
**REVISED - Recommended
Actions now included**

City Council Meeting Agenda

Thursday, July 16, 2015

1:30 PM

City Hall Council Chambers



The Indian Wells City Council welcomes and encourages participation at City Council meetings. The Council requests speakers present their remarks in a respectful manner, within the 3 minute time limit, and focus on issues which directly affect the City or which are within the subject jurisdiction of the City. Please fill out a blue Speaker Request form and give it to the City Clerk, preferably before the start of the meeting.

Any public records, relating to an open session agenda item, that is distributed within 72 hours of the meeting is available for public inspection at City Hall reception, 44-950 Eldorado Drive, Indian Wells during normal business hours.

1. CONVENE 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. PUBLIC COMMENTS**

The Council requests speakers present their remarks in a respectful manner, within the 3 minutes time limit, and focus on issues which directly affect the City or which are within the subject jurisdiction of the City. The Mayor will call upon the members of the public to address the Council. When you're called please come forward to the podium, and state your name for the record.

The Brown Act, with certain exceptions, does not permit the Council to discuss or take action on issues not listed on the agenda. The Council may respond briefly to statements made or questions posed, request clarification, or refer the item to Staff.

A. PUBLIC COMMENTS

B. RESPONSE TO PRIOR PUBLIC COMMENTS

4. PRESENTATIONS AND PROCLAMATIONS

A. [1194-15](#) **Update by Coachella Valley Mosquito & Vector Control**

5. CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine and will be passed by one vote. There will be no discussion of these items unless a Council Member or a member of the public requests specific item(s) be discussed separately. Item(s) removed from the Consent Calendar will be heard immediately after approval of the remaining consent items. Public comments are limited to 3 minutes per speaker, please state your name for the record.

A. [RES-136-15](#) **California Desert Conservation and Recreation Act of 2015**

RECOMMENDED ACTION:

Council **Adopts** Resolution supporting the California Desert Conservation and Recreation Act of 2015.

Attachments: [Resolution](#)
[Bill Summary](#)

B. [1169-15](#) **Local California Environmental Quality Act Guidelines**

RECOMMENDED ACTION:

Council **ADOPTS** Resolution amending and adopting local guidelines for implementing California Environmental Quality Act.

Attachments: [May 5, 2015 BB&K Memorandum](#)
[Resolution](#)

C. [1179-15](#) **Highway 111 Parkway Landscape Modifications**

RECOMMENDED ACTIONS:

Council **AWards** contract to Vintage Associates in the amount of \$12,005 for Highway 111 Parkway Landscape Modifications, Phase 1 Removal of the existing landscaping along Highway 111 west of the Mountain View Villas Phase 2 site; and

AWARDS contract to Associates Landscape Company in the amount of \$14,612 for Highway 111 Parkway Landscape Modifications Phase 2 Installation of Irrigation and plant material along Highway 111 west of the Mountain View Villas Phase 2 site; and

AUTHORIZES and **DIRECTS** the City Manager to execute the contracts for same.

Attachments: [Vintage Associates Contract](#)
[Associates Landscape Contract](#)

D. [1193-15](#) Water Feature Maintenance Services**RECOMMENDED ACTIONS:**

Council **AWARDS** water feature maintenance services contract to Shark Pools, Inc. in the annual amount of \$35,280 for Fiscal Years 2015-16 through 2019-20; and

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

APPROVES requisition in the amount of \$32,400 for Fiscal Year 2015-16 for service period of August 1, 2015 through June 30, 2016.

Attachments: [Maintenance Agreement](#)
[Requisition](#)

E. [1176-15](#) Personnel Policies and Procedures**RECOMMENDED ACTIONS:**

Council **Adopts** changes to Personnel Policies and Procedures and Rules and Regulations.

F. [1173-15](#) Contract for Temporary Services**RECOMMENDED ACTIONS:**

Council **APPROVES** contract with Proper Solutions, Inc. for temporary services in an amount not to exceed \$43,500 in any fiscal year through Fiscal Year 2019-20; and

APPROVES requisition in the amount of \$43,500 to Proper Solutions, Inc. for Fiscal Year 2015-16 temporary services.

Attachments: [Agreement](#)
[Requisition](#)

G. [1177-15](#) Requisitions and Fiscal Year 2014-15 Change Orders**RECOMMENDED ACTIONS:**

Council **APPROVES** requisition in the amount of \$44,174 to Cleanstreet, Inc. for Fiscal Year 2015-16 Citywide street sweeping; and

APPROVES requisition in the amount of \$40,000 to Graphtek Interactive for Fiscal Year 2015-16 graphic design services; and

APPROVES requisition in the amount of \$35,000 to The Printing Place for Fiscal Year 2015-16 printing services; and

APPROVES requisition in the amount of \$30,000 to High-Tech Mailing Services for Fiscal Year 2015-16 mailing services; and

APPROVES requisition in the amount of \$44,350 to Crail Communications for Fiscal Year 2015-16 copywriting services; and

APPROVES requisition in the amount of \$404,205 to City of Palm Desert for Indian Wells' proportional share of Cal Fire ladder truck 33 for Fiscal Year 2014-15; and

APPROVES change order in the amount of \$18,137.30 to Armstrong Growers and a supplemental appropriation to fund 272 for \$1,561 for Fiscal Year 2014-15 Spring Citywide flower planting; and

APPROVES change order in the amount of \$8,317.35 to Vintage Associates, Inc. for Fiscal Year 2014-15 supplemental landscape maintenance services; and

Attachments: [Cleanstreet Requisition](#)
[Graphtek Requisitions](#)
[Printing Place Requisition](#)
[High Tech Mailing Requisition](#)
[Crail Requisition](#)
[City of Palm Desert Requisition](#)
[Armstrong Growers Change Order](#)
[Vintage Associates Change Order](#)

H. [1184-15](#) June 3, 2015 City Council Meeting Minutes.

Attachments: [06-03-15 minutes](#)

I. [1174-15](#) Treasurer’s Report for May 2015

RECOMMENDED ACTION:

Council **Receives** and **Files** the City Treasurer’s Report for May 2015.

Attachments: [Treasurer Report for May 2015](#)

J. [1189-15](#) FAMD Warrants and Demands

RECOMMENDED ACTION:

Council APPROVES the June 18, 2015 FAMD Warrants and Demands.

Attachments: [FAMD Warrants](#)

K. [1190-15](#) FAMD Warrants and Demands

RECOMMENDED ACTION:

Council APPROVES the July 2, 2015 FAMD Warrants and Demands.

Attachments: [FAMD Warrants](#)

L. [1191-15](#) FAMD Warrants and Demands

RECOMMENDED ACTION:

Council APPROVES the July 16, 2015 FAMD Warrants and Demands.

Attachments: [FAMD Warrants](#)

M. [1186-15](#) City Warrants and Demands

RECOMMENDED ACTION:

Council APPROVES the June 18, 2015 City Warrants and Demands.

Attachments: [City Warrants](#)

N. [1187-15](#) City Warrants and Demands

RECOMMENDED ACTION:

Council APPROVES the July 2, 2015 City Warrants and Demands.

Attachments: [City Warrants](#)

O. [1188-15](#) City Warrants and Demands

RECOMMENDED ACTION:

Council APPROVES the July 16, 2015 City Warrants and Demands.

Attachments: [City Warrants](#)

6. PUBLIC HEARINGS

For Public Hearing items Staff presents the staff report, the applicant may address the Council, followed by questions from the Council. Then the Mayor will open the public hearing to allow public testimony. After the public has provided testimony, the item is closed to further comment and brought to the Council for discussion and action. Further public testimony will not be received after the hearing is closed unless the Council agrees to allow additional testimony.

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, anyone who challenges any public hearing matter in court (regarding planning, zoning and/or environmental decisions) may be limited to raising only those issues you or someone else raised at the Public Hearing, or in written correspondence received by the City at or before the hearing.

A. [RES-135-15](#) Residential and Commercial Rates for Refuse Collection and Recycling Services**RECOMMENDED ACTIONS:**

Council **opens** the public hearing, takes any public testimony, **CLOSES** the public hearing; and

APPROVES the Fiscal Year 2015-16 levy of residential parcels for refuse collection and recycling services; and

ADOPTS Resolution ordering the levy and collection of fees for refuse collection and recycling services from residential and commercial properties within the City pursuant to Indian Wells Municipal Code section 8.04.190.

Attachments: [Resolution.pdf](#)

7. GENERAL BUSINESS

The Mayor will call upon the members of the public to address the Council regarding the agenda item being considered. After the public has provided comment, the item is closed to further comment and brought to the Council for discussion and action. Public comments are limited to 3 minutes per speaker, please state your name for the record.

- A. [ORD-112-15](#) **Expedited Permitting Process for Small Residential Rooftop Solar Systems and Finding the Project Exempt Under CEQA**

RECOMMENDED ACTIONS:

Council **FINDS** the action does not constitute a project subject to the provisions of the California Environmental Quality Act (CEQA); and

INTRODUCES Ordinance adding Chapter 16.100 to the Indian Wells Municipal Code to provide an expedited permitting process for small residential rooftop solar systems.

Attachments: [Ordinance](#)

- B. [ORD-113-15](#) **Temporarily Suspension of Landscaping Approval Process During State Emergency Drought Period and Finding the Project Exempt Under CEQA**

RECOMMENDED ACTIONS:

Council **FINDS** the action does not constitute a project subject to the provisions of the California Environmental Quality Act (CEQA); and

ADOPTS Urgency Ordinance suspending the City's approval process of front yard landscaping during the State's emergency drought period, and

DIRECTS Staff to suspend the application fee for all new and remodeled front yard design applications for the period that the Governor's existing drought/water conservation proclamation, as it may be amended from time to time, remains in effect.

Attachments: [Ordinance](#)

C. [1178-15](#) **Upgrade the Cityofindianwells.org Website**

RECOMMENDED ACTIONS:

Council **APPROVES** requisition in the amount of \$57,760 to Civica software to upgrade the cityofindianwells.org website and add two Mobile Apps; and

AUTHORIZES and **DIRECTS** the City Manager to execute contract for same.

Attachments: [Project Scope & Proposal](#)
[Requisition](#)

D. [1175-15](#) **Fiscal Year 2014-15 City Goals Year-end Review**

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the year-end review of the Fiscal Year 2014-15 City Goals.

Attachments: [FY 14-15 City Goals and Action Plan](#)

E. [1170-15](#) **Voting Delegate to Annual League Conference in San Jose**

RECOMMENDED ACTION:

Council **DESIGNATES** a Voting Delegate and up to two (2) Alternate Delegates for the City of Indian Wells at the 2015 League of California Cities Annual Conference held on September 30 to October 2, 2015 in San Jose.

Attachments: [May 29, 2015 League letter](#)

F. [1171-15](#) **City Manager Employment Agreement**

RECOMMENDED ACTION:

Council **CONSIDERS** any possible action concerning Performance Pay provision in the City Manager Employment Agreement dated June 6, 2013 and directs Staff to **APPROPRIATE** any awarded funds.

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

The City Manager or Department Heads may make brief announcements, informal comments, or brief the Council on items of interest.

9. COUNCIL MEMBERS' REPORTS AND COMMENTS

On their own initiative, Council Members may make a brief announcement or report on their activities including their committee assignments.

A. Council Member Mertens

Cove Communities Services Commission
CVAG Public Safety
Indian Wells Golf Resort Advisory Committee
Indian Wells Finance and Legal Services Oversight Committee
Indian Wells Public Safety Committee
Tee Committee

B. Council Member Hanson

California Joint Powers Insurance Authority
Riverside Local Agency Formation Commission
CVAG Transportation
Indian Wells Golf Resort Advisory Committee
Indian Wells Marketing Committee
Indian Wells Finance and Legal Services Oversight Committee
Tee Committee

C. Council Member Balocco

Cove Communities Services Commission
CVAG Coachella Valley Conservation Commission
CVAG Energy
Greater Palm Springs Convention and Visitors Bureau
Indian Wells Public Safety Committee

D. Mayor Pro Tem Reed

Coachella Valley Mountains Conservancy
Jacueline Cochran Regional Airport Commission
Riverside County Transportation Commission
CVAG Homelessness
Indian Wells Marketing Committee
Indian Wells Personnel Committee

E. Mayor Peabody

Coachella Valley Animal Campus
CVAG Executive Committee
Sunline Transit Agency
Indian Wells Community Activities Committee
Indian Wells Grants in Aid Committee
Indian Wells Personnel Committee

10. CITY ATTORNEY REPORTS AND COMMENTS**11. CLOSED SESSION**

Once the closed session has ended, the City Attorney or presiding officer will make any announcement required by the Brown Act relative to reportable actions taken during the closed session.

- A. [1195-15](#) **Conference with Labor Negotiators Pursuant to Government Code Section 54957. Agency Designated Representative: Wade G. McKinney. Employee Organization: Indian Wells City Employees Association.**

12. ADJOURNMENT

To a special meeting of the City Council to be held at 10:00 a.m. on September 17, 2015 in the City Hall Council Chambers; and thereafter to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on September 17, 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

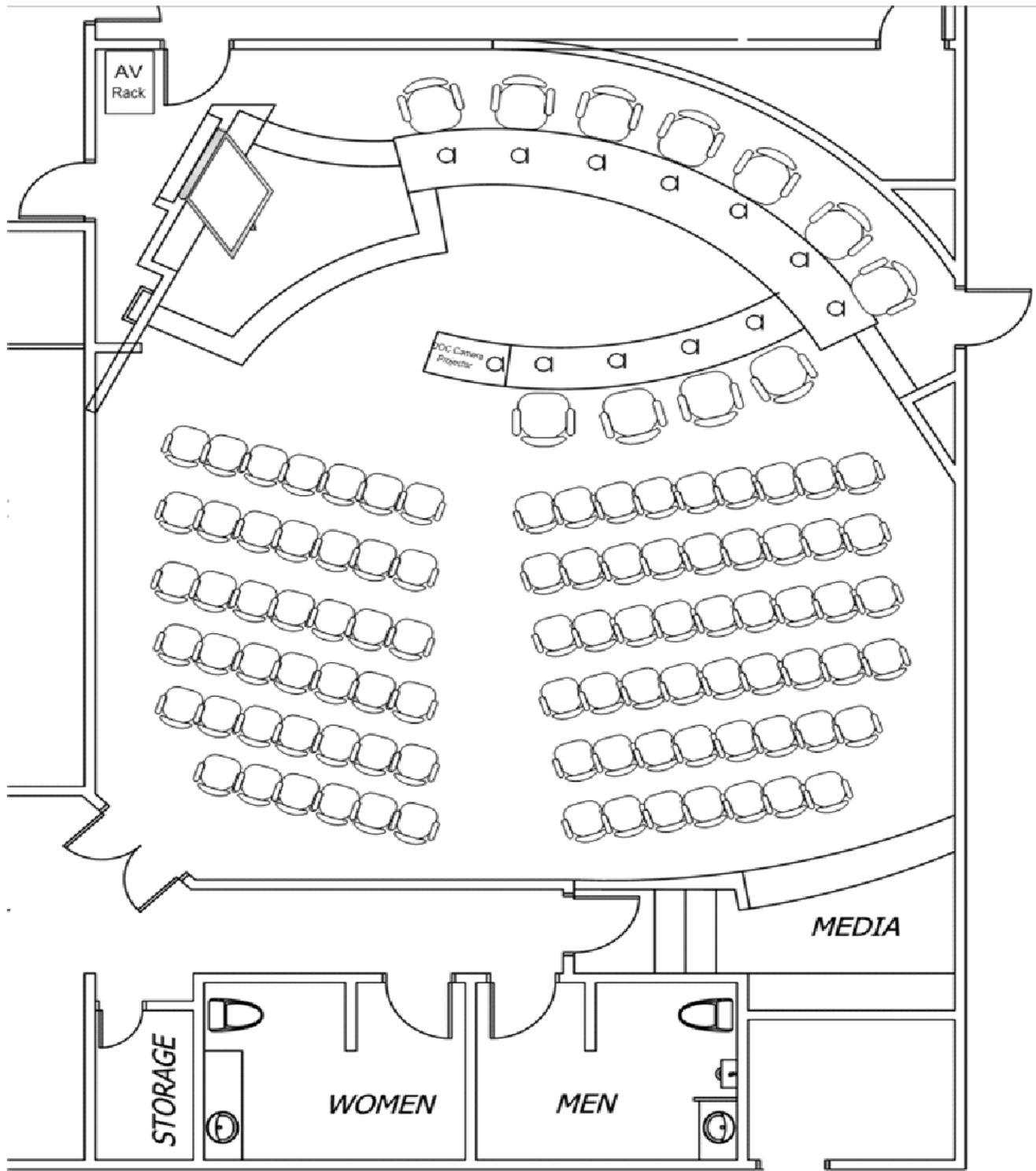
Affidavit of Posting

I, Anna Grandys, certify that on July 10, 2015, I caused to be posted a notice of a City Council Meeting to be held on July 16, 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].

A handwritten signature in blue ink, appearing to read "Anna Grandys, Chief Deputy". The signature is written over a horizontal line.

Anna Grandys
Chief Deputy City Clerk





City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

Legislation Text

File #: 1194-15, **Version:** 1

Update by Coachella Valley Mosquito & Vector Control

As Mayor last year, Mr. Mertens profoundly told the Desert Sun: *“Transparency, accountability and openness are not just clichés or mere words”*. *“Residents have a right to know **how we are doing their business**”*. Mrs. Mertens proudly said in an email to a resident a few days after the incident in our home: *“My review of these anonymous mailings and my supporting evidence is credible and I stand by it”*. It is now time for Mr. and Mrs. Mertens to show the residents *“how the Mertens are doing our business”* and make *public* their *“long and detailed review”* that Mrs. Mertens says is *“much more extensive” than the FPPC’s”*.

Mr. Reed: As a career *ethics* lawyer and councilman, you have a *special responsibility* and a *sworn duty* and a to uphold the law - which includes *this city’s “Code of Ethics”*. On behalf of the sixty Indian Wells residents who have signed a petition *that you are well aware of*, I ask you to immediately agendaize all matters related to the incident in my home, vote to authorize a complete investigation to determine *the truth* about what happened and, based upon the findings, take appropriate action.

Albert Einstein once said: *“Whoever is careless with the truth in small matters cannot be trusted with important matters”*.

From: JL Mertens (mailto:startswhimming2@yahoo.com)
Sent: Monday, June 16, 2014 2:58 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's 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 not 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 anything.

Hope this answers your questions. [REDACTED]

JL

From: JL Mertens (mailto:startswhimming2@yahoo.com)
Sent: Tuesday, June 17, 2014 7:44 AM
To: [REDACTED]
Subject: Re: FPPC Matter

Hi [REDACTED]

In TDS article, did you read Stefani 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 long 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:startswhimming2@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 either. 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

City Council and residents – My name is Randy Nolen.

Eight weeks ago, I asked Councilman Mertens to send me a copy of the “*long and detailed review*” his wife, JL Mertens said she completed just days after Mayor Peabody’s visit to my home last summer with former Councilman Bill Powers. Eleven weeks ago, I asked Mrs. Mertens to send me a copy of this review that she says “*indicates others culpable not listed or exposed by the FPPC*”. So far, no response from Mr. or Mrs. Mertens.

In February, Mayor Peabody read a letter from Mr. Powers from his chair on the dais. It said: “*I joined Ty Peabody to visit with Randy Nolen as we were given information that he had knowledge or was involved in the various political hit pieces*”. While under oath at a restraining order hearing last September, Mayor Peabody stated: “*All I said is that I would pursue this matter along with other people...*”. In my home, Mayor Peabody told me and my wife: “*A number of former candidates have formed a group and have been investigating the matter for a long time*”.

Last August, I met with now Mayor Pro Tem Dana Reed to give him copies of two emails that Haddon Libby sent to me in 2012 but did not turn over to the FPPC. Mr. Reed said: “*What do you want me to do with them? I can give them to JL ... I can give them to Ty*”. Astonished by his response, I thought: “*JL? Why would your first thought be to give the emails to, of all people, JL Mertens - the wife of then Mayor Ted Mertens? What was her role in this? Were the Mertens the source of the “information” given to Mr. Peabody and Mr. Powers prior to their visit to my home?*”



Legislation Text

File #: RES-136-15, Version: 1

Indian Wells City Council *Staff Report - City Manager's Office*

July 16, 2015

California Desert Conservation and Recreation Act of 2015

RECOMMENDED ACTION:

Council **ADOPTS** Resolution supporting the California Desert Conservation and Recreation Act of 2015.

DISCUSSION:

Senators Dianne Feinstein and Barbara Boxer introduced U.S. Senate Bill 414, the California Desert Conservation and Recreation Act of 2015. The legislation ensures certain unique, undeveloped, ecologically and geologically significant, culturally important, and scenic areas of public land within the California Desert Conservation Area are preserved as wilderness, wild and scenic rivers, national monuments, and National Park and Preserve. These areas include:

- proposed Sand to Snow and Mojave Trails National Monument
- proposed Golden Valley, Kingston Range, Indian Pass, and Palo Verde wilderness additions
- Great Falls Basin, Avawatz Mountains, Soda Mountains, Buzzards Peak, and Milpitas Wash wilderness area
- additions to Joshua Tree National Park, and the Castle Mountains addition to the Mojave National Preserve
- wilderness additions to Death Valley National Park
- Amargosa, Deep Creek, Whitewater, and Surprise Canyon wild and scenic rivers
- Flat Top Mesa and Black Buttes Area of Critical Environmental Concern
- Alabama Hills National Scenic Area

The Joshua Tree National Park, Death Valley National Park, Mojave National Preserve and Bureau of Land Management administered wilderness and natural areas in the high desert are an important component of our region's historic, cultural, economic, and social identity. They generate substantial economic benefit for surrounding area businesses through local employment, tax revenues, and visitor spending on meals, lodging, and supplies.

The proposed designation will contribute to our region's superior desert and mountain vistas, air quality, water quality, peaceful soundscapes, and dark night skies. Protected public lands also provide local residents and visitors with opportunities for many recreational activities.

As protecting wild places and national park lands would ensure that future generations can enjoy them tomorrow as we do today.

ATTACHMENTS:

1. Resolution
2. Bill Summary

RESOLUTION NO. 2015-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, SUPPORTING THE CALIFORNIA DESERT CONSERVATION AND RECREATION ACT OF 2015 (S. 414)

WHEREAS, Senators Dianne Feinstein and Barbara Boxer have introduced the California Desert Conservation and Recreation Act of 2015 (U.S. Senate Bill No. 414) to ensure that certain unique, undeveloped, ecologically and geologically significant, culturally important, and scenic areas of public land within the California Desert Conservation Area are preserved as wilderness, wild and scenic rivers, national monuments, and National Park and Preserve additions; and

WHEREAS, Joshua Tree National Park, Death Valley National Park, Mojave National Preserve and Bureau of Land Management administered wilderness and natural areas in the California desert are an important component of our community's and region's historic, cultural, economic, and social identity, and generate substantial economic benefit for surrounding area businesses through local employment, tax revenues, and visitor spending on meals, lodging, and supplies; and

WHEREAS, national monuments, national park and wilderness designation have been shown to increase tourism and attract new residents, thereby generating substantial economic benefits for nearby communities through local employment and tax revenue; and

WHEREAS, the proposed designation will contribute to our region's superior desert and mountain vistas, air quality, water quality, peaceful soundscapes, and dark night skies; and

WHEREAS, protected public lands will provide local residents and visitors with opportunities for many recreational activities including hiking, horseback riding, rock climbing, photography, camping, off-roading, wildlife viewing, scientific research, and nature study; and

WHEREAS, protecting wild places and national park lands would ensure that future generations can enjoy them tomorrow as we do today; and

WHEREAS, preserving these areas would protect landscapes that encompass steep mountains, winding canyons, free flowing rivers, and rugged desert landscapes, including the proposed Sand to Snow and Mojave Trails national monuments; the proposed Golden Valley, Kingston Range, Indian Pass, Palo Verde wilderness additions; the Great Falls Basin, Avawatz Mountains, Soda Mountains, Buzzards Peak, Milpitas Wash wilderness areas; additions to Joshua Tree National Park; the Castle Mountains addition to the Mojave National Preserve; wilderness additions to Death Valley National Park; the Amargosa, Deep Creek, Whitewater, and Surprise Canyon wild and scenic rivers; the Flat Top Mesa and Black Buttes Area of Critical Environmental Concern; and the Alabama Hills National Scenic Area.

NOW, THEREFORE, the City Council of the City of Indian Wells **RESOLVES** as follows:

SECTION 1. The City Council **ENDORSES** the California Desert Conservation and Recreation Act of 2015, including the designation of National Monuments, Wilderness Areas, Wild and Scenic Rivers, National Park and Preserve, Areas of Critical Environmental Concern, and National Scenic Area identified within the Legislation.

SECTION 2. The City Clerk will transmit this signed resolution to the office of Senator Dianne Feinstein, Senator Barbara Boxer, and to Congressman Raul Ruiz, who represent the City in Congress.

SECTION 3. This Resolution shall take effect upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on this 16th day of July, 2015.

TY PEABODY
MAYOR

CERTIFICATION FOR RESOLUTION NO. 2015-__

I, Wade G. McKinney, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Indian Wells on the 16th day of July, 2015, by the following vote:

AYES:
NOES:

ATTEST:

APPROVED AS TO FORM:

**WADE G. MCKINNEY
CITY MANAGER/CITY CLERK**

**STEPHEN P. DEITSCH
CITY ATTORNEY**

California Desert Conservation and Recreation Act Bill Summary

Section 1: Short Title; Table of Contents

TITLE I: California Desert Conservation and Recreation: Amendments to the California Desert Protection Act of 1994

Title XIII: Mojave Trails National Monument.

- Establishes a national monument managed by the Bureau of Land Management (BLM) protecting 965,000 acres of federal land between Joshua Tree National Park and the Mojave Preserve along historic Route 66 in San Bernardino County.
- Protects approximately 196,000 acres of land that were donated to or purchased by the federal government over the last decade for conservation.
- Maintains existing recreation uses, including hunting, vehicular travel on existing open roads and trails, grazing, camping, horseback riding, rock collecting, etc.
- Permits the construction of transmission lines to facilitate the transfer of renewable energy generated in the California desert and adjacent states.
- Provides solar energy companies with potential projects currently proposed inside the monument boundaries to relocate to federal solar energy zones being developed by the Department of the Interior.
- Establishes an advisory committee to develop the management plan for the monument. The committee will be comprised of representatives from local state and federal government, conservation and recreation groups, and local Native American tribes.

Title XIV: Sand to Snow National Monument

- Establishes a national monument covering approximately 135,000 acres of federal land between Joshua Tree National Park and the San Bernardino National Forest in San Bernardino and Riverside counties.
- Maintains existing recreation uses, including hunting, vehicular travel on existing open roads and trails, camping, horseback riding, rock collecting, etc.
- The monument would be jointly managed by the BLM and the Forest Service with management guidance from an advisory committee comprised of local, state and federal government, conservation and recreation groups, and local Native American tribes.

Title XV: Wilderness

- Designates six new Bureau of Land Management (BLM) wilderness areas covering 250,000 acres near Fort Irwin as well as portions of Death Valley National Park (41,000 acres) and the San Bernardino National Forest (7,100 acres).
- Releases approximately 126,000 acres in the Cady and Soda Mountains that were designated wilderness study areas in the 1994 California Desert Protection Act, thereby allowing vehicular access to these areas.

Title XVI: Vinagre Wash Special Management Area

- Designates a “special management area” covering a total of 81,000 acres in eastern Imperial County in order to conserve, protect and enhance plant and wildlife management as well as nationally significant ecological, recreational, archeological, and cultural resources. The area also contains approximately 49,000 acres of potential wilderness and approximately 12,000 acres of former private land donated to the federal government for conservation.
- Permitted uses would be hiking, camping, mountain biking, sightseeing, hunting, off-highway vehicle use on designated routes and horseback riding. Prohibited uses would include new mining, permanent roads, commercial uses, or activities that would preclude the potential wilderness areas from becoming wilderness in the future.

Title XVII: National Park System Additions

- Adds approximately 74,000 acres of land to the National Park System, including:
 - Death Valley: Approximately 39,000 acres, including a narrow strip of land between the southern boundary of the park (33,000 acres known as the “Bowling Alley”) and Ft. Irwin that was designated a wilderness study area by the Desert Protection Act and a former mining area (6,400 acres known as the “Crater Area”) in the north that is entirely surrounded by park wilderness.
 - Mojave Preserve: Almost 21,000 acres on the northeastern corner of the park known as Castle Mountain, which was left out of the Desert Protection Act due to an active mine which has ceased operations.
 - Joshua Tree: Approximately 4,500 acres in multiple small parcels of BLM land on the northern boundary of the park that have been identified for disposal. Another 1,600 acres from the Mojave Desert Land Trust would expand the park boundary in three locations.

Title XVIII: Off-Highway Vehicle Recreation Areas

- Designates five existing, administratively designated off-highway vehicle areas in San Bernardino County, covering approximately 142,000 acres, as permanent off-highway vehicle recreation areas. Land management would remain as it exists today, but the BLM would be given discretion whether to require a new site specific management plan or simply modify its existing desert-wide management plan.
- Requires the Secretary to conduct a study to determine what, if any, lands adjacent to these recreation areas would be suitable for inclusion and authorizes the Department to do so.

Title XIX: Alabama Hills National Scenic Area

- Designates 18,610 acres of BLM land in Inyo County as a National Scenic Area in order to preserve it for recreational use by the public and future generations.
- Guarantees that all recreational activities currently taking place in the Alabama Hills will continue, including hiking, mountain biking, rock climbing, hunting, fishing, recreational prospecting (rock-hounding) and authorized motorized vehicle use.
- Authorizes the Secretary of the Interior to add approximately 132 acres of BLM land to the Lone Pine Paiute-Shoshone reservation to protect culturally sensitive lands.

Title XX: Miscellaneous

Sec. 2001: State land transfers and exchanges.

- Transfers 934 acres currently designated as a BLM wilderness study area to Anza Borrego State Park to be managed as state wilderness, which surrounds it on three sides.
- Requires the Department of the Interior to work with local government to potentially transfer BLM lands for municipal infrastructure needs.

Sec. 2002: Ensures continued military training activities.

- Ensures the right of the Department of Defense to conduct low-level overflights over wilderness, national parks and national monuments.

Sec. 2003: Climate change and wildlife corridors.

- Requires the Department of the Interior to study the impact of climate change on California desert species migration, incorporate their results and recommendations into land use management plans, and consider the study's findings when making decisions granting rights of way for projects on public lands.

Sec. 2004: Prohibited uses of donated and acquired land.

- Prohibits the use of donated or acquired lands for development, mining, off-

highway vehicle use (except designated routes), grazing, military training and other surface disturbing activities. This prohibition would apply only to public lands within the California Desert Conservation Area.

- The Secretary of the Interior is authorized to make limited exceptions in cases where it is deemed in the public interest. Comparable lands would have to be purchased and donated to the federal government as mitigation for lost acreage.
- Authorizes the Secretary to accept easements and deed restrictions on donated lands within the California Desert Conservation Area in the future.

Sec. 2005: Tribal uses and interests.

- Requires the Secretary to ensure access for tribal cultural activities within national parks, monuments, wilderness and other designated within the bill.
- Requires the Secretary to develop a cultural resources management plan to protect a sacred tribal trail along the Colorado River between southern Nevada and the California-Baja border.

Sec. 2006: Black Lave Butte and Flat Top Mesa ACEC.

- Designates approximately 6,500 acres of land near Joshua Tree National Park and Wildlands Conservancy-owned land as an Area of Critical Environmental Concern in order to preserve and protect roughly 1,700 petroglyphs and other cultural and biological resources.

Sec. 102: Visitor Center.

- Authorizes the National Park Service to acquire a visitor center operated by the Joshua Tree National Park Association in the City of Joshua Tree. Currently, this volunteer-run center serves nearly 150,000 Joshua Tree National Park visitors each year.

Sec. 103: California State School Land.

- Requires the Department of Interior to work with the state to complete the exchange of approximately 370,000 acres of state school lands located in California desert over the next ten years. Small isolated parcels of state land in wilderness, national parks and monuments would be exchanged for federal lands elsewhere that could potentially provide the state with viable sites for renewable energy development, off-highway vehicle recreation or other commercial purposes.

Sec. 104: Wild and Scenic Rivers.

- Designates 77 miles of wild and scenic rivers, including Deep Creek and the Whitewater River in and near the San Bernardino National Forest and the Amargosa River and Surprise Canyon Creek near Death Valley National Park.

Sec. 520: Native groundwater supplies.

- Protects the Mojave Preserve's native groundwater supplies by prohibiting the Department of the Interior from processing rights-of-way applications for nearby projects that are likely to use more groundwater than is naturally restored to the local aquifer each year.

TITLE II: Development of Renewable Energy on Public Land

- Requires the revenues generated from the leasing of federal lands within the California Desert Conservation Area to be distributed in the following manner:
 - 35% to addressing and offsetting the impacts of wind and solar development on federal lands;
 - 15% to facilitating the processing of renewable energy permits for a 10 year period, after which, these funds would be dedicated to offsetting the impacts of renewable energy project impacts;
 - 25% to the State of California; and,
 - 25% to the county or counties in which the project is located.

CAMPAIGN FOR THE CALIFORNIA DESERT

Protecting Our Legacy, Strengthening Our Future

Supporters

Local Governments and Elected Officials

Imperial County Board of Supervisors

Riverside County Board of Supervisors

Coachella Valley Association of Governments

Coachella Valley Conservation Commission

City of Calimesa

City of Cathedral City

City of Apple Valley

City of Chino Hills

City of Coachella

City of Desert Hot Springs

City of La Quinta

City of Palm Desert

City of Palm Springs

City of Rancho Mirage

San Manuel Band of Mission Indians

Timbisha Shoshone

Morongo Valley Community Services District

Terence McAteer, Inyo County Superintendent of Schools
(Alabama Hills Section)

Lone Pine Paiute-Shoshone Reservation (Alabama Hills Section)

City of Bishop (Alabama Hills Section)

Chamber of Commerce & Civic Groups

Joshua Tree Chamber of Commerce

Morongo Valley Chamber of Commerce

Lone Pine Chamber of Commerce (Alabama Hills Section)

The Greater Palm Springs Convention and Visitors Bureau

Utilities

Southern California Edison

Pacific Gas and Electric

Metropolitan Water District of Southern California

Business and Community Leaders

Fran Ulmer, Chair of US Arctic Research Commission

22 Retired Flag Officers

Off-Road Business Association

Motorcycle Industry Council

Paul Smith, owner of Twentynine Palms Inn

Susan Sorrells, owner of Shoshone Village

Brian Brown, owner of China Ranch Date Farm

Sam Roberts Photography

Justin Blake, owner, The Second Wind Hot Water Retreat

John Malucci, owner of Pastels Bistro

Nancy Good, owner of New Light Foto Design

Ryan Thomas, owner of Kiltman Off-Road Adventures

Cynthia Keinitz, owner of Cynthia's Resort

The Desert Sun

Joshua Tree Gateway Association of Realtors

Darleen Strong, Vice President, Honda of Glendale, Glendale



CAMPAIGN FOR THE CALIFORNIA DESERT

Protecting Our Legacy, Strengthening Our Future

John Dittli Photography

Mary King, Shoshone Museum

Amy Noel, owner of Tecopa Hot Springs Resort

Paul Barnes, Lara Murray, Ryan Thomas, Nancy Good, The Tecopa Hot Springs Conservancy, concessionaires at Tecopa Hot Springs Campground and Pools

Karin Pine, owner of Tecopa Hot Springs Massage

Justin Blake, owner of The Second Wind Hot

Water Retreat, Henderson, NV

Jeff Benjamin, President, Benjamin Lewis Inc., Laguna Hills

Richard Clark, Owner, Rapid Packaging Plus, Riverside

Aaron Moon, Manager, Southland Cycle Centre, Garden Grove

Jean Paul LeBlanc, Assistant Treasurer, California City Economic Development Corp., California City

Suzi Dennet, Death Valley Chamber of Commerce

Jeff Lyman, Fleet & Commercial Truck Manager, Encinitas Ford, Carlsbad

Edward Waldheim, President, Sportscoach Owners International, Glendale

Richie Wohlers, Controller, Vision Mechanical Services, Thousand Oaks

Norm Hill, CEO/President, Norm Hill Aviation Inc, California City

Edward Waldheim, Owner, J's Maintenance, Glendale

Tom McDonald, Owner, Red Sky Enterprises, Fair Oaks

Greg Olson, Owner, Battle Born Homes, Henderson, NV

Donn Nay, Treasurer, Pacific Mechanical Contractors, Baldwin Park

Dave McCafferty, Owner, McCafferty Skylights Inc, Orange

Organizations & User Groups

American Sand Association

American Motorcyclists Association, District 37

Coachella Valley Mountains Conservancy

Ecologic

Blue Ribbon Coalition

National Off-Highway Conservation Council

Recreational Off-Highway Vehicle Association

Tread Lightly!

Cal 4 Wheel Drive

California Off-Road Vehicle Association

Friends of Dumont Dunes

Friends of El Mirage

Friends of Jawbone

Monday Morning Group

Specialty Vehicle Institute of America

The Wildlands Conservancy

National Parks Conservation Association

Trust for Public Land

Conservation Lands Foundation

The Nature Conservancy

The Pew Charitable Trusts

Friends of the River

Mojave Desert Land Trust

Mojave Preserve Conservancy

Save Our Desert

Friends of Big Morongo Canyon Preserve

San Diego Zoo Global

Conservation Alliance

Friends of the Desert Mountains

SummerTree Institute



CAMPAIGN FOR THE CALIFORNIA DESERT

Protecting Our Legacy, Strengthening Our Future

Americans for Responsible Recreational Access

Vet Voice Foundation

Friends of the River

Amargosa Conservancy

California Wilderness Coalition

The Wilderness Society

Old Spanish Trail Association

Friends of Joshua Tree

Residents of Walters Camp

Alabama Hills Stewardship Group (Alabama Hills Section)

Advocates for Access to Public Lands (Alabama Hills Section)

Eastern Sierra 4x4 Club (Alabama Hills Section)

Friends of the Inyo (Alabama Hills Section)



CAMPAIGN FOR THE CALIFORNIA DESERT

Protecting Our Legacy, Strengthening Our Future

California Desert Conservation and Recreation Act of 2015 (S.414)



Summary

The conservation and recreation portion of the California Desert Conservation and Recreation Act of 2015 will improve protection for approximately 1.6 million acres of federal land while ensuring that public access and recreational use of the desert can continue for generations to come.

Specifically, the Act (S.414) will:

- Establish the 941,413-acre Mojave Trails National Monument in eastern San Bernardino County along the longest undeveloped stretch of historic Route 66;
- Designate the 133,524-acre Sand to Snow National Monument that stretches between Joshua Tree National Park on the east and the high country of the San Gorgonio Wilderness in the San Bernardino National Forest to the west;
- Add five areas encompassing 204,6500 acres to the National Wilderness Preservation System, including the Avawatz Mountains Wilderness, Great Falls Basin Wilderness and Soda Mountains Wilderness;
- Enlarge existing BLM wilderness by 95,110 acres including Golden Valley Wilderness, Kingston Range Wilderness, and Grass Valley Wilderness; and add 7,141 acres to the San Gorgonio Wilderness (USFS);
- Establish the 81,800-acre Vinagre Wash Special Management Area in Imperial County where many ecologically and culturally sensitive areas would be protected from development and vehicle use;
- Enlarge Death Valley National Park by 97,965 acres, Mojave National Preserve by 21,000 acres and Joshua Tree National Park by 4,518 acres;

Continued



California Desert Conservation and Recreation Act of 2015 (Continued)

- Add over 70 miles (22,400 acres) of stream to the National Wild and Scenic Rivers System along the Amargosa River, Deep Creek, Surprise Canyon and the Whitewater River;
 - Designate the Alabama Hills National Scenic Area (18,840 acres)
 - Designate the Black Lava Butte and Flat Top Mesa as an Area of Critical Environmental Concern (6,350 acres)
 - Establish the Joshua Tree Visitor Center
 - Provide for revenue sharing with state and counties from renewable energy rents and royalties
- Permanently prohibit the staking of new mining claims on approximately 10,000 acres of land sacred to the Quechan Tribe in Imperial County while preserving established claims;
- Mandate the study and protection of cultural trails and associated features along the Colorado River that is sacred to several tribes;
- Transfer a 994-acre Bureau of Land Management holding in San Diego County to Anza-Borrego Desert State Park and require the state to manage the land as wilderness; and
- Require the Department of the Interior to study the future impacts of climate change on the California desert, to mitigate these impacts and to identify and protect important wildlife migration corridors in the region.



In addition to these protective measures, the Act will also:

- Withdraw protection from 33,571 acres of the Soda Mountains Wilderness Study Area;
- Withdraw protection from the 84,400-acre Cady Mountains Wilderness Study Area (5,500 acres of the area will be included in the Mojave Trails National Monument);
- Facilitate the transfer of isolated parcels of state-owned land that are surrounded by desert wilderness areas and parks in exchange for federal assets, potentially including parcels of federal land;
- Turn five existing administratively-designated off-highway vehicle (OHV) recreation areas into legislatively-designated OHV areas;
- Require the Secretary of the Interior to study the possibility of expanding these OHV areas; and
- Allow for the expansion of a small airport in Imperial County.

For more information, contact:

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Matt Jatovsky, The Wilderness Society,
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David Lamfrom, National Parks Conservation Association,
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Our Voice: Protect the desert

Desert Sun editorial board 8:19 p.m. PST November 8, 2014

Visionary proposals to preserve pristine lands and expand renewable energy in California deserve support



(Photo: Marilyn Chung/The Desert Sun)

The Coachella Valley is surrounded by protected wilderness. We have the Santa Rosa and San Jacinto Mountains National Monument to the south, Joshua Tree National Park to the north and several pristine areas in between, such as the Coachella Valley National Wildlife Refuge and the Whitewater Preserve.

U.S. Sen. [Dianne Feinstein \(/story/news/environment/2014/11/01/protecting-public-lands-desert/18353689/\)](#) visited the Whitewater Preserve on Thursday to celebrate the 20th anniversary of the signing of the California Desert Protection Act, which turned the Joshua Tree and Death Valley national monuments into national parks. The act also created the Mojave National Preserve.

She released the draft of a bill to expand the act and create two new national monuments: Sand to Snow, which would stretch from Mount San Geronio almost to Joshua Tree National Park, and Mojave Trails, between Joshua Tree and the Mojave Preserve. She will introduce the bill in January.

Attending the celebration was Jim Kenna, California director for the U.S. Bureau of Land Management, who is conducting hearings on the draft of the Desert Renewable Energy Conservation Plan. The plan would map out 22.5 million acres of the Colorado, Sonoran and Mojave deserts for large-scale renewable energy projects and conservation and recreation areas.

Known as DRECP, the plan has been in the works since 2008. U.S. Interior Secretary [Sally Jewell \(/story/tech/science/greenenergy/2014/09/23/desert-renewable-energy-conservation-plan-drecp/16103905/\)](#) released the draft in September, standing amid windmills in North Palm Springs.

The Desert Sun supports both of these efforts.

Feinstein's proposal would not only protect pristine land for future generations, it also would boost ecotourism, which has become a large part of the region's economy. The DRECP is a smart approach to locating renewable energy projects to help California reach its goals in reducing carbon emissions.

Sand to Snow

The Desert Sun endorsed the Sand to Snow National Monument soon after Feinstein first proposed it in 2009. Mount San Geronio rises to 11,503 feet above sea level. It is the seventh-highest mountain in the continental United States. The monument would cover 134,000 acres stretching to the desert oases of Big Morongo Canyon and the Whitewater Preserve.

Sand to Snow would help complete the circle of protected wilderness around the Coachella Valley.

Overall, Feinstein's California Desert Conservation and Recreation Act would protect more than 1 million acres of California desert. It would designate four off-highway vehicle recreation areas. And it would order the Department of the Interior to swap 370,000 acres of federal land for state land that could be developed as renewable energy projects.

The DRECP

The proposed national monuments would include areas covered by the DRECP, which ranges from the Mexican border along the Arizona border to Owens Valley, wrapping around the eastern edge of the Coachella Valley.

"The holy grail of this would be to have alignment with local government, state government and federal government," Kenna told The Desert Sun. "All of that fits together in terms of energy generation and transmission systems, and the conservation design."

He said it was appropriate to reveal the draft of DRECP in the Coachella Valley.

"The Coachella Valley has a habitat conservation plan and a natural communities conservation plan integrated with a BLM land-use plan," he said. "And you have some of the physical attributes. In the Banning Pass, you have wind development that is feeding into the populated areas to the west. And in close proximity to that, in Big Morongo and up in Whitewater Canyon, you have very important conservation areas."

"It's about fitting the pieces together in very logical ways."

The DRECP is a super-sized version of the Coachella Valley Multispecies Habitat Conservation Plan, which balances development with protection of endangered species.

The California Energy Commission has provided grants to counties to help map out their part of the DRECP, said Commissioner Karen Douglas. The commission has been working with counties for several years.

"These grants support the counties to engage in their own land-use planning, whether it's developing policies or amendments to their planning documents," she said.

Some opposition

In a hearing in Imperial County, farmers objected to plans for placing renewable energy projects on what is now productive farmland. Kenna explained that when water rights are transferred to San Diego County after 2017, some of that land will be fallowed, which is ideal for renewable energy.

Some wind energy advocates were disappointed in a decision to ban windmills between the Salton Sea and the Chocolate Mountains. That area is used heavily for training of military pilots, he said. Jets and windmills don't mix.

The Salton Sea

Douglas said she believes the DRECP can help develop renewable resources to create a revenue stream to revitalize the Salton Sea.

"The hope I think we all have is that renewable energy around the Salton Sea can be part of revitalizing that area," she said. The geothermal resources there are some of the best in the world and there's tremendous opportunity for solar power.

The big picture

With the new Republican majority in the Senate, it may be more of a challenge for Feinstein, a prominent Democrat, to revise the Desert Protection Act. But it's not really a political question. After all, one of Republican Mary Bono's finest accomplishments in Congress was the creation of the Santa Rosa and San Jacinto Mountains National Monument.

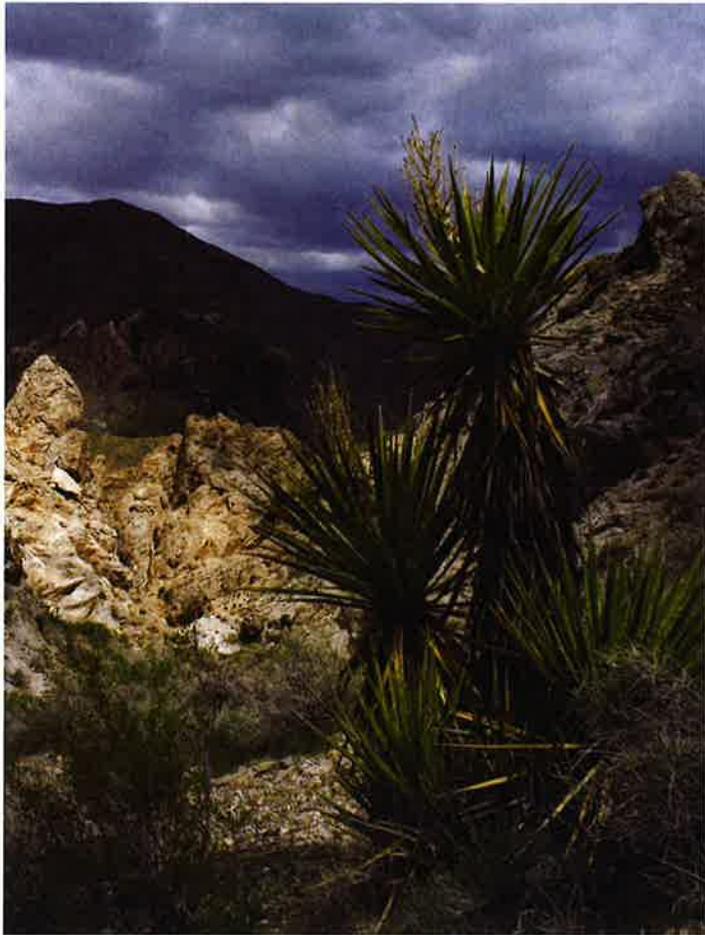
Also, protecting wilderness areas can boost the economy. Since Joshua Tree became a national park in 1994 as part of the Desert Protection Act, visitors have increased year after year. In 2013, nearly 1.4 million visitors spent nearly \$63 million in the surrounding communities, according to an economic benefit report ([/story/money/business/tourism/2014/07/20/joshua-tree-park-job-income/12905749/](http://story/money/business/tourism/2014/07/20/joshua-tree-park-job-income/12905749/)) by the U.S. National Park Service.

Developing renewable resources also is an economic driver for the Coachella Valley. The DRECP is a wise approach for reaching compromises between competing interests in California's vast desert. The Desert Sun hopes it will set a standard for the rest of the nation.

Read or Share this story: <http://desert.sn/1qwGQwJ>

CAMPAIGN FOR THE CALIFORNIA DESERT

Protecting Our Legacy, Strengthening Our Future



California has always been a destination for those appreciating the natural beauty and the majesty of the outdoors. And those precious natural wonders have been a tremendous asset to California's economic health – assets that should be preserved for the benefit of future generations' prosperity and enjoyment.



The best testament to the economic benefit of tourism in California? In 2011, travel dollars spent in California totaled \$102.3 billion, money that translated into over \$30 billion in earnings for California businesses and the 893,000 Californians who work in the travel sector and related industries. **That also translates into much-needed tax income for local governments, to the tune of \$2.3 billion.**¹

For the economic benefit of San Bernardino County, this meant visitor-generated local tax receipts in the amount of **\$52.5 million** in 2010, nearly 14% of the total local tax receipts generated in the county, providing much needed revenue to the county and cities. Transit occupancy tax generated for local government in that same period totaled **\$23.2 million.**²

As more and more people come to San Bernardino County to enjoy the natural beauty and recreational opportunities afforded by the California desert, spending has gone up, clearly underscoring what a crucial part of San Bernardino County's economy the desert has become, and will be for generations to come.



Here's What People Are Saying About the California Desert Protection Act



"The California desert boasts some of the most spectacular scenery in the nation, and that has made tourism and recreation an essential part of our local economy. By acting to protect these lands, we not only act to protect our quality of life but we also act to protect small businesses and local jobs in the tourism sector."



Wayne Austin, San Bernardino: Past President and CEO, San Bernardino Convention & Visitors Bureau

"Our desert is a special place that offers opportunities to see and explore wild country like nowhere else. We get tourists from all over the world at our hotel, and protecting our beautiful desert vistas just makes sense."



Marcia Bock, Barstow: General Manager, Hampton Inn

"As the owner and operator of the Shoshone Village, which employs over twenty-five people, I feel strongly that this legislation will protect the financial future of the region."



Susan Sorrells, Shoshone

"Without the protection of Congress and the President, many forms of outdoor recreation will soon be squeezed out of the California Desert by competing uses. I support the effort by Senator Feinstein to preserve the public's opportunities for desert recreation which will lead to a more healthy and enlightened citizenry, and stronger economies for our outdoor gateway communities."



Randy Banis, Editor of DeathValley.com, Member of the Bureau of Land Management Desert Advisory Council

1. California Travel & Tourism Commission: California Travel Impacts by County, 1992-2010: Direct Travel Impacts, 2011 Preliminary
2. California Travel & Tourism Commission: California Travel Impacts by County, 1992-2010: Households, Local Sales and Transient Occupancy Tax Receipts by County, 2010

PLUS SUPPORT FROM

Imperial County Board of Supervisors
San Manuel Band of Mission Indians
Conservation Alliance
Off Road Business Association
American Sand Association
American Motorcyclists Association, District 37
Ecologic
Friends of the Desert Mountains
SummerTree Institute
Amargosa Conservancy
Friends of Joshua Tree
The Desert Sun
Coachella Valley Conservation Commission
Coachella Valley Association of Governments
Vet Voice Foundation
Friends of El Mirage
Friends of Dumont Dunes
Friends of Jawbone
Cal 4-Wheel Drive
California Off Road Vehicle Association
The Wildlands Conservancy
California Wilderness Coalition
National Parks Conservation Association
Trust for Public Land
Conservation Lands Foundation
The Nature Conservancy
The Pew Charitable Trusts
Friends of the River
Mojave Desert Land Trust
Mojave Preserve Conservancy
Save Our Desert
Friends of Big Morongo Canyon Preserve
San Diego Zoo Global

Local Business:

Joshua Tree Chamber of Commerce
Paul Smith, owner of 29 Palms Inn
Susan Sorrells, owner of Shoshone Village
Brian Brown, owner of China Ranch Date Farm
Sam Roberts Photography
John Dittli Photography

Foundation

San Bernardino Valley Audubon Society

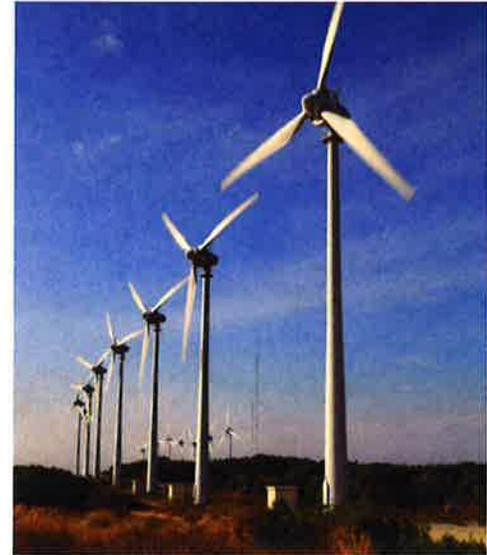
FOR MORE INFORMATION: Monica Argandoña, Southern California Conservation Director, California Wilderness Coalition
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CAMPAIGN FOR THE CALIFORNIA DESERT

Protecting Our Legacy, Strengthening Our Future

A key benefit of the 2015 California Desert Conservation and Recreation Act is that it addresses both preservation of desert lands and the opportunity for responsible development of renewable energy

Major utilities are well on their way to reaching the goal of 33% of electricity production from renewable sources including solar and wind by 2020.¹ The California desert presents a unique and historic opportunity for government, private industry, conservation groups and local communities to work together to achieve goals of land conservation and clean energy.



Meeting our nation's clean energy needs and preserving our unique and irreplaceable desert ecosystem can be achieved. The California Desert Conservation and Recreation Act will help ensure that careful planning and strategic action is used to protect desert open space, while allowing for responsible desert-based renewable energy projects.

- None of the areas proposed for protection under the CDCRA are amongst the 150,000 acres already identified by the Department of the Interior for potential solar development in the California desert. In addition, none of the CDCRA areas are amongst the millions of acres being considered for renewable energy development under the draft Desert Renewable Energy Conservation Plan.
- Major military installations like Fort Irwin, Twentynine Palms and China Lake are among those that could lead the way in the Department of Defense's plan to install renewable energy production on military bases throughout the U.S.⁴
- Well planned, comprehensive strategies that involve all stakeholders can responsibly locate renewable energy projects on appropriate desert land, preserve the desert for recreation and enjoyment and promote tourism commerce through, recreation and eco-tourism.

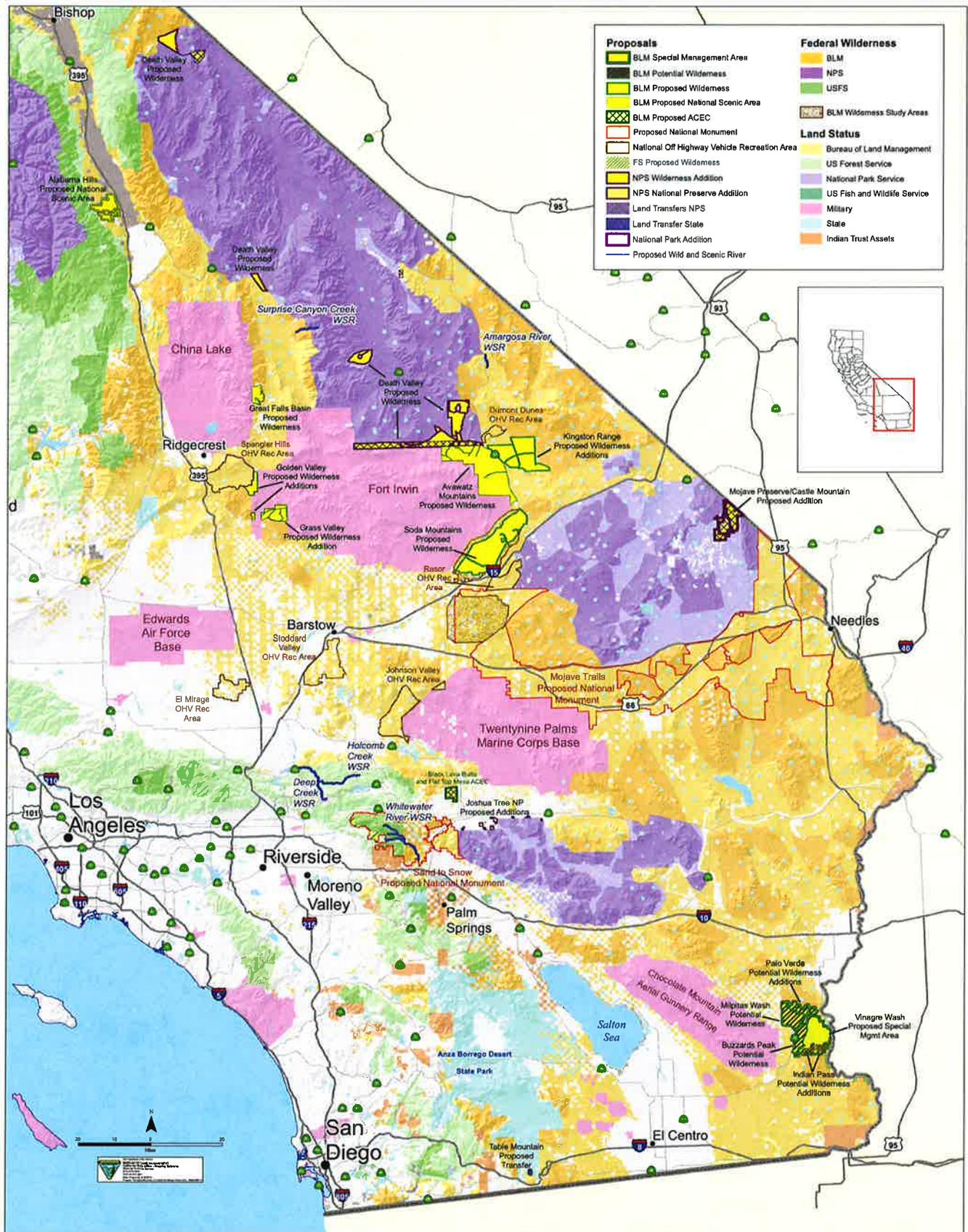
1. California Public Utilities Commission, California Renewables Portfolio Standard.
2. Department of the Interior, Draft Solar Programmatic Environmental Impact Statement.
3. Desert Renewable Energy Conservation Plan "Primary Features of DRECP Alternatives."
4. Department of Defense, Facilities Energy Core Strategy.

FOR MORE INFORMATION: Monica Argandoña, Southern California Conservation Director, California Wilderness Coalition
margandona@calwild.org | (951) 205 6004

2015 California Desert Conservation and Recreation Act Overview

March 16, 2015

This map prepared at the request of Senator Dianne Feinstein



Valley Voice: Back Feinstein's desert protection move

Michael Duran, Special to The Desert Sun 4:14 p.m. PST February 18, 2015



(Photo: Marilyn Chung/The Desert Sun)

As an educator, I'm always looking for opportunities to bring the lessons we explore in the classroom to life beyond the pages of a text book and screen of a computer. It's one thing to learn about the history of the American West, and another thing entirely to stand on the land where it took place.

For many students, a firsthand experience in an outdoor classroom is what it takes to reach a deeper understanding of an issue or a moment in history. But too few young people in this generation spend time outdoors, contributing to a crisis in obesity and a missed opportunity to experience and understand the world around us.

In our region, we are very lucky to have an outdoor classroom like the California desert — a place of trails to hike, animal and plant life to explore, and opportunities to learn about our region's history. To this day, it's possible to follow historic trails for hundreds of miles, experiencing a landscape that's changed little over a thousand years.

Death Valley and Joshua Tree National Parks and the Mojave National Preserve are one of kind places to visit. My favorite times are when the wildflowers bloom and blanket the desert floor and hillsides. Travelers come from all over to see these sites, contributing to the local economy and helping to create jobs. In fact, visitors to Death Valley, Joshua Tree, and Mojave alone contributed \$165 million in 2013 to the region's economy, supporting nearly 2,000 jobs.

To navigate these places is to better understand a piece of California history as well as our culture, geology, and unique flora and fauna.

But we can't take it for granted that the California desert always will be here — pristine and untouched — without action on our part. That's why I'm so glad to see that Sen. Dianne Feinstein recently introduced legislation to protect the California desert and ensure that this natural wonder is here for our students and generations to come.

The California Desert Conservation and Recreation Act of 2015, co-sponsored by Sen. Barbara Boxer, will increase protection for approximately 1.6 million acres of desert landscapes, including expanding Death Valley and Joshua Tree national parks, designating new wilderness areas and wild and scenic rivers, and establishing two new national monuments — the Mojave Trails and the Sand to Snow national monuments.

These protected public lands will establish and protect new outdoor classrooms for our regions' students — with opportunities to see wildlife like lizards, bighorn sheep, desert tortoises and migratory birds; to learn about plants and geology and history; to hike trails and to camp amidst the unique beauty of the California desert.

I urge Reps. Raul Ruiz and Paul Cook to join the many business owners, veterans, faith leaders, elected officials, and other community and conservation leaders who are in support of this legislation, and work with Sen. Feinstein to protect these deserving places within the California desert.

We have a tremendous and historic opportunity at hand with the California Desert Conservation and Recreation Act. Let's invest in the future of our young people by conserving the California desert and making sure this outdoor classroom is here to inspire our future scientists, naturalists, and history buffs. If we can accomplish that, we'll have another important chapter to add to our local history books.

Michael Duran is a member of the Desert Sands Unified School District School Board of Education. He is a School Counselor at James Workman Middle School in Cathedral City and lives in Indio.

Read or Share this story: <http://desert.sn/1DsRGwT>



Protecting California's desert good for veterans, nation

By Herb Temple

sbsun.com

Posted: 02/13/15, 6:08 PM PST |

With Operation Iraqi Freedom having come to a close, and the war in Afghanistan due to draw down, our nation rightfully is concerned with the well-being and mental health of our military forces and their families, after so many years of war.

Additionally, we continually look for ways to ensure that future generations of troops and their families have the means to deal with the mental wounds of war. Obviously, ensuring that we hire, train, and organize enough mental health professionals to serve our veterans is of top concern. Making that care and support readily available is also a top concern. But the tools in our arsenal don't end there.

That is why I joined with 21 other retired flag officers, representing 740 years of collective experience in our armed forces, in a letter last month supporting the California Desert Conservation and Recreation Act of 2015, legislation recently introduced in Congress by U.S. Sen. Dianne Feinstein.

The California desert is amongst the most stunning and unique landscapes in the world and worthy of additional protections. These lands overflow with cactus gardens and Joshua tree forests, hidden springs and palm oases, impressive rock formations, sand dunes that dwarf skyscrapers, rugged mountain ranges, fields of wildflowers, and multihued canyons.

As veterans, we value protected public lands such as national parks, monuments, wilderness areas, and other conservation lands as places for men and women in our armed forces to recuperate, recreate, and reconnect with family and friends after 13 years of continuous overseas combat operations. This includes the California desert.

We believe these public lands and the pursuit of these recreational activities contribute to the health and well-being of enlisted personnel and families stationed at military installations in southern California as well as the large population of military retirees who live within a couple hours' drive of these lands. In light of the prevalence of Post-Traumatic Stress Disorder (PTSD) and emotional illnesses resulting from over a decade of combat in Iraq and Afghanistan, access to places of healing is clearly vital to the restoration and mental health of our fighting forces and retired communities.

The desert's protected public lands also provide a buffer for the region's military bases from encroachment of development and potentially threatening and/or illegal activities. Through the proposed California Desert Conservation and Recreation Act, the Mojave Trails National

Monument and the Golden Valley Wilderness would provide critical standoff space, respectively, for the 29 Palms Marine Corps Air Ground Combat Center and the Naval Air Weapons Station China Lake and enable more effective physical security for the thousands of family members stationed there. The Bowling Alley Wilderness Area addition to Death Valley National Park and the Avawatz Wilderness would provide similar benefits to Fort Irwin National Training Center.

None of the lands proposed for protection by the Act overlap with lands identified by the U.S. Department of Interior for renewable energy development. That's important because if we develop clean, renewable energy here at home, we depend less on the fossil fuels that enrich hostile regimes.

Protecting California desert public lands through this bill is a win-win for veterans and our security and preserves part of what makes America so great — her natural wonders. These are the lands we love, and the lands we served to protect. We encourage Congress and the President Obama to join us in that effort — for our veterans, their families, and future generations of Americans.

Herb Temple lives in Palm Desert and is a retired U.S. Army lieutenant general.



Legislation Text

File #: 1169-15, Version: 1

Indian Wells City Council
Staff Report - Community Development

July 16, 2015

Local California Environmental Quality Act Guidelines

RECOMMENDED ACTION:

Council **ADOPTS** Resolution amending and adopting local guidelines for implementing California Environmental Quality Act.

DISCUSSION:

The California Environmental Quality Act ("CEQA"), as contained in Public Resources Code sections 21000 *et seq.*, is California's most comprehensive environmental law. CEQA requires all public agencies within the State to evaluate the environmental effects of all projects that are approved within their jurisdictions. CEQA also aims to prevent significant environmental effects from occurring as a result of agency actions by requiring agencies to avoid or reduce, when feasible, the significant environmental impacts of their decisions. To this end, CEQA requires all public agencies to periodically adopt Local CEQA Guideline updates that outline specific objectives, criteria and procedures for evaluating public and private projects that are undertaken or approved by each agency.

The Local CEQA Guideline changes are in response to Assembly Bills 52 and 1140, and Senate Bill 674. Assembly Bill 52 added new sections to the Public Resources Code regarding consultation with Native American Tribes. Assembly Bill 1140 added a new section regarding pipelines. Finally, Senate Bill 674 amended a section regarding exemptions for affordable housing projects. Attached is a memorandum from Best Best & Krieger, providing a more detailed explanation of the CEQA changes.

ENVIRONMENTAL:

No environmental impact is anticipated from amending the Local CEQA Guidelines.

ATTACHMENTS:

1. May 5, 2015 BB&K Memorandum
2. Resolution

Memorandum

TO: Project 5 Clients (City)
FROM: Best Best & Krieger LLP
DATE: May 5, 2015
RE: 2015 Summary of Changes to Local CEQA Guidelines

Important changes in the law have been incorporated into the 2015 Update to your Local Guidelines for Implementing the California Environmental Quality Act (“Local Guidelines”). For easy reproduction and access to these Local Guidelines, as well as the California Environmental Quality Act (“CEQA”) forms your City will need, and other important legal alerts, please access BBK’s CEQA client portal at www.bbklaw.net/CEQA. For technical support, please contact Gar House at Gar.House@bbklaw.com.

Public agencies are required to adopt implementing procedures for administering their responsibilities under CEQA. These procedures include provisions governing how the City will process environmental documents and provide for adequate comment, time periods for review, and lists of permits that are ministerial actions and projects that are considered categorically exempt. The City’s procedures should be updated within 120 days after the State CEQA Guidelines are revised.

This memorandum summarizes the substantive amendments to your Local Guidelines made in response to regulations, legislation and legal cases that changed or impacted certain aspects of CEQA between January 2014 and February 2015. Your Local Guidelines and this memorandum are designed to assist in assessing the environmental implications of a project prior to its approval, as mandated by CEQA. We still recommend, however, that you consult with an attorney when you have specific questions on major, controversial or unusual projects or activities.

Revisions to Local CEQA Guidelines.

1. SECTION 2.03 DUTIES OF A LEAD AGENCY.

Pursuant to AB 52, Public Resources Code section 21080.3.1 was added establishing the duties of a lead agency with respect to consultation with California Native American Tribes (“Tribe”) that are traditionally and culturally affiliated with a proposed project area.

Section 21080.3.1 requires that if a Tribe so situated has requested consultation, the lead agency shall begin consultation with the Tribe within 14 days after determining that an application for a project is complete or a decision to undertake a project.

In addition, section 21080.3.1 requires that upon a Tribe’s written request to be informed of any proposed project, a lead agency must begin consultation with the Tribe prior to the release of an EIR.

These provisions may be found in subdivisions (a) and (c) of Local Guidelines section 2.03. Definitions of *California Native American Tribe* and *consultation* have been added to Local Guidelines sections 10.05 and 10.12, respectively.

Additional language was also added to this section of the Local Guidelines pursuant to *Citizens for the Restoration of L Street v. City of Fresno* (2014) 229 Cal.App.4th 340. The new language requires that if a subsidiary board or official has been given authority by an agency to approve a project, then that subsidiary board or official shall also be given authority to make all necessary CEQA determinations. The subsidiary board or official's CEQA determination shall be subject to appeal consistent with the agency's established procedures for appeal.

2. SECTION 3.11 PIPELINES WITHIN A PUBLIC RIGHT-OF-WAY AND LESS THAN ONE MILE IN LENGTH.

This section of the Local Guidelines was amended for clarity pursuant to Public Resources Code section 21080.21, and provides that pipelines that are within a public right-of-way and less than one mile in length are exempt from CEQA requirements. The definition of "pipeline" employed here is specific to this section and may be found in Local Guidelines section 3.11.

3. SECTION 3.12 PIPELINES WITHIN A PUBLIC RIGHT-OF-WAY AND LESS THAN EIGHT MILES IN LENGTH.

This section of the Local Guidelines was added for clarity pursuant to Public Resources Code section 21080.23, and provides that pipelines that are within a public right-of-way and less than eight miles in length are exempt from CEQA requirements, subject to certain additional requirements.

In addition, pursuant to AB 1140, Public Resources Code section 21080.23.5 was added to temporarily expand the definition of "pipeline" in Public Resources Code section 21080.23 to include pipelines located in certain counties and used to transmit biogas. The expanded definition will be repealed as of January 1, 2018. The definitions of "pipeline" employed here are specific to this section and may be found in Local Guidelines section 3.12.

4. SECTION 3.13 CERTAIN RESIDENTIAL HOUSING PROJECTS.

Pursuant to SB 674, Public Resources Code section 21159.24, regarding residential infill projects, was amended to exempt certain residential infill projects meeting particular criteria. The amended language may be found at Local Guidelines section 3.13(d)(8). The definition of *residential* was amended accordingly and added to Local Guidelines section 10.61.

5. SECTION 5.21 FINAL DETERMINATION.

New language was added to Local Guidelines section 5.21, regarding final determinations, pursuant to *Citizens for the Restoration of L Street v. City of Fresno* (2014) 229 Cal.App.4th 340. The new language requires that if a subsidiary board or official has been given authority by an agency to approve a project, then that subsidiary board or official shall also be given the authority to make all necessary CEQA determinations. The subsidiary

board or official's CEQA determination shall be subject to appeal consistent with the agency's established procedures for appeal.

6. SECTION 6.07 CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES.

Local Guidelines section 6.07 is newly added pursuant to AB 52 and Public Resources Code section 21080.3.1 and requires a lead agency to begin consultation with a California Native American Tribe ("Tribe") prior to the release of a Negative Declaration or Mitigated Negative Declaration for a project, upon written request by the Tribe. This section also requires a lead agency to provide formal notification to a Tribe that has requested such notice within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project.

Pursuant to AB 52 and Public Resources Code section 21080.3.2, if consultation is requested by a Tribe, the parties may propose mitigation measures capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource.

Definitions of *California Native American Tribe*, *consultation*, and *tribal cultural resources* have been added to Local Guidelines sections 10.05, 10.12, and 10.77, respectively.

7. SECTION 6.08 IDENTIFICATION OF TRIBAL CULTURAL RESOURCES AND PROCESSING OF INFORMATION AFTER CONSULTATION WITH THE CALIFORNIA NATIVE AMERICAN TRIBE.

Local Guidelines section 6.08 is newly added pursuant to AB 52 and Public Resources Code section 21082.3 and provides that any mitigation measures agreed upon during consultation with a California Native American Tribe shall be recommended for inclusion in the environmental document and in a Mitigated Monitoring and Reporting Program. In addition, confidential information related to tribal cultural resources shall not be disclosed subject to certain requirements and exceptions.

Pursuant to this section, a lead agency may only adopt a mitigated negative declaration for a project with a significant impact on an identified tribal cultural resource if certain conditions are met.

Definitions of *California Native American Tribe*, *consultation*, and *tribal cultural resources* have been added to Local Guidelines sections 10.05, 10.12, and 10.77, respectively.

8. SECTION 6.09 SIGNIFICANT ADVERSE IMPACTS TO TRIBAL CULTURAL RESOURCES.

Local Guidelines section 6.09 is newly added pursuant to AB 52 and Public Resources Code section 21084.3 and provides possible mitigation measures to protect tribal cultural resources when none are identified during the consultation process.

Definitions of *consultation* and *tribal cultural resources* have been added to Local Guidelines sections 10.12 and 10.77, respectively.

9. SECTION 7.07 CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES.

Local Guidelines section 7.07 is newly added pursuant to AB 52 and Public Resources Code section 21080.3.1 and requires a lead agency to begin consultation with a California Native American Tribe (“Tribe”) prior to the release of a Draft EIR for a project, upon written request by the Tribe. This section also requires a lead agency to provide formal notification to a Tribe that has requested such notice within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project.

Pursuant to AB 52 and Public Resources Code section 21080.3.2, if consultation is requested by a Tribe, the parties may propose mitigation measures capable of avoiding or substantially lessening potential significant impacts to a tribal cultural resource or alternatives that would avoid significant impacts to a tribal cultural resource.

Definitions of *California Native American Tribe*, *consultation*, and *tribal cultural resources* have been added to Local Guidelines sections 10.05, 10.12, and 10.77, respectively.

10. SECTION 7.08 IDENTIFICATION OF TRIBAL CULTURAL RESOURCES AND PROCESSING OF INFORMATION AFTER CONSULTATION WITH THE CALIFORNIA NATIVE AMERICAN TRIBE.

Local Guidelines section 7.08 is newly added pursuant to AB 52 and Public Resources Code section 21082.3 and provides that any mitigation measures agreed upon during consultation with a California Native American Tribe shall be recommended for inclusion in the environmental document and in a Mitigated Monitoring and Reporting Program. In addition, confidential information related to tribal cultural resources shall not be disclosed subject to certain requirements and exceptions.

Pursuant to this section, a lead agency may only certify an EIR for a project with a significant impact on an identified tribal cultural resource if certain conditions are met.

Definitions of *California Native American Tribe*, *consultation*, and *tribal cultural resources* have been added to Local Guidelines sections 10.05, 10.12, and 10.77, respectively.

11. SECTION 7.09 SIGNIFICANT ADVERSE IMPACTS TO TRIBAL CULTURAL RESOURCES.

Local Guidelines section 7.09 is newly added pursuant to Pursuant to AB 52 and Public Resources Code section 21084.3 and provides possible mitigation measures to protect tribal cultural resources when none are identified during the consultation process.

Definitions of *consultation* and *tribal cultural resources* have been added to Local Guidelines sections 10.12 and 10.77, respectively.

12. SECTION 10 DEFINITIONS.

A. Section 10.05 “California Native American Tribe”

The definition of *California Native American Tribe* was added pursuant to AB 52. (See Public Resources Code section 21073.)

B. Section 10.12 “Consultation”

The definition of *consultation* was added pursuant to AB 52. (See Public Resources Code section 21080.3.1 and Government Code section 65352.4.)

C. Section 10.55 “Pipeline”

The definition of *pipeline* was amended to reflect the difference in definitions between Local Guidelines sections 3.11 and 3.12.

D. Section 10.61 “Residential”

Pursuant to SB 674, the definition of *residential* was amended for the purposes of Public Resources Code section 21159.24 to include residential units only or residential units and primarily neighborhood-serving goods, services, or retail uses not exceeding 25 percent of the total building square footage of a project. (See Public Resources Code section 21159.24.)

E. Section 10.77 “Tribal Cultural Resources”

The definition of *tribal cultural resources* was added pursuant to AB 52. (See Public Resources Code section 21074.)

Other Changes.

Department of Fish and Wildlife. Effective January 1, 2015, the Department of Fish and Wildlife has increased its fees. For a Negative Declaration or a Mitigated Negative Declaration, the new filing fee is \$2,210.00. For an Environmental Impact Report, the new filing fee is \$3,069.75. For an environmental document pursuant to a Certified Regulatory Program, the new filing fee is \$1,043.75.

Conclusion.

As always, CEQA remains complicated and, at times, challenging to apply. The only constant in this area of law is how quickly the rules change. Should you have questions about any of the provisions discussed above, or about the environmental review of any of your City’s projects, please contact a BB&K attorney for assistance.

BEST BEST & KRIEGER LLP

RESOLUTION NO. 2015-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, AMENDING AND ADOPTING LOCAL GUIDELINES FOR IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000 ET SEQ.)

WHEREAS, the California Legislature has amended the California Environmental Quality Act ("CEQA") (Pub. Resources Code §§ 21000 *et seq.*), the State CEQA Guidelines (Cal. Code Regs. tit. 14, §§ 15000 *et seq.*), and the California courts have interpreted specific provisions of CEQA; and

WHEREAS, Section 21082 of CEQA requires all public agencies to adopt objectives, criteria and procedures for the evaluation of public and private projects undertaken or approved by such public agencies, and the preparation, if required, of environmental impact reports and negative declarations in connection with that evaluation; and

WHEREAS, the City of Indian Wells ("City") must revise its local guidelines for implementing CEQA to make them consistent with the current provisions and interpretations of CEQA and the State CEQA Guidelines.

NOW, THEREFORE, the City Council of the City of Indian Wells does hereby **FIND, RESOLVE AND ORDER** as follows:

SECTION 1. The City hereby **ADOPTS** the "Local Guidelines for Implementing the California Environmental Quality Act (2015 Revision)," a copy of which is on file at the offices of the Community Development Department and is available for inspection by the public.

SECTION 2. All prior actions of the City enacting earlier guidelines are hereby repealed.

SECTION 3. This Resolution shall take effect upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on this 16th day of July, 2015.

**TY PEABODY
MAYOR**

CERTIFICATION FOR RESOLUTION NO. 2015-____

I, Anna Grandys, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Indian Wells on the 16th day of July, 2015, by the following vote:

AYES:
NOES:

ATTEST:

APPROVED AS TO FORM:

**WADE G. MCKINNEY
CITY MANAGER/CITY CLERK**

**STEPHEN P. DEITSCH
CITY ATTORNEY**



Legislation Text

File #: 1179-15, Version: 1

Indian Wells City Council

Staff Report - Public Works

July 16, 2015

Highway 111 Parkway Landscape Modifications

RECOMMENDED ACTIONS:

Council AWARDS contract to Vintage Associates in the amount of \$12,005 for Highway 111 Parkway Landscape Modifications, Phase 1 Removal of the existing landscaping along Highway 111 west of the Mountain View Villas Phase 2 site; and

AWARDS contract to Associates Landscape Company in the amount of \$14,612 for Highway 111 Parkway Landscape Modifications Phase 2 Installation of Irrigation and plant material along Highway 111 west of the Mountain View Villas Phase 2 site; and

AUTHORIZES and DIRECTS the City Manager to execute the contracts for same.

DISCUSSION:

The improvement of the aesthetics along the Highway 111 corridor is a stated goal of the City Council. The next phase of improvements is the parkway landscaping on the north side of Highway 111, west of the residential community of Mountain View Villas Phase 2. Currently, dead shrubs and unkempt trees screen the parkway. The current landscaping will be replaced with a double row of Tacoma Stand trees and drip irrigation.

The most cost effective process was to construct the project in two phases. Phase 1 is the removal, clearing, grubbing and earthwork portion. Phase 2 is the installation of irrigation and the Tocoma Stand trees. Staff requested proposals from local landscape companies with the following results:

Phase 1 - Removal

Vintage Associates	\$12,005
Associates Landscape Company	\$18,000
TruGreen Landcare	Non-responsive

Phase 2 - Irrigation and Landscape Installation

Associates Landscape Company	\$14,612
Kirkpatrick Landscaping Services, Inc.	\$44,374
Vintage Landscape Company	\$53,600
Marina Company	Non-responsive
TruGreen Landcare	Non-responsive

Phase 1 and Phase 2 Project Total: \$26,617

Recognizing the significant cost difference between Associates Landscape and Kirkpatrick Landscape for the irrigation and landscape installation proposals, Staff contacted Associates Landscape. Their representative confirmed their understanding of the scope of work and their cost to complete the project.

FISCAL IMPACT:

This project is funded through the City Parkways General Fund. Funds are available in the Fiscal Year 2015/16 - 2016/17 operating budget.

ATTACHMENTS:

1. Vintage Associates Contract
2. Associates Landscape Contract



**CITY OF INDIAN WELLS
SHORT-FORM SERVICES AGREEMENT
(\$25,000 OR LESS)**

1. **PARTIES AND DATE.** This Agreement is made and entered into this **16th** day of **July, 2015**, (“Effective Date”) by and between the **City of Indian Wells**, a Municipal Corporation and Charter City organized under the Constitution and laws of the State of California with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210-7497 (“City”) and **Vintage Associates, Inc.**, a **California Corporation** with its principal place of business at **78-755 Darby Road, Bermuda Dunes, CA 92201** (“Vendor”). City and Vendor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.
2. **TERMS AND CONDITIONS.** The Parties shall comply with the terms and conditions in the attached Exhibit “A”.
3. **SCOPE AND SCHEDULE OF SERVICES.** Vendor shall provide to City **clearing, grubbing, and earthwork** services described in accordance with the schedule set forth in Exhibit “B”.
4. **TERM.** The term of this Agreement shall be from **July 2015** to **August 2015**, unless earlier terminated as set forth in the attached Terms and Conditions. This Agreement may not extend beyond a period of five (5) years, unless under the City’s Fiscal Policies and Procedures this Agreement is exempt from the five (5) year limitation.
5. **COMPENSATION.** Vendor shall receive compensation for services rendered under this Agreement at the rates and schedule set forth in the attached Exhibit “C” but in no event shall Vendor’s compensation exceed **Twelve Thousand Five and 00/100 Dollars (\$12,005)** per fiscal year (July 1 to June 30) without written amendment.
6. **INSURANCE.** In accordance with Section 4 of Exhibit “A”, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies to the City. **Vendor shall obtain policy endorsements on Commercial General Liability Insurance that name Additional Insureds as follows: The City of Indian Wells and its Officials, Officers, Employees, Agents and Volunteers are additional insured.**

Commercial General Liability Insurance:

- \$1,000,000 per occurrence/\$2,000,000 aggregate **OR**
- \$2,000,000 per occurrence/\$4,000,000 aggregate.

Automobile Liability:

- \$1,000,000 combined single limit for bodily injury and property damage.

Workers’ Compensation:

- Statutory Limits / Employer’s Liability \$1,000,000 per accident or disease and a waiver of subrogation in favor of the City.

Professional Liability (Errors and Omissions):

- Errors and Omissions liability insurance with a limit of not less than \$1,000,000 per claim.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF INDIAN WELLS

VINTAGE ASSOCIATES, INC.

By: _____
KEN SEUMALO, P.E.
PUBLIC WORKS DIRECTOR

By: _____
GREGORY A. GRITTERS
PRESIDENT

By: _____
DUANE YOUNG
SECRETARY

Required for over \$5,000:

By: _____
WADE G. MCKINNEY
CITY MANAGER

EXHIBIT "A"
TERMS AND CONDITIONS

1. Compensation. Vendor shall be paid on a time and materials or lump sum basis, as may be set forth in Exhibit "C", within 30 days of completion of the Work and approval by the City.

2. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. Vendor shall assist the City, as requested, in obtaining and maintaining all permits required of Vendor by Federal, State and local regulatory agencies. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work.

3. Standard of Care. The Vendor shall perform the Work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

4. Insurance. The Vendor shall take out and maintain, during the performance of all work under this Agreement: A. Commercial General Liability Insurance in the amounts specified in Section 6 of the Agreement for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001), and if no amount is selected in Section 6 of the Agreement, the amounts shall be \$1,000,000 per occurrence/\$2,000,000 aggregate; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per accident or disease. Vendor shall also submit to the City a waiver of subrogation endorsement in favor of the City; and D. Professional Liability (Errors and Omissions) coverage, if checked in section 6 of the Agreement, with a limit not less than \$1,000,000 per claim and which shall be endorsed to include contractual liability. Insurance carriers shall be authorized by the Department of Insurance, State of California, to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A"; "Class VII" according to the latest Best Key Rating unless otherwise approved by the City.

5. Indemnification. The Vendor shall indemnify and hold harmless the City, its Council, members of the Council, agents and employees of the City, against any and all claims, liabilities, expenses or damages, including responsible attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or any claim of the Vendor or subcontractor for

wages or benefits which arise in connection with the performance of this Agreement, except to the extent caused or resulting from the negligence or misconduct of the City, its Council, members of the Council, agents and employees of the City. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to the City and the City's attorneys' fees incurred in such an action.

6. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

7. Termination. The City may terminate or abandon any portion or all of the Work by giving 10 calendar days written notice to Vendor. In such event, the City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the Work. The City shall pay Vendor the reasonable value of any portion of the Work completed prior to termination. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Work, and shall not be entitled to damages or compensation for termination of work. Vendor may terminate its obligation to provide further Work under this Agreement upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

8. Agreement Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than the City and the Vendor. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the Agreement. Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Vendor is retained as an independent contractor and is not an employee of the City. No employee or agent of Vendor shall become an employee of the City. The individuals signing this Agreement represent that they have the authority to sign on behalf of the Parties and bind the Parties to this Agreement. This is an integrated Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto.

EXHIBIT “B”
SCOPE AND SCHEDULE OF SERVICES

Vendor shall provide clearing, grubbing and earthwork services within the city parkway on the north side of Highway 111 west of the residential community of Mountain View Villas Phase II.

Vendor shall perform and complete services within 7 calendar days from the date of the Notice to Proceed issued by the City.

Request for Proposals dated May 20, 2015, Highway 111 Parkway Landscape Modifications (Phase 1 – Clearing/Grubbing/Earthwork) is incorporated into this Contract herein.

EXHIBIT "C"
COMPENSATION FOR SERVICES

Work for Services to be billed on a time and materials basis unless otherwise set forth below.

All work shall be billed based on the following Rate Schedule:

Total compensation shall not exceed Twelve Thousand Five and 00/100 Dollars (\$12,005) without written approval of City.



**CITY OF INDIAN WELLS
SHORT-FORM CONSTRUCTION CONTRACT**

**HIGHWAY 111 PARKWAY LANDSCAPE MODIFICATIONS
(PHASE 2 – IRRIGATION AND LANDSCAPE INSTALLATION)**

This Contract is made and entered into this 16th day of **July, 2015** by and between the City of Indian Wells, a municipal organization organized under the laws of the State of California with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California (“City”) and **Associates Landscape Company, a Sole Proprietorship** with its principal place of business at **49-999 Avenida Del Parque, Coachella CA 92236** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

RECITALS

A. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing **landscape irrigation installation and landscape planting services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

C. City desires to engage Contractor to render such services for the **Highway 111 Parkway Landscape Modifications (Phase 2 – Irrigation and Landscape Installation)** (“Project”) as set forth in this Contract.

The City and the Contractor for the considerations stated herein agree as follows:

CONTRACT

1. Parties.

1.1 City’s Representative. The City hereby designates **Public Works Director**, or his or her designee, to act as its representative for the performance of this Contract (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

1.2 Contractor’s Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City (“Contractor’s Representative”). Following approval by the City, the Contractor’s Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor’s Representative shall

supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

2. Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Request for Proposals, dated June 11, 2015.**

3. Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

4. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

5. Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **Twenty One (21) calendar days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **Two Hundred Fifty and 00/100 Dollars (\$250.00) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

6. Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall

perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

7. Substitutions / "Or Equal".

7.1 Pursuant to Public Contract Code Section 3400(c) the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

7.2 Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. If the City has specified particular deadlines prior to the thirty-five day period after contract award, such deadlines, if any, shall be set forth in the Special Conditions attached hereto. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor.

7.3 The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

7.4 The Contractor shall bear all of the City's costs associated with the review of substitution requests. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

8. Stormwater Pollution Prevention Plan. If applicable, the Contractor shall file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan

(SWPPP) prior to initiating work. The Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. It shall be the responsibility of the Contractor to evaluate and include in the Total Contract Price, the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revisions to the SWPPP. The Contractor shall also include in the Total Contract Price the cost of monitoring as required by the Permit.

9. Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

10. City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

11. Compensation and Payment.

11.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Fourteen Thousand Six Hundred Eleven and 96/100 Dollars (\$14,611.96)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

11.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

11.3 Contract Retentions. From each approved progress payment, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

11.4 Other Withholdings. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

11.5 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

12. Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

13. Termination.

13.1 If Contractor fails to commence work as provided in this Contract, or fails to make delivery of materials promptly as ordered, or to maintain the rate of delivery or progress of the work in such manner as in the opinion of City's authorized representative will ensure a full compliance with the Contract within the time limit, or if in the opinion of City's authorized representative, Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on Contractor and its Surety to provide, within a specified time to be fixed by City's authorized representative, for satisfactory compliance with the Contract. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Contract or be entitled to receive any of the benefits thereof, except as hereinafter provided, and City's authorized representative may, with

the approval of the City Council, perform any part of the work or purchase any or all of the material included in the Contract or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the work covered by the Contract or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by City or by other parties for it, in the completion of the work.

13.2 City has the right to terminate or abandon any portion or all of the work under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Contractor of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work. A termination without cause by City shall not act as or be deemed a waiver of any potential known or unknown City claims associated with Contractor's performance prior to the date of termination.

13.3 Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Contract through no fault of Contractor.

14. Completion of Work. When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

15. Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

16. Loss and Damage. Except as may otherwise be limited by law, the Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City.

17. Indemnification.

17.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its respective officials, officers, agents, employees, and representatives ("Indemnitees") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages (including without limitation the payment of all consequential damages and

attorneys fees and other related costs and expenses) or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to tangible property or persons (including wrongful death, accidents or injuries arising from the alleged failure to inspect or to maintain traffic controllers or traffic signals, injuries or damages occurring during the transport of products or in rendering services under the Contract Documents, such as automobile accidents, trip/slip and fall accidents and third party assaults) arising out of or resulting from the performance of the Work or this Contract (including claims made by subcontractors for nonpayment), to the extent that the acts, omissions or willful misconduct are attributable to the Contractor or anyone employed directly or indirectly by any of them. Contractor shall defend, at Contractor's own cost, expense and risk, with legal counsel of Indemnitee's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its respective officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City and its respective officials, officers, agents, employees, and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City and its respective officials, officers, agents, employees, and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782, related to claims arising out of the City's active negligence or willful misconduct.

17.2 The duty to defend and to hold harmless, as set forth above, shall include the duty to defend as established by Section 2778 of the California Civil Code, and the duty to defend shall arise upon the making of any claim or demand against the City, its respective officials, officers, agents, employees and representatives, notwithstanding that no adjudication of the underlying facts has occurred, and whether or not Contractor has been named in the claim or lawsuit.

17.3 Nothing contained in the preceding sections shall be deemed to obligate the Contractor to indemnify the City or any of the other Indemnitees, against liability for damages or any other loss, damage or expense sustained, suffered or incurred on account of death or bodily injury to active persons or injury to property caused by the active negligence or willful misconduct of the City or any of the other Indemnitees set forth above. Therefore, if it is determined by legal proceedings or agreement, that the Contractor has no direct contributory or incidental negligence or other obligation to the City or the other Indemnitees, and the Contractor is in no way a proper party to a particular claim, then the Contractor shall not be obligated to hold the City or any Indemnitees harmless with respect to said claim. However, until such determination is made by legal proceedings or agreement, or if the Contractor is found to have any degree of direct or contributory negligence or if it is determined that the Contractor is in any way or to any degree a proper party to said claim, then the Contractor's obligations under all of the terms and provisions of the preceding section shall remain in full force and effect.

17.4 Nothing in this provision, or elsewhere in the Contract Documents, shall be deemed to relieve the Contractor of its duty to defend the City or any Indemnitee, as specified under this Article, pending a determination of the respective liabilities of the City or any Indemnitee, by legal proceeding or agreement.

17.5 In furtherance to, but not in limitation of the indemnity provisions in this Contract, Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

18. Insurance.

18.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

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

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

(b) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

(d) All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

18.4 INTENTIONALLY OMITTED

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

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

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

18.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

18.9 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

18.10 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

19. Bond Requirements.

19.1 Payment Bond. If required by law because the Total Contract Price exceeds \$25,000 or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or

approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

19.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

19.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If the Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

19.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

20. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life-saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

21. Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to

an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

22. Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

22.1 Immigration Reform and Control Act. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

23. Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

24. Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

25. Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

26. Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

27. Labor Code Provisions.

27.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code.

27.2 Apprenticeable Crafts. If the Total Contract Price exceeds \$35,000 and if Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of

properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

27.3 Hours of Work. If the Total Contract Price exceeds \$25,000, Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

27.4 Payroll Records. If the Total Contract Price exceeds \$25,000, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Contractor.

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

27.6 Labor Compliance. If the Total Contract Price exceeds \$25,000, Contractor acknowledges that it is aware that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

27.7 Contractor and Subcontractor Registration. If the Total Contract Price exceeds \$25,000 and if bids are due on or after March 1, 2015 or this Contract is awarded on or after April 1, 2015, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

28. Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

29. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to,

all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the Parties.

31. Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

32. Claims. Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The City is entitled to recover its reasonable costs incurred in providing such notification.

33. Prohibited Interests.

33.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

33.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

34. Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

35. General Provisions.

35.1 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

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

Contractor
Associates Landscape Company
49-999 Avenida Del Parque
Coachella, CA 92236
Attn: **Fernando Rojas**

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

35.2 Time of Essence. Time is of the essence in the performance of this Contract.

35.3 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

35.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

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

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

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

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

35.10 Governing Law. This Contract shall be governed by California law. Venue shall be in Riverside County.

35.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

35.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

35.13 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

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

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF INDIAN WELLS

ASSOCIATES LANDSCAPE COMPANY

By: _____
Wade G. McKinney
City Manager

By: _____
Fernando Rojas
Owner

Attest:

Anna Grandys
Chief Deputy City Clerk

Approved as to Form:

Stephen P. Deitsch
City Attorney

Recommended for Approval:

Ken Seumalo, P.E.
Public Works Director

EXHIBIT "A"

PLANS AND SPECIFICATIONS

The following plans and specifications are incorporated into this Contract herein by this reference:

Request for Proposals dated June 11, 2015.

EXHIBIT "B"
SPECIAL CONDITIONS

Not Applicable

EXHIBIT "C"
PAYMENT BOND

Not Applicable



Legislation Text

File #: 1193-15, Version: 1

Indian Wells City Council

Staff Report - Public Works

July 16, 2015

Water Feature Maintenance Services

RECOMMENDED ACTIONS:

Council AWARDS water feature maintenance services contract to Shark Pools, Inc. in the annual amount of \$35,280 for Fiscal Years 2015-16 through 2019-20; and

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

APPROVES requisition in the amount of \$32,400 for Fiscal Year 2015-16 for service period of August 1, 2015 through June 30, 2016.

DISCUSSION:

The City operates five separate water features, three located at City Hall (Walk of Honor, City Hall Entrance, and the "Arrowhead" feature adjacent to Highway 111), and two located on the north side of the Highway 111 on either side of Indian Wells Lane. This contract is to maintain the function and health of the City's water features.

The Request for Proposals (RFP) for water feature maintenance services increased the frequency of service for the Walk of Honor and the two Indian Wells Lane fountains from once a week to twice a week to address water quality issues. The City requested proposals from local companies and two proposals were submitted as outlined below:

Contractor	Proposal Amount
1. Shark Pools	\$35,280
2. Ocean Springs Tech., Inc.	\$64,467.60
3. Vacation Pools, Inc.	Received after deadline
4. Southwest Aquatics	Non-responsive

FISCAL IMPACT:

The Citywide water feature maintenance requisition amount of \$35,280 is available in the Fiscal Year 2015/16 - 2016/17 operating budget.

ATTACHMENTS:

1. Maintenance Agreement
2. Requisition



**CITY OF INDIAN WELLS
MAINTENANCE SERVICES AGREEMENT FOR
CITYWIDE WATER FEATURE MAINTENANCE**

1. PARTIES AND DATE.

This Agreement is made and entered into this **16th** day of **July, 2015** by and between the **City of Indian Wells**, a municipal corporation organized under the laws of the State of California (“City”) and **Shark Pools, Inc.**, an **S Corporation** with its principal place of business at **43-850 Monroe Street, Indio CA 92201** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **water feature maintenance** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Citywide Water Feature Maintenance** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **water feature** maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and

performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **August 1, 2015 to July 30, 2020**, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

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

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

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

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

3.2.5 Contractor's Representative. Contractor hereby designates **Jesus Lugo** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The

Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable

for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2);

or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against

any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: 1,000,000 per accident for

bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of 1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Indian Wells, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Indian Wells, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

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

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

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

3.2.13 Bonds.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty-five Thousand Two Hundred Eighty and 00/100 Dollars (\$35,280)** without written approval of City's Representative. Extra Work may be authorized, as described

below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Registration. Effective March 1, 2015, since the Services are being performed as part of an applicable "public works" or "maintenance" project and the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractor. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

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

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

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

3.5 General Provisions.

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

Contractor:

Shark Pools, Inc.
43-850 Monroe Street
Indio, CA 92201
Attn: Jesus Lugo

City:

City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210
Attn: Public Works Department

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any

alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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

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

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

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

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.5.15 [RESERVED]

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

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

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

3.5.19 ~~Federal Provisions.~~

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF INDIAN WELLS
AND SHARK POOLS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 16th day of **July, 2015**.

CITY OF INDIAN WELLS

SHARK POOLS, INC.

By: _____
Wade G. McKinney
City Manager

By: _____
Jesus Lugo
Owner

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”

SCOPE OF SERVICES

The Contractor shall perform maintenance as described herein on the following water features:

WATER FEATURE	PERFORMED WEEKLY	FILTER CLEANING
Walk of Honor	Task 1 (twice/week)	As Required, Minimum Once per Quarter
City Hall Entrance	Task 1 (once/week)	As Required, Minimum Once per Quarter
Arrowhead (City Hall Flagpole)	Task 1 (once/week)	As Required, Minimum Once per Quarter
Hwy 111/Indian Wells Lane (2 Total)	Task 1 (twice/week)	Task 2

Task Descriptions:

Task 1

- a. Maintain water feature in a clean and healthy condition.
- b. Vacuum as needed.
- c. Brush walls and bottom to prevent stains from water line.
- d. Check skimmers for proper action; remove any foreign matter.
- e. Check equipment for proper operation.
- f. Test and correct conditions of water.
- g. Include all chemicals required to maintain correct condition of water.

Task 2

Back wash existing Pentair Triton II sand filter commercial tank unit as required per manufacturer’s recommendations.

- ❖ Additional services on an as needed basis and as requested in writing by the City.

EXHIBIT “B”

SCHEDULE OF SERVICES

The term of this Agreement shall be from **August 1, 2015 to July 30, 2020**, and shall remain in full force until terminated as provided herein.

EXHIBIT “C”
COMPENSATION

The total compensation shall not exceed Thirty-five Thousand Two Hundred Eighty and 00/100 Dollars (\$35,280) based on the following fee schedule:

WATER FEATURE	MONTHLY COMPENSATION
Walk of Honor	\$ 720
City Hall Entrance	\$ 360
Arrowhead (City Hall Flagpole)	\$ 360
Hwy 111/IW Lane (2 Total)	\$1,440

- ❖ Hourly rate for repairs \$95
- ❖ Quarterly Filter Cleaning per Water Feature \$90 (excluding Hwy 111/IW Lane)



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

SERVICES REQUISITION

DATE	DEPARTMENT
7/6/2015	Public Works

Terms: **Net 30 Days**

VENDOR PHONE: 760-347-2079
VENDOR FAX: 760-347-2457
VENDOR EMAIL: shark_poolsnspas@yahoo
DEPT. CONTACT: Ken Seumalo

VENDOR: Shark Pools, Inc.
43-850 Monroe St.
Indio, CA 92201
VENDOR #: 07011

DESCRIPTION	PRICE
FY 15-16 Citywide Water Feature Maintenance Services	
Walk of Honor \$720/mo.	8,640.00
City Hall Entrance \$360/mo.	4,320.00
Arrowhead (City Hall Flagpole) \$360/mo.	4,320.00
Hwy 111/IW Lane (2 total) \$1,440/mo.	17,280.00
Quarterly Filter Cleaning	720.00
	-
TOTAL	\$ 35,280.00

ACCOUNT NUMBER	BUDGET AVAILABLE
101.84.20.05440.000	18,000.00
275.84.08.05440.000	17,280.00
	-
TOTAL	\$ 35,280.00

PREPARED BY: Mirian DATE: 7/6/2015

REQUISITION CHECKLIST:

<input type="checkbox"/> Minor Services (\$1 to \$5,000)	Procurement Method - Select One: <input type="checkbox"/> Department Head Authorized <input type="checkbox"/> 3 Vendor Price Quotes/Bids, if applicable <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached, if applicable <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
	The Finance Department reserves the right to request vendor price quotes/bids for purchases between \$1 to \$5,000.	

<input type="checkbox"/> Intermediate Services (\$5,001 to \$25,000)	Procurement Method - Select One: <input checked="" type="checkbox"/> 3 Vendor Price Quotes/Bids <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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<input checked="" type="checkbox"/> Major Services (\$25,001 or more)	Procurement Method - Select One: <input type="checkbox"/> Formal Bidding <input type="checkbox"/> Negotiation <input type="checkbox"/> Continuation of Agreement <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required - Select All <input type="checkbox"/> Council Approval Date & Item # _____ <input type="checkbox"/> Copy of Agenda item attached <input type="checkbox"/> Copy of Staff Report attached Required for NEW Agreements - Select All <input type="checkbox"/> Professional/Maint Service Agreement attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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INSURANCE APPROVAL: _____ DATE: _____
Risk Manager

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
Date: <u>07/07/2015</u>	Date: _____	80 Date: _____
Department Head or Designee	Finance Director or Designee	City Manager or Designee



Legislation Text

File #: 1176-15, Version: 1

Indian Wells City Council Staff Report - City Manager's Office

July 16, 2015

Personnel Policies and Procedures

RECOMMENDED ACTIONS:

Council **ADOPTS** changes to Personnel Policies and Procedures and Rules and Regulations.

DISCUSSION:

Background

The currently adopted City of Indian Wells Personnel Manual ("Manual") contains two primary sections: Personnel Policies and Procedures; and Personnel Rules and Regulations. The Manual has not been updated in a number of years and contains various sections that require necessary modifications in order to align with current labor laws and language existing in the current Memorandum of Understanding ("MOU") with the Indian Wells City Employee Association ("Association"). In addition, there is clean-up language to clarify personnel policies as well as provide better alignment with Human Resource management best practices.

In October of 2014, City Council provided Staff direction to meet and confer with the Indian Wells City Employee Association ("Association") on modifications to existing personnel rules. Staff has met and conferred with the Association since March of 2015 on both Manual language updates and for a renewed MOU. The Association has substantially approved of the changes to the Manual, which now requires formal Council adoption to make final.

Summary of Manual Changes:

Changes to language in the Manual can be generally broken down into two categories: changes to comply with current labor laws and/or Human Resource best practices; and, changes to better align personnel rules with current City practices. Following is a summary breakdown of the sections changed:

Legal Language and/or Best Practice Changes

- Sick leave definition and eligibility;

- Maternity leave definition and eligibility;
- Extended medical leave definition and eligibility;
- Mileage reimbursement rate;
- Workplace harassment definition and prevention procedures;
- Confidential employee definition to align with Meyers-Milias-Brown Act;
- Definition of policy for termination due to unauthorized leave of absence;

Current Practice Updates

- Standby pay clarification and definition;
- Definition of the Merit Based Pay performance evaluation system;
- Definition of progressive disciplinary processes;
- Codification of annual performance evaluation timeframes;
- Modification to standard safety procedures;
- Definition of employee positions to include an internship program;
- Definition of immediate family for bereavement and sick leave purposes;
- Annual salary range increases based on Consumer Price Index ("CPI");
- Definition of promotional probation period;
- City motor vehicle accident protocol;
- Department head severance;

FISCAL IMPACT:

There is no direct fiscal impact to the modification in language to the Manual as presented. However, upon Council adoption three areas result in fiscal impact:

1. The Merit Base Pay system establishes a process whereby employees who perform at or beyond organizational expectations are eligible for base pay increases, to be determined through MOU negotiations periodically;
2. Automatic salary range increases based on Riverside County CPI annual increases; and
3. Establishment of a Department Head severance policy for employment termination without cause.

The value of these impacts is unknown, but provides Council with an indication of how these modifications could have an impact on future City finances.



Legislation Text

File #: 1173-15, Version: 1

*Indian Wells City Council
Staff Report - City Clerk*

July 16, 2015

Contract for Temporary Services

RECOMMENDED ACTIONS:

Council APPROVES contract with Proper Solutions, Inc. for temporary services in an amount not to exceed \$43,500 in any fiscal year through Fiscal Year 2019-20; and

APPROVES requisition in the amount of \$43,500 to Proper Solutions, Inc. for Fiscal Year 2015-16 temporary services.

DISCUSSION:

The City uses a temporary clerical service to provide coverage for the receptionist position, and for a flex contract person to assist with scanning records and processing business licenses. For Fiscal Year 2015-16, the City will need temporary receptionist coverage for six (6) months for two medical leaves, the Receptionist and the Public Works Administrative Assistant.

Staff has budgeted \$43,500 for the temporary receptionist and the flex contract person for FY 2015-16 and \$20,000 for the flex contract person in FY 2016-17.

FISCAL IMPACT:

The cost for the temporary receptionist and the flex contract person is budgeted in Fiscal Year 2015-16 as follows:

City Manager	9,600	Receptionist medical leave
City Clerk	13,900	½ Flex & 1 month of Receptionist time
Community Development	10,000	½ Flex
Public Works	10,000	PW Admin medical leave
Total	\$43,500	

ATTACHMENTS:

1. Proper Solutions Agreement
2. Requisition

**CITY OF INDIAN WELLS
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **1st** day of **July, 2015**, by and between the **City of Indian Wells**, a municipal organization organized under the laws of the State of California with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210-7497 (“City”) and **Proper Solutions, Inc.**, a California Corporation with its principal place of business at **74-900 Highway 111, Suite 114, Indian Wells, CA 92210** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render **temporary administrative and accounting professional services** as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **July 1, 2015** to **June 30, 2020**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence/\$4,000,000 in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident/\$1,000,000 in the aggregate, for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 [Intentionally Omitted]

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees,

agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

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

and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Forty-Three Thousand Five Hundred Dollars (\$43,500)** within any fiscal year without written approval of City's **City Clerk**. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 [Intentionally Omitted]

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Proper Solutions, Inc.
74-900 Highway 111, Suite 114
Indian Wells, California 92210
Attn: Meegan Sullivan, Owner

City:

City of Indian Wells
44-950 Eldorado Drive,
Indian Wells, California 92210-7497
Attn: **Anna Grandys, City Clerk**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

3.5.5 [INTENTIONALLY OMITTED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Subcontracting.

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

CITY OF INDIAN WELLS

PROPER SOLUTIONS, INC.

Wade G. McKinney
City Manager

Meegan Sullivan
President

Attest:

Anna Grandys
City Clerk

Approved as to Form:

Best Best & Krieger LLP
Stephen P. Deitsch
City Attorney

Department Head

EXHIBIT "A"

SCOPE OF SERVICES

On as needed basis, provide professional temporary administrative and accounting professional services.

EXHIBIT "B"

SCHEDULE OF SERVICES

On as needed basis, provide professional temporary administrative and accounting professional services.

EXHIBIT “C”

COMPENSATION

The City of Indian Wells Rate Schedule

Effective July 1, 2015 – June 30, 2016

Hourly Bill Rate Charged to the City of Indian Wells	
<p>Receptionist/Switchboard = \$19.80/hour</p> <p>Office Assistant = \$19.80/hour</p> <p>As any new position is received, the City of Indian Wells will discuss with Proper Solutions the maximum hourly budgeted rate for the position. Proper Solutions will then identify a candidate not to exceed the maximum rate.</p>	
Temporary-to-Hire Policy:	
<p>Assigned Employees must work the minimum required hours listed as a Proper Solutions Employee before the City of Indian Wells could hire that employee with no additional fees incurred. Should the City of Indian Wells wish to hire an employee before the minimum hours are met, the fee would be 10% of the employee's annual salary, prorated for the amount of hours the employee has worked as a temporary employee.</p>	<p>Minimum Required Hours to be worked as a Proper Solutions Employee:</p> <p>520 Hours</p>
Direct Hire Policy	
<p>The Direct Hire Fee is equivalent to 10% of the selected candidate's annual salary.</p>	



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

REQUISITION

DATE	DEPARTMENT
7/2/2015	CM

Terms: **Net 30 Days**

VENDOR: Proper Solutions, Inc.

VENDOR PHONE:

VENDOR FAX:

DEPT. CONTACT: Anna Grandys

VENDOR #:

DESCRIPTION	PRICE
FY 2015-16 Temporary Clerical Services - Receptionist and Flex Contract Person	43,500.00
TOTAL	43,500.00

ACCOUNT NUMBER		BUDGET AVAILABLE
101-21-01-05330	9,600.00	9,600 -
101-27-01-05310	13,900.00	21,100 -
101-43-01-05330	10,000.00	53,000 -
101.81.01.05330	10,000.00	10,000 -
TOTAL	43,500.00	71,615.00

PREPARED BY: Anna Grandys

DATE: 7/2/2015

REQUISITION CHECKLIST:

Minor Purchases (\$5,000 or less) Attach Agreement (services only) Attach Insurance Certificate(s)(services only)

Intermediate Purchases (\$5,001 to \$25,000)

Procurement Method - Select One: **Required Backup - Select All**

Price quotes from 3 vendors (attached) Attach Agreement (services only)

Written Justification (attached) Attach Insurance Certificate(s) (services only)

Major Purchases (\$25,001 or more)

Procurement Method - Select One: **Required Backup - Select All**

Formal Bidding Council Approval Date & Item #

Negotiation Attach Agenda Copy & Staff Report

Attach PSA (services only)

Attach Insurance Certificate(s) (services only)

Minor Construction (\$25,001 to \$100,000)

Procurement Method - Select One: **Required Backup - Select All**

Informal Bidding Council Approval Date & Item #

Negotiation Attach Agenda Copy & Staff Report

Attach Construction Contract

Attach Insurance Certificate(s) (services only)

Major Construction (\$100,001 or more)

Procurement Method - Select One: **Required Backup - Select All**

Formal Bidding Council Approval Date & Item #

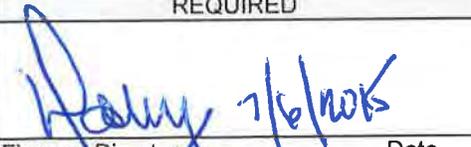
Request for Proposal (RFP) Attach Agenda Copy & Staff Report

Negotiation Attach Construction Contract

Attach Insurance Certificate(s) (services only)

INSURANCE APPROVAL: _____
 Risk Manager

DATE: _____

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
 7/2/15	 7/6/2015	100
Department Head or Designee Date	Finance Director Date	City Manager Date



Legislation Text

File #: 1177-15, Version: 1

Indian Wells City Council
Staff Report - Various

July 16, 2015

Requisitions and Fiscal Year 2014-15 Change Orders

RECOMMENDED ACTIONS:

Council APPROVES requisition in the amount of \$44,174 to Cleanstreet, Inc. for Fiscal Year 2015-16 Citywide street sweeping; and

APPROVES requisition in the amount of \$40,000 to Graphtek Interactive for Fiscal Year 2015-16 graphic design services; and

APPROVES requisition in the amount of \$35,000 to The Printing Place for Fiscal Year 2015-16 printing services; and

APPROVES requisition in the amount of \$30,000 to High-Tech Mailing Services for Fiscal Year 2015-16 mailing services; and

APPROVES requisition in the amount of \$44,350 to Crail Communications for Fiscal Year 2015-16 copywriting services; and

APPROVES requisition in the amount of \$404,205 to City of Palm Desert for Indian Wells' proportional share of Cal Fire ladder truck 33 for Fiscal Year 2014-15; and

APPROVES change order in the amount of \$18,137.30 to Armstrong Growers and a supplemental appropriation to fund 272 for \$1,561 for Fiscal Year 2014-15 Spring Citywide flower planting; and

APPROVES change order in the amount of \$8,317.35 to Vintage Associates, Inc. for Fiscal Year 2014-15 supplemental landscape maintenance services; and

DISCUSSION:

Cleanstreet, Inc. \$44,174

The Council approved a contract with Cleanstreet, Inc. through December 31, 2019 for citywide street sweeping services. This requisition represents services for Fiscal Year 2015-16.

Graphtek Interactive \$40,000

Graphtek Interactive works with the City for all graphic services needs including designing the newsletter, advertising and email design, and other City design needs. The annual cost for newsletter graphic design is \$25,000 for 10 issues. The City received one other proposal that was not responsive.

The Printing Place \$45,000

The Printing Place prints the City newsletter and other printing needs of the City. The average print cost of the newsletter is \$1,695 per month. The City received one other proposal that was not responsive.

High Tech Mailing Services \$35,000

High Tech Mailing Services processes and mails the City newsletter and all other City mailings. The newsletter mailing services average cost is \$1,999 per newsletter. The City received two bids, and found High Tech mailing services to be most qualified.

Crail Communications \$44,350

Crail Communications provides copywriting services for the City newsletter, press releases, and other writing needs. The City received four bids for copywriting services, and Crail Communications was the best qualified with a well-versed knowledge of tourism, as well as Indian Wells.

City of Palm Desert \$404,205

Annually, the City pays for a portion of the Cove Communities (Indian Wells, Rancho Mirage, & Palm Desert) shared ladder truck services. The ladder truck is housed at Station 33 in Palm Desert, but serves each of the cities through a collaborative cost sharing formula. The formula requires each partner city to pay one-sixth (16.7%) of the direct cost of operation, and pay their remaining share proportionally based on calls for service. This means half of the ladder truck is paid for directly, while the other half is paid on a calls for service basis.

City of Palm Desert pays Riverside County/CalFire directly annually for the total cost of the ladder truck, and then invoices Indian Wells and Rancho Mirage for their proportional shares. Indian Wells' share for the ladder truck for FY14/15 equals \$404,205.

Armstrong Growers \$18,137.30

The City is known for its magnificent landscaping, particularly the variety of colors provided by the seasonal flowers. To maintain this variety in color palates from season to season, flowers are

purchased in the spring and fall of each year. This change order represents flowers purchased for the spring planting for Fiscal Year 2014-15 including a supplemental appropriation into Fund 272, the Rancho Palmaras Property Owner's Association LLMD.

Vintage Associates, Inc. \$8,317.35

The City contracts with Vintage Associates for citywide landscaping services. Their contract includes supplemental landscape maintenance services. Supplemental landscape maintenance for Fiscal Year 2014-15 included removal of trees, damaged plant replacement due to vehicle accidents, mulch installation on Highway 111 medians and payment of supplemental maintenance in the Whitewater River Channel.

FISCAL IMPACT:

The current fiscal year requisitions total \$208,524 which is budgeted in General Fund (101). The Fiscal Year 2014-15 requisitions and change orders total \$430,659.65 and funds are available within the following funds:

Fund Description	Amount
General (101)	\$21,409.18
Fire Protection Services (228)	404,205.00
Montecito/Stardust LLMD (272)	1,560.91
Hwy 111/IWGR Entrance LLMD (275)	2,473.27
Mountain Gate LLMD (280)	142.90
Mountain Gate Estates LLMD (281)	131.91
Villagio LLMD (282)	197.86
Club, South of Hwy 111 LLMD (284)	252.82
Montelena LLMD (285)	285.80

ATTACHMENTS:

1. Cleanstreet, Inc. Requisition
2. Graphtek Interactive Requisitions
3. The Printing Place Requisition
4. High Tech Mailing Requisition
5. Crail Communications Requisition
6. City of Palm Desert Requisition
7. Armstrong Growers Change Order
8. Vintage Associates Change Order



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

SERVICES REQUISITION

DATE	DEPARTMENT
7/7/2015	Marketing

Terms: **Net 30 Days**

VENDOR: **Graphtek Design Group**

VENDOR PHONE:

VENDOR FAX:

VENDOR EMAIL:

DEPT. CONTACT:

VENDOR #: **02906**

DESCRIPTION	PRICE
2015/16 Graphic Design Services	15,000.00
	-
	-
FY 2015-16	-
	-
	-
	-
	-
TOTAL	\$ 15,000.00

ACCOUNT NUMBER		BUDGET AVAILABLE
101.27.02.05310.000	15,000.00	35,000 7/1/15
	-	
	-	
TOTAL	\$ 15,000.00	

PREPARED BY: Micaela Wilkey

DATE: 7/7/2015

REQUISITION CHECKLIST:

<input type="checkbox"/>	Minor Services (\$1 to \$5,000)	Procurement Method - Select One:	Required for NEW Agreements - Select All
		<input type="checkbox"/> Department Head Authorized <input type="checkbox"/> 3 Vendor Price Quotes/Bids, if applicable <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____	<input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached, if applicable <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached

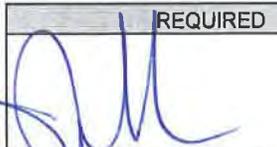
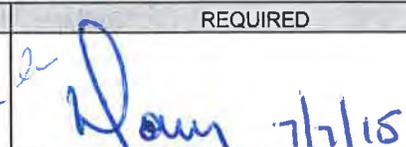
The Finance Department reserves the right to request vendor price quotes/bids for purchases between \$1 to \$5,000.

<input checked="" type="checkbox"/>	Intermediate Services (\$5,001 to \$25,000)	Procurement Method - Select One:	Required for NEW Agreements - Select All
		<input type="checkbox"/> 3 Vendor Price Quotes/Bids <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	<input checked="" type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input checked="" type="checkbox"/> 3 Vendor Price Quotes/Bids attached <input checked="" type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input checked="" type="checkbox"/> W-9 or City 1099 Information Request Form attached

<input type="checkbox"/>	Major Services (\$25,001 or more)	Procurement Method - Select One:	Required - Select All
		<input type="checkbox"/> Formal Bidding <input type="checkbox"/> Negotiation <input type="checkbox"/> Continuation of Agreement <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	<input type="checkbox"/> Council Approval Date & Item # _____ <input type="checkbox"/> Copy of Agenda item attached <input type="checkbox"/> Copy of Staff Report attached Required for NEW Agreements - Select All <input type="checkbox"/> Professional/Maint Service Agreement attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached

INSURANCE APPROVAL: _____
Risk Manager

DATE: _____

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
 7/7/15	 7/7/15	
Department Head or Designee	Finance Director or Designee	City Manager or Designee
Date	Date	Date

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

SERVICES REQUISITION

DATE	DEPARTMENT
7/7/2015	Marketing

Terms: **Net 30 Days**

VENDOR: Graphtek Design Group

VENDOR PHONE:

VENDOR FAX:

VENDOR EMAIL:

DEPT. CONTACT:

VENDOR #: 02906

DESCRIPTION	PRICE
2015/16 Newsletter Design & Layout Services	25,000.00
	-
	-
FY 2015-16	-
	-
	-
	-
TOTAL	\$ 25,000.00

ACCOUNT NUMBER		BUDGET AVAILABLE
101.27.02.05545.000	25,000.00	130,000 7/9/15
	-	
	-	
TOTAL	\$ 25,000.00	

PREPARED BY: Micaela Wilkey

DATE: 7/7/2015

REQUISITION CHECKLIST:

<input type="checkbox"/> Minor Services (\$1 to \$5,000)	Procurement Method - Select One: <input type="checkbox"/> Department Head Authorized <input type="checkbox"/> 3 Vendor Price Quotes/Bids, if applicable <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attch'd Term Dates: _____ to _____ Insurance Active: _____ to _____	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached, if applicable <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
	The Finance Department reserves the right to request vendor price quotes/bids for purchases between \$1 to \$5,000.	

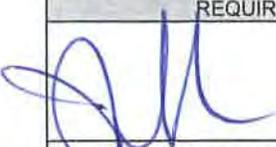
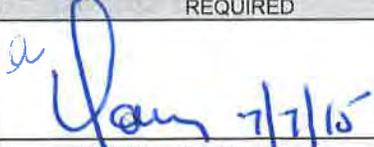
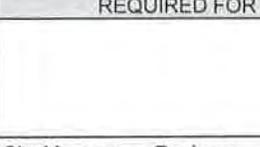
<input checked="" type="checkbox"/> Intermediate Services (\$5,001 to \$25,000)	Procurement Method - Select One: <input type="checkbox"/> 3 Vendor Price Quotes/Bids <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attch'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required for NEW Agreements - Select All <input checked="" type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input checked="" type="checkbox"/> 3 Vendor Price Quotes/Bids attached <input checked="" type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input checked="" type="checkbox"/> W-9 or City 1099 Information Request Form attached
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<input type="checkbox"/> Major Services (\$25,001 or more)	Procurement Method - Select One: <input type="checkbox"/> Formal Bidding <input type="checkbox"/> Negotiation <input type="checkbox"/> Continuation of Agreement <input type="checkbox"/> Copy of agreement & Insurance attch'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required - Select All <input type="checkbox"/> Council Approval Date & Item # _____ <input type="checkbox"/> Copy of Agenda item attached <input type="checkbox"/> Copy of Staff Report attached Required for NEW Agreements - Select All <input type="checkbox"/> Professional/Maint Service Agreement attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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INSURANCE APPROVAL: _____

DATE: _____

Risk Manager

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
 Department Head or Designee	 Finance Director or Designee	 City Manager or Designee
Date: 7/7/15	Date: 7/7/15	Date: _____

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

SERVICES REQUISITION

DATE	DEPARTMENT
7/7/2015	Marketing

Terms: **Net 30 Days**

VENDOR: The Printing Place

VENDOR PHONE:

VENDOR FAX:

VENDOR EMAIL:

DEPT. CONTACT:

VENDOR #: 06327

DESCRIPTION	PRICE
2015/16 Newsletter Printing and Printing Services	45,000.00
	-
	-
FY 2015-16	-
	-
	-
	-
TOTAL	\$ 45,000.00

ACCOUNT NUMBER		BUDGET AVAILABLE
101.27.02.05545.000	45,000.00	130,000 - 719,150
	-	
	-	
TOTAL	\$ 45,000.00	

PREPARED BY: Micaela Wilkey

DATE: 7/7/2015

REQUISITION CHECKLIST:

<input type="checkbox"/> Minor Services (\$1 to \$5,000)	Procurement Method - Select One: <input type="checkbox"/> Department Head Authorized <input type="checkbox"/> 3 Vendor Price Quotes/Bids, if applicable <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached, if applicable <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
	The Finance Department reserves the right to request vendor price quotes/bids for purchases between \$1 to \$5,000.	

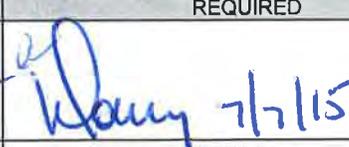
<input type="checkbox"/> Intermediate Services (\$5,001 to \$25,000)	Procurement Method - Select One: <input type="checkbox"/> 3 Vendor Price Quotes/Bids <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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<input checked="" type="checkbox"/> Major Services (\$25,001 or more)	Procurement Method - Select One: <input checked="" type="checkbox"/> Formal Bidding <input checked="" type="checkbox"/> Negotiation <input type="checkbox"/> Continuation of Agreement <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required - Select All <input type="checkbox"/> Council Approval Date & Item # _____ <input type="checkbox"/> Copy of Agenda item attached <input type="checkbox"/> Copy of Staff Report attached Required for NEW Agreements - Select All <input type="checkbox"/> Professional/Maint Service Agreement attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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INSURANCE APPROVAL: _____

Risk Manager

DATE: _____

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
		107
Department Head or Designee	Finance Director or Designee	City Manager or Designee
Date: 7/7/15	Date: 7/7/15	Date:



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

SERVICES REQUISITION

DATE	DEPARTMENT
7/7/2015	Marketing

Terms: **Net 30 Days**

VENDOR: High Tech Mailing Services

VENDOR PHONE:
 VENDOR FAX:
 VENDOR EMAIL:
 DEPT. CONTACT:

VENDOR #: 06327

DESCRIPTION	PRICE
2015/16 Mailing Services	30,000.00
	-
	-
FY 2015-16	-
	-
	-
	-
TOTAL	\$ 30,000.00

ACCOUNT NUMBER	BUDGET AVAILABLE
101.27.02.05545.000	30,000.00
	-
	-
TOTAL	\$ 30,000.00

PREPARED BY: Micaela Wilkey

DATE: 7/7/2015

REQUISITION CHECKLIST:

<input type="checkbox"/> Minor Services (\$1 to \$5,000)	Procurement Method - Select One: <input type="checkbox"/> Department Head Authorized <input type="checkbox"/> 3 Vendor Price Quotes/Bids, if applicable <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attch'd Term Dates: _____ to _____ Insurance Active: _____ to _____	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached, if applicable <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
	The Finance Department reserves the right to request vendor price quotes/bids for purchases between \$1 to \$5,000.	

<input type="checkbox"/> Intermediate Services (\$5,001 to \$25,000)	Procurement Method - Select One: <input type="checkbox"/> 3 Vendor Price Quotes/Bids <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attch'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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<input checked="" type="checkbox"/> Major Services (\$25,001 or more)	Procurement Method - Select One: <input checked="" type="checkbox"/> Formal Bidding <input checked="" type="checkbox"/> Negotiation <input type="checkbox"/> Continuation of Agreement <input type="checkbox"/> Copy of agreement & Insurance attch'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required - Select All <input type="checkbox"/> Council Approval Date & Item # _____ <input type="checkbox"/> Copy of Agenda item attached <input type="checkbox"/> Copy of Staff Report attached Required for NEW Agreements - Select All <input type="checkbox"/> Professional/Maint Service Agreement attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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INSURANCE APPROVAL: _____
 Risk Manager

DATE: _____

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
		108
Department Head or Designee	Finance Director or Designee	City Manager or Designee
Date	Date	Date



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

SERVICES REQUISITION

DATE	DEPARTMENT
7/7/2015	Marketing

Terms: **Net 30 Days**

VENDOR: Crail Communications
 33175 Temecula Parkway A-135
 Temecula, CA 92592

VENDOR PHONE: 1.951.244.4524
 VENDOR FAX: 1.702.882.9722
 VENDOR EMAIL:
 DEPT. CONTACT: Bonnie Crail

VENDOR #:

DESCRIPTION	PRICE
2015/16 Newsletter Content	24,350.00
2015/16 Copywriting Services for Media Alerts & Press Releases	10,000.00
2015/16 Miscellaneous Writing Projects	10,000.00
FY 2015-16	-
TOTAL	\$ 44,350.00

ACCOUNT NUMBER	BUDGET AVAILABLE
101.27.02.05545.000	24,350.00
101.27.02.05310.000	10,000.00
101.27.02.05330.000	10,000.00
TOTAL	\$ 44,350.00

PREPARED BY: Micaela Wilkey

DATE: 7/7/2015

REQUISITION CHECKLIST:

<input type="checkbox"/> Minor Services (\$1 to \$5,000)	Procurement Method - Select One: <input type="checkbox"/> Department Head Authorized <input type="checkbox"/> 3 Vendor Price Quotes/Bids, if applicable <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached, if applicable <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
	The Finance Department reserves the right to request vendor price quotes/bids for purchases between \$1 to \$5,000.	

<input type="checkbox"/> Intermediate Services (\$5,001 to \$25,000)	Procurement Method - Select One: <input type="checkbox"/> 3 Vendor Price Quotes/Bids <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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<input checked="" type="checkbox"/> Major Services (\$25,001 or more)	Procurement Method - Select One: <input checked="" type="checkbox"/> Formal Bidding <input checked="" type="checkbox"/> Negotiation <input type="checkbox"/> Continuation of Agreement <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required - Select All <input type="checkbox"/> Council Approval Date & Item # _____ <input type="checkbox"/> Copy of Agenda item attached <input type="checkbox"/> Copy of Staff Report attached Required for NEW Agreements - Select All <input type="checkbox"/> Professional/Maint Service Agreement attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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INSURANCE APPROVAL: _____

Risk Manager

DATE: _____

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
Date: <u>7/8/15</u>	Date: <u>7/7/15</u>	Date: _____

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

SERVICES REQUISITION

DATE	DEPARTMENT
6/24/2015	Public Safety

Terms: **Net 30 Days**

VENDOR: City of Palm Desert

VENDOR PHONE:

VENDOR FAX:

VENDOR EMAIL:

DEPT. CONTACT: David Gassaway

VENDOR #: 06021

DESCRIPTION	PRICE
COVE Communities Fire Truck 33 - Indian Wells allocation	404,205.00
	-
	-
	-
	-
	-
	-
TOTAL	\$ 404,205.00

ACCOUNT NUMBER	BUDGET AVAILABLE
228.73.01.05330.000	404,205.00
	-
	-
TOTAL	\$ 404,205.00

Handwritten notes: 228,73,01 = 420,000 - 6/24/15

PREPARED BY: David Gassaway

DATE: 6/24/2015

REQUISITION CHECKLIST:

<input type="checkbox"/> Minor Services (\$1 to \$5,000)	Procurement Method - Select One: <input type="checkbox"/> Department Head Authorized <input type="checkbox"/> 3 Vendor Price Quotes/Bids, if applicable <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attch'd Term Dates: _____ to _____ Insurance Active: _____ to _____	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached, if applicable <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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<input type="checkbox"/> Intermediate Services (\$5,001 to \$25,000)	Procurement Method - Select One: <input type="checkbox"/> 3 Vendor Price Quotes/Bids <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attch'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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<input checked="" type="checkbox"/> Major Services (\$25,001 or more)	Procurement Method - Select One: <input type="checkbox"/> Formal Bidding <input type="checkbox"/> Negotiation <input checked="" type="checkbox"/> Continuation of Agreement <input type="checkbox"/> Copy of agreement & Insurance attch'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required - Select All <input type="checkbox"/> Council Approval Date & Item # _____ <input type="checkbox"/> Copy of Agenda item attached <input type="checkbox"/> Copy of Staff Report attached Required for NEW Agreements - Select All <input type="checkbox"/> Professional/Maint Service Agreement attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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INSURANCE APPROVAL: _____

Risk Manager

DATE: _____

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
<i>[Signature]</i> Department Head or Designee	<i>[Signature]</i> Finance Director or Designee	110
<i>6/24/15</i> Date	<i>6/25/15</i> Date	 Date



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

CHANGE ORDER

DATE	DEPARTMENT
07/01/15	Public Works

VENDOR: Armstrong Growers

VENDOR #: 276

PURCHASE ORDER #

011885

PO DESCRIPTION:

FY 14-15 Citywide Flowers

Summer Flower Order

Account Number	Original Amount	Increase (Decrease)	Adjusted Total	Budget Available
101.84.20.05640.000	11,247.91	13,091.83	24,339.74	
272.84.02.05640.000	1,350.06	1,560.91	2,910.97	
275.84.08.05640.000	2,054.02	2,473.27	4,527.29	
280.84.19.05640.000	125.36	142.90	268.26	
281.84.21.05640.000	96.43	131.91	228.34	
282.84.22.05640.000	173.58	197.86	371.44	
284.84.13.05640.000	202.51	252.82	455.33	
285.84.24.05640.000	234.44	285.80	520.24	
286.84.25.05640.000	221.79	-	221.79	
TOTAL:	15,706.10	18,137.30	33,843.40	*

Prepared By: Mirian

Date: 07/01/15

- Change Orders for less than \$25,000, and within the appropriated budget, may be authorized by the Finance Director
- Change Orders in excess of \$25,000 must be authorized by the City Council on the consent calendar.
- Change Orders which cause the original purchase order to exceed \$25,000 must be authorized by the City Council on the consent calendar.
- Multiple change orders which cumulatively exceed \$25,000 must be authorized by the City Council on the consent calendar.

Change Order Checklist:

- A signed Professional Services Agreement (if adjusted amount is over \$25,000)
- A signed Contract Amendment

Insurance Certificate(s) and indemnification.

_____ Risk Manager Approval

Copy of 3rd Party Reimbursement Request for Funds (if required)

AUTHORIZED SIGNATURES

Required for all adjustments	Required for all adjustments	Required for increases over \$25,000
		
Department Head	Finance Director	City Manager
Date	Date	Date

City Council Approval:

Meeting Date: _____

Item No. _____

111



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

Legislation Text

File #: 1184-15, Version: 1

June 3, 2015 City Council Meeting Minutes.

Special Council

Meeting Minutes

Wednesday, June 3, 2015

1:30 PM

City Hall Council Chambers



Welcome to a 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. Council policy is a 3-minute time limit. 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.

1. RECONVENE 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 June 3, 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 Hanson, 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 Council Member Mertens, to Approve the Minutes as Submitted. The motion carried by the following vote:

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

NOES: 0

A. May 21, 2015 Special Study Session Minutes

B. May 21, 2015 City Council Minutes

4. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation Recognizing Community Service Officer Patrick Maloney

Mayor Peabody presented a proclamation recognizing Community Service Officer Patrick Maloney's years of service to the City of Indian Wells.

B. Proclamation Recognizing Community Activities Committee Member Linda Blank

Mayor Peabody presented a proclamation recognizing Linda Blank for service to the City of Indian Wells.

5. PUBLIC COMMENTS

Mr. Denny Booth, resident, commented on CV Link.

6. ORDINANCES FOR ADOPTION

A. **Adopt Ordinance Modifying Chapter 5.20 of the Indian Wells Municipal Code Related to Short-term Residential Rentals**

Mr. Michael Andelson, resident, thanked staff for changes incorporated into Ordinance Bill No. 2015-06 and stated he wanted to make one point of clarification regarding a limited registration period in 5.20.180 and that it does not get misinterpreted to supercede or override the sunset provision.

Mr. Larry Bonafide, resident, made his final appeal to the Council to consider rentals two times a month rather than a minimum of seven days.

It was determined to ADOPT Ordinance No. 689 [Ordinance Bill No. 2015-06] to read as follows:

ORDINANCE NO. 689

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, AMENDING CHAPTER 5.20 (TITLE 5 BUSINESS LICENSES AND REGULATIONS) OF THE INDIAN WELLS MUNICIPAL CODE, RELATING TO SHORT-TERM RESIDENTIAL RENTALS

A motion was made by Mayor Pro Tem Reed, seconded by Council Member Hanson, that this Ordinance be Adopted. The motion carried by the following vote:

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

NOES: 0

7. CONSENT CALENDAR

Mayor Pro Tem Reed stated he would abstain from voting on Consent Calendar Items #7B, #7E and #7F as his law firm may have clients who are payees or listed as vendors and therefore are a source of income to him.

Council Member Hanson stated he would abstain from voting on Consent Calendar Items #7B, #7C and #7F.

A. Approve Establishment of City's Appropriations Limitation for Fiscal Year 2015-16

It was determined to ADOPT Resolution No. 2015-29 [Resolution Bill No. 2015-30] to read as follows:

RESOLUTION NO. 2015-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

D. Receive and File the City Treasurer's Report for April 2015

It was determined to RECEIVE and File the City Treasurer's Report for April 2015.

Approval of the Consent Agenda

It was determined to RECEIVE and File the City Treasurer's Report for April 2015.

A motion was made by Mayor Pro Tem Reed, seconded by Mayor Peabody, to Approve the Consent Agenda. The motion carried by the following vote:

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

NOES: 0

B. Approve Fiscal Year 2015-16 Requisitions [Budgeted]

It was determined to Approve Fiscal Year 2015-16 Requisitions [Budgeted]:

Council **APPROVES** a requisition in the amount of \$97,970 to Lance, Soll & Lunghard for audit services for Fiscal Year ending 2015-16; and

APPROVES a requisition in the amount of \$247,332 to Best Best & Krieger for general retainer legal services for Fiscal Year 2015-16; and

APPROVES a requisition in the amount of \$55,000 to Best Best & Krieger for personnel legal services for Fiscal Year 2015-16; and

APPROVES a requisition in the amount of \$125,000 to Best Best & Krieger for code enforcement legal services for Fiscal Year 2015-16; and

APPROVES a requisition in the amount of \$697,886 to the California Joint Powers Insurance Authority for General Liability, Workers Compensation insurance coverage for Fiscal Year 2015-16 and the retrospective adjustment; and

APPROVES a requisition in the amount of \$285,000 to the California Joint Powers Insurance Authority for property and vehicle insurance coverage for Fiscal Year 2015-16; and

APPROVES a requisition in the amount of \$214,349 to the Greater Palm Springs Convention and Visitors Bureau for transient occupancy tax funding contribution for Fiscal Year 2015-16; and

APPROVES a requisition in the amount of \$905,000 to Burrtec Waste and Recycling for solid waste fees pass through for Fiscal Year 2015-16; and

APPROVES a requisition in the amount of \$38,000 to Tyler Technologies for annual financial software support for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$21,300 to Casa Dorado Homeowners Association for Landscape and Lighting District No. 91-1 Zone A3 (Casa Dorado) pass-through levy for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$17,600 to Cove at Indian Wells HOA for Landscape and Lighting District No. 91-1 Zone A5B (The Cove) pass-through levy for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$325,000 to Desert Horizons Owners Association for Landscape and Lighting District No. 91-1 Zone E (Desert Horizons)

pass-through levy for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$40,577 to Sundance at Indian Wells HOA for Landscape and Lighting District No. 91-1 Zone A25 (Sundance) pass-through levy for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$159,500 to Province Homeowners Association for Landscape and Lighting District No. 91-1 Zone A26 (The Province) pass-through levy for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$28,000 to Granicus for legislative agenda software and support, and web streaming maintenance services for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$3,525,400 to Riverside County Sheriff's Department for law enforcement services for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$36,225 to Riverside County Sheriff's Department for records management/CLETS for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$416,717 to Riverside County Fire Department for fire suppression, fire prevention, fire investigation, fire safety education and paramedic services for Fiscal Year 2015-16; and

APPROVES the requisition in the amount of \$36,000 to Joe A. Gonsalves & Sons for legislative advocacy services for Fiscal Year 2015-16; and

APPROVES requisition in the amount of \$92,939 to Coachella Valley Water District for Citywide Utilities for Fiscal Year 2015-16; and

APPROVES requisition in the amount of \$120,615 to Southern California Edison for Citywide Utilities for Fiscal Year 2015-16; and

APPROVES requisition in the amount of \$41,940 to Perfect Images Janitorial, Inc. for Janitorial Maintenance Services for Indian Wells City Hall, Sheriff's Substation, Maintenance Building, and 45-200 Club Drive for Fiscal Year 2015-16; and

APPROVES requisition in the amount of \$574,910 to Vintage Associates, Inc. for Citywide Landscaping and Lighting Maintenance Services for Fiscal Year 2015-16; and

APPROVES requisition in the amount of \$35,000 to Burrtec Waste & Recycling for Recycling Coordinator Services for Fiscal Year 2015-16; and

APPROVES requisition in the amount of \$100,000 to B.G. Structural Engineering Inc. for

Building Plan Check Services for Fiscal Year 2015-16; and

APPROVES requisition in the amount of \$60,000 to RA Structural Engineering for Building Plan Check Services for Fiscal Year 2015-16; and

APPROVES requisition in the amount of \$34,800 to Vacation Rental Compliance for short-term rental monitoring services for Fiscal Year 2015-16; and

APPROVES requisition in the amount of \$425,000 to City of Palm Desert for ladder truck services for Fiscal Year 2015-16.

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

AYES: 3 - Peabody, Balocco, Mertens

NOES: 0

ABSTAIN: 2 - Reed, Hanson

C. Approve Change Order with Best Best & Krieger, LLP for Litigation Services

It was determined to APPROVE a change order in the amount of \$44,700 with Best, Best & Krieger, LLP for litigation services; and

APPROVE a supplemental appropriation in the amount of \$44,700 for same.

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

AYES: 4 - Peabody, Reed, Balocco, Mertens

NOES: 0

ABSTAIN: 1 - Hanson

E. FAMD Warrants and Demands

It was determined to APPROVE the FAMD Warrants and Demands for June 4, 2015.

A motion was made by Mayor Pro Tem Reed, seconded by Mayor Peabody, that this Warrants and Demands be Approved. The motion carried by the following vote:

AYES: 4 - Peabody, Balocco, Hanson, Mertens

NOES: 0

ABSTAIN: 1 - Reed

F. City Warrants and Demands

It was determined to APPROVE the City Warrants and Demands for June 4, 2015.

A motion was made by Mayor Pro Tem Reed, seconded by Mayor Peabody, 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

8. GENERAL BUSINESS**A. Adopt Resolution Approving the City's Fiscal Year 2015-17 Operating Budget and Fiscal Years 2015-20 Capital Improvement Budget**

City Attorney Stephen Deitsch recommended Council Member Hanson recuse himself from the Indian Wells Golf Resort portion of the budget discussion. The CONSENSUS of the Council was to discuss the City budget, a request from the Chamber of Commerce for funding, and the Grants in Aid funding level first, then to discuss the Indian Wells Golf Resort budget.

Mr. Mike Avila, Indian Wells Chamber of Commerce CEO, stated a new phone system is the Chamber's first priority, then a temporary worker to assist in answering the phone. Mr. Avila stated the amount left after purchasing a new phone system will be used to help pay for the temporary worker.

It was determined to ADOPT AS AMENDED Resolution Bill No. 2015-31 approving the City's Fiscal Year 2015-17 operating budget and Fiscal Years 2015-2020 Capital Improvement budgets; and

APPROVE the Grants in Aid funding level for Fiscal Year 2016-17 in the amount of \$186,125; and

APPROVE the Chamber of Commerce funding request of \$15,000 with the condition the Chamber actually hires a temporary worker to assist in answering the phone.

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

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

NOES: 0

City Attorney Stephen Deitsch recommended Council Member Hanson recuse himself from the Golf Resort budget discussion. Council Member Hanson left the chambers at 2:02 p.m.

It was determined to APPROVE the Indian Wells Golf Resort budget for Fiscal Year 2015-17.

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

AYES: 4 - Peabody, Reed, Balocco, Mertens

NOES: 0

ABSTAIN: 1 - Hanson

B. Presentation by Buxton on Visitor Analysis Study

Council Member Hanson returned to the Chambers at 2:09 p.m.

Eric Brown, Senior Account Executive and Cheyenne Robertson, the City's Account Executive with Buxton Company presented the Visitor Analysis study.

C. Approve "Beta Test" Email Marketing Campaign to 100,000 Households Based on Buxton Visitor Analysis

Mr. Tom Conner, resident, stated tracking is his main concern.

It was determined to APPROVE the expenditure to Buxton Company for \$30,000 for a "beta test" email campaign of summer specials to 100,000 household based on the Buxton visitor analysis; and

DIRECT Staff to measure and quantify the number of booked hotel stays from this promotion campaign.

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

D. Approve Turf Removal Plan at Indian Wells Golf Resort

Council Member Hanson stated he will recuse himself from this issue due to a potential conflict, he left the Chambers at 3:08 p.m.

It was determined to APPROVE the turf removal plan at the Indian Wells Golf Resort.

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

AYES: 4 - Peabody, Reed, Balocco, Mertens

NOES: 0

ABSTAIN: 1 - Hanson

E. Consideration of Options and Alternatives for Median Landscape Project to Comply with Drought Regulations

Council Member Hanson returned to the Chambers at 3:09 p.m.

It was determined to APPROVE modifying the median landscaping by removing the existing turf and replacing it with artificial turf in the medians at Cook Street, Racho Palmeras Drive, Eldorado Drive and Osage Trail; and

CONNECT the remaining areas of landscaping to the Mid-Valley Pipeline; and

APPROVE a supplemental appropriation in the amount of \$393,522; and

AUTHORIZE and DIRECT the City Manager to execute all project related documents.

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

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

NOES: 0

F. Discussion and Direction Relating to Third Quarter Meeting Schedule

It was determined to Approve the proposed third quarter meeting schedule as presented.

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

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

NOES: 0

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

City Manager Wade McKinney stated in response to Mr. Booth's comments from a previous council meeting regarding money spent for the Carl Bray site, Mr. McKinney stated that through May 2015 the City has spent \$453,347.34 which includes acquisition of the homesite, engineering/CEQA survey costs, historic building preservation costs, building demolition, landscape improvements, and the Carl Bray sign preservation.

City Manager McKinney further stated that CVAG will hold its general annual assembly meeting on June 29, 2015 and will need a quorum of individual council members from all of the city agencies to attend this meeting.

10. COUNCIL MEMBERS' REPORTS AND COMMENTS

A. Council Member Mertens

Council Member Mertens stated most of the information has been reported on the Indian Wells Golf Resort Advisory Committee meeting and the other committees will meet over the next few weeks.

B. Council Member Hanson

No report.

C. Council Member Balocco

Council Member Balocco reported the Convention and Visitors Bureau is conducting a summer campaign to drive more hotel occupancy in the Coachella Valley, and Indian Wells is one of eight spots which will be featured on KTLA out of the Los Angeles area. Mr. Balocco stated most cities reported good Transient Occupancy Tax revenue.

Council Member Balocco reported from the CVAG Energy Committee wherein CV Link and its operations and maintenance costs as well as CV Links attributes were discussed. Council Member Balocco stated he also attended the CVAG Conservation Committee wherein PGA west fencing is being studied as it relates to the big horn sheep.

D. Mayor Pro Tem Reed

Mayor Pro Ted Reed reported on a RCTC meeting stating that they approved the Mid-Valley Parkway Environmental Impact Report and then within a few days a lawsuit was filed. Mayor Pro Tem Reed stated this Parkway does not effect the Coachella Valley but Mr. Reed does believe an alternative method of transportation besides Interstate 10, such as rail, is needed to connect the Coachella Valley with Los Angeles, Orange County, and Riverside.

E. Mayor Peabody

Mayor Peabody reported Sunline Transit recently completed their budget and General Manager's evaluation. He also reported from the Coachella Valley Animal Campus stated they had an emergency meeting reporting a budget shortfall. Mayor Peabody reported on the CVAG Executive Committee meeting regarding CV Link wherein 300 attended. He stated that every Coachella Valley City Manager and their staff will get a copy of the budget for review and then will meet again along with the City Manager and their staff to resolve some of these issues. Mayor Peabody stated no city has agreed to the CV Link project, the route, and whether to use Measure A funding.

11. CITY ATTORNEY REPORTS AND COMMENTS

At 3:40 p.m. City Attorney Stephen Deitsch stated the City Council conducted a Special Meeting this morning and the City Council met in closed session to discuss items #5A and #5B as part of that agenda and there was no reportable action taken under the Brown Act as required to be publicly reported. He stated there is no need for any additional closed session after this open session today.

12. CLOSED SESSION

At 11:26 a.m. Mayor Peabody stated the City Council would hold a Closed Session to discuss the following agenda items.

- A. Conference with Labor Negotiators Pursuant to Government Code Section 54957. Agency Designated Representative: Wade G. McKinney. Employee Organization: Indian Wells City Employees Association.**

At 3:40 p.m. City Attorney Stephen Deitsch stated the City Council conducted a Special Meeting this morning and the City Council met in closed session to discuss item #A as part of that agenda and there was no reportable action taken under the Brown Act as required to be publicly reported.

13. ADJOURNMENT

Mayor Peabody ADJOURNED to a special meeting of the City Council to be held at 9:00 a.m. on July 16, 2015 in the City Hall Council Chambers/Executive Conference Room; and thereafter to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on July 16, 2015 in the City Hall Council Chambers.

Respectfully submitted,

Wade G. McKinney, City Manager/City Clerk

Unofficial



Legislation Text

File #: 1174-15, Version: 1

Indian Wells City Council *Staff Report - Finance*

July 16, 2015

Treasurer's Report for May 2015

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the City Treasurer's Report for May 2015.

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 May 31, 2015:

- The City's cash and investments totaled \$55,530,013.
- The City's portfolio earned a 1.117% rate of return.

ATTACHMENT:

1. Treasurer's Report for May 2015.

NET CASH & INVESTMENT SUMMARY MAY, 2015

<u>UNRESTRICTED FUNDS</u>	<u>May 2015</u>	<u>May 2014</u>
GENERAL FUND		
101- GENERAL	\$ 10,384,125.25	\$ 7,644,723.86
TOTAL GENERAL FUND	10,384,125.25	7,644,723.86

RESTRICTED FUNDS

SPECIAL REVENUE FUNDS

202 - TRAFFIC SAFETY	0.03	0.95
203 - PUBLIC SAFETY 1/2 CENT SALES TAX	11,817.44	7,515.54
204 - MEASURE "A"	36,280.58	34,578.84
209 - F.A.M.D. #1	2,593,200.69	2,508,643.88
210 - SCAQMD (VEHICLE REG.)	2,200.48	1.40
211 - AB 3229 COPS FUNDING	0.47	1,338.47
214 - GAS TAX 2103 MAINTENANCE	29,900.76	21,747.52
215 - GAS TAX 2105 MAINTENANCE	9,768.16	0.99
216 - GAS TAX 2106 CONSTRUCT/MAINT	2,690.34	0.81
217 - GAS TAX 2107 MAINTENANCE	0.71	0.53
218 - GAS TAX 2107.5 ENG./ADMIN	3,701.16	8,039.63
228 - EMERG. UPGRADE SERVICES	3,499,992.62	3,535,616.42
247 - AB 939 RECYCLING FUND	257,997.56	204,932.21
248 - SOLID WASTE	553,354.12	548,536.24
251 - STREET LIGHTING DISTRICT 2000-1	5,351.19	4,265.89
253- INDIAN WELLS VILLAS OPERATIONS	976,815.31	961,389.65
254- MOUNTAIN VIEW VILLAS OPERATIONS	951,368.12	952,687.27
256- HOUSING AUTHORITY	2,733,646.37	2,925,821.56
260 - IWGR OPERATIONS	1,467,264.54	1,754,325.54
271 - ELDORADO DRIVE LLMD	92,544.18	87,811.87
272 - MONTECITO/STARDUST LLMD	2,900.65	5,704.47
273 - CASA DORADO LLMD	7,847.37	7,551.74
274 - THE COVE LLMD	7,098.35	7,002.74
275 - SH 111/IWGR (ENTRANCE) LLMD	293,099.51	301,242.36
276 - CLUB/IW LANE LLMD	56,279.67	53,120.22
277 - COLONY LLMD	33,318.14	35,979.64
278 - COLONY COV ESTATES LLMD	60,092.15	55,692.91
279 - DESERT HORIZONS LLMD	122,521.00	139,841.44
280 - MOUNTAIN GATE LLMD	81,288.18	79,130.37
281 - MOUNTAIN GATE ESTATES LLMD	42,333.89	37,192.03
282 - VILLAGIO LLMD	241,061.71	223,570.96
283 - VAIDYA LLMD	29,390.40	30,245.35
284 - CLUB, SOUTH OF 111 LLMD	12,495.51	11,597.44
285 - MONTELENA LLMD	23,860.25	26,507.66
286 - SUNDANCE LLMD	22,958.49	19,124.76
287 - PROVINCE LLMD	84,527.43	85,151.98
288 - PROVINCE DBAD	483,344.51	422,105.07
TOTAL SPECIAL REVENUE FUNDS	14,832,312.04	15,098,016.35

CAPITAL PROJECT FUNDS

314 - PARK-IN-LIEU FEES	0.20	0.20
315 - CITYWIDE PUBLIC IMPROVEMENT FEE	0.26	62,569.26
316 - CAPITAL IMPROVEMENT	3,852,905.66	3,127,777.11
319 - ART IN PUBLIC PLACES	397,754.07	393,287.84
321 - HIGHWAY 111 CIRCULATION IMP FEE	0.70	9.70
TOTAL CAPITAL PROJECT FUNDS	4,250,660.89	3,583,644.11

CITY OF INDIAN WELLS
NET CASH & INVESTMENT SUMMARY MAY, 2015
PAGE 2

RESTRICTED FUNDS (Cont.)

	May 2015	May 2014
REPLACEMENT FUNDS		
326 - INFRASTRUCTURE CAPITAL	7,096,359.00	6,983,662.00
327 - FF&E ROLLING STOCK CAPITAL	2,322,926.00	2,286,036.00
328 - GOLF RESORT CAPITAL	4,025,858.00	3,961,927.00
329 - BUILDING & STRUCTURES CAPITAL	3,354,510.00	2,257,871.00
330 - FACILITIES CAPITAL	2,322,992.00	2,286,099.00
TOTAL REPLACEMENT FUNDS	19,122,645.00	17,775,595.00
SUCCESSOR AGENCY FUNDS		
453 - RDA (WHITEWATER)	4,400,195.98	1,031,459.03
456 - RDA OBLIGATION RETIREMENT	0.00	0.00
TOTAL SUCCESSOR AGENCY FUNDS	4,400,195.98	1,031,459.03
INTERNAL SERVICE FUNDS		
601 - OPEB BENEFIT FUND	1,202,675.19	121,645.81
TOTAL INTERNAL SERVICE FUNDS	1,202,675.19	121,645.81
RESERVE FUNDS		
602 - COMPENSATED ABSENCES	549,431.00	540,705.00
603 - SELF INSURANCE	0.00	121,165.00
TOTAL RESERVE FUNDS	549,431.00	661,870.00
TRUST & AGENCY FUNDS		
732 - SPECIAL DEPOSITS	593,060.73	1,145,005.45
760 - VISITOR COMMITTEE	55,904.27	156,826.68
TOTAL TRUST & AGENCY FUNDS	648,965.00	1,301,832.13
TOTAL ALL FUNDS	55,391,010.35	47,218,786.29
FISCAL AGENTS		
253 - INDIAN WELLS VILLAS	43,829.32	68,639.81
254 - MOUNTAIN VIEW VILLAS	305,468.67	112,456.22
260 - INDIAN WELLS GOLF RESORT	1,337,513.82	1,099,875.91
453 - UNION BANK OF CALIFORNIA TRUSTEE	780,775.18	889,515.68
TOTAL FISCAL AGENTS	2,467,586.99	2,170,487.62
TOTAL ALL FUNDS & FISCAL AGENTS	\$ 57,858,597.34	\$ 49,389,273.91
UNRESTRICTED FUNDS	10,384,125.25	7,644,723.86
RESTRICTED FUNDS	47,474,472.09	41,744,550.05
	\$ 57,858,597.34	\$ 49,389,273.91

City of Indian Wells			
Bank Reconciliation Report - City Held Cash			
Finance Department			
MONTH: May 31, 2015			
Investment #	Investment Type	Investment Description	Book Value
Bank Checking & Sweep			
1		Pacific Western Bank - Sweep 45-301117	\$ 1,806,878.73
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	1,058,157.00
19		Petty Cash	1,400.00
			2,866,435.73
Managed Pool Accounts			
21		Local Agency Investment Fund - City 98-33-385	18,385,069.17
			18,385,069.17
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
329		Certificate of Deposit-Sallie Mae	250,000.00
330		Certificate of Deposit-SAFR National Bank	250,000.00
385		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-Barklays 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 856284Z	250,000.00
358		Certificate of Deposit-BMW Bank North America	250,000.00
360		Certificate of Deposit-Security Federal 81423LBN1	250,000.00
361		Certificate of Deposit-First Bank of Highland 319141CQ8	250,000.00
362		Certificate of Deposit-Discover Bank 254672HV3	250,000.00
364		Certificate of Deposit-Pacific Western Bank	250,000.00
			5,000,000.00
Medium Term Corporate Notes			
278		Goldman Sachs Mid Term Corp Note 38141EA74	1,000,903.89
280		Bank of America Mid Term Corp Note 06051GED	1,000,861.25
296		Barclays Bank Corporate Note 06738JVS0	1,000,000.00
322		AT&T Inc. 00206RBF8	1,001,917.30
331		JP Morgan 46625HJG6	1,001,592.65
346		General Electric Cap Corp 36962G6W9	1,004,785.04
369		GE Capital Financial 36163FP64	245,000.00
373		Caterpillar Financial Services Corp 14912L6F3	1,018,473.68
			7,273,533.81
Federal Agency Issues			
326		Federal Farm Credit 3133EAA81	2,000,000.00
332		Federal Home Loan Bank 313381YG4	2,000,000.00
333		Federal National Mortgage Assoc 3136G1AP4	1,000,000.00
334		Freddie Mac 3134G33S7	1,000,000.00
335		Fannie Mae 3136GICF4	1,000,000.00
340		Federal Home Loan Bank 313381YN9	1,000,000.00
341		Federal Farm Credit Bank 3133EC7L2	999,351.92
342		Federal Farm Credit Bank 3133ECDX9	998,916.76
344		Federal Home Loan Mtg Corp 3134G43H9	2,000,000.00
345		Federal National Mortgage Assn 313G0WN9	2,000,000.00
347		Federal National Mortgage Assn 3136G1FL8	1,006,705.62
352		Fannie Mae 3136G26H5	2,000,000.00
356		Fannie Mae 3136G26U6	2,000,000.00
357		Fannie Mae 3136G26N2	1,000,000.00
367		Federal Home Loan Bank 3130A4S52	1,000,000.00
368		Federal Home Loan Bank 3130A4S86	1,000,000.00
			22,004,974.30
Total Pooled Cash and Investments			\$ 55,530,013.01
Fair Value Increase (over cost)			(107,763.61)
Outstanding items			
Outstanding Warrants/Wire Transfers			(31,239.05)
Credit Card in Transit			0.00
Total Outstanding Items			(31,239.05)
Reconciled Bank Balance			\$ 55,391,010.35
General Ledger Balance			\$ 55,391,010.35
			0.00

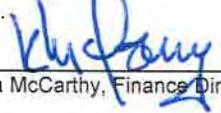
**The City of Indian Wells
Portfolio Management
Portfolio Summary
May 31, 2015**

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	4,790,787.50	4,750,000.00	8.55	1,529	982	1.527	1.548
Certificates of Deposit	245,000.00	245,605.15	245,000.00	0.44	1,830	1,778	1.775	1.800
Managed Pool Accounts - LAIF	18,385,069.17	18,385,069.17	18,385,069.17	33.11	1	1	0.286	0.290
Money Market Sweep/Checking Account	2,866,435.73	2,866,435.73	2,866,435.73	5.16	1	1	0.246	0.250
Negotiable CD's	250,000.00	251,447.50	250,000.00	0.45	1,827	975	0.946	0.959
Medium Term Corporate Notes	7,000,000.00	7,076,370.00	7,028,533.81	12.66	1,749	724	2.311	2.344
Federal Agency Issues - Callables	22,000,000.00	21,978,670.00	22,004,974.30	39.63	1,957	1,327	1.411	1.431
Investments	55,496,504.90	55,594,385.05	55,530,013.01	100.00%	1,144	714	1.102	1.117

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	49,284.19	489,948.34
Average Daily Balance	54,023,668.61	
Effective Rate of Return	1.07%	

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.

 6/15/15
Kevin McCarthy, Finance Director

**The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
May 31, 2015**

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												
7865802B5	330	SAFR National Bank		08/28/2012	250,000.00	250,325.00	250,000.00	0.800		0.789	88	08/28/2015
SYS364	364	Pacific Western Bank		03/10/2015	250,000.00	250,000.00	250,000.00	1.000		1.000	314	04/10/2016
SYS317	317	Ally Bank		05/23/2012	250,000.00	252,222.50	250,000.00	1.250		1.233	357	05/23/2016
795450NW1	329	Sallie Mae		08/15/2012	250,000.00	252,592.50	250,000.00	1.250		1.233	441	08/15/2016
38143A5L5	338	Goldman Sachs Bank		02/06/2013	250,000.00	251,257.50	250,000.00	1.050		1.036	616	02/06/2017
SYS316	316	GE Capital Retail Bank		05/25/2012	250,000.00	254,427.50	250,000.00	1.800		1.800	724	05/25/2017
17284CJG0	348	CIT BANK		07/24/2013	250,000.00	253,030.00	250,000.00	1.400		1.381	784	07/24/2017
02587DKR8	337	American Express Centurion		02/06/2013	250,000.00	252,877.50	250,000.00	1.700		1.677	793	08/02/2017
319141CQ8	361	FIRST BANK OF HIGHLAND		10/15/2014	250,000.00	250,685.00	250,000.00	1.250		1.233	868	10/16/2017
81423LBN1	360	SECURITY FEDERAL		10/15/2014	250,000.00	250,745.00	250,000.00	1.250		1.233	868	10/16/2017
48124JSY5	339	JP Morgan Chase		02/27/2013	250,000.00	249,517.50	250,000.00	1.125		1.110	994	02/19/2018
20451PBG0	349	Compass Bank		07/24/2013	250,000.00	255,537.50	250,000.00	1.700		1.677	1,149	07/24/2018
254672HV3	362	Discover Bank		02/25/2015	250,000.00	252,190.00	250,000.00	1.600		1.578	1,365	02/25/2019
06740KHK6	351	Barclays Bank PLC		07/23/2014	250,000.00	252,847.50	250,000.00	2.100		2.071	1,513	07/23/2019
02587CAJ9	350	American Express Bank FSB		07/24/2014	250,000.00	252,947.50	250,000.00	2.000		1.973	1,514	07/24/2019
14042ONX4	354	Capital One Bank CD		09/10/2014	250,000.00	252,362.50	250,000.00	1.900		1.874	1,562	09/10/2019
71270QGS9	353	People's United Bank CD		09/10/2014	250,000.00	252,360.00	250,000.00	1.950	AAA	1.923	1,562	09/10/2019
856284Z98	355	State Bank of India NY, NY CD		09/11/2014	250,000.00	252,545.00	250,000.00	2.150		2.121	1,563	09/11/2019
05580AAW4	358	BMW BANK NORTH AMERICA		09/26/2014	250,000.00	252,317.50	250,000.00	2.100		2.071	1,578	09/26/2019
Subtotal and Average			4,750,000.00		4,750,000.00	4,790,787.50	4,750,000.00			1.527	982	
Certificates of Deposit												
36163FP64	369	GE Capital Financial inc		04/10/2015	245,000.00	245,605.15	245,000.00	1.800		1.775	1,778	04/13/2020
Subtotal and Average			245,000.00		245,000.00	245,605.15	245,000.00			1.775	1,778	
Managed Pool Accounts - LAIF												
SYS21	21	LAIF - City			18,385,069.17	18,385,069.17	18,385,069.17	0.290		0.286	1	
SYS23	23	LAIF - Redevelopment			0.00	0.00	0.00	0.233		0.230	1	
Subtotal and Average			17,223,778.85		18,385,069.17	18,385,069.17	18,385,069.17			0.286	1	
Money Market Sweep/Checking Account												
SYS1	1	Pacific Western Bank			1,806,878.73	1,806,878.73	1,806,878.73	0.250		0.247	1	
SYS2	2	Pacific Western - Acct Payable		07/01/2014	0.00	0.00	0.00			0.000	1	
SYS3	3	Pacific Western-Payroll		07/01/2014	0.00	0.00	0.00			0.000	1	
SYS4	4	Union Bank-Checking			1,058,157.00	1,058,157.00	1,058,157.00	0.250		0.247	1	

**The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
May 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS19	19	Petty Cash		07/01/2014	1,400.00	1,400.00	1,400.00			0.000	1	
Subtotal and Average			1,649,745.47		2,866,435.73	2,866,435.73	2,866,435.73			0.246	1	
Negotiable CD's												
94986TLX3KK	385	Wells Fargo CD		01/30/2013	250,000.00	251,447.50	250,000.00	0.850		0.946	975	01/31/2018
Subtotal and Average			250,000.00		250,000.00	251,447.50	250,000.00			0.946	975	
Medium Term Corporate Notes												
38141EA81	278	Goldman Sachs Group Inc		02/02/2011	1,000,000.00	1,004,840.00	1,000,903.89	3.700	AA	3.072	61	08/01/2015
06051GED	280	Bank of America		02/02/2011	1,000,000.00	1,007,380.00	1,000,861.25	3.700		3.254	92	09/01/2015
06738JVS0	296	Barclays Bank PLC		10/27/2011	1,000,000.00	1,025,230.00	1,000,000.00	3.500	AA	3.452	514	10/27/2016
00206RBF8	322	AT&T INC		06/21/2012	1,000,000.00	1,005,720.00	1,001,917.30	1.600		1.479	731	06/01/2017
46625HJG6	331	J P Morgan		01/28/2013	1,000,000.00	1,007,690.00	1,001,592.65	1.800		1.713	969	01/25/2018
36962G6W9	346	General Elec. Cap Crp		05/01/2013	1,000,000.00	1,010,470.00	1,004,785.04	1.625		1.430	1,036	04/02/2018
14912L6F3	373	Catapillar Financial Services		04/28/2015	1,000,000.00	1,015,040.00	1,018,473.68	2.250		1.795	1,644	12/01/2019
Subtotal and Average			7,029,166.07		7,000,000.00	7,076,370.00	7,028,533.81			2.311	724	
Federal Agency Issues - Callables												
3133EAA81	326	Fed. Farm Credit Bank		07/30/2012	2,000,000.00	1,997,960.00	2,000,000.00	0.780		0.769	609	01/30/2017
3136G1AP4	333	Fed. Nat'l Mortgage Assoc		01/24/2013	1,000,000.00	1,000,090.00	1,000,000.00	0.750		1.094	966	01/22/2018
313381YG4	332	Fed. Home Loan Bank		02/20/2013	2,000,000.00	1,992,340.00	2,000,000.00	1.000		0.986	995	02/20/2018
3134G43H9	344	Fed. Home Loan Mtg Corp		04/30/2013	2,000,000.00	1,992,000.00	2,000,000.00	1.060		1.045	1,064	04/30/2018
3135G0WV9	345	Fed. Nat'l Mortgage Assoc		04/30/2013	2,000,000.00	1,984,260.00	2,000,000.00	1.000		0.986	1,064	04/30/2018
3134G33S7	334	Fed. Home Loan Mtg Corp		01/24/2013	1,000,000.00	996,850.00	1,000,000.00	1.000		0.986	1,141	07/16/2018
3136G1CF4	335	Fed. Nat'l Mortgage Assoc		01/30/2013	1,000,000.00	993,820.00	1,000,000.00	1.000	AAA	0.986	1,155	07/30/2018
3136G26N2	357	Fed. Nat'l Mortgage Assoc		09/26/2014	1,000,000.00	1,007,210.00	1,000,000.00	1.600		1.578	1,213	09/26/2018
3133EC7L2	341	Fed. Farm Credit Bank		03/22/2013	1,000,000.00	994,910.00	999,351.92	1.290		1.289	1,474	06/14/2019
3136G26H5	352	Fed. Nat'l Mortgage Assoc		09/30/2014	2,000,000.00	2,010,020.00	2,000,000.00	2.000		1.973	1,582	09/30/2019
3136G26U6	356	Fed. Nat'l Mortgage Assn (c)		10/07/2014	2,000,000.00	2,027,800.00	2,000,000.00	2.000	AAA	1.973	1,599	10/17/2019
3130A4S52	367	Fed. Home Loan Bank		03/30/2015	1,000,000.00	998,200.00	1,000,000.00	1.000		2.178	1,764	03/30/2020
3130A4S86	368	Fed. Home Loan Bank		03/30/2015	1,000,000.00	996,890.00	1,000,000.00	1.250		2.112	1,764	03/30/2020
313381YN9	340	Fed. Home Loan Bank		03/21/2013	1,000,000.00	999,600.00	1,000,000.00	1.000		1.856	1,901	08/14/2020
3136G1FL8	347	Fed. Nat'l Mortgage Assoc		04/26/2013	1,000,000.00	994,290.00	1,006,705.62	1.820		1.660	1,914	08/27/2020
3133ECDX9	342	Fed. Farm Credit Bank		03/25/2013	1,000,000.00	992,430.00	998,916.76	1.840		1.835	2,075	02/04/2021
Subtotal and Average			22,875,978.23		22,000,000.00	21,978,670.00	22,004,974.30			1.411	1,327	

**The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
May 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity
Total and Average			54,023,668.61		55,496,504.90	55,594,385.05	55,530,013.01			1.102	714

**2006 A Bonds
Portfolio Management
Portfolio Summary
May 31, 2015**

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	6.14	6.14	6.14	100.00	1	1	0.339	0.343
Investments	6.14	6.14	6.14	100.00%	1	1	0.339	0.343

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	0.00	1,220.79
Average Daily Balance	6.14	
Effective Rate of Return	0.00%	

Kevin
Kevin McCarthy, Agency Treasurer

Reporting period 05/01/2015-05/31/2015

Run Date: 06/10/2015 - 12:05

**2006 A Bonds
Portfolio Management
Portfolio Details - Investments
May 31, 2015**

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			3.22	3.22	3.22	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			6.14		6.14	6.14	6.14			0.343	1	
Total and Average			6.14		6.14	6.14	6.14			0.343	1	

**RDA Series 2010 A Bonds
Portfolio Management
Portfolio Summary
May 31, 2015**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	780,758.24	780,758.24	780,758.24	100.00	1	1	0.000	0.000
Investments	780,758.24	780,758.24	780,758.24	100.00%	1	1	0.000	0.000

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	0.00	207.29
Average Daily Balance	780,752.14	
Effective Rate of Return	0.00%	

Kevin
Kevin McCarthy, Agency Treasurer

Reporting period 05/01/2015-05/31/2015

Run Date: 06/10/2015 - 12:08

**RDA Series 2010 A Bonds
Portfolio Management
Portfolio Details - Investments
May 31, 2015**

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		07/01/2014	780,702.95	780,702.95	780,702.95			0.000	1	
SYS14	13	2010 A Bonds Principal		07/01/2014	54.93	54.93	54.93			0.000	1	
SYS4	4	2010 A Bonds Interest			0.36	0.36	0.36	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		07/01/2014	0.00	0.00	0.00			0.000	1	
SYS3	3	UBC Cost Of Issuance Escrow		07/01/2014	0.00	0.00	0.00			0.000	1	
Subtotal and Average			780,752.14		780,758.24	780,758.24	780,758.24			0.000	1	
Total and Average			780,752.14		780,758.24	780,758.24	780,758.24			0.000	1	



**Series 2014 A Bonds
Portfolio Management
Portfolio Summary
May 31, 2015**

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	6.66	6.66	6.66	100.00	1	1	0.000	0.000
Investments	6.66	6.66	6.66	100.00%	1	1	0.000	0.000

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	0.00	0.00
Average Daily Balance	6.66	
Effective Rate of Return	0.00%	

Kevin McCarthy 6/15/15
 Kevin McCarthy, Agency Treasurer

Reporting period 05/01/2015-05/31/2015

Run Date: 06/15/2015 - 14:32

**Series 2014 A Bonds
Portfolio Management
Portfolio Details - Investments
May 31, 2015**

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	0.65	0.65	0.65			0.000	1	
SYS27	27	2014 Debt Service		09/08/2014	0.13	0.13	0.13			0.000	1	
SYS24	1	UBC Cost Of Issuance Escrow		07/01/2014	0.00	0.00	0.00			0.000	1	
Subtotal and Average			6.66		6.66	6.66	6.66			0.000	1	
Total and Average			6.66		6.66	6.66	6.66			0.000	1	

**City of Indian Wells
Portfolio Management
Portfolio Summary
May 31, 2015**

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	4.14	4.14	4.14	0.00	1	1	1.528	1.550
Checking Accounts with Fiscal Agent	1,686,811.81	1,686,811.81	1,686,811.81	100.00	1	1	0.204	0.207
Investments	1,686,815.95	1,686,815.95	1,686,815.95	100.00%	1	1	0.204	0.207

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	303.58	2,442.30
Average Daily Balance	1,407,899.80	
Effective Rate of Return	0.25%	

Kevin McCarthy
Kevin McCarthy, Finance Director

Reporting period 05/01/2015-05/31/2015

Run Date: 06/24/2015 - 10:10

**City of Indian Wells
Portfolio Management
Portfolio Details - Investments
May 31, 2015**

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			1.30	1.30	1.30	0.410		0.404	1	
SYS14	14	Union Bank of California		07/01/2014	0.00	0.00	0.00	5.110		5.040	1	
SYS15	15	Union Bank of California		07/01/2014	0.00	0.00	0.00	5.110		5.040	1	
SYS16	16	Union Bank of California		07/01/2014	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			4.14		4.14	4.14	4.14			1.528	1	
Checking Accounts with Fiscal Agent												
SYS6	6	The Golf Resort at Indian Well		07/01/2014	1,337,513.82	1,337,513.82	1,337,513.82			0.000	1	
SYS7	7	Indian Wells Villas			43,829.32	43,829.32	43,829.32	1.000		0.986	1	
SYS10	10	Mountain View Villas			305,468.67	305,468.67	305,468.67	1.000		0.986	1	
Subtotal and Average			1,407,895.66		1,686,811.81	1,686,811.81	1,686,811.81			0.204	1	
Total and Average			1,407,899.80		1,686,815.95	1,686,815.95	1,686,815.95			0.204	1	



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

Legislation Text

File #: 1189-15, Version: 1

FAMD Warrants and Demands
RECOMMENDED ACTION:

Council APPROVES the June 18, 2015 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
06/18/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47491	6/18/2015		M & M SWEEPING, INC.		
		37066	FAMD STORM DAMAGE CLEANUP SERVICES FOR SEPT, 2014	61,800.00	
		38453	FAMD STORM DAMAGE STREET SWEEPING SERVICE FOR APR 27 TO APR 29, 2015	6,730.00	
		37381	FAMD (32) DRAIN CLEANING & (1) CHEROKEE ROAD DRAIN CLEANING SVC FOR NOV, 2014	3,975.00	
		37764	FAMD (33) DRAINS CLEANING SERVICE FOR JAN, 2015	2,550.00	
		38138	FAMD (33) DRAINS CLEANING SERVICE FOR MAR, 2015	2,550.00	
		38520	FAMD (33) DRAINS CLEANING SERVICE FOR MAY, 2014	2,550.00	
		36548	FAMD (32) DRAINS CLEANING SERVICE FOR JUL, 2014	2,475.00	
		36951	FAMD (32) DRAINS CLEANING SERVICE FOR SEPT, 2014	2,475.00	
		36495	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING SVC FOR JUL,2014	2,050.00	
		36697	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING SVC FOR AUG, 2015	2,050.00	
		36885	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING SVC FOR SEPT, 2014	2,050.00	
		37111	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING SVC FOR OCT, 2014	2,050.00	
		37327	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING SVC FOR NOV, 2014	2,050.00	
		37527	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING SVC FOR DEC, 2014	2,050.00	
		37709	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS FOR JAN, 2015	2,050.00	
		38065	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING SVC FOR FEB, 2015	2,050.00	
		36905	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING DUE TO STORM	2,050.00	
		38444	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING SVC FOR APR, 2015	2,050.00	
		38640	FAMD WEST OF MANITOU CURB DRAINS & (9) STREET DRAINS CLEANING SVC FOR MAY, 2015	2,050.00	
		36496	FAMD EAST OF MANITOU CURB DRAINS CLEANING FOR JUL, 2014	800.00	
		36698	FAMD EAST OF MANITOU CURB DRAINS CLEANING SERVICE FOR AUG, 2014	800.00	
		36886	FAMD EAST OF MANITOU CURB DRAINS CLEANING SERVICE FOR SEPT, 2014	800.00	
		37112	FAMD EAST OF MANITOU CURB DRAINS CLEANING SERVICE FOR OCT, 2014	800.00	
		37328	FAMD EAST OF MANITOU CURB DRAINS CLEANING SERVICE FOR NOV, 2014	800.00	
		37533	FAMD EAST OF MANITOU CURB DRAINS CLEANING SERVICE FOR DEC, 2014	800.00	
		37708	FAMD EAST OF MANITOU CURB DRAINS FOR JAN, 2015	800.00	
		38064	FAMD EAST OF MANITOU CURB DRAINS FOR FEB, 2015	800.00	
		36904	FAMD EAST OF MANITOU CURB DRAINS CLEANING DUE TO STORM DAMAGE IN SEPT, 2014	800.00	
		38443	FAMD EAST OF MANITOU CURB DRAINS CLEANING SERVICE FOR APR, 2015	800.00	

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
06/18/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		38641	FAMD EAST OF MANITOU DRAIN CLEANING SERVICES FOR MAY, 2015	800.00	116,455.00
47497	6/18/2015		UNIVERSAL PROTECTION SERVICE		
		1496469	FAMD SECURITY SERVICES FOR MAY 1-MAY 28, 2015	57,374.08	57,374.08
47494	6/18/2015		PREMIER HOLIDAY DESIGN		
		201567	FAMD MANITOU HOLIDAY LIGHTING DESIGN & DECORATING SERVICES FOR 2014	6,135.00	
		201568	FAMD CLUB DR HOLIDAY LIGHTING DESIGN & DECORATING SERVICES FOR 2014	1,815.00	7,950.00
47490	6/18/2015		DESERT RESORT MANAGEMENT INC.		
		DRM018446	FAMD MANAGEMENT SERVICES FOR JUN, 2015	5,768.00	5,768.00
47499	6/18/2015		WALLACE & ASSOCIATES, INC.		
		2014-03-FAMD	FAMD QUAIL RUN SINKHOLES STORM DAMAGE ENGINEERING SERVICES FOR SEPT, 2014	1,430.00	
		2014-02-FAMD	FAMD AUGUST STORM EMERGENCY ENGINEERING SERVICES	610.00	
		2014-04-FAMD	FAMD QUAIL RUN SINKHOLE STORM DAMAGE ENGINEERING SERVICES FOR SEPT, 2014	125.00	
		2014-05-FAMD	FAMD QUAIL RUN SINKHOLES STORM DAMAGE ENGINEERING SERVICES FOR NOV, 2014	125.00	2,290.00
47488	6/18/2015		CONSERVE LANDCARE		
		10229	FAMD LANDSCAPE MAINTENANCE FOR JUN, 2015	1,840.00	
		10149	FAMD EXTRA LANDSCAPE MAINTENANCE SERVICES FOR MAY 20, 2015	165.00	
		10150	FAMD EXTRA LANDSCAPE MAINTENANCE SERVICE FOR MAY 18, 2015	35.00	2,040.00
47489	6/18/2015		DESERT PROPERTIES LIGHT MAINT.		
		15812	FAMD LIGHTING MAINTENANCE REPAIR ON MAY 13, 2015	499.06	
		15831	FAMD CLUB & MANITOU ENTRIES LIGHTING INSPECTION & MONTHLY MAINT FOR MAY, 2015	329.66	828.72
47498	6/18/2015		VERIZON CALIFORNIA		
		345-1307	FAMD MANITOU GUARD GATE PHONE SVC FOR MAY 19-JUN 18, 2015	539.98	
		345-1306	FAMD CLUB GUARD GATE PHONE SERVICE FOR MAY 16-JUN 15, 2015	215.57	755.55
47495	6/18/2015		STAPLES		
		1316429281	FAMD MISC OFFICE SUPPLIES FOR MAY 5, 2015	562.51	562.51
47486	6/18/2015		AMS		
		10526	FAMD SECURITY COMPUTER SOFTWARE MONTHLY SUPPORT FOR JUN, 2015	422.00	422.00

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**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
06/18/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47487	6/18/2015		COACHELLA VALLEY WATER DIST.		
		313223-844958	FAMD 45065 MANITOU UTILITIES FOR MAY, 2015	203.06	
		152597-419098	FAMD 45-301 CLUB DR UTILITIES FOR MAY, 2015	98.29	
		155649-422592	FAMD 45-105 MANITOU UTILITIES FOR MAY, 2015	47.58	348.93
47496	6/18/2015		TIME WARNER CABLE		
		8448410760024111	FAMD MANITOU DRIVE INTERNET SVC FOR MAR 23-JUN 22, 2015	124.95	
		8448410760024103	FAMD CLUB DRIVE INTERNET SVC FOR MAY 23-JUN 22, 2015	124.95	249.90
47492	6/18/2015		MANITOU SPRINGS HOA		
		8448410760024103	FAMD CLUB DRIVE INTERNET SVC REIMBURSEMENT FOR APR 23-MAY 22, 2015	124.95	
		8448410760024111	FAMD MANITOU DRIVE INTERNET SVC REIMBURSEMENT FOR APR 23-MAY 22, 2015	124.95	249.90
47493	6/18/2015		POWERFUL PEST		
		100425	FAMD CLUB & MANITOU GATEHOUSE PEST CONTROL SERVICE FOR JUN, 2015	61.80	61.80

14 checks in this report

TOTAL FAMD WARRANTS: 47486-47499 195,356.39



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

Legislation Text

File #: 1190-15, Version: 1

FAMD Warrants and Demands
RECOMMENDED ACTION:

Council APPROVES the July 2, 2015 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
07/02/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47596	6/30/2015		WALLACE & ASSOCIATES, INC.		
		2014-04-FAMD	9/29-11/2/14 FAMD ANNUAL CAPE AND SLURRY SEAL PROJECT	28,838.75	
		2014-02-FAMD	1/6-8/31/14 FAMD ANNUAL CAPE AND SLURRY SEAL PROGRAM	20,220.50	
		2014-03-FAMD	9/1-9/28/14 FAMD ANNUAL CAPE AND SLURRY SEAL PROJECT	3,009.75	
		2014-06-FAMD	12/14 FAMD MANITOU BRIDGE ENGINEERING AND DRAINAGE & HYDROLOGY STUDIES	2,845.00	
		2014-04-FAMD	9/29-11/2/14 FAMD DRAINAGE & HYDROLOGY STUDIES ENGINEERING SERVICES	2,040.00	
		2014-02-FAMD	1/6-8/31/14 FAMD PAVEMENT MANAGEMENT EVALUATION	1,960.00	
		2014-05-FAMD	11/3-11/30/14 FAMD DRAINAGE & HYDROLOGY STUDIES ENGINEERING SERVICES	1,130.00	
		2014-05-FAMD	11/3-11/30/14 FAMD ANNUAL CAPE AND SLURRY SEAL PROJECT	565.00	
		2014-02-FAMD	1/6-8/31/14 FAMD CLUB DRIVE PEDESTRIAN ACCESS ENGINEERING SERVICES	360.00	
		2014-03-FAMD	9/1-9/28/14 FAMD MANITOU PAVER CLEANING PROJECT SERVICES	220.00	
		2014-02-FAMD	1/6-8/31/14 FAMD VILLAGIO @ IWCC CURB ENGINEERING SERVICES	110.00	61,299.00
47584	6/30/2015		ASSOCIA ONCALL CALFORNIA, INC.		
		10619	3/15 FAMD MAINTENANCE SERVICES	7,931.00	
		OCA009471	5/14 FAMD MAINTENANCE SERVICES	1,451.76	
		M002213	4/13 FAMD MAINTENANCE SERVICES	1,069.78	
		5499	9/14 FAMD MAINTENANCE SERVICES	808.95	
		OCA007302	2/14 FAMD MAINTENANCE SERVICES	656.40	
		OCA009918	6/14 FAMD MAINTENANCE SERVICES	414.76	
		5500	9/14 FAMD MAINTENANCE SERVICES	342.00	
		5641	9/14 FAMD MAINTENANCE SERVICES	271.57	
		OCA008975	5/14 FAMD MAINTENANCE SERVICES	231.75	
		5228	9/14 FAMD MAINTENANCE SERVICES	150.00	
		OCA009775	6/14 FAMD MAINTENANCE SERVICES	149.83	
		OCA009670	6/14 FAMD MAINTENANCE SERVICES	119.21	
		OCA009671	6/14 FAMD MAINTENANCE SERVICES	100.00	
		OCA008976	5/14 FAMD MAINTENANCE SERVICES	98.94	
		OCA007301	2/14 FAMD MAINTENANCE SERVICES	90.00	
		5919	10/14 FAMD MAINTENANCE SERVICES	87.40	
		8294	12/14 FAMD MAINTENANCE SERVICES	78.75	

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**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
07/02/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		9253	1/15 FAMD MAINTENANCE SERVICES	78.32	
		7171	11/14 FAMD MAINTENANCE SERVICES	65.00	
		8133	12/14 FAMD MAINTENANCE SERVICES	65.00	
		4948	9/14 FAMD MAINTENANCE SERVICES	50.00	
		5918	10/14 FAMD MAINTENANCE SERVICES	50.00	
		OCA009790	6/14 FAMD MAINTENANCE SERVICES	45.00	14,405.42
47588	6/30/2015		M & M SWEEPING, INC.		
		38715	6/15 FAMD MONTHLY STREET SWEEPING & ADDITIONAL-MANITOU, IROQUOIS & CLUB	5,380.00	
		38252	3/15 FAMD WEST OF MANITOU CURB/STREE DRAINS CLEANING SVC	2,050.00	
		38832	6/15 FAMD WEST OF MANITOU CURB/STREE DRAINS CLEANING SVC	2,050.00	
		38253	3/15 FAMD EAST OF MANITOU DRAIN CLEANING SERVICES	800.00	
		38833	6/15 FAMD EAST OF MANITOU DRAIN CLEANING SERVICES	800.00	
		38668	6/15 EXTRA DRAIN CLEANING SERVICE	275.00	11,355.00
47594	6/30/2015		UNITED BROTHERS CONCRETE, INC.		
		225487	6/15 FAMD CURB, GUTTER AND CONCRETE REPAIR SERVICES	4,320.00	4,320.00
47585	6/30/2015		BEST, BEST & KRIEGER, L.L.P.		
		749819	5/15 FAMD LEGAL SERVICES	1,290.90	1,290.90
47592	6/30/2015		STAPLES		
		1335138971	6/15 FAMD MISC OFFICE SUPPLIES	966.99	966.99
47590	6/30/2015		SOUTHERN CALIFORNIA EDISON CO.		
		2-04-020-2624	5/15 UTILITIES-FAMD 45400 MANITOU DRIVE	629.59	
		2-01-570-2145	6/15 UTILITIES-FAMD 45301 CLUB DR	278.69	908.28
47595	6/30/2015		UNIVERSAL PROTECTION SERVICE		
		1499127	5/15 FAMD SECURITY SERVICES FUEL REIMBURSEMENT	874.80	874.80
47589	6/30/2015		SHARK POOLS, INC.		
		15240601	6/15 FAMD MANITOU WATER FEATURE MAINTENANCE	225.00	
		15240602	6/15 FAMD CLUB WATER FEATURE MAINTENANCE	185.00	
		15240501	5/15 FAMD MANITOU WATER FEATURE MAINTENANCE	125.00	
		15240502	5/15 FAMD CLUB WATER FEATURE MAINTENANCE	92.50	627.50

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**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
07/02/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47583	6/30/2015		APPLICATIONS BY DESIGN, INC.		
		27690	6/15 FAMD ACESS CONTROL SYSTEM HOSTING	625.00	625.00
47586	6/30/2015		CONSERVE LANDCARE		
		10310	5/31/15 FAMD EXTRA LANDSCAPE MAINTENANCE SERVICE	400.00	
		10342	6/4/15 FAMD EXTRA LANDSCAPE MAINTENANCE SERVICE	135.00	535.00
47593	6/30/2015		TIME WARNER CABLE		
		8448410760024103	6/23-7/22/15 FAMD CLUB DRIVE INTERNET SERVICE	124.95	
		8448410760024111	6/23-7/22/15 FAMD MANITOU DRIVE INTERNET SERVICE	124.95	249.90
47587	6/30/2015		DESERT PROPERTIES LIGHT MAINT.		
		16022	6/15 FAMD LIGHTING MAINTENANCE SERVICES	209.80	209.80
47591	6/30/2015		SPARKLETTS DRINKING WATER		
		14583030060115	6/15 FAMD CLUB/MANITOU GATEHOUSE FILTRATION SYSTEM RENTALS	124.48	124.48

14 checks in this report

TOTAL FAMD WARRANTS: 47583-47596 **97,792.07**



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

Legislation Text

File #: 1191-15, Version: 1

FAMD Warrants and Demands
RECOMMENDED ACTION:

Council APPROVES the July 16, 2015 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
07/16/2015 MEETING WARRANT LIST**

<u>CHECK #</u>	<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR NAME/DESCRIPTION</u>	<u>INVOICE AMT</u>	<u>CHECK TOTAL</u>
47639	7/16/2015		UNIVERSAL PROTECTION SERVICE		
		1521032	5/29-6/25/15 FAMD SECURITY SERVICES	55,836.51	
	7/16/2015		UNIVERSAL PROTECTION SERVICE		
		50512	7/13-1/15 CREDIT FAMD SECURITY SVCS CYCOP & VEHICLES	-2,536.00	53,300.51
47638	7/16/2015		COACHELLA VALLEY WATER DIST.		
		313223-844958	6/15 FAMD UTILITIES-45065 MANITOU DR	277.16	
		155649-422592	6/15 FAMD UTILITIES-45105 MANITOU DR	50.22	327.38
2 checks in this report					
				TOTAL FAMD WARRANTS: 47638-47639	53,627.89



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

Legislation Text

File #: 1186-15, Version: 1

City Warrants and Demands
RECOMMENDED ACTION:

Council APPROVES the June 18, 2015 City Warrants and Demands.

**CITY OF INDIAN WELLS
06/18/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47467	6/18/2015		RIVERSIDE COUNTY SHERIFF DEPT		
		SH0000025995	SHERIFF DEPUTIES, MILEAGE, FORENSIC TECH, LIEUTENANT, CSO FOR OCT 16-NOV 12, 2015	270,643.09	
		SH0000026013	SHERIFF DEPUTIES, MILEAGE, FORENSIC TECH, LIEUTENANT, CSO FOR MAR 5-APR 1, 2015	211,252.86	
		SH0000026145	SHERIFF DEPUTIES, MILEAGE, LIEUTENANT, CSO CONTRACT SVCS FY14/15 RATE ADJUSTMENT	158,866.58	640,762.53
47428	6/18/2015		BEST, BEST & KRIEGER, L.L.P.		
		742891	D.HANSON VS CITY OF INDIAN WELLS LEGAL SERVICES FOR JAN, 2015	16,261.90	
		740150	D.HANSON VS CITY OF INDIAN WELLS LEGAL SERVICES FOR DEC, 2014	15,614.75	
		746179	D.HANSON VS CITY OF INDIAN WELLS LEGAL SERVICES FOR MAR, 2015	7,962.03	
		747886	D.HANSON VS CITY OF INDIAN WELLS LEGAL SERVICES FOR APR, 2015	4,448.64	
		744374	D.HANSON VS CITY OF INDIAN WELLS LEGAL SERVICES FOR FEB, 2015	2,593.95	46,881.27
47465	6/18/2015		RIVERSIDE CO. SHERIFF'S DEPT.		
		SH0000026230	RECORDS MANAGEMENT SYSTEM-CLETS CRIMINAL INFORMATION FOR FY 2014/15	36,743.00	36,743.00
47418	6/1/2015		PLATINUM PLUS FOR BUSINESS		
		1566	STATE OF THE CITY FOOD & BEVERAGE, ROOM RENTAL AND A/V EQUIPMENT RENTALS	6,660.78	
		4964	2015 TRANSFORMING LOCAL GOVERNMENT SEMINAR HOTEL & MEAL EXPENSE FOR N.WERNER	734.81	
		4964	2015 TRANSFORMING LOCAL GOVERNMENT SEMINAR HOTEL EXPENSE & PARKING FEES	728.46	
		4964	2015 TRANSFORMING LOCAL GOVERNMENT SEMINAR HOTEL EXPENSE FOR K.MCCARTHY	670.26	
		4964	AUDIO VISUAL EQUIPMENT SUPPLIES FOR OFFSITE COUNCIL MEETING RECORDINGS	608.89	
		4964	1-YEAR MONITORING SYSTEM SOFTWARE LICENSE	400.00	
		7142	(10) CENTERPIECES FOR COMMITTEE/COMMISSIONERS RECOGNITION DINNER ON APR 15, 2015	381.50	
		4964	AMAZON WEB OFFSITE BACKUP SERVICES FOR APR, 2015	380.12	
		7384	WORK ZONE TEMPORARY TRAFFIC CONTROL TECH WORKSHOP REGISTRATION C.WIGGINS	255.00	
		5493	CALGREEN CHANGES AND NON-RESIDENTIAL ENERGY CODE SEMINARS REGISTRATION-C.DEGROOT	240.00	
		4964	AUDIO VISUAL EQUIPMENT SUPPLIES FOR OFFSITE COUNCIL MEETING RECORDINGS	238.88	
		7142	CITY COUNCIL MEETING LUNCH ON APR 16, 2015	233.06	
		7384	LED POWER SUPPLY FOR MONUMENT LIGHT REPAIR AT INDIAN WELLS LANE	217.36	
		1864	(1) MONROE 10-KEY CALCULATOR FOR N.ROJO FINANCE DEPT	212.08	
		7384	PUBLIC WORKS STRATEGIC PLANNING MEETING ROOM RESERVATION & BEVERAGE COST DEPOSIT	160.07	
		4964	(3) YEAR DOMAIN NAME REGISTRATION & REINSTATEMENT FEE-CITYOFINDIANWELLS.ORG	136.00	
		5493	INTERNATIONAL CODE COUNCIL GOVERNMENTAL MEMBER DUES FOR W.MORELION	125.00	
		7384	IMSA TRAFFIC SIGNAL WORKSHOP REGISTRATION M.DAN ON JUN 1-2, 2015	120.00	
		4964	TRANSFORMING LOCAL GOVERNMENT MEAL EXPENSE FOR N.WERNER, K.MCCARHTY & D.GASSAWAY	114.02	
		7384	(1) 2015 GREENBOOK-STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	107.96	
		7142	EXECUTIVE CONFERENCE ROOM KITCHENETTE AREA COFFEE SUPPLY FOR APR 2015	107.03	
		4964	SMARTDRAW SOFTWARE RENEWAL FOR CITY FLOW CHARTS	106.92	
		7142	(2) \$50 GIFT CARDS FOR SENIOR HOUSING MANAGEMENT INTERVIEW PANELIST	100.00	
		5493	(1) 2014 CA ACCESS SPECIALISTS HANDBOOK COMPLIANCE MANUAL FOR BUILDING DEPT	98.94	
		4964	TRANSFORMING LOCAL GOVERNMENT MEAL EXPENSE FOR N.WERNER, K.MCCARHTY & D.GASSAWAY	80.52	
		1566	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL FULL MEMBERSHIP FOR M.WILKEY	75.00	

CITY OF INDIAN WELLS
06/05/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		4964	TRANSFORMING LOCAL GOVERNMENT MEAL EXPENSE FOR N.WERNER, K.MCCARHTY & D.GASSAWAY	61.39	
		4964	TRANSFORMING LOCAL GOVERNMENT MEAL EXPENSE FOR N.WERNER, K.MCCARHTY & D.GASSAWAY	61.39	
		7384	45-200 CLUB DRIVE WOMEN'S RESTROOM PARTITION SUPPLIES	45.50	
		4964	TRANSFORMING LOCAL GOVERNMENT MEAL EXPENSE FOR N.WERNER, K.MCCARHTY & D.GASSAWAY	41.66	
		4964	TRANSFORMING LOCAL GOVERNMENT FUEL EXPENSE FOR N.WERNER, K.MCCARHTY & D.GASSAWAY	34.30	
		4964	TRANSFORMING LOCAL GOVERNMENT MEAL EXPENSE N.WERNER, K.MCCARHTY & D.GASSAWAY	29.76	
		1864	(2) CASTER WHEEL REPLACEMENTS FOR A.DALLOSTA DESK CHAIR	27.97	
		4964	TRANSFORMING LOCAL GOVERNMENT FUEL EXPENSE FOR N.WERNER, K.MCCARHTY & D.GASSAWAY	20.01	
		5493	MONTHLY FORECLOSURE COMPLETE PROPERTY PROFILE SEARCH SERVICE FOR MAY, 2014	20.00	
		4964	(2) 1-YEAR DOMAIN NAME REGISTRATION RENEWALS-HELPPFORHOMELESS.ORG	19.16	
		4964	3% INTERNATIONAL TRANSACTION FEE FROM WWW.PAESSLER.COM	12.00	
		5061	DIGITAL ACCESS OF THE DESERT SUN FOR THE MONTH OF APR, 2015	10.00	
		7142	EDIBLE ITEMS FOR CITY COUNCIL MEETING ON APR 16, 2015	9.97	
		7142	(1) PACK OF THANK YOU CARD STOCK SUPPLY FOR CITY MANAGERS DEPT	8.10	
		4964	CONFERENCE CALL SERVICE FEES FOR MAR 22-APR 22, 2015	2.38	
		4964	CREDIT TRANSFORMING LOCAL GOVERNMENT CONFERENCE FUEL MASTERCARD REBATE	-0.20	
		4964	CREDIT TRANSFORMING LOCAL GOVERNMENT CONFERENCE FUEL MASTERCARD REBATE	-0.34	
		1566	HOTEL FAM (FAMILIARIZATION) AT BNP PARIBAS SUITE 332 ON MAR 19-20, 2015	9,109.42	22,805.13
47479	6/18/2015		VACATION RENTAL COMPLIANCE,LLC		
		289	VACATION RENTAL COMPLIANCE SERVICES FOR MAY, 2015	6,900.00	6,900.00
47419	6/5/2015		SOUTHERN CALIFORNIA EDISON CO.		
		2-10-345-9178	ELDORADO/HWY 111/COOK/FRED WARING/CIELITO/OSAGE/PALMERAS UTILITIES FOR MAY, 2015	5,202.57	
		2-30-405-2939	75-254 1/2 HWY 111 UTILITIES FOR MAY, 2015	118.41	
		2-26-446-8521	77-440 1/2 MILES AVE TC1 UTILITIES FOR MAY, 2015	98.31	
		2-28-811-8524	79 DESERT HORIZON/HWY 111 SIGNAL UTILITIES FOR MAY, 2015	72.00	
		2-28-811-8367	79 HIGHWAY 111 CLUB LOT UTILITIES FOR MAY, 2015	56.37	
		2-28-811-8425	INDIAN WELLS/HWY 111 TC1 UTILITIES FOR MAY, 2015	55.70	
		2-28-811-8466	79 HWY 111-ELDORADO SIGNAL UTILITIES FOR MAY, 2015	51.70	
		2-30-405-3051	75-256 1/2 HWY 111 UTILITIES FOR MAY, 2015	50.97	5,706.03
47425	6/18/2015		B.G. STRUCTURAL ENGINEERING		
		917.566	75-001 VINTAGE DRIVE WEST PLAN CHECK SVCS-ENGINEER, ARCHITECTURE, & MEP	3,525.00	
		917.591	46-585 ELDORADO DRIVE PRINCIPAL ENGINEER & ARCHITECTURE PLAN CHECK SVCS	487.50	
		917.593	75-299 MORNING STAR DR PRINCIPLE ENGINEER PLAN CHECK SVCS	150.00	
		917.592	75796 VIA PISA PRINCIPAL ENGINEER & ARCHITECTURE PLAN CHECK SVCS	112.50	4,275.00
47435	6/18/2015		COACHELLA VALLEY ASSOC OF GOVT		
		MAY15	TUMF COLLECTED FOR MAY, 2015	3,674.88	3,674.88
47448	6/18/2015		JOE A. GONSALVES & SON		
		25278	LEGISLATIVE ADVOCACY SERVICES FOR JUN, 2015	3,000.00	3,000.00

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CITY OF INDIAN WELLS
06/05/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47436	6/18/2015		COACHELLA VALLEY WATER DIST.		
		281269-740542	OSAGE TRL LOT 30 UTILITIES FOR MAY, 2015	358.22	
		153215-419808	MILES AVE/WARNER TRL UTILITIES FOR MAY, 2015	310.06	
		313547-845300	MILES AVE EAST OF WARNER TRL UTILITIES FOR MAY, 2015	269.74	
		317055-849582	LLMD A2 RANCHO PALMERAS DR UTILITIES FOR MAY, 2015	238.52	
		281271-740546	45-410 COOK ST UTILITIES FOR MAY, 2015	206.60	
		324083-740422	SANDPIPER DR/MANITOU UTILITIES FOR MAY, 2015	151.16	
		155805-422752	HWY 111 EAST OF CLUB DR UTILITIES FOR MAY, 2015	134.36	
		155581-422504	COOK ST CENTER MEDIAN UTILITIES FOR MAY, 2015	134.36	
		542759-418520	SANDPIPER DR/MANITOU UTILITIES FOR MAY, 2015	93.48	
		314309-846198	75420 MANSFIELD DR UTILITIES FOR MAY, 2015	88.30	
		152175-418598	44502 ELDORADO DR UTILITIES FOR MAY, 2015	71.08	
		152067-418436	44-860 ELDORADO DRIVE UTILITIES FOR MAY, 2015	67.04	
		331197-849962	LLMD A2 RANCHO PALMERAS DR UTILITIES FOR MAY, 2015	61.32	
		152073-418442	44-950 ELDORADO DRIVE UTILITIES FOR MAY, 2015	60.16	
		314329-846220	45585 ELDORADO DR UTILITIES FOR MAY, 2015	59.32	
		134443-394192	44010 SUPERIOR COURT UTILITIES FOR MAY, 2015	50.68	
		152071-418440	44-500 INDIAN WELLS LANE UTILITIES FOR MAY, 2015	50.22	
		314511-846428	44500 INDIAN WELLS LN UTILITIES FOR MAY, 2015	49.10	
		152599-419102	45318 INDIAN WELLS LN UTILITIES FOR MAY, 2015	48.12	
		314503-846420	OSAGE TRL MEDIAN WEST OF PAWNEE UTILITIES FOR MAY, 2015	47.00	
		152069-418438	FIRE STATION #55 UTILITIES FOR MAY, 2015	42.38	
		152173-418596	ELDORADO DR SE CORNER OF OSAGE TRL UTILITIES FOR MAY, 2015	40.28	
		314499-846416	OSAGE TRL LOT 4 UTILITIES FOR MAY, 2015	36.92	
		152575-419066	45200 CLUB DR UTILITIES FOR MAY, 2015	32.30	
		155761-422706	INCA DRIVE UTILITIES FOR MAY, 2015	30.20	
		155641-422578	44980 COOK ST UTILITIES FOR MAY, 2015	30.20	
		281233-740500	76625 HWY 111 UTILITIES FOR MAY, 2015	23.50	
		152991-419528	HWY 111 UTILITIES FOR MAY, 2015	23.50	
		308623-839674	INDIAN WELLS LANE MEDIANS UTILITIES FOR MAY, 2015	19.00	
		281261-740534	44-860 ELDORADO DR UTILITIES FOR MAY, 2015	15.00	
		281263-740536	MILES AVE EAST OF WARNER TRL UTILITIES FOR MAY, 2015	10.00	2,852.12
47484	6/18/2015		WAUSAU TILE INC.		
		483967	(7) CITYWIDE BACKLESS BUS SHELTER BENCHES	2,721.60	2,721.60
47464	6/18/2015		RA STRUCTURAL ENGINEERING		
		B00-012-012-1	75400 QUAIL COVE DRIVE PLAN CHECK SERVICES FOR MAR 30-MAY 6, 2015	1,820.00	
		B00-012-260-1	75437 DESERT PARK DRIVE PLAN CHECK SERVICES ON APR 18-30, 2015	650.00	2,470.00
47427	6/18/2015		BAY CITY ELECTRIC WORKS		
		W142545	CITY HALL GENERATOR PREVENTATIVE MAINTENANCE SERVICE	1,253.27	
		W142564	E.O.C. GENERATOR PREVENTATIVE MAINTENANCE SERVICE	907.49	
		W142539	(1) E.O.C. GENERATOR BATTERY	203.76	

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2,364.52

CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47461	6/18/2015		PROPER SOLUTIONS		
		2853	RECEPTIONIST & COMMUNITY DEVELOPMENT TEMP SVC FOR MAY 11-15, 2015	1,039.50	
		2909	RECEPTIONIST, COMMUNITY DEVELOPMENT & CITY CLERK TEMP SVC FOR MAY 26-29, 2015	792.00	
		2828	RECEPTIONIST TEMP SERVICES FOR MAY 4 TO MAY 8, 2015	415.80	2,247.30
47485	6/18/2015		WEX BANK		
		41052355	CITY FLEET VEHICLES FUEL SUPPLY FOR MAY, 2015	2,124.07	2,124.07
47451	6/18/2015		JP TREE CARE CERTIFD ARBORIST		
		11968	77-220 IROUOIS ABATEMENT LANDSCAPE SERVICES	2,085.00	2,085.00
47460	6/18/2015		PRINTING PLACE		
		150925	PRINT (5,000) 8-PAGE MAY-JUN, 2015 NEWSLETTER PRINTING	1,695.00	1,695.00
47472	6/18/2015		STRYKER SALES CORPORATION		
		1589181	(1)-YEAR PROTECT MAINTENANCE AGREEMENT FOR AMBULANCE GURNEY JUL 2014-JUN 2015	1,582.00	1,582.00
47468	6/18/2015		SEAL ELECTRIC, INC.		
		003	77476 CHEYENNE ELECTRICAL ,CABLE & COMMUNICATIONS CONDUIT INSTALLATION(RULE 20B)	1,140.00	1,140.00
47430	6/18/2015		BMW MOTORCYCLES OF RIVERSIDE		
		6010545/1	2011 BMW TRAFFIC MOTORCYCLE TIRE & BRAKE MAINTENANCE SERVICES	1,026.92	1,026.92
47482	6/18/2015		VERMILLION ENVIRONMENTAL		
		15-05-12	(2) ACRES VACANT LOT DUST CONTROL APPLICATION-STOCKPILES SOUTH OF MILES	900.00	900.00
47475	6/18/2015		TIME WARNER CABLE		
		8448410760148720	CITY HALL INTERNET SERVICES FOR JUN 6-JUL 5, 2015	889.00	889.00
47476	6/18/2015		TOTALFUNDS BY HASLER		
		2578	CITY HALL POSTAGE METER ADVANCED DEPOSIT FOR JUN, 2015	868.54	868.54
47471	6/18/2015		STAPLES		
		3265799002	MISC OFFICE SUPPLIES FOR MAY 4, 2015	395.61	
		3266377649	MISC OFFICE SUPPLIES FOR MAY 12, 2015	263.02	
		3266377650	MISC OFFICE SUPPLIES FOR MAY 14, 2015	172.78	
		3266377651	MISC OFFICE SUPPLY FOR MAY 14, 2015	24.94	856.35
47437	6/18/2015		CORELOGIC INFORMATION		
		81510973	REALQUEST ONLINE REAL ESTATE DATA FOR MAY, 2015	825.00	825.00
47454	6/18/2015		LUMPKIN, RUSSELL L.		
		DTD 5/29/15	BLDG INSPECTION, PLAN REVIEW, PERMIT ISSUANCE & CODE ENFORCEMENT FOR MAY 22-29	792.00	1570

CITY OF INDIAN WELLS
06/05/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47424	6/18/2015		AVILA, ANGELICA		
		SCHOOL REIMB	EDUCATION REIMBURSEMENT FOR SPRING TERM 2015	781.52	781.52
47450	6/18/2015		JOSLYN COVE COMM. SENIOR CTR		
		8706	7% IW PORTION FOR JOSLYN CENTER LOBBY FURNITURE UPGRADE	707.34	707.34
47449	6/18/2015		JOHN DEERE LANDSCAPES		
		71848027	CITY LANDSCAPE IRRIGATION SUPPLIES	540.94	
		71941820	LANDSCAPE IRRIGATION SUPPLIES	118.44	659.38
47442	6/18/2015		GREAT AMERICA FINANCIAL SVCS		
		17021709	CANON IR 4045 & IR 7105 COPIER LEASE FOR JUN, 2015	626.83	626.83
47463	6/18/2015		PUBLIC RECORD		
		17149	CITY CLERK DEPT LEGAL NOTICES-PUBLIC NOTICE RESO NO.2015-21 ON MAY 5, 2015	243.00	
		17148	CITY CLERK DEPT LEGAL NOTICES-PUBLIC NOTICES RESO NO 2015-15 ON MAY 5, 2015	204.00	
		17147	CITY CLERK DEPT LEGAL NOTICES-NOTICE OF PUBLIC HEARING ON MAY 5-12, 2015	168.00	615.00
47457	6/18/2015		MICROSOFT		
		E03000Z3DB	(5) ADDITIONAL MICROSOFT OFFICE 365 USER LICENSES FOR APR 1, 2015-OCT 31, 2015	556.11	556.11
47439	6/18/2015		DESERT AIR CONDITIONING, INC.		
		150602	AIR CONDITIONING SERVICE REPAIR AT 45-200 CLUB DRIVE	552.00	552.00
47443	6/18/2015		HEPTAGON SEVEN CONSULTING, NC.		
		20140503	IW VILLAGE RULE 20B UTILITY UNDERGROUNDING MGMT SVCS FOR APR 4-MAY 15, 2015	540.00	540.00
47441	6/18/2015		GRAPHTEK INTERACTIVE		
		9774-1	DESIGN (350) 2015 MEMORIAL DAY PROGRAMS	509.20	509.20
47456	6/18/2015		MCKINNEY, WADE G.		
		REIMB	LEAGUE OF CA CITIES 2015 ANNUAL CONFERENCE REGISTRATION REIMB FOR SEPT 30-OCT 2	500.00	500.00
47483	6/18/2015		VINTAGE ASSOCIATES		
		SI-160589	HWY 111 MEDIAN LANDSCAPE MAINTENANCE FOR JUNE, 2015	450.00	450.00
47433	6/18/2015		CANON FINANCIAL SERVICES, INC		
		14959244	CW300 & SCEXPN WIDE FORMAT COPIER/SCANNER LEASE FOR JUN, 2015	447.12	447.12
47440	6/18/2015		FULTON DISTRIBUTING		
		353878	CITY JANITORIAL SUPPLIES	444.13	444.13
47432	6/18/2015		CAM STONE'S AUTOMOTIVE		
		68090	2005 CHEVY TRAIL BLAZER VEHICLE MAINTENANCE & REPAIR SERVICES	299.57	
		68196	2005 CHEVY TRAIL BLAZER SMOG CHECK SERVICE	50.75	

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CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		68200	2008 FORD F150 SMOG CHECK SERVICE	50.75	401.07
47455	6/18/2015		MARK CIESLIKOWSKI PHOTOGRAPHY		
		5667	MEMORIAL DAY PHOTOGRAPHY SHOOTING FEE & DVD BURNING SVCS MAY 25, 2015	356.40	356.40
47420	6/8/2015		EMPLOYMENT DEVELOPMENT DEPT		
		00370351-360	PAYROLL-T.PEABODY 6/5/2015	325.22	325.22
47444	6/18/2015		HIGH TECH IRRIGATION, INC.		
		405861	CITY WASH IRRIGATION SUPPLIES	313.55	313.55
47478	6/18/2015		TYLER TECHNOLOGIES, INC.		
		045-135489	EDEN CASH RECEIPTS CONFERENCE CONSULTATION FEE ON MAY 6, 2015	300.00	300.00
47480	6/18/2015		VERIZON CALIFORNIA		
		341-3179	CITY HALL FIRE/ALARM PHONE LINE SERVICE FOR MAY 25-JUN 24, 2015	164.78	
		346-0407	CITY HALL FAX SERVICE FOR MAY 19-JUN 18, 2015	110.63	275.41
47431	6/18/2015		CADENCE COMMUNICATIONS		
		081773	SHORT-TERM RENTAL HOTLINE NUISANCE AND NOISE COMPLAINT MONITORING SVC FOR APR	266.50	266.50
47462	6/18/2015		PRUDENTIAL OVERALL SUPPLY		
		22058277	CITY TOWEL, MATS & AIR FRESHENER SUPPLIES FOR MAY 27, 2015	140.72	
		22054730	CITY TOWEL, MATS & AIR FRESHENER SUPPLIES FOR MAY 20, 2015	112.63	253.35
47469	6/18/2015		SOUTHERN CALIFORNIA EDISON CO.		
		2-10-366-7440	44-210 1/2 COOK & 76-105 1/2 FRED WARING UTILITIES FOR MAY, 2015	115.73	
		2-10-366-7580	44-950 ELDORADO, 45-826 IW LN, ELDORADO/FW & PORTOLA/VINTAGE UTILITIES FOR MAY	79.91	
		2-36-295-8456	MILES AVE & WARNER TRL UTILITIES FOR MAY, 2015	44.43	
		2-35-530-3157	FAIRWAY DR & WILLIAMS RD STREET LIGHT UTILITIES FOR MAY, 2015	11.13	251.20
47477	6/18/2015		TROPICAL PLANT SERVICES		
		21608	INDOOR PLANT MAINTENANCE SERVICE FOR MAY, 2015	205.00	205.00
47447	6/18/2015		INLAND POWER EQUIPMENT CO.		
		122620	ECHO HAND HELD BLOWER EQUIPMENT REPAIR SERVICE	183.55	183.55
47481	6/18/2015		VERIZON WIRELESS		
		9746291784	CITY, CSO & BURGLARY SUPPRESSION UNIT CELLULAR PHONES FOR APR 26-MAY 25, 2015	180.02	180.02
47474	6/18/2015		TELEPACIFIC COMMUNICATIONS		
		67025141-0	EMERGENCY PHONE SERVICE FOR MAY 16-JUN 15, 2015	157.32	157.32
47438	6/18/2015		COSTCO-HSBC BANK USA		
		068889	MAY BIRTHDAY EVENT LUNCH & SUPPLIES	106.99	
		069140	MAY BIRTHDAY EVENT LUNCH	10.75	117.74

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117.74

CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47470	6/18/2015		SOUTHERN CALIFORNIA GAS CO.		
		16102760622	44900 ELDORADO DRIVE FIRE STATION UTILITIES FOR MAY 1-JUN 2, 2015	61.44	
		15892760008	44860 ELDORADO CORP YARD UTILITIES FOR MAY 1-JUN 2, 2015	33.13	
		16312760008	44950 ELDORADO DRIVE CITY HALL UTILITIES FOR MAY 1-JUN 2, 2015	18.52	113.09
47453	6/18/2015		LOCK SHOP, INC., THE		
		BB00026838	(6) PADLOCKS FOR PUBLIC WORKS DEPT	109.64	109.64
47426	6/18/2015		BATTERY SYSTEMS, INC.		
		3146040	BATTERY SUPPLY-PW DEPT	103.69	103.69
47422	6/18/2015		AROUND-THE-CLOCK		
		150600106101	AFTER HOURS PHONE ANSWERING SERVICE FOR MAY 5-JUN 1, 2015	100.90	100.90
47452	6/18/2015		JUDICIAL DATA SYSTEMS CORP.		
		5317	PARKING CITATIONS REVIEWS/HEARING PROCESSING ADMINISTRATION FEES FOR APR, 2015	100.00	100.00
47473	6/18/2015		TCC SALES		
		18552	PUBILC WORKS PAINTING SUPPLIES	98.87	98.87
47423	6/18/2015		ARRANGEMENTS FLORAL & PARTY		
		417	(1) SYMPATHY FLORAL ARRANGEMENT FOR PLANNING COMMISSIONER B.SIMON	83.20	83.20
47459	6/18/2015		NATIONAL ASSOC OF GOVERNMENT		
		315	2015 ANNUAL MEMBERSHIP DUES FOR A.GRANDYS	75.00	75.00
47466	6/18/2015		RIVERSIDE COUNTY AUDITOR/		
		APR15	CITATIONS PAYABLE COLLECTIONS FOR APR, 2015	75.00	75.00
47446	6/18/2015		IMPERIAL IRRIGATION DISTRICT		
		50579115	78560 VISTA DEL SOL #A BRIDGE LIGHTING UTILITIES FOR APR 22-MAY 21, 2015	49.95	49.95
47429	6/18/2015		BIO-TOX LABORATORIES		
		30463	IW POLICE DRUG TESTING SVCS FOR APR 27, 2015	39.00	39.00
47421	6/8/2015		UNITED WAY OF THE DESERT		
		352000006506	PAYROLL EMPLOYEE CONTRIBUTIONS FOR JUN 5, 2015	27.00	27.00
47434	6/18/2015		CANON SOLUTIONS AMERICA, INC.		
		988461340	COLORWAVE 300 COLOR PRINTER USAGE & MAINTENANCE FOR APR, 2015	20.42	20.42
47445	6/18/2015		HOME DEPOT		
		4010666	LANDSCAPE BOLLARD LIGHTING SUPPLIES	14.35	160 14.35

**CITY OF INDIAN WELLS
06/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47458	6/18/2015	262865	NAPA AUTO PARTS CITY BACKHOE MOTOR OIL SUPPLY	4.98	4.98
68 checks in this report					
TOTAL CITY WARRANTS 47418-47485:					810,177.31

Wires :

1564	6/9/2015	95-2489139	INTERNAL REVENUE SERVICE FWT, FICA & MEDICARE FOR JUN 5, 2015	35,307.23	35,307.23
1563	6/5/2015		ICMA CONTRIBUTIONS 401A, 457 & ROTH IRA FOR JUN 5, 2015	8,796.88	8,796.88
1565	6/9/2015	6392517834	CALPERS RETIREMENT SYSTEM PAYROLL CONTRIBUTIONS FOR JUN 5, 2015	8,776.67	8,776.67
1566	6/5/2015	925-0060-2	CALIFORNIA, STATE OF SDI & SWT DEPOSIT FOR JUN 5, 2015	7,028.40	7,028.40
2897	6/4/2015	2379795	INDIAN WELLS EMPLOYEE ASSOC. PAYROLL EE DUES FOR JUN 05, 2015	210.00	210.00
TOTAL PAYROLL WIRE DISBURSEMENTS 1563-1566 & 2897:					60,119.18

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**CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
			EFT 13972-14005	76,786.63	
			2898		975.65
			Total Net Payroll 06/05/15		77,762.28
			EFT 14006-14035	76,224.10	
					-
			Total Net Payroll 06/19/15		76,224.10
TOTAL CITY DISBURSEMENTS:					1,024,282.87

Note: Warrants 47418-47421 were issued prior to City Council approval.



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

Legislation Text

File #: 1187-15, Version: 1

City Warrants and Demands
RECOMMENDED ACTION:

Council APPROVES the July 2, 2015 City Warrants and Demands.

**CITY OF INDIAN WELLS
07/02/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47599	7/2/2015	PRIM01191	CALIFORNIA JOINT POWERS 7/15-6/16 LIABILITY & WORKERS COMP INSURANCE DEPOSIT AND RETRO ADJUSTMENT	697,886.00	697,886.00
47521	6/30/2015	DTD 6/19/15	DESERT CHAMPIONS, LLC 6/15 IW TENNIS GARDENS EXPANSION OFFSITE IMPROVEMENTS DEPOSIT RELEASE-FINAL	418,482.00	418,482.00
47517	6/30/2015	CV15193-15 CV 15182-15 D.REED	COACHELLA VALLEY ASSOC OF GOVT 6/15 HWY 111 STREET IMPROVEMENT PHASE III PROJECT OVERPAYMENT REFUND 1/15-3/15 (AB2766) SCAQMD FUNDS 6/29/15 CVAG GENERAL ASSEMBLY MEETING	308,218.94 989.79 50.00	309,258.73
47605	7/2/2015	0013185-IN	GREATER PALM SPRINGS 7/15-9/15 MARKETING DEPT CVB CONTRIBUTIONS	53,277.00	53,277.00
47581	6/30/2015	SI-160562 SI-158878 SI-158876	VINTAGE ASSOCIATES 6/15 CITYWIDE LANDSCAPE MAINTENANCE SERVICES 2/24-3/12/15 EXTRA LANDSCAPE SERVICES 4/15 EXTRA LANDSCAPE SERVICES	43,855.13 3,200.00 550.00	47,605.13
47510	6/30/2015	749836 746181 749825 749827 747859 749818 749828 749826 749823 749821	BEST, BEST & KRIEGER, L.L.P. 5/15 GENERAL CITY RETAINER LEGAL SERVICES 3/15 VILLAGE UNDERGROUNDING PROJECT LEGAL SERVICES 5/15 77-310 SKY MESA LANE CODE ENFORCEMENT LEGAL SERVICES 5/15 77-220 IROQUOIS CODE ENFORCEMENT LEGAL SERVICES 4/15 VILLAGE UNDERGROUNDING PROJECT LEGAL SERVICES 5/15 RUBBISH FRANCHISE LEGAL SERVICES 5/15 45775 SUGARLOAF MOUNTAIN TRL CODE ENFORCEMENT LEGAL SERVICES 5/15 77-844 COTTONWOOD COVE CODE ENFORCEMENT LEGAL SERVICES 5/15 75-497 PALM SHADOW DRIVE CODE ENFORCEMENT LEGAL SERVICES 5/15 VILLAGE UNDERGROUNDING PROJECT LEGAL SERVICES	20,346.00 3,727.40 3,551.08 1,810.80 1,151.40 647.50 349.31 154.30 152.60 90.90	31,981.29
47512	6/30/2015	043053	BUXTON 6/15 (100,000) HOUSEHOLDS BETA TEST EMAIL MARKETING CAMPAIGN	30,000.00	30,000.00
47577	6/30/2015	045-135955 045-137469 045-136529	TYLER TECHNOLOGIES, INC. 5/15 TYLER CASHING SOFTWARE LICENSING 6/15 TYLER CASHING HARDWARE 5/15 TYLER CASHING CONSULTING FEE	16,800.00 3,924.72 450.00	21,174.72
47567	6/30/2015	2-10-345-9178 2-01-570-2186 2-32-228-7590 2-26-379-6526 2-30-405-2939	SOUTHERN CALIFORNIA EDISON CO. 6/15 UTILITIES-CITYWIDE 6/15 UTILITIES-44-900 ELDORADO DR FIRE STATION 5/15 UTILITIES-45200 CLUB DR 6/15 UTILITIES-77-601 1/2 & 77-801 1/2 MILES PED 6/15 UTILITIES-75-254 1/2 HWY 111	7,605.16 1,456.77 451.17 205.08 118.77	164

**CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		2-28-811-8029	6/15 UTILITIES-78-496 HWY 111 TC1	94.63	
		2-33-975-8682	6/15 UTILITIES-45-200 CLUB DR UNIT B2	92.72	
		2-02-275-6597	6/15 UTILITIES-76-884 1/2 INCA DR	92.46	
		2-26-446-8521	6/15 UTILITIES-77-440 1/2 MILES AVE	91.92	
		2-28-811-9811	6/15 UTILITIES-75-595 1/2 FAIRWAY DR	78.57	
		2-04-013-0916	6/15 UTILITIES-45-277 CLUB DR	72.77	
		2-28-811-8524	6/15 UTILITIES-79 DESERT HORIZON/HWY 111 SIGNAL	71.05	
		2-19-255-7163	6/15 UTILITIES-75980 1/2 HWY 111	57.15	
		2-28-811-8276	6/15 UTILITIES-79 HIGHWAY 111 MILES LOT	57.08	
		2-26-702-6078	6/15 UTILITIES-45-002 1/2 MILES AVE PED	55.50	
		2-28-811-8425	6/15 UTILITIES-INDIAN WELLS/HWY 111 TC1	55.31	
		2-28-811-8466	6/15 UTILITIES-79 HWY 111-ELDORADO SIGNAL	54.38	
		2-28-811-8367	6/15 UTILITIES-79 HIGHWAY 111 CLUB	53.28	
		2-30-405-3051	6/15 UTILITIES-75-256 1/2 HWY 111	48.77	
		2-19-200-4638	6/15 UTILITIES-74812 1/2 HWY 111	42.55	
		2-31-473-5101	6/15 UTILITIES-45-280 1/2 COOK ST LOT	41.33	
		2-35-253-2683	6/15 UTILITIES-45-324 1/2 INDIAN WELLS LN	32.02	
		2-32-400-4498	6/15 UTILITIES-45-300 CLUB DRIVE	25.08	
		2-01-570-2202	6/15 UTILITIES-77-250 SANDPIPER DR LOT	19.39	10,972.91
47569	6/30/2015		SOUTHWEST NETWORKS		
		15-6536	6/15 COMPUTER HARDWARE PURCHASE	10,539.60	10,539.60
47559	6/30/2015		RA STRUCTURAL ENGINEERING		
		B00-012-307-1	5/15-6/15 PLAN CHECK SERVICES-76009 VIA CLUB VILLA	2,210.00	
		B00-012-334-1	5/15-6/15 PLAN CHECK SERVICES-76895 TOMAHAWK RUN	1,300.00	
		B00-012-218-1	3/15-5/15 PLAN CHECK SERVICES-74215 QUAIL LAKES DR	1,170.00	
		B00-012-324-1	5/15-6/15 PLAN CHECK SERVICES-74480 PALO VERDE DR	1,040.00	
		B00-012-286-1	4/15-5/15 PLAN CHECK SERVICES-46000 FAIRWAY DRIVE	975.00	
		B00-012-326-1	5/15-6/15 PLAN CHECK SERVICES-75190 INVERNESS DRIVE	910.00	
		B00-012-288-1	4/15-5/15 PLAN CHECK SERVICES-74315 DESERT BAJADA TRL	520.00	
		B00-012-348-1	5/15 PLAN CHECK SERVICES-46241 PAPAGO CIRCLE	520.00	
		B00-012-287-1	4/15-5/15 PLAN CHECK SERVICES-45923 WILLIAM RD	520.00	
		B00-012-377-1	5/15-6/15 PLAN CHECK SERVICES-75225 PROMONTORY PLACE	520.00	
		IW-M111	3/12-6/1/15 PLAN CHECK SERVICES-MILEAGE	121.20	9,806.20
47564	6/30/2015		SHARK POOLS, INC.		
		15200508	5/15 WEST IW LANE FOUNTAIN DRAINING AND FILTER MAINTENANCE	3,700.00	
		15200507	5/15 EAST IW LANE FOUNTAIN DRAINING & MAINTENANCE	3,700.00	
		15200506	5/15 EAST & WEST IW LANE FOUNTAINS REPAIR SERVICE	1,537.85	
		15200601	6/15 CITY HALL ENTRANCE FOUNTAIN MAINTENANCE	140.00	
		15200606	6/25/15 75-560 FAIRWAY POOL DRAINING SERVICE	130.00	9,207.85
47579	6/30/2015		UNION BANK OF CALIFORNIA		165
		930636	6/15-5/16 2014 RDA ANNUAL ADMINISTRATIVE FEES	3,180.00	

CITY OF INDIAN WELLS
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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		924763	5/1/15-4/30/16 TABS ADMINISTRATIVE	2,755.00	
		925077	3/15-5/15 CUSTODIAL FEES	2,229.00	8,164.00
47565	6/30/2015		SIGMANET		
		492382	6/15 COMPUTER HARDWARE PURCHASE	7,046.60	7,046.60
47522	6/30/2015		DESERT CHAMPIONS, LLC		
		0000051454	6/15 (4) ESPN NATIONAL TV COMMERCIALS FOR 2015 BNP PARIBAS OPEN	7,000.00	7,000.00
47608	7/2/2015		LIEBERT CASSIDY WHITMORE		
		1406107	7/15-6/16 PERSONNEL PROGRAM MEMBERSHIP & DUES	4,365.00	4,365.00
47602	7/2/2015		GOVERNMENT FINANCE RESEARCH		
		IW-0615-01	7/15-6/16 FINANCE DEPT PROFESSIONAL SERVICES	3,995.00	3,995.00
47535	6/30/2015		HIGH TECH MAILING SERVICES		
		30979	6/15 MAILING SERVICES-SHORT-TERM RENTALS	2,278.70	
		30885	6/15 RUBBISH RATE INCREASE MAILING SERVICES	1,520.33	3,799.03
47516	6/30/2015		CLEANSTREET		
		78316	5/15 CITYWIDE STREET SWEEPING	3,702.43	3,702.43
47547	6/30/2015		LUMPKIN, RUSSELL L.		
		DTD 6/26/15	6/15-6/26/15 BUILDING, PLANNING AND CODE ENFORCEMENT SERVICES	3,000.00	
		DTD 6/12/15	6/10-6/12/15 BUILDING, PLANNING AND CODE ENFORCEMENT SERVICES	576.00	3,576.00
47554	6/30/2015		PERFECT IMAGES JANITORIAL		
		90188	5/15 JANITORIAL SERVICES	3,495.00	3,495.00
47556	6/30/2015		PROPER SOLUTIONS		
		2989	6/15-6/19/15 CITY STAFF TEMP SERVICES	1,267.20	
		2963	6/7-6/12/15 CITY STAFF TEMP SERVICES	1,108.80	
		2935	6/1-6/5/15 STAFF TEMP SERVICES	1,108.80	3,484.80
47520	6/30/2015		DELTA DENTAL		
		BE001228222	7/15 DENTAL INSURANCE	3,419.70	3,419.70
47563	6/30/2015		SEPULVEDA BUILDING MATERIALS		
		2188776	6/15 BUILDING MATERIAL SUPPLY	2,969.57	
		2188632	6/15 BUILDING MATERIAL SUPPLY	78.67	3,048.24
47606	7/2/2015		JOE A. GONSALVES & SON		
		25347	7/15 CITY MANAGER DEPT PROFESSIONAL SERVICES	3,000.00	3,000.00
47603	7/2/2015		GRANICUS		
		65892	7/15-9/15 CITY CLERK PROGRAM PROFESSIONAL SERVICES	2,697.00	106

**CITY OF INDIAN WELLS
07/02/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47576	6/30/2015		TROON RESTAURANT HOLDINGS, LLC		
		03003162	5/25/15 MEMORIAL DAY EVENT LUNCH	2,156.40	
		04180440	5/21/15 CIYT COUNCIL MEETING LUNCH	436.80	2,593.20
47508	6/30/2015		BATISTE, TANA		
		SCHOOL REIMB	4/6-6/19/15 EDUCATION REIMBURSEMENT	2,452.06	2,452.06
47541	6/30/2015		INNOVATIVE DOCUMENT SOLUTIONS		
		155801	5/15 CANON IRA6265 & IRC7270 COPIERS MAINTENANCE	2,100.38	
		155800	5/15 CANON IR7105 & IR4045 COPIER MAINTENANCE	253.69	
		156424	3/15-5/15 CANON IR3225 COPIER MAINTENANCE	25.48	2,379.55
47515	6/30/2015		CDW GOVERNMENT, INC.		
		VX26756	6/15 COMPUTER HARDWARE PURCHASES	1,367.29	
		VT77228	6/15 COMPUTER HARDWARE PURCHASES	675.97	
		WF59702	6/15 COMPUTER HARDWARE PURCHASE	165.41	
		VV95936	6/15 COMPUTER HARDWARE PURCHASES	71.04	2,279.71
47542	6/30/2015		JOHN DEERE LANDSCAPES		
		72323815	6/15 LANDSCAPE IRRIGATION SUPPLIES	639.73	
		72265123	6/15 LANDSCAPE IRRIGATION SUPPLIES	377.84	
		72107385	5/15 LANDSCAPE IRRIGATION SUPPLIES	320.65	
		72282038	6/15 LANDSCAPE IRRIGATION SUPPLIES	135.49	
		72166493	6/15 LANDSCAPE IRRIGATION SUPPLIES	134.28	
		72063958	6/15 LANDSCAPE IRRIGATION SUPPLIES-ZONE A21	107.60	
		72375179	6/15 LANDSCAPE IRRIGATION SUPPLIES	87.14	
		72400584	6/15 LANDSCAPE IRRIGATION SUPPLIES	68.63	
		72109737	6/15 LANDSCAPE IRRIGATION SUPPLIES	18.56	
		72107498	6/15 CREDIT LANDSCAPE IRRIGATION SUPPLIES	-160.32	1,729.60
47501	6/23/2015		UNION SECURITY INSURANCE CO.		
		4015595	SHORT/LONG TERM DISABILITY FOR JUL 2015	1,624.64	1,624.64
47570	6/30/2015		STAPLES		
		3268957488	6/15 MISC OFFICE SUPPLIES	507.03	
		3268957487	6/15 COMMUNITY NOTICE BULLETIN BOARD	464.05	
		3267680109	5/15 MISC OFFICE SUPPLIES	238.59	
		3266890438	5/15 MISC OFFICE SUPPLIES	168.48	
		3267680108	5/15 MISC OFFICE SUPPLY	40.23	
		3267680107	5/15 MISC OFFICE SUPPLY	40.23	
		3266890436	5/15 MISC OFFICE SUPPLY	25.65	
		3266890435	5/15 MISC OFFICE SUPPLY	25.65	1,509.91
47609	7/2/2015		MAILFINANCE, INC. DBA HASLER		
		N5363280	7/8-10/7/15 MAIL MACHINE RENTAL	1,502.71	1,502.71

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47560	6/30/2015		RASA		
		4852	6/15 MAPS AND PLAN CHECKING SERVICES	400.00	
		4856	6/15 MAPS AND PLAN CHECKING SERVICES	380.00	
		4854	6/15 MAPS AND PLAN CHECKING SERVICES	300.00	
		4855	6/15 MAPS AND PLAN CHECKING SERVICES	300.00	1,380.00
47600	7/2/2015		DESERT BUSINESS INTERIORS		
		18027	7/15 OFFICE FABRICATION AND DESIGN SERVICES	1,295.00	1,295.00
47509	6/30/2015		BAY CITY ELECTRIC WORKS		
		W143495	6/15 CITY HALL GENERATOR PREVENTATIVE MAINTENANCE	1,260.82	1,260.82
47548	6/30/2015		MARTIN SWEEPING		
		7650	5/15 CITYWIDE STORM DRAIN FACILITIES MAINTENANCE	1,183.75	1,183.75
47552	6/30/2015		OPENDNS, INC.		
		465811	5/9/15-5/8/16 UMBRELLA ENTERPRISE ANNUAL SUBSCRIPTION RENEWAL	1,155.00	1,155.00
47507	6/30/2015		B.G. STRUCTURAL ENGINEERING		
		917.594	6/15 PLAN CHECK SERVICES-75-735 TOPAZ LANE	562.50	
		917.601	6/15 PLAN CHECK SERVICES-TOSCANA SERIES 600	300.00	
		917.599	6/15 PLAN CHECK SERVICES-46-401 MOUNTAIN COVE	262.50	1,125.00
47532	6/30/2015		GRAPHTEK INTERACTIVE		
		9803-2	6/15 RESIDENT EBLAST-SUMMER HOTEL SPECIALS	1,100.00	1,100.00
47604	7/2/2015		GREAT AMERICA FINANCIAL SVCS		
		17134021	7/15 CENTRAL SERVICES EQUIPMENT RENTAL	999.01	999.01
47539	6/30/2015		INDIAN WELLS, CITY OF		
		PETTY CASH	6/2/15 LUNCH MEETING WITH HG CONSULTING	116.82	
		PETTY CASH	4/9-4/10/15 LCC POLICY COMMITTEE MEETING MILEAGE REIMB	98.53	
		PETTY CASH	5/18/15 ECONOMIC DEVELOPMENT ART MUSEUM LUNCH MEETING	95.41	
		PETTY CASH	JUNE EMPLOYEE BIRTHDAY EVENT	84.95	
		PETTY CASH	6/4/15 FINANCE MEETING RE: CLUB DRIVE	77.88	
		PETTY CASH	6/15 PROJECT MANAGER WORKSHOP TRAVEL EXPENSE REIMB-R.BOWEN	70.28	
		PETTY CASH	6/15 IMSA WORKSHOP TRAVEL EXPENSE REIMB-M.DAN	55.29	
		PETTY CASH	6/2/15 FINANCE MEETING	37.57	
		PETTY CASH	6/9/15 FINANCE MEETING	36.78	
		PETTY CASH	JUNE EMPLOYEE BIRTHDAY EVENT	32.22	
		PETTY CASH	COMMUNITY DEVELOPMENT DEPARTMENT TRUCK CAR WASH	31.95	
		PETTY CASH	COMMUNITY DEVELOPMENT STRATEGIC PLANNING	29.94	
		PETTY CASH	EMPLOYEE LOUNGE SUPPLIES	28.44	
		PETTY CASH	5/18/15 BUDGET MEETING	27.91	

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
			PETTY CASH	26.74	
			PETTY CASH	20.00	
			PETTY CASH	20.00	
			PETTY CASH	20.00	
			PETTY CASH	20.00	
			PETTY CASH	16.19	
			PETTY CASH	12.31	
			PETTY CASH	12.24	
			PETTY CASH	6.89	
			PETTY CASH	3.07	
			PETTY CASH	-0.01	981.40
47598	7/2/2015		5/14-6/30/15 PETTY CASH RECONCILING ITEM		
			CALIFORNIA CITY MANAGEMENT		
		0012	7/15 CCMF MEMBER DINNER	500.00	
		0011	7/15-6/16 CCMF MEMBERSHIP	400.00	900.00
47555	6/30/2015		PRINTING PLACE		
		151159	6/15 SHORT TERM RENTAL GUIDELINES BROCHERS & POSTCARDS	896.80	896.80
47558	6/30/2015		PUBLIC RECORD		
		17277	6/9/15 LEGAL NOTICES-CITY CLERK DEPT	879.00	879.00
47524	6/30/2015		DESERT REPROGRAPHICS, LLC		
		43980	5/15 DIGITAL SCANNING SERVICES FOR BUILDING AND PLANNING	822.50	822.50
47503	6/23/2015		VISION SERVICE PLAN - (CA)		
		121858900001	VISION INSURANCE FOR JUL 2015	815.32	815.32
47597	7/2/2015		ALLIANT INSURANCE SERVICES		
		330021	7/1/2015-6/30/16 CRIME BOND INSURANCE RENEWAL	700.00	700.00
47572	6/30/2015		TELEPACIFIC COMMUNICATIONS		
		67963217-0	6/16-7/15/15 CITY HALL PHONE SERVICES	507.10	
		67981217-0	6/16-7/15/15 EMERGENCY PHONE SERVICES	159.75	666.85
47551	6/30/2015		NINA OF PALM SPRINGS		
		1411101-1 0019	4/14 REFUNDABLE DEPOSIT-75390 FAIRWAY DRIVE	640.00	640.00
47504	6/30/2015		AEGIS ITS, INCOPORATED		
		13224	5/15 TRAFFIC SIGNALS MAINT & REPAIRS/UPGRADES-HWY 111 & MTN COVE	572.49	572.49
47500	6/23/2015		STANDARD INSURANCE COMPANY		
		643033	LIFE INSURANCE/AD&D FOR JUL 2015	551.27	551.27

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47611	7/2/2015		SOUTHERN CALIF. ASSOC. OF GOVT		
		DTD 5/18/15	5/15 2015/16 ANNUAL MEMBERSHIP	546.00	546.00
47557	6/30/2015		PRUDENTIAL OVERALL SUPPLY		
		22073040	6/24/15 BUILDING AND GROUNDS MAINTENANCE SUPPLIES	140.72	
		22065537	6/10/15 BUILDING AND GROUNDS MAINTENANCE SUPPLIES	140.71	
		22069066	6/17/15 BUILDING AND GROUNDS MAINTENANCE SUPPLIES	112.63	
		22061914	6/3/15 BUILDING AND GROUNDS MAINTENANCE SUPPLIES	112.63	506.69
47549	6/30/2015		NETWRIX CORPORATION		
		19283	4/15 FILE AUDITING SOFTWARE	478.80	478.80
47533	6/30/2015		HANSON, DOUGLAS		
		SACRAMENTO	6/11-6/12/15 LCC POLICY COMMITTEE TRAVEL EXPENSE REIMB	456.41	456.41
47538	6/30/2015		HUGHES RESERVES & ASSET		
		2697	6/15 RESERVE STUDY FEE-CLUB DRIVE	450.00	450.00
47523	6/30/2015		DESERT ELECTRIC SUPPLY		
		S2202446.001	6/15 CITY ELECTRICAL SUPPLIES	206.13	
		S2207102.001	6/15 TOOL SUPPLY	124.73	
		S2209349.001	6/15 ELECTRICAL SUPPLIES-CARL BRAY	84.13	
		S2207101.001	6/15 CITY ELECTRICAL SUPPLIES	13.99	
		S2207352.001	6/15 CITY ELECTRICAL SUPPLIES	12.61	441.59
47536	6/30/2015		HOME DEPOT		
		4010650	5/15 MAINTENANCE TOOL SUPPLY	120.96	
		4011941	6/15 MAINTENANCE TOOL SUPPLY	102.54	
		0012799	6/15 MAINTENANCE SUPPLIES	93.09	
		1022216	6/15 MAINTENANCE TOOL SUPPLY	76.10	
		6012491	6/15 MAINTENANCE SUPPLIES-FIRE STATION 55	54.85	
		5214458	6/15 MAINTENANCE SUPPLIES-CARL BRAY	19.72	
		9011673	6/15 MAINTENANCE SUPPLIES	11.45	
		3204304	6/15 CREDIT MAINTENANCE TOOL SUPPLY	-51.26	427.45
47518	6/30/2015		COACHELLA VALLEY WATER DIST.		
		155581-422504	6/15 UTILITIES-COOK STREET	241.88	
		314309-846198	6/15 UTILITIES-75420 MANSFIELD DR	96.14	
		314511-846428	6/15 UTILITIES-44500 INDIAN WELLS LANE	46.86	384.88
47573	6/30/2015		THARP, STEVEN G.		
		330	5/15 PUBLIC REALTIONS IWTV SERVICES	375.00	375.00
47537	6/30/2015		HUB CONSTRUCTION SPECIALTIES,		
		A04009938	6/15 LANDSCAPE MAINTENANCE SUPPLIES	362.88	170.88

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47530	6/30/2015	112301	GLOBAL CTI 5/15 GLOBAL SHIELD SHORTEL PHONE SYSTEM REPAIR SERVICE	356.40	356.40
47528	6/30/2015	355469	FULTON DISTRIBUTING 6/15 JANITORIAL SUPPLIES	349.63	349.63
47534	6/30/2015	10003600558	HDS WHITE CAP CONST SUPPLY 6/15 TOOL SUPPLY	348.79	348.79
47612	7/3/2015	00370351-360	EMPLOYMENT DEVELOPMENT DEPT 7/3/15 PAYROLL-T.PEABODY	325.22	325.22
47519	6/30/2015	AN0000000504	COUNTY OF RIVERSIDE 5/15 ANIMAL SHELTER MAINTENANCE SERVICES	297.47	297.47
47529	6/30/2015	3221	GLADWELL GOVERNMENTAL SERVICES 7/14-6/15 RECORDS MANAGEMENT IMPROVEMENT SERVICES	250.00	250.00
47610	7/2/2015	DTD 6/1/15	ROTARY CLUB OF INDIAN WELLS 7/15 FY 2015/16 ANNUAL ROTARY MEMBERSHIP	250.00	250.00
47571	6/30/2015	19069	TCC SALES 6/15 PAINTING SUPPLIES	227.02	227.02
47578	6/30/2015	PERMIT #25	U.S. POSTAL SERVICE 6/15 BUSINESS REPLY MAIL POSTAGE	225.00	225.00
47561	6/30/2015	9990116000-1505	RIVERSIDE COUNTY INFORMATION 5/15 SHERIFF MOTORCYCLE RADIO OPERATIONS SERVICES	214.34	214.34
47582	6/30/2015	11488	YELLOW MART STORES 6/15 UNIFORM SUPPLIES	213.81	213.81
47526	6/30/2015	89259 89260 89261	FERNANDO'S BUST-A-BUG 6/15 CIVIC CENTER PEST CONTROL SERVICES 6/15 FIRE STATION PEST CONTROL 6/15 WALK OF HONOR PEST CONTROL SERVICES	96.00 50.00 20.00	166.00
47601	7/2/2015	0104301	GOVERNMENT FINANCE OFFICERS 7/15-6/16 FINANCE DEPT MEMBERSHIP & DUES	150.00	150.00
47543	6/30/2015	12122	LASR-INK 6/15 (2) PRINTER CARTRIDGES-TECHNOLOGY DEPT	146.54	171 146.54

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47527	6/30/2015	566820	FIRST CHOICE SERVICES 5/15 COFFEE SUPPLY	142.44	142.44
47544	6/30/2015	IRVINE	LEONG, SUSAN 6/10/15 2015 GASB UPDATE TRAVEL EXPENSE REIMB	124.76	124.76
47540	6/30/2015	123016	INLAND POWER EQUIPMENT CO. 5/15 MAINTENANCE TOOL SUPPLY	124.74	124.74
47513	6/30/2015	68359 68476	CAM STONE'S AUTOMOTIVE 6/15 CITY VEHICLE MAINTENANCE-2006 FORD F150 6/15 CITY VEHICLE MAINTENANCE-2007 FORD F150	62.56 59.80	122.36
47562	6/30/2015	SH0000026293	RIVERSIDE COUNTY SHERIFF DEPT. 5/15 TRAFFIC MOTORCYCLE FUEL	113.18	113.18
47545	6/30/2015	2021381	LIGATURE, THE 6/15 (500) BUSINESS CARDS-B.PELLETIER	103.25	103.25
47574	6/30/2015	8448410760152292	TIME WARNER CABLE 6/14-7/13/15 CITY HALL CABLE SERVICES	85.42	85.42
47511	6/30/2015	44-BS 405166	BURRTEC WASTE & RECYCLING 6/15 ONSITE STORAGE RENTAL	80.00	80.00
47546	6/30/2015	AA00024753 BB00027141	LOCK SHOP, INC., THE 6/15 MAINTENANCE SUPPLIES 6/15 MAINTENANCE SUPPLIES	65.32 3.89	69.21
47514	6/30/2015	988472743 988478904	CANON SOLUTIONS AMERICA, INC. 6/15 SCEXPN WIDE FORMAT COPIER/SCANNER MAINTENANCE 5/15 COLORWAVE 300 COLOR PRINTER USAGE & MAINTENANCE	54.63 12.94	67.57
47575	6/30/2015	1047037	TOPS N BARRICADES 5/15 MAINTENANCE SUPPLIES	63.50	63.50
47568	6/30/2015	04162524872	SOUTHERN CALIFORNIA GAS CO. 2/15-3/15 UTILITIES-45200 CLUB DRIVE	55.69	55.69
47580	6/30/2015	200-1815	VERIZON CALIFORNIA 6/15 TRAFFIC SIGNAL PHONE LINE SERVICES	54.98	54.98
47505	6/30/2015	66444	AMERICAN FORENSIC NURSES 5/15 PUBLIC SAFETY BLOOD DRAW TESTING	40.00	172.00

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47553	6/30/2015		PALM DESERT ACE HARDWARE		
		193429	6/15 MAINTENANCE SUPPLIES	16.62	
		193171	6/15 MAINTENANCE SUPPLIES	7.00	
		193511	6/15 MAINTENANCE SUPPLIES	5.40	
		193326	6/15 MAINTENANCE SUPPLIES	4.32	
		193146	6/15 MAINTENANCE SUPPLIES	1.30	34.64
47566	6/30/2015		SIMPLOT PARTNERS		
		208048816	6/15 LANDSCAPE MAINTENANCE SUPPLIES	17.17	
		208048914	6/15 TOOL SUPPLY	11.18	28.35
47531	6/30/2015		GOLD COAST METALS & SUPPLIES		
		649685	6/15 MAINTENANCE SUPPLIES-PW DEPT	28.14	28.14
47613	7/3/2015		UNITED WAY OF THE DESERT		
		352000006506	7/3/15 PAYROLL EMPLOYEE CONTRIBUTIONS	27.00	27.00
47502	6/23/2015		UNITED WAY OF THE DESERT		
		352000006506	PAYROLL EMPLOYEE CONTRIBUTIONS FOR JUN 19, 2015	27.00	27.00
47506	6/30/2015		AT&T MOBILITY		
		287243904839	5/15 SIM CARD DATA CONNECTION SERVICE	25.31	25.31
47525	6/30/2015		FEDERAL EXPRESS CORP.		
		5-062-07853	6/4/15 ENGINEERING DEPT EXPRESS MAIL SVC	21.70	21.70
47550	6/30/2015		NEXTEL COMMUNICATIONS		
		627757319-163	5/12-6/11/15 PUSH TO TALK CELLULAR SERVICE	20.30	20.30
47607	7/2/2015		LEAGUE OF CALIFORNIA CITIES		
		D.HANSON	7/27/15 LCC COUNTY DIVISION GENERAL MEETING	15.00	15.00

100 checks in this report

TOTAL CITY WARRANTS 47500-47582 & 47597-47613: 1,754,404.28

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
Wires :					
1569	6/19/2015		CALIFORNIA PUBLIC EMPLOYEES		
		100000014549139	MEDICAL INSURANCE FOR JUL 2015	67,343.87	67,343.87
1573	7/7/2015		INTERNAL REVENUE SERVICE		
		95-2489139	7/3/15 FWT, FICA & MEDICARE PAYABLE	34,721.55	34,721.55
1568	6/23/2015		INTERNAL REVENUE SERVICE		
		95-2489139	FWT, FICA & MEDICARE FOR JUN 19, 2015	33,549.96	33,549.96
1567	6/19/2015		ICMA		
			CONTRIBUTIONS 401A, 457 & ROTH IRA FOR JUN 19, 2015	8,755.27	8,755.27
1574	7/3/2015		CALPERS RETIREMENT SYSTEM		
		6392517834	7/3/15 PAYROLL CONTRIBUTIONS	8,733.45	8,733.45
1572	7/3/2015		ICMA		
			CONTRIBUTIONS 7/3/15 401A, 457 & ROTH IRA CONTRIBUTIONS	8,720.91	8,720.91
1570	6/19/2015		CALPERS RETIREMENT SYSTEM		
		6392517834	PAYROLL CONTRIBUTIONS FOR JUN 19, 2015	8,663.00	8,663.00
1575	7/3/2015		CALIFORNIA, STATE OF		
		925-0060-2	7/3/15 SDI & SWT DEPOSIT	6,857.95	6,857.95

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**CITY OF INDIAN WELLS
07/02/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
1571	6/19/2015		CALIFORNIA, STATE OF		
		925-0060-2	SDI & SWT DEPOSIT FOR JUN 19, 2015	6,794.69	6,794.69
2899	6/18/2015		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	PAYROLL EE DUES FOR JUN 19, 2015	210.00	210.00
2900	7/2/2015		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	7/3/15 PAYROLL IW EMPLOYEE ASSOCIATION DUES	210.00	210.00

TOTAL PAYROLL WIRE DISBURSEMENTS 1567-1575, 2899 & 2900: 184,560.65

EFT 14036-14069	80,583.35
2901	975.65
Total Net Payroll 07/03/15	81,559.00

TOTAL CITY DISBURSEMENTS: 2,020,523.93

Note: Warrant 47360 dated 6/4/15 was voided on 6/30/15.

Note: Warrants 47500-47503 & 47612-47613 were issued prior to City Council approval.

Note: Warrants 47504-47582 were issued prior to City Council approval for year-end processing per fiscal year-end procedures.

Note: Warrants 47597-47611 were issued prior to City Council approval due to summer schedule.

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City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

Legislation Text

File #: 1188-15, Version: 1

City Warrants and Demands
RECOMMENDED ACTION:

Council APPROVES the July 16, 2015 City Warrants and Demands.

CITY OF INDIAN WELLS
07/16/2015 MEETING WARRANT LIST

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47632	7/16/2015	SH0000026306	RIVERSIDE COUNTY SHERIFF DEPT 4/2-4/29/15 SHERIFF CONTRACT SERVICES	244,941.70	244,941.70
47645	7/16/2015	CV16005-15	COACHELLA VALLEY ASSOC OF GOVT 7/15 2015/16 MEMBERSHIP DUES	16,156.00	16,156.00
47631	7/16/2015	B00-011-308-1 B00-012-328-1	RA STRUCTURAL ENGINEERING 8/14-4/15 PLAN CHECK SERVICES-45480 VAIDYA COURT 5/15-6/15 PLAN CHECK SERVICES-76003 VIA CLUB VILLA DR	5,785.00 2,340.00	8,125.00
47635	7/16/2015	045-138211	TYLER TECHNOLOGIES, INC. 6/15 TYLER CASHIERING TRAINING SERVICES	5,833.12	5,833.12
47615	7/16/2015	749822 749824	BEST, BEST & KRIEGER, L.L.P. 5/15 CODE ENFORCEMENT LEGAL SERVICES 5/15 CODE ENFORCEMENT LEGAL SERVICES	2,571.61 1,520.00	4,091.61
47620	7/16/2015	78594 78555	CLEANSTREET 6/15 CITYWIDE STREET SWEEPING 6/15 EXTRA STREET SWEEPING SERVICE	3,702.43 182.00	3,884.43
47622	7/16/2015	281269-740542 281271-740546 313547-845300 153215-419808 155805-422752 324083-740422 152067-418436 542759-418520 152175-418598 134443-394192 314503-846420 152073-418442 152071-418440 152069-418438 152173-418596 152599-419102 314499-846416 314329-846220 152575-419066 155641-422578 155761-422706 152991-419528	COACHELLA VALLEY WATER DIST. 6/15 CITYWIDE UTILITIES-OSAGE TRL 6/15 CITYWIDE UTILITIES-45-410 COOK ST 6/15 CITYWIDE UTILITIES-MILES AVE/WARNER TRL 6/15 CITYWIDE UTILITIES-MILES AVENUE 6/15 CITYWIDE UTILITIES-HWY 111 LNDS EAST OF CLUB DR 6/15 CITYWIDE UTILITIES-SANDPIPER DR 6/15 CITYWIDE UTILITIES-44-860 ELDORADO DRIVE 6/15 CITYWIDE UTILITIES-CITY COMMUNITY GARDEN 6/15 CITYWIDE UTILITIES-44502 ELDORADO DR 6/15 CITYWIDE UTILITIES-44010 SUPERIOR COURT LNDS 6/15 CITYWIDE UTILITIES-OSAGE TRL 6/15 CITYWIDE UTILITIES-44-950 ELDORADO DRIVE 6/15 CITYWIDE UTILITIES-44-500 INIDAN WELLS LN 5/15 CITYWIDE UTILITIES-FIRE STATION 6/15 UTILITIES-ELDORADO DR 6/15 CITYWIDE UTILITIES-45318 INDIAN WELLS LN 6/15 CITYWIDE UTILITIES-OSAGE TRL 6/15 CITYWIDE UTILITIES-45585 ELDORADO DR 6/15 CITYWIDE UTILITIES-45200 CLUB DR 6/15 CITYWIDE UTILITIES-44980 COOK STREET 6/15 CITYWIDE UTILITIES-INCA DR 6/15 CITYWIDE UTILITIES-HWY 111	355.42 293.96 242.86 208.14 136.60 134.36 103.00 100.20 86.20 65.24 61.56 57.92 50.22 49.10 48.12 45.88 43.64 41.40 32.30 30.20 30.20 23.50	

**CITY OF INDIAN WELLS
07/16/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		281233-740500	6/15 CITYWIDE UTILITIES- 76625 HIGHWAY 111	23.50	
		308623-839674	6/15 CITYWIDE UTILITIES-INDIAN WELLS MEDIANS	19.00	
		281261-740534	6/15 CITYWIDE UTILITIES-44-860 ELDORADO DR	15.00	
		281263-740536	6/15 CITYWIDE UTILITIES-44-950 ELDORADO DR	10.00	2,307.52
47621	7/16/2015		COACHELLA VALLEY ASSOC OF GOVT		
		JUN15	6/15 TUMF DISTRIBUTION	1,837.44	1,837.44
47629	7/16/2015		MERTENS, TED		
		MONTEREY	6/23-6/26/15 LCC FORUM TRAVEL EXPENSE REIMB	1,576.34	1,576.34
47630	7/16/2015		PROPER SOLUTIONS		
		3016	6/22-6/26/15 CITY STAFF TEMP SERVICES	1,504.80	1,504.80
47627	7/16/2015		HANSON, DOUGLAS		
		MONTEREY	6/23-6/26/15 LCC FORUM TRAVEL EXPENSE REIMB	1,448.20	1,448.20
47626	7/16/2015		GRAPHTEK INTERACTIVE		
		9845-1	6/15 DESIGN & LAYOUT SERVICES	850.00	
		9843-1	6/15 DESIGN & LAYOUT SERVICES	150.00	1,000.00
47647	7/16/2015		TIME WARNER CABLE		
		8448410760148720	7/6-8/5/15 CITY HALL INTERNET SERVICES	889.00	889.00
47623	7/16/2015		CORELOGIC INFORMATION		
		81533899	6/15 REALQUEST ONLINE REAL ESTATE DATA	825.00	825.00
47617	7/16/2015		BMW MOTORCYCLES OF RIVERSIDE		
		6010636/2	2011 BMW TRAFFIC MOTORCYCLE TIRE & BRAKE MAINTENANCE SERVICES	816.81	816.81
47646	7/16/2015		GREAT AMERICA FINANCIAL SVCS		
		17164286	7/15 EQUIPMENT RENTAL	626.83	626.83
47644	7/16/2015		CANON FINANCIAL SERVICES, INC		
		15055648	7/15 PRINTER/SCANNER LEASE	447.12	447.12
47634	7/16/2015		THARP, STEVEN G.		
		331	6/15 PUBLIC REALTIONS IWTV SERVICES	375.00	375.00
47619	7/16/2015		CDW GOVERNMENT, INC.		
		WJ10367	6/15 COMPUTER HARDWARE PURCHASES	328.12	328.12
47624	7/16/2015		COVE ELECTRIC, INC.		
		175487	45200 CLUB DRIVE ELECTRICAL REPAIR SERVICE CALL FEE ON MAR 28, 2015	280.00	178 280.00

**CITY OF INDIAN WELLS
07/16/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
47637	7/16/2015	9747960922	VERIZON WIRELESS 6/15 CELLULAR PHONE SERVICES	218.20	218.20
47636	7/16/2015	341-3179	VERIZON CALIFORNIA 6/15 CITY HALL PHONE LINE SERVICES	164.95	164.95
47614	7/16/2015	150700106101	AROUND-THE-CLOCK 6/15 AFTER HOURS PHONE ANSWERING SERVICE	91.00	91.00
47618	7/16/2015	68573	CAM STONE'S AUTOMOTIVE 6/15 CITY VEHICLE MAINTENANCE-2007 FORD F250	89.91	89.91
47628	7/16/2015	50579115	IMPERIAL IRRIGATION DISTRICT 6/15 CITYWIDE UTILITIES-78560 VISTA DEL SOL	49.58	49.58
47633	7/16/2015	15892760008 16312760008	SOUTHERN CALIFORNIA GAS CO. 6/15 UTILITIES-44-860 ELDORADO DR 6/15 UTILITIES-44950 ELDORADO DR	31.49 14.30	45.79
47616	7/16/2015	30602	BIO-TOX LABORATORIES 6/1/15 IW POLICE DRUG TESTING SERVICES	39.00	39.00
47625	7/16/2015	0014815460	DESERT PIPE & SUPPLY 6/15 MAINTENANCE SUPPLIES & TOOLS	33.27	33.27

28 checks in this report

TOTAL CITY WARRANTS 47614-47637 & 47644-47647: 298,025.74

**CITY OF INDIAN WELLS
07/16/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
Wires :					
28	7/7/2015		INDIAN WELLS GOLF RESORT		
		7/15 FUNDS	GOLF OPERATIONS FOR JUL, 2015	531,000.00	531,000.00
30	7/7/2015		INDIAN WELLS GOLF RESORT		
		CAPEX-1	IWGR CAPITAL IMPROVEMENT	447,624.00	447,624.00
29	7/7/2015		INDIAN WELLS GOLF RESORT		
		2015-16	LLMD CITY PARKWAYS BUILDING & GROUNDS MAINTENANCE	126,372.00	126,372.00

TOTAL WIRE DISBURSEMENTS 28-30 :

TOTAL CITY DISBURSEMENTS: 1,403,021.74

180



Legislation Text

File #: RES-135-15, Version: 2

Indian Wells City Council Staff Report - Finance

July 16, 2015

Residential and Commercial Rates for Refuse Collection and Recycling Services

RECOMMENDED ACTIONS:

Council OPENS the public hearing, takes any public testimony, CLOSES the public hearing; and

APPROVES the Fiscal Year 2015-16 levy of residential parcels for refuse collection and recycling services; and

ADOPTS Resolution ordering the levy and collection of fees for refuse collection and recycling services from residential and commercial properties within the City pursuant to Indian Wells Municipal Code section 8.04.190.

DISCUSSION:

The annual levy of residential parcels for refuse collection and recycling services will be \$241.80 per parcel. The annual levy has increased by \$2.40 (1.0%) from last fiscal year. The annual fees set forth above shall be effective from July 1, 2015 through June 30, 2016.

The levy for refuse collection and recycling services consists of three basic components: the costs of service, recycling and disposal. The franchise agreement governs service and recycling costs. Under the terms of the agreement, rates adjust annually by the change in the Producer Price Index (PPI) for Finished Goods. The agreement limits or caps annual adjustments to a maximum of 5%. Service and recycling rates will not increase in FY 2015/16.

The County of Riverside establishes the annual tipping fee for landfill disposal and is a direct pass-through to customers. The County Waste Management Department approved an increase of 6.09% to the tipping fee. The rate will increase from \$41.70 per ton to \$44.24 per ton.

FISCAL IMPACT:

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Residential Rates

The proposed residential levy is as follows:

Residential Services							
Tax Roll	Fy 2015/16 Proposed Levy	Fy 2014/15 Adopted Levy	%	Direct Bill	Fy 2015/16 Proposed Levy	Fy 2014/15 Adopted Levy	%
Service Fee	10.30	10.30	0.00%	Service Fee	11.23	11.23	0.00%
Tipping Fee	3.03	2.83	7.07%	Tipping Fee	3.03	2.83	7.07%
AB 939 Assessment	0.53	0.53	0.00%	AB 939 Assessment	0.53	0.53	0.00%
Recycling Fee	4.54	4.54	0.00%	Recycling Fee	4.54	4.54	0.00%
Home Hazardous Waste	1.75	1.75	0.00%	Home Hazardous Waste	1.75	1.75	0.00%
Total Monthly Fee	20.15	19.95	1.00%	Total Monthly Fee	21.08	20.88	0.96%
Total Annual Fee	241.80	239.40	1.00%	Total Annual Fee	252.96	250.56	0.96%
Other Charges							
	Fy 2015/16 Proposed Levy	Fy 2014/15 Adopted Levy	%				
New Start Fee	14.00	14.00	0.00%				
Re-Start Fee	21.01	21.01	0.00%				
NSF/Returned Check Fee	28.00	28.00	0.00%				

Commercial Rates

Commercial rates consist of three components: the service rate, tipping fees, and AB 939 recycling fees. Similar to residential rates, commercial service rates, tipping fees, and AB 939 recycling fees are adjusted in accordance with the franchise agreement. Burrtec's commercial rate schedule is attached to this staff report.

ATTACHMENT:

1. Resolution

RESOLUTION NO. 2015-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF FEES FOR REFUSE COLLECTION AND RECYCLING SERVICES FROM RESIDENTIAL AND COMMERCIAL PROPERTIES WITHIN THE CITY PURSUANT TO INDIAN WELLS MUNICIPAL CODE SECTION 8.04.190

WHEREAS, the City Council has heretofore adopted Chapter 8.04 of the Indian Wells Municipal Code establishing standards for the collection and disposal of refuse, trash, rubbish and other forms of solid waste; and

WHEREAS, the City Council has determined that the disposal and/or collection of refuse, trash, rubbish or other solid waste is a service to be performed in the City in accordance with the provisions of the Municipal Code; and

WHEREAS, pursuant to Municipal Code Section 8.04.210 and California Public Resources Code Section 40059(a)(1) an exclusive franchise has been granted to Burrtec Waste and Recycling Services (the "Contractor") for the collection, transportation, recycling, composting and disposal of solid waste from residential, commercial, construction and industrial (roll-off) establishments within the City; and

WHEREAS, Municipal Code Section 8.04.190 provides that the City Council shall establish by Resolution the schedule of residential and commercial fees that can be charged by the Contractor for solid waste collection, disposal and recycling services; and

WHEREAS, California Public Resources Code Section 41901 authorizes the City to impose fees in amounts sufficient to pay the costs of preparing, adopting, implementing and administering local recycling and source reduction programs; and

WHEREAS, the City has heretofore adopted and imposed an AB 939 Administrative Fee as part of the fees for refuse collection and recycling services paid annually by eligible parcels within the City; and

WHEREAS, the City Council desires to levy and collect residential and commercial fees to pay for Refuse Collection and Recycling Services rendered to eligible parcels within the City for the period commencing July 1, 2015 and ending June 30, 2016; and

WHEREAS, the City Council has conducted a duly noticed public hearing on July 16, 2015 concerning the adoption of fees for refuse collection and recycling services, at the conclusion of which there was not a majority protest against the adoption of the proposed fees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDIAN WELLS DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. In all respects, the Recitals of this Resolution are true and correct.

SECTION 2. The annual fees for residential refuse collection and recycling services shall be \$241.80 per parcel for those parcels which will be billed on the property tax roll, and otherwise for all other parcels of the rates set forth in Exhibit "A" attached hereto. The City Clerk and Finance Director are authorized and directed to request that the County place on residential property tax roles in the amount of \$241.80 per parcel. The annual fees set forth above shall be effective from and after the first day of July 1, 2015 through June 30, 2016 unless amended by City Council resolution prior to that date.

SECTION 3. The annual rates for commercial refuse collection and recycling services shall be as set forth in Exhibit "A" attached hereto. Commercial rates shall be paid by all applicable commercial customers within the City. The annual fees set forth above shall be effective from and after the first day of July 1, 2015 through June 30, 2016 unless amended by City Council resolution prior to that date.

SECTION 4. This Resolution shall take effect upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on this 16th day of July, 2015.

**TY PEABODY
MAYOR**

CERTIFICATION FOR RESOLUTION NO. 2015-____

I, Anna Grandys, City Clerk of the City Council of the City of Indian Wells, California **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing resolution was duly and regularly passed and adopted at an adjourned regular meeting of the City Council of the City of Indian Wells the 16th day of July 2015, by the following vote:

AYES:
NOES:

ATTEST:

APPROVED AS TO FORM:

**ANNA GRANDYS
CITY CLERK**

**STEPHEN P. DEITSCH
CITY ATTORNEY**

EXHIBIT "A"

City of Indian Wells
 Rate Increase
 Effective July 1, 2015
RESIDENTIAL SERVICE

Disposal Increase
 Old Disposal Rate \$ 41.70 /ton
 New Disposal Rate \$ 44.24 /ton
\$ Change \$ 2.54 /ton

Disposal Change % 6.091%

**Current
 Rates 2014-15**

DESCRIPTION	SERVICE RATE	DUMP FEE	AB939 FUND	RECYCLING SERVICE	HHW Fee	MONTHLY CHARGE
TAX ROLL	\$10.30	\$2.83	\$0.53	\$4.54	\$1.75	\$19.95
DIRECT BILL	\$11.23	\$2.83	\$0.53	\$4.54	\$1.75	\$20.88

**Proposed
 Rates 2015-16**

DESCRIPTION	SERVICE RATE	DUMP FEE	AB939 FUND	RECYCLING SERVICE	HHW Fee	MONTHLY CHARGE
TAX ROLL	\$10.30	\$3.03	\$0.53	\$4.54	\$ 1.75	\$20.15
DIRECT BILL	\$11.23	\$3.03	\$0.53	\$4.54	\$ 1.75	\$21.08

NEW START FEE	\$14.00
RE-START FEE	\$21.01
NSF / RETURNED CHECK FEE	\$28.00

NEW START FEE	\$14.00
RE-START FEE	\$21.01
NSF / RETURNED CHECK FEE	\$28.00

HHW Cost			
Date	Amount	Total HHW Cost 2014-5 # of Homes	
2013/2014	\$ 7,506 /MO		\$ 90,069
		HHW Proposed Fee/ Month	\$ 1.75

HHW Cost			
Date	Amount	Total HHW Cost 2015-6 # of Homes	
2015/2016	\$ 7,506 /MO		\$ 90,069
		HHW Proposed Fee/ Month	\$ 1.75

Bulky item collection per occurrence/negotiable \$ 60.60
 Replacement recycling containers (2nd in 12-month period) per occurrence \$ 29.43
 Wheeled cart (purchase) per occurrence \$ 81.20

Bulky item collection per occurrence/negotiable \$60.60
 Replacement recycling containers (2nd in 12-month period) per occurrence \$29.43
 Wheeled cart (purchase) per occurrence \$81.20

5/18/2015

City of Indian Wells
 Resolution No. 2015-___
 Page 5

City of Indian Wells
 Rate Increase
 Effective July 1, 2015

COMMERCIAL SERVICE

Disposal Increase

Old Disposal Rate	\$	41.70	/ton
New Disposal Rate	\$	44.24	/ton
\$ Change	\$	2.54	/ton

Disposal Change % **6.091%**

Current
 Rates 2014-15

Proposed
 Rates 2015-16

COMMERCIAL RATES

2 YARD BIN SERVICE PICK-UP PER WEEK	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$69.58	\$20.59	\$5.63	\$95.80
2	\$119.45	\$41.20	\$11.26	\$171.91
3	\$169.26	\$61.78	\$16.89	\$247.93
4	\$219.83	\$82.38	\$21.92	\$324.13
5	\$268.79	\$103.58	\$28.15	\$400.52
6	\$353.09	\$121.61	\$33.77	\$508.47
EXTRA EMPTY PICK-UP	\$46.89	+	Pull Out Fee	\$8.64

2 YARD BIN SERVICE PICK-UP PER WEEK	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$69.58	\$ 22.07	\$5.63	\$ 97.28
2	\$119.45	\$ 44.15	\$11.26	\$ 174.86
3	\$169.26	\$ 66.21	\$16.89	\$ 252.36
4	\$219.83	\$ 88.28	\$21.92	\$ 330.03
5	\$268.79	\$ 111.00	\$28.15	\$ 407.94
6	\$353.09	\$ 130.32	\$33.77	\$ 517.18
EXTRA EMPTY PICK-UP	\$46.89	+	Pull Out Fee	\$ 8.64

3 YARD BIN SERVICE PICK-UP PER WEEK	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$87.39	\$30.87	\$8.44	\$126.70
2	\$149.18	\$61.78	\$16.89	\$227.85
3	\$212.91	\$92.71	\$25.33	\$330.95
4	\$271.39	\$123.56	\$33.77	\$428.72
5	\$335.16	\$154.25	\$42.22	\$531.63
6	\$396.36	\$185.36	\$50.66	\$632.38
EXTRA EMPTY PICK-UP	\$64.36	+	Pull Out Fee	\$8.64

3 YARD BIN SERVICE PICK-UP PER WEEK	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$87.39	\$ 33.08	\$8.44	\$ 128.91
2	\$149.18	\$ 66.21	\$16.89	\$ 232.28
3	\$212.91	\$ 99.35	\$25.33	\$ 337.59
4	\$271.39	\$ 132.41	\$33.77	\$ 437.57
5	\$335.16	\$ 165.30	\$42.22	\$ 542.68
6	\$396.36	\$ 198.64	\$50.66	\$ 645.66
EXTRA EMPTY PICK-UP	\$64.36	+	Pull Out Fee	\$ 8.64

4 YARD BIN SERVICE PICK-UP PER WEEK	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$114.71	\$41.20	\$11.26	\$167.17
2	\$184.98	\$82.38	\$22.52	\$289.88
3	\$258.92	\$123.56	\$33.77	\$416.25
4	\$332.55	\$164.43	\$45.03	\$542.01
5	\$406.26	\$205.72	\$56.29	\$668.27
6	\$472.96	\$246.92	\$67.55	\$787.43
EXTRA EMPTY PICK-UP	\$84.11	+	Pull Out Fee	\$8.64

4 YARD BIN SERVICE PICK-UP PER WEEK	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$114.71	\$ 44.15	\$11.26	\$ 170.12
2	\$184.98	\$ 88.28	\$22.52	\$ 295.78
3	\$258.92	\$ 132.41	\$33.77	\$ 425.10
4	\$332.55	\$ 176.21	\$45.03	\$ 553.79
5	\$406.26	\$ 220.46	\$56.29	\$ 685.01
6	\$472.96	\$ 264.61	\$67.55	\$ 805.12
EXTRA EMPTY PICK-UP	\$84.11	+	Pull Out Fee	\$ 8.64

6 YARD BIN SERVICE PICK-UP PER WEEK	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$157.26	\$59.20	\$29.05	\$245.51
2	\$270.49	\$118.39	\$58.10	\$446.98
3	\$387.37	\$177.60	\$87.15	\$652.12
4	\$494.24	\$236.79	\$116.20	\$847.23
5	\$611.20	\$394.26	\$165.44	\$1,170.90
6	\$723.27	\$473.20	\$198.53	\$1,395.00
EXTRA EMPTY PICK-UP	\$112.18	+	Pull Out Fee	\$8.64

6 YARD BIN SERVICE PICK-UP PER WEEK	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$157.26	\$ 63.44	\$29.05	\$ 249.75
2	\$270.49	\$ 126.87	\$58.10	\$ 455.46
3	\$387.37	\$ 190.33	\$87.15	\$ 664.85
4	\$494.24	\$ 253.78	\$116.20	\$ 864.20
5	\$611.20	\$ 422.51	\$165.44	\$ 1,199.15
6	\$723.27	\$ 507.11	\$198.53	\$ 1,428.91
EXTRA EMPTY PICK-UP	\$112.18	+	Pull Out Fee	\$ 8.64

OTHER CHARGES	AMOUNT
RE-START FEE	\$21.02
NEW START FEE	\$14.00
PULL-OUT CHARGE	\$36.83
LOCKING CONTAINER CHARGE (CUSTOMER PROVIDES LOCK & KEY)	\$63.01
REPLACEMENT LOCKING BAR CHARGE	\$42.04
TEMP/CONSTRUCTION 3yd, per lift	\$131.05
TEMP/CONSTRUCTION 4yd, per lift	\$167.78
NSF / RETURNED CHECK	\$25.79
96 GALLON RECYCLING CONTAINER MONTHLY CHARGE, COMMERCIAL	\$12.98
35 GALLON RECYCLING CONTAINER MONTHLY CHARGE, COMMERCIAL	\$9.26
SATURDAY CHARGE PER BIN (SERVICE LESS THAN 4 DAYS PER WEEK) MONTHLY	\$34.81

OTHER CHARGES	AMOUNT
RE-START FEE	\$ 21.02
NEW START FEE	\$ 14.00
PULL-OUT CHARGE	\$ 36.83
LOCKING CONTAINER CHARGE (CUSTOMER PROVIDES LOCK & KEY)	\$ 63.01
REPLACEMENT LOCKING BAR CHARGE	\$ 42.04
TEMP/CONSTRUCTION 3yd, per lift	\$ 135.04
TEMP/CONSTRUCTION 4yd, per lift	\$ 172.89
NSF / RETURNED CHECK	\$ 25.79
96 GALLON RECYCLING CONTAINER MONTHLY CHARGE, COMMERCIAL	\$ 12.98
35 GALLON RECYCLING CONTAINER MONTHLY CHARGE, COMMERCIAL	\$ 9.26
SATURDAY CHARGE PER BIN (SERVICE LESS THAN 4 DAYS PER WEEK) MONTHLY	\$ 34.81

**Proposed
 Rates 2015-16**

COMPACTOR RATES (X3)

2 YARD BIN SERVICE PICK-UP PER WEE	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$208.74	\$66.21	\$16.89	\$291.84
2	\$358.35	\$132.45	\$33.78	\$524.58
3	\$507.78	\$198.63	\$50.67	\$757.08
4	\$659.49	\$264.84	\$65.76	\$990.09
5	\$806.37	\$333.00	\$84.45	\$1,223.82
6	\$1,059.27	\$390.96	\$101.31	\$1,551.54
EXTRA EMPTY PICK	\$140.67	+	Pull Out Fee	\$ 25.91

3 YARD BIN SERVICE PICK-UP PER WEE	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$262.17	\$99.24	\$25.32	\$386.73
2	\$447.54	\$198.63	\$50.67	\$696.84
3	\$638.73	\$298.05	\$75.99	\$1,012.77
4	\$814.17	\$397.23	\$101.31	\$1,312.71
5	\$1,005.48	\$495.90	\$126.66	\$1,628.04
6	\$1,189.08	\$595.92	\$151.98	\$1,936.98
EXTRA EMPTY PICK	\$193.08	+	Pull Out Fee	\$ 25.92

4 YARD BIN SERVICE PICK-UP PER WEE	SERVICE RATE	DUMP FEE	AB939 FUND	MONTHLY CHARGE
1	\$344.13	\$132.45	\$33.78	\$510.36
2	\$554.94	\$264.84	\$67.56	\$887.34
3	\$776.76	\$397.23	\$101.31	\$1,275.30
4	\$997.65	\$528.63	\$135.09	\$1,661.37
5	\$1,218.78	\$661.38	\$168.87	\$2,049.03
6	\$1,418.88	\$793.83	\$202.65	\$2,415.36
EXTRA EMPTY PICK	\$252.33	+	Pull Out Fee	\$ 25.92

City of Indian Wells
 Resolution No. 2015-___
 Page 7

City of Indian Wells
 Rate Increase
 Effective July 1, 2015

ROLL OFF SERVICE

<u>Disposal Increase</u>	<u>Excl FF</u>	<u>Incl FF</u>
Old Disposal Rate	\$ 41.70 /ton	\$ 49.06 /ton
New Disposal Rate	\$ 44.24 /ton	\$ 52.05 /ton
\$ Change	\$ 2.54 /ton	\$ 2.99 /ton

Disposal Change % 6.091% 6.091%

Current
 Rates 2014-15

PERMANENT ROLL OFF RATES (1 MONTH MIN. SERVICE-INCLUDES 3 EXCHANGES & LAST REMOVAL)

DESCRIPTION	SERVICE RATE	LANDFILL FEE (PER TON)	AB939 FUND (PER LOAD)
20 YARD CONTAINER	\$151.22	\$ 48.56	\$ 31.06
30 YARD CONTAINER	\$151.22	\$ 48.56	\$ 46.59
40 YARD CONTAINER	\$174.71	\$ 48.56	\$ 62.12

Landfill fees at cost plus franchise fee

COMPACTOR RATES (ONE MONTH MINIMUM SERVICE. INCLUDES 3 EXCHANGES & LAST REMOVAL)

DESCRIPTION	SERVICE RATE	LANDFILL FEE (PER TON)	AB939 FUND (PER LOAD)
20 YARD CONTAINER W/ COMPACTOR	\$367.54	\$ 48.56	\$ 62.12
30 YARD CONTAINER W/ COMPACTOR	\$367.54	\$ 48.56	\$ 93.18
40 YARD CONTAINER W/ COMPACTOR	\$432.94	\$ 48.56	\$ 124.24

OTHER CHARGES

OTHER CHARGES	AMOUNT
LANDFILL FEE (PER TON)	\$ 48.56
EXTRA TRIP CHARGE	\$ 82.80
RELOCATION CHARGE	\$ 41.40
NEW START FEE	\$ 13.80
RE-START FEE	\$ 20.70
NSF / RETURNED CHECK FEE	\$ 27.59

RENTAL FEE	\$ 20.24
Concrete Washout - Pump	\$ 108.75

Proposed
 Rates 2015-16

PERMANENT ROLL OFF RATES (1 MONTH MIN. SERVICE-INCLUDES 3 EXCHANGES & LAST REMOVAL)

DESCRIPTION	SERVICE RATE	LANDFILL FEE (PER TON)	AB939 FUND (PER LOAD)
20 YARD CONTAINER	\$151.22	\$ 52.05	\$31.06
30 YARD CONTAINER	\$151.22	\$ 52.05	\$46.59
40 YARD CONTAINER	\$174.71	\$ 52.05	\$62.12

Landfill fees at cost plus franchise fee

COMPACTOR RATES (ONE MONTH MINIMUM SERVICE. INCLUDES 3 EXCHANGES & LAST REMOVAL)

DESCRIPTION	SERVICE RATE	LANDFILL FEE (PER TON)	AB939 FUND (PER LOAD)
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OTHER CHARGES

OTHER CHARGES	AMOUNT
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EXTRA TRIP CHARGE	\$82.80
RELOCATION CHARGE	\$41.40
NEW START FEE	\$13.80
RE-START FEE	\$20.70
NSF / RETURNED CHECK FEE	\$27.59

RENTAL FEE	\$20.24
Concrete Washout - Pump	\$108.75

5/18/2015

Series Id: WPUSOP3000
 Not Seasonally Adjusted
 Group: Stage of processing
 Item: Finished goods
 Base Date: 198200

Download:

 .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2002	137.4	137.7	138.7	138.8	138.6	139	138.8	138.8	139.1	140.7	139.7	139	138.9
2003	140.8	142.3	144.2	142.1	142	143	143	143.7	144	145.5	144.5	144.5	143.3
2004	145.4	145.3	146.3	147.3	148.9	148.7	148.5	148.5	148.7	152	151.7	150.6	148.5
2005	151.4	152.1	153.6	154.4	154.3	154.2	155.5	156.3	158.9	160.9	158.3	158.7	155.7
2006	159.9	158	159.1	160.7	161.2	161.8	161.7	162.3	160.3	158.9	159.8	160.5	160.4
2007	160.1	161.8	164.1	165.9	167.5	167.2	168.5	166.1	167.4	168.6	171.4	170.4	166.6
2008	172	172.3	175.1	176.5	179.8	182.4	185.1	182.2	182.2	177.4	172	168.8	177.1
2009	170.4	169.9	169.1	170.3	171.1	174.3	172.4	174.2	173.2	173.8	175.7(R)	176	172.5
2010	178	177	179.1	179.5	179.8	179	179.5	179.9	180	181.2	181.6	182.6	179.8
2011	184.4	186.6	189.1	191.4	192.5	191.4	192.2	191.7	192.6	191.8	191.7	191.3(P)	190.6(P)
2012	191.9(P)	192.7(P)	194.4(P)										

R : Revised

P : Preliminary. All indexes are subject to revision four months after original publication.



Legislation Text

File #: ORD-112-15, Version: 1

Indian Wells City Council Staff Report - Community Development

July 16, 2015

Expedited Permitting Process for Small Residential Rooftop Solar Systems and Finding the Project Exempt Under CEQA

RECOMMENDED ACTIONS:

Council FINDS the action does not constitute a project subject to the provisions of the California Environmental Quality Act (CEQA); and

INTRODUCES Ordinance adding Chapter 16.100 to the Indian Wells Municipal Code to provide an expedited permitting process for small residential rooftop solar systems.

DISCUSSION:

Background:

Signed into law by the Governor on September 21, 2014, Assembly Bill 2188 ("AB 2188") amends Government Code Section 65850.5, Solar Rights Act, requiring all California cities to create an expedited permitting process for small residential rooftop solar energy systems (10 kilowatts or smaller) on or before September 30, 2015. AB 2188 furthers the State's policy of promoting and encouraging the installation and use of solar energy systems by limiting obstacles to their use, and by minimizing the permitting costs of such systems.

Analysis:

AB 2188 requires cities to adopt a standard plan framework and checklist outlining all requirements a small residential rooftop solar energy system must comply with for an expedited review. It also requires the checklist and permit application to be available on the City's website, the City must accept electronic submission of the permit documents, and limit building inspections to no more than one inspection, which must be completed in a timely manner.

The City already meets most of the requirements outlined by AB 2188. The City has a solar permit checklist that identifies all of the aspects necessary for submittal of a building permit application to expedite the plan check review. For those projects that have a standard mounting system and

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structural engineering documentation, the plans are plan checked in-house, usually within one week. The permit application and checklist requirements are on the City's website under Building Department forms. In addition, the City typically performs one inspection for all residential solar systems.

Following approval of AB 2188, the City has developed an online submittal process. The City can now accept solar permit applications at the Building counter and/or electronically through the City's website. With this last component completed, the City now meets all of the requirements outlined by AB 2188.

ENVIRONMENTAL:

This Ordinance does not commit the City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

FISCAL IMPACT:

There is no anticipated fiscal impact. The costs to implement the expedited permitting process will be recovered through existing building permit fees.

ATTACHMENT:

1. Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADDING CHAPTER 16.100 OF TITLE 16 (BUILDING AND CONSTRUCTION) TO THE INDIAN WELLS MUNICIPAL CODE, TO PROVIDE AN EXPEDITED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

WHEREAS, the City Council of the City of Indian Wells (the “City”) seeks to implement Assembly Bill 2188, an act amending Section 65850.5 (Solar Rights Act) of the State Government Code through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, the City wishes to advance the use of solar energy by all of its residents by adopting regulations for an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, it is in the interest of the health, safety and welfare of the residents of the City to provide an expedited permitting process for small rooftop solar systems to assure the effective deployment of solar technology, in accordance with the requirements of AB 2188.

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

SECTION 1. Indian Wells Municipal Code Chapter 16.100 (Small Residential Rooftop Solar Systems) is hereby added to read in its entirety as follows:

**“Chapter 16.100
SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS**

Sections:

- 16.100.010 Applicability and purpose.**
- 16.100.020 Definitions.**
- 16.100.030 Small residential rooftop solar system requirements.**
- 16.100.040 Electronic processing.**
- 16.100.050 Application review.**
- 16.100.060 Inspections.**

16.100.010 Applicability and purpose.

This Chapter applies to the permitting of all small residential rooftop solar energy systems in the City. The purpose of this Chapter is to create an expedited, streamlined solar permitting process that complies with the Solar Rights Act, as amended by AB 2188 (Chapter 521, Statutes 2014), to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This Chapter encourages the use of small

residential rooftop solar energy systems by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install small rooftop solar energy systems. This Chapter allows the City to achieve these goals while protecting the public health and safety of the community.

16.100.020 Definitions.

The definitions set forth below shall be applicable to the provisions in this Article.

“Electronic submittal” means the utilization of one or more of the following:

- i. Email;
- ii. The Internet;
- iii. Facsimile.

“Official” means the City’s Building Official.

“Small residential rooftop solar energy system” means a solar energy system that meets all of the following:

- i. Is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal;
- ii. Conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City, and all state and City health and safety standards;
- iii. Conforms to all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability;
- iv. Is installed on a single or duplex family dwelling;
- v. The panel or module array does not exceed the maximum legal building height as defined by the City.

“Solar energy system” has the meaning set forth in paragraph (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

16.100.030 Small residential rooftop solar system requirements.

(a) A solar energy system that qualifies as a small residential rooftop solar energy system, as defined in this Chapter, shall be processed in accordance with the terms of this Chapter.

(b) A small residential rooftop solar energy system shall meet applicable health and safety standards and requirements imposed by the State, City, and local fire department or district.

(c) The Official shall, prior to September 30, 2015, adopt an administrative, nondiscretionary expedited review process for small residential rooftop solar energy systems, which shall include standard plan(s) and checklist(s). The checklist(s) shall set forth all requirements with which small residential rooftop solar energy systems must comply with to be eligible for expedited review.

(d) The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

16.100.040 Electronic processing.

(a) All documents required for the submission of an expedited small residential rooftop solar energy system application shall be made available on a publicly accessible City website.

(b) Electronic submittal of the required permit application and documents by electronic means shall be made available to all small residential rooftop solar energy system permit applicants. The City's website shall specify the permitted method of electronic document submission.

(c) An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

16.100.050 Application review.

(a) An application that City staff determines satisfies the information requirements contained in the City's checklist(s) for expedited small residential rooftop solar system processing, including complete supporting documents, shall be deemed complete.

(b) If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

(c) After City staff deems an application complete, City staff shall review the application to determine whether the application meets local, state, and federal health and safety requirements.

(d) City staff shall issue a building permit or other nondiscretionary permit within a reasonable period of time after receipt of a complete application that meets the requirements of the approved checklist, standard plan and this Chapter.

(e) The City shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

16.100.060 Inspections.

(a) Only one inspection shall be required and performed by the Building Division for small residential rooftop solar energy systems eligible for expedited review.

(b) The inspection shall be done in a timely manner.

(c) If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but the inspection timing need not conform to the requirements of this Chapter.”

SECTION 2. CEQA. This Ordinance does not commit the City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

SECTION 3. SEVERABILITY. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance, which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable. This Ordinance amends, adds to and deletes (as applicable) sections of the Indian Wells Municipal Code.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in force 30 days after passage.

SECTION 5. PUBLICATION. The City Clerk is directed to publish this Ordinance within the manner and in the time prescribed by law.

PASSED APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on the 17th day of September, 2015.

**TY PEABODY
MAYOR**

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

CERTIFICATION FOR ORDINANCE NO. _____

I, Wade G. McKinney, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Ordinance No. _____, having been regularly introduced at the meeting of July 16, 2015 was again introduced, the reading in full thereafter unanimously waived, and duly passed and adopted at a regular meeting of the City Council held on September 17, 2015 and said Ordinance was passed and adopted by the following stated vote, to wit:

AYES:
NOES:

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

ATTEST:

APPROVED AS TO FORM:

**WADE G. MCKINNEY
CITY MANAGER/CITY CLERK**

**STEPHEN P. DEITSCH
CITY ATTORNEY**



Legislation Text

File #: ORD-113-15, Version: 1

Indian Wells City Council Staff Report - Community Development

July 16, 2015

Temporarily Suspension of Landscaping Approval Process During State Emergency Drought Period and Finding the Project Exempt Under CEQA

RECOMMENDED ACTIONS:

Council FINDS the action does not constitute a project subject to the provisions of the California Environmental Quality Act (CEQA); and

ADOPTS Urgency Ordinance suspending the City's approval process of front yard landscaping during the State's emergency drought period, and

DIRECTS Staff to suspend the application fee for all new and remodeled front yard design applications for the period that the Governor's existing drought/water conservation proclamation, as it may be amended from time to time, remains in effect.

DISCUSSION:

Background

At the June 3, 2015 Water Conservation Workshop, the City Council directed Staff to temporarily suspend the City's approval process for residential front yard landscape projects during the officially declared drought period.

In addition, the Council agreed to allow brown lawns with no code enforcement action until the State made a final determination on Assembly Bill 1. AB 1 prohibits cities and counties from imposing a fine under any local ordinance for failure to water a lawn or having a brown lawn during an official emergency drought period. AB 1 was approved by both houses of the Legislature and is awaiting signature by the Governor.

Temporary Code Change

To streamline the approval process for residents to modify their landscaping to meet the new mandated water restrictions adopted by the Coachella Valley Water District ("CVWD"), the City

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Council directed Staff to change the current approval process and eliminate the processing fee during the drought period.

The City's Zoning Code (Chapter 21.60 Architecture and Landscape Review) requires review and approval of all new and remodeled front yard landscape designs by the City's Architecture & Landscape Committee ("ALC") if a resident changes more than 50% of the front yard design and the property is not within a Home Owners Association (HOA). The current ALC review fee is \$428 and the processing time is one month.

The attached ordinance temporarily modifies the City's landscape approval process from ALC approval to a Staff level approval with the intent to reduce the landscape approval time and cost during the drought period. As part of Staff's review, Staff will consider the plant and irrigation measures proposed and place reasonable conditions of approval on the application, including but not limited to, the use of weed block.

In lieu of drafting their own plans, residents may:

- use plans previously approved by CVWD as part of a rebate program for water efficient; or
- use the plant palette and irrigation systems as described in CVWD's Cooperative Landscape Water Management Program handouts available on CVWD's website; or
- use other plans designated by Staff as fulfilling the requirement.

The application fee for landscape approval is established by the City. Staff recommends Council direct Staff to suspend collection of the application fee for all new and remodeled front yard design applications during the period the Governor's existing drought/water conservation proclamation, as it may be amended from time to time, remains in effect.

ATTACHMENT:

1. Ordinance

URGENCY ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA TEMPORARILY AMENDING INDIAN WELLS MUNICIPAL CODE SECTION 21.60.080 CONCERNING LANDSCAPING DESIGN PLANS DURING THE CURRENT DROUGHT STATE OF EMERGENCY

WHEREAS, on January 17, 2014, State of California Governor Brown (the "Governor") proclaimed a drought state of emergency ("Emergency Drought Proclamation"); and

WHEREAS, on April 25, 2014, the Governor signed an Executive Order ("April 2014 Proclamation") calling on the State of California to re-double state drought actions. Among other things, the Executive Order directed the State Water Resources Control Board ("SWRCB") to adopt emergency regulations as it deems necessary to ensure that "Urban Water Suppliers" implement drought response plans to limit outdoor irrigation and other wasteful water practices; and

WHEREAS, California Water Code section 1058.5 grants the SWRCB the authority to adopt emergency regulations in certain drought years when the Governor has issued a proclamation of emergency based on drought conditions in order to: "prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter's priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports."; and

WHEREAS, on July 15, 2014, the SWRCB adopted Resolution 2014-0038, which adopted an emergency regulation for water conservation that added new sections to title 23 of the California Code of Regulations. That emergency regulation became effective on July 28, 2014 upon approval by the State's Office of Administrative Law; and

WHEREAS, on March 17, 2015, the SWRCB considered and readopted the existing emergency regulation originally adopted on July 15, 2014, with some updates, for an additional 270 days beyond the original April 25, 2015 expiration date. The updated emergency regulation consists of four main types of requirements: a prohibition on certain irrigation practices, restrictions on certain commercial activities, an order for all urban water suppliers to implement mandatory restrictions on outdoor irrigation, and an order for water suppliers with 3,000 or more service connections to provide monthly data on water production, compliance actions, and outdoor water conservation measures being implemented. Concurrently, the SWRCB made a finding that an emergency exists due to severe drought conditions and that adoption of the updated emergency regulation was necessary to address the emergency and that non-emergency regulations cannot timely address the current severe drought emergency; and

WHEREAS, on April 1, 2015, the Governor issued Executive Order B-29-15 that, in part, directed the SWRCB to impose restrictions on water suppliers to achieve a statewide 25 percent (25%) reduction in potable urban usage through February 2016. The Executive Order includes, but is not limited to, the following: (1) requiring implementation of water efficiency measures for commercial, industrial, and institutional water users; (2) prohibiting irrigation with potable water of ornamental turf in public street medians; and (3) prohibiting irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development; and

WHEREAS, on May 5, 2015, the SWRCB adopted emergency regulations that for the first time impose mandatory water restrictions throughout California. On May 18, 2015, the regulations went into effect when the Office of Administrative Law approved them. The new regulations implement an executive order issued by Governor Jerry Brown on April 1, 2015, to address the severe drought gripping the state; and

WHEREAS, on May 12, 2015, the Coachella Valley Water District ("CVWD") adopted Ordinance No. 1419 to address the State Water Board's Emergency Regulations. The ordinance is effective immediately and outlines eleven (11) mandatory water restrictions and twelve (12) recommended activities to help reduce water use in the District; and

WHEREAS, the drought conditions that formed the basis of the Governor's Emergency Drought Proclamation continue to exist. The present year is critically dry and has been immediately preceded by multiple consecutive below normal, dry, or critically dry years. The drought conditions will likely continue for the foreseeable future; and

WHEREAS, the concerns over the existing drought conditions are a legitimate health concern of the City of Indian Wells ("City") which demands reasonable regulation of the review of plans for the design of landscaping for new development in the City to protect the health and well-being of its citizens; and

WHEREAS, the City Council desires to minimize and control these adverse drought conditions and thereby immediately protect and preserve the public peace, health and safety of the City and its citizens, preserve the quality of life and stability of the water supply for its citizens, preserve property values and the character of surrounding neighborhoods, and deter the spread of urban blight; and

WHEREAS, procedures in furtherance of police power regulations are legitimate and reasonable means of accountability to ensure that landscape designs for new development maximize the implementation of irrigation and other water efficient measures, maximize the efficacy of existing rebate programs for water efficient devices provided by the City's water suppliers and others, minimize the cost to the applicant, and have reasonable conditions of approval to control for factors such as the blocking of the growth of weeds and other undesirable landscape; and

WHEREAS, Chapter 21.60 of the City's Municipal Code ("Chapter 21.60") requires certain proposed architectural, landscape, site development plans and other similar matters (collectively, "Plans") to be consistent with the regulations contained in Chapter 21.60. Chapter 21.60 requires that applications be made to the City to have the Plans reviewed by the City's Architecture and Landscape Committee ("ALC"), which shall determine whether the Plans and all other matters subject to review by the ALC under Chapter 21.60 are consistent with Chapter 21.60 and with the objectives of the design guidelines established by the City, and shall give or withhold approval accordingly. Specifically, subsection (A) of section 21.60.080 of Chapter 21.60 provides that, upon the submission of a complete application for a review of Plans by the ALC for areas without an active Homeowner's Association, the application must be submitted to the City's Planning Department for scheduling and consideration before the ALC. Subsection (C) of section 21.60.080 of Chapter 21.60 provides that, in the event a complete application for a review of Plans for areas with an active Homeowner's Association is submitted to such Homeowner's Association and said Association does not approve, approve with conditions, or deny the application within sixty days, the application and its Plans shall be submitted to the City's Planning Department for scheduling and consideration before the ALC; and

WHEREAS, the City Council desires to amend, for the entire duration of the Emergency Drought Proclamation, section 21.60.080 of Chapter 21.60 to the extent that it requires Plans to be reviewed by the ALC and to instead to have such Plans reviewed by City staff at no cost to the applicant in a manner that is consistent with the provisions of this Urgency Ordinance; and

WHEREAS, it is the intent of the City Council of the City to enact this Urgency Ordinance to amend the procedure requiring review of Plans by the ALC for the duration of the Emergency Drought Proclamation and to instead have a procedure that requires that such Plans be reviewed by City staff at no cost to the applicant to streamline the approval process for Plans, maximize the implementation of irrigation and other water efficient measures, maximize the efficacy of existing rebate programs for water efficient devices provided by the City's water suppliers and others, minimize the costs of the applicant, and have reasonable conditions of approval to control for factors such as the blocking of the growth of weeds and other undesirable landscape; and

WHEREAS, California Government Code Section 36937(b) provides for the adoption of an urgency ordinance for the immediate preservation of the public safety, health, and welfare without following the procedures otherwise required for the adoption of an ordinance amending the procedures found in section 21.60.080 of Chapter 21.60; and

WHEREAS, in accordance with Government Code Section 36937, such an urgency ordinance requires a four-fifths vote of the entire City Council; and

WHEREAS, the City Council after considering public testimony given at the public hearing for this Urgency Ordinance does hereby determine that this Urgency Ordinance is in the best interest of the City.

NOW, THEREFORE, the Council of the City of Indian Wells does ordain as follows:

SECTION 1. URGENCY FINDINGS. The City Council of the City of Indian Wells hereby **FINDS** that:

A. California Government Code, Section 36937(b) provides that an urgency measure for the immediate preservation of the public peace, health or safety shall take effect immediately upon adoption. The City Council finds that this Urgency Ordinance, and the regulations set forth herein, are necessary for the immediate preservation of public peace, health and safety in order to protect residents and local businesses from the adverse secondary effects of the existing drought conditions that gave rise to the Governor's Emergency Drought Proclamation and that continue to exist today.

B. The City Council hereby **ADOPTS** the foregoing recitals as its findings that the adoption of this Urgency Ordinance is necessary.

SECTION 2. AMENDMENT OF INDIAN WELLS MUNICIPAL CODE SECTION 21.60.080 TO APPLY ONLY DURING THE CURRENT EMERGENCY DROUGHT PROCLAMATION. From the effective date of this Urgency Ordinance until the expiration of the current Emergency Drought Proclamation, section 21.60.080 of the Indian Wells Municipal Code shall read as follows:

"21.60.080 Review process.

Upon the submission of a complete application, the review process for applications that would otherwise be required by this Chapter to go before the ALC shall be accomplished according to the following methods:

(a) No Homeowners Association. If an application is located in an area without an active Homeowner's Association, a complete design package as specified in Section 21.60.100, must be submitted to the Planning Department for review by City staff at no cost to the applicant. As part of staff's review, staff shall: consider the proposed and all possible irrigation measures to the area covered by the application and place reasonable conditions of approval on the application, including but not limited to requiring the use of reasonable irrigation measures and water efficient designs and the use of weed blocks. In lieu of completing the City's standard application, applicants may instead use either: plans that have previously been approved by the Coachella Valley Water District as part of a formal Coachella Valley Water District rebate program for water efficient plans, the plant palette and irrigation systems as described in CVWD's Cooperative Landscape Water Management Program handouts available on CVWD's website, or other plans designated by City staff as fulfilling the purpose and intent of this Chapter.

(b) Homeowners' Association. If an application is located in an area with an active Homeowner's Association, a complete design package, having been reviewed and approved by an active Homeowner's Association shall be reviewed by the Planning Department for compliance with the basic zoning and design parameters specified in the Zoning Code and design guidelines established by the City. Upon the completion of this staff review the applicant will be permitted to submit working drawings to the Building Department. However, if conditions warrant, the design package may be referred to the ALC for design approval at the direction of the Community Development Director, based upon the Zoning Code and Architecture and Landscape Design Standards established by the City.

(c) Failure of Homeowners' Association to Act on Application after Submission. In the event a design package (application) is submitted to an active Property Owners' or Homeowners' Association and said Association does not approve, approve with conditions or deny a design package within sixty (60) days, said design package shall be submitted to the Planning Department for review and approval subject to the procedures outlined in subsection (a) of this section 21.60.080."

SECTION 3. INDIAN WELLS MUNICIPAL CODE SECTION 21.60.080 UPON EXPIRATION OF THE CURRENT EMERGENCY DROUGHT PROCLAMATION. Upon expiration of the current Emergency Drought Proclamation, section 21.60.080 of the Indian Wells Municipal Code shall read as follows:

"21.60.080 Review process.

Upon the submission of a complete application, the ALC review process shall be accomplished by either one (1) of the two (2) following methods:

(a) No Homeowners Association. If an application is located in an area without an active Homeowner's Association, a complete design package as specified in Section 21.60.100, must be submitted to the Planning Department for scheduling before the ALC.

(b) Homeowners' Association. If an application is located in an area with an active Homeowner's Association, a complete design package, having been reviewed and approved by an active Homeowner's Association shall be reviewed by the Planning Department for compliance with the basic zoning and design parameters specified in the Zoning Code and design guidelines established by the City. Upon the completion of this staff review the applicant will be permitted to submit working drawings to the Building Department. However, if conditions warrant, the design package may be referred to the ALC for design approval at the direction of the Community Development Director, based upon the Zoning Code and Architecture and Landscape Design Standards established by the City.

(c) Failure of Homeowners' Association to Act on Application after Submission. In the event a design package (application) is submitted to an active Property Owners' or Homeowners' Association and said Association does not approve, approve with conditions

or deny a design package within sixty (60) days, said design package shall be submitted to the Planning Department for scheduling before the Architecture and Landscape Committee for design approval.”

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 5. EFFECTIVE DATE. This Ordinance is adopted as an urgency ordinance pursuant to the provisions of Government code Sections 36934 and 36937, to protect the public peace, health and safety, shall take effect immediately upon its adoption in accordance with California Government Code Section 36937(b). The facts which support this finding or urgency are set forth in SECTION 1 herein above.

SECTION 6. CERTIFICATION AND PUBLICATION. The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the passage and adoption of it by at least four-fifths vote of the City Council, where upon this Ordinance shall take effect and enforced. Within fifteen days after passage of this Ordinance, a summary of the Ordinance shall be published, in accordance with Government Code Section 36933, in a newspaper of general circulation, printed, published, and circulated in the City of Indian Wells.

PASSED, APPROVED and ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on this 16th day of July, 2015.

**TY PEABODY
MAYOR**

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

CERTIFICATION FOR URGENCY ORDINANCE NO. ____

I, Wade G. McKinney, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Urgency Ordinance No. ____, the reading in full thereof unanimously waived, was duly passed and adopted at a regular meeting of the City Council held on the 16th day of July, 2015, and said Ordinance was passed and adopted by the following stated vote, to wit:

AYES:
NOES:

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

ATTEST:

APPROVED AS TO FORM:

**WADE G. MCKINNEY
CITY MANAGER/CITY CLERK**

**STEPHEN P. DEITSCH
CITY ATTORNEY**



Legislation Text

File #: 1178-15, Version: 1

Indian Wells City Council Staff Report - Marketing

July 16, 2015

Upgrade the Cityofindianwells.org Website

RECOMMENDED ACTIONS:

Council APPROVES requisition in the amount of \$57,760 to Civica software to upgrade the cityofindianwells.org website and add two Mobile Apps; and

AUTHORIZES and DIRECTS the City Manager to execute contract for same.

DISCUSSION:

Indian Wells has historically managed two websites: the City site, cityofindianwells.org and the tourism site, indianwells.com. The City site features city content and resident events, and the tourism site drives visitor traffic to the four Resort properties. In recent years, the Resorts have fully developed websites for each property and no longer rely on the City's tourism site.

Websites need updating regularly and as the industry has improved and users have become more sophisticated, the need for modifications to websites is more frequent. Typically a website is good for 2-3 years before needing an update. The frequency of updates is also dependent on the quality of the site. The upgrades recommended are:

- Integrating a responsive design platform, which allows the website to scale properly on all devices such as ipads, tablets and mobile phones.
- Creating an image based design to highlight the beauty of Indian Wells and make it simple to navigate to tennis tickets, RSVP to events and the City's calendar.
- Creating a user-friendly navigation, which will allow residents to find content more easily.

Concurrent with the website upgrade, the tourism content will be absorbed into the City site. This will produce a cost savings by eliminating the HeBS contract of \$65,000 to maintain the site and eliminating the associated promotional campaign of \$45,000 to drive online traffic to indianwells.com. This is an estimated savings of \$105,000.

Another major component of this website upgrade is adding the CivicaAssist MOBILE App and the CivicaAssist CRM (Citizen Request Manager) specifically designed for government to streamline resident communications, code enforcement, and tourism contact information.

FISCAL IMPACT:

Funding for this project is available in the FY 2015-16 budget from accounts:

101.27.02.05330.000 (Marketing)	\$45,000
101.27.06.05310.000 (Technology)	\$12,760

ATTACHMENTS:

1. Civica software project scope and proposal
2. Requisition

Project ID:
COIW-REDESIGN-03

Client: City of Indian Wells
Contact: Micaela Wilkey

Proposal Date:
6/19/2015

Project Scope

Design, Develop & Implement a New Look & Feel for the City of Indian Well's Website

The last few years have been very exciting for Civica. We are continually expanding as a company, adding new technologies to our CMS, CRM and Mobile forefronts, and are proud to put out award winning designs that receive national praise and recognition. We are honored to have the City of Indian Wells in our family of clients and are enthusiastic to get started on a new, easy to use, and powerful navigation and design solution for the City.

Civica will design and integrate a new look, feel and concept for the City of Indian Wells, powered by the latest version of the Civica Content Management System (CMS). Civica's proven ability to design unique Government websites, in combination with data and analysis on website use, and community-based input through focus groups on user perspective, will set the new Website in a class of its own.

New features available as part of a website redesign

- Unique, powerful and user-centered design
- Lively non-Flash friendly homepage slideshows which allow for images, photos and videos
- Option to have homepage slideshow driven by the News Modules
- Easy to use navigation and service-centered information architecture
- Dynamic dropdown menus and mega-menus (How do I...)
- Most popular links and dynamic sitemap
- Optimized graphics and low-graphic version option
- Responsive design framework
- Media Manager control of homepage graphic elements
- Social Media (Facebook & Twitter) and Google Translate
- RSS and News Feeds
- Integration with Google Custom Search Engine (CSE) for trusted and powerful search results

Methodology & Timeline

Milestone 1: Project kick-Off Meeting

Civica will host a project kick-off meeting with the City of Indian Wells team to review discuss current Civica technologies (User Portal, Social Media Integration, Modules, etc.), and introduce all tools used to make this project a success (Collab, Content and Branded Page Matrices for Content Migration, etc.). Based on our experience, we have developed a streamlined process that has proven to be invaluable in collecting data that will provide a solid basis for the development of the navigational structure and design of the new site.

Estimated Timeline: Completion 1 week from Contract

Milestone 2: Concept & Design New Look & Feel Website

Civica does not use design templates, as we feel every public Agency deserves it's very own look & feel. Civica will host a design kick-off meeting with the City of Indian Wells team to review current design, view site examples and discuss the overall concept for a new website design for the City of Indian Wells. Upon completion of the design kick-off meeting and focus groups, our highly qualified design team will have everything needed to deliver 2 unique design concepts for the City of Indian Wells discussion and review. Each design concept will provide alternative ways for homepage design, layout, information hierarchy and architecture. From these 2 unique concepts, Civica will produce a revised concept based on feedback received from the City's design committee, combing all preferred features from each of the initial design directions. The 'combo' composition will then be given up to 3 additional rounds of revisions until an approved homepage composition is delivered. From experience, this process has been proven successful in producing completely unique, captivating and powerful homepage designs for every Civica client.

All design work is done in-house by our experienced design team and each composition is a direct product of interactions between Civica and your City's design committee. Our goal is to deliver a webpage layout design you can be 100% proud to call *home*.

Estimated Timeline: Completion 6-10 weeks from Contract

Milestone 3: Website Engineering and Design Integration

Once the homepage and secondary (internal) page designs have been approved by the City, Civica will host a development version of what will become the new City website. Civica development engineers will integrate the approved designs with the new system. At this point, the new design will "come to life".

Estimated Timeline: Completion 3-5 weeks from Design Approval

Milestone 4: Content Migration / Enhancement Services

Option 1: Content Migration *(included in base price project)*

City to run link check in Civica Admin to remove deleted pages from server and remediate broken and duplicate links*. Upon completion of link check, Civica will import content on live site into development site. City will provide a completed content matrix (webpage inventory) to match old top navigation to new navigation on development site. Civica will import content "as is" from live site to development site and relocate pages to their new navigational structure.

Civica will set up system-wide CSS styles to match the look and feel of the new website and set up a styles page for review.

Some page layouts have been updated to support the responsive framework requirements. Civica will set up a sample page per updated page layout (e.g. FAQs, Photo Gallery, HTML & News) and provide an inventory of pages on the live site that use an unsupported layout. City Staff will be responsible to update all unsupported page layouts. Civica will not be responsible for cleaning up HTML code or manually applying CSS styles to headings, tables, etc. Both of the latter services can be added on for a fee (\$18.80/page).

Estimated Timeline: Completion 4-6 weeks from Design Integration

Option 2: Content Enhancement *(option in lieu of Content Migration)*

Civica will run link check in Civica Admin before importing content on live site into development site*. City will provide a completed content matrix (webpage inventory) to match old top navigation to new navigation on development site. Civica will relocate pages to their new navigational structure and set up new pages or revise existing pages according to updated content provided by City.

Civica will set up system-wide CSS styles to match the look and feel of the new website and set up a styles page for review. Civica will style every single page, clean up the HTML code and manually apply CSS styles to headings, tables, etc. as needed. This will ensure that current HTML standards are applied (ADA compliance, apply responsive classes).

Some page layouts have been updated to support the responsive framework requirements. Civica will set up a sample page per updated page layout (e.g. FAQs, Photo Gallery, HTML & News) and provide an inventory of pages on the live site that use an unsupported layout. Civica will update all unsupported page layouts.

Estimated Timeline: Completion 6-12 weeks from Design Integration

**Civica recommends a second link check before go live of the new site. The link check tool is readily available for City Staff to use as part of the Civica CMS. Optionally, Civica can run link check for a fee (8 hrs x \$96).*

Milestone 5: End-User Training

Web Training

Each session will take your content editors through the tools necessary to maintain and update the content on the website and the procedures for creating and posting new content onto existing pages.

Estimated Timeline: Completion 2 weeks before completion content migration

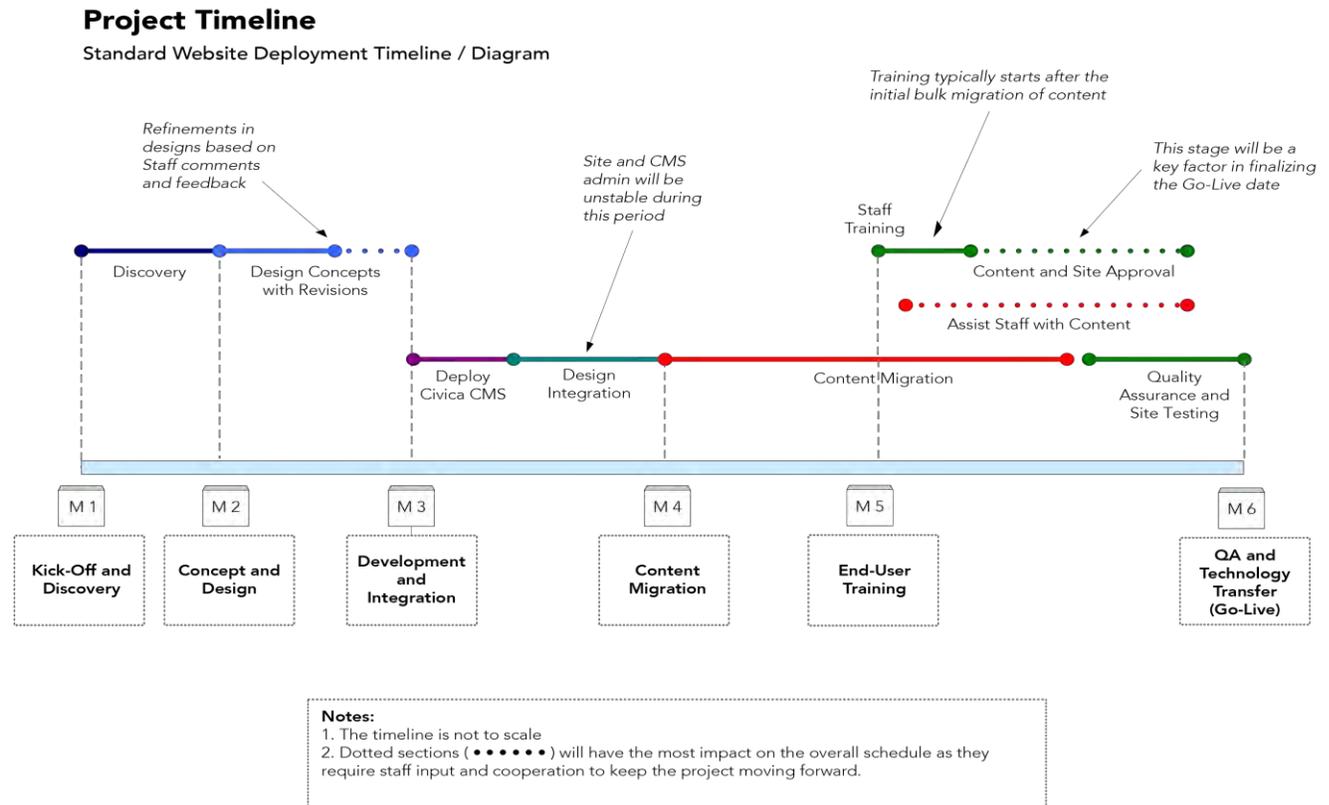
Milestone 6: Quality Assurance & Technology Transfer

Although the site will be continually tested during the entire duration of development, a final checking and testing will take place at this stage. Civica will either transfer the development site to Civica's hosting server or assist in the deployment of the new site on your servers, wherever they are located. Upon transfer of the site, the site will go-live and the City will take full control of the maintenance of all sections, including full access to the source code for the purpose of disaster recovery

Typical Timeline: Completion 2-6 weeks from completion of end-user training

Overall project timeline: 16-28 weeks

A refined Milestone and Deliverables Timeline and Schedule that fits the requirements of the Client will be established at time of contract negotiation and execution.



Project Estimated Cost Summary

<p>New Website Discovery and Consulting Current website review and discussion of goals and objectives Introduction of Collaborative tools used throughout the project</p>	\$1,350
<p>Website Design Phase Design kick-off meeting to review current design, view site examples and discuss current Civica technologies and tools to incorporate in the new website design Delivery of (2) unique homepage design compositions for review Up to (6) revisions of chosen homepage composition Upon Approval of homepage design, (1) secondary page composition will be presented for approval Up to (2) revisions for secondary page</p>	\$6,754
<p>Website Responsive Design Integration Setup of development website and CMS Integration of new homepage and secondary page designs Implementation of desired features and functionality from meetings Initial setup of CSS media queries from mobile phone, tablet and desktop Testing across various viewports (mobile phone, tablet and desktop) to ensure that pages display optimally</p>	\$10,850
<p>New Website Information Architecture and Navigation Civica will run link check in Civica Admin before importing content on live site into development site. Civica will provide a completed content matrix (webpage inventory) to match old top navigation to new navigation on development site. Civica will relocate pages to their new navigational structure and set up new pages or revise existing pages according to updated content provided by City.</p>	\$2,480
<p>Web-Ready Content Migration (350 pages) Migration of existing pages, files, and images to new Navigation Structure and Information Architecture</p>	\$1,860
<p>Content Enhancement 30 hours of content styling and cleanup</p>	\$2,790
<p>Fix Unsupported Page Layout 10% of page layouts are expected to need to be fixed as they will be unsupported by the new responsive frame work Civica will fix all broken page layouts</p>	\$940
<p>Quality Assurance and Technology Transfer Final checking and testing of complete website QA testing across multiple browsers, Operating Systems and devices Migration of website to live hosting environment</p>	\$6,200
<p>Project Management Complete hands-on Project management for the website project from kick-off to launch Project Tracking and collaboration via Collab (project management software)</p>	\$2,970
<p>Training 7 hours of content editor and admin training via web</p>	\$1,675
<p>Department Landing Page Choose from 16 standard layouts and one revision http://civica-v1501.civicasoft.com/widget_layouts/ First one includes setup, configuration and styling of Widget Manager Includes 2 landing pages for newsroom and tourism</p>	\$3,460
<p>Photo Gallery & Video Player Setup Bulk upload of up to 500 images and custom setup of photo galleries / video channels</p>	\$2,790

CivicaAssist CRM (Citizen Request Manager)	
Designed from the ground up specifically for government to streamline the interaction between Citizens, residents and local government	\$4,970
CivicaAssist MOBILE Smartphone App for IOS / Android	
Civica will personalize and brand app design to match current client website Secure user log in with option pin access for faster log in <i>*Annual License Fee for CivicaAssist Mobile is currently \$2,480 per year. With CivicaAssist MOBILE, this includes App updates to correspond with IOS and Android Operating System</i>	\$7,790
Base Project Total	\$56,879

Base Responsive Redesign Project

Please Note:

- Standard payment terms are defined by five (5) Milestones payments, as described in *Terms of Proposal*
- Each Milestone payment is net thirty (30) days.
- Unless otherwise stated, prices in this proposal are valid for 90 days.
- *Civica requests credit for development of the web site on the bottom of the home page of the developed web site. This is handled with a graphic image / hypertext link to the Civica website.*
- All meetings will be held via web using *GoToMeeting*
- The Civica Client Extranet (Collab) will be used as a tool for communication, exchange of artwork, revisions and composition approval.
- Any additional design concepts or revisions, content migration, project management or custom development will be billed at the rates set forth in this estimate / proposal.
- Civica no longer supports Internet Explorer 8 (IE8). Civica will place a notice for users of IE8 that it is not able to view the website and then direct them to download a modern browser.

Terms of this Estimate / Proposal

1. Estimate is good for 90 days from the date first set forth above.
2. The project will be billed in 5 Milestone Payment (Contract Execution-20%, Design Phase-20%, Software Integration-30%, Content Migration-20% and Website Completion-10%).
3. A full / detailed project schedule will be delivered on commencement of the project, if required.
4. All invoices are within 30 days of invoice date.
5. All terms and conditions of the foregoing are subject to a definitive written agreement to be agreed between the parties, if so desired.
6. The client shall be responsible for making additional payments for changes requested by the Client's employees or Agents in original assignment. However, no additional payment shall be made for changes required conforming to the original assignment description, or to amend any vendor omissions.
Development & Changes are billed at the following rates:

• Principal:	\$ 210 per hour
• Trainer	\$ 225 per hour
• Development and Integration	\$ 155 per hour
• Database Administration:	\$ 155 per hour
• Project Management:	\$ 135 per hour
• Design:	\$ 116 per hour
• Content Migration:	\$ 93 per hour
• Web Mastering:	\$ 80 per hour
• Specializing Programming	Varies depending on task assignment

7. The Client will be solely responsible for securing all licenses, digital certificates, and rights of usage to external links and services.
8. Civica Software, Inc. shall retain all rights to reuse all technologies created and implemented for this assignment.
9. The Production Team and any other authors in the work shall receive a credit line with any editorial usage to the extent such credit lines are in accordance to the customary practice in the industry. And, in keeping with the spirit of the Internet, and because Civica is active in the web community, we request credit for development of the web site on the bottom of the home page of the developed web site. This is handled with a graphic image / hypertext link to the Civicas' website.
10. Modifications of the agreement must be written, except that the invoice may include, and the client shall be obligated to pay fees or expenses that were orally authorized in order to progress promptly with work, if followed up with written confirmation within five (5) days.

***This estimate does not include** any client amendments or alterations to include where applicable, design or creative concepts, programming, information architecture, interactive production, digital task alterations or reassignment, special purchase hardware and software, links to and custom program interfaces to third party software and hardware, additional hard copies or duplicate production assets, customer technical support and training, location or studio photography (ipix, be here, digital or traditional), digital retouching, digital image manipulation, scanning, optical character recognition scanning, data acquisition, delivery or courier charges, additional administrative/search requests, SFX/music and image license fees outside of our in house pre-agreed libraries, character illustration, character animation, 3D rendering or animation. If not already specified above, a separate written estimate will be supplied.

Agreed by Client (for/on behalf of the Client)

Date



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

SERVICES REQUISITION

DATE	DEPARTMENT
7/7/2015	Marketing

Terms: **Net 30 Days**

VENDOR: Pixelpushers, Inc. DBA Civica Software

VENDOR PHONE:

VENDOR FAX:

VENDOR EMAIL:

DEPT. CONTACT:

VENDOR #: 06149

DESCRIPTION	PRICE
2015/16 Cityofindianwells.org Website Redesign & Development	45,000.00
	12,760.00
	-
FY 2015-16	-
	-
	-
	-
TOTAL	\$ 57,760.00

ACCOUNT NUMBER		BUDGET AVAILABLE
101.27.02.05330.000	45,000.00	90,000
101.27.06.05310.000	12,760.00	20,900
	-	7/9/15
TOTAL	\$ 57,760.00	

PREPARED BY: Micaela Wilkey

DATE: 7/7/2015

REQUISITION CHECKLIST:

<input type="checkbox"/> Minor Services (\$1 to \$5,000)	Procurement Method - Select One: <input type="checkbox"/> Department Head Authorized <input type="checkbox"/> 3 Vendor Price Quotes/Bids, if applicable <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached, if applicable <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
	The Finance Department reserves the right to request vendor price quotes/bids for purchases between \$1 to \$5,000.	

<input type="checkbox"/> Intermediate Services (\$5,001 to \$25,000)	Procurement Method - Select One: <input type="checkbox"/> 3 Vendor Price Quotes/Bids <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	Required for NEW Agreements - Select All <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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<input checked="" type="checkbox"/> Major Services (\$25,001 or more)	Procurement Method - Select One: <input checked="" type="checkbox"/> Formal Bidding <input checked="" type="checkbox"/> Negotiation <input checked="" type="checkbox"/> Continuation of Agreement <input checked="" type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: <u>1/22/15</u> to <u>1/22/16</u> <input type="checkbox"/> Written Justification for exceptions	Required - Select All <input type="checkbox"/> Council Approval Date & Item # _____ <input type="checkbox"/> Copy of Agenda item attached <input type="checkbox"/> Copy of Staff Report attached Required for NEW Agreements - Select All <input type="checkbox"/> Professional/Maint Service Agreement attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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INSURANCE APPROVAL: _____

DATE: _____

Risk Manager

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
 Department Head or Designee	 Finance Director or Designee	 City Manager or Designee
Date: <u>7/7/15</u>	Date: <u>7/7/15</u>	Date: _____

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Legislation Text

File #: 1175-15, Version: 1

Indian Wells City Council Staff Report - City Manager's Office

July 16, 2015

Fiscal Year 2014-15 City Goals Year-end Review

RECOMMENDED ACTION:

Council RECEIVES and FILES the year-end review of 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:

- ❑ 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 summarizes the progress on Council Goals and Action Plans throughout Fiscal Year 2014-15. 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

Encourage Temporary Facilities (Goal #1):

Strategic Planning discussions centered on the notion that the City could lease private property thereby reducing the property tax burden for the owner and the owner then could use those funds to construct temporary facilities until a permanent usage is realized. City staff investigated the tax implications when the City leases private property and found leases do not reduce or eliminate the property tax burden to the property owner.

Staff had conversations with major vacant commercial and residential property owners regarding development alternatives, both short and long term. Due to financial concerns, none of the property owners were interested in temporary, short-term development ideas.

Opportunities for Vacant Sites (Goal #2):

Indian Point Shopping Center [Haagen]

The City Council approved the plans for the Indian Point Commercial Center on May 7, 2015. The commercial center consists of a 10,000 square-foot restaurant and 9,150 square-foot retail building on 2.65 acres of vacant land located at the northwest corner of Washington Street and Miles Avenue. To date, no plans have been submitted for development.

Albert Lissoy Property

Mr. Lissoy has shown interest in developing his 34.1 acre site located on the west side of the Tennis Garden, just north of Miles Avenue. The property is zoned Medium Density Residential (7 du/acre). Mr. Lissoy has discussed plans to use his site for a hotel and assisted living facility development. He has expressed interest in purchasing the City's 12.64 acre site adjacent to his property to expand his project. Development of the site has been put on hold while Mr. Lissoy focusses on projects elsewhere.

Indian Wells Resort Hotel

Staff met with representatives of the Hotel, which own the vacant site between the Indian Wells Resort Hotel and the MiraMonte. The property owner is not interested in temporary use of the property; other than the current use as overflow parking and for the occasional event. The owner is exploring long-term uses for the property.

Housing Authority - 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.

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. The award of bid is scheduled for approval at the July 16 Council meeting.

Miles Parking (Goal #3):

Staff has been working on the entitlements to permit operation of a temporary parking lot on approximately 17 undeveloped acres of Housing Authority property across Miles Avenue from the Tennis Garden.

During the initial Phase I cultural analysis, human remains, with what looks to be a burial site, were discovered on the site and a consultation with the Agua Caliente Band of Cahuilla Indians was conducted. As a result of the discovery, a second more extensive Phase II cultural analysis was approved by the Housing Authority to understand the extent of the remains and other cultural artifacts on the site, any associated mitigation measures that will be required for the project, and how it will impact future development or sale of the site. The project is on hold until Phase II of the analysis is completed.

45-300 Club Drive Building (Goal #4):

Staff investigated alternative uses for the 45-300 building including:

- ✓ Emergency Operation Center
- ✓ Sheriff substation
- ✓ Office rental space
- ✓ Offsite record storage facility for City

Each alternative requires a different level of building standard, an EOC or police substation are considered essential service facilities and are required to meet a more ridged building standards than a records storage facility. The City Council instructed Staff to proceed developing plans to use the building for City records storage. A Structural Engineer analyzed the existing structure and made recommendations to bring the building to current building code standards.

The cost estimates for the structural and construction work required to improve the building for document storage is \$350,000. This exceeds the budgeted amount for the project. Staff will

agendize this matter in the fall for the City Council to have a discussion and provide further direction.

Fogelson Property (Goal #5):

The property consists of 15.8+/- vacant acres of land at the northwest corner of Highway 111 and Miles Avenue. The original project Development Agreement ("DA") between the City and Miles Lodge LLC, was terminated on September 18, 2014 because the developer failed to meet certain performance standards outlined in the DA.

Mr. Fogelson, now has full control of the disposition of the property. His team has completed design plans for the Whitewater River Channel improvements, and the plans have been submitted to the appropriate permitting agencies for review and approval. There appears to be interest in developing the property as Staff has been contacted by a number of potential buyers gathering information on the property.

Brixton Capital Property (Goal #6):

Brixton Capital ("Brixton") acquired Phase I of the Indian Wells Crossing, which consists of 17+/- acres of vacant land at the northeast corner of Highway 111 and Miles Avenue.

Similar to the Fogelson property, Brixton has expressed its commitment to grading the site and installing the necessary Whitewater River Channel lining improvements. Brixton believes constructing the improvements in 2015 will help market the site to prospective commercial tenants. The grading and channel lining improvements are expected to start once they are approved. Brixton has retained a marketing company to help determine high quality anchor tenants and tenant mix for the commercial center. To date, Brixton has not obtained any tenants for the site.

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

Improve Development Process (Goal #7):

In an effort to create an efficient workflow and to provide better customer service, the following changes were made to improve the City's development process:

- Simplify the Planning submittal process for building permit intake;
- Modification of work stations in the Community Development Department;
- Relocation of four employees for better work flow;
- Collection of document retention fee to offset City costs; and

- Reinstatement of document scanning of applications and plans.

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 worked nearly all of FY14/15 to make a careful, informed decision on the long-term solution to issues created by short-term vacation rentals ("vacation rentals"). Council adopted three Ordinances Nos. 685, 686, and 689. The Ordinance created comprehensive reform to establish an industry leading vacation rental registration and regulation program to allow one week rentals in Indian Wells. The Municipal Code chapter dealing with noise was revised allowing law enforcement greater latitude in addressing neighborhood disturbances through municipal citations. Staff created all procedures and processes internally to begin regulating vacation rentals on July 6, 2015, when Ordinance 689 officially goes into effect.

Newsletter Ad Sales (Goal #9):

The City implemented an advertising component with the Newsletter. The last 10-month total advertising revenue was \$41,234, which averages \$4,123 per month.

Fee for Resident Events (Goal #10):

The City initiated a Resident Fee for specific resident events. The fee has improved the reservation system making attendance more predictable and events more efficient. Total revenue generated by the Resident Event Fee was \$30,791 for Fiscal Year 2014-15.

Rental Rates at Senior Housing (Goal #11):

Hyder Management completed a comprehensive income and rent recertification process in February of 2015. Residents received updated lease agreements representing any rent increases, or decreases, based on their recertified income level. All vacant units have been filled and the properties are operating at full revenue based on current rents.

Winn Residential was selected through the Request for Proposals process as the management firm for the next three years. Staff will continue to work with Winn to improve capital replacement and reserve planning to ensure both properties are fiscally sustainable. The process will improve financial planning for future Housing Authority budgets and provide better service to tenants as it relates to systems replacements.

Housing Authority Costs (Goal #12):

All staff and legal costs associated with operation of the Indian Wells Housing Authority have been appropriately allocated to the Housing Authority beginning in FY14/15. The Housing Authority Board adopted the first two-year budget which allocates all staff and legal costs necessary to adequately operate the Housing Authority without any City General Fund subsidy.

Grant Funding Opportunities (Goal #13):

In order to comprehensively approach grant funding opportunities three things have taken place for improving City grant funding success:

- Established a grants team to formulate ways in which the City can best approach grant applications as a cross-departmental team effort. The grants team will function as a matrix team to address opportunities for grants and write applications. The grants team applied for 2 grants for funding public safety equipment purchases and emergency operations planning. The goal of the team was to apply to three grant applications by the end of FY 14-15. The team explored multiple grant opportunities for energy efficiency projects at City facilities, but was unable to find one that fit our needs.
- Joined the Alliance for Innovation which provides access to American Funding Innovators Grant Navigator system. This will allow for frequent updates and targeted searches for grant funding opportunities throughout the U.S.
- Researched grant writing consultants who provide turn-key application services. Consultants researched to date do not appear to be worth the City's investment and it has been determined that the best approach for IW is to have in-house grant writing.

IW Golf Resort Strategic Plan (Goal #14):

Financial information provided through May 2015

The key components of the Indian Wells Golf Resort Strategic Plan were to increase revenues in banquet business by adding the Pavilion, and increase golf fees by way of dynamic price management. Both opportunities were targeted to increase the average guest rate (AGR) as well as cover counts and thereby assist with the ultimate goal of bringing the resort to self-sustainability.

During Fiscal Year 2014/15, improvements in tee sheet management and the implementation of dynamic pricing have increased average golf rates from \$76.06 to \$78.98, a \$2.92 increase per round. Unfortunately, the Golf Resort booked 3,173 less rounds through May 2015 compared to May 2014 resulting in a year to date reduction in golf revenues of \$26,251

Food & Beverage sales grew 11% during the fiscal year largely due to aggressive marketing of banquets (per the strategic plan) at the new Pavilion. Expanding the Resort's banquet business increased the average check rate (ACR) from \$43.52 to \$51.04 a net gain of \$7.52 in banquets. Total Food & Beverage gross sales are \$4,808,390 through May, 2015 compared with gross sales of \$4,337,141 through May, 2014.

The Golf Resort's Net Operating Income (N.O.I.) (before capital) for Fiscal Year 2014/15 is projected to be a loss of \$140,000 compared with a net operating loss of \$118,246 in the prior year.

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

The 2014-15 marketing goals and action plans were implemented. Those strategies included:

- The Core Digital Marketing which includes online marketing, social media, website, database management.
- Consumer Marketing & Advertising (which includes partner marketing with Resorts, Tennis Garden, Convention and Visitors Bureau "CVB")
- Group Incentive program designed to introduce Meeting Planners to Indian Wells through an event in their area (i.e. Mariners & Giants game), and local events for Meeting Planners such as Site So-Cal and Ensemble which will be held in Indian Wells and with city and the resorts partnering to build future business.
- Tennis Marketing (National TV Ads, events, promotions and on-site marketing during tournament)
- Partnering with the Tennis Garden on the Jazz Event (May 1 & 2)

Other Strategies included:

- Working closely with the CVB on data collection projects to identify and forecast the desert visitors and build a robust attraction effort.
- Meeting with BNP Paribas Open/Tennis Garden on their strategies/goals moving forward with events and use of the facility
- Researching the options of creating a Tourism Marketing District

- Researching service providers for tourism industry data and strategies
- Working with the Golf Resort to pursue other events (i.e. Modernism Week, Entertainment events that are revenue generating)

Staff continues to refine the marketing plan. As one of the first steps, Buxton presented their findings to the City Council. The City Council approved a "beta" test email to targeted visitors for summer specials. That information will be used as the marketing strategy is refreshed this summer and fall.

Financial Overview (Goal #20):

The Financial Overview is designed to provide Council a picture of the City's financial position and long-term financial sustainability including a ten-year cash flow forecast of anticipated revenues and expenses. Forecast assumptions are clearly defined in development of the cash flows.

Monitor City Contracts (Goal #21):

Staff has instituted a short-form contract for all services under \$25,000 to better protect and indemnify the City. All responsible staff have been trained on the process and the program has been implemented. Each department is responsible for preparing their department's short-form contracts, staff verifies that insurance requirements have been met, and that the contract package is complete prior to execution.

Staff has added a "contract management" module as part of the City's existing Eden financial system, to enhance the monitoring capability. The primary responsible staff has been trained and is training other staff in the use of the module. The Eden module was selected for its ease of integration into existing city program, and streamlining of data into one system. Each department is provided a report detailing contract and insurance expiration dates.

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

Merit Based Compensation System (Goal #22):

Management worked with each department to create the "Merit Based Pay System." The Merit Based Pay System ("MBP") follows the intent of the previous pay for performance policy initiated in FY 2015

10, with some minor modifications.

Staff discussion and review of documentation from FY 09-10 helped management develop MBP to overcome weaknesses in the previous system. Department Heads and their staff finalized clear definitions of expectation for each employee's fiscal year performance evaluation. Department heads regularly met with staff to communicate performance expectations.

Management and the Employee Association have come to tentative agreement on modifications to the Personnel Manual, including substantial language changes formally adopting MBP as the City's employee performance evaluation system. Staff will present Personnel Manual modifications for approval at the July 16 Council meeting.

Moving forward, MBP will be improved to create clear connectivity between individual employee job duties, City Council strategic goals, special projects, and departmental strategic planning goals.

City Personnel Rules (Goal #23):

Staff reviewed the City's Personnel Manual rules and identified a number of areas to modify the personnel rules. The Personnel Committee discussed management's recommended changes. Management appears to have tentative agreement with the Indian Wells Employee Association on Personnel Manual changes to be approved at the July 16 Council meeting.

Substantive changes include improved language protecting the City and employees in cases of sexual and workplace harassment, clarification on rules related to maternity leave, implementation of the Merit Based Pay process, protections for drug and alcohol abuse, improvement to salary administration language, and the provision of severance pay to department heads.

Build Organizational Culture (Goal #24):

The organization culture has shifted and it is apparent a team environment is emerging. Communications have improved and cross department collaboration and teams are evident. Staff are more equipped to deal with challenges and anticipate the future. This culture has been developing from a series of meetings and training. Staff meetings range from celebrations to teambuilding, informational sessions and work groups. Training has included specific industry trends, team building, human resources and customer service.

All Staff have taken the DiSC communication styles assessment tool. This tool helps individuals identify their natural work/communication style, as well as that of their coworkers. The DiSC is a useful tool that provides a common language employees can use to better communicate work needs. The tool is utilized and reinforced through citywide and departmental training.

Labor relations with IWCEA (Goal #25):

Management held semi-monthly informal meetings with the Association in order to discuss items of interest. The strategic planning, Merit Based Pay, and regular meetings should help to establish a more open relationship based off clear communication and joint expectations. The City is placing a renewed emphasis on organizational training and employee empowerment to better engage all employees in the workplace. These ongoing efforts should begin to show improved relationships.

Employee Training Program (Goal #26):

Efforts to improve training with employees has been three fold to date in the fiscal year:

1. One category of the Merit Based Pay performance evaluation process is based on employee growth goals. This creates a requirement for employees to dedicate themselves to advancing their knowledge, skills, and abilities as an expectation for performance within City Hall.
2. The City provided regular training opportunities through webinars, in-person professional development training courses, and frequent distribution of training advertisements to all staff.
3. Coachella Valley Consortium is a group of cities working with the law firm of Liebert Cassidy and Whitmore. They provide 4 all-day workshops focused on supervisor/management trainings. These trainings are highly attended by IW management in order to hone our leadership skills and lead training by example.

Below is a list of employee training opportunities provided:

- ICMA Effective Supervisory Skills series;
- Communication Training (written and verbal);
- Effective Grant Writing;
- Cal-ICMA Story Telling - how to effectively communicate complex information;
- 4 labor law compliance trainings for supervisors;
- CalPERS Education Forum attendance;
- Geographic Information Systems (GIS) User Training;
- Attendance at the Alliance for Innovation Transforming Local Government Conference;
- Participation in Municipal Management Association of Southern California regional development events;
- Numerous webinars, certifications, and conferences.

A cross-departmental matrix team was created to develop a comprehensive training program for all employees on a monthly basis for FY15/16. A training survey of all staff allowed employees to identify organizational development needs and is being used by the matrix team in the development of monthly opportunities.

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

PERS Retirement Policy (Goal #27):

Council approved a funding policy to reduce the unfunded liability of the CalPERS retirement fund. The policy established a minimum funding ratio of 85% using the market value of assets. The City's PERS strategy will reduce 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.

Communication (Goals #28-30):

The City launched the Virtual Town Hall online forum which broadens civic engagement and incorporates resident comments into Council decision-making process. The topic for the initial forum was vacation rentals, with 531 total views and 209 comments were posted on the issue. The most recent forum released in June, 2015 asked for input on the community activities, to date over 60 responses are posted.

Staff instituted "topic webpages" on the City's website, to provide information to the residents on important topics to the community. An example is the Vacation Rentals webpage. The page has all related information on vacation rentals including agenda packets, minutes, meeting videos, updates, and dates for future meetings. As other important topics develop, staff will create similar topic webpages.

Additional staff has been trained on the website Content Management System to better disseminate information in a consistent manner. Each department is responsible for updating their specific webpages.

Carl Bray Monument (Goals #31-33):

The City Council held a workshop to set design and budget direction regarding the Carl Bray

monument project. The Council reviewed three design concepts and directed the project be revised using elements from two of the concepts presented that would include the use of a replica artist pallet pole sign with a curvilinear wall as a backdrop.

The Council approved final design and budget for the monument which is currently under construction. A celebration will mark the opening of the monument once the historical plaques are in place.

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

The City Council discussed the Cook/Highway 111 entrance improvements at the February Strategic Planning Workshop. The Council directed staff to provide additional alternatives and bring the issue back to the City Council in 2015-16.

[City Website \(Goals #37-40\):](#)

Staff completed the Optical Character Recognition and inserting keywords component for all existing documents posted on the website to improve the search function for residents. Staff also updated the Google Search software to an improved version.

All active Service (42) and Public Works Construction (3) contracts are posted on the City's website. In addition, the 'Newly Approved Contract' webpage was created and all recently approved by Council (3) contracts are posted.

Staff updated and work with vendor to insure success of online ticket form, and continues to make modification for ease of use for our residents.

Staff is currently working on proposal from a vendor to do a "refresh" of the website and add other modules.

[Village Undergrounding Project \(Goals #41-42\):](#)

The utility undergrounding project includes the relocation of the utility systems for Southern California Edison, Time Warner Cable and Verizon from overhead service to underground. The individual homeowners have completed the conversions for their individual utility boxes and Edison and Time Warner have completed undergrounding of their facilities. Verizon expects to complete undergrounding of their facilities by the end of summer. Utility poles will be removed upon Verizon completion.

[Pavement Management System \(Goals #43 - 44\):](#)

The updated pavement management report was completed in March 2015 and the maintenance recommendations were incorporated into the new five year Capital Improvement Program.

Legislative Actions (Goals #45-47):

The City Council annually adopts a Legislative Action Plan, which guides the City's support and opposition to County, State and Federal legislation. Primarily the Plan supports local control and protects the rights of Indian Wells Residents. The City regularly prepares letters, proclamations or resolutions of support or opposition to proposed policies or programs. The City works with the firm Joe A. Gonsalves & Sons on pending legislation and City affairs in Sacramento.

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
Enhance the Indian Wells financial condition				
PURSUE ECONOMIC DEVELOPMENT OPPORTUNITIES				
1.	Explore incentives to encourage temporary facilities			
	a. Mtn View Villas phase II site – permanent/temporary	Completed	Community Dev	
	b. Miles Crossing 3 ac site – temporary	Completed	Community Dev	
	c. Work with private property owners – temporary	Completed	City Manager	Community Dev
2.	Identify opportunities for vacant sites within City		Community Dev	
	a. Contact property owners and discuss alternatives	Completed	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	Approved	Community Dev	
	4. Housing Authority properties	Fall 2015	Community Dev	
	c. Screen or beautify vacant parcels		Public Works	
	1. Permanent landscaping Mtn View Villas phase II frontage	Completed	Public Works	Community Dev
	2. Temporary landscaping Miles Crossing 3 ac frontage	Completed	Public Works	
3.	Develop Miles Parking		City Manager	
	a. Remove excess dirt and grade site	On Hold	Public Works	Community Dev

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	Completed	Public Works	Finance
	1. Prepare design plans	Completed	Public Works	Community Dev
	2. Bid and construct improvements	On hold	Public Works	
	b. Develop five year CIP with IW Plaza's association for center improvements	Completed	Finance	
5.	Fogelson property (west of Miles Ave)		Community Dev	
	a. Terminate Development Agreement and take necessary action	Completed	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 hold	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	Spring 2016	Public Works	
	b. Training for public counter operations to ensure coverage	Completed	Personnel	

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
	EXPAND AND IMPLEMENT REVENUE GENERATING OPPORTUNITIES			
8.	Vacation rental compliance program	Completed	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	Completed	Marketing	
11.	Insure appropriate rental rates at senior housing communities	Completed	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	Implemented	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	Completed	Finance	
	b. Expand shoulder and summer seasons via marketing	Implemented	Finance	Marketing
	c. Reduce operating losses during shoulder and summer seasons	Implemented	Finance	Marketing

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
	TOURISM AND MARKETING STRATEGY			
15.	Create a tourism and marketing strategy for 2015-17	Fall 2015	Marketing	
	a. Buxton provides demographic and psychographic data on visitors	Completed	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	Completed	Finance	
21.	Evaluate and monitor City contracts	On going	City Clerk	

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	Completed	City Manager	
	a. Create performance measurement system	Completed	City Manager	
	b. Create merit based compensation system	Completed	City Manager	
	c. Implement merit based compensation system	Completed	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	Completed	City Manager	
	c. Meet and consult with IW Employee Association on Personnel Rules	Completed	City Manager	
24.	Hold employee events to share information and build organization culture	Implemented	City Manager	
25.	Build positive labor relations with the IW City Employee Association	On going	City Manager	

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

Item	Goal	Target Date	Lead Dept.	Related Dept(s)
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	Completed	Public Works	Community Dev
DESIGN AND CONSTRUCT COOK AND HIGHWAY 111 ENTRANCE				
34.	Obtain consultant and prepare design plans	On hold	Public Works	Community Dev
35.	Conduct public meetings with Council and stakeholders	On hold	Public Works	Community Dev
36.	Bid and construct project	On hold	Public Works	
CONTINUE TO IMPROVE EASE OF USE OF THE CITY'S WEBSITE				
37.	Increase availability of city documents on website	Implemented	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	Completed	Marketing	
40.	Implement construction project status updates	On hold	Community Dev	

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



Legislation Text

File #: 1170-15, Version: 1

Indian Wells City Council Staff Report - City Clerk

July 16, 2015

Voting Delegate to Annual League Conference in San Jose

RECOMMENDED ACTION:

Council DESIGNATES a Voting Delegate and up to two (2) Alternate Delegates for the City of Indian Wells at the 2015 League of California Cities Annual Conference held on September 30 to October 2, 2015 in San Jose.

DISCUSSION:

The League of California Cities has requested, in their letter dated May 29, 2015, the City formally appoint a voting delegate and up to two alternates to the Annual League of California Cities Annual Conference held in San Jose on September 30 to October 2, 2015.

At the annual meeting the membership will consider and take action on resolutions establishing League policies. Each member city has one vote on these policy matters. The League letter address specific procedures to ensure the integrity of the voting process, one of which is to officially designate the voting delegate and up to two alternate delegates.

At this time, all five Councilmembers are scheduled to attend this annual conference.

FISCAL IMPACT:

This is an authorized event and budgeted in Account 101.11.01.05550 with sufficient funds in the Fiscal Year 2015-16 City Council budget.

ATTACHMENT:

1. May 29, 2015 League of California Cities letter



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



Legislation Text

File #: 1171-15, Version: 1

Indian Wells City Council
Staff Report - City Clerk

July 16, 2015

City Manager Employment Agreement

RECOMMENDED ACTION:

Council **CONSIDERS** any possible action concerning Performance Pay provision in the City Manager Employment Agreement dated June 6, 2013 and directs Staff to **APPROPRIATE** any awarded funds.

DISCUSSION:

The State Legislature in 2012 passed AB 1344 to address abuses by the City of Bell. A component of the bill requires action in regards to compensation of the "local agency executive" be held at an open, regular session of the local agency. The City Council will conduct its annual evaluation of the City Manager in special closed session in the morning on July 16, 2015. The Council then in open session at a regular meeting may consider any possible action concerning Performance Pay.

City Manager Employment Agreement provision:

"B. Performance Pay. The City Manager will be eligible for an annual incentive award not to exceed ten percent (10%) of Base Salary based on the results of his annual performance evaluation. The incentive may be based, in part, on the accomplishment of specific goals set by the City Council that are achieved by the City Manager. Any performance incentive awarded under this Section shall be in a lump sum payment. Notwithstanding the above, the issuance of any incentive award is at the sole discretion of the City Council. Further, any performance pay awarded under this Section shall not become a part of the City Manager's Base Salary."

FISCAL IMPACT:

Any Performance Pay award would require a supplemental budget appropriation.



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

Legislation Text

File #: 1195-15, Version: 1

Conference with Labor Negotiators Pursuant to Government Code Section 54957. Agency Designated Representative: Wade G. McKinney. Employee Organization: Indian Wells City Employees Association.