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# City Council Meeting Agenda

Thursday, October 15, 2015

1:30 PM

City Hall Council Chamber



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. PROCLAMATIONS AND PRESENTATIONS

- A. [1263-15](#)                      **City Representative's Update on Palm Springs Airport Master Plan**

## 4. 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

## 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-145-15](#) **Resident Benefit Card (formerly POIC) Issuance and Use Policies**

**RECOMMENDED ACTIONS:**

Council **ADOPTS** Resolution adopting an amended and restated policy for the issuance of Resident Benefit Cards ("RBC") for property owners and full time City residents; and

**APPROVES** the Resident Benefit Card Use Policy.

**Attachments:** [RBC Issuance Policy Clean](#)  
[RBC Issuance Policy Redline](#)  
[RBC Use Policy Clean](#)  
[RBC Use Policy Redline](#)

B. [1242-15](#) **Citywide Audit Services**

**RECOMMENDED ACTIONS:**

The Finance Committee recommends the Council **AWARDS** five-year contract with Vavrinek, Trine, Day & Co. LLP for City audit services; and

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

**APPROVES** requisition in the amount of \$61,405 for City, Successor Agency, and Housing Authority audit services for Fiscal Year 2015/16; and

Successor Agency **AWARDS** five-year contract with Vavrinek, Trine, Day & Co. LLP for Successor Agency audit services; and

**DIRECTS** and **AUTHORIZES** the Executive Director to execute the contract for same; and

Housing Authority **AWARDS** five-year contract with Vavrinek, Trine, Day & Co. LLP for Housing Authority audit services; and

**DIRECTS** and **AUTHORIZES** the Executive Director to execute the contract for same.

**Attachments:** [Contract](#)  
[Requisition](#)

**C. [1244-15](#) Annual Developer Impact Fee Report****RECOMMENDED ACTION:**

Council **APPROVES** the Annual Developer Impact Fee Report submitted for Fiscal Year 2014/15.

**Attachments:** [Annual Developer Impact Fees Report](#)

**D. [1246-15](#) Housing Element Annual Progress Report for 2014****RECOMMENDED ACTIONS:**

Council **RECEIVES** and **FILES** the Housing Element Annual Progress Report ("APR") for 2014; and

**DIRECTS** Staff to submit the APR to the Governor's Office of Planning and Research ("OPR") and the California Department of Housing and Community Development ("HCD").

**Attachments:** [2014 Annual Housing Element Progress Report](#)

**E. [1249-15](#) June 18, 2015 Special Meeting Minutes****RECOMMENDED ACTION:**

Council **APPROVES** the June 18, 2015 Special Meeting minutes.

**Attachments:** [06-18-15 Minutes](#)

**F. [1250-15](#) July 16, 2015 Special Study Session Minutes****RECOMMENDED ACTION:**

Council **APPROVES** the July 16, 2015 Special Study Session minutes.

**Attachments:** [07-16-15 Minutes](#)

**G. [1251-15](#) September 17, 2015 Special Meeting Minutes****RECOMMENDED ACTION:**

Council **APPROVES** the September 17, 2015 Special Meeting minutes.

**Attachments:** [09-17-15 Minutes](#)

**H. [1252-15](#) September 17, 2015 Special Study Session Minutes****RECOMMENDED ACTION:**

Council **APPROVES** the September 17, 2015 Special Study Session minutes.

***Attachments:*** [09-17-15 Minutes](#)

**I. [1253-15](#) September 17, 2015 Special Meeting Minutes****RECOMMENDED ACTION:**

Council **APPROVES** the September 17, 2015 Special Meeting minutes.

***Attachments:*** [09-17-15 Minutes](#)

**J. [1254-15](#) September 17, 2015 City Council Minutes****RECOMMENDED ACTION:**

Council **APPROVES** the September 17, 2015 City Council minutes.

***Attachments:*** [09-17-15 Minutes](#)

**K. [1255-15](#) September 17, 2015 Continued Special Study Session Minutes****RECOMMENDED ACTION:**

Council **APPROVES** the September 17, 2015 Continued Special Study Session minutes.

***Attachments:*** [09-17-15 Minutes](#)

**L. [1257-15](#) FAMD Warrants and Demands****RECOMMENDED ACTION:**

Council **APPROVES** the October 1, 2015 FAMD Warrants and Demands.

***Attachments:*** [FAMD Warrants](#)

**M. [1258-15](#) FAMD Warrants and Demands****RECOMMENDED ACTION:**

Council **APPROVES** the October 15, 2015 FAMD Warrants and Demands.

**Attachments:** [FAMD Warrants](#)

**N. [1259-15](#) City Warrants and Demands****RECOMMENDED ACTION:**

Council **APPROVES** the October 1, 2015 City Warrants and Demands.

**Attachments:** [City Warrants](#)

**O. [1260-15](#) City Warrants and Demands****RECOMMENDED ACTION:**

Council **APPROVES** the October 15, 2015 City Warrants and Demands.

**Attachments:** [City Warrants](#)

**6. 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. [1248-15](#) Fiscal Years 2015-17 City Goals Update****RECOMMENDED ACTION:**

Council **RECEIVES** and **FILES** the Fiscal Years 2015-17 City Goals update.

**Attachments:** [FY 2015-17 City Goals Update](#)  
[Communication Plan](#)

**B. [1247-15](#) Supplemental Appropriation for Indian Wells Lane Fountains**

**RECOMMENDED ACTIONS:**

Council **APPROVES** a Supplemental Appropriation in the amount of \$50,000 for repairs to Indian Wells Lane fountains and to increase service frequency of the fountains.

**C. [1243-15](#) 2015-16 Resident Calendar of Events**

**RECOMMENDED ACTION:**

Community Activities Committee recommends the Council **APPROVES** the Resident Calendar of Events for Fiscal Year 2015-16.

**7. 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.

**8. 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 Commssion  
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

**9. CITY ATTORNEY REPORTS AND COMMENTS**

**10. ADJOURNMENT**

To a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on November 5, 2105 in the City Hall Council Chambers.

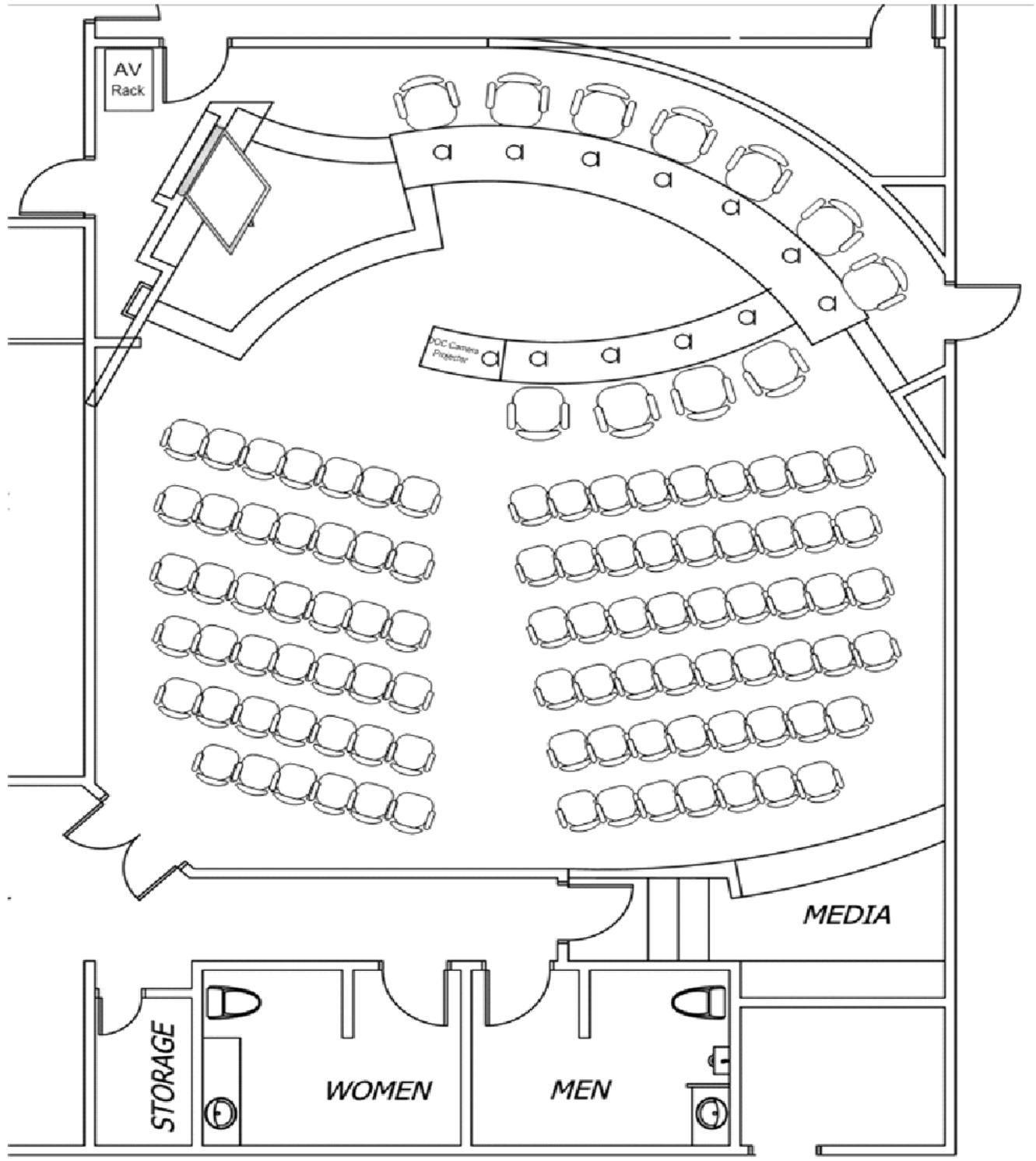
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Chief Deputy City Clerk at (760) 346-2489. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. 128 CFR 35.102.35.104 ADA Title III

Affidavit of Posting

I, Anna Grandys, certify that on October 9, 2015, I caused to be posted a notice of a City Council Meeting to be held on October 15, 2015 at 1:30 p.m. in the City Hall Council Chambers.

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

  
Anna Grandys  
City Clerk





# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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**File #:** 1263-15 **Item #:** A.

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## **City Representative's Update on Palm Springs Airport Master Plan**



10/15/2015

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File #: RES-145-15 Item #: A.

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***Indian Wells City Council***  
***Staff Report - Finance***

***October 17, 2015***

**Resident Benefit Card (formerly POIC) Issuance and Use Policies**

**RECOMMENDED ACTIONS:**

Council **ADOPTS** Resolution adopting an amended and restated policy for the issuance of Resident Benefit Cards ("RBC") for property owners and full time City residents; and

**APPROVES** the Resident Benefit Card Use Policy.

**DISCUSSION:**

Attached are the Resident Benefit Card (formerly POIC) Issuance Policy as revised by the City Council, and the RBC Use Policy modified to conform to the revised RBC Issuance Policy.

**ATTACHMENTS:**

1. Resident Benefit Card Issuance Policy - clean version
2. Resident Benefit Card Issuance Policy - redline version
3. Resident Benefit Card Use Policy - clean version
4. Resident Benefit Card Use Policy - redline version

**RESOLUTION NO. 2015-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADOPTING AN AMENDED AND RESTATED POLICY FOR THE ISSUANCE OF RESIDENT BENEFIT CARDS FOR PROPERTY OWNERS AND FULL TIME CITY RESIDENTS**

**WHEREAS**, on January 7, 1993, an agreement entitled "Complimentary Golf Policy for the Indian Wells Golf Resort" was entered into with the Stouffer Esmeralda Resort and Hyatt Grand Champions Resort (Grantor Hotels) and the City of Indian Wells; and

**WHEREAS**, the 1993 Agreement established that the criteria for issuance of Property Owner Identification Cards, to be issued by the City, shall be within the sole discretion of the City Council; and

**WHEREAS**, on February 20, 1997, the City Council adopted Resolution No. 1997-14 to revise the criteria for issuance of Property Owner Identification Cards; and

**WHEREAS**, on November 4, 2004, the City Council adopted Resolution No. 2004-58 to revise such criteria to allow for issuance of an Indian Wells Housing Resident Benefits Card; and

**WHEREAS**, on June 2, 2005, the City Council adopted Resolution No. 2005-27 to revise such criteria to allow for issuance of a Residence Hotel Resident Benefits Card; and

**WHEREAS**, on September 20, 2007, the City Council adopted Resolution No. 2007-44 to establish revised criteria for issuance of Property Owner Identification Cards and to establish an annual issuance on a calendar year basis; and

**WHEREAS**, on April 4, 2013, the City Council adopted Resolution No. 2013-08 to revise the criteria for issuance of Property Owner Identification Cards clarifying that the qualified property owners be listed on the recorded deed; and

**WHEREAS**, the City Council now desires to adopt an Amended and Restated Policy for the Issuance of Resident Benefit Cards to include, among other matters, providing such Cards to certain additional City residents.

**NOW, THEREFORE**, the City Council of the City of Indian Wells, **DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby **ADOPTS** the Amended and Restated Policy for the Issuance of Resident Benefit Cards, as set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

**SECTION 2.** Notwithstanding any provision in the attached Policy to the contrary, and separate and apart from issuance of Resident Benefit Cards to Housing Authority Residential Community Residents and Residence Hotel Residents as set forth in the Policy, the City shall not issue Resident Benefit Cards to Full Time Residents, as defined in the Policy, which take effect prior to January 1, 2016.

**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 this 15<sup>th</sup> day of October, 2015.

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**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 this 15<sup>th</sup> day of October 2015, by the following vote:

AYES:  
NOES:

**ATTEST:**

**APPROVED AS TO FORM:**

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**ANNA GRANDYS  
CITY CLERK**

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**STEPHEN P. DEITSCH  
CITY ATTORNEY**

## Exhibit "A"

### **AMENDED AND RESTATED POLICY FOR THE ISSUANCE OF RESIDENT BENEFIT CARDS (2015)**

The person named on a Resident Benefit Card ("RBC") issued by the City of Indian Wells is entitled to play golf at the Indian Wells Golf Resort at a discount rate as specified in the City of Indian Wells Reduced Golf Fee Policy for the Golf Resort.

The making of any false material statement on the RBC application shall, in addition to any other remedy available at law, be grounds to deny the application or revoke the RBC if one has already been issued. Persons found in violation of the RBC Issuance and/or Use Policy are subject to denial or revocation of a RBC and may be prohibited from obtaining a RBC in the future.

#### **Issuance to Property Owners**

1. For each calendar year, a maximum of two (2) RBCs will be issued by the City for each lawfully occupied residential lot in the City ("Property"). A RBC will be issued to a person or persons who are owners of record of the Property (individually and collectively, "Qualified Recipients").
2. A Qualified Recipient must submit to the City proof of fee ownership of the Property.

Notwithstanding the limitation of two (2) RBCs per Property otherwise set forth in this Policy, RBCs may also be issued to each unmarried dependent child of a Qualified Recipient who is issued a RBC, without limitation as to their number, if the child is living primarily on the Property and is under the age of twenty-one years.

3. Requirements for eligibility of Property
  - a. To be eligible for issuance of RBCs, a Property:
    - i. Must contain either a single-family or a multi-family dwelling unit suitable for habitation and for which the City of Indian Wells has issued a certificate of occupancy.
    - ii. Must not be a single-family or a multi-family dwelling unit in the process of being constructed or rehabilitated such that occupancy is not feasible.
    - iii. Must not be a vacant lot.

4. Requirements for Qualified Recipients (Property Owners)

- a. A Qualified Recipient (Property Owner) must submit to the City proof of ownership of fee title to the Property in order to be issued a RBC. Proof of fee ownership of the Property must consist of at least one of the following:
  - i. Listing of ownership of the Property under the names of each of the Qualified Recipients as posted on the County of Riverside certified and recorded parcel or tax rolls;
  - ii. The most recently executed and recorded grant or quitclaim deed which sets forth by name each of the Qualified Recipients as fee owners of the Property, provided that the deed has on its face confirmation stamped by the Recorder's Office that it has been officially recorded in the office of the Recorder of the County of Riverside. (Under law, once a new deed is executed and recorded, it automatically terminates and vacates the effectiveness going forward of any prior deed conferring ownership of the same fee interest, which was executed and recorded earlier).
    1. For purposes hereunder, recorded deeds presented as proof of ownership must be officially "date stamped" with the Office of the County Recorder's seal.
    2. The City may verify, or require verification from the applicant, that the applicable deed has been recorded in the Office of the Recorder of the County of Riverside.

5. Additional requirements for a Property owned by corporations, trusts, or partnerships

- a. For each Property owned by a corporation, trust or partnership, a maximum of two persons may qualify as owners of the Property or Qualified Recipients. To qualify, the person(s) named as owner(s) or designated by the owner(s) as Qualified Recipient(s) must present documentation, to the satisfaction of the City, indicating that they are at least one of the following:
  - i. A member of the board of directors of the corporation that owns the Property, as set forth on a valid, current and executed resolution of the board of directors which specifically designates up to two (2) specifically named directors to be Qualified Recipients for that calendar year;
  - ii. A trustor, trustee or beneficiary of the trust that owns the Property; provided that a copy of the valid, current and executed trust document listing Qualified Recipients by name is submitted to the City and, in instances where the trust document sets forth by name, in the

aggregate, multiple trustors, trustees, and beneficiaries, a maximum of two (2) persons among them may be issued RBCs on a first come, first issued basis, for that calendar year.

- iii. A partner of the partnership that owns the Property, as set forth in a written certification, executed by the managing partner or by partners comprising a majority ownership of the partnership, which specifically designates up to two (2) named partners to be Qualified Recipients for that calendar year.
6. The City will issue a RBC to a spouse or domestic partner of a Qualified Recipient who is not listed on the deed, as long as no other property owner is issued a RBC for that Property. For purposes of this Policy, a domestic partner is defined as a person over the age of 18, not a domestic employee and not related by blood or marriage to the Qualified Recipient, who resides on the property on a regular, continuous basis as part of an ongoing domestic relationship with the Qualified Recipient.
7. A RBC shall contain the Qualified Recipient's picture, first and last name, and Assessor's Parcel Number (APN) of the Property.
8. A RBC will be issued free of charge and shall be valid for no more than the remainder of the calendar year in which it is issued (i.e., it will expire on December 31 of that year). A RBC shall automatically terminate, and shall be returned promptly to the City, when the recipient of the RBC is no longer a Qualified Recipient.
9. The City will issue a replacement card to a valid Qualified Recipient, without charge, if the Qualified Recipient has lost a RBC.
10. In the case of current multiple owners of one Property, the trading or transfer of RBCs is prohibited once RBCs are issued for that Property for that calendar year.

#### **Issuance to City/Housing Authority Residential Community Residents**

11. Separate rules as follows shall be applicable to issuance of RBCs to residential tenants in City/Housing Authority ("City") owned residential communities units (e.g. Indian Wells Villas and Mountain View Villas) ("City Owned Residential Communities"):
  - a. The City will issue RBCs to persons with "Qualified Housing Resident" status, as hereafter defined.
  - b. For purposes of this Policy, the term "Qualified Housing Resident" means any person who resides within City Owned Residential Communities.

- c. To be eligible for issuance of a RBC, a Qualified Housing Resident is required to be named as the renter in a valid, current rental agreement provided by the management company ("Manager") which subleases, or operates and manages, the applicable City Owned Residential Community.
- d. Qualified Housing Residents shall submit, or cause the Manager to submit, a valid rental agreement to the City for purposes of issuance of a RBC.
- e. A Qualified Housing Resident is required to surrender his/her RBC upon termination or expiration of the applicable rental agreement. The Manager will perform collection of the RBC.
- f. A RBC will be issued with the Qualified Housing Resident's picture, first and last name, name of the City Owned Residential Community, and unit number of the applicable dwelling unit.
- g. A RBC will be issued free of charge and shall be valid for no more than the remainder of the calendar year in which it is issued (i.e., it will expire on December 31 of that year, or upon termination or expiration of the rental agreement, whichever occurs first).
- h. The City will issue a replacement card to a valid Qualified Housing Resident, without charge, if the Qualified Housing Resident has lost a RBC.

### **Issuance to Residence Hotel Residents**

- 12. Separate rules as follows shall be applicable to issuance of RBCs to Residence Hotel Residents:
  - a. For purposes of this Policy, the term "Residence Hotel Resident" shall mean an Owner owning a residence available for use within the City's recognized and established Hotel Occupancy Program.
  - b. The City shall require an agreement with an applicable hotel project developer to fairly and accurately determine the valid status of Residence Hotel Residents for the purpose of this Policy. Once this is determined to the satisfaction of the City, in its sole and absolute but reasonable discretion, a RBC will be issued with an individual's picture, first and last name and Residence Hotel unit number and name of the Residence Hotel.
  - c. The RBC shall be issued by the City to a Residence Hotel Resident free of charge on a calendar year basis and shall be valid beginning each January 1 through the following December 31, or upon relinquishing ownership or residency status within the City's Hotel Occupancy Program (whichever occurs first).

- d. The City will issue a replacement card to a valid Residence Hotel Resident, without charge, if the recipient has lost a RBC.

**Issuance to Full Time City Non-Property Owner Residents**

13. Separate rules as follows shall be applicable to issuance of RBCs to Full Time Residents (as hereinafter defined):
  - a. The City will issue RBCs to persons with "Full Time Resident" status, as hereafter defined.
  - b. For purposes of this Policy, the term "Full Time Resident" means any current resident who either (1) has resided in the City for twelve (12) consecutive months as a tenant or as the owner of a residence in the City, collectively, prior to the date of application for a RBC, or (2) is obligated under written lease, a copy of which shall be provided to the City, to pay rent for rental housing to the owner of the Property for a period of at least twelve (12) consecutive months before or immediately following the date of application for a RBC (either of the foregoing twelve (12) month periods shall be referred to as the "Qualifying Period"). Upon application for a RBC, the Full Time Resident shall certify in writing, under penalty of perjury:
    - i. That the address of the Property claimed is his or her domicile where habitation is fixed,
    - ii. Wherein he or she has the intention of remaining, and
    - iii. To which whenever he or she is absent, the person has the intention of returning, and
    - iv. That he or she is not registered to vote at any other address.
  - c. To be eligible for issuance of a RBC, a Full Time Resident must obtain written permission to apply for a RBC from the owner of the Property on a form provided by the City and be named as the tenant in a valid, current rental agreement covering the Qualifying Period, a copy of which shall be filed with the City.
  - d. Once it is determined to the satisfaction of the City, in its sole and absolute, but reasonable discretion that the individual is a Full Time Resident, as defined above, a RBC will be issued with the Full Time Resident's picture, first and last name, and Assessor's Parcel Number (APN) of the Property.
    - i. Under no circumstances may the number of RBCs issued for any Property exceed the number of RBCs allowed pursuant to Sections 1 and 2 above.

- ii. To help effectuate the requirement in subsection d(i) above, the owner of the Property must relinquish, in writing, his or her right to a RBC during the time a Full Time Resident has possession of a valid RBC.
- e. A Full Time Resident is required to surrender his or her RBC upon termination or expiration of the applicable rental agreement.
  - i. To comply with Section 13 (d)(i) above, the owner of the Property is required to collect surrendered RBCs from the Full Time Resident at the time the applicable rental agreement expires or terminates and return said RBCs to the City's Finance Department. The City shall not issue a RBC to a new Full Time Resident for a Property unless and until the owner of the Property surrenders all prior RBCs to the City's Finance Department.
  - ii. For the purpose of mid-year transfers or substitutions, a new Full Time Resident of a residential property shall be treated in the same manner as a new owner of residential property.

RESOLUTION NO. 2015-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ~~AMENDING THE~~ ADOPTING AN AMENDED AND RESTATED POLICY FOR THE ISSUANCE OF RESIDENT BENEFIT CARDS FOR ~~NON-RESIDENT~~ PROPERTY OWNERS AND FULL TIME CITY RESIDENTS

**WHEREAS**, on January 7, 1993, an agreement entitled "Complimentary Golf Policy for the Indian Wells Golf Resort" was entered into with the Stouffer Esmeralda Resort and Hyatt Grand Champions Resort (Grantor Hotels) and the City of Indian Wells; and

**WHEREAS**, the 1993 Agreement established that the criteria for issuance of ~~Resident Benefits~~ Property Owner Identification Cards, to be issued by the City, shall be within the sole discretion of the City Council; and

**WHEREAS**, on February 20, 1997, the City Council adopted Resolution No. 1997-14 to revise the criteria for issuance of ~~a Resident Benefits Card~~ Property Owner Identification Cards; and

**WHEREAS**, on November 4, 2004, the City Council adopted Resolution No. 2004-58 to revise ~~the such~~ criteria to allow for issuance of an Indian Wells Housing Resident Benefits Card; and

**WHEREAS**, on June 2, 2005, the City Council adopted Resolution No. 2005-27 to ~~establish criteria~~ revise such criteria to allow for issuance of a Residence Hotel Residents Benefits Card; and

**WHEREAS**, on September 20, 2007, the City Council adopted Resolution No. 2007-44 to establish revised criteria for issuance of ~~a Resident Benefits Card~~ Property Owner Identification Cards and to establish an annual issuance on a calendar year basis; and

**WHEREAS**, on April 4, 2013, the City Council adopted Resolution No. 2013-08 to revise the criteria for issuance of ~~a Resident Benefits Card~~ Property Owner Identification Cards clarifying that the qualified ~~Residents~~ property owners be listed on the recorded deed; and

**WHEREAS**, the City Council now desires to adopt an Amended and Restated ~~amend the~~ Policy for the Issuance of Resident Benefit Cards to include, among other matters, providing such Cards to certain additional ~~non-Resident full time~~ City residents.

**NOW, THEREFORE**, the City Council of the City of Indian Wells, **DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby **ADOPTS** the Amended and Restated Policy for the Issuance of Resident Benefit Cards, as set forth ~~The criteria for issuance of Resident Benefits Cards are hereby modified and established as shown in Exhibit "A" attached hereto~~ and by this reference incorporated herein.

**SECTION 2.** ~~The City will commence issuance of Resident Benefits Cards to non-Resident full time residents with the 2016 calendar year cards.~~ Notwithstanding any provision in the attached Policy to the contrary, and separate and apart from issuance of Resident Benefit Cards to Housing Authority Residential Community Residents and Residence Hotel Residents as set forth in the Policy, the City shall not issue Resident Benefit Cards to Full Time Residents, as defined in the Policy, which take effect prior to January 1, 2016.

**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 this 15<sup>th</sup> day of October, 2015.

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**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 this 15<sup>th</sup> day of October 2015, by the following vote:

AYES:  
NOES:

**ATTEST:**

**APPROVED AS TO FORM:**

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

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**STEPHEN P. DEITSCH  
CITY ATTORNEY**

## Exhibit "A"

### **AMENDED AND RESTATED POLICY FOR THE ISSUANCE OF RESIDENT BENEFIT CARDS (2015)**

The person named on a ~~Property Owner Identification~~ Resident Benefit Card ("RBC") issued by the City of Indian Wells is entitled to play golf at the Indian Wells Golf Resort at a discount rate as specified in the City of Indian Wells Reduced Golf Fee Policy for the Golf Resort.

The making of any false material statement on the ~~POIC-RBC~~ application shall, in addition to any other remedy available at law, be grounds to deny the application or revoke the ~~POIC-RBC~~ if one has already been issued. Persons found in violation of the ~~POIC-RBC Issuance and/or~~ Use Policy are subject to denial or revocation of a ~~POIC-RBC~~ and may be prohibited from obtaining a ~~POIC-RBC~~ in the future.

#### **Issuance to Property Owners**

1. For each calendar year, a maximum of two (2) ~~POIC-RBCs~~ will be issued by the City for each lawfully occupied residential lot in the City ("Property"). A RBC will be issued to a person or persons who are owners of record of the Property (individually and collectively, "Qualified Recipients").
2. A Qualified Recipient must submit to the City proof of fee ownership of the Property. ~~or In order to obtain up to a maximum of two (2) RBCs for a Property, either:~~

Notwithstanding the limitation of two (2) ~~POIC-RBCs~~ per Property otherwise set forth in this Policy, ~~POIC-RBCs~~ may also be issued to each unmarried dependent child of a Qualified Recipient who is issued a ~~POIC-RBC~~, without limitation as to their number, if the child is living primarily on the Property and is under the age of twenty-one years.

3. Requirements for eligibility of Property
  - a. To be eligible for issuance of ~~POIC-RBCs~~, a Property:
    - i. Must contain either a single-family or a multi-family dwelling unit suitable for habitation and for which the City of Indian Wells has issued a certificate of occupancy.
    - ii. Must not be a single-family or a multi-family dwelling unit in the process of being ~~on~~ constructed or rehabilitated such that occupancy is not feasible.

iii. Must not be a vacant lot.

4. Requirements for ~~Owners~~ Qualified Recipients (Property Owners)

a. A Qualified Recipient (Property Owner) ~~Residents~~ must submit to the City proof of ownership of fee title to the Property in order to be issued a ~~POIC~~ RBC. Proof of fee ownership of the Property must consist of at least one of the following:

i. Listing of ownership of the Property under the names of each of the Qualified Recipients as posted on the County of Riverside certified and recorded parcel or tax rolls;

ii. The most recently executed and recorded grant or quitclaim deed which sets forth by name each of the Qualified Recipients as fee owners of the Property. ~~(the City will recognize a spouse not listed on the deed by name if the deed is held by an individual "as a married person")~~ provided that the deed has on its face confirmation stamped by the Recorder's Office that it has been officially recorded in the office of the Recorder of the County of Riverside. (Under law, once a new deed is executed and recorded, it automatically terminates and vacates the effectiveness going forward of any prior deed conferring ownership of the same fee interest, which was executed and recorded earlier).

1. For purposes hereunder, recorded deeds presented as proof of ownership must be officially "date stamped" with the Office of the County Recorder's seal.

2. The City may verify, or require verification from the applicant, that the applicable deed has been recorded in the Office of the Recorder of the County of Riverside.

5. Additional requirements for a Property owned by corporations, trusts, or partnerships

a. For each Property owned by a corporation, trust or partnership, a maximum of two person(s) may qualify as ~~Owner(s)~~ owners of the Property or Qualified Recipient(s). To qualify, the person(s) named as ~~Owner(s)~~ or designated by the ~~Owner(s)~~ as Qualified Recipient(s) must present documentation, to the satisfaction of the City, indicating that they are at least one of the following:

i. A member of the board of directors of the corporation that owns the

Property, as set forth on a valid, current and executed resolution of the board of directors which specifically designates up to two (2) specifically named directors to be Qualified Recipients for that calendar year;

- ii. A trustor, trustee or beneficiary of the trust that owns the Property; provided that a copy of the valid, current and executed trust document listing Qualified Recipients by name is submitted to the City and, in instances where the trust document sets forth by name, in the aggregate, multiple trustors, trustees, and beneficiaries, a maximum of two (2) persons among them may be issued ~~POIC-RBCs~~ on a first come, first issued basis, for that calendar year.
  - iii. A partner of the partnership that owns the Property, as set forth in a written certification, executed by the managing partner or by partners comprising a majority ownership of the partnership, which specifically designates up to two (2) named partners to be Qualified Recipients for that calendar year.
6. ~~The City will recognize-issue a POIC-RBC to a spouse or domestic partner of a Qualified Recipient who is not listed on the deed, as long as no other property owner is issued a RBC for that Property. For purposes of this Policy, a domestic partner is defined as a person over the age of 18, not a domestic employee and not related by blood or marriage to the Qualified Recipient, who resides on the property on a regular, continuous basis as part of an ongoing domestic relationship with the Qualified Recipient.~~
  7. ~~A POIC-RBC will be issued~~ shall contain ~~containing~~ the Qualified Recipient's picture, first and last name, and assessor's parcel number (APN) of the Property.
  8. A ~~POIC-RBC~~ will be issued free of charge and shall be valid for no more than the remainder of the calendar year in which it is issued (i.e., it will expire on December 31 of that year). A RBC shall automatically terminate, and shall be returned promptly to the City, when the recipient of the RBC is no longer a Qualified Recipient.
  9. The City will issue a replacement card to a valid Qualified Recipient, without charge, if the Qualified Recipient has lost a ~~POIC-RBC~~.
  10. ~~A maximum of two (2) individuals will be entitle to receive a POIC for each Property for each calendar year.~~ In the case of current multiple ~~Owners~~ on of one ~~p~~Property, the trading or transfer of ~~POIC-RBCs~~ is prohibited once ~~POIC-RBCs~~ are issued for that Property for that calendar year.

## Issuance to City/Housing Authority Residential Community Residents

11. ~~Separate rules for issuance of POICs to affordable housing residents in City/Housing Authority owned affordable housing units as follows shall be applicable to issuance of RBCs to residential tenants in City/Housing Authority ("City") owned residential communities units (e.g. Indian Wells Villas and Mountain View Villas) ("City Owned Residential Communities"):~~
- a. The City will issue ~~POIC~~ RBCs to persons with "Qualified Housing Resident" status, as hereafter defined.
  - b. For purposes of this Policy, the term "Qualified Housing Resident" means any person who resides within ~~the affordable housing developments owned by City of Indian Wells, the former Indian Wells Redevelopment Agency or the Indian Wells Housing Authority (collectively "City").~~ City Owned Residential Communities. ~~To be eligible for issuance of a POIC, a Qualified Housing Resident is required to be named as the renter in a valid, current rental agreement provided by the management company ("Manager") which subleases, or operates and manages, the City's applicable housing development.~~
  - c. To be eligible for issuance of a ~~POIC~~ RBC, a Qualified Housing Resident is required to be named as the renter in a valid, current rental agreement provided by the management company ("Manager") which subleases, or operates and manages, the ~~City's~~ applicable City Owned housing developmentResidential Community.
  - d. Qualified Housing Residents shall submit, or cause the Manager to submit, a valid rental agreement to the City for purposes of issuance of a ~~POIC~~ RBC.
  - e. A Qualified Housing Resident is required to surrender his/her ~~POIC~~ RBC upon termination or expiration of the applicable rental agreement. The Manager will perform collection of the ~~POIC~~ RBC.
  - f. A ~~POIC~~ RBC will be issued with the Qualified Housing Resident's picture, first and last name, ~~and name of the City Owned Residential Community, and unit housing Property~~ number ~~or similar identification~~ of the applicable dwelling unit.
  - g. A ~~POIC~~ RBC will be issued free of charge and shall be valid for no more than a maximum period of the remainder of the calendar year in which it is issued (i.e., it will expire on December 31 of that year, or upon termination or expiration of the rental agreement, whichever occurs first).

- h. The City will issue a replacement card to a valid Qualified Housing Resident, without charge, if the Qualified Housing Resident has lost a ~~POIC~~ RBC.

### Issuance to Residence Hotel Residents

12. Separate rules as follows shall be applicable to ~~for~~ issuance of ~~POIC~~ RBCs to Residence Hotel Residents:

- a. For purposes of this Policy, the term "Residence Hotel Resident" shall mean an Owner owning a residence available for use within the City's recognized and established Hotel Occupancy Program.
- b. The City shall require an agreement with an applicable hotel project developer to fairly and accurately determine ~~residence hotel property ownership~~ the valid status of Residence Hotel Residents for the purpose of this Policy. Once this is determined to the satisfaction of the eCity, in its sole and absolute but reasonable discretion, a ~~POIC~~ RBC will be issued with an individual's picture, first and last name and ~~housing property~~ Residence Hotel unit number and name of the Residence Hotel.
- c. The ~~POIC~~ RBC shall be issued by the City to a Residence Hotel Resident free of charge on a calendar year basis and shall be valid beginning each January 1 through the following December 31, or upon relinquishing ownership or residency status within the City's Hotel Occupancy Program (whichever occurs first). ~~The City will issue a replacement card to a valid recipient, without charge, if the recipient has lost a POIC.~~
- d. The City will issue a replacement card to a valid ~~recipient~~ Residence Hotel Resident, without charge, if the recipient has lost a ~~POIC~~ RBC.

### Issuance to Full Time City Non-Property Owner Residents

13. Separate rules as follows shall be applicable to issuance of ~~for issuance to~~ RBCs to Full Time Residents (as hereinafter defined):

- a. The City will issue ~~POICs~~ RBCs to persons with "Full Time Resident" status, as hereafter defined.
- b. For purposes of this Policy, the term "Full Time Resident" means any current resident who either (1) has resided in the City for twelve (12) consecutive months as a tenant or as the owner of a residence in the City ~~for 12 or more consecutive months, collectively, prior to the date of application for a RBC, in the City for 12 or more consecutive months~~ or (2) is ~~contractually~~ obligated under written lease, a copy of which shall be provided to the City, to pay rent for rental housing to the owner of the

Property for a period of at least 12 ~~or more~~ consecutive months before or immediately following the date of application for a RBC (either of the foregoing twelve (12) month periods shall be referred to as for the "Qualifying Period;"). Upon application for a RBC, the Full Time Resident shall ~~provided that the resident (regardless of the category above)-~~ certifies/certify in writing, under penalty of perjury:

- i. That the address of the Property claimed is his or her domicile where habitation is fixed,
  - ii. Wherein he or she has the intention of remaining, and
  - iii. ~~And to~~ To which whenever he or she is absent, the person has the intention of returning, and
  - iv. That he or she is not registered to vote at any other address.
- c. To be eligible for issuance of a ~~POIC-RBC~~, a Full Time Resident must obtain written permission to apply for a RBC from the owner of the Property on a form provided by the City and be named as the tenant in a valid, current rental agreement covering the Qualifying Period, a copy of which shall be filed with the City.
- d. Once it is determined to the satisfaction of the City, in its sole and absolute, but reasonable discretion that the individual is a Full Time Resident, as defined above, a ~~POIC-RBC~~ will be issued with the ~~individual's~~ Full Time Resident's picture, first and last name, and assessor's parcel number (APN) of the ~~p~~Property.
- i. Under no circumstances may the number of ~~POIC-RBCs~~ issued for any Property exceed the number of ~~POIC-RBCs~~ allowed pursuant to Sections ~~2-1~~ and ~~3-2~~ above.
  - ii. ~~If necessary to~~ To help effectuate ~~this the~~ requirement in subsection d(i) above, the owner of the Property ~~may be required to~~ must relinquish, in writing, his or her right to a ~~POIC-RBC~~ during the time a Full Time Resident has possession of a valid ~~POIC-RBC~~.
- e. A Full Time Resident is required to surrender his or her ~~POIC-RBC~~ upon termination or expiration of the applicable rental agreement.
- i. To comply with Section 13 (d)(i) above, the owner of the Property is required to collect surrendered ~~POICs-RBCs~~ from the Full Time Resident at the ~~point of separation~~ time the applicable rental agreement expires or terminates and return said ~~POICs-RBCs~~ to the City's Finance Department of the Indian Wells City Hall. The City shall not issue a RBC to a new Full Time Resident for a Property

unless and until the owner of the Property surrenders all prior RBCs to the City's Finance Department.

- ii. For the purpose of mid-year transfers or substitutions, a new Full Time Resident of a residential property shall be treated in the same manner as a new owner of residential property.

## Resident Benefit Card Use Policy

### Purpose:

The Indian Wells Resident Benefit Card (“RBC”) is a privilege extended to:

- Property Owners
- Residents of Mountain View Villas and Indian Wells Villas
- Property owners at the Hyatt Regency Indian Wells Villas
- Residents as described in the Resident Benefit Card Issuance Policy

RBC holders have a responsibility to use the privileges consistent with the rules and policies as set forth by the City Council in this Resident Benefit Card Use Policy (“Use Policy”), and in the Issuance of Resident Benefit Cards Policy (“Issuance Policy”).

### Use of the Card:

The following are the benefits of the RBC and the requirements to receive each benefit:

#### Annual Resident Golf Tournament

- Must have a valid RBC in possession
- Only two golfers per RBC household
- Dependents possessing a RBC are allowed to attend in addition to those persons described in the previous bullet
- Payment by RBC holder is required

#### BNP Paribas Open tickets

- Must have a valid RBC in possession
- A RBC household is allowed two (2) Resident Day tickets and one parking pass (if available) for either a day or night session (RBC holder is allowed to bring one guest if the second RBC holder from the same property is not attending)
- Two (2) tickets per RBC household for various other dates applied for online (RBC holder may bring one guest if the second RBC holder from the same property is not attending)
- Same-day tickets are available for two tournament sessions. Only two tickets per RBC household will be issued per session on a first come/first served basis (tickets to the City’s suite are only available to a RBC household once during the tournament)
- Tickets may NOT be picked up by anyone other than the RBC holder
- BNP Paribas Open tickets are non-transferable

### Desert Town Hall (DTH) Ticket Lottery

- Must have a valid RBC to enter lottery
- DTH Tickets are only distributed by lottery; only one lottery entry allowed per RBC household
- Only two (2) tickets per RBC household will be issued; RBC holder may bring one guest if second RBC holder from the same property is not attending
- A lottery winner will receive two tickets to attend one of the DTH speaker events; winners are determined by a random drawing; winners do not get to choose the DTH event they attend nor exchange tickets for another event
- DTH tickets are non-transferable

### Indian Wells Golf Resort

- In order to play golf at the City owned Indian Wells Golf Resort at the discounted rate of \$35.00, the RBC holder must have a valid RBC in his/her possession at all times when playing golf
- RBC holders receive discounted rates consistent with the City approved Complimentary Golf Policy
- RBC holders receive a 20% discount on meal, non-alcoholic beverages, and retail purchases (not applicable to parties of 10 or more people, happy hour pricing and special events)

### Indian Wells Resort Hotels & Spas

- Must have a valid RBC in their possession at all times
- RBC holders may receive a 20% discount on spa, meal, and non-alcoholic beverage purchases (based on rules established by each individual resort; subject to change)

### Hyatt Regency Indian Wells Fitness Facility

- Must have a valid RBC in their possession at all times
- RBC holders may use the Fitness Center
- RBC holders may park in the self-parking area at no cost

### IW Polo Event

- Must have a valid RBC in their possession
- RBC holder may bring one guest if second RBC holder from the same property is not attending
- Dependents possessing a RBC are allowed to attend in addition to those persons described in the previous bullet
- Polo event is a paid event by RBC holder
- All attendees are required to pay on a first come/first served basis

### Patio Parties

- Must have a valid RBC in possession
- RBC holder may bring one guest if second RBC holder from the same property is not attending
- Dependents possessing a RBC are allowed to attend in addition to those persons described in the previous bullet
- Online paid reservations are required in order to attend
- Must check-in with valid RBC at the event

### Resident Socials

- Must have a valid RBC in possession
- A RBC holder may bring one guest if second RBC holder from the same property is not attending.
- Dependents possessing a RBC are allowed to attend in addition to those persons described in the previous bullet
- All attendees are required to pay on a first come/first served basis

### Residents' Night at WildLights

- Must have a valid RBC in possession
- RBC holder is allowed one guest if second RBC holder from the same property is not attending
- Dependents possessing a RBC are allowed to attend in addition to those persons described in the previous bullet
- Online reservations and payment are required at time of reservation

## **Violations of RBC:**

The following are considered violations of the RBC Use Policy and will be subject to sanctions as detailed in the enforcement section of this Policy:

- Violation of any Use regulation cited above detailing specific events
- Trading, transferring or allowing a non-card holder to use a card of a RBC holder to play discounted golf, obtain resort discounts, attend City events, or take advantage of any other special RBC holder privilege
- Dependents over 21 obtaining a card
- Falsely identifying a person as a domestic partner for the purpose of obtaining a card
- Presenting a falsified property deed and/or other documents or records to City Staff to obtain a RBC
- Misrepresentation of RBC holder status

## **Enforcement Actions:**

The enforcement actions for violations of the RBC Policy will only apply to a RBC holder violating the Issuance and/or Use Policy. The sanctions are as follows:

First Offense:

City Manager or his/her designee will provide a written notice to the alleged violator setting forth the violation of the Policy. A copy of this Policy will be provided, and a signed acknowledgement by RBC holder of receipt and acknowledgement of this Policy is required for the alleged violator to proceed with the appeal. RBC holder may appeal any decision by City Manager or his/her designee in writing within 30 calendar days to a hearing officer approved by the City.

Second Offense: (occurring within 2 years from first offense)

City Manager or his/her designee will provide a written notice of alleged violation. Unless appealed, a 90-day suspension will be invoked commencing at the beginning of next calendar year when new cards are issued. The violator will be provided a copy of this Policy, and a signed acknowledgement by RBC holder of receipt and acknowledgement of this Policy is required for the alleged violator to proceed with the appeal. Any suspension may be appealed in writing within 30 calendar days to a hearing officer approved by the City.

Third Offense: (occurring within 2 years from first offense)

City Manager or his/her designee will provide a written notice of alleged violation. Unless appealed, a 6-month suspension will be invoked commencing at the beginning of the next calendar year when the new cards are issued. The violator will be provided a copy of this Policy, and a signed acknowledgement by RBC holder of receipt and acknowledgement of this Policy is required for the alleged violator to proceed with the appeal. Any suspension may be appealed in writing within 30 calendar days to a hearing officer approved by the City.

# ~~Property Owner Identification~~ Resident Benefit Card Use Policy

## Purpose:

The Indian Wells ~~Property Owner Identification~~ Resident Benefit Card ("~~POIC~~RBC") is a privilege extended to:

- ~~Property Owners~~ and
- Residents of Mountain View Villas and Indian Wells Villas ~~residential communities,~~ and
- Property owners at the Hyatt Regency Indian Wells Villas and
- Residents as described in the Resident Benefit Card Issuance Policy.

~~POIC~~RBC holders have a responsibility to use the privileges consistent with the rules and policies as set forth by the City Council in this Resident Benefit Card Use Policy ("Use Policy"), herein and in the Issuance of Resident Benefit Cards Policy ("Issuance Policy") by the City Council. ~~A POIC holder is considered an ambassador of the City of Indian Wells.~~ NOTE: ~~A "POICRBC" is issued only to an (as defined in the RBC Issuance Policy) Assessor Parcel Number (APN) having a Certificate of Occupancy for an inhabitable dwelling.~~

## Use of the Card:

The following are the benefits of the ~~POIC~~RBC and the requirements to receive each benefit:

### Annual Resident Golf Tournament

- Must have a valid ~~POIC~~RBC in possession
- Only two golfers per ~~POIC~~RBC household
- Dependents possessing a RBC are allowed to attend in addition to those persons described in the previous bullet
- Payment by ~~POIC~~RBC holder is required

### BNP Paribas Open tickets

- Must have a valid ~~POIC~~RBC in possession
- A ~~POIC~~RBC holder household is allowed two (2) Resident Day tickets per household and a one parking pass (if available) for either a day or night session. (~~POIC~~RBC holder is allowed to bring one guest if the second RBC holder from the same property is not attending, spouse is considered to be a guest)
- Two (2) tickets per ~~POIC~~RBC household for various other dates applied for online and will be issued on a first come/first served basis. (~~POIC~~RBC holder may bring

~~one~~ a guest if the second RBC holder from the same property is not attending;  
~~spouse is considered to be a guest)~~

- ~~Additionally~~ Same-day tickets are available for two tournament sessions. Only two tickets per ~~POIC~~RBC household will be issued per session on a first come/first served basis (tickets to the City's suite are only available to a ~~POIC~~RBC household once during the tournament)
- Tickets may NOT be picked up by anyone other than the ~~POIC~~RBC holder.
- BNP Paribas Open tickets are non-transferable; ~~it is a violation of the POIC Policy to allow anyone other than the POIC holder to whom the tickets were issued and their guest to use City issued tennis tickets~~

### Desert Town Hall (DTH) Ticket Lottery

- Must have a valid ~~POIC~~RBC to enter lottery
- DTH Tickets are only distributed by lottery; ~~;~~ Only one lottery entry allowed per ~~POIC~~RBC household
- Only two (2) tickets per ~~POIC~~RBC household will be issued; ~~;~~ ~~POIC~~RBC holder may bring a one guest, ~~(spouse is considered to be a guest)~~ if second RBC holder from the same property is not attending
- A lottery winner will receive two tickets to attend one of the DTH speaker events; ~~;~~ ~~Winners~~ winners are determined by a random drawing; ~~;~~ ~~Winners~~ winners do not get to choose the DTH event they attend nor exchange tickets for another event
- DTH tickets are non-transferable
- ~~It is a violation of the POIC Policy to allow anyone other than the POIC holder and guest to use City issued DTH tickets~~
- ~~The transferring of the DTH tickets in any manner is prohibited and a violation of the POIC Policy~~

### Indian Wells Golf Resort

- In order to play golf at the City owned Indian Wells Golf Resort at the discounted rate of \$35.00, the ~~POIC~~RBC ~~resident card~~ holder must have a valid ~~POIC~~RBC in his/her possession at all times when playing golf.
- ~~POIC~~RBC holders receive discounted rates consistent with the City approved Complimentary Golf Policy
- ~~POIC~~RBC holders receive a 20% discount on meal, non-alcoholic beverages, and retail purchases (not applicable to parties of 10 or more people, happy hour pricing and special events);

## Indian Wells Resort Hotels & Spas

- Must have a valid ~~POIC~~RBC in their possession at all times-
- ~~POIC~~RBC holders may receive a 20% discount on spa, meal, and non-alcoholic beverage purchases (based on rules established by each individual resort; subject to change)

## Hyatt Regency Indian Wells Fitness Facility

- Must have a valid ~~POIC~~RBC in their possession at all times
- ~~POIC~~RBC holders may use the Fitness Center
- ~~POIC~~RBC holders may park in the self-parking area at no cost

## IW Polo Event

- Must have a valid ~~POIC~~RBC in their possession
- ~~POIC~~RBC holder may bring a one guest to the event if second RBC holder from the same property is not attending; ~~spouse is considered to be a guest~~
- Dependents possessing a RBC are allowed to attend in addition to those persons described in the previous bullet
- Polo event is a ~~Paid~~ paid event by ~~POIC~~RBC holder
- All attendees are required to pay on a first come/first served basis

## Patio Parties

- Must have a valid ~~POIC~~RBC in possession
- ~~Only one~~ RBC holder ~~is allowed per household along with one~~ many bring guest if second RBC holder from the same property is not attending
- Dependents possessing a RBC are allowed to attend in addition to those persons described in the previous bullet
- ~~A child living in a POIC household under the age of 21 may attend along with one guest as long as they possess a valid POIC card.~~
- Online paid reservations are required in order to attend-
- Must check-in with valid ~~POIC~~RBC at the event

## Resident Socials

- Must have a valid ~~POIC~~RBC in possession
- A ~~POIC~~RBC holder may bring ~~a~~one guest if second RBC holder from the same property is not attending. ~~(spouse is considered to be a guest)~~
- Dependents possessing a RBC are allowed to attend in addition to those persons described in the previous bullet
- ~~Payment may be required to attend event.~~
- All attendees are required to pay on a first come/first served basis~~First paid/first on the list~~

## Residents' Night at WildLights

- Must have a valid ~~POIC~~RBC in possession
- ~~POIC~~RBC holder is allowed one guest if second RBC holder from the same property is not attending. ~~(spouse is considered to be a guest)~~
- ~~Children~~Dependents possessing a ~~POIC~~RBC and living in the household who are under the age of 21 are allowed to attend in addition to those persons described in the previous bullet~~the household POIC holder and his/her guest.~~
- Online reservations and payment are required at time of reservation.

## Violations of ~~POICRBC~~:

The following are considered violations of the ~~POICRBC Use~~ Policy and will be subject to sanctions as detailed in the enforcement section of this Policy:

- Violation of any Use regulation cited above detailing specific events
- Trading, transferring or allowing a non-card holder to use a card of a ~~POICRBC~~ holder to play discounted golf, obtain resort discounts, attend City events, or take advantage of any other special ~~POICRBC~~ holder privilege.
- Dependents over 21 obtaining a card. ~~A renter obtaining a card.~~
- Falsely identifying a person as a domestic partner for the purpose of obtaining a card.
- Presenting a falsified ~~Property~~property ~~Deed~~deed and/or other documents or records to City Staff to obtain a ~~POICRBC~~
- Misrepresentation of ~~POICRBC~~ holder status

## Enforcement Actions:

The enforcement actions for violations of the ~~POICRBC~~ Policy will only apply to a ~~POICRBC~~ holder violating the Issuance and/or Use Policy. The sanctions are as follows:

### First Offense:

City Manager or his/her designee will provide a written notice to the alleged violator setting forth the violation of the Policy. A copy of this Policy will be provided, and a ~~required~~-signed acknowledgement by ~~POICRBC~~ holder of receipt and acknowledgement of this Policy is required for the alleged violator to proceed with the appeal. ~~POICRBC~~ holder may appeal any decision by City Manager or his/her designee in writing within 30 calendar days to a hearing officer approved by the City.

### Second Offense: (occurring within 2 years from first offense)

City Manager or his/her designee will provide a written notice of alleged violation. Unless appealed, a 90-day suspension will be invoked commencing at the beginning of next calendar year when new cards are issued. The violator will be provided a copy of this Policy, and a ~~required~~-signed acknowledgement by ~~POICRBC~~ holder of receipt and acknowledgement of this Policy is required for the alleged violator to proceed with the appeal. Any suspension may be appealed in writing within 30 calendar days to a hearing officer approved by the City.

Third Offense: (occurring within 2 years from first offense)

City Manager or his/her designee will provide a written notice of alleged violation. Unless appealed, a 6-month suspension will be invoked commencing at the beginning of the next calendar year when the new cards are issued. The violator will be provided a copy of this Policy, and a ~~required~~-signed acknowledgement by ~~PO+RBC~~ holder of receipt and acknowledgement of this Policy is required for the alleged violator to proceed with the appeal. Any suspension may be appealed in writing within 30 calendar days to a hearing officer approved by the City.



10/15/2015

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File #: 1242-15 Item #: B.

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***Indian Wells City Council***  
***Staff Report - Finance***

***October 15, 2015***

**Citywide Audit Services**

**RECOMMENDED ACTIONS:**

The Finance Committee recommends the Council **AWARDS** five-year contract with Vavrinek, Trine, Day & Co. LLP for City audit services; and

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

**APPROVES** requisition in the amount of \$61,405 for City, Successor Agency, and Housing Authority audit services for Fiscal Year 2015/16; and

Successor Agency **AWARDS** five-year contract with Vavrinek, Trine, Day & Co. LLP for Successor Agency audit services; and

**DIRECTS** and **AUTHORIZES** the Executive Director to execute the contract for same; and

Housing Authority **AWARDS** five-year contract with Vavrinek, Trine, Day & Co. LLP for Housing Authority audit services; and

**DIRECTS** and **AUTHORIZES** the Executive Director to execute the contract for same.

**DISCUSSION:**

The Finance Committee recommends awarding a five-year contract with Vavrinek, Trine, Day & CO. LLP for City, Successor Agency, and Housing Authority auditing services in the amount of \$61,405 commencing with the fiscal year ending June 30, 2016. The total cost of the five-year contract is \$318,301.

Background:

Consistent with auditing standards established by the Government Finance Officers Association, the City issues a Request for Proposal (RFP) for audit services every 5 years. Staff sent the RFP to nine

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auditing firms and placed the RFP on the California Society of Municipal Finance Officers website. Staff received 11 responses and selected four firms for the Finance Committee to interview.

The Finance Committee interviewed the four firms listed below on September 28, 2015 and unanimously chose Vavrinek, Trine, Day & Co. Vavrinek, Trine, Day & Co is a large auditing firm with offices in Riverside, which provides auditing services to over 300 governmental agencies in California. Staff checked references listed in the Vavrinek, Trine, Day & Co proposal and was satisfied with the responses.

<b>Firm</b>	<b>FY2016</b>	<b>FY2017</b>	<b>FY2018</b>	<b>FY2019</b>	<b>FY2020</b>	<b>Total</b>
Vavrinek, Trine, Day	61,405	61,405	63,247	65,145	67,099	318,301
Lance, Sol, & Lunghard	73,390	73,390	73,390	75,590	77,858	373,618
White Nelson Diehl Evans	66,610	67,940	69,300	70,685	72,100	346,635
Davis/Farr	59,850	59,850	59,850	61,040	62,240	302,830

**ATTACHMENTS:**

1. Contract
2. Requisition



**CITY OF INDIAN WELLS/SUCCESSOR AGENCY/HOUSING AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 15 day of October, 2015, by and between the **City of Indian Wells**, a municipal organization organized under the laws of the State of California, **the Successor Agency to the dissolved Indian Wells Redevelopment Agency**, a public entity organized under the laws of the State of California **and, the Indian Wells Housing Authority**, a public entity organized under the laws of the State of California, all with their principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210-7497 (collectively, “City”) and **Vavrinek, Trine, Day & Co**, a Limited Liability Partnership with its principal place of business at 19340 Jesse Lane, Suite 260, Riverside, California, 92508 (“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 audit services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the audit project (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional audit 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 (“Term”) shall commence as of the date first set forth herein above, and except for those indemnification and other provisions which by their nature survive the termination of this Agreement, shall end at the time of satisfactory completion and delivery to the City of all audit and related reports due under this Agreement for the City’s 2019-20 fiscal year, 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: Roger Alfaro, Phil White, David Showalter, Kinnaly Soukhaseum and Lauryn Stapleton.

3.2.5 City's Representative. The City hereby designates Kevin McCarthy, 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 Roger Alfaro, 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 Professional Liability (Errors and Omissions) Insurance. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability.

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 in the amount of those certain flat fees set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed, in the aggregate, three hundred eighteen thousand three hundred and one dollars and no cents (\$318,301) without written approval of City's Finance Director. Extra Work will be compensated at the rates and manner typically charged by Consultant for such Extra Work, subject to the prior written approval by the City of such rates and manner.

3.3.2 Payment of Compensation. Consultant shall submit to City, when each item in Exhibit "C" is completed, an applicable 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:**

Roger Alfaro, CPA, Partner  
Vavrinek, Trine, Day & Co., LLP  
19340 Jesse Lane, Suite 260  
Riverside, California 92508

**City:**

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

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, losses, 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.

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

**CITY OF INDIAN WELLS**

**VAVRINEK, TRINE, DAY & CO., LLP**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Roger Alfaro  
CPA, Partner

*Attest:*  
\_\_\_\_\_  
City Clerk

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**SUCCESSOR AGENCY TO THE DISSOLVED  
INDIAN WELLS REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Executive Director

*Attest:*  
\_\_\_\_\_  
Secretary

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
Agency Counsel

**INDIAN WELLS HOUSING AUTHORITY**

By: \_\_\_\_\_  
Executive Director

*Attest:*

\_\_\_\_\_  
Secretary

*Approved as to Form:*

\_\_\_\_\_  
Best Best & Krieger LLP  
Authority Counsel

## EXHIBIT "A"

### SCOPE OF SERVICES

Consultant shall perform the following for each of the fiscal years 2015-16 through 2019-20:

- Audit of the City's financial information including the City of Indian Wells, the Successor Agency to the City of Indian Wells Redevelopment Agency (Successor Agency) and The Indian Wells Housing Authority
- Preparation of the City's Comprehensive Annual Financial Report (CAFR) including the financial statements, schedules and accompanying notes that will be submitted for the annual GFOA award.
- If applicable, Single Audit and report in conformance with OMB Circular A-133
- Internal Control and Investment Structure agreed upon procedures report
- Perform agreed upon procedures on the City of Indian Wells' Gann Appropriations Limit calculation
- Perform agreed upon procedures on the City of Indian Wells' Transient Occupancy Tax
- Perform agreed upon procedures on the City of Indian Wells' Admissions Tax
- Perform agreed upon procedures on the Indian Wells Golf Resort

The audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in *Generally Accepted Government Auditing Standards* issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) *Circular A-133 Audits of State and Local Governments and Non-Profit Organizations*, as well as other applicable laws, regulations and rules.

Consultant shall serve the City as auditor for certain other projects as determined by the City.

**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

Unless otherwise agreed to in advance, the following key dates will be targeted by Consultant for each fiscal year:

<b><u>Description of Services</u></b>	<b><u>Key Dates</u></b>
▪ Preliminary/Interim Audit	By early May
▪ Start Final Audit	By early September
▪ Completion of audit field work	By late September
▪ Submit to Finance Director draft report	By mid-October
▪ Final printed copies of all reports delivered to City	By mid-November
▪ Reports on the City Council, Successor Agency and Housing Authority meeting agendas	First meeting in December

**EXHIBIT “C”**

**COMPENSATION**

The total compensation for each fiscal year shall be as set forth below, and for the Term of the Agreement shall not exceed three hundred eighteen thousand three hundred and one dollars and no cents (\$318,301) based on the following schedule:

<b>Description of Services</b>	<b>Fiscal Year</b>				
	<b>2015/16</b>	<b>2016/17</b>	<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>
City CAFR Audit	32,000	32,000	32,960	33,949	34,967
Single Audit Report	2,500	2,500	2,575	2,652	2,732
Successor Agency	1,978	1,978	2,037	2,098	2,161
Housing Authority	1,977	1,977	2,037	2,098	2,161
Indian Wells Golf Resort AUP*	7,500	7,500	7,725	7,957	8,195
Transient Occupancy Tax (TOT) AUP	8,400	8,400	8,651	8,912	9,180
Admissions Tax AUP*	4,500	4,500	4,635	4,774	4,917
Internal Control & Investment Structure AUP	2,000	2,000	2,060	2,122	2,185
Gann Limit Verification	550	550	567	583	601
<b>Total for Fiscal Year (not-to-exceed)</b>	<b>61,405</b>	<b>61,405</b>	<b>63,247</b>	<b>65,145</b>	<b>67,099</b>

\*Cost is an estimate. Actual costs will be determined by the specific procedures in the AUP, the actual rates and cost of which shall be discussed at that time by the Parties and shall be subject to agreement in writing by the City prior to the applicable work being undertaken by Consultant.

The following hourly rates by Consultant are used to determine the cost noted above and at which rates Extra Work, subject to the prior written approval of the City, may be billed at:

<b><u>Classification</u></b>	<b><u>Standard Hourly Rate</u></b>
Partner	\$220
Manager	175
Supervisor	135
Senior	115
Staff	90
Admin Staff	65



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

# SERVICES REQUISITION

DATE	DEPARTMENT
10/7/2015	Finance

Terms: **Net 30 Days**

VENDOR: Vavrinek, Trine, Day & Co, LLP  
 19340 Jesse Lane, Suite 260  
 Riverside, CA 92508

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

VENDOR #:

DESCRIPTION	PRICE
2015/16 City Audit Services	57,450.00
2015/16 Successor Agency Audit Services	1,978.00
2015/16 Housing Authority Audit Services	1,977.00
	-
	-
	-
	-
<b>TOTAL</b>	<b>\$ 61,405.00</b>

ACCOUNT NUMBER		BUDGET AVAILABLE
101.51.01.05310.000	59,428.00	101,135.00
256.46.01.05310.000	1,977.00	70,200.00
<b>TOTAL</b>	<b>\$ 61,405.00</b>	

PREPARED BY: Amy Dallosta

DATE: 10/7/2015

**REQUISITION CHECKLIST:**

<input type="checkbox"/>	<b>Minor Services (\$1 to \$5,000)</b>	<b>Procurement Method - Select One:</b>	<b>Required for NEW Agreements - Select All</b>
		<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 _____	<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"/>	<b>Intermediate Services (\$5,001 to \$25,000)</b>	<b>Procurement Method - Select One:</b>	<b>Required for NEW Agreements - Select All</b>
		<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	<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

<input checked="" type="checkbox"/>	<b>Major Services (\$25,001 or more)</b>	<b>Procurement Method - Select One:</b>	<b>Required - Select All</b>
		<input checked="" 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	<input type="checkbox"/> Council Approval Date & Item # _____ <input type="checkbox"/> Copy of Agenda item attached <input type="checkbox"/> Copy of Staff Report attached <b>Required for NEW Agreements - Select All</b> <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: \_\_\_\_\_

DATE: \_\_\_\_\_

Risk Manager

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
		<b>59</b>
Department Head or Designee	Finance Director or Designee	City Manager or Designee
Date	Date	Date



10/15/2015

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File #: 1244-15 Item #: C.

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***Indian Wells City Council***  
***Staff Report - Finance***

***October 15, 2015***

**Annual Developer Impact Fee Report**

**RECOMMENDED ACTION:**

Council **APPROVES** the Annual Developer Impact Fee Report submitted for Fiscal Year 2014/15.

**BACKGROUND:**

Within 180 days after the last day of the fiscal year, the City must report on the use of developer impact fees collected within the City. The City created separate funds to account for the collection of developer's fees.

The City remains in compliance pursuant to the conditions set forth in California Government Code Chapter 5, Section 66000. The attached schedules denote the expenditures to date and total revenues subject to the five-year limitation established by the California Government Code.

**FISCAL IMPACT:**

During fiscal year 2014/15, the City collected \$139,614 in developer fees which were used to fund a variety of capital projects including infrastructure improvements and public art projects. In some cases developer fees are used to reimburse "advances" that come from other funds. Advances allow for the immediate construction of a public improvement rather than delaying the improvement project until the necessary developer fees are collected.

**Park-in-Lieu fees**

Park-in-Lieu fees are used for the construction of recreation and open spaces. In 2008, the City advanced the Park-in-Lieu fund \$1,636,083 for certain construction at the Golf Resort. The City collected \$39,272 in Park-in-Lieu fees during fiscal year 2014/15 to pay down the advance. At June 30, 2015, the remaining advance was \$1,389,575.

### **Citywide Public Improvement fees**

Citywide Public Improvement fees are used for the acquisition and construction of general governmental capital improvement projects. In 2005, the City advanced the Citywide Public Improvement fund \$3,750,000 to construct a portion of the Miles Avenue Bridge Project. At June 30, 2015, the remaining advance was \$1,170,728.

### **Art in Public Places fees**

Art in Public Places fees are used to support public art and culture. During fiscal year 2014/15, the City completed the Carl Bray interpretive exhibit at a cost of \$69,365. The City is currently reserving Art in Public Places fees to construct a public art project along Highway 111. Through fiscal year 2014/15, the City has reserved \$175,000 for this project.

### **Highway 111 Circulation Improvement fees**

Highway 111 Circulation Improvement fees are used to finance capital improvements along Highway 111. Fees of \$975 were collected during fiscal year 2014/15 and the fund maintains a \$30,939 deficit fund balance from a previous Highway 111 landscape project.

### **ATTACHMENT:**

1. Annual Developer Impact Fees Report

**City of Indian Wells  
Park - in - Lieu Fees - Fund 314  
As of June 30, 2015**

**The fees collected by this fund are used for the acquisition, construction, and maintenance of parks, recreation and open space capital improvement projects. Fee Schedules are available in the Building Department.**

**PART 1**

**Cash Balance, Revenue, Expenditures, Ending Cash Balance**

	<b>06/30/15</b>	<b>06/30/14</b>	<b>06/30/13</b>	<b>06/30/12</b>	<b>06/30/11</b>	<b>Prior Years</b>
Revenue	39,272	36,272	37,376	21,496	17,480	1,837,580
Interest	-	32	166	-	-	125,972
<b>TOTAL REVENUE</b>	<b>39,272</b>	<b>36,304</b>	<b>37,542</b>	<b>21,496</b>	<b>17,480</b>	<b>1,963,552</b>
Expenditures	-	-	-	-	-	3,505,221
Capital Reserve	-	-	-	-	-	-
Revenue Over (Under) Expenditures	39,272	36,304	37,542	21,496	17,480	(1,541,669)
Beginning Fund Balance	(1,428,847)	(1,465,151)	(1,502,693)	(1,524,189)	(1,541,669)	
<b>Ending Fund Balance</b>	<b>(1,389,575)</b>	<b>(1,428,847)</b>	<b>(1,465,151)</b>	<b>(1,502,693)</b>	<b>(1,524,189)</b>	

**PART 2**

**Compliance With Government Code 66001**

**Projects:**

	<b>06/30/15</b>	<b>06/30/14</b>	<b>06/30/13</b>	<b>06/30/12</b>	<b>06/30/11</b>	<b>Prior Years</b>
Community development						9,480
GRIW Sand Trap Renovation						342,437
GRIW Greens						187,862
GRIW landscape						302,027
GRIW Sprinkler Replacement						212,094
GRIW Equipment Acquisition						280,226
GRIW Course Construction						2,171,095
<b>TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,505,221</b>
<b>Expenditures to Date</b>	<b>3,505,221</b>					

<b>Expenditures to Date</b>	<b>Total Revenues Subject to 5 yr Limitation Through 6/30/10</b>	<b>Excess Expenditures=In Compliance (Under) Expenditures=Non-Compliance As of 6/30/15</b>
<b>3,505,221</b>	<b>1,963,552</b>	<b>1,541,669</b>

**City of Indian Wells**

**Citywide Public Improvement Fee - Fund 315**

**As of June 30, 2015**

The fees collected by this fund are used for the acquisition and construction of general governmental capital improvement projects.

Fee Schedules are available in the Building Department.

**PART 1**

**Cash Balance, Revenue, Expenditures, Ending Cash Balance**

	<b>06/30/15</b>	<b>6/30/2014*</b>	<b>06/30/13</b>	<b>06/30/12</b>	<b>06/30/11</b>	<b>Prior Years</b>
Revenue	82,137	72,181	82,137	42,458	32,357	5,302,125
Interest	(118)	923	1,360	-	-	870,974
<b>TOTAL REVENUE</b>	<b>82,019</b>	<b>73,104</b>	<b>83,497</b>	<b>42,458</b>	<b>32,357</b>	<b>6,173,099</b>
Expenditures	155,123		113,510	12,445	32,360	6,173,095
Revenue Over (Under) Expenditures	(73,104)	73,104	(30,013)	30,013	(3)	
Beginning Fund Balance	73,105	1	30,014	1	4	
<b>Ending Fund Balance</b>	<b>1</b>	<b>73,105</b>	<b>1</b>	<b>30,014</b>	<b>1</b>	

**PART 2**

**Compliance With Government Code 66001**

**Projects:**

	<b>06/30/15</b>	<b>6/30/2014*</b>	<b>06/30/13</b>	<b>06/30/12</b>	<b>06/30/11</b>	<b>Prior Years</b>
Civic Cntr Corp Yard						74,024
Civic Center Dev						18,465
Sheriff Sub Station						6,133
Add'l Bus Shelters						37,800
Emg. Generator						12,500
Council Cham. Modif.						16,371
ADA Upgrade-City Hall						2,847
Racquet Cl. Signal						21,322
Racquet Cl. Entrance						9,788
Hwy 111 Medians						22,301
City Hall Expansion						1,132,499
Civic Center Improvements						136,073
Miles Ave Bridge	155,123		113,510	12,445	32,360	2,265,834
Transfers Out						2,417,138
<b>TOTAL</b>	<b>155,123</b>	<b>-</b>	<b>113,510</b>	<b>12,445</b>	<b>32,360</b>	<b>6,173,095</b>
<b>Expenditures to Date</b>	<b>6,486,533</b>					

<b>Expenditures to Date</b>	<b>Total Revenues Subject to 5 yr Limitation Through 6/30/10</b>	<b>Excess Expenditures=In Compliance (Under) Expenditures=Non-Compliance As of 6/30/15</b>
6,486,533	6,173,099	313,434

**City of Indian Wells  
Art in Public Places - Fund 319  
As of June 30, 2015**

**The fees collected by this fund are used to support art and culture throughout the city.  
Fee Schedules are available in the Building Department.**

**PART 1**

**Cash Balance, Revenue, Expenditures, Ending Cash Balance**

	<b>06/30/15</b>	<b>6/30/2014*</b>	<b>06/30/13</b>	<b>06/30/12</b>	<b>06/30/11</b>	<b>Prior Years</b>
Revenue	17,230	16,398	102,938	9,717	11,170	913,043
Interest	4,686	7,128	(184)	3,859	6,037	138,641
<b>TOTAL REVENUE</b>	<b>21,916</b>	<b>23,526</b>	<b>102,754</b>	<b>13,576</b>	<b>17,207</b>	<b>1,051,684</b>
Expenditures	69,365	-	-	31,464	64,072	712,973
Revenue Over (Under) Expenditures	(47,449)	23,526	102,754	(17,888)	(46,865)	338,711
Beginning Fund Balance	399,143	375,617	272,863	290,751	337,616	
<b>Ending Fund Balance</b>	<b>351,694</b>	<b>399,143</b>	<b>375,617</b>	<b>272,863</b>	<b>290,751</b>	

**PART 2**

**Compliance With Government Code 66001**

**Projects:**

	<b>06/30/15</b>	<b>6/30/2014*</b>	<b>06/30/13</b>	<b>06/30/12</b>	<b>06/30/11</b>	<b>Prior Years</b>
Planning						186
Art study						3,029
Path of the Bighorn Ram Art Grove Gate North						12,000
City Monuments						529
Civic Center Enhance.						45
Walk of Honor Memorial						98
Entrance Signs						326,416
Indian Wells Lane Fountains						80,809
Indian Wells Golf Resort						65,800
Cook Entry Monuments	175,000					224,061
Carl Bray Interpretive Exhibit	69,365			31,464	64,072	-
<b>TOTAL</b>	<b>244,365</b>	<b>-</b>	<b>-</b>	<b>31,464</b>	<b>64,072</b>	<b>712,973</b>
<b>Expenditures to Date</b>	<b>1,052,874</b>					

**Total Revenues Subject to  
5 yr Limitation  
Through 6/30/10**

**Excess Expenditures=In Compliance  
(Under) Expenditures=Non-Compliance  
As of 6/30/15**

**Expenditures to Date**

1,052,874

1,051,684

1,190

**City of Indian Wells  
Highway 111 Circulation Improvement Fee - Fund 321  
As of June 30, 2015**

**The fees collected by this fund are used to finance Highway 111 capital improvement projects.  
Fee Schedules are available in the Building Department.**

**PART 1**

**Cash Balance, Revenue, Expenditures, Ending Cash Balance**

	<b>06/30/15</b>	<b>06/30/14</b>	<b>06/30/13</b>	<b>06/30/12</b>	<b>06/30/11</b>	<b>Prior Years</b>
Revenue	975				-	170,853
Interest				10	-	60,344
<b>TOTAL REVENUE</b>	<b>975</b>	<b>-</b>	<b>-</b>	<b>10</b>	<b>-</b>	<b>231,197</b>
Expenditures		-	-	-	-	284,571
Capital Reserve						
Revenue Over (Under) Expenditures	975	-	-	10	-	(53,374)
Beginning Fund Balance	(31,914)	(31,914)	(31,914)	(31,924)	(31,924)	
Ending Fund Balance	(30,939)	(31,914)	(31,914)	(31,914)	(31,924)	-

**PART 2**

**Compliance With Government Code 66001**

**Projects:**

	<b>06/30/15</b>	<b>06/30/14</b>	<b>06/30/13</b>	<b>06/30/12</b>	<b>06/30/11</b>	<b>Prior Years</b>
Hwy. 111 Landscape Replacement						283,963
Hwy. 111 Medians						48
Hwy. 111 Medians						560
<b>TOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>284,571</b>
<b>Expenditures to Date</b>	<b>284,571</b>					

<b>Expenditures to Date</b>	<b>Total Revenues Subject to 5 yr Limitation Through 6/30/10</b>	<b>Excess Expenditures=In Compliance (Under) Expenditures=Non-Compliant As of 6/30/15</b>
284,571	231,197	53,374



10/15/2015

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File #: 1246-15 Item #: D.

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***Indian Wells City Council***  
***Staff Report - Community Development***

***October 15, 2015***

**Housing Element Annual Progress Report for 2014**

**RECOMMENDED ACTIONS:**

Council **RECEIVES** and **FILES** the Housing Element Annual Progress Report ("APR") for 2014; and

**DIRECTS** Staff to submit the APR to the Governor's Office of Planning and Research ("OPR") and the California Department of Housing and Community Development ("HCD").

**DISCUSSION:**

Background:

Government Code Section 65400(a)(2)(B) requires that each city and county planning agency prepare an APR to report on the status of the Housing Element and on the progress of the implementation of the policies in the Element, using the forms and definitions adopted by HCD.

This APR report is for calendar 2014, and addresses the City's progress in meeting the 2013 Regional Housing Needs Assessment (RHNA) projected housing need identified in the 2014-21 Housing Element. It also describes the actions taken towards completion of the programs, and status of compliance with the deadlines outlined in the Housing Element.

Discussion:

The Housing Element is used to identify projected housing needs of the community, and establish policies to support the further development of all housing types, including affordable housing within the City. All California municipalities are required to adopt a Housing Element as part of their General Plan. Distinct from other General Plan elements, the Housing Element is subject to detailed statutory requirements and mandatory review by HCD.

The APR contains five tables, four that address the City's progress in meeting the RHNA housing need, and one that addresses the actions taken towards completion of the programs, and the status

66

of compliance with the deadlines of the Housing Element.

RHNA Progress:

The 2013 RHNA allocated to cities and counties within the Southern California Association of Governments (SCAG) region their "fair share" of the regions' projected housing need by household income group for the planning period of January 1, 2014 to October 15, 2021. Indian Wells' RHNA allocation for the period is 160 housing units.

The following table identified in the City's Housing Element represents the RHNA allocation broken down by unit income level:

<i>Income Level</i>	<i>Unit No.</i>	<i>Distribution</i>
Very Low	40	25.0%
Low	27	16.9%
Moderate	31	19.4%
Above Moderate	62	38.8%
Total	160	100.0%

Tables A, A2, A3, and B of the ARP report on construction activities that support the goals of the 2013 RHNA, specifically:

- Table A provides a summary of new construction for Very Low, Low, and Mixed Income Multifamily Projects. This table identifies that no Extremely Low Income, Very Low Income, Low Income, or Moderate-Income units were constructed during the reporting period.
- Table A2 provides a summary of Units Rehabilitated, Preserved, or Acquired, pursuant to Government Code requirements. This table identifies that no units were rehabilitated, preserved, or acquired during the reporting period.
- Table A3 provides a summary for Above Moderate-Income Units. This table identifies that 40 (37 single-family homes and 3 second units) Above Moderate income units were constructed during the reporting period.
- Table B provides a summary of the Regional Housing Needs Allocation Progress. This table provides a summary of permitted units issued by affordability category and identifies that 40 Above Moderate-Income units were constructed. No other types of units were constructed during the January 1, 2014 to December 31, 2014 reporting period.

Housing Programs Progress:

Table C of the APR reports the City's annual progress in the implementation of programs and

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**File #:** 1246-15 **Item #:** D.

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statutory requirements of the 2014-2021 Housing Element. Staff continues to monitor the programs as outlined by the timeframes.

**ATTACHMENT:**

1. Housing Element Annual Progress Report

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction INDIAN WELLS

Reporting Period 01/01/2014 - 12/31/2014

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the “Final” button and clicking the “Submit” button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

Governor’s Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

Jurisdiction INDIAN WELLS  
 Reporting Period 01/01/2014 - 12/31/2014

**Table A**

**Annual Building Activity Report Summary - New Construction**  
**Very Low-, Low-, and Mixed-Income Multifamily Projects**

Housing Development Information							Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
<b>(9) Total of Moderate and Above Moderate from Table A3</b>				0	40						
(10) Total by Income Table A/A3			0	0	0	40					
<b>(11) Total Extremely Low-Income Units*</b>			0								

\* Note: These fields are voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

Jurisdiction INDIAN WELLS

Reporting Period 01/01/2014 - 12/31/2014

**Table A2**  
**Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c )(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

\* Note: This field is voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

Jurisdiction INDIAN WELLS  
 Reporting Period 01/01/2014 - 12/31/2014

**Table A3**  
**Annual building Activity Report Summary for Above Moderate-Income Units**  
**(not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for <b>Moderate</b>	0	0	0	0	0	0	0
No. of Units Permitted for <b>Above Moderate</b>	37	0	0	3	0	40	0

\* Note: This field is voluntary

# ANNUAL ELEMENT PROGRESS REPORT

## *Housing Element Implementation*

(CCR Title 25 §6202 )

Jurisdiction INDIAN WELLS

Reporting Period 01/01/2014 - 12/31/2014

**Table B**  
**Regional Housing Needs Allocation Progress**  
**Permitted Units Issued by Affordability**

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.												Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	40	0	0	0	0	0	0	0	0	0	0	40
	Non-Restricted		0	0	0	0	0	0	0	0	0		
Low	Deed Restricted	27	0	0	0	0	0	0	0	0	0	0	27
	Non-Restricted		0	0	0	0	0	0	0	0	0		
Moderate		31	0	0	0	0	0	0	0	0	0	0	31
Above Moderate		62	0	40	0	0	0	0	0	0	-	40	22
Total RHNA by COG. Enter allocation number:		160											
Total Units ▶ ▶ ▶			0	40	0	0	0	0	0	0	0	40	120
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

Jurisdiction INDIAN WELLS

Reporting Period 01/01/2014 - 12/31/2014

**Table C**

**Program Implementation Status**

Program Description (By Housing Element Program Names)	<b>Housing Programs Progress Report - Government Code Section 65583.</b> Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
IIB1.A Rehabilitation and Preservation	Refer property owners to applicable agencies/organizations for rehabilitation assistance.	Ongoing	The City will refer property owners for rehabilitation assistance including rebates, grants and loans, through outside programs provided by utility providers and other organizations.
IIB2.A Production of New Housing Units	20 extremely low income units; 20 very low income units, 27 low income units; 31 moderate income units; 62 above moderate income units.	Evaluate and establish incentives within 1 year	The City continues to provide incentives and flexibility in development standards to encourage affordable housing development as outlined in Section 21.12.040 of the City's Municipal Code. The City is looking at ways to streamline the development process and continues to promote development of vacant properties.
IIB2.B Vacant and Underutilized Land Survey	Update the survey	Annually	The City maintains a comprehensive land use survey identifying vacant and underutilized parcels suitable for residential development.
IIB2.C Evaluate Alternative Funding and Financing Mechanisms	Evaluate Alternative Funding and Financing Mechanisms within 6 Months of the Housing Element Adoption; Develop Strategy within 1 Year of the Housing Element Adoption; Review and Update Strategy Bi-Annually	Ongoing	The City continues to collaborate with private, non-profit, state and federal entities to investigate alternative methods for funding and financing the construction of new housing units.

IIB3.A Monitoring Potential Constraints	Review and revise the zoning and development standards if needed.	Ongoing	The City continually monitors regulations, procedures and fees to identify any potential constraints to the development and maintenance of housing.
IIB3.B Monitoring Reasonable Accommodation Procedures	Review and revise the reasonable accommodation procedures if needed.	Annually	The City continues to maintain a written policy in the Building Department Manual for reviewing and approving requests for reasonable accommodations. The City has not identified any revisions necessary to maintain consistency with fair housing requirements.
IIB3.C Development Guidelines and Procedures	Provide information online and at the public counter	Ongoing	The City maintains existing development guidelines online at the counter, which specify the procedures, materials, time frames, and costs associated with various zoning and subdivision applications.
IIB4.A Fair Housing Policy Procedures	Provide information on fair housing services and policy at public counters and at City website and refer complaints to appropriate organizations.	Ongoing	The City continues to provide information about fair housing to inquiring parties through City Hall.
IIB4.B Section 8 Housing Choice Vouchers	Provide information on Section 8 Housing Choice Vouchers at City Hall and on the City's website and refer inquiries to the County of Riverside.	Ongoing	the City continues to provide referral services on behalf of the County for Section 8 information.
IIB4.C Coordination on Homeless Issues	Address homeless issues.	Ongoing	The City will continue to coordinate with the County of Riverside, adjacent jurisdictions and applicable service providers to address homeless issues in the Coachella Valley.
IIB4.D Support for Persons with Developmental Disabilities	Adequate housing for persons with developmental disabilities.	Ongoing	The City supports the elimination of barriers to housing for persons with developmental disabilities.
IIB5.A Green Building Program	Promote energy conservation and green building.	Ongoing	The City continues to support the development of green building practices in housing and sustainability programs by participating in the CVAG Green for Life Program.

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

**Jurisdiction**      INDIAN WELLS  
**Reporting Period**    01/01/2014    -    12/31/2014

**General Comments:**



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1249-15 Item #: E.

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## June 18, 2015 Special Meeting Minutes RECOMMENDED ACTION:

Council **APPROVES** the June 18, 2015 Special Meeting minutes.

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# Special Council

## Meeting Minutes

Thursday, June 18, 2015

9:00 AM

Indian Wells City Hall and Teleconference Location for Dana Reed:  
Thunder Valley Resort, 1200 Athens Ave, Lincoln CA 95648



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

Mayor Peabody convened the Special Meeting of the City Council of the City of Indian Wells at 9:01 a.m. on June 18, 2015 in the City Hall Executive Conference Room. Mayor Pro Tem Reed participated from a teleconference location, Thuder Valley Resort, 1200 Athens Ave, Lincoln, California.

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

**2. APPROVAL OF THE FINAL AGENDA**

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

**3. PUBLIC COMMENTS**

None.

**4. CLOSED SESSION**

**Conference with Legal Counsel Regarding Anticipated Litigation. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2). Number of Potential Cases: 3.**

Mayor Peabody stated no action was taken which, under the Brown Act, would be required to be publicly reported.

**5. ADJOURNMENT**

Mayor Peabody ADJOURNED to a special meeting of the City Council to be held at 10:30 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,

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Wade G. McKinney, City Manager/City Clerk



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1250-15 Item #: F.

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## July 16, 2015 Special Study Session Minutes **RECOMMENDED ACTION:**

Council **APPROVES** the July 16, 2015 Special Study Session minutes.

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# Special Council

## Meeting Minutes

Thursday, July 16, 2015

9:00 AM

City Council Chambers/Executive Conference Room

Unofficial



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 record, 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 Peabody convened the City Council of the City of Indian Wells at 9:06 a.m. on July 16, 2015 in the City Hall Council Chambers/Executive Conference Room.

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

**2. APPROVAL OF THE FINAL AGENDA**

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

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

NOES: 0

**3. PUBLIC COMMENTS**

None.

**4. GENERAL BUSINESS**

**A. Interview and Appointment of Housing Authority Tenant Members**

Chief Deputy City Clerk Anna Grandys stated Mr. Steven Smith had withdrawn his application. The City Council interviewed the following applicants: Bobbi Fletcher, Bob Mitchell, and Rose Trinity.

Ms. Grandys stated there are two vacancies on the Indian Wells Housing Authority Board whose term would begin on July 16, 2015 and end on June 30, 2017. The applicants for these two positions were: Bobbi Fletcher, Bob Mitchell, and Rose Trinity.

The results of the first ballot vote were as follows:

- Mayor Peabody - Bobbi Fletcher and Bob Mitchell
- Mayor Pro Tem Reed - Bobbi Fletcher and Bob Mitchell
- Council Member Balocco - Bobbi Fletcher and Bob Mitchell
- Council Member Hanson - Bobbi Fletcher and Bob Mitchell
- Council Member Mertens - Bob Mitchell and Rose Trinity

Ms. Grandys announced that Bobbi Fletcher and Bob Mitchell each received a minimum of three votes to be nominated to the Housing Authority Board for a two year term as tenant Commissioners commencing on July 16, 2015 and ending on June 30, 2017 and Ms. Grandys requested a motion and vote.

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

- AYES: 5 - Peabody, Reed, Balocco, Hanson, Mertens
- NOES: 0

**5. CLOSED SESSION**

Mayor Peabody stated the City Council would hold a Closed Session to discuss the following agenda items.

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

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.

**B. Conference with Labor Negotiators Pursuant to Government Code Section 54957. Agency Designated Representative: Wade G. McKinney. Employee Organization: Indian Wells City Employees Association.**

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 #B as part of that agenda and there was no reportable action taken under the Brown Act as required to be publicly reported

**6. ADJOURNMENT**

Mayor Peabody ADJOURNED 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,

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Wade G. McKinney, City Manager/City Clerk



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1251-15 Item #: G.

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## September 17, 2015 Special Meeting Minutes **RECOMMENDED ACTION:**

Council **APPROVES** the September 17, 2015 Special Meeting minutes.

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# Special Council

## Meeting Minutes

Thursday, September 17, 2015

8:30 AM

City Hall Executive Conference Room

Unofficial



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 record, 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 Peabody convened the Special Meeting of the City Council of the City of Indian Wells at 8:30 a.m. on September 17, 2015 in the City Hall Executive Conference Room.

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

**2. APPROVAL OF THE FINAL AGENDA**

Council Member Hanson requested that Closed Session #4F be the second item discussed at this mornings meeting.

A motion was made by Council Member Hanson, seconded by Mayor Pro Tem Reed, to Approve the Agenda as Amended. The motion carried by the following vote:

AYES: 4 - Reed, Balocco, Hanson, Mertens

NOES: 1 - Peabody

**3. PUBLIC COMMENTS**

None.

**4. CLOSED SESSION**

**A. Conference with Legal Counsel Regarding Anticipated Litigation. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2). Number of Potential Cases: 3.**

City Attorney Stephen Deitsch stated this closed session item #4A involves three amended claims filed with the City pertaining to the September 2014 flood on which occurred in a portion of the Fire Access Maintenance District No. 1; no action was taken which, under the Brown Act, would be required to be publicly reported.

**B. Conference with City’s Real Property Negotiator Pursuant to Government Code 54956.8. Property: 0.41 Acre portion of APN 633-150-073, Generally Located North of Highway 111 and West of Miles Avenue. City’s Negotiator: Wade G. McKinney, City Manager/Executive Director. Other Negotiating Parties: Gerald Fogelson, Michael Kiner. Under Negotiation: Price and Terms of Payment.**

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

**C. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): City of Indian Wells v. Verizon California, Inc. (U1002C), Public Utilities Commission, Case No. (C.) 15-03-006.**

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

**D. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): Melanie Haber and Joshua & Ethan Weiss v. City of Indian Wells, et al., California Superior Court, Riverside County, Case No. INC 1303916.**

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

**E. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): Douglas A. Lawellin and Steven D. Rohlin vs. City of Indian Wells, et al., U.S. District Court, Central District of California, Case No. CV 13-00731 MMM (SPx) and City of Indian Wells vs. Douglas A. Lawellin, et al, Riverside County Superior Court, INC Case No. INC 1201700.**

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

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

Council Member Hanson left the Executive Conference Room at 8:40 a.m. as he is a Plaintiff in this litigation. Council Member Hanson returned to the Executive Conference Room at 9:02 a.m. Council Member Hanson left the Executive Conference Room again at 9:35 a.m. and returned to the Executive Conference Room at 9:46 a.m.

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

## 5. ADJOURNMENT

At 9:46 a.m. Mayor Peabody ADJOURNED 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/Executive Conference Room; and thereafter to a special meeting of the City Council to be held at 1:00 p.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.

Respectfully submitted,

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Wade G. McKinney, City Manager/City Clerk

Unofficial



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1252-15 Item #: H.

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## September 17, 2015 Special Study Session Minutes **RECOMMENDED ACTION:**

Council **APPROVES** the September 17, 2015 Special Study Session minutes.

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# Special Council

## Meeting Minutes

Thursday, September 17, 2015

10:00 AM

City Hall Council Chambers

Unofficial



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 record, 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 Peabody convened the Special Meeting of the City Council of the City of Indian Wells at 10:00 a.m. on September 17, 2015 in the City Hall Council Chambers.

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

**2. APPROVAL OF THE FINAL AGENDA**

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

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

NOES: 0

**3. PUBLIC COMMENTS**

None.

**4. GENERAL BUSINESS**

**A. Coachella Valley Link (CV Link)**

Cathedral City Mayor Stan Henry, as Chairperson of the CVAG Executive Committee, thanked the City for having this meeting. Mayor Henry stated providing alternatives and safe routes throughout the cities is the primary responsibility of each City Council.

The following individuals stated their support of CV Link: Chris Hancock, Tim Esser, Victor Yepello, Evan Trubee, Don Summers, John Cover, Jillian Wills, Rachel Wills, Bill Bell, Dwight Halverson ,and Greg Cosgrove.

The following individuals stated their opposition to CV Link: Gail McQuary, Bob Mitchell, and Jacqueline Bradley.

Tom Kirk, Executive Director of CVAG gave a presentation of CV Link and answered questions posed by the City Council.

Dana Hobart, Mayor of the City of Rancho Mirage, spoke on the route choices, Measure A language in CVAG staff report, the operations and maintenance funding and costs to each city, and suggested that each city council should vote on the use of Measure A funds.

A motion was made by Council Member Hanson, seconded by Mayor Peabody that this meeting be continued to after the regularly scheduled City Council meeting at 1:30 p.m. It was the CONSENSUS of the City Council to **CONTINUE** this meeting after the conclusion of the regularly scheduled City Council meeting at 1:30 p.m.

**5. CLOSED SESSION**

Mayor Peabody stated the City Council would hold a Closed Session to discuss the following agenda items.

**A. Conference with Legal Counsel Regarding Anticipated Litigation. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2). Number of Potential Cases: 3.**

City Attorney Stephen Deitsch stated this closed session item involves three amended claims filed with the City pertaining to the September 2014 flood which occurred in a portion of the Fire Access Maintenance District No.1; no action was taken which, under the Brown Act, would be required to be publicly reported.

- B. Conference with City's Real Property Negotiator Pursuant to Government Code 54956.8. Property: 0.41 Acre portion of APN 633-150-073, Generally Located North of Highway 111 and West of Miles Avenue. City's Negotiator: Wade G. McKinney, City Manager/Executive Director. Other Negotiating Parties: Gerald Fogelson, Michael Kiner. Under Negotiation: Price and Terms of Payment.**

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

- C. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): City of Indian Wells v. Verizon California, Inc. (U1002C), Public Utilities Commission, Case No. (C.) 15-03-006.**

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

- D. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): Melanie Haber and Joshua & Ethan Weiss v. City of Indian Wells, et al., California Superior Court, Riverside County, Case No. INC 1303916.**

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

- E. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): Douglas A. Lawellin and Steven D. Rohlin vs. City of Indian Wells, et al., U.S. District Court, Central District of California, Case No. CV 13-00731 MMM (SPx) and City of Indian Wells vs. Douglas A. Lawellin, et al, Riverside County Superior Court, INC Case No. INC 1201700.**

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

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

Council Member Hanson left the Executive Conference Room at 8:40 a.m. as he is a Plaintiff in this litigation. Council Member Hanson returned to the Executive Conference Room at 9:02 a.m. Council Member Hanson left the Executive Conference Room again at 9:35 a.m. and returned to the Executive Conference Room at 9:46 a.m.

City Attorney Stephen Deitsch stated no action was taken which, under the Brown Act, would be required to be publicly reported.

**6. ADJOURNMENT**

At 12:23 p.m. Mayor Peabody stated this meeting will be RECESSED to this afternoon which will be held at the conclusion of the regularly scheduled City Council meeting at 1:30 p.m. in the City Hall Council Chambers.

Respectfully submitted,

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Wade G. McKinney, City Manager/City Clerk



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1253-15 Item #: I.

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## September 17, 2015 Special Meeting Minutes **RECOMMENDED ACTION:**

Council **APPROVES** the September 17, 2015 Special Meeting minutes.

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# Special Council

## Meeting Minutes

Thursday, September 17, 2015

1:00 PM

City Hall Council Chambers

Unofficial



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 record, 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 Peabody convened the Special Council Meeting of the City of Indian Wells at 1:00 p.m. on September 17, 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**

It was the CONSENSUS of the City Council to Approve the Agenda as Submitted. The motion carried unanimously.

**3. PUBLIC COMMENTS**

None.

**4. PROCLAMATIONS AND PRESENTATIONS**

**A. Presentation by General Manager Steve Rosen updating the Council on storm cleanup at the Indian Wells Golf Resort.**

Indian Wells Golf Resort General Manager Steve Rosen showed pictures of the damage to the Golf Resort golf courses during the July 31, 2015 storm. Damage occurred to trees, irrigation system, sand traps, bunkers, golf pathways, and grass areas. Mr. Rosen stated that 95% of the clean-up is complete. He indicating that some trees are being replaced with priority given to safety first, then play, and finally aesthetics. Mr. Rosen stated based on insurance companies request an arborist has been hired to document every tree, its age, its species, and its value for replacement purposes.

**5. ADJOURNMENT**

At 1:14 p.m. Mayor Peabody ADJOURNED 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.

Respectfully submitted,

\_\_\_\_\_  
Wade G. McKinney, City Manger/City Clerk



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1254-15 Item #: J.

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## September 17, 2015 City Council Minutes RECOMMENDED ACTION:

Council **APPROVES** the September 17, 2015 City Council minutes.

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# City Council

Unofficial

## Meeting Minutes

Thursday, September 17, 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 Peabody convened the City Council of the City of Indian Wells at 1:30 p.m. on September 17, 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

Mayor Peabody requested General Business Item #7C be removed from the Agenda as Assembly Bill 150 has been put on "hold" in the Appropriations Committee and it is not necessary for Council address this item at this time.

A motion was made by Council Member Balocco, seconded by Mayor Pro Tem Reed, to Approve the Agenda as Amended. The motion carried by the following vote:

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

NOES: 0

## 3. PROCLAMATIONS AND PRESENTATIONS

### A. October 2015 as Fire Prevention and Mini Muster Month in the City of Indian Wells.

Mayor Peabody presented Mike Lewis from the Palm Desert Historical Society, with a Proclamation for the October 2015 Fire Prevention and Mini Muster Month in the City of Indian Wells.

## 4. PUBLIC COMMENTS

Neeta Quinn, spoke on the HUD and its new regulations regarding housing. Randy Nolen, spoke of the 2012 election mailers. Denny Booth, spoke of the IW Golf Resort pavilion restrooms, a recent Desert Sun article, Highway 111 and Cook Street intersection, and art in public places. Council Member Hanson requested the issue of Pavilion restroom be agendized for a future Golf Resort Advisory Commitee meeting.

Council Member Hanson spoke of the court order for him to make payment of legal fees to the City relating to his litigation against the City. Council Member Hanson provided the City with a check for the full amount.

## 5. CONSENT CALENDAR

Council Member Hanson requested that Consent Calendar Items #5E and #5G be pulled for further information and discussion. Council Member Hanson stated he would abstain from voting on Consent Calendar Items #5P, #5Q, #5R and #5S.

Council Member Balocco stated he would abstain from voting on Consent Calendar #5B as he is the CEO and President of Desert Arc and does not feel he can vote on this matter.

Mayor Pro Tem Reed stated he would recuse himself from voting on Consent Calendar Item #5L, #5M, #5N, #5O, #5P, #5Q, #5R and #5S which are the City and FAMD Warrants and Demands, as one or more recipients of these checks are clients or associated with his law firm and therefore, are a source of income to him.

### A. Expedited Permitting Process for Small Residential Rooftop Solar Systems

It was determined to **ADOPT** Ordinance No. 691 to read as follows:

ORDINANCE NO. 691

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADDING CHAPTER 16.100 OF THE TITLE 16 (BUILDING AND CONSTRUCTION) TO THE INDIAN WELLS MUNICIPAL CODE, TO PROVIDE AN EXPEDITED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

This Ordinance was Adopted.

### C. Relay for Life Event at Southwest Community Church, and Finding the Project Exempt from CEQA

It was determined to **FIND** the Project to be exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15323 (Class 23), Normal Operations of Facilities for Public Gatherings; and

**RECEIVE** and **FILE** Resolution No. PC 2015-07, approving Temporary Use Permit No. 2015-18, allowing the American Cancer Society to hold a 1-day funding raising event on October 3, 2015 from approximately 9:00 a.m. to 9:00 p.m. at the Southwest Community Church, located at 44-175 Washington Street.

This Recommendation was Received and Filed.

**D. Final Tract Map No. 29663-10 (Toscana)**

It was determined to **ADOPT** Resolution No. 2015-34 to read as follows:

RESOLUTION NO. 2015-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 29663-10 AND FINDING SUCH MAP IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED VESTING TENTATIVE MAP 29663; and

**AUTHORIZE** and **DIRECT** the Chief Deputy City Clerk and the City Engineer/Public Works Director to execute the Final Tract Map No. 29663-10; and

**AUTHORIZE** and **DIRECT** the City Manager to execute the Subdivision Improvement Agreement for same.

This Resolution was Adopted.

**F. The Living Desert's Wildlights Holiday Festival Sponsorship**

It was determined to **APPROVE** Sponsorship Agreement with The Living Desert for 2016 Wildlights Holiday Festival and resident's night; and

**AUTHORIZE** and **DIRECT** the City Manager to execute the contract for same; and

**APPROVE** a requisition in the amount of \$60,000 for same.

This Recommendation was Approved.

**H. Emergency Management Performance Grant Application**

It was determined to **ADOPT** Resolution No. 2015-35 to read as follows:

RESOLUTION NO. 2015-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, SUPPORTING THE CITY'S FISCAL YEAR 2015-16 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM APPLICATION AND AUTHORIZING THE CITY MANAGER TO PROCESS ALL GRANT RELATED DOCUMENTS; and

**AUTHORIZE** and **DIRECT** the City Manager to process all grant related documents.

This Resolution was Adopted.

**I. Recognized Obligation Payment Schedule 2015-16 B**

It was determined to **FIND** that this action is exempt under the California Environmental Quality Act per Section 1061 (e)(3) of the guidelines - Review for Exemption; and

**ADOPT** Resolution SA No. 2015-04 to read as follows:

RESOLUTION SA NO. 2015-04

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF INDIAN WELLS, CALIFORNIA, APPROVING AND ADOPTING A DRAFT OF THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(I)

This Resolution was Adopted.

**J. July 16, 2015 City Council Meeting Minutes**

It was determined to **APPROVE** the July 16, 2015 City Council Meeting Minutes.

Approve the Minutes as Submitted.

**K. City Treasurer’s Report for June 2015**

It was determined to **RECEIVE** and **FILE** the City Treasurer's Report for June 2015.

This Recommendation was Approved.

Approval of the Consent Agenda

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

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

NOES: 0

**B. Desert Arc's Italian Festival Fundraising Event at the Vacant Lot East of Miramonte Resort Hotel with Offsite Shuttle Parking on Vacant Lot at Northwest Corner of Miles and Highway 111, and Finding this Action is Exempt Under CEQA**

It was determined to **FIND** the Project to be exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15323 (Class 23), Normal Operations of Facilities for Public Gatherings; and

**RECEIVE** and **FILE** Resolution No. PC 2015-08, approving Temporary Use Permit No. 2015-19, allowing Desert Arc to hold a 2-day fundraising event on November 7-8, 2015 from approximately 11:00 a.m. to 5:00 p.m. at the private property along Highway 111 between Miramonte Resort Hotel and Indian Wells Resort Hotel (APN: 633-240-042) with off-site parking and shuttle service from the vacant property at the northwest corner of Highway 111 and Miles Avenue (APN: 633-310-004), Indian Wells, California (the "Event").

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

AYES: 4 - Peabody, Reed, Hanson, Mertens

NOES: 0

ABSTAIN: 1 - Balocco

**E. Desert Town Hall Speaker Series Sponsorship**

In response to Council Member Hanson's request for further information, Marketing and Community Development Director Nancy Samuelson explained the benefits to be received with the Desert Town Hall Speaker Series Sponsorship. Desert Forum President Andy Clark and Executive Director Becky Kurtz answered questions with regard to the benefits and the possibility of the City paying an additional sponsorship fee of \$3,575 to cover the cost for an additional 13 resident tickets.

It was determined to **APPROVE** Sponsorship Agreement with Desert Forum, Inc. for 2016 Desert Town Hall Speaker Series; and

**AUTHORIZE** and **DIRECT** the City Manager to execute the contract for same; and

**APPROVE** the additional funding of \$3,575 to cover the cost of 13 additional unreserved tickets for residents; and

**APPROVE** a requisition in the amount of \$53,575 for same; and

**APPROVE** a supplemental appropriation of \$3,575 for the 13 additional unreserved tickets.

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

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

NOES: 0

**G. Contracts for Marketing Services**

Council Member Hanson requested that contracts for Marketing Services go out for Proposals (RFP's) and bids to allow as many companies to participate in the process. He further stated these RFPs and bids should be presented to the IW Marketing Committee for review allowing the process to be fully transparent.

It was determined to **APPROVE** contract with One Eighty Marketing Inc. DBA Graphtek Advertising & Design for graphic design services in an amount not to exceed \$40,000 in any fiscal year through Fiscal Year 2019-20; and

**APPROVE** contract with Austie Corporations DBA The Printing Place for newsletter printing and other printing services in an amount not to exceed \$45,000 in any fiscal year through Fiscal Year 2019-20; and

**APPROVE** contract with High Tech Mailing for mailing services in an amount not to exceed \$30,000 in any fiscal year through Fiscal Year 2019-20; and

**APPROVE** contract with Crail Communications for newsletter, public relations, and other writing services in an amount not to exceed \$45,000 in any fiscal year through Fiscal Year 2019-20; and

**AUTHORIZE** and **DIRECT** the City Manager to execute the above contracts.

This Recommendation was Approved.

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

NOES: 0

**L. FAMD Warrants and Demands**

It was determined to **APPROVE** the FAMD Warrants and Demands for August 6, 2015.

A motion was made by Council Member Mertens, seconded by Mayor Pro Tem Reed, 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

**M. FAMD Warrants and Demands**

It was determined to **APPROVE** the FAMD Warrants and Demands for August 20, 2015.

A motion was made by Council Member Mertens, seconded by Mayor Pro Tem Reed, 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

**N. FAMD Warrants and Demands**

It was determined to **APPROVE** the FAMD Warrants and Demands for September 3, 2015.

A motion was made by Council Member Mertens, seconded by Mayor Pro Tem Reed, 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

**O. FAMD Warrants and Demands**

It was determined to **APPROVE** the FAMD Warrants and Demands for September 17, 2015.

A motion was made by Council Member Mertens, seconded by Mayor Pro Tem Reed, 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

**P. City Warrants and Demands**

It was determined to **APPROVE** the City Warrants and Demands for August 6, 2015.

This Warrants and Demands was Approved.

AYES: 3 - Peabody, Balocco, Mertens

NOES: 0

ABSTAIN: 2 - Reed, Hanson

**Q. City Warrants and Demands**

It was determined to **APPROVE** the City Warrants and Demands for August 20, 2015.

This Warrants and Demands was Approved.

AYES: 3 - Peabody, Balocco, Mertens

NOES: 0

ABSTAIN: 2 - Reed, Hanson

**R. City Warrants and Demands**

It was determined to **APPROVE** the City Warrants and Demands for September 3, 2015.

A motion was made by Council Member Mertens, seconded by Mayor Pro Tem Reed, 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

**S. City Warrants and Demands**

It was determined to **APPROVE** the City Warrants and Demands for September 17, 2015.

A motion was made by Council Member Mertens, seconded by Mayor Pro Tem Reed, 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

**6. PUBLIC HEARINGS**

**A. Certificate of Correction for Open Space Easement in The Reserve, Tract No. 28016-1**

Mayor Peabody opened the Public Hearing at 2:02 p.m. to hear testimony in favor of or against the Certificate of Correction, hearing none, Mayor Peabody closed the Public Hearing.

It was determined to **FIND** the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15305, Minor Alterations in Land Use Limitations; and

**FIND** that the Certification of Correction complies with Sections 66472.1 of the Subdivision Map Act and Sections 20.32.050 (a) through (d) inclusive of the Municipal Code; and

**APPROVE** the Certificate of Correction and **AUTHORIZE** the Acting City Surveyor to sign the certificate.

A motion was made by Council Member Mertens, 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

**7. GENERAL BUSINESS**

**A. Property Owner Identification Card Policy**

Mr. Shaun Roemer, resident stated he believes in making the city more inclusive, however he is against subsidizing landlords. Mr. Roemer inquired whether Council Member Hanson has a conflict of interest. City Attorney Stephen Deitsch stated he has provided advice to Council Member Hanson that Mr. Hanson does not have a conflict of interest in his opinion under the Political Reform Act regarding this issue. City Attorney Deitsch further stated in his evaluation it can not be reasonably foreseen that the decision before them today would have a material effect on Council Member Hanson's or anyone else who has a property in Indian Wells that they rent. Council Member Hanson stated he has never requested that this item be placed on the agenda.

A motion for adoption and for discussion purposes was made by Mayor Pro Tem Reed, seconded by Council Member Hanson.

Council Member Balocco stated he is not going to support this as proposed. Mr. Balocco stated we are giving out more discounted golf and being able to bring more guests at that discounted rate for golf at a cost rate to the Golf Resort of \$80. Council Member Balocco further stated he would be in favor of a guest rate rather than a resident discount rate.

Council Member Mertens stated that in order for him to support there should be some differential in benefits; that a renter should pay a guest rate not a discounted resident rate for golf. Mr. Mertens stated as it relates to 20% discount, a property owner receives 8 discounts, a renter should receive 4. Mr. Mertens suggested if we have one card with the same benefits, the name of the card should be changed to a resident identification card rather than a property identification card.

The following changes were suggested to Exhibit "A" as follows:

"Property Owner" Identification Cards ("POIC") shall be changed to "Resident" Identification Cards ("RID") throughout this resolution. In Section 10, at the beginning of the first sentence, add "Subject to the exception in Section 3 above,". In Section 11, Separate rules, add "as follows shall be applicable to" for issuance of RID's .... In Section 13, subsection b. three lines down after consecutive months add "prior to the date of application for RID ("Qualifying Period")" and continue with the sentence, or (2) is contractually obligated to pay rent for rental housing for, remove "12 or more consecutive months" and add "the Qualifying Period". Continuing in Section 13, subsection c. last line after the words, rental agreement, add "covering the Qualifying Period". In Section 13, subsection d. ii, remove the first words "if necessary and remove the words "may be" and replace with words "must". In Section 14, last sentence after the word revocation add "of a Resident Identification Card" and continue with remaining words in that sentence.

It was the **CONSENSUS** of the City Council that City Attorney Stephen Deitsch would have Council authority to "tightening up language" without changing the substance of the Resolution.

It was determined to **ADOPT AS AMENDED** Resolution No. 2015-36

RESOLUTION NO. 2015-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, AMENDING

THE POLICY FOR THE ISSUANCE OF PROPERTY OWNER IDENTIFICATION CARDS FOR  
NON-PROPERTY OWNER FULL TIME RESIDENTS

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

AYES: 3 - Peabody, Reed, Hanson

NOES: 2 - Balocco, Mertens

**B. Municipal Code Modification Relating to Rain Gutters, Scuppers and Down Spouts on Residential Buildings, and Finding this Action is Exempt Under CEQA**

Larry Bonafide, representing the Manitou Homeowners Association, explained the reason for requesting this item be placed on the agenda and thanked the City Council for considering this request.

It was determined to **FIND** the action does not constitute a project subject to the provisions of the California Environmental Quality Act (CEQA); and

**ADOPT** Urgency Ordinance No. 692 to read as follows:

URGENCY ORDINANCE NO. 692

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA,  
AMENDING INDIAN WELLS MUNICIPAL CODE SECTION 21.20.180 CONCERNING RAIN GUTTERS ON  
RESIDENTIAL BUILDINGS AND STRUCTURES

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

AYES: 4 - Peabody, Reed, Balocco, Hanson

NOES: 0

ABSTAIN: 1 - Mertens

**C. Resolution of Support for Assembly Bill 150**

This item was pulled from the agenda and from consideration.

**D. Business License Municipal Code Modifications**

It was determined to **INTRODUCE** Ordinance to read as follows:

ORDINANCE BILL NO. 2015-\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, AMENDING INDIAN WELLS MUNICIPAL CODE SECTION 5.01.040 (TITLE 5 BUSINESS LICENSES) CONCERNING PENALTY FEES FOR BUSINESS LICENSES

A motion was made by Council Member Mertens, seconded by Council Member Balocco, that this Ordinance be Introduced For First Reading. The motion carried by the following vote:

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

NOES: 0

**E. Business License and Financial Transparency Software**

It was determined to **APPROVE** requisition for Tyler Technologies in the amount of \$66,570 to integrate an Eden business license module and add a financial transparency portal to City's website.

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

**F. Memorandum of Understanding with Indian Wells City Employees Association and Resolution for Non-Represented City Employees**

It was determined to **APPROVE** two-year Memorandum of Understanding ("MOU") with Indian Wells City Employees Association for Fiscal Year 2015/16 and 2016/17; and

**ADOPT** Resolution No. 2015-37 to read as follows:

RESOLUTION NO. 2015-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ESTABLISHING THE COMPENSATION AND BENEFIT PLAN FOR EXECUTIVE MANAGEMENT, MANAGEMENT, PROFESSIONAL, CONFIDENTIAL AND NON-REPRESENTED POSITIONS, EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2017

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

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

NOES: 0

**G. Riverside County Fair & National Date Festival Sponsorship**

Nick Nigosian, Board Member and Stacey Chester with the County of Riverside Economic Development Agency suggested the sponsorship money be put towards the Queen scholarship program and the City would be title sponsor. Ms. Chester stated the Date Festival would occur on February 12-21, 2016 with the pagent on November 21, 2015.

Council Member Mertens suggested that next year this item would be listed as a line item under the Consent Calendar as the City contributes to this event each year. Council Member Mertens further suggested that Ms. Samuelson ensure this same benefit of the City of Indian Wells being title sponsor for the Queen scholarship program, be the same for next year.

It was determined to **APPROVE** Sponsorship Agreement with Riverside County Fair & National Date Festival toward the Queen scholarshop program; and

**AUTHORIZE** and **DIRECT** the City Manager to execute the contract for same; and

**APPROVE** a supplemental appropriation and requisition in the amount of \$5,000 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: 5 - Peabody, Reed, Balocco, Hanson, Mertens

NOES: 0

**H. Fall 2015 Council Meeting Schedule**

Mayor Pro Tem Reed requested staff to consider whether or not it was necessary to have two council meetings in December and to keep the option to cancel one of the two December meetings. City Manager McKinney stated staff would review the agenda schedule and potentially cancel the first meeting in December.

It was determined to **APPROVE AS AMENDED** the proposed Fall 2015 Council meeting schedule with the potential cancellation of the December 3, 2015 Council meeting.

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

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

NOES: 0

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

Public Works Director Ken Suemalo gave an update on the water conservation projects occurring throughout the City.

## 9. COUNCIL MEMBERS' REPORTS AND COMMENTS

### A. Council Member Mertens

No report.

### B. Council Member Hanson

Council Member Hanson reported on a LAFCO meeting held in Sacramento and stated annexations in the past have not included water availability and usage but in the future this will be considered. Council Member Hanson reported on the CVAG Transportation Committee and stated he has recently been elected as Chair of this committee.

### C. Council Member Balocco

Council Member Balocco reported he attended the CVAG Energy Commission and remarked that there is an issue when selling homes that have a solar liability, it is being discovered that buyers are not willing to take expense. Council Member Balocco stated he sat next to a member from the Coachella Valley Water District wherein it was stated that during this drought, restrictions and fines imposed by the Water District has brought in \$3.2 million in penalties from CVWD users not complying with the water restrictions.

### D. Mayor Pro Tem Reed

Mayor Pro Tem Reed reported that he has met a few times with RCTC since the City Council last met but there is nothing of significance to report that deals with this area.

### E. Mayor Peabody

Mayor Peabody stated he attended the Coachella Valley Animal Campus wherein it was reported that there were three tragedies; one person died and two other individuals were bitten by dogs. Mayor Peabody further stated he attended SunLine Transit where they are in the process of strategic planning for next year. Mayor Peabody reported the Community Activities will be coming out soon with a list of activities for the new season. Mayor Peabody also reported he just received his box of grant applications and the Grants-in-Aid committee will begin their process of reviewing and making determinations with their first meeting in October.

## 10. CITY ATTORNEY REPORTS AND COMMENTS

City Attorney Stephen P. Deitsch reported the City Council met in Closed Session this morning at a special meeting to discuss the Closed Session items as listed on that agenda. Mr. Deitsch stated one of the items listed as #4A involves three amended claims filed with the City pertaining to the September 2014 flood which occurred in a portion of the Fire Access Maintenance District No. 1; no action was taken which, under the Brown Act, would be required to be publicly reported. Mr. Deitsch further stated that there would be no need for the City Council to meet in Closed Session this afternoon as part of this meeting.

## 11. CLOSED SESSION

**A. Conference with Legal Counsel Regarding Anticipated Litigation. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2). Number of Potential Cases: 3.**

City Attorney Stephen P. Deitsch stated this item involves three amended claims filed with the City pertaining to the September 2014 flood which occurred in a portion of the Fire Access Maintenance District No. 1. Mr. Deitsch further stated no action was taken which, under the Brown Act, would be required to be publicly reported.

**B. Conference with City's Real Property Negotiator Pursuant to Government Code 54956.8. Property: 0.41 Acre portion of APN 633-150-073, Generally Located North of Highway 111 and West of Miles Avenue. City's Negotiator: Wade G. McKinney, City Manager/Executive Director. Other Negotiating Parties: Gerald Fogelson, Michael Kiner. Under Negotiation: Price and Terms of Payment.**

City Attorney Stephen P. Deitsch stated no action was taken which, under the Brown Act, would be required to publicly be reported.

**C. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): City of Indian Wells v. Verizon California, Inc. (U1002C), Public Utilities Commission, Case No. (C.) 15-03-006.**

City Attorney Stephen P. Deitsch stated no action was taken which, under the Brown Act, would be required to publicly be reported.

**D. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): Melanie Haber and Joshua & Ethan Weiss v. City of Indian Wells, et al., California Superior Court, Riverside County, Case No. INC 1303916.**

City Attorney Stephen P. Deitsch stated no action was taken which, under the Brown Act, would be required to publicly be reported.

**E. Conference with Legal Counsel Regarding Existing Litigation, Pursuant to Government Code Section 54956.9(d)(1): Douglas A. Lawellin and Steven D. Rohlin vs. City of Indian Wells, et al., U.S. District Court, Central District of California, Case No. CV 13-00731 MMM (SPx) and City of Indian Wells vs. Douglas A. Lawellin, et al, Riverside County Superior Court, INC Case No. INC 1201700.**

City Attorney Stephen P. Deitsch stated no action was taken which, under the Brown Act, would be required to publicly be reported.

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

Council Member Hanson left the Executive Conference Room at 8:40 a.m. as he is a Plaintiff in this litigation. Council Member Hanson returned to the Executive Conference Room at 9:02 a.m. Council Member Hanson left the Executive Conference Room again at 9:35 a.m. and returned to the Executive Conference Room at 9:46 a.m.

City Attorney Stephen P. Deitsch stated no action was taken which, under the Brown Act, would be required to publicly be reported.

## **12. ADJOURNMENT**

At 2:58 p.m. Mayor Peabody stated the City Council would take a 15 minute break after which the Council would reconvene this mornings Special Council meeting to continue the item, General Business Item #4A, Coachella Valley Link (CV Link). Mayor Peabody further stated the City Council would then ADJOURN to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on October 15, 2015 in the City Hall Council Chambers.

Respectfully submitted,

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Wade G. McKinney, City Manager/City Clerk



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1255-15 Item #: K.

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## September 17, 2015 Continued Special Study Session Minutes RECOMMENDED ACTION:

Council **APPROVES** the September 17, 2015 Continued Special Study Session minutes.

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# Special Council

## Meeting Minutes

Thursday, September 17, 2015

3:00 PM

City Hall Council Chamber

Unofficial



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 record, 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 Peabody reconvened the 10:00 a.m. special meeting of the City Council of the City of Indian Wells at 3:00 p.m. on September 17, 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

It was the CONSENSUS of the City Council to Approve the Agenda as Submitted. The motion carried unanimously.

## 3. PUBLIC COMMENTS

None.

## 4. GENERAL BUSINESS

### A. Coachella Valley Link (CV Link)

Mayor Pro Tem Reed questioned Executive Director Tom Kirk on Measure A funds and whether the City can spend the portion of Measure A funds that are sent back to the City. Mr. Kirk stated yes, the Measure A funds sent back to the City are only used by the City.

A motion was made by Council Member Mertens, seconded by Mayor Pro Tem Reed, that at this time, the City Council's position is not in favor of supporting the use of Indian Wells' Measure A funds for Operations and Maintenance (O&M) or construction of CV Link. The motion carried by the following vote:

AYES: 5 - Peabody, Reed, Balocco, Hanson, Mertens  
NOES: 0

A motion was made by Mayor Peabody, seconded by Council Member Mertens, that the City of Indian Wells is opposed to the current proposed routes (Highway 111 and Whitewater Channel), and the City Council encourages CVAG to seek alternate routes through Indian Wells. The motion carried by the following vote:

AYES: 5 - Peabody, Reed, Balocco, Hanson, Mertens  
NOES: 0

A motion was made by Mayor Peabody, seconded by Council Member Hanson, that the Indian Wells' representative on CVAG Executive Committee cannot commit any City General Fund money without prior full City Council approval.

AYES: 5 - Peabody, Reed, Balocco, Hanson, Mertens  
NOES: 0

## 5. ADJOURNMENT

At 3:46 p.m. Mayor Peabody ADJOURNED to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on October 15, 2015 in the City Hall Council Chambers.

Respectfully submitted,

---

Wade G. McKinney, City Manager/City Clerk

Unofficial



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1257-15 Item #: L.

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## **FAMD Warrants and Demands RECOMMENDED ACTION:**

Council **APPROVES** the October 1, 2015 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)  
10/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48089	10/1/2015	11105	AMS 9/15 FAMD MANITOU SECURITY GATE REPAIR	1,998.66	<b>1,998.66</b>
48090	10/1/2015	756469	BEST, BEST & KRIEGER, L.L.P. 8/15 FAMD LEGAL SERVICES	504.00	<b>504.00</b>
48091	10/1/2015	16795	DESERT PROPERTIES LIGHT MAINT. 9/10/15 FAMD LIGHTING REPAIR SERVICE	112.85	<b>112.85</b>
48092	10/1/2015	100425	POWERFUL PEST 9/15 FAMD PEST CONTROL SERVICES	61.80	<b>61.80</b>
48093	10/1/2015	15240902 15240901	SHARK POOLS, INC. 9/15 FAMD MANITOU DRIVE FOUNTAIN MAINTENANCE 9/15 FAMD CLUB DRIVE FOUNTAIN MAINTENANCE	225.00 185.00	<b>410.00</b>
48094	10/1/2015	2-04-020-2624 2-01-570-2145	SOUTHERN CALIFORNIA EDISON CO. 9/15 FAMD UTILITIES 9/15 FAMD UTILITIES	628.57 302.78	<b>931.35</b>
48095	10/1/2015	14583030090115	SPARKLETTS DRINKING WATER 8/15 FAMD GATEHOUSE DRINKING WATER	126.89	<b>126.89</b>
48096	10/1/2015	1607075	UNIVERSAL PROTECTION SERVICE 8/15 FAMD SECURITY SERVICES FUEL REIMBURSEMENT	752.96	<b>752.96</b>
8 checks in this report					
				<b>TOTAL FAMD WARRANTS: 48089-48096</b>	<b>4,898.51</b>

Note: Warrants 48089-48096 were issued prior to City Council Meeting due to summer schedule.



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1258-15 Item #: M.

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## **FAMD Warrants and Demands RECOMMENDED ACTION:**

Council **APPROVES** the October 15, 2015 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)  
10/15/2015 MEETING WARRANT LIST**

<b>CHECK #</b>	<b>DATE</b>	<b>INVOICE #</b>	<b>VENDOR NAME/DESCRIPTION</b>	<b>INVOICE AMT</b>	<b>CHECK TOTAL</b>
48184	10/15/2015	1626638	UNIVERSAL PROTECTION SERVICE 8/28-9/24/15 FAMD SECURITY SERVICES	54,900.15	<b>54,900.15</b>
48182	10/15/2015	39293	M & M SWEEPING, INC. 9/15 FAMD STREET SWEEPING SERVICE	5,380.00	
		39242	9/15 FAMD DRAIN CLEANING SERVICE-WEST OF MANITOU	2,050.00	
		39243	9/15 FAMD DRAIN CLEANING SERVICE-EAST OF MANITOU	800.00	
		39241	9/16 FAMD EXTRA STREET SWEEPING SERVICES	800.00	<b>9,030.00</b>
48181	10/15/2015	DRM020839	DESERT RESORT MANAGEMENT INC. 10/15 FAMD MANAGEMENT SERVICES	5,942.00	<b>5,942.00</b>
48183	10/15/2015	66912	UNITED BROTHERS CONCRETE, INC. 9/15 FAMD CONCRETE REPAIR SERVICES	5,500.00	<b>5,500.00</b>
48179	10/15/2015	313223-844958	COACHELLA VALLEY WATER DIST. 9/15 FAMD UTILITIES	839.63	
		152597-419098	9/15 FAMD UTILITIES	89.56	<b>929.19</b>
48178	10/15/2015	29076	APPLICATIONS BY DESIGN, INC. 10/15 FAMD ACCESS CONTROL SYSTEM HOSTING	625.00	<b>625.00</b>
48185	10/15/2015	345-1307	VERIZON CALIFORNIA 9/15 FAMD MANITOU PHONE SERVICE	541.01	<b>541.01</b>
48180	10/15/2015	9360	CONSERVE LANDCARE 2/15 FAMD EXTRA LANDSCAPE MAINTENANCE	155.00	<b>155.00</b>

8 checks in this report

**TOTAL FAMD WARRANTS: 48178-48185      77,622.35**

**124**



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1259-15 Item #: N.

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## City Warrants and Demands RECOMMENDED ACTION:

Council **APPROVES** the October 1, 2015 City Warrants and Demands.

**CITY OF INDIAN WELLS  
10/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48017	9/17/2015	2441	LIVING DESERT, THE 8/15 CULTURAL & PROMOTIONAL GRANT-2016 WILDLIGHTS	60,000.00	<b>60,000.00</b>
48014	9/17/2015	399A	DESERT FORUM, INC. 8/15 ECONOMIC DEVELOPMENT SPONSORSHIP-DESERT TOWN HALL	50,000.00	<b>50,000.00</b>
48083	10/1/2015	SI-162727 SI-162911	VINTAGE ASSOCIATES 9/15 CITYWIDE LANDSCAPE MAINTENANCE SERVICES 8/15 EXTRA LANDSCAPE SERVICES	47,909.17 50.00	<b>47,959.17</b>
48019	9/17/2015	3931 3931	PALM DESERT, CITY OF 6/15 FY 2014/15 SIGNAL LIGHTS/MEDIAN OPERATION SERVICES 6/15 CREDIT FY 2014/15 SIGNAL LIGHTS/MEDIAN OPERATION SERVICES	28,534.11 -4,974.75	<b>23,559.36</b>
48023	10/1/2015	DTD 9/9/15	ADAM HALL'S PLANT NURSERY 9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	15,784.47	<b>15,784.47</b>
48056	10/1/2015	8316 8317 8112	MARTIN SWEEPING 8/15 STORM DRAIN FACILITIES MAINTENANCE-DESERT HORIZONS 8/15 CONCRETE REPAIR SERVICES 8/15 CITYWIDE STORM DRAIN FACILITIES	6,800.00 2,850.00 1,183.75	<b>10,833.75</b>
48013	9/17/2015	3003 3001 3002	CRAIL COMMUNICATIONS 8/15-10/15 NEWSLETTER COPYWRITING SERVICES 9/15 CITY NEWSLETTER 10/15 CITY NEWSLETTER	5,000.00 2,435.00 2,435.00	<b>9,870.00</b>
48035	10/1/2015	20154271	DUDEK 8/15 GIS CONSULTING SERVICES	4,261.28	<b>4,261.28</b>
48086	10/1/2015	010-28039 010-28661	WILLDAN FINANCIAL SERVICES 7/15-9/15 CITYWIDE LEVY SERVICES 8/15 ANNUAL CONTINUING DISCLOSURE SERVICES	3,481.41 750.00	<b>4,231.41</b>
48065	10/1/2015	3063	PIXELPUSHERS, INC. DBA CIVICA 7/15-6/16 WEBSITE HOSTING FEE	4,116.00	<b>4,116.00</b>
48047	10/1/2015	0815RD	INDIAN WELLS GOLF RESORT 8/15 GOLF RESORT RESIDENT DISCOUNTS	3,991.19	<b>3,991.19</b>
48015	9/17/2015	9932-1 9985-1 9884-1 9986-1 9947-1 10016-3	GRAPHTEK INTERACTIVE 9/15 NEWSLETTER DESIGN SERVICES 8/15 DESIGN 2016 POLO ADVERTISEMENT 8/15 DESIGN 2016 PROPERTY OWNER ID CARDS 8/15 COMMITTEE POSTER UPDATE & PRINTING SERVICES 8/15 INDIAN WELLS TENNIS SPONSOR EBLAST 8/15 DESIGN REALTOR FLYER	2,500.00 350.00 350.00 268.97 250.00 25.00	<b>3,743.97</b>

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**CITY OF INDIAN WELLS  
10/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48029	10/1/2015	79334	CLEANSTREET 8/15 CITYWIDE STREET SWEEPING SERVICES	3,702.43	<b>3,702.43</b>
48064	10/1/2015	90682	PERFECT IMAGES JANITORIAL 8/15 JANITORIAL MAINTENANCE	3,495.00	<b>3,495.00</b>
48075	10/1/2015		SOUTHERN CALIFORNIA EDISON CO.		
		2-01-570-2186	9/15 UTILITIES	1,961.54	
		2-26-379-6526	8/15 UTILITIES	204.99	
		2-30-405-2939	9/15 UTILITIES	129.35	
		2-02-275-6597	9/15 UTILITIES	96.74	
		2-28-811-8029	9/15 UTILITIES	93.65	
		2-33-975-8682	9/15 UTILITIES	79.94	
		2-04-013-0916	9/15 UTILITIES	79.87	
		2-28-811-8524	9/15 CITYWIDE UTILITIES	79.30	
		2-28-811-9811	9/15 UTILITIES	76.17	
		2-28-811-8425	9/15 UTILITIES	64.48	
		2-19-255-7163	9/15 UTILITIES	61.96	
		2-28-811-8466	9/15 UTILITIES	58.65	
		2-28-811-8367	9/15 UTILITIES	53.48	
		2-30-405-3051	9/15 UTILITIES	50.55	
		2-31-473-5101	9/15 UTILITIES	44.83	
		2-35-253-2683	9/15 UTILITIES	33.43	
		2-32-400-4498	9/15 UTILITIES	25.08	<b>3,194.01</b>
48037	10/1/2015	52140	E-Z TRENCH 8/15 SUBSURFACE DRIP INSTALLER	2,995.00	<b>2,995.00</b>
48045	10/1/2015	31233	HIGH TECH MAILING SERVICES 9/15 NEWSLETTER MAILING SERVICES	2,905.41	<b>2,905.41</b>
48016	9/17/2015	31052	HIGH TECH MAILING SERVICES 7/15 MAILING SERVICES	2,163.56	<b>2,163.56</b>
48050	10/1/2015		JOHN DEERE LANDSCAPES		
		73188583	9/15 LANDSCAPE IRRIGATION SUPPLIES	1,162.68	
		72648094	9/15 LANDSCAPE IRRIGATION SUPPLIES	325.89	
		72757980	7/15 LANDSCAPE IRRIGATION SUPPLIES	273.62	
		72843673	8/15 LANDSCAPE IRRIGATION SUPPLIES	162.82	
		73261814	9/15 LANDSCAPE IRRIGATION SUPPLIES	128.26	
		73224666	9/15 LANDSCAPE IRRIGATION SUPPLIES	60.15	
		73159820	9/15 LANDSCAPE IRRIGATION SUPPLIES	3.32	

**2,167.4**  
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**CITY OF INDIAN WELLS  
10/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48049	10/1/2015	72339	JAM SERVICES INC. 8/15 REPLACEMENT STREET SIGN	2,106.00	<b>2,106.00</b>
48032	10/1/2015	DTD 9/8/15	DATA TICKET INC. 10/14 CITATION FEE DISMISSAL REIMBURSEMENT	2,000.00	<b>2,000.00</b>
48041	10/1/2015	9846-2	GRAPHTEK INTERACTIVE 9/15 CITY MAP PROJECT DESIGN SERVICES	1,975.00	<b>1,975.00</b>
48085	10/1/2015	42111527	WEX BANK 8/15 CITY FLEET VEHICLES FUEL SUPPLY	1,870.12	<b>1,870.12</b>
48018	9/17/2015	151540	PRINTING PLACE 7/15-8/15 NEWSLETTER PRINTING SERVICES	1,695.00	<b>1,695.00</b>
48066	10/1/2015	3313	PROPER SOLUTIONS 8/24-8/28/15 CITY STAFF TEMP SERVICES	799.20	
		3345	8/31-9/4/15 CITY STAFF TEMP SERVICES	799.20	<b>1,598.40</b>
48055	10/1/2015	N5510754	MAILFINANCE, INC. DBA HASLER 10/8/15-1/7/16 MAIL MACHINE RENTAL	1,502.71	<b>1,502.71</b>
48067	10/1/2015	22102185	PRUDENTIAL OVERALL SUPPLY 8/19/15 FACILITY SERVICES	144.31	
		22087080	7/22/15 FACILITY SERVICES	144.31	
		22080474	7/8/15 FACILITY SERVICES	144.30	
		22109728	9/2/15 FACILITY SERVICES	144.30	
		22095036	8/5/15 FACILITY SERVICES	144.30	
		22113012	9/9/15 FACILITY SERVICES	115.55	
		22105747	8/26/15 FACILITY SERVICES	115.55	
		22098239	8/12/15 FACILITY SERVICES	115.55	
		22091068	7/29/15 FACILITY SERVICES	115.55	
		22084014	7/15/15 FACILITY SERVICES	115.55	
		22076929	7/1/15 FACILITY SERVICES	115.55	<b>1,414.82</b>
48034	10/1/2015	2690	DON MARUSKA & COMPANY, INC. 7/15 EMPLOYEE EMPOWERMENT TRAINING	1,106.69	<b>1,106.69</b>
48022	9/21/2015	PETTY CASH	INDIAN WELLS, CITY OF 8/28/15 EMPLOYEE LUNCHEON SUPPLIES	110.09	
		PETTY CASH	8/12/15 FINANCE DEPT LUNCH MEETING	92.72	
		PETTY CASH	8/21/15 OFFICE SUPPLIES	83.11	
		PETTY CASH	8/12/15 SHERIFF'S CONTRACT MEETING TRAVEL EXPENSE REIMB	69.54	
		PETTY CASH	9/9/15 CITY MANAGER LUNCH MEETING	64.90	
		PETTY CASH	7/15 OFFICE SUPPLIES	61.51	

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**CITY OF INDIAN WELLS  
10/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
			PETTY CASH 7/2/15 EMPLOYEE LUNCHEON SUPPLIES	50.00	
			PETTY CASH 8/14/15 VEHICLE MAINTENANCE SUPPLIES	46.35	
			PETTY CASH 7/1/15 FISCAL NEW YEAR SUPPLIES	41.79	
			PETTY CASH 8/5/15 CITY MANAGER LUNCH MEETING	38.83	
			PETTY CASH 9/2/15 OFFICE SUPPLIES	38.02	
			PETTY CASH 9/8/15 CITY MANAGER LUNCH MEETING	35.38	
			PETTY CASH 8/31/15 UNIFORM EMBROIDERY SERVICES	35.10	
			PETTY CASH 8/18/15 COMMUNICATION TRAINING LUNCH MEETING	34.16	
			PETTY CASH 7/20/15 PROPANE SUPPLY	32.66	
			PETTY CASH 9/11/15 UNIFORM EMBROIDERY SERVICES	32.40	
			PETTY CASH 8/6/15 CALFIRE MEETING MILEAGE REIMB	30.07	
			PETTY CASH 6/15 OFFICE SUPPLIES	26.05	
			PETTY CASH 7/30/15 MEETING SUPPLIES	21.25	
			PETTY CASH 8/17/15 ROTARY LUNCH MEETING	20.00	
			PETTY CASH 8/31/15 ROTARY LUNCH MEETING	20.00	
			PETTY CASH 8/27/15 CVAG TRIBAL PLANNING & DEVELOPMENT LUNCH	20.00	
			PETTY CASH 7/27/15 MAINTENANCE SUPPLIES	19.40	
			PETTY CASH 8/24/15 COMMUNITY DEVELOPMENT DEPT BREAKFAST MEETING	17.77	
			PETTY CASH 8/31/15 COMMUNITY DEVELOPMENT DEPT BREAKFAST MEETING	12.08	
			PETTY CASH 7/2/15 EMPLOYEE LUNCHEON SUPPLIES	7.08	
			PETTY CASH 9/11/14 OFFICE SUPPLIES	2.25	
			PETTY CASH 7/1/15-9/11/15 PETTY CASH VARIANCE	0.04	<b>1,062.55</b>
48036	10/1/2015	1502601-1 0070	ELDORADO COUNTRY CLUB 1/15 FIREWORKS DISPLAY DEPOSIT REFUND	1,000.00	<b>1,000.00</b>
48042	10/1/2015	17570540	GREAT AMERICA FINANCIAL SVCS 9/15 EQUIPMENT RENTAL	999.01	<b>999.01</b>
48048	10/1/2015	159227	INNOVATIVE DOCUMENT SOLUTIONS 8/15 COPIERS MAINTENANCE-IRA6265 & IRC7270	629.90	
		159226	8/15 CANON COPIER MAINTENANCE-IR7105 & IR4045	305.36	<b>935.26</b>
48043	10/1/2015	0091202-IN	GREATER PALM SPRINGS 11/15 SALES MISSION CALL CENTER TRAINING	900.00	<b>900.00</b>
48033	10/1/2015	DS0340807	DESERT SUN PUBLISHING CO 10/1/15-9/30/16 (3) NEWSPAPER SUBSCRIPTIONS	855.45	<b>855.45</b>
48071	10/1/2015	IN0237470	RIVERSIDE COUNTY 9/15 HAZARDOUS MATERIALS MANAGEMENT PERMIT	784.00	<b>784.00</b>
48040	10/1/2015	361149	FULTON DISTRIBUTING 9/15 JANITORIAL SUPPLIES	408.14	<b>129</b>
		360395	9/15 KITCHEN/MEETING SUPPLIES	382.71	

**CITY OF INDIAN WELLS  
10/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		360418	9/15 CREDIT KITCHEN/MEETING SUPPLIES	-62.55	<b>728.30</b>
48078	10/1/2015		TELEPACIFIC COMMUNICATIONS		
		70769014-0	9/15 CITY HALL PHONE SERVICE	505.16	
		70787143-0	9/15 E.O.C. EMERGENCY PHONE SERVICE	158.61	<b>663.77</b>
48030	10/1/2015		COACHELLA VALLEY WATER DIST.		
		317055-849582	8/15 UTILITIES	499.55	
		331197-849962	8/15 UTILITIES	60.40	<b>559.95</b>
48074	10/1/2015		SHARK POOLS, INC.		
		15200803	8/15 WALK OF HONOR FOUNTAIN MAINTENANCE	250.00	
		15200801	8/15 CITY HALL ENTRY FOUNTAIN MAINTENANCE	140.00	
		15200802	8/15 CITY FLAGPOLE FOUNTAIN MAINTENANCE	140.00	<b>530.00</b>
48027	10/1/2015		BURRTEC WASTE & RECYCLING		
		44-WO 494032	7/15-8/15 WIND STORM CLEAN UP TRASH SERVICES	431.17	
		44-BS 405166	9/15 ONSITE STORAGE BOX RENTAL	80.00	<b>511.17</b>
48060	10/1/2015		OMEGA INDUSTRIAL SUPPLY, INC		
		SI46583	9/15 MAINTENANCE SUPPLIES	441.39	<b>441.39</b>
48044	10/1/2015		HAPNER, SONIA		
		RIVERSIDE	9/15 CLERKS TRAINING TRAVEL REIMB	417.73	<b>417.73</b>
48081	10/1/2015		TOPS N BARRICADES		
		1048800	8/15 MAINTENANCE SUPPLIES	280.80	
		1048947	9/15 MAINTENANCE SUPPLIES	133.33	<b>414.13</b>
48069	10/1/2015		RASA		
		4880	8/15 MAP/PLAN CHECKING SERVICES	380.00	<b>380.00</b>
48079	10/1/2015		THARP, STEVEN G.		
		332	8/15 IWTV DEVELOPMENT SERVICES	375.00	<b>375.00</b>
48062	9/28/2015		PEABODY, TY		
		SAN JOSE	9/30-10/2/15 2015 LCC ANNUAL CONF TRAVEL ADVANCE	375.00	<b>375.00</b>
48088	10/1/2015		YOURMEMBERSHIP.COM, INC		
		R18525359	9/15 JOB ADVERTISEMENT	375.00	<b>375.00</b>
48077	10/1/2015		STAPLES		
		3277298606	9/15 OFFICE SUPPLIES	227.97	
		3276453293	8/15 OFFICE SUPPLIES	196.91	
		3277298604	9/15 OFFICE SUPPLIES	9.72	
		3277298605	9/15 OFFICE SUPPLIES	9.72	
		3276453292	8/15 CREDIT OFFICE SUPPLY	-70.93	

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**CITY OF INDIAN WELLS  
10/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48020	9/18/2015	00370351-360	EMPLOYMENT DEVELOPMENT DEPT 9/11/15 PAYROLL GARNISHMENT	326.79	<b>326.79</b>
48028	10/1/2015	902357364 988529755 988520252	CANON SOLUTIONS AMERICA, INC. 8/15 WIDE FORMAT PRINTER/SCANNER INK 9/15 WIDE FORMAT COPIER/SCANNER MAINTENANCE 8/15 COLOR PRINTER USAGE & MAINTENANCE	254.08 54.63 12.94	<b>321.65</b>
48054	10/1/2015	DTD 9/11/15	LUMPKIN, RUSSELL L. 9/15 BUILDING INSPECTION SERVICES	312.00	<b>312.00</b>
48053	10/1/2015	2026532 2026411	LIGATURE, THE 9/15 BUSINESS CARDS SUPPLY 9/15 BUSINESS CARD SUPPLY	196.54 90.45	<b>286.99</b>
48039	10/1/2015	571512	FIRST CHOICE SERVICES 9/15 CITY HALL COFFEE SUPPLY	277.13	<b>277.13</b>
48038	10/1/2015	92009 90417 91152 92011 92010	FERNANDO'S BUST-A-BUG 9/15 PEST CONTROL SERVICES-CIVIC CENTER 7/15 PEST CONTROL SERVICES-FIRE STATION 8/15 PEST CONTROL SERVICES-FIRE STATION 9/15 PEST CONTROL SERVICES-FIRE STATION 9/15 PEST CONTROL SERVICES-WALK OF HONOR	96.00 50.00 50.00 50.00 20.00	<b>266.00</b>
48070	10/1/2015	ANAHEIM	REED, DANA 8/15 MOBILITY 21 SUMMIT TRAVEL EXP REIMB	235.47	<b>235.47</b>
48073	10/1/2015	9990116000-1507	RIVERSIDE COUNTY INFORMATION 7/15 SHERIFF MOTORCYCLE RADIO OPERATIONS SERVICES	214.34	<b>214.34</b>
48031	10/1/2015	495465-867338 495461-867336	COACHELLA VALLEY WATER DIST. 8/15 UTILITIES 8/15 UTILITIES	191.39 15.06	<b>206.45</b>
48080	10/1/2015	8448410760152292	TIME WARNER CABLE 9/15 CITY HALL INTERNET SERVICES	175.59	<b>175.59</b>
48026	10/1/2015	30884	BIO-TOX LABORATORIES 7/15 POLICE DRUG TESTING SERVICES	159.00	<b>159.00</b>
48059	10/1/2015	33570417	NORTHERN-BLUETARP FINANCIAL 8/15 UNIFORM SUPPLY	158.58	<b>158.58</b>
48061	10/1/2015	194732 194978 194991	PALM DESERT ACE HARDWARE 8/15 MAINTENANCE SUPPLIES 9/15 MAINTENANCE SUPPLIES 9/15 2016 HOLIDAY LIGHTING SUPPLIES	49.69 38.84 24.80	<b>131</b>

**CITY OF INDIAN WELLS  
10/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		194920	9/15 MAINTENANCE SUPPLIES	18.34	
		195045	9/15 MAINTENANCE SUPPLIES	14.03	
		195130	9/15 MAINTENANCE SUPPLIES	8.62	
		194788	8/15 MAINTENANCE SUPPLIES	3.87	<b>158.19</b>
48087	10/1/2015		YELLOW MART STORES		
		11705	9/15 UNIFORM SUPPLIES	140.39	<b>140.39</b>
48068	10/1/2015		PUBLIC RECORD		
		17650	9/8/15 LEGAL NOTICES-CITY CLERK DEPT	114.00	<b>114.00</b>
48051	10/1/2015		JUDICIAL DATA SYSTEMS CORP.		
		5494	7/15 PARKING CITATIONS SERVICES	100.00	<b>100.00</b>
48024	10/1/2015		AROUND-THE-CLOCK		
		150900106101	8/15 AFTER HOURS PHONE ANSWERING SERVICE	93.70	<b>93.70</b>
48063	10/1/2015		PENNINGTON, DIANE E.		
		REIMB	8/3/15 SHORT-TERM BUSINESS LICENSE REFUND	86.00	<b>86.00</b>
48084	10/1/2015		WEIGAND, NESTOR R. JR.		
		REIMB	8/25/15 SHORT-TERM BUSINESS LICENSE REFUND	86.00	<b>86.00</b>
48082	10/1/2015		VALLANCE, CAROLE ANN		
		REIMB	7/24/15 SHORT-TERM BUSINESS LICENSE REFUND	86.00	<b>86.00</b>
48076	10/1/2015		SOUTHERN CALIFORNIA GAS CO.		
		16102760622	8/15 UTILITIES	51.12	<b>51.12</b>
48072	10/1/2015		RIVERSIDE COUNTY AUDITOR/		
		JUL15	7/15 CITATIONS PAYABLE COLLECTIONS	50.00	<b>50.00</b>
48057	10/1/2015		NAPA AUTO PARTS		
		294853	9/15 TOOL SUPPLY	23.27	
		295969	9/15 TOOL SUPPLY	15.29	
		293113	8/15 MAINTENANCE SUPPLIES	9.59	<b>48.15</b>
48046	10/1/2015		HOME DEPOT		
		5290037	8/15 LANDSCAPE MAINTENANCE SUPPLIES	33.83	<b>33.83</b>
48021	9/18/2015		UNITED WAY OF THE DESERT		
		352000006506	9/11/15 PAYROLL EMPLOYEE CONTRIBUTIONS	27.00	<b>27.00</b>
48052	10/1/2015		LEAGUE OF CALIFORNIA CITIES		
		D.HANSON	10/2/15 LCC ANNUAL CONFERENCE REGISTRATION	25.00	<b>132.00</b>

**CITY OF INDIAN WELLS  
10/01/2015 MEETING WARRANT LIST**

<b>CHECK #</b>	<b>DATE</b>	<b>INVOICE #</b>	<b>VENDOR NAME/DESCRIPTION</b>	<b>INVOICE AMT</b>	<b>CHECK TOTAL</b>
48025	10/1/2015	287243904839	AT&T MOBILITY 8/15 SIM CARD DATA SERVICES	22.98	<b>22.98</b>
48058	10/1/2015	627757319-166	NEXTEL COMMUNICATIONS 8/15 CELLULAR COMMUNICATION SERVICES	20.54	<b>20.54</b>
76 checks in this report					
				<b>TOTAL CITY WARRANTS 48013-48088:</b>	<b>290,955.48</b>

**Wires :**

1595	9/15/2015	95-2489139	INTERNAL REVENUE SERVICE 9/11//15 PAYROLL-FWT, FICA & MEDICARE	32,291.22	<b>32,291.22</b>
1596	9/21/2015	6392517834	CALPERS RETIREMENT SYSTEM 9/11/15 PAYROLL CONTRIBUTIONS	21,217.12	<b>21,217.12</b>
1594	9/15/2015		ICMA CONTRIBUTIONS 9/11/15 PAYROLL-401A, 457 & ROTH IRA CONTRIBUTIONS	8,818.63	<b>8,818.63</b>
1597	9/15/2015	925-0060-2	CALIFORNIA, STATE OF 9/11/15 PAYROLL-SDI & SWT DEPOSIT	6,548.52	<b>6,548.52</b>
2909	9/10/2015	2379795	INDIAN WELLS EMPLOYEE ASSOC. 9/11/15 PAYROLL IW EMPLOYEE ASSOCIATION DUES	210.00	<b>210.00</b>
				<b>TOTAL WIRE DISBURSEMENTS 1594-1597 &amp; 2909:</b>	<b>69,085.49</b>

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**CITY OF INDIAN WELLS  
10/01/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
			EFT 14228-14256	93,966.70	
			<b>Total Net Payroll 09/25/15</b>	<b>93,966.70</b>	
			<b>TOTAL CITY DISBURSEMENTS:</b>	<b>454,007.67</b>	

Note: Warrants 48013-48022 were issued prior to the regular scheduled City Council meeting.

Note: Warrant 47963 was voided on 9/25/15.



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

10/15/2015

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File #: 1260-15 Item #: O.

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## City Warrants and Demands RECOMMENDED ACTION:

Council **APPROVES** the October 15, 2015 City Warrants and Demands.

**CITY OF INDIAN WELLS**  
**10/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48133	10/15/2015		GREATER PALM SPRINGS		
		0013212-IN	10/15-12/15 TOT FUNDING CONTRIBUTION	53,277.00	
		0091230-IN	10/15 SALES MISSION CONTRIBUTION	245.55	<b>53,522.55</b>
48144	10/15/2015		LSL CPA'S		
		15716	9/15 CITY AUDIT SERVICES	25,700.00	
		15702	9/15 CITY AUDIT SERVICES	12,926.00	<b>38,626.00</b>
48110	10/15/2015		BEST, BEST & KRIEGER, L.L.P.		
		756468	8/15 GENERAL RETAINER LEGAL SERVICES	20,611.00	
		756472	8/15 VILLAGE UNDERGROUNDING LEGAL SERVICES	5,268.20	
		756475	8/15 CODE ENFORCEMENT LEGAL SERVICES	3,926.02	
		756471	8/15 D. HANSON VS CITY OF INDIAN WELLS	3,045.13	
		756473	8/15 CODE ENFORCEMENT LEGAL SERVICES	1,480.87	
		756477	8/15 CODE ENFORCEMENT LEGAL SERVICES	1,190.31	
		756474	8/15 CODE ENFORCEMENT LEGAL SERVICES	806.65	
		756476	8/15 CODE ENFORCEMENT LEGAL SERVICES	66.47	<b>36,394.65</b>
48130	10/15/2015		GRANICUS		
		66077	7/15-6/16 COUNCIL MEETINGS WEB STREAMING MAINTENANCE	16,415.64	
		68378	10/15-12/15 SOFTWARE LICENSING & SUPPORT	2,697.00	<b>19,112.64</b>
48166	10/15/2015		SOUTHERN CALIFORNIA EDISON CO.		
		2-10-345-9178	8/15 UTILITIES	12,219.92	
		2-32-228-7590	9/15 UTILITIES	539.21	
		2-26-446-8521	9/15 UTILITIES	107.23	
		2-19-200-4638	9/15 UTILITIES	44.60	
		2-01-570-2202	9/15 UTILITIES	19.87	<b>12,930.83</b>
48156	10/15/2015		RA STRUCTURAL ENGINEERING		
		B00-012-478-1	8/15 PLAN CHECK SERVICES	3,900.00	
		B00-012-429-1	9/15 PLAN CHECK SERVICES	2,535.00	
		B00-012-368-1	8/15 PLAN CHECK SERVICES	1,885.00	
		B00-012-562-1	8/15 PLAN CHECK SERVICES	1,625.00	
		B00-012-548-1	9/15 PLAN CHECK SERVICES	780.00	
		B00-012-565-1	8/15 PLAN CHECK SERVICES	650.00	
		B00-012-563-1	8/15 PLAN CHECK SERVICES	650.00	<b>12,025.00</b>
48165	10/15/2015		SOUTH POINT CONSTRUCTION		
		868	9/1/15 DEPOSIT REFUND-46725 E. ELDORADO	5,000.00	
		1414901-2 0020	5/30/14 DEPOSIT REFUND-46725 E ELDORADO	880.00	<b>5,880.00</b>
48109	10/15/2015		BEST SIGNS, INC.		
		85058	9/15 CARL BRAY HISTORICAL MONUMENT CONSTRUCTION SVCS	4,894.60	<b>4,894.60</b>

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**CITY OF INDIAN WELLS  
10/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48119	10/15/2015		COACHELLA VALLEY WATER DIST.		
		153215-419808	9/15 UTILITIES	1,963.56	
		281269-740542	9/15 UTILITIES	436.71	
		313547-845300	9/15 UTILITIES	329.17	
		155581-422504	9/15 UTILITIES	223.30	
		152175-418598	9/15 UTILITIES	222.73	
		152067-418436	9/15 UTILITIES	129.10	
		152599-419102	9/15 UTILITIES	120.90	
		324083-740422	9/15 UTILITIES	116.09	
		314503-846420	9/15 UTILITIES	98.36	
		542759-418520	9/15 UTILITIES	96.16	
		314309-846198	9/15 UTILITIES	89.42	
		134443-394192	9/15 UTILITIES	86.21	
		155805-422752	9/15 UTILITIES	80.60	
		314499-846416	9/15 UTILITIES	79.59	
		281271-740546	9/15 UTILITIES	72.76	
		314329-846220	9/15 UTILITIES	69.01	
		152073-418442	9/15 UTILITIES	55.68	
		152071-418440	9/15 UTILITIES	51.34	
		152575-419066	9/15 UTILITIES	50.22	
		314511-846428	9/15 UTILITIES	50.22	
		152173-418596	9/15 UTILITIES	49.78	
		152069-418438	9/15 UTILITIES	45.74	
		155761-422706	9/15 UTILITIES	30.20	
		155641-422578	9/15 UTILITIES	30.20	
		156361-423526	9/15 UTILITIES	23.50	
		152991-419528	9/15 UTILITIES	23.50	
		281233-740500	9/15 UTILITIES	23.50	
		308623-839674	9/15 UTILITIES	19.00	
		281261-740534	9/15 UTILITIES	15.00	
		281263-740536	9/15 UTILITIES	10.00	<b>4,691.55</b>
48131	10/15/2015		GRAPHTEK INTERACTIVE		
		10101-1	9/15 NEWSLETTER DESIGN SERVICES	2,500.00	
		9874-1	9/15 IW PRO AM LOGO DESIGN SERVICES	1,000.00	
		10095-1	9/15 MEETING & CONVENTIONS MAGAZINE AD	750.00	
		10085-1	9/15 CITY MAP UPDATE	175.50	
		10113-1	9/15 RESIDENT BENEFIT CARD DESIGN UPDATE	75.00	
		10105-1	9/15 TENNIS BROCHURE ADVERTISEMENT UPDATE	75.00	<b>4,575.50</b>
48158	10/15/2015		RIVERSIDE COUNTY AUDITOR-		
		AC000001099	7/15 2015/16 LAFCO OPERATING COSTS	4,096.99	<del>4,096.99</del>

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**CITY OF INDIAN WELLS  
10/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48164	10/15/2015		SMITH PIPE & SUPPLY INC.		
		2889346	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	3,126.82	
		2889830	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	460.33	<b>3,587.15</b>
48126	10/15/2015		DESERT FORUM, INC.		
		401A	8/15 ECONOMIC DEVELOPMENT SPONSORSHIP-DESERT TOWN HALL	3,575.00	<b>3,575.00</b>
48097	10/1/2015		SHARK POOLS, INC.		
		15200804	8/15 IW LANE WEST SIDE OF HWY 111 FOUNTAINS MAINTENANCE	650.00	
		15200805	8/15 IW LANE EAST SIDE OF HWY 111 FOUNTAINS MAINTENANCE	650.00	
		15200904	9/15 IW LANE WEST SIDE OF HWY 111 FOUNTAINS MAINTENANCE	650.00	
		15200905	9/15 IW LANE EAST SIDE OF HWY 111 FOUNTAINS MAINTENANCE	650.00	
		15200903	9/15 WALK OF HONOR FOUNTAIN MAINTENANCE	250.00	
		15200901	9/15 CITY HALL ENTRY FOUNTAIN MAINTENANCE	140.00	
		15200902	9/15 CITY FLAGPOLE FOUNTAIN MAINTENANCE	140.00	<b>3,130.00</b>
48138	10/15/2015		JOE A. GONSALVES & SON		
		25563	10/15 LEGISLATIVE ADVOCACY SERVICES	3,000.00	<b>3,000.00</b>
48152	10/15/2015		PROPER SOLUTIONS		
		3437	9/21-9/25/15 CITY STAFF TEMP SERVICES	1,118.88	
		3404	9/14/15-9/18/15 CITY STAFF TEMP SERVICES	1,118.88	
		3374	9/7-9/11/15 CITY STAFF TEMP SERVICES	639.36	<b>2,877.12</b>
48174	10/15/2015		VACATION RENTAL COMPLIANCE,LLC		
		315	9/15 VACATION RENTAL COMPLIANCE SERVICES	2,520.00	<b>2,520.00</b>
48161	10/15/2015		SENIOR INSPIRATION AWARDS		
		DTD 9/16/15	3/25/16 SENIOR INSPIRATION AWARDS SPONSORSHIP	2,500.00	<b>2,500.00</b>
48107	10/15/2015		B.G. STRUCTURAL ENGINEERING		
		917.563	8/15 PLAN CHECK SERVICES	1,012.50	
		917.613	8/15 PLAN CHECK SERVICES	412.50	
		917.615	8/15 PLAN CHECK SERVICES	300.00	
		917.605	8/15 PLAN CHECK SERVICES	262.50	
		917.616	9/15 PLAN CHECK SERVICES	225.00	
		917.622	9/15 PLAN CHECK SERVICES	187.50	<b>2,400.00</b>
48173	10/15/2015		UNION BANK OF CALIFORNIA		
		941229	6/1-8/31/15 ANNUAL ADMINISTRATIVE CUSTODIAL FEES	2,326.00	<b>2,326.00</b>
48148	10/15/2015		MUNISERVICES, LLC		
		0000038868	9/15 CAFR REPORTS	2,150.00	<b>2,150.00</b>
48117	10/15/2015		COACHELLA VALLEY ASSOC OF GOVT		
		SEP15	9/15 TUMF DISTRIBUTION	1,837.44	<b>1,837.44</b>

**CITY OF INDIAN WELLS  
10/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48171	10/15/2015	1049212	TOPS N BARRICADES 9/15 MAINTENANCE SUPPLIES	1,562.44	<b>1,562.44</b>
48146	10/15/2015	35470	MINUTEMAN PRESS 9/15 CITY LOGO ENVELOPE SUPPLY	1,375.84	<b>1,375.84</b>
48177	10/15/2015	010-28708	WILLDAN FINANCIAL SERVICES 9/15 ANNUAL CONTINUING DISCLOSURE SERVICES	1,350.00	<b>1,350.00</b>
48101	10/7/2015	SAN JOSE	PEABODY, TY 9/30-10/3/15 LEAGUE OF CA CITIES TRAVEL EXP REIMB	1,263.36	<b>1,263.36</b>
48149	10/15/2015	2030137065	PARKHOUSE TIRE, INC. 9/15 BACKHOE TIRE MAINTENANCE	1,153.50	<b>1,153.50</b>
48151	10/15/2015	129499	POWERS AWARDS 9/15 OFFICE SUPPLIES	1,065.42	<b>1,065.42</b>
48118	10/15/2015	CV 15241-15	COACHELLA VALLEY ASSOC OF GOVT 4/15-6/15 (AB2766) SCAQMD FUNDS	1,003.45	<b>1,003.45</b>
48142	10/15/2015	1235	LIPPERT CONSTRUCTION, INC. 9/15 BUILDING & GROUNDS MAINTENANCE	980.00	<b>980.00</b>
48139	10/15/2015	73283513 73287459 73321700 73289203 73418157 72780755	JOHN DEERE LANDSCAPES 9/15 LANDSCAPE IRRIGATION SUPPLIES 9/15 LANDSCAPE IRRIGATION SUPPLIES 9/15 LANDSCAPE IRRIGATION SUPPLIES 9/15 LANDSCAPE IRRIGATION SUPPLIES 9/15 SHOP TOOLS 7/15 LANDSCAPE IRRIGATION SUPPLIES	390.96 189.45 158.19 53.08 47.90 43.11	<b>882.69</b>
48155	10/15/2015	1026	PURFECT POOLS & CONSTRUCTION 9/15 IW LANE FOUNTAINS REDESIGN SERVICE	880.00	<b>880.00</b>
48114	10/15/2015	JUL-SEP15	CALIF. DEPT OF CONSERVATION 7/15-9/15 SMI & SEISMIC HAZARD MAPPING FEES	869.82	<b>869.82</b>
48122	10/15/2015	81620784	CORELOGIC INFORMATION 9/15 ONLINE REFERENCE SERVICE	825.00	<b>825.00</b>
48135	10/15/2015	25776	HOSPITALITY EBUSINESS 10/15 ADVERTISING & PROMOTION WEB SERVICES	800.00	<b>800.00</b>

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**CITY OF INDIAN WELLS  
10/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48134	10/15/2015	20150904	HEPTAGON SEVEN CONSULTING, INC. 6/15-9/15 IW VILLAGE RULE 20B UTILITY UNDERGROUNDING MGMT SVCS	742.50	<b>742.50</b>
48154	10/15/2015	17727	PUBLIC RECORD 9/22/15 LEGAL NOTICES-CITY CLERK DEPT	396.00	
		17728	9/22/15 LEGAL NOTICES-CITY CLERK DEPT	285.00	<b>681.00</b>
48172	10/15/2015	21937	TROPICAL PLANT SERVICES 9/15 INDOOR PLANT MAINTENANCE SERVICES	225.00	
		21771	7/15 INDOOR PLANT MAINTENANCE SERVICES	205.00	
		21860	8/15 INDOOR PLANT MAINTENANCE SERVICES	205.00	<b>635.00</b>
48132	10/15/2015	17601440	GREAT AMERICA FINANCIAL SVCS 10/15 EQUIPMENT RENTAL LEASE	626.83	<b>626.83</b>
48163	10/15/2015	1508201-1 0002	SMART ENERGY SOLAR, INC 3/23/15 BUILDING PERMIT REFUND	450.00	
		1505701-1 0005	2/27/15 BUILDING PERMIT REFUND	122.75	<b>572.75</b>
48099	10/1/2015	2533	SOUTHWEST PLUMBING, INC. 9/15 CITY HALL PLUMBING REPAIR SERVICE	560.39	<b>560.39</b>
48157	10/15/2015	4889	RASA 9/15 MAP/PLAN CHECKING SERVICES	475.00	<b>475.00</b>
48168	10/15/2015	1137956-IN	SOUTHWEST BOULDER & STONE INC. 9/15 MAINTENANCE SUPPLIES	403.24	<b>403.24</b>
48115	10/15/2015	JUL-SEP15	CALIFORNIA BUILDING STANDARDS 7/15-9/15 CBSC FEES COLLECTED	403.20	<b>403.20</b>
48123	10/15/2015	ONTARIO	DEGROOT, CRAIG 10/15 2015 CTI EDUCATION WEEK TRAVEL ADVANCE	375.00	<b>375.00</b>
48103	10/15/2015	36339	ABLEGOV, INC. 9/15 SERVER/SOFTWARE LICENSE OPERATING SERVICES	365.50	<b>365.50</b>
48116	10/15/2015	902362972	CANON SOLUTIONS AMERICA, INC. 9/15 PRINTER/SCANNER MAINTENANCE KIT	354.70	<b>354.70</b>
48175	10/15/2015	341-3179	VERIZON CALIFORNIA 9/15 CITY HALL PHONE LINE SERVICES	167.27	
		346-0407	9/15 CITY HALL FAX SERVICE	117.59	
		200-1815	9/15 TRAFFIC SIGNAL PHONE LINE SERVICE	55.76	
48128	10/15/2015	17664	EMBLEM AUTHORITY, THE 12/14 (500) IW POLICE UNIFORM PATCHES	340.00	<b>340.62</b> <b>140</b> <b>340.00</b>

**CITY OF INDIAN WELLS  
10/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48169	10/15/2015		STAPLES		
		3278362339	9/15 OFFICE SUPPLIES	233.44	
		3278362341	9/15 OFFICE SUPPLIES	98.67	
		3278362340	9/15 OFFICE SUPPLY	7.33	<b>339.44</b>
48145	10/15/2015		LUMPKIN, RUSSELL L.		
		DTD 9/25/15	9/25/15 BUILDING INSPECTION SERVICES	336.00	<b>336.00</b>
48120	10/15/2015		COACHELLA VALLEY WATER DIST.		
		495465-867338	9/15 UTILITIES	227.23	
		495461-867336	9/15 UTILITIES	55.20	<b>282.43</b>
48162	10/15/2015		SIMPLOT PARTNERS		
		208052263	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	95.76	
		208051901	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	84.03	
		208051844	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	60.63	
		208051900	9/15 GATORADE SUPPLY	36.52	<b>276.94</b>
48111	10/15/2015		BIO-TOX LABORATORIES		
		31024	8/15 POLICE DRUG TESTING SERVICES	188.00	
		31025	8/15 POLICE DRUG TESTING SERVICES	78.00	<b>266.00</b>
48153	10/15/2015		PRUDENTIAL OVERALL SUPPLY		
		22116985	9/16/15 FACILITY SERVICES	144.31	
		22120572	9/23/15 FACILITY SERVICES	115.55	<b>259.86</b>
48098	10/1/2015		SIMPLOT PARTNERS		
		208051650	9/15 LANDSCAPE MAINTENANCE SUPPLIES	259.02	<b>259.02</b>
48108	10/15/2015		BERGESON, JOHN		
		REIMB	8/3/15 SHORT-TERM BUSINESS LICENSE & PERMIT REFUND	245.00	<b>245.00</b>
48159	10/15/2015		RIVERSIDE COUNTY INFORMATION		
		9990116000-1508	8/15 SHERIFF MOTORCYCLE RADIO OPERATIONS SERVICES	214.34	<b>214.34</b>
48102	10/7/2015		PEABODY, TY		
		MEETINGS	1/15-9/15 MEETINGS MILEAGE REIMB	186.30	<b>186.30</b>
48104	10/15/2015		ACCESS ELECTRIC SUPPLY, INC.		
		27665	9/15 LANDSCAPE LIGHTING SUPPLIES	117.56	
		27655	9/15 LANDSCAPE LIGHTING SUPPLIES	59.40	<b>176.96</b>
48160	10/15/2015		ROMER, CAROLYN		
		REIMB	7/31/15 (2) SHORT-TERM BUSINESS LICENSE REFUNDS	172.00	<b>172.00</b>
48150	10/15/2015		PELLETIER, BRUCE		
		DTD 9/22/15	9/15 UNIFORM SUPPLY REIMBURSEMENT	161.95	<b>161.95</b>

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**CITY OF INDIAN WELLS  
10/15/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48140	10/15/2015		LASR-INK		
		12288	9/15 (2) PRINTER CARTRIDGES-TECHNOLOGY	85.02	
		12268	9/15 (2) PRINTER CARTRIDGES-TECHNOLOGY	38.00	<b>123.02</b>
48129	10/15/2015		FEDERAL EXPRESS CORP.		
		5-156-10462	8/15 EXPRESS MAIL SERVICES	121.89	<b>121.89</b>
48147	10/15/2015		MORELION, WARREN		
		SAN DIEGO	9/15 ICSC WESTERN CONFERENCE TRAVEL EXP REIMB	119.64	<b>119.64</b>
48106	10/15/2015		AROUND-THE-CLOCK		
		151000106101	8/25-9/21/15 AFTER HOURS PHONE ANSWERING SERVICE	114.95	<b>114.95</b>
48176	10/15/2015		VERIZON WIRELESS		
		9752927085	9/15 CELLULAR PHONE SERVICES	104.85	<b>104.85</b>
48141	10/15/2015		LIGATURE, THE		
		2027253	9/15 BUSINESS CARDS SUPPLY	103.22	<b>103.22</b>
48105	10/15/2015		AMERICAN FORENSIC NURSES		
		66810	8/15 PUBLIC SAFETY BLOOD DRAW TESTING SERVICES	60.00	
		66755	8/15 PUBLIC SAFETY BLOOD DRAW TESTING SERVICES	40.00	<b>100.00</b>
48137	10/15/2015		INTERNATIONAL INSTITUTE OF		
		29823	9/15 2015/16 ANNUAL ASSOCIATE MEMBERSHIP RENEWAL	95.00	<b>95.00</b>
48167	10/15/2015		SOUTHERN CALIFORNIA GAS CO.		
		16102760622	9/15 UTILITIES	52.87	
		15892760008	9/15 UTILITIES	24.34	
		16312760008	9/15 UTILITIES	15.75	<b>92.96</b>
48124	10/15/2015		DESERT COMMUNITIES EMPLOYER		
		DTD 9/30/15	9/15 2016 EMPLOYER ADVISORY COUNCIL MEMBERSHIP	40.00	
		DTD 9/25/15	10/28/15 PRACTICAL GUIDANCE FOR LEAVES SEMINAR REGISTRATION	40.00	<b>80.00</b>
48127	10/15/2015		DIVISION OF STATE ARCHITECT		
		JUL-SEP15	7/15-9/15 DISABILITY ACCESS & EDUCATION FEES COLLECTED	75.30	<b>75.30</b>
48170	10/15/2015		STAPLES		
		21788	9/15 OFFICE SUPPLIES	69.36	<b>69.36</b>
48136	10/15/2015		IMPERIAL IRRIGATION DISTRICT		
		50579115	9/15 UTILITIES	50.08	<b>50.08</b>
48121	10/15/2015		CONSOLIDATED ELECTRICAL DIST.		
		5725-401727	9/15 ELECTRICAL SUPPLIES	41.58	<b>142.58</b>

**CITY OF INDIAN WELLS  
10/15/2015 MEETING WARRANT LIST**

<b>CHECK #</b>	<b>DATE</b>	<b>INVOICE #</b>	<b>VENDOR NAME/DESCRIPTION</b>	<b>INVOICE AMT</b>	<b>CHECK TOTAL</b>
48100	10/1/2015	15616	STAPLES 9/15 OFFICE SUPPLIES	34.01	<b>34.01</b>
48143	10/15/2015	BB00028688	LOCK SHOP, INC., THE 9/15 LOCK REPAIR SERVICE	10.00	<b>10.00</b>
48113	10/15/2015	85083	BIRD-X, INC 9/15 BIRD SPIKES SALES TAX DUE	9.87	<b>9.87</b>
48125	10/15/2015	S2231995.001	DESERT ELECTRIC SUPPLY 9/15 CITY PARKWAYS LANDSCAPE LIGHTING SUPPLIES	9.16	<b>9.16</b>
48112	10/15/2015	19337844	BIRCH COMMUNICATIONS, INC. 9/15 LONG DISTANCE PHONE SERVICE	5.32	<b>5.32</b>
81 checks in this report					
				<b>TOTAL CITY WARRANTS 48097-48177:</b>	<b>252,076.72</b>

**Wires :**

**TOTAL WIRE DISBURSEMENTS :**

**CITY OF INDIAN WELLS  
10/15/2015 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>
			EFT 14257-14289	81,784.84	
			2913	980.35	
			<b>Total Net Payroll 10/09/15</b>	<b>82,765.19</b>	
			<b>TOTAL CITY DISBURSEMENTS:</b>	<b>334,841.91</b>	

Note: Warrants 48097-48102 were issued prior to the regular scheduled City Council meeting.



10/15/2015

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File #: 1248-15 Item #: A.

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

***October 15, 2015***

**Fiscal Years 2015-17 City Goals Update**

**RECOMMENDED ACTION:**

Council **RECEIVES** and **FILES** the Fiscal Years 2015-17 City Goals update.

**DISCUSSION:**

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

- ❑ Ten Year Financial Strategy
- ❑ Encourage and Expand Economic Development Opportunities
- ❑ Create a Flood Mitigation Plan with Community Partners
- ❑ Beautify the Highway 111 Corridor
- ❑ Create a City Communications Plan

This report summarizes the progress on Council Goals and the two action plans (**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 2015-17 City Goals update
2. Communication Plan

## Ten Year Financial Strategy



Co-Champions: Kevin McCarthy, Finance Director  
David Gassaway, Assistant to the City Manager

Desired Outcomes: Develop long-term picture of the city’s financial position post redevelopment. Identify future revenue levels necessary to maintain Indian Wells quality standards.

### Action Items

Four actions items comprise a comprehensive analysis of the City’s finances in order to provide detailed fiscal information for policy makers to make sound financial decisions. These action items are:

1. Prepare a comprehensive long-term expenditure analysis
2. Prepare a comprehensive long-term revenue analysis
3. Describe any funding gaps between revenues and expenditures
4. Develop strategies to address any identified funding gaps

Cost Estimate	Stage of Progress	Priority
Budgeted in FY 2015-17: \$50,000 Specialized consultants and analytical firms to assess costs and revenues.	Analysis/Study Stage	<p>Top</p>

## 1. Comprehensive long-term expenditure analysis February 2016

Actions Steps	
a. Capital replacement and reserve needs study	
Status:	<ul style="list-style-type: none"> <li>• RFP for Capital Asset Planning consultants released and responses gathered.</li> <li>• Proposals proved cost prohibitive and Staff cancelled RFP.</li> <li>• New approach developed to conduct Capital Asset inventory and future cost analysis in-house.</li> <li>• Efforts being coordinated to connect Public Works future asset maintenance with Capital Replacement program through one streamlined software system.</li> </ul>
Deliverables:	Draft capital replacement program to be discussed by Council at the 2016 City Council Strategic Planning session.
b. Contract services study and trend analysis	
Status:	<ul style="list-style-type: none"> <li>• 10-year lookback of all City expenditures completed (historical trend analysis).</li> <li>• Historical expenditures being categorized into current and future program budget categories for apples-to-apples comparison with current budgeting methodology.</li> <li>• Initiating analysis of future service cost increase projections.</li> </ul>
Deliverables:	Program budget based future cost increase assumptions to be used in coordination with long-term revenue analysis and future projections.

c. Special revenue sources expenses (Enterprise funds)	
Status	<ul style="list-style-type: none"> <li>On-hold - focus to-date on reorganizing historical expenditures in program based categories. Enterprise funds to follow.</li> </ul>
Deliverables:	Program budget based future cost increase assumptions for Enterprise funds to be used in coordination with long-term Enterprise fund revenue projections.

## 2. Comprehensive long-term revenue analysis February 2016

Actions Steps	
a. Review of citywide revenues and trends	
Status:	<ul style="list-style-type: none"> <li>10-year lookback of all City revenues completed (historical trend analysis).</li> <li>Historical revenues are categorized into program budget categories for apples-to-apples comparison with current budgeting methodology.</li> <li>Initiating analysis for future revenue increase projections based upon historical growth and trends.</li> <li>Developing Key Metrics for future cash flows.</li> </ul>
Deliverables:	Program budget based future revenue growth assumptions to be used in coordination with long-term expenditure analysis and future projections.
b. Review project billing and accounting costs	
Status:	<ul style="list-style-type: none"> <li>Focus on gathering historical revenues in program based categories. Project billing analysis will follow revenue analysis.</li> </ul>
Deliverables:	Establish improved guidelines for project billing and collections.

### 3. Describe funding gaps

June 2016

Actions Steps	
a.	Compare bottom line revenue and expenditure outcomes
b.	Review variance in revenue sources vs. operating expenses
c.	Review variance in reserve fund growth vs. capital replacement needs
Status:	<ul style="list-style-type: none"><li>Step 3 to identify future revenue gaps will be completed after the expenditure and revenue analysis is finished.</li></ul>

### 4. Develop strategies address funding gaps

June 2016

Actions Steps	
a.	Pursue targeted grant opportunities
b.	Explore strategic economic development projects
c.	Review fees and cost recovery
Status	<ul style="list-style-type: none"><li>Step 4 to address funding gaps will be completed after funding gaps are identified.</li></ul>

**Goal 2:**

## Encourage and Expand Economic Development Opportunities



**Champion:** Warren Morelion, Community Development Director

**Desired Outcomes:** Refine development process and partner with developers where projects offer desirable benefits for the City.

### Action Items

1. Continue to improve the development review process
2. Develop a Comprehensive Economic Development Plan
3. Process Indian Wells Tennis Garden Stadium 3 project
4. Coordinate Renaissance Esmeralda Villas and Waterpark development

Cost Estimate	Stage of Progress	Priority
Budgeted in FY 2015-17: \$10,000 Economic development research assistance	Analysis/Study Stage	Top 

**1. Continue to improve the development review process**

**December 2015**

Actions Steps	
<p>a. Update building permit checklist to assist with submittal of a complete packet to expedite processing.</p>	
Status:	<ul style="list-style-type: none"> <li>• Updated Building Division webpage so current checklists are easily accessible.</li> <li>• Completed review of existing checklists to identify areas to expedite the plan check process.</li> <li>• Researched other cities checklists for best practices.</li> <li>• Developing revised checklists to include relevant information and user friendly format.</li> </ul>
Deliverables:	Revised building permit submittals checklists.
<p>b. Update development submittal checklist to assist with submittal of entitlements.</p>	
Status:	<ul style="list-style-type: none"> <li>• Updated Planning Division webpage so current checklists are easily accessible.</li> <li>• Reviewing existing application and checklists to streamline the entitlement process.</li> </ul>
Deliverables:	Revised development submittals checklists.

c. Investigate Municipal Code amendment options to streamline the entitlement process.	
Status:	<ul style="list-style-type: none"> <li>• Investigating Municipal Code to identify areas to streamline the entitlement process.</li> <li>• Researching other cities' entitlement processes for best practices.</li> <li>• Implemented temporary administrative landscape review during drought period.</li> </ul>
Deliverables:	Develop a list of Municipal Code changes to streamline the entitlement process. To be discussed by Council at the 2016 City Council Strategic Planning session.

**2. Develop a Comprehensive Economic Development Plan**

**December 2016**

Actions Steps	
a. Research community demographic and psychographics information to influence future economic development.	
Status:	<ul style="list-style-type: none"> <li>• Working with County EDA staff to City economic development strategies that can benefit from County resources.</li> <li>• Commissioned Buxton Market Overview report to identify demographics in trade areas around the City and resident spending habits.</li> <li>• Researched other cities' Economic Development Plans help identify key strategies used for tourism &amp; retail based development.</li> <li>• Researching purchase of VisaView sales and demographic data.</li> <li>• Attending CVEP Economic Summit.</li> </ul>
Deliverables:	Draft Economic Development Plan for Council discussion at the 2016 City Council Strategic Planning session.

b. Identify optimal types of development and complementary infrastructure to promote long term economic sustainability.	
Status:	<ul style="list-style-type: none"> <li>• Formed Economic Development team that meets bi-weekly.</li> <li>• Developing draft Economic Development Plan outline.</li> <li>• Creating vacant parcel development strategy through SB341 response efforts.</li> <li>• Have had, and are continue to have, meetings with developers to determine project type feasibility (i.e. mixed-use, residential, retail, office, hotel, etc.).</li> <li>• Researching project types that provide greatest ROI to City's long-term fiscal sustainability.</li> </ul>
Deliverables:	Portion of Economic Development Plan.
c. Develop priorities and standards for business and development incentive decisions.	
Status:	<ul style="list-style-type: none"> <li>• Researching incentive programs used in other cities to find incentives used to attract optimal development</li> </ul>
Deliverables:	Guided discussion with Council at 2016 City Council Strategic Planning
d. Identify and pursue high priority, target markets for new development.	
Status:	<ul style="list-style-type: none"> <li>• Attended ICSC in San Diego, met with commercial brokers and retailers to understand the current retail market</li> <li>• Proactively meeting with brokerages and retailers</li> </ul>

**3. Process Indian Wells Tennis Garden Stadium 3 project**

**December 2016**

Actions Steps	
Larry Ellison has delayed construction of the project until after the 2016 BNP Paribas Tennis Tournament.	
a. Fast track the entitlement and permit process.	
Status:	<ul style="list-style-type: none"> <li>Completed entitlement process in April 2015.</li> <li>Building plan check in process and expected completion November 2015.</li> </ul>
b. Expedite inspections to meet December 2016 completion date.	
Status:	<ul style="list-style-type: none"> <li>Inspection process expected to start following the 2016 BNP Paribas Tennis Tournament.</li> </ul>

**4. Coordinate Renaissance Indian Wells Resort & Spa Villas and Waterpark development**

**July 2016**

Actions Steps	
	Waiting on project proponent to submit entitlement applications.
a. Assist in establishment of a public engagement process for the project.	
b. Analyze the potential for developer incentives based on project design, quality and potential TOT revenue.	

**Goal 3:**

**Create a Flood Mitigation Plan  
With Community Partners**



**Champion:** Ken Seumalo, Public Works Director

**Desired Outcomes:** Facilitate the process for stakeholders to reach a community solution for flood control.

**Action Items**

1. Identify the City’s role in facilitating the process and develop communication plan
2. Research existing conditions
3. Develop a City analysis report

Cost Estimate	Stage of Progress	Priority
Budgeted in FY 2015-16: \$40,000  Consultants to analyze storm drain system and coordinate public engagement.	Project on hold due to anticipated litigation	

**1. Identify the City’s role in facilitating the process and develop communication plan**

**July 2015**

<b>Actions Steps</b>	
a.	Develop a communication plan.
b.	Coordinate the engagement process with community stakeholders.
c.	Foster engagement process to include viewpoints of the affected community stakeholders.
d.	Coordinate information flow to community stakeholders including key milestones, meetings, and announcements.

**2. Research existing conditions**

**August 2015**

<b>Actions Steps</b>	
a.	Develop legal understanding of local requirements for flood control.
b.	Review existing City and regional storm drainage system.
c.	Engage with drainage experts to address issues with existing system.
d.	Cooperate with CVWD in identifying flood trouble spots.
e.	Assemble Flood Inundation (FEMA) maps.

**3. Develop a City analysis report**

**September 2015**

<b>Actions Steps</b>	
a.	Prepare analysis report including history, existing system, and legal obligation.
b.	Prepare exhibits such as existing system, jurisdiction boundaries, and cross section of 100-year flood.
c.	Present information report to City Council, FAMD and stakeholders.

**Goal 4:**

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## Beautify the Highway 111 Corridor

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**Co-Champions:** Warren Morelion, Community Development Director  
Ken Seumalo, Public Works Director

**Desired Outcomes:** Beautify Highway 111 corridor retaining the unique character of Indian Wells.

### Action Items

1. Define Cook Street and Highway 111 improvements
2. Improve frontage appearance of commercial properties
3. Determine use of Arts in Public Places funds

Cost Estimate	Stage of Progress	Priority
Budgeted in FY 2015-17: Arts in Public Places funds	Planning Stages	

**1. Define Cook Street and Highway 111 improvements**

**July 2016**

Actions Steps	
a.	Develop design alternatives based on City Council direction, to include no art alternative, cleanup site and replacement of palm trees.
Status:	<ul style="list-style-type: none"> <li>Staff researched fountain alternatives including reconfiguration of the area and developed cost estimates to replace the Date Palm grove.</li> </ul>
Deliverables:	Alternates to be discussed by Council at the 2016 City Council Strategic Planning session.

**2. Improve frontage of commercial properties**

**December 2015**

Actions Steps	
a.	Require property owners to clean and maintain their property frontages by removing unsightly vegetation and installing new screen fencing and mulch and/or landscaping.
Status:	<ul style="list-style-type: none"> <li>Brixton and Fogelson have repaired the fence screening and conducted landscape clean up on their project site.</li> <li>Removal of unsightly vegetation east of Mountain View Villas along Highway 111 is complete. A double row of shrubs, placement of new mulch and minor grading to dress the site is complete.</li> </ul>
Deliverables:	Staff will continue to monitor.

### 3. Determine use of Arts in Public Places funds April 2016

Actions Steps	
a. Identify amount in the fund upon completion of the Carl Bray project.	
Status:	<ul style="list-style-type: none"> <li>Carl Bray project is complete, \$300,000 remain in the Art in Public Places fund.</li> </ul>
b. Identify possible art projects and locations in the City.	
Status:	<ul style="list-style-type: none"> <li>Developed criteria to evaluate potential display areas to advance the City's image, designated viable locations and addressed safety at Highway 111, Indian Wells Lane and City Hall.</li> </ul>
Deliverables:	Possible art projects and locations to be discussed by Council at the 2016 City Council Strategic Planning session.
c. Establish review and approval process.	
Status:	<ul style="list-style-type: none"> <li>Evaluating alternatives on the review process.</li> </ul>
Deliverables:	A review and approval process for evaluating and displaying potential art projects.

**Goal 5:**

## Create a City Communications Plan



**Champion:** Nancy Samuelson, Marketing/Community Relations Director

**Desired Outcomes:** Continue to engage the community through effective communication and education on community issues. Implement a plan to bridge any gaps between citizens and government.

### Action Items

1. Create a Communication Plan
2. Enhance and Update Website

Cost Estimate	Stage of Progress	Priority
Budgeted in FY 2015-17. \$ 55,000 Consultants for website redesign and creative services.	Implementation Stage	

## 1. Create a Communication Plan that includes: October 2015

Actions Steps	
a. Update of Indian Wells Brand guidelines.	
Status:	<ul style="list-style-type: none"> <li>Brand guidelines still be followed throughout the city – using existing color palette, font and is used in all communications (logo, headers, color, etc.).</li> </ul>
b. “Best Practices” strategies.	
Status:	<ul style="list-style-type: none"> <li>Best practices were researched and are incorporated into communication plan.</li> </ul>
c. Robust outbound communication programs.	
Status:	<ul style="list-style-type: none"> <li>Communication Channels outline City’s robust outbound communication strategies to key audiences.</li> </ul>
d. Media outreach and engagement.	
Status:	<ul style="list-style-type: none"> <li>Following guiding principles and strategic objectives outlined in communication plan, continual engagement with media is part of the goals and objectives.</li> </ul>
e. Citizen engagement approaches and tactics.	
Status:	<ul style="list-style-type: none"> <li>Through each communication channel citizens are informed through a multi-platform strategy to deliver information efficiently and effectively and receive information.</li> </ul>
f. Process where citizens can connect with Council and staff.	
Status:	<ul style="list-style-type: none"> <li>Many avenues in place from City Council meetings, email, Virtual Town Hall are continually used for citizens to have direct access with City Council and staff.</li> </ul>

g. Ways to boost participation in local government and the public process.	
Status:	<ul style="list-style-type: none"> <li>Continue to analyze ways in which the citizens look to engage with local government, listen and proactively respond to citizen's request and continue strategic outbound communications.</li> </ul>

## 2. Enhance and upgrade website

December 2015

Actions Steps	
a. Consolidate the City's two websites (City and tourism).	
Status:	<ul style="list-style-type: none"> <li>In process – Indianwells.com is still live until we launch the new cityofinidanwells.org site in December. This City site will redirect to this site and will still house the tourism information.</li> </ul>
b. Create new cutting edge design on city site to enhance use and citizen engagement.	
Status:	<ul style="list-style-type: none"> <li>Staff is in round 2 of website design, working with Website Lead Matrix team for input and website consultant to create cutting edge design.</li> </ul>
c. Bring events and sign-up forms to forefront for residents to find easily.	
Status:	<ul style="list-style-type: none"> <li>This is a major component on the new site that will be launched in December.</li> </ul>
d. Enhance the availability of public documents on website.	
Status:	<ul style="list-style-type: none"> <li>This is on-going process, and all documents currently on website will migrate to new website with no lost data.</li> </ul>

Plans for Fiscal Year 2015-16:

**2. Provide Property Owner Privileges to Lessee's Through a Resident Identification Card** **October 2015**

Champion: Kevin McCarthy, Finance Director

Desired Outcome: Extend property owner privileges to long-term lessees.

Objective	
a.	<p>Draft policy for Council consideration providing a Resident Identification Card to long-term lessees. Policy will include:</p> <ul style="list-style-type: none"><li>Minimum 1-year lease.</li><li>Lessees shall have same privileges as Property Owner Identification Card holders.</li><li>The property owner shall relinquish Property Owner Identification Card for subject property.</li></ul>
Status:	<ul style="list-style-type: none"><li>Developed draft Resident Benefit Card (RBC) issuance policy.</li><li>Presented draft RBC issuance policy for Council consideration.</li><li>Final language of the RBC issuance policy, and RBC use policy presented to Council at October 16, 2015 Council meeting.</li></ul>
Deliverable:	Resident Benefit Card Issuance Policy and RBC Use Policy.

## Action Plans for Fiscal Year 2015-16:

### 1. Strengthen Contract Administration

June 2016

Co-Champions: Anna Grandys, City Clerk  
Wade McKinney, City Manager

Desired Outcomes: Council and residents have a clear understanding of the life cycle of a contract, and the internal management of contracts. Enhance web-based accessibility of City contracts by the public.

Objectives	
a.	Written report to Council on types of contracts, number of, and outline how departments manage said contracts.
Status:	<ul style="list-style-type: none"> <li>• Completed comprehensive status review of all contracts</li> <li>• Complied information on type and number of active contracts:               <ul style="list-style-type: none"> <li>○ 26 types</li> <li>○ 218 active contracts</li> </ul> </li> <li>• Executive team consensus on departmental responsibility for each agreement.</li> <li>• Organization-wide discussions on improvements to current contract administration procedures.</li> <li>• Contract Working Group formed to develop improved administration of contracts.</li> </ul>
Deliverables:	Report to Council on types of contracts, number of, and outline how departments manage said contracts.

Objectives	
b.	Expand financial software (Eden) module pilot program to include contracts over \$25,000.
Status:	<ul style="list-style-type: none"> <li>• Beta test with contracts under \$25,000 successful.</li> <li>• Work with Tyler to customize fields for seachability.</li> <li>• Expand use of Eden contract module to all city contracts on a going-forward basis.</li> <li>• Transition to site license for Eden to allow every staff member to use software for contract administration and financial/budget data.</li> </ul>
Deliverables:	Implement utilization of Eden contract module for all contracts on a going-forward basis. Establish process for entering new contracts into Eden and assign personnel to the task.
c.	Add to City website “Contracts approved within last 60 days” section to include a link to the contract, short description of contract, contract amount and contract administrator information.
Status:	<ul style="list-style-type: none"> <li>• Newly Approve Contracts webpage added.</li> <li>• New contracts posted on this webpage as they are executed.</li> </ul>
Deliverables:	Recently approved contracts are posted on website. Internal process established and personnel is assigned to the task.

Objectives	
d.	Expand existing availability of contracts on City website and establish a user friendly contract organization structure.
Status:	<ul style="list-style-type: none"> <li>• Service contract webpage expanded to include all active service contracts.</li> <li>• Construction contract webpage added and all active construction contracts linked.</li> <li>• Any amendments to contracts are added to the original contract and posted.</li> </ul>
Deliverables :	All active Service and Construction contracts are posted on the website. Clerk's office adjusted approval routing process to capture all new contracts and/or amendments for posting on website.
e.	Quarterly report outlining City Attorney's Office work product to include: code enforcement activity, costs and reimbursements; any reimbursable work product for third party; personnel matters; litigations; and major work projects.
Status:	<ul style="list-style-type: none"> <li>• Developed quarterly report depicts legal costs, reimbursements for third party work product and outstanding balances.</li> <li>• Developed a quarterly Code Enforcement and Litigation report tracking outstanding fines and associated legal fee reimbursements.</li> <li>• Code Enforcement quarterly reporting includes: <ul style="list-style-type: none"> <li>○ Total issued</li> <li>○ Total collected</li> <li>○ Total outstanding</li> <li>○ Reports on quarterly transactional activity</li> </ul> </li> </ul>
Deliverables:	Quarterly report on legal activity, costs and reimbursements.



# City of Indian Wells Communications Plan

Mission Statement:

Create an unsurpassed quality of life for residents and guests by providing superior public safety, exceptional service and outstanding amenities that will further enhance our image as a prestigious community and international resort destination.

“Citizens who have an emotional connection with their city make the difference.”

*for The LOVE of Cities, Peter Kageyama*



The purpose of the City of Indian Wells Communications Plan is to proactively **EDUCATE** the public on community issues, **INFORM** its citizens by delivering efficient and effective communication, **UNDERSTAND** the community – how they want to receive their information and what they deem is important, and **DELIVER** clear, concise messages to bridge any communication gaps.

Effective government communications are essential in delivering messages to our community using multi-platform channels. The City of Indian Wells continually strives to deliver messages to our community that continues our brand commitment of an exceptional quality of life. Growing the relationship with our community is essential in building trust in their local government.

The purpose of the Communications Plan is to ensure that all City stakeholders, from residents and leaders to staff and partners, are aware of the city’s annual objectives and actions. The Plan outlines the vehicles and platforms that will provide year-round information to City stakeholders, along with key message points designed to update, validate and strengthen citizens’ support for their City.



**The purpose of the Guiding Principles below is to clearly define the approach and philosophy of outbound communications and to ensure these standards are instilled throughout all multi-media channels.**

### Guiding Principles:

- ▼ Proactive Approach
  - Tell the Indian Wells story
  - Initiate communication
- ▼ Community Information
  - Provide citizen education on all multi-level communication channels
  - Create early opportunities to inform the community
- ▼ Inclusive Communication
  - Include everyone in the process to build teamwork
  - Proactive communication
- ▼ Strong & Consistent Message
  - Build on strong themes
  - Ensure messaging supports goals of the City
- ▼ Timely Outreach
  - Provide the public with timely notice and reasonable access to information



**The Strategic Objectives outlined below are designed to assist in identifying the City's goals for successful communication. These objectives will be used in analyzing strategic outbound communication strategies and to create a tangible benchmark for those goals being achieved.**

## Strategic Objectives

- ▼ Keep citizens informed
- ▼ Produce communications that are effective and efficient
- ▼ Promote citizen awareness of all communication channels
- ▼ Promote citizen understanding of City services & activities
- ▼ Create sustained and consistent message/information
- ▼ Coordinate internal and external communications
- ▼ Provide open, inclusive communications for key audiences
- ▼ Be collaborative on issues to improve communication
- ▼ Provide accurate and timely information to City Council & media
- ▼ Educate Staff on issues for better customer service
- ▼ Create awareness of City Council policy decisions to the public
- ▼ Internally standardize all media/press communications
- ▼ Engage Community Partners in communication objectives
- ▼ Continue to employ a multi-media, multi-channel communication approach and monitor existing communication channels for their effectiveness and impact

**Key Messages are closely tied to the objectives and goals that have been agreed upon regarding any issue. These messaging criteria will be used to clearly identify all strategic communications and align with the strategies.**

## Key Messages

- ▼ Establish “one clear voice” throughout all communication channels
- ▼ Design messages to articulate the goals & objectives of each issues
- ▼ Develop main message
- ▼ Ensure key message is consistent and repeated
- ▼ Highlight more than one major communication message at a time
  - Keep it simple
  - Be clear, concise and relevant

### Message needs to include:

- What is being proposed
- Why it is important
- Who it will effect
- How much it will cost
- When it will start/happen
- How long will it take
- How it will impact the community

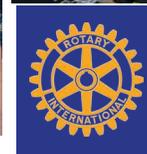
## Key Audiences represent who the City will communicate with on a regular basis.

### Key Audiences

- ▼ Residents of Indian Wells
- ▼ Community at-large (Coachella Valley, other cities)
- ▼ Strategic partners (Resorts, IWTC, IWGR)
- ▼ Non-resident business and community leaders
- ▼ City Council
- ▼ Legislative representative
- ▼ Resident Boards, Commissions and Committees
- ▼ Local public agencies
- ▼ City employees
- ▼ Chamber of Commerce/Rotary
- ▼ News Media
- ▼ Tourism media – including travel magazines, bloggers, travel writers, digital influencers
- ▼ Meeting planners



INDIAN WELLS  
*Chamber of Commerce*



**Communication channels carry the message to the Key Audiences. Diversified channels engage our audiences in a multi-platform communication program. This allows our audience to receive information in a variety of ways, to disseminate information quickly and efficiently, and to generate dialogue with our community.**

## Communication Channels

These are the City's current communication channels:

- ▼  IWTV (Public Access Television)
- ▼  City Newsletter – 10 times per year
- ▼  E-blasts to residents  
Current emails in database: 5,870
- ▼  City website
  - Streaming/On-demand City Council Meetings/special meetings
  - Mobile
  - Community calendar/events
  - Sign up/register for events, business licenses and more
  - Documents/reports
  - Minutes
  - News
  - Blog
  - Videos
- ▼  YouTube Channel

## Communication Channels continued

- ▼  Social Media – Facebook, Twitter, LinkedIn
- ▼  City Council Meetings
  - Streaming video
  - IWTV public access
  - On-demand on website
  - Agenda
- ▼  In-person/phone
  - City Hall
  - Citizen events
- ▼  State of the City
- ▼  Ribbon-cutting events
- ▼  Local media
  - Newspaper/print media, TV, Radio
- ▼  Press Releases/alerts
  - Including video & photography
- ▼  Resident surveys
- ▼  Public forums
- ▼  Virtual Town Hall
- ▼  Corporate Identity (brand, letterhead, logo, etc.)

**Next steps for this program is to continue to grow, expand and be successful in informing our key audiences.**

### Next Steps

- ▼ Develop communication calendar (timetable)
- ▼ Develop social media policy
- ▼ Create crisis communication strategies (Emergency Communication Plan)
- ▼ Continue communication training program/s
- ▼ Create welcome brochure for new residents



10/15/2015

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File #: 1247-15 Item #: B.

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***Indian Wells City Council***  
***Staff Report - Public Works***

***October 15, 2015***

**Supplemental Appropriation for Indian Wells Lane Fountains**

**RECOMMENDED ACTIONS:**

Council **APPROVES** a Supplemental Appropriation in the amount of \$50,000 for repairs to Indian Wells Lane fountains and to increase service frequency of the fountains.

**DISCUSSION:**

The fountains on either side of Indian Wells Lane, are the main entry feature to the Indian Wells Golf Resort and the two resort hotels. The fountains have not functioned fully for the last four years due to pump failures. The estimated cumulative cost to repair the fountains is \$32,000. Repairs will begin immediately and completion is anticipated by the middle of November.

At the July 16 Council meeting, Staff requested to increase the frequency of service to the fountains from once per week to twice per week to improve water quality issues. A request for a supplemental appropriation was not included in the July 16 staff report as Staff believed sufficient funds were available. However, once requisitions for the new fiscal year were processed, Staff realized the error in calculating the available funds. A supplemental appropriation is necessary for \$18,000 to increase the frequency of service for this fiscal year.

**FISCAL IMPACT:**

Funds are available in account 275 fund balance, State Highway 111/IWGR LLMD.



10/15/2015

File #: 1243-15 Item #: C.

***Indian Wells City Council***  
***Staff Report - Marketing***

***October 15, 2015***

**2015-16 Resident Calendar of Events**

**RECOMMENDED ACTION:**

Community Activities Committee recommends the Council **APPROVES** the Resident Calendar of Events for Fiscal Year 2015-16.

**DISCUSSION:**

The Community Activities Committee, on October 8, 2015 unanimously approved the 2015-16 resident Calendar of Events. The calendar currently has twelve events scheduled, with the addition of an entertainment/lecture, pending staff research and committee approval.

Wednesday, October 28	Modernism Lecture
Wednesday, November 11	Veteran's Day
Thursday, November 12	Welcome Back Party
Tuesday, December 8	Wildlights
Wednesday, January 13	Sunnylands
Friday, February 19	Modernism Week Tour -IW
Sunday, February 21	Day at Polo
Thursday, February 25	Resident Party
Saturday, March 5 (tentative)	Pet Adoption/Clinic
Wednesday, March 9	Resident Golf Tournament
Thursday, March 10	Resident Day BNP Paribas Open (Social)
Monday, May 30	Memorial Day

**FISCAL IMPACT:**

No fiscal impact, the events are budgeted under Community Activities.