	Finance
	1. Prepare design plans	March 2015	Public Works	Community Dev
	2. Bid and construct improvements	June 2015	Public Works	
	b. Develop five year CIP with IW Plaza's association for center improvements	January <u>June 2015</u>	Finance	
5.	Fogelson property (west of Miles Ave)		Community Dev	
	a. Terminate Development Agreement and take necessary action	September 2014 <u>Completed</u>	Community Dev	
	b. Investigate other development alternatives for site	On going	Community Dev	
6.	Indian Wells Crossing/Brixton property		Community Dev	
	a. Staff assists developer in streamlining entitlement process	On going	Community Dev	
	b. Proactive partnership with Brixton regard adjacent 3 ac site and Mtn View Villas site for additional commercial or mixed use	On going	City Manager	Community Dev
7.	Improve development process to be more efficient		Community Dev	Public Works
	a. Review development fee schedule	March <u>Summer 2015</u>	Public Works	
	b. Training for public counter operations to ensure coverage	On going	Personnel	

FY 2014-15 City Goals and Action Plan

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
EXPAND AND IMPLEMENT REVENUE GENERATING OPPORTUNITIES				
8.	Vacation rental compliance program	January 2015	City Manager	
9.	Newsletter ad sales		Marketing	
	a. Review of ad sales program	Completed	Marketing	
10.	Fee for resident events		Marketing	
	a. Continue to test charging fee for resident events	On-going Completed	Marketing	
11.	Insure appropriate rental rates at senior housing communities	March 2015	City Manager	Finance
12.	Attribute appropriate cost to Housing Authority transfers and staff time allocation related to managing assets	Completed	Finance	Community Dev
	a. Develop direct payroll allocation to Housing Authority to decrease General Fund administration costs	Completed	Finance	
13.	Actively investigate Federal/State grant funding opportunities for City	On going	City Manager	Dept. Heads
	a. Develop training program for City staffer in grant writing	On going	City Manager	
14.	Indian Wells Golf Resort		Finance	
	a. Monitor implementation of strategic plan components	On going	Finance	
	b. Expand shoulder and summer seasons via marketing	On going	Finance	Marketing
	c. Reduce operating losses during shoulder and summer seasons	On going	Finance	Marketing

FY 2014-15 City Goals and Action Plan

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
TOURISM AND MARKETING STRATEGY				
15.	Create a tourism and marketing strategy for 2015-17	January <u>June 2015</u>	Marketing	
	a. Develop a marketing plan <u>Buxton provides demographic and psychographic data on visitors</u>	January <u>April 2015</u>	Marketing	
16.	Support events held in City by other entities	On going	Marketing	
17.	Explore revenue generating event opportunities within City	On going	Marketing	
18.	Explore opportunities for additional activities/events in partnership with Tennis Garden	On going	Marketing	
19.	Explore additional community events	On going	Marketing	
MAINTAIN EXCEPTIONAL FINANCIAL MANAGEMENT PRACTICES				
20.	Complete a Comprehensive Financial Strategy	December 2014 <u>Completed</u>	Finance	
21.	Evaluate and monitor City contracts	On going	City Clerk	

FY 2014-15 City Goals and Action Plan

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
Continue to build trust, capacity and a customer service culture in the Indian Wells organization				
STRENGTHEN THE PERSONNEL SYSTEM				
22.	Implement a merit based compensation system	September 2014 <u>Completed</u>	City Manager	
	a. Create performance measurement system	Completed	City Manager	
	b. Create merit based compensation system	On-going <u>Completed</u>	City Manager	
	c. Implement merit based compensation system	On going	City Manager	
23.	Update City Personnel Rules		City Manager	
	a. Identify potential changes to Personnel Rules	Completed	City Manager	
	b. Meet with Council on Personnel Rules	October 2014 <u>Completed</u>	City Manager	
	c. Meet and consult with IW Employee Association on Personnel Rules	November 2014 <u>On going</u>	City Manager	
24.	Hold employee events to share information and build organization culture	On going	City Manager	
25.	Build positive labor relations with the IW City Employee Association	On going	City Manager	

FY 2014-15 City Goals and Action Plan

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
26.	Develop a training program for employees		City Manager	
	a. Encourage professional and growth opportunities	On going	Dept. Heads	
	b. Detail funding program specific to each department's needs	October 2014 <u>June 2015</u>	City Manager	Finance
	c. Maintain all certificate compliance requirements	On going	City Manager	
27.	Create policy, based on actuarials, as to acceptable funding levels for PERS retirement and OPEB (Other Post retirement Employee Benefits)	February <u>June 2015</u>	Finance	
IMPROVE COMMUNICATIONS SYSTEM				
28.	Maintain regular communications with City Council, community and employees through newsletter, articles, reports and other opportunities	On going	City Manager	
29.	Keep important topics fresh on City's website	On going	City Clerk	Marketing
30.	Communicate directly with Council and residents on projects in the City	On going	City Manager	

FY 2014-15 City Goals and Action Plan

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
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Continue to build Indian Wells Community devoted to an exceptional quality of life

DESIGN AND CONSTRUCT CARL BRAY MONUMENT

31.	Obtain consultant and prepare design plans	Completed	Community Dev	Public Works
32.	Conduct public meetings with Council and stakeholders	Completed	Community Dev	Public Works
33.	Bid and construct project	June 2015	Public Works	Community Dev

DESIGN AND CONSTRUCT COOK AND HIGHWAY 111 ENTRANCE

34.	Obtain consultant and prepare design plans	February 2015 <u>On hold</u>	Public Works	Community Dev
35.	Conduct public meetings with Council and stakeholders	March 2015 <u>On hold</u>	Public Works	Community Dev
36.	Bid and construct project	June 2015 <u>On hold</u>	Public Works	

CONTINUE TO IMPROVE EASE OF USE OF THE CITY'S WEBSITE

37.	Increase availability of city documents on website	On going	City Clerk	
38.	Update all existing documents on website for text recognition and key words to improve website search function	Completed	City Clerk	
39.	Investigate alternates for ticket reservation	November 2014 <u>Completed</u>	Marketing	
40.	Implement construction project status updates	On going	Community Dev	

FY 2014-15 City Goals and Action Plan

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
COMPLETE THE UTILITY UNDERGROUNDING PROJECT				
41.	Monitor public & private construction and removal of poles	December 2014	Public Works	
42.	Continue communications through all mediums to residents on project	December 2014 <u>Completed</u>	Marketing	
COMPLETE PAVEMENT MANAGEMENT SYSTEM				
43.	Adopt a pavement management program	December 2014 <u>Completed</u>	Public Works	
44.	Implement system into five year CIP and long-term capital reserve policy	June 2015	Public Works	
MONITOR STATE AND REGIONAL LEGISLATIVE ACTIONS				
45.	Forward League and lobbyist legislative update to Council and Department Heads	On going	City Manager	
46.	Adopt annual Legislative agenda	February <u>January 2015</u>	City Manager	
47.	Maintain close communications with City's advocacy consultant	On going	City Manager	

CC/HA ACTION _____ MTG. DATE: 1-22-15
APPROVED _____ DENIED _____ REC/FILE CONT. _____
OTHER _____
VOTE: YES 5 NO 0 ABSTAIN _____

Indian Wells City Council
Staff Report – City Manager’s Office

January 22, 2015

Approve the City’s 2015 Legislative Priorities

RECOMMENDED ACTION:

Council **APPROVES** the City’s 2015 Legislative Priorities.

DISCUSSION:

The 2015 Legislative Priorities for the City of Indian Wells sets forth the City’s legislative positions and provides a framework for participation in the legislative process on a statewide level. As one of the premiere Cities in California it is importance to be involved on the Sacramento political field, to have an influence on the laws passed that effect cities or improve our State.

Staff anticipates the City Council will discuss the various issues and tailor the document because thru this document the City is outlining its position on issues, interests, and core values that are important to the City.

The various legislative statements set forth policy position of the City in the following areas:

- League of California Cities
- State
 - Administrative and Employment Related
 - Community and Human Services
 - Environment
 - Housing, Land Use Planning and Community Development
 - Public Safety
 - Revenue and Taxation
 - Transportation, Utilities and Public Works
- Federal

City Department Heads, and the Fire and Police representatives have reviewed the document and have provided input.

The primary mechanism for City participation in the state-level legislative process is through the League of California Cities (LCC). LCC has a legislative policy department that reviews all legislation and coordinates efforts and campaigns to protect local government interests.

The City has also retained the lobby firm of Joe A. Gonsalves & Son Professional Legislative Representation to track legislation that would specifically impact Indian Wells and to assist the City in moving its goals forward on the State front. The City is alerted to new legislation or programs through these relationships and may chose take action to support or oppose an issue that effects the City or is of statewide concern.

This Legislative Priorities document will provide guidance for the City Council and Staff in representing the City's position and allow staff to efficiently process letters of support or opposition without going to Council for direction on each and every legislative issue.

ATTACHMENT:

1. City of Indian Wells 2015 Legislative Priorities

City of Indian Wells 2015 Legislative Priorities

LEGISLATIVE PRIORITIES PURPOSE STATEMENT

The 2015 Legislative Priorities provides a framework for the City of Indian Wells' Legislative activities. The City's Legislative Priorities serves as a reference guide for legislative positions and objectives that provide direction for the City Council and Staff as they conduct their business throughout the year. The Legislative Priorities sets forth the City's position on a variety of topics to be used as the foundation of a focused advocacy strategy.

LEGISLATIVE PROGRAM

The primary objective of the Legislative Priorities is for the City Council to adopt official City positions on legislative issues. By doing this, the City's participation in the legislative process is streamlined because the City's position on pertinent legislative issues is known providing guidance to City Council Members and Staff.

The Legislative Priorities is developed and maintained using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, League's Riverside County Division, input from City Council and Staff, research of current law and pending legislation, as well as, discussions with local legislative staff and the City's legislative advocates.

Federal and State legislative proposals and policies consistent with the Legislative Priorities may be supported by the City. Those policies or proposals inconsistent with this agenda may be opposed by the City.

For proposed legislation, either consistent with the City's Legislative Priorities or consistent with legislative positions the City has taken in the past; City staff shall be authorized to prepare position letters for the Mayor or Council Member signature. Items not addressed in the City's Legislative Priorities may require further Council direction. Legislative Priorities may only address issues directly relevant to or impacting the provision of municipal services. Generally, the City will not address matters that are not pertinent to the City's local government services such as social or international issues.

City departments are encouraged to monitor and be knowledgeable of any legislative issues related to their discipline. However, any requests for the City to take positions on a legislative matter must be directed to the City Manager's Office. City departments may not take positions on legislative issues without City Manager's Office review and approval.

PROGRAM GOALS AND STRATEGIES/ACTIONS

The Legislative Program Goals and Strategies/Actions are outlined below.

Program Goals:

- Advocate the City's legislative interests at the Federal, State and County levels.
- Inform and provide information to our Legislators, City Council, and Staff on the legislative process and key issues and legislation that could have a potential impact on the City.
- Serve as an active participant with other local governments, the League of California Cities, regional agencies such as CVAG, SCAG, RCTC, SunLine Transit, and local professional organizations on legislative/regulatory issues that are important to the City and our Region.
- Seek grant and funding assistance for City projects, services, and programs to enhance services for our community.

Strategies/Actions:

- I.** Communicate legislative positions on proposed Federal, State, and County legislation, measures, initiatives, and governmental regulations.
 - A.** Work with City departments and our legislative advocates to develop positions on proposed Federal and State legislative measures.
 - B.** Review the positions and analysis done by the League of California Cities, our legislative advocates' feedback, and other local government/professional associations in formulating the City's positions.
 - C.** Take positions only on proposals that clearly impact our City or are a threat to local control.
 - D.** Actively track key bills through the legislative process, utilizing the City's advocacy services, various Legislative websites, and government/professional associations.
 - E.** Communicate the City's position to our Federal, State, and County Legislators, bill author(s), committees, and Legislature, through correspondence, testimony, and in-person meetings.
 - F.** Work cooperatively with other Cities, associations, and the League of California Cities on advocating the City's legislative positions.

- G. As necessary, participate in the drafting and amending of proposed Federal and State measures that have the potential to significantly impact the City.
 - H. Meet with Legislators and their representatives, as well as other Federal, State and County government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance, and City programs and services.
- II.** Seek Federal, State, and County funding through earmarks, grants, and other discretionary funding for City projects, services, and programs.
- A. Identify City projects for potential submittal for Federal earmark consideration.
 - B. Develop a submittal packet for Legislators that provides information and need for the projects.
 - C. Provide information to City departments on potential grant funding opportunities and recognition programs.
 - D. Make available the ability for Staff to obtain professional help to draft and pursue grants on an as needed basis.
 - E. Advocate and request letters of support for City projects and grant applications or other resources that are being considered for Federal, State, and County funding.
- III.** Work closely with the League of California Cities, our legislative advocates, and other cities and organizations in advocating for City's Federal, State, and County legislative interests.
- A. Actively participate in the League of California Cities' Riverside County Division activities.
 - B. Participate in League of California Cities, including active involvement in League Policy Committees and other organization briefings and activities in order to stay updated on trends, upcoming initiatives, and pending legislation.
 - C. Support the League of California Cities Multi-Year Strategic Initiatives and Advocacy Strategies.
 - D. Interact with other cities on issues of mutual concern or impact.
 - E. Interact with regional groups that are involved with legislative programs (e.g., CVAG, CVWD, SCAG, etc.)
 - F. Review requests from other governmental and regional organizations to consider supporting their legislative positions and/or funding requests.

- IV. Share information with the City Council, City Staff, and the community on legislative issues.
 - A. Work closely with department heads and staff to determine their legislative priorities and funding needs for the upcoming legislative session.
 - B. Provide updates on legislative issues to the Council and departments throughout the year.
 - C. Educate and involve the community in the City's advocacy efforts on legislative issues and State/Federal funding requests.
 - D. Subscribe to periodicals that allow Staff to be informed about the legislative issues.

LEAGUE OF CALIFORNIA CITIES

The League of California Cities board of directors adopted the following strategic goals for 2015:

Expand Economic Development Tools and Reduce Regulation. Advocate for new tax increment financing and other economic development tools, and support reductions in burdensome and overlapping state regulations, to support job creation and a stronger economy.

Implement Additional Pension, Other Post-Employment Benefits (OPEB) and Related Reforms to Help Reduce Unfunded Liabilities and Insolvency Risks. Support responsible implementation of recent pension reforms by CalPERS, and urge the adoption of additional pension, OPEB and related reforms by the legislature and cities to better manage the long-term growth of unfunded pension and OPEB liabilities and reduce the risk of fiscal and service level insolvency by cities.

Modernize the Financing of Critical Infrastructure Maintenance and Construction Programs. Provide state and local governments with new and innovative revenue options and resources to finance critical infrastructure maintenance and construction needs for our transportation (streets, roads, rail & transit), water supply, wastewater, stormwater, and other critical infrastructure systems.

Update the Local Government Tax Structure to Respond to the "New Economy." Consistent with the constitutional protections for property, sales and local taxes contained in Propositions 1A and 22, develop policy options, where feasible, for responding to the erosion of the major local government revenue sources resulting from the expansion of e-commerce, increased consumption of retail services rather than goods, changing patterns of commerce, and innovations in technology.

2015 LEGISLATIVE PRIORITIES

The City of Indian Wells strongly promotes local control and home rule for cities and will support or oppose legislation and proposed constitutional amendments based on whether they advance maximum local control by city governments over city revenues, land use, community development and other municipal activities.

STATE

ADMINISTRATIVE AND EMPLOYMENT RELATED

Support:

- Efforts to enact workers' compensation reforms that lower employers' costs while still protecting workers.
- Local government efforts to establish succession planning and mentoring programs.
- Reasonable limitations on tort liability, including tort immunities for public entities for unauthorized use of public property.
- Limitations on the joint and separate liability of governmental agencies to a liability equal to their percentage of their wrongdoing.
- Efforts to clarify Public Pension Reform legislation AB 342 to assist local agencies in implementing the required provisions.

Oppose:

- Legislation or regulations that would unreasonably increase employer medical costs for workers' compensation.
- Legislation which would increase employer liability for unemployment compensation, or which would reduce local discretion to manage this risk.
- Legislative efforts to impose binding arbitration that would remove local government authority on matters of local interest. Specifically, support all legislative and legal efforts to overturn any legislation that implements binding arbitration on local government.

COMMUNITY AND HUMAN SERVICES

Support:

- Funding for a comprehensive approach to expanding and enhancing arts programs in the community.
- Legislation that provides incentives or grant opportunities for community improvements.
- Legislation that provides funding for transportation services, especially for those homebound and elderly.
- Legislation that provides funding and resources for local governments to implement Healthy Cities programs and policies aimed at reducing obesity, high rates of diabetes, heart disease, and other health conditions.
- Legislative efforts to increase opportunities for community-wide citizen volunteer programs.

ENVIRONMENT

Support:

- Support and encourage legislation to address the revitalization and restoration of the Salton Sea.
- Legislation that provides resources and funding to local governments for the implementation of SB 375 for the reduction in greenhouse gas (GHG) emissions through coordinated transportation and land use planning with the goal of more sustainable communities.
- Streamlined environmental processing for federal regulatory permits issued by various state and federal agencies for the purpose of expediting public infrastructure developments.
- Legislation to provide changes to AB 939 that will streamline its provisions and assist in compliance, placing more emphasis on implementation of waste diversion programs and less on strict mathematical accounting.
- Financial incentives for water reuse and legislation that encourages the treatment of municipal wastewater for non-potable reuse and promote the development of reasonable regulations to encourage and maximize the responsible use of reclaimed water as an alternative to California's fresh water supply.
- Efforts to streamline and improve the CEQA process.

Oppose:

- Legislation that imposes undue hardship on local agencies to implement environmental regulations.
- Air quality legislation that restricts the land use authority of cities.

HOUSING, LAND USE PLANNING AND COMMUNITY DEVELOPMENT

Support:

- Legislation that strengthens the concept of local control/local home rule for local decision making on land use and zoning matters.
- Legislation that preserves municipal authority over the public right-of-way including fair and reasonable compensation for use of the right-of-way.
- Legislation that expands community and economic development tools and funding options for City services.
- Legislation that enhances the City's ability to promote economic development and job creation.
- Efforts that increase the City's ability to reasonably oversee the location of community care facilities.
- Legislation that provides funding for the identification, acquisition, maintenance and restoration of historic sites and structures.

Oppose:

- Legislation that imposes a mandatory cap on local parking standards in transit intensive areas.
- Efforts by any regulatory commission from promulgating rules and regulations that infringe on local land use decisions and management of the public right-of-way.
- Additional affordable housing production mandates without necessary funding to support said housing mandate.

PUBLIC SAFETY

Support:

- Efforts to secure Federal funding sources for Dignitary (Presidential) visits
- Efforts to maintain permanent, sufficient Public Safety Realignment funding and establish an equitable county allocation formula in order for local governments to adequately manage the shifting of inmates from state prisons to local jails.
- Efforts to increase frontline public safety funding for cities to address increases in crime as a result of Public Safety Realignment and the early release of prisoners.
- Legislative "fixes" to AB 109, the 2011 Corrections Realignment, in order to minimize its impacts on public safety.
- Efforts to equally allocate State Local Assistance Funding approved by voters with Proposition 30 to all city police departments, including cities that contract for police services.
- Legislation that provides funding support for disaster preparedness, earthquake preparedness, Homeland Security, hazardous material response, State COPS program, booking fee reimbursement and other local law enforcement activities.

- Efforts that strengthen local law enforcement's ability to prevent and fight crime.
- Legislation that minimizes alcohol-related criminal behavior and underage drinking.
- Legislation and funding for Elder Abuse and Identity Theft (especially as it relates to the elder population) programs..
- Legislation that limits the placement of sex offender and parolee homes within the City limits.
- Statewide efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
- Programs that enhance the benefits of mutual aid agreements between local governments.
- Increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.
- Additional funding in order for local agencies to recoup the costs associated with fire safety in the community.
- Legislation which increases home rule in adopting Fire and Life Safety Codes.
- Efforts which strengthen local fire and life safety services.
- Legislation that provides resources and funding opportunities related to wildfire prevention and wildfire response.
- Regional efforts to improve interoperability of voice and data communications equipment.
- Legislation that provides local law enforcement agencies authority to recover any costs associated with complying with any federal, state or court-ordered licensing, registration and testing requirements.
- Efforts to promote and fund programs to combat pet overpopulation, increase pet adoptions and spay/neuter programs and educate citizens on the dangers and nuisance of roaming, uncontrolled animals and other animal control issues that risk public health and safety and quality of life.

Oppose:

- Legislation that alters distribution of revenues from traffic and parking violations, resulting in lower revenue for local governments.
- Legislation that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by the guilty party.
- Legislation that restricts local authority jurisdiction over the enforcement of fire and life safety regulations.

REVENUE AND TAXATION

Support:

- Efforts to protect local government revenue sources and the provisions of Proposition 1A. Support legislation/initiatives that ensure that all local funding sources remain a dedicated revenue source for local governments.
- Full cost reimbursement to the City for all federal, state and county-mandated programs.

Oppose:

- Any legislation that would make local agencies more dependent on the State for financial stability and policy direction.
- Legislation that would impose State mandated costs for which there is no guarantee of local reimbursement or offsetting benefits.
- Any legislation that would pre-empt or reduce local discretion over locally-imposed taxes.
- Legislative and administrative efforts by online travel companies to circumvent remittance of transient occupancy taxes to local governments from hotel reservations purchased using the internet.
- Legislation that removes the municipal bond tax exemption.

TRANSPORTATION, UTILITIES AND PUBLIC WORKS

Support:

- Legislation or policy that provides funding to local governments for local transportation and water, sewer and storm sewer system projects.
- Legislation that provides funding and resources for alternative fuel vehicles for replacement of municipal fleet equipment.
- Efforts to provide adequate charging station infrastructure for emerging electric vehicle technology.
- Legislation that provides funding and resources for retrofitting municipal buildings to increase energy efficiency.
- Efforts for continuing and increasing funding sources for street maintenance projects and transportation improvements.
- Legislation that would lift the minimum requirement of payment of prevailing wages on municipal Public Works projects.
- Legislation that improves the availability of renewable energy and increases energy efficiency programs.
- Legislation that provides clarification and improvements to Infrastructure Financing District (IFD) Law that will enable local agencies to use this tool for a variety of infrastructure financing needs

- Legislation from the PUC that increases the access and reliability of the service and reduces overall cost to the end users.

Oppose:

- Efforts to redirect, eliminate, or reduce amount of Highway User Tax Account (HUTA) that cities receive for street maintenance and improvements.
- Any legislation that diminishes or does not assure local franchise fees for all utilities' use of City right-of-way.
- Legislation that seeks to lessen the City's ability to enforce contractual language agreed to and contained within existing franchise documents.
- Legislation that places the burden and liability of replacing all sidewalks solely on cities.

FEDERAL

Support:

- Support and encourage legislation to address the revitalization and restoration of the Salton Sea.
- The continued reauthorization of MAP-21 surface transportation bill in order to provide ongoing critical funding for highways, highway safety and public transportation.
- Efforts to reinstate funding for Safe Routes to Schools programs.
- Continued federal investment in resources critical to enabling local law enforcement to adequately provide public safety services, including full funding for Byrne/JAG and COPS programs.
- Streamlined environmental processing for federal regulatory permits issued by the US Army Corp of Engineers, US Fish & Wildlife Service, Federal Highway Administration and various other state and federal agencies for the purpose of expediting public infrastructure projects.
- Continued funding for the Energy Efficiency Block Grant Program in order to provide resources directly to local governments for programs that improve energy efficiency, develop and implement energy conservation programs, and promote and develop alternative and renewable energy sources.
- Efforts to streamline or eliminate the Medicare Secondary Payer process.
- Legislation to include consideration of the economic impacts of proposed species listings, as well as, support the delisting of species no longer threatened or endangered.
- Collecting and remitting state and local sales taxes to the state and city in which the purchaser is residing, (e.g., purchases made over the Internet; by mail order; by catalog, etc.).
- Local/regional control and administration of federal programs and strategic placement of federal personnel to ensure expedited decision-making.

- Support legislation to modify inappropriate sections of the Federal Fair Labor Standards Act (FLSA) as it relates to regulating public sector employment

Oppose:

- Legislative or administrative actions that prohibit or hinder local government's ability to implement Property Assessed Clean Energy (PACE) programs.
- Legislation and the promulgation of rules and regulations that allow any regulatory agency to encroach on, or supersede, local authority, including, but not limited to, the City's right to franchise for the right to operate in the public right-of-way.
- Funding cuts to Community Development Block Grant (CDBG), HOME program and Section 8 Housing funds. Advocate for a more streamlined application process and for greater flexibility of local appropriation and use of monies.