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# City Council Meeting Agenda

Thursday, November 5, 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. [1272-15](#)                      **Mini Muster Recognition Day Presentations**
  
- B. [1273-15](#)                      **The Living Desert Celebrating the Past and Future Plans**

**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-149-15](#) **Greater Palm Springs Convention & Visitors Bureau Amended and Restated Joint Powers Agreement**

**RECOMMENDED ACTION:**

Council **ADOPTS** Resolution approving the Greater Palm Springs Convention & Visitors Bureau Amended and Restated Joint Powers Agreement.

**Attachments:** [Resolution](#)

B. [1270-15](#) **Emergency Fred Waring Drive Roadway Repair**

**RECOMMENDED ACTIONS:**

Council **AWARDS** a contract to Lippert Construction for the emergency roadway repair of Fred Waring Drive due to the September 19, 2015 water main rupture; and

**APPROVES** a requisition for \$67,074 for Lippert Construction for same; and

**APPROVES** supplemental appropriation for \$68,560 to reimburse Public Works Department Operations Budget for the emergency Fred Waring Drive roadway repair costs; and

**AUTHORIZES** and **DIRECTS** the Finance Department to account for the expense of the emergency roadway repair costs and the associated revenues from the reimbursement by Coachella Valley Water District for same.

**Attachments:** [Lippert Agreement](#)

[Requisition](#)

C. [RES-148-15](#) **Employee CalPERS Contributions**

**RECOMMENDED ACTIONS:**

Council **ADOPTS** a Resolution establishing an employer paid member contribution rate of six percent (6%) in Fiscal Year 2015/16 and four percent (4%) in Fiscal Year 2016/17 and thereafter; and

**ADOPTS** a Resolution establishing employer paid member contributions for employees not subject to the Public Employees' Pension Reform Act (PEPRA) regulations as tax deferred per Internal Revenue Code 414(h)(2).

**Attachments:** [Resolution \(contribution rates\)](#)

[Resolution \(tax status\)](#)

**D. [1269-15](#)                      October 15, 2015 City Council Meeting Minutes****RECOMMENDED ACTION:**

Council **APPROVES** the October 15, 2015 City Council Meeting Minutes.

***Attachments:***    [10-15-15 Minutes](#)

**E. [1271-15](#)                      Treasurer's Report for July 2015****RECOMMENDED ACTION:**

Council **RECEIVES** and **FILES** the City Treasurer's Report for July, 2015.

***Attachments:***    [Treasurer's Report July 2015](#)

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

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

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

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

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

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

**H. [1274-15](#)                      FAMD Warrants and Demands****RECOMMENDED ACTION:**

Council **APPROVES** the November 5, 2015 FAMD Warrants and Demands.

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

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

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

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

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

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

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

**K. [1275-15](#) City Warrants and Demands****RECOMMENDED ACTION:**

Council **APPROVES** the November 5, 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. [1266-15](#) Request to Place on a Future Agenda Discussion  
Regarding Request for Proposals for Legal Services**
- B. [1267-15](#) Request to Place on a Future Agenda Discussion  
Regarding Randy Nolen's Request for Investigation**
- C. [1268-15](#) Request to Place on a Future Agenda Discussion  
Regarding Opinion Survey on CV Link**

**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 Commision  
CVAG Public Safety  
Indian Wells Golf Resort Advisory Committee  
Indian Wells Finance and Legal Services Oversight Committee  
Indian Wells Public Safety Committee  
Tee Commitee

### **B. Council Member Hanson**

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

### **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 special closed session meeting of the City Council to be held at 10:00 a.m. on November 19, 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 November 19, 2015 in the City Hall Council Chambers.

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

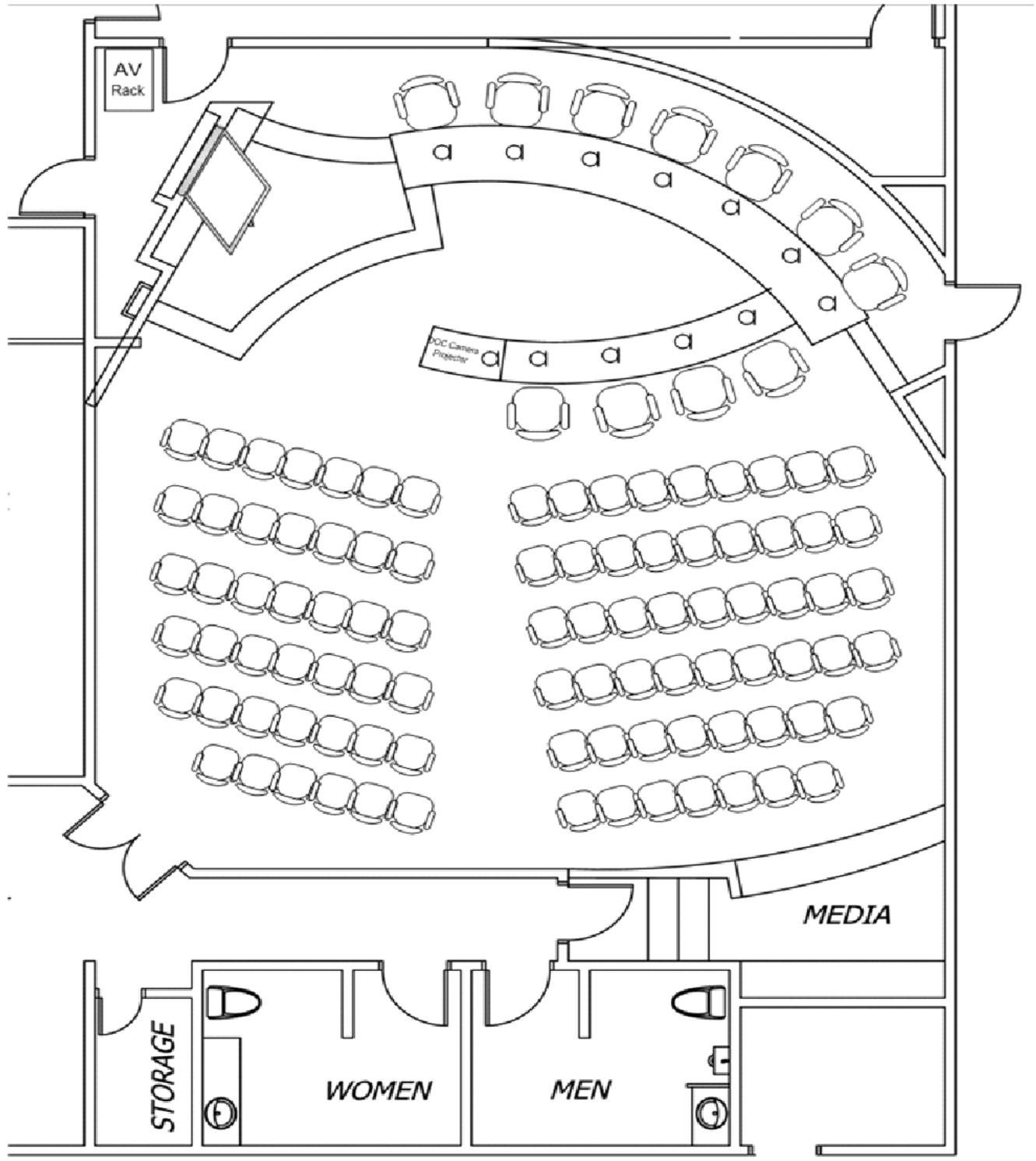
Affidavit of Posting

I, Anna Grandys, certify that on October 30, 2015, I caused to be posted a notice of a City Council Meeting to be held on November 5, 2015 at 1:30 p.m. in the City Hall Council Chambers.

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

A handwritten signature in black ink, appearing to read 'Anna Grandys', written over a horizontal line.

Anna Grandys  
City Clerk





# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

11/5/2015

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File #: 1272-15 Item #: A.

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## Mini Muster Recognition Day Presentations



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

11/5/2015

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File #: 1273-15 Item #: B.

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## **The Living Desert Celebrating the Past and Future Plans**

City Council Meeting    November 5, 2015

Mayor Peabody-----. My name is Denny Booth a full time resident of Indian Wells going on seventeen years. During this time I have attended many Indian Wells City Council Meetings. My comments today regard Douglas Hanson our present longest serving council member. And if he chooses to run for re-election in November 2016, in my opinion he will win in a land slide.

Douglas Hanson, Percy Byrd and Greg Johnson - City Manager in my opinion have been the only qualified individuals to serve the residents of Indian Wells. Percy Byrd many times reminding the council members they were in violation of the Brown Act. City Manager Greg Johnson successfully leading the efforts with others including former tennis stars, to keep the Indian Wells Tennis Garden in our city.

Doug has grown in stature during his time on the council. And was complemeted by the other council members for his services when he was Mayor. Due to an error by our city attorney writing an ordinance, will join Patrick Mullany, as the only members to be mayor ONCE during their eight Years on the council. If the ordinance is not changed, even when Doug is re-elected it is possible that he will not be able to be mayor of the city

during those four (4) additional years.

Due to the three minute time constraint, I only have time to say thank you  
Doug for serving our residents well.



11/5/2015

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File #: RES-149-15 Item #: A.

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

**Greater Palm Springs Convention & Visitors Bureau Amended and Restated Joint Powers Agreement**

**RECOMMENDED ACTION:**

Council **ADOPTS** Resolution approving the Greater Palm Springs Convention & Visitors Bureau Amended and Restated Joint Powers Agreement.

**DISCUSSION:**

The following member cities have adopted the Amended and Restated Joint Powers Agreement: Cathedral City, Desert Hot Springs, La Quinta, Rancho Mirage, and Palm Springs.

**Background**

The Palm Springs Desert Resort Communities Convention and Visitors Authority, now known as the "Greater Palm Springs Convention & Visitors Bureau" or "CVB" is a joint powers authority operating under the Joint Exercise of Powers Act (California Government Code §§6500 et seq.)

The CVB was formed in 1989. The operative legal document governing the CVB as a joint powers authority is the Joint Powers Agreement, originally executed in 1989 and subsequently amended on multiple occasions, most recently on or about June 18, 2002 ("2002 Agreement"). In order to remain current with applicable law and to maximize the CVB's ability to encourage, promote, and enhance all aspects of the hospitality, convention and tourism industry throughout all parts of the Coachella Valley, to the benefit of the member organizations and their citizens, the CVB's Executive Committee has approved the attached Amended and Restated Joint Powers Agreement ("Amended Agreement").

The Amended Agreement reflects current law and makes changes to the 2002 Agreement as recommended by the Hospitality Industry and Business Council (now known as the Board of Directors), the CVB's CEO/President and the CVB's General Legal Counsel. The draft of the Amended Agreement was circulated for review and input to members of the Technical Advisory Committee ("TAC") which consists of all the CVB members' city managers and an executive officer of the

County. Several meetings were also held with several CVB members' staff members for their respective input. After extensive review and input from all interested parties, the attached draft was presented to the CVB Executive Committee for its consideration and was adopted and approved by the CVB Executive Committee on March 20, 2015.

### Summary of key provision of amended agreement

The Amended Agreement contains the following key provisions and modifications from the previous version of its JPA Agreement:

- The Amended Agreement contains a "Recitals" section, which was not included in the 2002 Agreement. Recitals are generally used for amended and restated agreements such as this in order to describe the background of the agreement and the intent of the parties in entering into the agreement. The recitals here state the members of the CVB and their intent that the Amended Agreement shall amend, restate, and supersede the prior agreement in its entirety. The Amended Agreement also contains a revised "Definitions" section in order to properly facilitate the operation of its substantive provisions.
- The official name of the CVB is now the "Greater Palm Springs Convention & Visitor Bureau, rather than the "Palm Springs Desert Resort Communities Convention and Visitors Authority" as stated in the 2002 Agreement.
- The stated purpose of the CVB is to form a joint powers authority to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley, and to attract visitors from markets, all to the benefit of the member organizations and their citizens. This provision is unchanged from the 2002 Agreement.
- The members of the CVB are Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage and the County of Riverside. Additional members may be added by two-thirds vote of the Executive Committee which must be approved by a unanimous vote of the CVB members' legislative bodies. The members remain unchanged.
- The governing body of the CVB is the Executive Committee, which is comprised of an elected official for each city member of the CVB and a County Senior Staff member appointed by the Riverside County Board of Supervisors to represent the County of Riverside. This provision remains unchanged, but the Amended Agreement expressly provides that only those members

of the Executive Committee whose agencies pay the CVB its member contributions shall be entitled to vote.

- The Amended Agreement sets forth a more detailed yet non-exhaustive list of the powers that the Executive Committee possesses pursuant to state law; the powers are similar to those stated in the 2002 Agreement, but also include the power to select staff members other than city managers to serve on the appointed technical advisory committee, and the power to retain legal counsel.
- The Amended Agreement sets forth the territorial boundaries of the CVB, which remain unchanged from the 2002 Agreement. However, the Amended Agreement also includes a map of the boundaries attached as Exhibit A to the Amended Agreement. The boundaries may be changed by two-thirds vote of the Executive Committee which must be approved by a unanimous vote of the CVB members' legislative bodies.
- The Amended Agreement sets forth the precise formula for calculating members' contributions, specifically 0.15% gross room rental revenue for "Non-Convention Hotels" and 0.35% of gross room rental revenue for "Convention Hotels." The formula may be changed by two-thirds vote of the Executive Committee which must be approved by a unanimous vote of the CVB members' legislative bodies. The 2002 Agreement addressed contributions in an exhibit rather than in the agreement itself.
- The Amended Agreement maintains the conditions imposed upon members who wish to withdraw from the CVB largely intact, but does away with the requirement of thirteen months' notice of withdrawal as provided in the 2002 Agreement.
- The Amended Agreement sets forth a detailed, non-exhaustive list of the powers that the CVB possesses as a joint powers authority pursuant to state law. The list includes all of the powers specified in the 2002 Agreement and also includes several others, such as the power to engage independent contractors and legal counsel; to acquire and dispose of real or personal property; to raise revenue for any public purpose that is consistent with the CVB's purpose; to form, renew and modify improvement districts such as the CVB's Tourism Marketing District; to form a non-profit corporation or other affiliated non-profit entities; to adopt and enforce rules, regulations, resolutions and ordinances to carry out the CVB's purposes; and to invest money from its treasury that is not required for immediate necessities.

- The CVB's President/CEO, Finance Director and Treasurer are required by state law to file an official bond in an amount determined by the Executive Committee. The Amended Agreement sets forth this requirement expressly, whereas the 2002 Agreement did not.
- Without change from the 2002 Agreement, the Amended Agreement provides that the Executive Committee shall designate a treasurer and auditor.
- The Amended Agreement enumerates the Treasurer's duties, which are substantively similar to those duties enumerated in the 2002 Agreement. However, the Amended Agreement reflects the updated state law requirements.
- The Amended Agreement, like the 2002 Agreement, requires the Treasurer to arrange for independent audits, but the Amended Agreement refers to current state law on this issue. There is no substantive change in the enumerated duties of the auditor between the Amended Agreement and the 2002 Agreement.
- The Amended Agreement, like the 2002 Agreement, provides for California law as the law applicable to the agreement and for the County of Riverside to be the venue for any lawsuit arising out of the agreement.

## **FISCAL IMPACT:**

There will be no fiscal impact in the City since the contributions formulas have not changed. However, with respect to those jurisdictions that provide incentive TOT rebates, the amounts of the TOT rebates will not be included in the gross TOT receipts that the contribution percentage is based upon.

## **ATTACHMENT:**

1. Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, APPROVING THE GREATER PALM SPRINGS CONVENTION & VISITORS BUREAU (CVB) AMENDED AND RESTATED JOINT POWERS AGREEMENT**

**WHEREAS**, the Greater Palm Springs Convention & Visitors Bureau (“CVB”) is a joint powers authority operating under the Joint Exercise of Powers Act (California Government Code Section 6500 et seq.), located in the County of Riverside, State of California; and

**WHEREAS**, the CVB was formed in 1989 and the operative legal document governing the CVB as a joint powers authority is the Joint Powers Agreement, originally executed in 1989 and subsequently amended on multiple occasions, most recently on or about June 18, 2002 (“2002 Agreement”); and

**WHEREAS**, the purpose of the CVB, as set forth in the CVB Joint Powers Agreement, is to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from national and international markets, all to the benefit of the member organizations and their constituents via the exercise of all the expressed and implied powers the CVB members have in common; and

**WHEREAS**, in order to remain current with applicable law and to maximize the CVB’s ability to encourage, promote, and enhance all aspects of the hospitality, convention and tourism industry throughout all parts of the Coachella Valley, to the benefit of the member organizations and their citizens, the CVB’s Executive Committee has approved the attached Amended and Restated Joint Powers Agreement (“Amended Agreement”); and

**WHEREAS**, the Amended Agreement reflects current law and makes changes to the 2002 Agreement as recommended by the Hospitality Industry and Business Council (now known as the Board of Directors), the CVB’s CEO/President and the CVB’s General Legal Counsel; and

**WHEREAS**, the draft of the Amended Agreement was circulated for review and input to members of the Technical Advisory Committee (“TAC”) which consists of all the CVB members’ city managers and an executive officer of the County and several meetings were also held with several CVB members’ staff members for their respective input; and

**WHEREAS**, after extensive review and input from all interested parties, the attached draft was presented to the CVB Executive Committee for its consideration and was adopted and approved by the CVB Executive Committee on March 20, 2015.

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

**SECTION 1. Recitals.** That the recitals set forth hereinabove are true and correct.

**SECTION 2. Approval.** The City Council hereby **APPROVES** the Greater Palm Springs Convention & Visitors Bureau (CVB) Amended and Restated Joint Powers Agreement as set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

**SECTION 3. Repeal of Conflicting Provisions.** That all provisions of any prior resolutions or agreements that are in conflict with the provisions of this Resolution are hereby repealed.

**Section 4. Effective Date.** This Resolution shall take effect upon its adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Indian Wells, California, at a regular meeting held on this 5<sup>th</sup> day of November, 2015.

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**TY PEABODY  
MAYOR**

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

I, Anna Grandys, City Clerk of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Indian Wells on the 5<sup>th</sup> day of November, 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"**

Greater Palm Springs Convention & Visitors Bureau

**JOINT POWERS AGREEMENT**  
("Amended and Restated Agreement")

A California Joint Powers Authority  
Created Pursuant to California Government Code Section 6500, et seq.

DATE

Table of Contents

[TO BE COMPLETED UPON ADOPTION]

This Joint Powers Agreement is entered hereto by and between the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, each an independent municipal corporation located in the County of Riverside, State of California, the County of Riverside, a political subdivision of the State of California, pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the California Government Code. ("Agreement"). The parties to this Agreement are individually referred to herein as "CVB Member" and collectively as "CVB Members."

### **RECITALS**

**WHEREAS**, pursuant to the Joint Exercise of Powers Act, if authorized by their legislative or other governing bodies, two or more public agencies which include, but are not limited to, a county or city, may jointly exercise any power common to the contracting parties via a Joint Powers Agreement creating a Joint Powers Authority ("JPA"); and

**WHEREAS**, the CVB Members entered into the original joint powers agreement on February 8, 1989, for the purpose to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from a world-wide market, all to the benefit of the member organizations and their citizens via the exercise of all the expressed and implied powers the CVB Members have in common; and

**WHEREAS**, it is intended by the CVB Members that this Agreement shall be amendatory of the original joint powers agreement dated February 8, 1989, including any subsequent amendments ("Initial Agreement"), and shall restate, amend and supersede the Initial Agreement in its entirety as of the Effective Date; and

**WHEREAS**, the CVB Members, consisting of the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside have consented to renaming the JPA to the "Greater Palm Springs Convention & Visitors Bureau" ("CVB") for all purposes.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, and intending to be legally bound hereby, the CVB Members hereby covenant and agree as follows:

### **AGREEMENT**

#### **Section 1. Definitions**

The following words, terms and phrases shall have the following meanings:

"Advisory Board" shall mean the board appointed by the JPA Executive Committee for the purposes described in paragraph (c) of Section 10.

“Additional Members” shall mean qualified organizations that may be added as members of CVB as described in Section 8.

“Convention Hotel” shall mean a hotel with 50 rooms or greater that provides facilities and services designed to host meetings or gatherings within or upon the same premises of the hotel or within a facility (for example: convention centers, auditoriums, outdoor venues, etc.) that is in close proximity of the hotel.

“CVB Fiscal Year” shall mean the period commencing July 1 of every year and ending June 30 of the following calendar year.

“CVB Member” shall mean an organization that is party to this Agreement.

“CVB Members” shall mean, collectively, the organizations that have entered into this Agreement.

“CVB Member Contributions” shall mean the annual contribution amounts duly established pursuant to Section 12.

“Greater Palm Springs Convention & Visitors Bureau” or “CVB” shall mean the Joint Powers Authority formed by the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside.

“Lodging Establishments,” as referenced in Section 10, Paragraph C, shall mean any structure, which is occupied or intended or designed for use or occupancy by transients, including but not limited to hotel, resort, motel, inn and individually owned structures; single family homes, duplexes, triplexes, mobile homes, or any private dwelling utilized for short term rental and subject to local transient occupancy tax.

“Joint Exercise of Powers Act” shall mean California Government Code sections 6500-6536.

“JPA Executive Committee” shall mean the CVB’s governing body formed for the purposes and having the powers and duties set forth in Section 10.

A “Non-Convention Hotel” shall mean any structure, with the exception of the previously defined “Convention Hotels,” or any portion of any structure which is occupied or intended or designed for use or occupancy by transients including, but not limited to, dwelling, lodging or sleeping purposes and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, campground, mobile home or house trailer at a fixed location, or other like structure or portion thereof. Non-Convention Hotel includes a recreational vehicle, as defined in Cal. Health & Safety Code § 18010 and campgrounds.

“Partner” shall mean a non-governmental entity whose business and activities are directly related to the convention or tourism industry and the purposes of this Agreement.

“President and Chief Executive Officer” shall mean the individual employed by CVB, who is responsible for professionally supervising, managing and administering CVB’s day-to-day affairs as described in paragraph (e) of Section 10 and elsewhere in this Agreement.

“Technical Advisory Committee” shall mean the committee which may be appointed by a majority vote of CVB’s JPA Executive Committee for the purposes described in paragraph (d) of Section 10.

“Treasurer” shall mean the individual appointed by CVB’s JPA Executive Committee to serve the functions described at Section 19 and may be the same individual appointed as Auditor.

**Section 2. Incorporation of Recitals**

The foregoing recitals are incorporated into this Agreement by this reference as though fully set forth herein.

**Section 3. Purpose**

The purpose of this Agreement is to form a joint powers authority to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from national and international markets, all to the benefit of the CVB Members and their constituents.

**Section 4. Name**

The name of the JPA shall be the “Greater Palm Springs Convention & Visitors Bureau” (“CVB”) or such other name that may be changed at any time by a resolution approved and adopted by a two-thirds vote of the entire JPA Executive Committee.

**Section 5. Initial Agreement Superseded – Effective Date**

It is intended by the CVB Members that this Agreement shall be amendatory of the Initial Agreement and shall restate, amend and supersede the Initial Agreement. Upon its Effective Date, this Agreement shall govern the relationship of the CVB Members. This Agreement shall become effective on the date this Agreement is approved by a two-thirds vote of the entire membership of the JPA Executive Committee and a two-thirds vote of the CVB Members’ legislative bodies (“Effective Date”).

**Section 6. Termination**

(a) This Agreement may be terminated by unanimous vote of all the CVB Members’ legislative bodies provided, however, the foregoing shall not be construed as limiting the rights of a CVB Member to withdraw its membership in the JPA, and thus terminate this Agreement with respect to such withdrawing CVB Member as described in Section 13; and

(b) Pursuant to section 6512 of the Government Code, upon termination of this Agreement and dissolution of the JPA, any surplus money on hand with the JPA shall be returned to the CVB Members' treasuries in proportion to the CVB Member Contributions made by the respective CVB Member to the JPA.

**Section 7. CVB Members**

The members of the JPA shall consist of the parties to this Agreement which include the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside.

**Section 8. Additional Members**

Additional CVB Members that qualify to join a joint powers authority under the Joint Exercise of Powers Act may be added as CVB Members at any time by a two-thirds vote of the of the entire JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

**Section 9. Governing Body**

(a) The governing body of the JPA shall be known as the JPA Executive Committee and it shall be comprised of: (i) a duly elected or appointed council member of each city CVB Member; and (ii) a member of the Riverside County Board of Supervisors.

(b) Only those members of the JPA Executive Committee, whose agencies pay the CVB Member Contributions, as set forth in this Agreement, shall be entitled to vote.

**Section 10. JPA Executive Committee – Powers and Duties**

The JPA Executive Committee, consistent with this Agreement and all applicable laws, shall exercise all the powers and perform all duties necessary to conduct the business of the JPA, either directly or by delegation of its authority, as the JPA Executive Committee deems appropriate, which shall include but not be limited to the following:

(a) Adopt bylaws or rules of procedure to provide for the organization and administration of the JPA, as the JPA Executive Committee deems appropriate by a majority vote of the JPA Executive Committee;

(b) Approve and adopt a budget for the JPA prior to the commencement of the JPA's subsequent fiscal year, the term of which shall be set by a majority vote of the JPA Executive Committee;

(c) Appoint an advisory board consisting of any number of persons associated with the local hospitality industry, which may include, but not be limited to, those who own, manage, govern or serve in senior staff positions for Lodging Establishments or businesses, eateries,

public and private regional sports facilities, public and private museums, public and private convention and conference facilities, commercial air transport facilities, commercial ground transportation businesses, plus any other persons from any other industry deemed appropriate by the JPA Executive Committee;

(d) Appoint from time to time, if deemed necessary by a majority vote of the JPA Executive Committee, a Technical Advisory Committee (TAC) consisting of a staff member employed by each CVB Member as designated by the respective JPA Executive Committee member, for purposes of advising the JPA Executive Committee on any technical issues of the JPA that the JPA Executive Committee may need advice on;

(e) Employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day-to-day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as the JPA Executive Committee may designate;

(f) Retain an individual licensed to practice law in the State of California who shall serve as General Legal Counsel for the JPA and who shall assist the JPA with any legal assistance as may be requested by the JPA Executive Committee or President/Chief Executive Officer or their authorized designees; and

(g) Create any committees, sub-committees, advisory committees and advisory boards, as deemed necessary by a majority vote of the JPA Executive Committee, to advance and/or achieve the purposes set forth in this Agreement.

(h) Pursuant to Section 6509 of the Government Code, the powers set forth in this Agreement shall be subject to the restrictions upon the manner of exercising such similar powers as are imposed on the City of Rancho Mirage in the exercise of similar powers.

**Section 11. Territorial Boundaries**

The JPA's territorial boundaries include the lands situated within the unincorporated areas of the Coachella Valley situated in the County of Riverside and the lands situated within the jurisdictional boundaries of the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, Palm Desert and Rancho Mirage, as depicted in Exhibit A of this Agreement. The territorial boundaries of the CVB may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies.

**Section 12. Contributions**

(a) Each CVB Member shall pay to the JPA the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies. The provisions of this section may only be changed or amended with a unanimous vote of the JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies.

A contribution from each of the CVB Members is a funding mechanism equal to:  
.0015 x Gross Room Rental Revenue for Non-Convention Hotels and  
.0035 x Gross Room Rental Revenue for Convention Hotels

(b) The Gross Hotel Room Rental Revenue described herein shall not include any transient occupancy tax rebate incentives provided by the CVB Members.

**Section 13. Withdrawal**

Any Party may withdraw as a CVB Member and the obligations under this Agreement subject to the following conditions:

(a) The withdrawing CVB Member's legislative body submits a duly adopted resolution to the JPA Executive Committee providing Notice of Withdrawal.

(b) The effective date of withdrawal shall always be the last day of the CVB's Fiscal Year.

(c) All CVB Member Contributions must be paid in full by the withdrawing CVB Member through the end of the current CVB Fiscal Year of the year when the withdrawing CVB Member provides its Notice of Withdrawal as well as the following CVB Fiscal Year.

(d) After giving notice of withdrawal, a withdrawing CVB Member shall not have voting privileges on the JPA Executive Committee except for operating budget items through the effective date of withdrawal.

(e) A withdrawing CVB Member may again become a party to this Agreement on condition that it pays to the treasury of the CVB an amount equal to all CVB Member Contributions which the withdrawing CVB Member would have been required to pay if it had not withdrawn from participation.

(f) Partners within the territorial boundaries of the CVB may remain active Partners as long as their respective government entity is a CVB Member and during the period of their CVB Member's withdrawal from the Joint Powers Agreement.

**Section 14. Separate Entity**

Pursuant to section 6507 of the Government Code, this JPA shall at all times be an independent public entity separate from the parties to this Agreement, and the debts, liabilities and obligations of the JPA shall be its sole responsibility and shall not become the debts, liabilities, or obligations of any one CVB Member except that any CVB Member may separately contract for, or assume responsibility for specific debts, liabilities, or obligations of the JPA.

**Section 15. Powers of the JPA**

Pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the California Government Code, this JPA shall have the authority to exercise any power common to the contracting parties, including without limitation any of the following:

- (a) The power to make, enter into and perform all necessary contracts;
- (b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;
- (c) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;
- (d) The power to acquire, construct, manage, maintain or operate any building, works or improvements;
- (e) The power to acquire by purchase, grant, gift, lease or other lawful means any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
- (f) The power to hold any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
- (g) The power to sell, lease or otherwise dispose of any real or personal property including exchanging equivalent properties if it is deemed to be in the best interests of the JPA;
- (h) The power to donate any surplus real or personal property to any public agency or nonprofit organization;
- (i) The power to incur debts, liabilities or obligations, including without limitation the power to borrow money, give security therefore, and purchase on contract;
- (j) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means other than levying a tax or assessment beyond the scope of those assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets &

Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq;

(k) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., which authorizes joint powers agencies to establish parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion. Approval of this agreement by the CVB Members constitutes consent: (i) to the formation of the Greater Palm Springs Convention & Visitors Bureau Tourism Marketing District adopted pursuant to Ordinance No. 2013-001, including all proceedings and actions previously taken by the CVB in connection with formation of the said district (“2013 TMD”); (ii) to form an improvement district not to exceed an assessment rate of one percent (1%) on Lodging Establishments not currently being assessed under the 2013 TMD or the Palm Springs Desert Resort Communities Tourism Business Improvement District established by Ordinance No. 883 of the County of Riverside (“Tourism BID”); and (iii) to consolidate the 2013 TMD and Tourism BID as long as the overall assessment rate does not exceed three percent (3%) on the entities currently being assessed therein;

(l) The power to adopt rules, regulations, resolutions and ordinances that may be necessary or proper to carry out the purposes and intent of the JPA;

(m) The power to enforce rules, regulations, resolutions and ordinances for the administration, maintenance and operation of the JPA;

(n) The power to enter into joint powers agreements pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the Government Code;

(o) The power to provide insurance pursuant to section 989 of the Government Code, et seq.;

(p) The power to sue and be sued in the name of the JPA;

(q) The power to conduct certain activities of the JPA in any state or territory of the United States of America or in any foreign country, related to promoting and marketing all aspects of the hospitality, convention and tourism industry in the Coachella Valley for the purpose of attracting visitors from national and international markets, as permitted pursuant to Government Code section 37110;

(r) The power to travel domestically and internationally that is necessary or proper to carrying out the purposes and intent of the JPA;

(s) The power to provide staff and resource support, financial assistance and subsidies to other public agencies, non-profit organizations and the private sector for purposes consistent with the purpose and intent of the JPA;

- (t) The power to lobby on behalf of travel and tourism;
- (u) The power to form a non-profit corporation or other affiliated non-profit entities for the purpose of promoting and enhancing all aspects of the hospitality, convention and tourism industry; and
- (v) The power to take any and all actions necessary for, or incidental to, the powers expressed or implied by this Agreement and all applicable laws.

**Section 16. Power to Invest**

Pursuant to Government Code section 6509.5, the JPA shall have the power to invest any money in its treasury pursuant to the provisions set forth in Government Code section 6505.5 that is not required for the immediate necessities of the JPA, as the JPA may determine from time to time is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code section 53601.

**Section 17. Bonding**

Pursuant to Government Code section 6505.1, individuals occupying the following positions shall file an official bond in an amount deemed sufficient by the JPA Executive Committee:

- (a) President/Chief Executive Officer;
- (b) Director of Finance; and
- (c) Treasurer.

**Section 18. Treasurer and Auditor – Designations**

Pursuant to Government Code section 6505.6, the JPA Executive Committee shall designate by resolution an officer or employee of the JPA to fill the functions of Treasurer and Auditor of the JPA, and the JPA Executive Committee may appoint one qualified person to serve as both Treasurer and Auditor or two qualified persons to serve as each separately.

**Section 19. Treasurer – Duties and Responsibilities**

Pursuant to section 6505.5 Government Code, the Treasurer shall do all of the following:

- (a) Receive and receipt (account) for all money of the JPA and place it in the treasury of the Treasurer so designated to the credit of the JPA;
- (b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all JPA money so held by the Treasurer;

(c) Pay, when due, out of money of the JPA held by the Treasurer, all sums payable on outstanding bonds and coupons of the JPA;

(d) Pay any other sums due from the JPA from JPA money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement; and

(e) Verify and report in writing on the first day of July, October, January and April of each year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties the amount of money the Treasurer holds for the JPA, the amount of receipts since the Treasurer's last report, and the amount paid out since the Treasurer's last report.

**Section 20. Independent Audit**

Pursuant to section 6505.6 of the Government Code, the Treasurer shall cause an independent audit to be made by a certified public accountant or public accountant, in compliance with section 6505 of the Government Code.

**Section 21. Auditor's Duties**

The Auditor shall perform the following duties:

(a) Review and recommend to the JPA Executive Committee accounting procedures and policies governing the JPA;

(b) Review and approve all demands listed on the Warrant Registers prior to submittal to the JPA Executive Committee;

(c) Review payroll registers at least monthly;

(d) Review all financial reports being submitted to the JPA Executive Committee and make the JPA Executive Committee aware of any discrepancies or potential problems in the reports;

(e) Review investments made by the President or Treasurer;

(f) Review the audit report prepared by a Certified Public Accounting firm prior to finalization of the report and submittal to the JPA Executive Committee; and

(g) Assist staff in the selection of the Certified Public Accounting firm.

**Section 22. Severability**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, if any, of

this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

**Section 23. Waiver**

All waivers must be in writing to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action.

**Section 24. Amendments**

This Agreement may be amended from time to time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

**Section 25. Ambiguities or Uncertainties**

The CVB Members have mutually negotiated the terms and conditions of this Agreement and each CVB Member received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of all CVB Members and none of the CVB Members shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of any CVB Member.

**Section 26. Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**Section 27. Venue**

In the event that suit is brought by any party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

**Section 28. Notices**

Any notice or communication required hereunder between the JPA and the CVB Members shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address

to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attention: City Manager	City of Desert Hot Springs 11711 West Drive Desert Hot Springs, CA 92240 Attention: City Manager
City of Indian Wells 44950 El Dorado Indian Wells, CA 92210 Attention: City Manager	City of Indio 100 Civic Center Mall Indio, CA 92201 Attention: City Manager
City of La Quinta 8495 Calle Tampico La Quinta, CA 92253 Attention: City Manager	City of Palm Desert 73510 Fred Waring Drive Palm Desert, CA 92260 Attention: City Manager
City of Palm Springs 3200 East Tahquitz Canyon Way Palm Springs, CA 92262 Attention: City Manager	City of Rancho Mirage 69-825 Highway 111 Rancho Mirage, CA 92270 Attention: City Manager
County of Riverside County Administration Center 4080 Lemon Street Riverside, California 92501 Attention: County Clerk	

**Section 29. Counterparts**

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

**Section 30. Privileges and Immunities**

Pursuant to section 6513 of the Government Code, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any the Parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties performed extraterritorially under the provisions of this Agreement.

**IN WITNESS WHEREOF**, the duly authorized representatives of the CVB Members have each executed this Agreement.

<p><b>CITY OF CATHEDRAL CITY</b></p> <p>_____</p> <p>Stan Henry, Mayor</p> <p>_____</p> <p>Charles McClendon, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Gary F. Howell, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Charles R. Green, City Attorney</p>	<p><b>CITY OF DESERT HOT SPRINGS</b></p> <p>_____</p> <p>Adam Sanchez Jr., Mayor</p> <p>_____</p> <p>Martin Magana, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Jerryl Soriano, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Steven B. Quintanilla, City Attorney</p>
<p><b>CITY OF INDIAN WELLS</b></p> <p>_____</p> <p>Ty Peabody, Mayor</p> <p>_____</p> <p>Wade McKinney, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Anna Grandys, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Stephen P. Deitsch, City Attorney</p>	<p><b>CITY OF INDIO</b></p> <p>_____</p> <p>Lupe Ramos Watson, Mayor</p> <p>_____</p> <p>Dan Martinez, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Cynthia Hernandez, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Roxanne Diaz, City Attorney</p>

<p><b>CITY OF LA QUINTA</b></p> <p>_____</p> <p>Linda Evans, Mayor</p> <p>_____</p> <p>Frank J. Spevacek, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Susan Maysels, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>M. Katherine Jenson, City Attorney</p>	<p><b>CITY OF PALM DESERT</b></p> <p>_____</p> <p>Susan Marie Weber, Mayor</p> <p>_____</p> <p>John M. Wohlmuth, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Rachelle D. Klassen, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>David J. Erwin, City Attorney</p>
<p><b>CITY OF PALM SPRINGS</b></p> <p>_____</p> <p>Stephen Pougnet, Mayor</p> <p>_____</p> <p>David H. Ready, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>James Thompson, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Douglas Holland, City Attorney</p>	<p><b>CITY OF RANCHO MIRAGE</b></p> <p>_____</p> <p>G. Dana Hobart, Mayor</p> <p>_____</p> <p>Randal Bynder, City Manager</p> <p>ATTEST:</p> <p>_____</p> <p>Cynthia Scott, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Steven B. Quintanilla, City Attorney</p>

**COUNTY OF RIVERSIDE**

\_\_\_\_\_  
Marion Ashley, Chairman

\_\_\_\_\_  
Jay Orr, County Executive Officer

ATTEST:

\_\_\_\_\_  
Kecia Harper-Ihem, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory P. Priamos, County Counsel

EXHIBIT A  
TERRITORIAL BOUNDARIES



11/5/2015

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File #: 1270-15 Item #: B.

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

Emergency Fred Waring Drive Roadway Repair

RECOMMENDED ACTIONS:

Council AWARDS a contract to Lippert Construction for the emergency roadway repair of Fred Waring Drive due to the September 19, 2015 water main rupture; and

APPROVES a requisition for \$67,074 for Lippert Construction for same; and

APPROVES supplemental appropriation for \$68,560 to reimburse Public Works Department Operations Budget for the emergency Fred Waring Drive roadway repair costs; and

AUTHORIZES and DIRECTS the Finance Department to account for the expense of the emergency roadway repair costs and the associated revenues from the reimbursement by Coachella Valley Water District for same.

DISCUSSION:

On September 19, 2015 a Coachella Valley Water District (CVWD) water main ruptured and damaged three lanes of eastbound Fred Waring Drive. Pressure from the waterline lifted asphalt, damaged 200-feet of the roadbed, and caused the closure of all eastbound lanes, east of Eldorado Drive. CVWD requested the City be the lead agency on the roadway repair, and agreed to reimburse the City for the expense of the road repair.

The City on an emergency basis contracted with Lippert Construction for roadway repair; Southern California Soils & Testing, Inc. for soils testing and reports for compaction; CleanStreet to sweep the roadway debris associated with the damaged pipe; and Tops and Barricades provided the traffic control. CVWD directly paid for traffic control.

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File #: 1270-15 Item #: B.

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The CVWD reimbursable Fred Waring Drive roadway repair costs are as follows:

Lippert Construction - road repair	\$67,074
SCS&T - soils testing	\$1,188
CleanStreet - street sweeping	\$298
Total	\$68,560

#### FISCAL IMPACT:

The City submitted an invoice for \$68,560 to CVWD for the emergency roadway repair of Fred Waring Drive, and the CVWD payment will be reimbursed to the General Fund.

#### ATTACHMENT:

1. Lippert Contract
2. Requisition



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

**FRED WARING DRIVE CVWD PIPELINE FAILURE  
EMERGENCY REPAIR SERVICES**

**1. PARTIES AND DATE.**

This Contract is made and entered into this **19<sup>th</sup> of September, 2015** by and between the **City of Indian Wells**, a municipal corporation and charter City in the State of California with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210-7497 (“City”) and **Lippert Construction, Inc.**, a **California Corporation** with its principal place of business at **P.O. Box 5477, La Quinta CA 92253** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

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

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

2.3 Project. City desires to engage Contractor to render such services for the **Roadway Reconstruction caused by CVWD Pipe Failure** (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, **City Business License, Insurance and Endorsement Certificate** as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **N/A**.

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment,

services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

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

3.4 Term This agreement shall remain in effect from September 19, 2015 through and including September 29, 2015, unless otherwise terminated hereunder.

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

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

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

Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.8 Compensation and Payment.

3.8.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of an amount which **shall in the aggregate, not to exceed Sixty-Seven Thousand Seventy Three Dollars and 30/100 (\$67,073.30), according to Exhibit "A"** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

3.8.3 Contract Retentions. From each approved progress estimate, ten percent (10%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

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

law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.8.6 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

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

3.9 Termination. This Contract may be terminated by City at any time by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

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

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

3.12 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

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

3.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 7105 of the California Public Contract Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

3.15 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to

property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor'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 directors, officials officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

### 3.16 Insurance.

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

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

3.16.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City).

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

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

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

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

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

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

3.16.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.16.5 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.

3.16.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$2,000,000 per occurrence. This insurance shall name the

City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.

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

3.16.8 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.

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

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

3.17 [INTENTIONALLY OMITTED]

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

3.19 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and

any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.20 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.21 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee.

3.22 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in

depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

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

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

3.25 Prevailing Wages. Prevailing Wages. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. As a "Chartered" city, the City of Indian Wells requires the payment of prevailing wages only for specifically funded projects. **The project included in this contract DOES NOT REQUIRE THE PAYMENT OF PREVAILING WAGES.** Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.26 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.27 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when

payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.28 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

3.29 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

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

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

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

**City**

City of Indian Wells  
44-950 Eldorado Drive  
Indian Wells, California 92210-7497  
Attn: **Public Works Director**

**Contractor**

**Lippert Construction, Inc.**  
**P.O. Box 5477**  
**La Quinta, CA 92248**  
Attn: **Dave Lippert**

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice

shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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

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

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

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

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

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

3.40 [INTENTIONALLY OMITTED]

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

3.42 Prohibited Interests.

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

3.42.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

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

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

**CITY OF INDIAN WELLS**

**LIPPERT CONSTRUCTION, INC.**

By: \_\_\_\_\_  
**Wade G. McKinney**  
**City Manager**

By: \_\_\_\_\_  
**Dave Lippert**  
**President**

*Attest:*

By: \_\_\_\_\_  
**Anna Grandys**  
**City Clerk**

By: \_\_\_\_\_  
**Kelly Lippert**  
**Secretary**

*Approved as to form:*

\_\_\_\_\_  
Classification of Contractor's License

\_\_\_\_\_  
**Stephen P. Deitsch**  
**City Attorney**

*Recommended for Approval:*

\_\_\_\_\_  
**Ken Seumalo, P.E.**  
**Public Works Director**

## **EXHIBIT “A”**

### **SCOPE OF WORK**

The following scope of work and related compensation are incorporated into this Contract herein by this reference:

Contractor shall provide roadway reconstruction on Fred Waring Drive caused by CVWD pipe line failure on September 19, 2015 as requested by the City’s Public Works Director including but not limited to:

- Asphalt Removal
- Roadway Repair

The compensation shall in the aggregate, not to exceed Sixty-Seven Thousand Seventy Three Dollars and 30/100 (\$67,073.30).

**EXHIBIT “B”**

**SPECIAL CONDITIONS**

**Labor and Material Bond, and Faithful Performance Bond are NOT required for this project.**

**EXHIBIT “C”**  
**CERTIFICATION**  
**LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**LIPPERT CONSTRUCTION, INC.**

By: \_\_\_\_\_  
**Dave Lippert, President**



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

# SERVICES REQUISITION

DATE	DEPARTMENT
10/28/2015	Public Works

Terms: **Net 30 Days**

VENDOR: Lippert Construction, Inc.  
 P.O. Box 5477  
 La Quinta, CA 92248  
 VENDOR #:

VENDOR PHONE:  
 VENDOR FAX:  
 VENDOR EMAIL:  
 DEPT. CONTACT: Ken/Lhoran

DESCRIPTION	PRICE
FY 15-16 Fredwaring Drive CVWD Pipe Failure	67,073.30
	-
	-
	-
<b>TOTAL</b>	<b>\$ 67,073.30</b>

ACCOUNT NUMBER	BUDGET AVAILABLE
101.83.01.05450.000	67,073.30
	-
<b>TOTAL</b>	<b>\$ 67,073.30</b>

PREPARED BY: Angelica DATE: 10/28/2015

**REQUISITION CHECKLIST:**

<input type="checkbox"/> <b>Minor Services (\$1 to \$5,000)</b>	<b>Procurement Method - Select One:</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 attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____	<b>Required for NEW Agreements - Select All</b> <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> <input type="checkbox"/> 3 Vendor Price Quotes/Bids <input type="checkbox"/> Continuation of Agreement (complete below): <input type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input type="checkbox"/> Written Justification for exceptions	<b>Required for NEW Agreements - Select All</b> <input type="checkbox"/> Short-Form Service Agreement or Professional/Maint Service Agreement attached <input type="checkbox"/> 3 Vendor Price Quotes/Bids attached <input type="checkbox"/> Insurance Certificate(s) & Endorsement(s) attached <input type="checkbox"/> W-9 or City 1099 Information Request Form attached
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<input checked="" type="checkbox"/> <b>Major Services (\$25,001 or more)</b>	<b>Procurement Method - Select One:</b> <input type="checkbox"/> Formal Bidding <input type="checkbox"/> Negotiation <input checked="" type="checkbox"/> Continuation of Agreement <input checked="" type="checkbox"/> Copy of agreement & Insurance attach'd Term Dates: _____ to _____ Insurance Active: _____ to _____ <input checked="" type="checkbox"/> Written Justification for exceptions	<b>Required - Select All</b> <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
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INSURANCE APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Risk Manager

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
		<b>54</b>
Department Head or Designee	Finance Director or Designee	City Manager or Designee
Date	Date	Date



11/5/2015

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File #: RES-148-15 Item #: C.

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

### Employee CalPERS Contributions

#### RECOMMENDED ACTIONS:

Council ADOPTS a Resolution establishing an employer paid member contribution rate of six percent (6%) in Fiscal Year 2015/16 and four percent (4%) in Fiscal Year 2016/17 and thereafter; and

ADOPTS a Resolution establishing employer paid member contributions for employees not subject to the Public Employees' Pension Reform Act (PEPRA) regulations as tax deferred per Internal Revenue Code 414(h)(2).

#### DISCUSSION:

Recently the City Council adopted a two-year Memorandum of Understanding with the Indian Wells Employee Association, and a resolution applying the same conditions of employment to non-represented employees. One condition of those actions called for employees not subject to the Public Employees' Pension Reform Act (PEPRA) to begin paying a portion of the employees' contribution of CalPERS retirement rates. The change begins with employees paying two percent (2%) in Fiscal Year 2015/16, and four percent (4%) starting in Fiscal Year 2016/17 and thereafter.

Resulting from that action, CalPERS requested the City adopt a revised resolution specifically detailing the rates to be paid by the employer, along with formal enactment of the City's rights under Government Code Section 20691. The City Council previously adopted Resolution No. 2008-54, originally enacting the employer paid member contribution of eight percent (8%). This Resolution ( Attachment 1) implements the CalPERS requested action using routine language provided by CalPERS.

Resolution 2008-54 also applied tax deferred status to employee pension contributions made by the City on behalf of employees, per Internal Revenue Code (IRC) Section 414(h)(2). This Resolution ( Attachment 2) clarifies IRC required language as requested by CalPERS, and clarifies the ineligibility of employer paid member contributions for employees subject to the Public Employees' Pension Reform Act (PEPRA).

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File #: RES-148-15 Item #: C.

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FISCAL IMPACT:

There is no fiscal impact to either action.

ATTACHMENTS:

1. Resolution (contribution rates)
2. Resolution (tax status)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ESTABLISHING AN EMPLOYER PAID MEMBER CONTRIBUTION RATE OF SIX PERCENT (6%) IN FISCAL YEAR 2015/16 AND FOUR PERCENT (4%) IN FISCAL YEAR 2016/17 AND THEREAFTER**

**WHEREAS**, the City Council of the City of Indian Wells has the authority to implement California Government Code Section 20691; and

**WHEREAS**, the City Council of the City of Indian Wells has a written labor agreement which specifically provides for a portion of the normal member contribution to be paid by the employer (City); and

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the City Council of the City of Indian Wells of a Resolution to commence said Employer Paid Member Contributions ("EPMC").

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

**SECTION 1.** Employer Paid Member Contributions in the amount of six percent (6%) shall be a benefit provided to all employees classified as Classic Members, not subject to the provisions of the Public Employees' Pension Reform Act (PEPRA), for the fiscal year commencing July 1, 2015 and ending June 30, 2016; and

**SECTION 2.** Employer Paid Member Contributions in the amount of four percent (4%) shall be a benefit provided to all employees classified as Classic Members, not subject to the provisions of the Public Employees' Pension Reform Act (PEPRA), for the fiscal year commencing July 1, 2016 and each year thereafter.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Indian Wells, California, at a regular meeting held on this 5<sup>th</sup> day of November, 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 the 5<sup>th</sup> day of November, 2015, by the following vote:

AYES:  
NOES:

**ATTEST:**

**APPROVED AS TO FORM:**

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**ANNA GRANDYS  
CITY CLERK**

---

**TY PEABODY  
MAYOR**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ESTABLISHING EMPLOYER PAID MEMBER CONTRIBUTIONS FOR EMPLOYEES NOT SUBJECT TO THE PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA) REGULATIONS AS TAX DEFERRED PER INTERNAL REVENUE CODE 414(h)(2)**

**WHEREAS**, the City Council of the City of Indian Wells has the authority to implement the provisions of Section 414(h)(2) of the Internal Revenue Code ("IRC"); and

**WHEREAS**, the City Council of the City of Indian Wells has determined that even though the implementation of the provisions of Section 414(h)(2) IRC is not required by law, the tax benefit offered by Section 414(h)(2) IRC should be provided to all employees who are members of the California Public Employees' Retirement System.

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

**SECTION 1.** That the City of Indian Wells will implement the provisions of Section 414(h)(2) IRC by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' Retirement System on behalf of all Classic Employees, not subject to provisions of the Public Employees' Pension Reform Act ("PEPRA"), who are members of the California Public Employees' Retirement System ("PERS"); and

**SECTION 2.** That the contributions made by the City of Indian Wells to PERS, although designated as employee contributions, are being paid by the City of Indian Wells in lieu of contributions by the employees who are members of PERS; and

**SECTION 3.** That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Indian Wells to PERS; and

**SECTION 4.** That the City of Indian Wells shall pay to PERS the contributions designated as employee contributions from the same source of funds as used in paying salary; and

**SECTION 5.** That the amount of the contributions designated as employee contributions and paid by the City of Indian Wells to PERS on behalf of employees, plus any amounts paid by the employees directly, shall equal the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.); and

**SECTION 6.** That the contributions designated as employee contributions made by the City of Indian Wells to PERS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by PERS.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Indian Wells, California, at a regular meeting held on this 5<sup>th</sup> day of November, 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 the 5<sup>th</sup> day of November, 2015, by the following vote:

AYES:  
NOES:

**ATTEST:**

**APPROVED AS TO FORM:**

---

**ANNA GRANDYS  
CITY CLERK**

---

**TY PEABODY  
MAYOR**



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

11/5/2015

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File #: 1269-15 Item #: D.

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October 15, 2015 City Council Meeting Minutes

RECOMMENDED ACTION:

Council APPROVES the October 15, 2015 City Council Meeting Minutes.

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# City Council

## Meeting Minutes

Thursday, October 15, 2015

1:30 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 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 October 15, 2015 in the City Hall Council Chambers.

A motion was made by Council Member Balocco, seconded by Council Member Hanson to excuse Councilmember Mertens from today's meeting. The motion carried by the following vote:

AYES 4 Peabody, Reed, Balocco, Hanosn  
NOES 0  
EXCUSED 1 Mertens

Present: 4 - Mayor Peabody, Mayor Pro Tem Reed, Council Member Balocco,  
Council Member Hanson

Excused: 1 - Council Member Mertens

**2. APPROVAL OF THE FINAL AGENDA**

Mayor Peabody stated Consent Calendar items #5 L through O are continued to the next regular meeting.

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: 4 - Peabody, Reed, Balocco, Hanson  
NOES: 0  
EXCUSED: 1 - Mertens

**3. PROCLAMATIONS AND PRESENTATIONS**

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

Bob Berriman, City's representative to the Palms Springs Airport Commission, reported Jet Blue will have non-stop flights from Palm Springs to New York during the season. He also reported the Airport Commission recommended approval of air museum lease & expansion agreement to the Palm Springs City Council. Mr. Berriman reported on the Master Plan update for airport is through 2025, and the Plan has a terminal component of increasing square footage in the ticket counter area.

**4. PUBLIC COMMENTS**

Mr. Randy Nolen spoke regarding the 2012 election campaign mailers. Mr. Larry Bonafide spoke regarding council norms and Council Member Hanson. Mr. David Ramsey paid tribute to the late Bob Simon. Mr. Denny Booth spoke regarding Mr. Fogelson. Council Member Hanson responded to Mr. Bonafide's comments.

## 5. CONSENT CALENDAR

Council Member Balocco stated he votes no on item 5A. Council Member Hanson requested item 5B be pulled for discussion. Consent Calendar items 5 L through O were continued to the next regular meeting.

### C. Annual Developer Impact Fee Report

It was determined to **APPROVE** the Annual Developer Impact Fee Report submitted for Fiscal Year 2014-15.

This Recommendation was Approved.

### D. Housing Element Annual Progress Report for 2014

It was determined to **RECEIVE** and **FILE** the Housing Element Annual Progress Report for 2014; and

**DIRECT** Staff to submit the Annual Progress Report to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

This Recommendation was Approved.

### E. June 18, 2015 Special Meeting Minutes

It was determined to **APPROVE** the June 18, 2015 Special Meeting Minutes.

These Minutes were Approved as Submitted.

### F. July 16, 2015 Special Study Session Minutes

It was determined to **APPROVE** the July 16, 2015 Special Study Session Meeting Minutes.

These Minutes were Approved as Submitted.

### G. September 17, 2015 Special Meeting Minutes

It was determined to **APPROVE** the September 17, 2015 Special Meeting Minutes.

These Minutes were Approved as Submitted.

### H. September 17, 2015 Special Study Session Minutes

It was determined to **APPROVE** the September 17, 2015 Special Study Session Meeting Minutes.

These Minutes were Approved as Submitted.

### I. September 17, 2015 Special Meeting Minutes

It was determined to **APPROVE** the September 17, 2015 Special Meeting Minutes.

These Minutes were Approved as Submitted.

**J. September 17, 2015 City Council Minutes**

It was determined to **APPROVE** the September 17, 2015 City Council Meeting Minutes.

These Minutes were Approved as Submitted.

**K. September 17, 2015 Continued Special Study Session Minutes**

It was determined to **APPROVE** the September 17, 2015 Continued Special Study Session Meeting Minutes.

This Minutes was Approve the Minutes as Submitted.

**Approval of the Consent Agenda**

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

AYES: 4 - Peabody, Reed, Balocco, Hanson

NOES: 0

ABSENT: 1 - Mertens

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

It was determined to **ADOPT** Resolution No. 2015-36 to read as follows:

RESOLUTION NO. 2015-36

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

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

AYES: 3 - Peabody, Reed, Hanson

NOES: 1 - Balocco

EXCUSED: 1 - Mertens

**B. Citywide Audit Services**

Council Member Hanson stated he wishes to agendaize for the next regular City Council meeting the request to place on a future agenda the discussion of soliciting requests for proposal for legal services.

It was determined to **AWARD** five-year contract with Vavrinek, Trine, Day & Co. LLP for City audit services; and

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

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

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

**DIRECT** and **AUTHORIZE** the Executive Director to execute the contract for same.

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

AYES: 4 - Peabody, Reed, Balocco, Hanson

NOES: 0

EXCUSED: 1 - Mertens

**L. FAMD Warrants and Demands**

This Warrants and Demands was Continued.

**M. FAMD Warrants and Demands**

This Warrants and Demands was Continued.

**N. City Warrants and Demands**

This Warrants and Demands was Continued.

**O. City Warrants and Demands**

This Warrants and Demands was Continued.

## 6. GENERAL BUSINESS

### A. Fiscal Years 2015-17 City Goals Update

Council Member Hanson requested Staff to add to the January 2016 Strategic Planning session discussion of Landscape & Lighting Maintenance District median/parkway connection to the Mid-Valley Pipeline with the hook-up costs to be paid by the City.

It was the CONSENSUS of the City Council to **RECEIVE** and **FILE** the Fiscal Years 2015-17 City Goals update.

### B. Supplemental Appropriation for Indian Wells Lane Fountains

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

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

AYES: 4 - Peabody, Reed, Balocco, Hanson

NOES: 0

ABSENT: 1 - Mertens

### C. 2015-16 Resident Calendar of Events

It was determined to **APPROVE** the Resident Calendar of Events for Fiscal Year 2015-16.

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

AYES: 4 - Peabody, Reed, Balocco, Hanson

NOES: 0

EXCUSED: 1 - Mertens

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

None.

## 8. COUNCIL MEMBERS' REPORTS AND COMMENTS

### A. Council Member Mertens

Council Member Mertens excused from the meeting, no report.

## B. Council Member Hanson

Council Member Hanson stated he wishes to agendize for next regular City Council meeting the request to place on a future agenda the discussion of Randy Nolen's request for investigation relating to Ty Peabody's and Bill Power's June 14, 2014 visit to Mr. Nolen's residence.

## C. Council Member Balocco

Council Member Balocco stated he wishes to agendize for the next regular City Council meeting the request to place on a future agenda the discussion regarding an opinion survey of the residents on CV Link.

## D. Mayor Pro Tem Reed

Mayor Pro Tem Reed reported from RCTC the City of Moreno Valley is in the process of approving a huge warehouse complex along I-60 and eight agencies including RCTC have filed a CEQA lawsuit relating to the traffic impacts such a project would have.

## E. Mayor Peabody

No report.

## 9. CITY ATTORNEY REPORTS AND COMMENTS

City Attorney Stephen Deitsch clarified per the Council Policy Manual that also applies to the Housing Authority, Housing Authority Commissioner Hanson's wish to agendize discussion of soliciting request for propoals for legal services would be scheduled for the next regular meeting of the Housing Authority.

## 10. ADJOURNMENT

At 2.29 p.m., Mayor Peabody **ADJOURNED** the City Council meeting to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on November 5, 2015 in the City Hall Council Chambers.

Respectfully Submitted,

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Anna Grandys, City Clerk

This council meeting may be viewed on the City's website at <http://www.cityofindianwells.org/cityhall/citycouncil/viewmeetings.asp> and the complete agenda packets are available on the City's website at <http://www.cityofindianwells.org/cityhall/cagaends.asp>



11/5/2015

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File #: 1271-15 Item #: E.

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

**Treasurer's Report for July 2015**

**RECOMMENDED ACTION:**

Council **RECEIVES** and **FILES** the City Treasurer's Report for July, 2015.

**DISCUSSION:**

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

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

As of July 31, 2015:

- The City's cash and investments totaled \$55,851,784.
- The City's portfolio earned a 1.448% rate of return.

**ATTACHMENT:**

1. Treasurer's Report for July, 2015.

## NET CASH & INVESTMENT SUMMARY JULY, 2015

<b><u>UNRESTRICTED FUNDS</u></b>	<b><u>July 2015</u></b>	<b><u>July 2014</u></b>
<b>GENERAL FUND</b>		
101- GENERAL	\$ 6,187,703.63	\$ 3,307,065.13
<b>TOTAL GENERAL FUND</b>	<b>6,187,703.63</b>	<b>3,307,065.13</b>

### **RESTRICTED FUNDS**

#### **SPECIAL REVENUE FUNDS**

202 - TRAFFIC SAFETY	0.30	0.99
203 - PUBLIC SAFETY 1/2 CENT SALES TAX	12,280.73	8,209.05
204 - MEASURE "A"	30,495.06	33,241.20
209 - F.A.M.D. #1	2,323,227.90	2,463,736.46
210 - SCAQMD (VEHICLE REG.)	1,214.69	6.47
211 - AB 3229 COPS FUNDING	0.46	7,651.46
214 - GAS TAX 2103 MAINTENANCE	30,615.02	30,398.93
215 - GAS TAX 2105 MAINTENANCE	10,418.50	6,609.12
216 - GAS TAX 2106 CONSTRUCT/MAINT	3,129.66	95.17
217 - GAS TAX 2107 MAINTENANCE	267.15	0.59
218 - GAS TAX 2107.5 ENG./ADMIN	3,382.16	1,380.16
228 - EMERG. UPGRADE SERVICES	3,464,668.33	3,178,355.55
247 - AB 939 RECYCLING FUND	272,937.57	222,065.12
248 - SOLID WASTE	206,292.14	200,475.93
251 - STREET LIGHTING DISTRICT 2000-1	5,365.19	4,182.63
253- INDIAN WELLS VILLAS OPERATIONS	979,525.31	968,045.31
254- MOUNTAIN VIEW VILLAS OPERATIONS	1,184,186.12	946,033.12
256- HOUSING AUTHORITY	2,658,768.87	2,894,138.33
260 - IWGR OPERATIONS	31,500.00	1,775,505.04
271 - ELDORADO DRIVE LLMD	90,210.77	85,606.22
272 - MONTECITO/STARDUST LLMD	895.55	3,906.26
273 - CASA DORADO LLMD	10,000.37	3,088.68
274 - THE COVE LLMD	8,879.35	2,688.50
275 - SH 111/IWGR (ENTRANCE) LLMD	339,768.22	302,492.34
276 - CLUB/IW LANE LLMD	56,690.75	53,009.21
277 - COLONY LLMD	35,184.59	34,282.72
278 - COLONY COV ESTATES LLMD	60,416.48	56,155.28
279 - DESERT HORIZONS LLMD	155,387.00	36,710.00
280 - MOUNTAIN GATE LLMD	77,021.66	74,663.13
281 - MOUNTAIN GATE ESTATES LLMD	42,933.97	37,718.53
282 - VILLAGIO LLMD	231,898.86	213,725.56
283 - VAIDYA LLMD	29,019.84	29,950.71
284 - CLUB, SOUTH OF 111 LLMD	11,750.92	10,818.39
285 - MONTELENA LLMD	15,646.72	16,562.24
286 - SUNDANCE LLMD	23,022.49	5,170.20
287 - PROVINCE LLMD	84,762.43	63,435.85
288 - PROVINCE DBAD	484,685.51	425,066.07
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>12,976,450.64</b>	<b>14,195,180.52</b>

#### **CAPITAL PROJECT FUNDS**

314 - PARK-IN-LIEU FEES	0.20	0.20
315 - CITYWIDE PUBLIC IMPROVEMENT FEE	0.26	0.26
316 - CAPITAL IMPROVEMENT	3,520,471.27	2,564,650.72
319 - ART IN PUBLIC PLACES	398,334.22	402,523.55
321 - HIGHWAY 111 CIRCULATION IMP FEE	0.70	9.70
<b>TOTAL CAPITAL PROJECT FUNDS</b>	<b>3,918,806.65</b>	<b>2,967,184.43</b>

CITY OF INDIAN WELLS  
**NET CASH & INVESTMENT SUMMARY JULY, 2015**  
 PAGE 2

**RESTRICTED FUNDS (Cont.)**

	<b><u>July 2015</u></b>	<b><u>July 2014</u></b>
<b>REPLACEMENT FUNDS</b>		
326 - INFRASTRUCTURE CAPITAL	8,467,100.00	7,032,646.00
327 - FF&E ROLLING STOCK CAPITAL	2,329,371.00	2,302,070.00
328 - GOLF RESORT CAPITAL	4,037,029.00	3,989,714.00
329 - BUILDING & STRUCTURES CAPITAL	3,363,819.00	3,324,392.00
330 - FACILITIES CAPITAL	2,329,438.00	2,302,136.00
<b>TOTAL REPLACEMENT FUNDS</b>	<b><u>20,526,757.00</u></b>	<b><u>18,950,958.00</u></b>
<b>SUCCESSOR AGENCY FUNDS</b>		
453 - RDA (WHITEWATER)	8,259,544.98	7,984,835.03
456 - RDA OBLIGATION RETIREMENT	0.00	0.00
<b>TOTAL SUCCESSOR AGENCY FUNDS</b>	<b><u>8,259,544.98</u></b>	<b><u>7,984,835.03</u></b>
<b>ENTERPRISE FUNDS</b>		
560 - INDIAN WELLS GOLF RESORT	456,521.93	0.00
561 - CLUB DRIVE PROPERTY	15,648.32	0.00
<b>TOTAL ENTERPRISE FUNDS</b>	<b><u>472,170.25</u></b>	<b><u>0.00</u></b>
<b>INTERNAL SERVICE FUNDS</b>		
601 - OPEB BENEFIT FUND	2,612,020.16	1,390,681.86
<b>TOTAL INTERNAL SERVICE FUNDS</b>	<b><u>2,612,020.16</u></b>	<b><u>1,390,681.86</u></b>
<b>RESERVE FUNDS</b>		
602 - COMPENSATED ABSENCES	550,956.00	544,498.00
603 - SELF INSURANCE	0.00	10,914.00
<b>TOTAL RESERVE FUNDS</b>	<b><u>550,956.00</u></b>	<b><u>555,412.00</u></b>
<b>TRUST &amp; AGENCY FUNDS</b>		
732 - SPECIAL DEPOSITS	160,812.48	967,203.00
760 - VISITOR COMMITTEE	7,783.69	409,187.44
<b>TOTAL TRUST &amp; AGENCY FUNDS</b>	<b><u>168,596.17</u></b>	<b><u>1,376,390.44</u></b>
<b>TOTAL ALL FUNDS</b>	<b><u>55,673,005.48</u></b>	<b><u>50,727,707.41</u></b>
<b>FISCAL AGENTS</b>		
253 - INDIAN WELLS VILLAS	70,610.48	57,024.93
254 - MOUNTAIN VIEW VILLAS	118,014.58	152,746.09
453 - UNION BANK OF CALIFORNIA TRUSTEE	780,787.99	827,110.27
560 - INDIAN WELLS GOLF RESORT	895,877.52	464,898.27
<b>TOTAL FISCAL AGENTS</b>	<b><u>1,865,290.57</u></b>	<b><u>1,501,779.56</u></b>
<b>TOTAL ALL FUNDS &amp; FISCAL AGENTS</b>	<b><u>\$ 57,538,296.05</u></b>	<b><u>\$ 52,229,486.97</u></b>
<b>UNRESTRICTED FUNDS</b>	<b>6,187,703.63</b>	<b>3,307,065.13</b>
<b>RESTRICTED FUNDS</b>	<b><u>50,878,422.17</u></b>	<b><u>48,922,421.84</u></b>
	<b><u>\$ 57,066,125.80</u></b>	<b><u>\$ 52,229,486.97</u></b>

City of Indian Wells			
<b>Bank Reconciliation Report - City Held Cash</b>			
Finance Department			
MONTH:		July 31, 2015	
Investment #	Investment Type	Investment Description	Book Value
<b>Bank Checking &amp; Sweep</b>			
1		Pacific Western Bank - Sweep 45-301117	\$ 1,012,748.46
2		Pacific Western Bank - Accts. Payable 45-523411	0.00
3		Pacific Western Bank - Payroll 45-501752	0.00
4		Union Bank of CA - Sweep Investment 217-0000121	44,515.59
19		Petty Cash	1,400.00
			<b>1,058,664.05</b>
<b>Managed Pool Accounts</b>			
21		Local Agency Investment Fund - City 98-33-385	10,515,957.47
			<b>10,515,957.47</b>
<b>Bank Certificates of Deposit</b>			
316		Certificate of Deposit-GE Capital Retail Bank 36161NYT9	250,000.00
317		Certificate of Deposit-Ally Bank 020050F65	250,000.00
329		Certificate of Deposit-Sallie Mae	250,000.00
330		Certificate of Deposit-SAFR National Bank	250,000.00
385		Certificate of Deposit-Wells Fargo Bank 94986TLX3	250,000.00
337		Certificate of Deposit-Am Ex Centurion 02587DKR8	250,000.00
338		Certificate of Deposit-Goldman Sachs Bank 38143A5L5	250,000.00
339		Certificate of Deposit-JP Morgan Chase 48124JSY5	250,000.00
348		Certificate of Deposit-Citicorp Bank 17284CJG0	250,000.00
349		Certificate of Deposit-Compass Bank 20451PBG0	250,000.00
350		Certificate of Deposit-Am Ex Centurion 02587CAJ9	250,000.00
351		Certificate of Deposit-Banklays Bank 06740KHK6	250,000.00
353		Certificate of Deposit-People's United Bank 71270QGS9	250,000.00
354		Certificate of Deposit-Capital One Bank 140420NX4	250,000.00
355		Certificate of Deposit-State Bank of India NY, NY 856284Z	250,000.00
358		Certificate of Deposit-BMW Bank North America	250,000.00
360		Certificate of Deposit-Security Federal 81423LBN1	250,000.00
361		Certificate of Deposit-First Bank of Highland 319141CQ8	250,000.00
362		Certificate of Deposit-Discover Bank 254672HV3	250,000.00
364		Certificate of Deposit-Pacific Western Bank	250,000.00
			<b>5,000,000.00</b>
<b>Medium Term Corporate Notes</b>			
278		Goldman Sachs Mid Term Corp Note 38141EA74	1,000,000.00
280		Bank of America Mid Term Corp Note 06051GED	1,000,287.08
296		Barclays Bank Corporate Note 06738JVS0	1,000,000.00
322		AT&T Inc. 00206RBF8	1,001,757.53
331		JP Morgan 46625HJG6	1,001,492.49
346		General Electric Cap Corp 36962G6W9	1,004,503.84
369		GE Capital Financial 36163FP64	245,000.00
373		Caterpillar Financial Services Corp 14912L6F3	1,017,789.47
375		Berkshire Hathaway 084664BW0	1,001,996.59
			<b>8,272,827.00</b>
<b>Federal Agency Issues</b>			
326		Federal Farm Credit 3133EAA81	2,000,000.00
332		Federal Home Loan Bank 313381YG4	2,000,000.00
334		Freddie Mac 3134G33S7	1,000,000.00
335		Fannie Mae 3136GICF4	1,000,000.00
340		Federal Home Loan Bank 313381YN9	1,000,000.00
341		Federal Farm Credit Bank 3133EC7L2	999,378.68
342		Federal Farm Credit Bank 3133ECDX9	998,948.57
344		Federal Home Loan Mtg Corp 3134G43H9	2,000,000.00
345		Federal National Mortgage Assn 313G0WN9	2,000,000.00
347		Federal National Mortgage Assn 3136G1FL8	1,006,492.29
352		Fannie Mae 3136G26H5	2,000,000.00
356		Fannie Mae 3136G26U6	2,000,000.00
357		Fannie Mae 3136G26N2	1,000,000.00
367		Federal Home Loan Bank 3130A4552	1,000,000.00
368		Federal Home Loan Bank 3130A4586	1,000,000.00
374		Federal Home Loan Bank 3130A5GC7	999,516.43
376		Federal Home Loan Mtg Corp 3134G66P3	2,000,000.00
377		Federal Home Loan Mtg Corp 3134G7AD3	1,000,000.00
379		Federal Home Loan Mtg Corp 3134G6V42	2,000,000.00
378		Federal Home Loan Bank 3130A5L98	1,000,000.00
381		Federal Home Loan Bank 3130A5K12	2,000,000.00
380		Federal National Mortgage Assoc 3136G2L47	1,000,000.00
			<b>31,004,335.97</b>
<b>Total Pooled Cash and Investments</b>			<b>\$ 55,851,784.49</b>
Fair Value Increase (over cost)			(15,153.47)
<b>Outstanding Items</b>			
		Outstanding Warrants/Wire Transfers	(2,118.40)
		Reconciliation Item	(150,142.21)
		Reconciliation Item	(2,854.80)
		Reconciliation Item	(15,324.35)
		Credit Card in Transit	6,814.22
<b>Total Outstanding Items</b>			<b>(163,625.54)</b>
<b>Reconciled Bank Balance</b>			<b>\$ 55,673,005.48</b>
<b>General Ledger Balance</b>			<b>\$ 55,673,005.48</b>
			0.00

**The City of Indian Wells  
Portfolio Management  
Portfolio Summary  
July 31, 2015**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Bank Certificates of Deposit	4,750,000.00	4,751,837.50	4,750,000.00	8.50	1,529	921	1.527	1.548
Certificates of Deposit	245,000.00	242,099.20	245,000.00	0.44	1,830	1,717	1.775	1.800
Managed Pool Accounts - LAIF	10,515,957.47	10,515,957.47	10,515,957.47	18.83	1	1	0.316	0.320
Money Market Sweep/Checking Account	1,058,664.05	1,058,664.05	1,058,664.05	1.90	1	1	0.246	0.250
Negotiable CD's	250,000.00	251,202.25	250,000.00	0.45	1,827	914	0.946	0.959
Medium Term Corporate Notes	8,000,000.00	8,039,890.00	8,027,827.00	14.37	1,664	707	2.174	2.204
Federal Agency Issues - Callables	31,000,000.00	30,970,820.00	31,004,335.97	55.51	1,919	1,446	1.638	1.661
<b>Investments</b>	<b>55,819,621.52</b>	<b>55,830,470.47</b>	<b>55,851,784.49</b>	<b>100.00%</b>	<b>1,451</b>	<b>995</b>	<b>1.428</b>	<b>1.448</b>

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	61,619.01	61,619.00
<b>Average Daily Balance</b>	<b>56,981,173.95</b>	
<b>Effective Rate of Return</b>	<b>1.27%</b>	

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

*Kevin*  
Kevin McCarthy, Finance Director

**The City of Indian Wells  
Portfolio Management  
Portfolio Details - Investments  
July 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
<b>Bank Certificates of Deposit</b>												
7865802B5	330	SAFR National Bank		08/28/2012	250,000.00	250,102.50	250,000.00	0.800		0.789	27	08/28/2015
SYS364	364	Pacific Western Bank		03/10/2015	250,000.00	250,000.00	250,000.00	1.000		1.000	253	04/10/2016
SYS317	317	Ally Bank		05/23/2012	250,000.00	251,942.50	250,000.00	1.250		1.233	296	05/23/2016
795450NW1	329	Sallie Mae		08/15/2012	250,000.00	252,135.00	250,000.00	1.250		1.233	380	08/15/2016
38143A5L5	338	Goldman Sachs Bank		02/06/2013	250,000.00	250,510.00	250,000.00	1.050		1.036	555	02/06/2017
SYS316	316	GE Capital Retail Bank		05/25/2012	250,000.00	253,162.50	250,000.00	1.800		1.800	663	05/25/2017
17284CJG0	348	CIT BANK		07/24/2013	250,000.00	251,755.00	250,000.00	1.400		1.381	723	07/24/2017
02587DKR8	337	American Express Centurion		02/06/2013	250,000.00	251,602.50	250,000.00	1.700		1.677	732	08/02/2017
319141CQ8	361	FIRST BANK OF HIGHLAND		10/15/2014	250,000.00	249,480.00	250,000.00	1.250		1.233	807	10/16/2017
81423LBN1	360	SECURITY FEDERAL		10/15/2014	250,000.00	249,535.00	250,000.00	1.250		1.233	807	10/16/2017
48124JSY5	339	JP Morgan Chase		02/27/2013	250,000.00	247,802.50	250,000.00	1.125		1.110	933	02/19/2018
20451PBG0	349	Compass Bank		07/24/2013	250,000.00	252,460.00	250,000.00	1.700		1.677	1,088	07/24/2018
254672HV3	362	Discover Bank		02/25/2015	250,000.00	248,805.00	250,000.00	1.600		1.578	1,304	02/25/2019
06740KHK6	351	Barclays Bank PLC		07/23/2014	250,000.00	249,042.50	250,000.00	2.100		2.071	1,452	07/23/2019
02587CAJ9	350	American Express Bank FSB		07/24/2014	250,000.00	249,122.50	250,000.00	2.000		1.973	1,453	07/24/2019
140420NX4	354	Capital One Bank CD		09/10/2014	250,000.00	248,550.00	250,000.00	1.900		1.874	1,501	09/10/2019
71270QGS9	353	People's United Bank CD		09/10/2014	250,000.00	248,552.50	250,000.00	1.950	AAA	1.923	1,501	09/10/2019
856284Z98	355	State Bank of India NY, NY CD		09/11/2014	250,000.00	248,745.00	250,000.00	2.150		2.121	1,502	09/11/2019
05580AAW4	358	BMW BANK NORTH AMERICA		09/26/2014	250,000.00	248,532.50	250,000.00	2.100		2.071	1,517	09/26/2019
<b>Subtotal and Average</b>			<b>4,750,000.00</b>		<b>4,750,000.00</b>	<b>4,751,837.50</b>	<b>4,750,000.00</b>			<b>1.527</b>	<b>921</b>	
<b>Certificates of Deposit</b>												
36163FP64	369	GE Capital Financial inc		04/10/2015	245,000.00	242,099.20	245,000.00	1.800		1.775	1,717	04/13/2020
<b>Subtotal and Average</b>			<b>245,000.00</b>		<b>245,000.00</b>	<b>242,099.20</b>	<b>245,000.00</b>			<b>1.775</b>	<b>1,717</b>	
<b>Managed Pool Accounts - LAIF</b>												
SYS21	21	LAIF - City			10,515,957.47	10,515,957.47	10,515,957.47	0.320		0.316	1	
SYS23	23	LAIF - Redevelopment			0.00	0.00	0.00	0.233		0.230	1	
<b>Subtotal and Average</b>			<b>10,250,104.69</b>		<b>10,515,957.47</b>	<b>10,515,957.47</b>	<b>10,515,957.47</b>			<b>0.316</b>	<b>1</b>	
<b>Money Market Sweep/Checking Account</b>												
SYS1	1	Pacific Western Bank			1,012,748.46	1,012,748.46	1,012,748.46	0.250		0.247	1	
SYS2	2	Pacific Western - Acct Payable		07/01/2014	0.00	0.00	0.00			0.000	1	
SYS3	3	Pacific Western-Payroll		07/01/2014	0.00	0.00	0.00			0.000	1	
SYS4	4	Union Bank-Checking			44,515.59	44,515.59	44,515.59	0.250		0.247	1	

**The City of Indian Wells  
Portfolio Management  
Portfolio Details - Investments  
July 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
<b>Money Market Sweep/Checking Account</b>												
SYS19	19	Petty Cash		07/01/2014	1,400.00	1,400.00	1,400.00			0.000	1	
		<b>Subtotal and Average</b>	<b>1,775,794.50</b>		<b>1,058,664.05</b>	<b>1,058,664.05</b>	<b>1,058,664.05</b>			<b>0.246</b>	<b>1</b>	
<b>Negotiable CD's</b>												
94986TLX3KK	385	Wells Fargo CD		01/30/2013	250,000.00	251,202.25	250,000.00	0.850		0.946	914	01/31/2018
		<b>Subtotal and Average</b>	<b>250,000.00</b>		<b>250,000.00</b>	<b>251,202.25</b>	<b>250,000.00</b>			<b>0.946</b>	<b>914</b>	
<b>Medium Term Corporate Notes</b>												
38141EA74	278	Goldman Sachs Group Inc		02/02/2011	1,000,000.00	1,000,000.00	1,000,000.00	3.700	AA	3.072	0	08/01/2015
06051GED	280	Bank of America		02/02/2011	1,000,000.00	1,002,120.00	1,000,287.08	3.700		3.254	31	09/01/2015
06738JVS0	296	Barclays Bank PLC		10/27/2011	1,000,000.00	1,022,000.00	1,000,000.00	3.500	AA	3.452	453	10/27/2016
00206RBF8	322	AT&T INC		06/21/2012	1,000,000.00	1,002,670.00	1,001,757.53	1.600		1.479	670	06/01/2017
46625HJG6	331	J P Morgan		01/28/2013	1,000,000.00	1,001,790.00	1,001,492.49	1.800		1.713	908	01/25/2018
36962G6W9	346	General Elec. Cap Crp		05/01/2013	1,000,000.00	1,005,960.00	1,004,503.84	1.625		1.430	975	04/02/2018
084664BW0	375	Berkshire Hathaway		06/09/2015	1,000,000.00	1,000,120.00	1,001,996.59	1.300	AA	1.210	1,018	05/15/2018
14912L6F3	373	Catapillar Financial Services		04/28/2015	1,000,000.00	1,005,230.00	1,017,789.47	2.250		1.795	1,583	12/01/2019
		<b>Subtotal and Average</b>	<b>8,028,487.16</b>		<b>8,000,000.00</b>	<b>8,039,890.00</b>	<b>8,027,827.00</b>			<b>2.174</b>	<b>707</b>	
<b>Federal Agency Issues - Callables</b>												
3133EAA81	326	Fed. Farm Credit Bank		07/30/2012	2,000,000.00	1,998,460.00	2,000,000.00	0.780		0.769	548	01/30/2017
313381YG4	332	Fed. Home Loan Bank		02/20/2013	2,000,000.00	1,992,060.00	2,000,000.00	1.000		0.986	934	02/20/2018
3134G43H9	344	Fed. Home Loan Mtg Corp		04/30/2013	2,000,000.00	1,991,520.00	2,000,000.00	1.060		1.045	1,003	04/30/2018
3135G0WN9	345	Fed. Nat'l Mortgage Assoc		04/30/2013	2,000,000.00	1,986,960.00	2,000,000.00	1.000		0.986	1,003	04/30/2018
3134G33S7	334	Fed. Home Loan Mtg Corp		01/24/2013	1,000,000.00	996,330.00	1,000,000.00	1.000		0.986	1,080	07/16/2018
3136G1CF4	335	Fed. Nat'l Mortgage Assoc		01/30/2013	1,000,000.00	994,560.00	1,000,000.00	1.000	AAA	0.986	1,094	07/30/2018
3136G26N2	357	Fed. Nat'l Mortgage Assoc		09/26/2014	1,000,000.00	1,006,600.00	1,000,000.00	1.600		1.578	1,152	09/26/2018
3133EC7L2	341	Fed. Farm Credit Bank		03/22/2013	1,000,000.00	994,420.00	999,378.68	1.290		1.289	1,413	06/14/2019
3136G26H5	352	Fed. Nat'l Mortgage Assoc		09/30/2014	2,000,000.00	2,005,500.00	2,000,000.00	2.000		1.973	1,521	09/30/2019
3136G26U6	356	Fed. Nat'l Mortgage Assn (c)		10/07/2014	2,000,000.00	2,023,880.00	2,000,000.00	2.000	AAA	1.973	1,538	10/17/2019
3130A4S52	367	Fed. Home Loan Bank		03/30/2015	1,000,000.00	997,800.00	1,000,000.00	1.000		2.178	1,703	03/30/2020
3130A4S86	368	Fed. Home Loan Bank		03/30/2015	1,000,000.00	996,090.00	1,000,000.00	1.250		2.112	1,703	03/30/2020
3130A5GC7	374	Fed. Home Loan Bank		06/02/2015	1,000,000.00	997,270.00	999,516.43	1.000		2.005	1,762	05/28/2020
3134G66P3	376	Fed. Home Loan Mtg Corp		06/17/2015	2,000,000.00	2,003,220.00	2,000,000.00	1.125		2.261	1,782	06/17/2020
3134G7AD3	377	Fed. Home Loan Mtg Corp		06/25/2015	1,000,000.00	999,460.00	1,000,000.00	1.250		2.471	1,790	06/25/2020
3134G6V42	379	Fed. Home Loan Mtg Corp		06/29/2015	2,000,000.00	2,007,960.00	2,000,000.00	2.000		1.973	1,794	06/29/2020

**The City of Indian Wells  
Portfolio Management  
Portfolio Details - Investments  
July 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
<b>Federal Agency Issues - Callables</b>												
3130A5L98	378	Fed. Home Loan Bank		06/30/2015	1,000,000.00	999,550.00	1,000,000.00	2.000		1.973	1,795	06/30/2020
3130A5KL2	381	Fed. Home Loan Bank		06/30/2015	2,000,000.00	2,001,360.00	2,000,000.00	2.100		2.071	1,795	06/30/2020
3136G2L47	380	Fed. Nat'l Mortgage Assoc		06/30/2015	1,000,000.00	1,001,390.00	1,000,000.00	1.800		1.775	1,795	06/30/2020
313381YN9	340	Fed. Home Loan Bank		03/21/2013	1,000,000.00	999,140.00	1,000,000.00	1.000		1.856	1,840	08/14/2020
3136G1FL8	347	Fed. Nat'l Mortgage Assoc		04/26/2013	1,000,000.00	990,920.00	1,006,492.29	1.820		1.660	1,853	08/27/2020
3133ECDX9	342	Fed. Farm Credit Bank		03/25/2013	1,000,000.00	986,370.00	998,948.57	1.840		1.835	2,014	02/04/2021
<b>Subtotal and Average</b>			<b>31,681,787.61</b>		<b>31,000,000.00</b>	<b>30,970,820.00</b>	<b>31,004,335.97</b>			<b>1.638</b>	<b>1,446</b>	
<b>Total and Average</b>			<b>56,981,173.95</b>		<b>55,819,621.52</b>	<b>55,830,470.47</b>	<b>55,851,784.49</b>			<b>1.428</b>	<b>995</b>	

**2006 A Bonds  
Portfolio Management  
Portfolio Summary  
July 31, 2015**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	6.14	6.14	6.14	100.00	1	1	0.339	0.343
<b>Investments</b>	<b>6.14</b>	<b>6.14</b>	<b>6.14</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.339</b>	<b>0.343</b>

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	0.01	0.01
Average Daily Balance	6.14	
Effective Rate of Return	1.92%	

*Kevin* 7/15/2015  
Kevin McCarthy, Agency Treasurer

**2006 A Bonds  
Portfolio Management  
Portfolio Details - Investments  
July 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Money Market Sweep/Checking Account</b>												
SYS13	13	2006A Good Faith Deposit			0.00	0.00	0.00	5.080		5.080	1	
SYS15	15	2006 A Bonds Reserve			1.00	1.00	1.00			0.000	1	
SYS14	14	2006 A Bonds Interest			3.22	3.22	3.22	0.410		0.410	1	
SYS12	12	UBC Cost Of Issuance Escrow			0.00	0.00	0.00	5.020		5.020	1	
SYS10	10	Fidelity Institutional Money M			0.00	0.00	0.00	5.360		5.360	1	
SYS17	17	Principal Account			1.92	1.92	1.92	0.410		0.410	1	
<b>Subtotal and Average</b>			<b>6.14</b>		<b>6.14</b>	<b>6.14</b>	<b>6.14</b>			<b>0.343</b>	<b>1</b>	
<b>Total and Average</b>			<b>6.14</b>		<b>6.14</b>	<b>6.14</b>	<b>6.14</b>			<b>0.343</b>	<b>1</b>	

**RDA Series 2010 A Bonds  
Portfolio Management  
Portfolio Summary  
July 31, 2015**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	780,771.05	780,771.05	780,771.05	100.00	1	1	0.000	0.000
<b>Investments</b>	<b>780,771.05</b>	<b>780,771.05</b>	<b>780,771.05</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.000</b>	<b>0.000</b>

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	0.00	0.00
Average Daily Balance	780,764.95	
Effective Rate of Return	0.00%	

*Kevin* 9/15/2015

Kevin McCarthy, Agency Treasurer

**RDA Series 2010 A Bonds  
Portfolio Management  
Portfolio Details - Investments  
July 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Money Market Sweep/Checking Account</b>												
SYS1	1	2010 A Bonds Reserve		07/01/2014	780,645.00	780,645.00	780,645.00			0.000	1	
SYS14	13	2010 A Bonds Principal		07/01/2014	125.69	125.69	125.69			0.000	1	
SYS4	4	2010 A Bonds Interest			0.36	0.36	0.36	0.530		0.530	1	
SYS7	7	Local Agency Investment Fund			0.00	0.00	0.00	0.530		0.530	1	
SYS2	2	Blackrock Provident T-Fund		07/01/2014	0.00	0.00	0.00			0.000	1	
SYS3	3	UBC Cost Of Issuance Escrow		07/01/2014	0.00	0.00	0.00			0.000	1	
<b>Subtotal and Average</b>			<b>780,764.95</b>		<b>780,771.05</b>	<b>780,771.05</b>	<b>780,771.05</b>			<b>0.000</b>	<b>1</b>	
<b>Total and Average</b>			<b>780,764.95</b>		<b>780,771.05</b>	<b>780,771.05</b>	<b>780,771.05</b>			<b>0.000</b>	<b>1</b>	

**Series 2014 A Bonds  
Portfolio Management  
Portfolio Summary  
July 31, 2015**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Money Market Sweep/Checking Account	6.66	6.66	6.66	100.00	1	1	0.000	0.000
<b>Investments</b>	<b>6.66</b>	<b>6.66</b>	<b>6.66</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.000</b>	<b>0.000</b>

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	0.00	0.00
Average Daily Balance	6.66	
Effective Rate of Return	0.00%	

*Kevin*  
Kevin McCarthy, Agency Treasurer

*9/16/2015*

**Series 2014 A Bonds  
Portfolio Management  
Portfolio Details - Investments  
July 31, 2015**

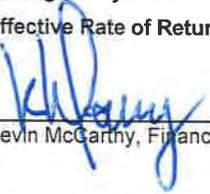
CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Money Market Sweep/Checking Account</b>												
SYS26	26	2014 A Bonds Principal		08/26/2014	5.88	5.88	5.88			0.000	1	
SYS25	25	2014 A Bonds Interest		08/26/2014	0.65	0.65	0.65			0.000	1	
SYS27	27	2014 Debt Service		09/08/2014	0.13	0.13	0.13			0.000	1	
SYS24	1	UBC Cost Of Issuance Escrow		07/01/2014	0.00	0.00	0.00			0.000	1	
		<b>Subtotal and Average</b>	<b>6.66</b>		<b>6.66</b>	<b>6.66</b>	<b>6.66</b>			<b>0.000</b>	<b>1</b>	
		<b>Total and Average</b>	<b>6.66</b>		<b>6.66</b>	<b>6.66</b>	<b>6.66</b>			<b>0.000</b>	<b>1</b>	

**City of Indian Wells  
Portfolio Management  
Portfolio Summary  
July 31, 2015**

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

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
Managed Trustee Accounts	4.14	4.14	4.14	0.00	1	1	1.528	1.550
Checking Accounts with Fiscal Agent	1,084,502.58	1,084,502.58	1,084,502.58	100.00	1	1	0.172	0.174
<b>Investments</b>	<b>1,084,506.72</b>	<b>1,084,506.72</b>	<b>1,084,506.72</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.172</b>	<b>0.174</b>

<b>Total Earnings</b>	<b>July 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	296.93	296.93
<b>Average Daily Balance</b>	<b>806,059.57</b>	
<b>Effective Rate of Return</b>	<b>0.43%</b>	

  
Kevin McCarthy, Finance Director

**City of Indian Wells  
Portfolio Management  
Portfolio Details - Investments  
July 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
<b>Managed Trustee Accounts</b>												
SYS1	1	Union Bank of California			0.00	0.00	0.00	5.110		5.040	1	
SYS11	11	Union Bank of California			1.00	1.00	1.00	5.110		5.040	1	
SYS12	12	Union Bank of California			1.84	1.84	1.84	0.420		0.414	1	
SYS13	13	Union Bank of California			1.30	1.30	1.30	0.410		0.404	1	
SYS14	14	Union Bank of California		07/01/2014	0.00	0.00	0.00	5.110		5.040	1	
SYS15	15	Union Bank of California		07/01/2014	0.00	0.00	0.00	5.110		5.040	1	
SYS16	16	Union Bank of California		07/01/2014	0.00	0.00	0.00	5.110		5.040	1	
SYS2	2	Union Bank of California			0.00	0.00	0.00	5.110		5.040	1	
SYS3	3	Union Bank of California			0.00	0.00	0.00	4.950		4.882	1	
SYS4	4	Union Bank of California			0.00	0.00	0.00	4.950		4.882	1	
SYS5	5	Union Bank of California			0.00	0.00	0.00	4.950		4.882	1	
SYS8	8	Union Bank of California			0.00	0.00	0.00	4.950		4.882	1	
<b>Subtotal and Average</b>			<b>4.14</b>		<b>4.14</b>	<b>4.14</b>	<b>4.14</b>			<b>1.528</b>	<b>1</b>	
<b>Checking Accounts with Fiscal Agent</b>												
SYS6	6	The Golf Resort at Indian Well		07/01/2014	895,877.52	895,877.52	895,877.52			0.000	1	
SYS7	7	Indian Wells Villas			70,610.48	70,610.48	70,610.48	1.000		0.986	1	
SYS10	10	Mountain View Villas			118,014.58	118,014.58	118,014.58	1.000		0.986	1	
<b>Subtotal and Average</b>			<b>806,055.43</b>		<b>1,084,502.58</b>	<b>1,084,502.58</b>	<b>1,084,502.58</b>			<b>0.172</b>	<b>1</b>	
<b>Total and Average</b>			<b>806,059.57</b>		<b>1,084,506.72</b>	<b>1,084,506.72</b>	<b>1,084,506.72</b>			<b>0.172</b>	<b>1</b>	



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

11/5/2015

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File #: 1257-15 Item #: F.

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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**

<b>CHECK #</b>	<b>DATE</b>	<b>INVOICE #</b>	<b>VENDOR NAME/DESCRIPTION</b>	<b>INVOICE AMT</b>	<b>CHECK TOTAL</b>
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

11/5/2015

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File #: 1258-15 Item #: G.

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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**



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

11/5/2015

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File #: 1274-15 Item #: H.

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FAMD Warrants and Demands

RECOMMENDED ACTION:

Council APPROVES the November 5, 2015 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48193	10/13/2015	INV-46139	SUNSHINE LANDSCAPE 9/15 FAMD MANITOU DRIVE ENTRANCE PAVER INSTALLATION	42,837.75	<b>42,837.75</b>
48309	11/5/2015	38912 38911 39292 39595	M & M SWEEPING, INC. 7/15 FAMD STREET SWEEPING SERVICE 7/15 FAMD DRAIN CLEANING SERVICE 9/15 FAMD DRAIN CLEANING SERVICE 10/15 FAMD DRAIN CLEANING SERVICE	5,380.00 2,550.00 2,550.00 490.00	<b>10,970.00</b>
48311	11/5/2015	15241003 15241002 15241001	SHARK POOLS, INC. 9/15 FAMD FOUNTAIN REPAIR SERVICE 10/15 FAMD MANITOU DRIVE FOUNTAIN MAINTENANCE 10/15 FAMD CLUB DRIVE FOUNTAIN MAINTENANCE	2,450.00 225.00 185.00	<b>2,860.00</b>
48304	11/5/2015	11208 11259	AMS 10/15 FAMD SECURITY COMPUTER SOFTWARE 10/1/15 FAMD CLUB GATE SERVICES	1,200.00 850.00	<b>2,050.00</b>
48307	11/5/2015	11206 11323	CONSERVE LANDCARE 10/15 FAMD LANDSCAPE MAINTENANCE 10/7/15 FAMD EXTRA LANDSCAPE MAINTENANCE	1,840.00 95.00	<b>1,935.00</b>
48306	11/5/2015	757531	BEST, BEST & KRIEGER, L.L.P. 9/15 FAMD LEGAL SERVICES (MATTER	1,209.60	<b>1,209.60</b>
48316	11/5/2015	010-28937	WILLDAN FINANCIAL SERVICES 10/15-12/15 FAMD LEVY SERVICES	1,130.67	<b>1,130.67</b>
48310	11/5/2015	313223-844958	MANITOU SPRINGS HOA 8/15-9/15 FAMD UTILITIES REIMBURSEMENT	1,055.45	<b>1,055.45</b>
48312	11/5/2015	2-04-020-2624 2-01-570-2145	SOUTHERN CALIFORNIA EDISON CO. 10/15 FAMD UTILITIES 10/15 FAMD UTILITIES	533.44 308.03	<b>841.47</b>
48314	11/5/2015	1395592511 1396672271	STAPLES 9/15 FAMD OFFICE SUPPLIES 9/15 FAMD CREDIT OFFICE SUPPLIES	756.31 -28.09	<b>728.22</b>
48315	11/5/2015	1632448	UNIVERSAL PROTECTION SERVICE 9/15 FAMD SECURITY SERVICES FUEL REIMBURSEMENT	712.20	<b>712.20</b>
48305	11/5/2015	24480	ASSOCIA ONCALL CALFORNIA, INC. 9/15 FAMD MAINTENANCE SERVICES	359.83	<b>359.83</b>

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)  
11/05/2015 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>
48308	11/5/2015	16976	DESERT PROPERTIES LIGHT MAINT. 9/25/15 FAMD LIGHTING MAINTENANCE SERVICES	276.57	<b>276.57</b>
48313	11/5/2015	14583030100115	SPARKLETTS DRINKING WATER 9/15 FAMD GATEHOUSE DRINKING WATER	124.48	<b>124.48</b>
14 checks in this report					
<b>TOTAL FAMD WARRANTS: 48193 &amp; 48304-48316</b>					<b>67,091.24</b>

\*Note: Warrant 48193 was issued prior to City Council Meeting.



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

11/5/2015

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File #: 1259-15 Item #: I.

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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 WIDLIGHTS	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>93 3,743.97</b>

**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	<b>2,167.4</b>

**94**

**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	

**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>
			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		ELDORADO COUNTRY CLUB		
		1502601-1 0070	1/15 FIREWORKS DISPLAY DEPOSIT REFUND	1,000.00	<b>1,000.00</b>
48042	10/1/2015		GREAT AMERICA FINANCIAL SVCS		
		17570540	9/15 EQUIPMENT RENTAL	999.01	<b>999.01</b>
48048	10/1/2015		INNOVATIVE DOCUMENT SOLUTIONS		
		159227	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		GREATER PALM SPRINGS		
		0091202-IN	11/15 SALES MISSION CALL CENTER TRAINING	900.00	<b>900.00</b>
48033	10/1/2015		DESERT SUN PUBLISHING CO		
		DS0340807	10/1/15-9/30/16 (3) NEWSPAPER SUBSCRIPTIONS	855.45	<b>855.45</b>
48071	10/1/2015		RIVERSIDE COUNTY		
		IN0237470	9/15 HAZARDOUS MATERIALS MANAGEMENT PERMIT	784.00	<b>784.00</b>
48040	10/1/2015		FULTON DISTRIBUTING		
		361149	9/15 JANITORIAL SUPPLIES	408.14	<b>96</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	<b>373.39</b>

**97**

**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>
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>98</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>99.00</b>

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

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
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>

**100**

**CITY OF INDIAN WELLS  
10/01/2015 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 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

11/5/2015

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File #: 1260-15 Item #: J.

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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>

**103**

**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	<b>4,096.99</b>

**104**

**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>

**106**

**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>

**107**  
340.00

**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>

**108**

**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>109.58</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.



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

11/5/2015

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File #: 1275-15 Item #: K.

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City Warrants and Demands

RECOMMENDED ACTION:

Council APPROVES the November 5, 2015 City Warrants and Demands.

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48284	11/5/2015		RIVERSIDE COUNTY SHERIFF DEPT		
		SH0000026781	7/1-7/22/15 SHERIFF CONTRACT SERVICES	211,129.08	
	11/5/2015		RIVERSIDE COUNTY SHERIFF DEPT		
		SH0000026963	10/15 2015/16 RIVERSIDE CAL-ID MEMBER ASSESSMENT	5,137.00	<b>216,266.08</b>
48300	11/5/2015		VINTAGE ASSOCIATES		
		SI-164118	10/15 MEDIAN LANDSCAPE CONVERSIONS SUPPLIES	61,731.00	
		SI-163507	10/15 CITYWIDE LANDSCAPE MAINTENANCE SERVICES	47,909.17	
		SI-162980	8/15 WIND STORM CLEANUP SERVICES	8,875.00	
		SI-163644	9/15 MEDIAN LANDSCAPE CONVERSIONS SUPPLIES	3,336.70	<b>121,851.87</b>
48254	11/5/2015		LIPPERT CONSTRUCTION, INC.		
		1253	9/19-9/29/15 FRED WARING DR EMERGENCY REPAIR WORK	67,073.30	<b>67,073.30</b>
48209	11/5/2015		BEST, BEST & KRIEGER, L.L.P.		
		757530	9/15 GENERAL RETAINER LEGAL SERVICES	20,611.00	
		757550	9/15 CODE ENFORCEMENT LEGAL SERVICES	7,081.26	
		757536	9/15 VILLAGE UNDERGROUNDING LEGAL SERVICES	6,652.00	
		757535	9/15 D. HANSON VS CITY OF INDIAN WELLS	2,186.30	
		757532	9/15 CODE ENFORCEMENT LEGAL SERVICES	2,175.00	
		757537	9/15 CODE ENFORCEMENT LEGAL SERVICES	1,127.10	
		757549	9/15 CODE ENFORCEMENT LEGAL SERVICES	773.50	
		757533	9/15 CODE ENFORCEMENT LEGAL SERVICES	756.60	
		757547	9/15 CODE ENFORCEMENT LEGAL SERVICES	707.20	
		757545	9/15 CODE ENFORCEMENT LEGAL SERVICES	560.21	
		757544	9/15 CODE ENFORCEMENT LEGAL SERVICES	502.20	
		757540	9/15 CODE ENFORCEMENT LEGAL SERVICES	491.98	
		757546	9/15 CODE ENFORCEMENT LEGAL SERVICES	397.80	
		757542	9/15 CODE ENFORCEMENT LEGAL SERVICES	309.40	
		757543	10/15 CODE ENFORCEMENT LEGAL SERVICES	287.30	
		757548	9/15 CODE ENFORCEMENT LEGAL SERVICES	221.00	
		757538	9/15 CODE ENFORCEMENT LEGAL SERVICES	110.50	
		757539	9/15 CODE ENFORCEMENT LEGAL SERVICES	44.20	
		757541	9/15 CODE ENFORCEMENT LEGAL SERVICES	44.20	<b>45,038.75</b>
48298	11/5/2015		TYLER TECHNOLOGIES, INC.		
		045-139373	7/15 EDEN SITE LICENSE SOFTWARE	24,000.00	
		045-144346	9/21-9/24/15 EDEN BUSINESS LICENSE SOFTWARE TRAINING	4,800.00	
		045-144616	9/25/15 EDEN BUSINESS LICENSE SOFTWARE TRAINING	1,708.90	
		045-142230	8/20/15 EDEN BUSINESS LICENSE SOFTWARE CONSULTATION	600.00	
		045-145431	9/22-12/31/15 EDEN BUSINESS PARCEL MANAGER SUPPORT	270.00	<b>31,378.90</b>
48278	11/5/2015		RA STRUCTURAL ENGINEERING		
		B00-012-126-1	9/15 PLAN CHECK SERVICES	4,940.00	
		B00-012-267-1	9/15 PLAN CHECK SERVICES	1,755.00	

**113**

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		B00-012-595-1	8/15-9/15 PLAN CHECK SERVICES	1,235.00	
		B00-012-633-1	9/15 PLAN CHECK SERVICES	845.00	
		B00-012-605-1	9/15 PLAN CHECK SERVICES	650.00	
		B00-012-644-1	9/15 PLAN CHECK SERVICES	650.00	
		B00-012-524-1	7/15-10/15 PLAN CHECK SERVICES	650.00	
		B00-012-659-1	9/15 PLAN CHECK SERVICES	585.00	<b>11,310.00</b>
48291	11/5/2015		SMITH PIPE & SUPPLY INC.		
		2890631	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	5,468.30	
		2891148	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	2,838.14	
		2894558	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	2,207.47	
		2892691	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	255.14	
		2898120	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	126.48	<b>10,895.53</b>
48292	11/5/2015		SOUTHERN CALIFORNIA EDISON CO.		
		2-10-345-9178	9/15 UTILITIES	5,431.49	
		2-01-570-2186	10/15 UTILITIES	1,482.33	
		2-26-379-6526	9/15-10/15 UTILITIES	491.23	
		2-32-228-7590	10/15 UTILITIES	417.62	
		2-30-405-2939	10/15 UTILITIES	144.52	
		2-10-366-7440	9/15 UTILITIES	143.24	
		2-26-446-8521	10/15 UTILITIES	113.22	
		2-02-275-6597	10/15 UTILITIES	103.65	
		2-28-811-8029	10/15 UTILITIES	96.92	
		2-28-811-8524	10/15 UTILITIES	88.73	
		2-04-013-0916	10/15 UTILITIES	85.21	
		2-33-975-8682	10/15 UTILITIES	82.56	
		2-28-811-9811	10/15 UTILITIES	81.94	
		2-10-366-7580	9/15 UTILITIES	80.13	
		2-19-255-7163	10/15 UTILITIES	66.20	
		2-26-702-6078	10/15 UTILITIES	65.68	
		2-28-811-8425	10/15 UTILITIES	64.34	
		2-26-702-6078	9/15 UTILITIES	62.63	
		2-26-702-6078	9/15 UTILITIES	62.63	
		2-28-811-8466	10/15 UTILITIES	61.98	
		2-30-405-3051	10/15 UTILITIES	56.00	
		2-28-811-8367	10/15 UTILITIES	54.71	
		2-31-473-5101	10/15 UTILITIES	47.52	
		2-36-295-8456	9/15 UTILITIES	44.48	
		2-19-200-4638	10/15 UTILITIES	40.34	
		2-35-253-2683	10/15 UTILITIES	33.73	
		2-32-400-4498	10/15 UTILITIES	26.75	
		2-01-570-2202	10/15 UTILITIES	20.56	
		2-35-530-3157	9/15 UTILITIES	11.14	

**114**  
**9,561.48**

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48216	11/5/2015		CDW GOVERNMENT, INC.		
		XG09683	8/15 COMPUTER SOFTWARE PURCHASE	5,281.50	
		ZL94671	10/15 COMPUTER HARDWARE PURCHASE	1,056.07	
		ZN99198	10/15 COMPUTER HARDWARE PURCHASES	1,024.67	
		ZL22231	10/15 COMPUTER HARDWARE PURCHASES	790.92	
		ZJ08568	9/15 COMPUTER HARDWARE PURCHASE	136.43	
		ZJ34215	9/15 COMPUTER HARDWARE PURCHASES	113.69	
		ZP10387	10/15 COMPUTER HARDWARE PURCHASES	74.56	<b>8,477.84</b>
48248	11/5/2015		INDIAN WELLS CHAMBER OF		
		DTD 7/1/15	11/15 2015/16 CHAMBER OF COMMERCE FUNDING	7,500.00	<b>7,500.00</b>
48219	11/5/2015		COACHELLA VALLEY ASSOC OF GOVT		
		JUL15	7/15 TUMF DISTRIBUTION BALANCE DUE	3,674.88	
		DTD 9/30/15	9/15 2015/16 HOMELESS BUS PASS PROGRAM CONTRIBUTION	3,000.00	<b>6,674.88</b>
48203	11/5/2015		ADAM HALL'S PLANT NURSERY		
		DTD 10/16/15	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	2,770.20	
		DTD 10/2/15	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	1,755.00	
		607224	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	1,647.00	<b>6,172.20</b>
48191	10/13/2015		J.H. THOMPSON & SONS, INC.		
		8085	7/15 CONCRETE REPAIRS	4,021.80	
		8086	7/15 CONCRETE REPAIRS	1,757.00	<b>5,778.80</b>
48239	11/5/2015		GREEN DESERT NURSERY		
		66798	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	3,645.63	
		67038	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	750.60	
		66975	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	548.10	<b>4,944.33</b>
48212	11/5/2015		CALIFORNIA DESERT NURSERY, INC		
		80717	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	1,620.00	
		80720	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	1,620.00	
		80706	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	810.00	
		80728	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	567.00	<b>4,617.00</b>
48192	10/13/2015		SITEONE LANDSCAPE SUPPLY, LLC		
		73337594	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	1,301.57	
		73471467	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	966.63	
		73455343	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	308.41	
		73420720	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	191.71	
		73332688	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	178.85	
		73471208	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	145.00	
		73382024	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	139.35	
		73404248	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	139.30	
		73414818	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	127.17	
		73469703	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	107.19	
		73341475	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	96.67	

115

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		73397212	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	80.25	
		73355631	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	72.50	
		73310716	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	50.04	
		7343279	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	50.04	
		73484649	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	45.47	
		73341544	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	31.77	
		73416047	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	30.21	<b>4,062.13</b>
48218	11/5/2015		CLEANSTREET		
		79699	9/15 CITYWIDE STREET SWEEPING SERVICES	3,702.73	
		79893	9/23/15 EXTRA STREET SWEEPING SERVICE	298.00	<b>4,000.73</b>
48228	11/5/2015		DESERT PUBLICATIONS, INC		
		44793	10/15 PALM SPRINGS LIFE ANNUAL CITY ADVERTORIAL	3,995.00	<b>3,995.00</b>
48270	11/5/2015		PERFECT IMAGES JANITORIAL		
		90853	9/15 JANITORIAL MAINTENANCE	3,495.00	<b>3,495.00</b>
48303	11/5/2015		WILLDAN FINANCIAL SERVICES		
		010-28937	10/15-12/15 CITYWIDE LEVY SERVICES	3,467.39	<b>3,467.39</b>
48195	10/16/2015		DELTA DENTAL		
		BE001327180	10/15 DENTAL INSURANCE PREMIUMS	3,419.70	<b>3,419.70</b>
48242	11/5/2015		HIGH TECH MAILING SERVICES		
		31397	10/15 NEWSLETTER MAILING SERVICES	3,387.84	<b>3,387.84</b>
48238	11/5/2015		GRAPHTEK INTERACTIVE		
		10170-1	11/15 NEWSLETTER DESIGN SERVICES	2,500.00	
		10117-1	9/15 BRAND COMMUNICATION PLAN DESIGN	600.00	<b>3,100.00</b>
48287	11/5/2015		SHARK POOLS, INC.		
		15201003	10/15 WALK OF HONOR FOUNTAIN MAINTENANCE	720.00	
		15201004	10/15 IW LANE WEST SIDE OF HWY 111 FOUNTAINS MAINTENANCE	720.00	
		15201005	10/15 IW LANE EAST SIDE OF HWY 111 FOUNTAINS MAINTENANCE	720.00	
		15201001	10/15 CITY HALL ENTRY FOUNTAIN MAINTENANCE	360.00	
		15201002	10/15 CITY FLAGPOLE FOUNTAIN MAINTENANCE	360.00	<b>2,880.00</b>
48275	11/5/2015		PROPER SOLUTIONS		
		3504	10/5-10/9/15 CITY STAFF TEMP SERVICES	1,118.88	
		3538	10/13-10/16/15 CITY STAFF TEMP SERVICES	959.04	
		3469	9/30-10/1/15 CITY STAFF TEMP SERVICES	799.20	<b>2,877.12</b>
48290	11/5/2015		SITEONE LANDSCAPE SUPPLY, LLC		
		73636798	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	971.60	
		73554441	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	294.74	
		73616435	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	237.02	
		73488832	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	199.46	

116

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		73471249	9/15 LANDSCAPE IRRIGATION SUPPLIES	180.14	
		73474123	9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	175.22	
		73608858	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	93.52	
		73536116	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	90.94	
		73488055	9/15 LANDSCAPE IRRIGATION SUPPLIES-A8	76.71	
		73602889	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	64.96	<b>2,384.31</b>
48230	11/5/2015		DUDEK		
		20154938	9/15 GIS CONSULTING SERVICES	2,232.15	<b>2,232.15</b>
48259	11/5/2015		MCKINNEY, WADE G.		
		SAN JOSE	9/30-10/2/15 LCC ANNUAL CONFERENCE TRAVEL EXP REIMB	938.86	
		DTD 10/13/15	2/15 LCC 2016 CITY MANAGERS DEPT MEETING REGISTRATION REIMB	650.00	
		MILLBREA	10/8-10/9/15 CCMF BOARD MEETING TRAVEL EXP REIMB	566.52	<b>2,155.38</b>
48197	10/16/2015		GREATER PALM SPRINGS		
		0091199-IN	10/5-10/9/15 CANADA SALES MISSION PARTICIPATION FEES	2,000.00	<b>2,000.00</b>
48207	11/5/2015		B.G. STRUCTURAL ENGINEERING		
		917.617	10/15 PLAN CHECK SERVICES	525.00	
		917.619	9/15 PLAN CHECK SERVICES	487.50	
		917.626	9/15 PLAN CHECK SERVICES	375.00	
		917.610	8/15 PLAN CHECK SERVICES	300.00	
		917.627	9/15 PLAN CHECK SERVICES	225.00	<b>1,912.50</b>
48268	11/5/2015		PARKHOUSE TIRE, INC.		
		2030136814	8/15 (4) TRUCK TIRES	1,104.76	
		203013673	8/15 (2) BACKHOE TIRES	628.01	<b>1,732.77</b>
48273	11/5/2015		PRINTING PLACE		
		151804	10/15 NEWSLETTER PRINTING SERVICES	1,695.00	<b>1,695.00</b>
48302	11/5/2015		WEX BANK		
		42474785	9/15 CITY FLEET VEHICLES FUEL SUPPLY	1,638.90	<b>1,638.90</b>
48200	10/16/2015		UNION SECURITY INSURANCE CO.		
		4015595	10/15 SHORT/LONG TERM DISABILITY INSURANCE	1,624.64	<b>1,624.64</b>
48208	11/5/2015		BEANYWHERE CANADA INC.		
		US13513	9/15 YEARLY ANTIVIRUS LICENSE SUBSCRIPTION	1,584.00	<b>1,584.00</b>
48199	10/16/2015		STATE BOARD OF EQUALIZATION		
		101637688	7/15-9/15 SALES AND USE TAX DUE	1,511.00	<b>1,511.00</b>
48261	11/5/2015		MSH		
		00005694	10/15 SANDBAG SUPPLY	1,342.80	<b>1,147.80</b>

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48189	10/13/2015		BALOCCO, RICHARD		
		SAN JOSE	9/29-10/2/15 LEAGUE OF CA CITIES TRAVEL EXP REIMB	1,289.76	<b>1,289.76</b>
48286	11/5/2015		RYDIN DECAL		
		311855	9/15 2016 BUSINESS LICENSE DECALS	1,278.41	<b>1,278.41</b>
48258	11/5/2015		MARTIN SWEEPING		
		8281	9/15 CITYWIDE STORM DRAIN FACILITIES MAINTENANCE	1,183.75	<b>1,183.75</b>
48260	11/5/2015		MERTENS, TED		
		SAN JOSE	9/29-10/3/15 LCC ANNUAL CONFERENCE TRAVEL EXP REIMB	1,135.22	<b>1,135.22</b>
48282	11/5/2015		RENAISSANCE ESMERALDA RESORT		
		7946	10/15 GROUP INCENTIVES TRANSPORTATION SERVICES	1,133.00	<b>1,133.00</b>
48250	11/5/2015		INNOVATIVE DOCUMENT SOLUTIONS		
		160071	9/15 COPIERS MAINTENANCE-IRA6265 & IRC7270	916.23	
		160070	9/15 CANON COPIER MAINTENANCE-IR7105 & IR4045	201.99	<b>1,118.22</b>
48280	11/5/2015		REED, DANA		
		SAN JOSE	9/29-10/2/15 LCC ANNUAL CONFERENCE TRAVEL EXP REIMB	1,078.00	<b>1,078.00</b>
48231	11/5/2015		ESRI INC.		
		93040471	1/4/16-1/3/17 ARCGIS SOFTWARE SUPPORT RENEWAL FEES	1,064.00	<b>1,064.00</b>
48274	11/5/2015		PRIORITY NEOPOST		
		SWINV410708	7/15 ANNUAL FOLDING MACHINE MAINTENANCE FEE	1,044.00	<b>1,044.00</b>
48240	11/5/2015		HALO BRANDED SOLUTIONS		
		2531833	10/15 SALES MISSION GIVEAWAYS	972.00	<b>972.00</b>
48224	11/5/2015		COUNTY OF RIVERSIDE		
		AN0000000589	9/15 ANIMAL SHELTER MAINTENANCE SERVICES	751.61	
		AN0000000566	8/15 ANIMAL SHELTER MAINTENANCE SERVICES	218.46	<b>970.07</b>
48241	11/5/2015		HANSON, DOUGLAS		
		SAN JOSE	9/29-10/2/15 LCC CONFERENCE TRAVEL EXPENSE REIMB	951.35	<b>951.35</b>
48297	11/5/2015		TIME WARNER CABLE		
		8448410760148720	10/6-11/5/15 CITY HALL INTERNET SERVICES	889.00	<b>889.00</b>
48279	11/5/2015		RASA		
		4899	10/15 MAP/PLAN CHECKING SERVICES	380.00	
		4894	9/15 MAP/PLAN CHECKING SERVICES	310.00	
		4895	9/15 MAP/PLAN CHECKING SERVICES	190.00	<b>1,180.00</b>

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48202	10/16/2015	121858900001	VISION SERVICE PLAN - (CA) 10/15 VISION INSURANCE PREMIUMS	846.26	<b>846.26</b>
48253	11/5/2015	12035	JP TREE CARE CERTIFD ARBORIST 9/25/15 CODE ENFORCEMENT ABATEMENT SERVICES	740.00	
		12036	9/25/15 CODE ENFORCEMENT ABATEMENT SERVICE	80.00	<b>820.00</b>
48245	11/5/2015	25904	HOSPITALITY EBUSINESS 11/15 ADVERTISING & PROMOTION WEB SERVICES	800.00	<b>800.00</b>
48190	10/13/2015	69408	CAM STONE'S AUTOMOTIVE 9/15 CITY FLEET VEHICLE MAINTENANCE	353.94	
		68946	7/15 CITY FLEET VEHICLE MAINTENANCE	315.99	
		69602	9/15 CITY FLEET VEHICLE MAINTENANCE	66.34	
		68674	7/15 CITY FLEET VEHICLE MAINTENANCE	46.13	<b>782.40</b>
48255	11/5/2015	DTD 10/16/15	LUMPKIN, RUSSELL L. 10/9-10/16/15 BUILDING INSPECTION SERVICES	768.00	<b>768.00</b>
48266	11/5/2015	SI47172	OMEGA INDUSTRIAL SUPPLY, INC 10/15 MAINTENANCE SUPPLIES	694.14	<b>694.14</b>
48295	11/5/2015	71698071-0	TELEPACIFIC COMMUNICATIONS 10/15 CITY HALL PHONE SERVICE	520.71	
		71716218-0	10/15 E.O.C. EMERGENCY PHONE SERVICE	160.01	<b>680.72</b>
48289	11/5/2015	43242	SITEIMPROVE, INC. 10/5-1/5/16 WEBSITE QUALITY IMPROVEMENT SERVICES	672.00	<b>672.00</b>
48227	11/5/2015	232983	DESERT FIRE EXTINGUISHER CO., 9/15 ANNUAL FIRE EXTINGUISHER SERVICE	641.71	<b>641.71</b>
48262	11/5/2015	1186	N.E.A.D., INC. 7/15-9/15 MOBILE MUNICIPAL APP SUPPORT	600.00	<b>600.00</b>
48225	11/5/2015	DTD 9/30/15	DEGROOT, CRAIG 9/15 UNIFORM SUPPLY REIMBURSEMENT	582.45	<b>582.45</b>
48256	11/5/2015	1407601-1 0025	LUXTEC BUILDERS, INC 3/18/14 DEPOSIT REFUND-43087 VIA SIENA	580.00	<b>580.00</b>
48293	11/5/2015	3280786118	STAPLES 10/15 OFFICE SUPPLIES	332.62	
		3279016174	9/15 OFFICE SUPPLIES	172.88	
		3279016175	9/15 OFFICE SUPPLIES	16.37	
		3279016173	9/15 OFFICE SUPPLIES	13.17	
		3280786116	10/15 OFFICE SUPPLIES	11.01	

**119**

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		3280786117	10/15 OFFICE SUPPLIES	11.01	<b>557.06</b>
48198	10/16/2015		STANDARD INSURANCE COMPANY		
		643033	10/15 LIFE INSURANCE/AD&D PREMIUMS	554.19	<b>554.19</b>
48229	11/5/2015		DESERT REPROGRAPHICS, LLC		
		48624	9/15 DIGITAL SCANNING SERVICES	551.25	<b>551.25</b>
48210	11/5/2015		BMW MOTORCYCLES OF RIVERSIDE		
		6011642/1	9/15 TRAFFIC MOTORCYCLE MAINTENANCE	529.86	<b>529.86</b>
48252	11/5/2015		JOBS AVAILABLE, INC.		
		1521015	9/22/15 & 10/6/15 JOB ADVERTISEMENT	491.40	<b>491.40</b>
48213	11/5/2015		CANON FINANCIAL SERVICES, INC		
		15344060	10/15 PRINTER/SCANNER LEASE	447.12	<b>447.12</b>
48221	11/5/2015		COACHELLA VALLEY WATER DIST.		
		317055-849582	9/15 UTILITIES	380.33	
		331197-849962	9/15 UTILITIES	61.31	<b>441.64</b>
48288	11/5/2015		SIMPLOT PARTNERS		
		208053317	10/15 LANDSCAPE MAINTENANCE SUPPLIES	255.04	
		208052800	10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	155.15	<b>410.19</b>
48276	11/5/2015		PRUDENTIAL OVERALL SUPPLY		
		22132410	10/14/15 FACILITY SERVICES	144.31	
		22124534	9/30/15 FACILITY SERVICES	144.30	
		22128049	10/7/15 FACILITY SERVICES	115.55	<b>404.16</b>
48235	11/5/2015		FULTON DISTRIBUTING		
		362647	10/15 KITCHEN/MEETING SUPPLIES	381.16	<b>381.16</b>
48296	11/5/2015		THARP, STEVEN G.		
		333	9/15 IWTV DEVELOPMENT SERVICES	375.00	<b>375.00</b>
48220	11/5/2015		COACHELLA VALLEY VIOLENT CRIME		
		IW2015-001	1/15-6/15 PUBLIC SAFETY T-1 PHONE SERVICE	352.77	<b>352.77</b>
48271	11/5/2015		PETERMAN LUMBER, INC		
		FON00627762-001	9/15 MAINTENANCE SUPPLIES	329.04	<b>329.04</b>
48196	10/16/2015		EMPLOYMENT DEVELOPMENT DEPT		
		00370351-360	10/9/15 PAYROLL GARNISHMENT	326.79	<b>326.79</b>
48222	11/5/2015		CONSOLIDATED ELECTRICAL DIST.		
		5725-404389	10/15 MAINTENANCE SUPPLIES	272.92	
		5725-402384	10/15 MAINTENANCE REPAIR SUPPLIES	31.30	<b>120</b>

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48301	11/5/2015	5725-403033	10/15 MAINTENANCE SUPPLIES	17.54	<b>321.76</b>
		1300	WELCH, PATRICIA 11/11/15 VETERAN'S DAY CEREMONY SINGING SERVICES	300.00	<b>300.00</b>
48243	11/5/2015	10414491	HI-LINE ELECTRIC CO., INC. 10/15 MAINTENANCE SUPPLIES	277.16	<b>277.16</b>
48257	11/5/2015	5690	MARK CIESLIKOWSKI PHOTOGRAPHY 10/13/15 BRAY MONUMENT PHOTOGRAPHY SERVICES	267.30	<b>267.30</b>
48217	11/5/2015	502964	CISLO & THOMAS LLP 9/15 TRADEMARK LEGAL SERVICES	220.00	<b>220.00</b>
48285	11/5/2015	SH0000026981	RIVERSIDE COUNTY SHERIFF DEPT. 7/15 TRAFFIC MOTORCYCLE FUEL	126.13	
		SH0000026985	8/15 TRAFFIC MOTORCYCLE FUEL	82.72	<b>208.85</b>
48244	11/5/2015	3021114	HOME DEPOT 10/15 MAINTENANCE SUPPLIES	118.50	
		7012862	9/15 LANDSCAPE MAINTENANCE SUPPLIES	47.13	
		2572561	9/15 MAINTENANCE SUPPLIES	35.86	
		9020534	10/15 MAINTANCE SUPPLIES	21.55	
		0200794	9/15 CREDIT LANDSCAPE MAINTENANCE SUPPLIES	-33.83	<b>189.21</b>
48233	11/5/2015	93111	FERNANDO'S BUST-A-BUG 10/15 PEST CONTROL SERVICES-CIVIC CENTER	96.00	
		93112	10/15 PEST CONTROL SERVICES-FIRE STATION	50.00	
		93113	10/15 PEST CONTROL SERVICES-WALK OF HONOR	20.00	<b>166.00</b>
48294	11/5/2015	17495	STAPLES 9/15 OFFICE SUPPLIES	130.02	
		19072	9/15 OFFICE SUPPLIES	33.24	<b>163.26</b>
48237	11/5/2015	0154003	GOVERNMENT FINANCE OFFICERS 9/15 2015/16 GFOA MEMBERSHIP RENEWAL-K.MCCARTHY	160.00	<b>160.00</b>
48226	11/5/2015	S2238120.001	DESERT ELECTRIC SUPPLY 10/15 CITY PARKWAYS LANDSCAPE LIGHTING SUPPLIES	144.90	<b>144.90</b>
48234	11/5/2015	573157	FIRST CHOICE SERVICES 10/15 CITY HALL COFFEE SUPPLY	142.75	<b>142.75</b>
48277	11/5/2015	17816	PUBLIC RECORD 10/13/15 LEGAL NOTICES-PLANNING DEPT	135.00	<b>135.00</b>
48272	11/5/2015	129813	POWERS AWARDS 10/15 (9) COMMUNITY GARDEN NAME PLATES	131.22	<b>121</b> <b>131.22</b>

**CITY OF INDIAN WELLS  
11/05/2015 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48281	11/5/2015	29345	REGAL PLASTIC SUPPLY CO. 10/15 MAINTENANCE SUPPLIES	127.07	<b>127.07</b>
48247	11/5/2015	2396177-00	IMPERIAL SPRINKLER SUPPLY, INC 9/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES	118.98	<b>118.98</b>
48267	11/5/2015	195574 195623 195651 195346 195754 195360	PALM DESERT ACE HARDWARE 10/15 MAINTENANCE SUPPLIES 10/15 MAINTENANCE SUPPLIES 10/15 MEDIAN LANDSCAPE CONVERSION SUPPLIES 9/15 MAINTENANCE SUPPLIES 10/15 MAINTENANCE SUPPLIES 9/15 MAINTENANCE SUPPLIES	31.98 30.16 24.27 9.71 9.16 7.55	<b>112.83</b>
48223	11/5/2015	000111821642483	COSTCO MEMBERSHIP 12/15 (1) EXECUTIVE MEMBERSHIP RENEWAL	110.00	<b>110.00</b>
48264	11/5/2015	015931994	NATIONAL NOTARY ASSOCIATION 11/15-10/17 (2) YEAR MEMBERSHIP DUES-A.GRANDYS	99.00	<b>99.00</b>
48205	11/5/2015	151100106101	AROUND-THE-CLOCK 9/22-10/19/15 AFTER HOURS PHONE ANSWERING SERVICE	91.00	<b>91.00</b>
48236	11/5/2015	REIMB	GOOD, CHARLES 8/3/15 SHORT-TERM BUSINESS LICENSE REFUND	86.00	<b>86.00</b>
48211	11/5/2015	44-BS 405166	BURRTEC WASTE & RECYCLING 10/15 ONSITE STORAGE BOX RENTAL	80.00	<b>80.00</b>
48251	11/5/2015	1920701003187	INTERSTATE ALL BATTERY CENTER 9/15 TRAFFIC MOTORCYCLE TICKETWRITER BATTERY	77.44	<b>77.44</b>
48214	11/5/2015	988548105 988538757	CANON SOLUTIONS AMERICA, INC. 10/15 WIDE FORMAT COPIER/SCANNER MAINTENANCE 9/15 COLOR PRINTER USAGE & MAINTENANCE	54.63 12.94	<b>67.57</b>
48232	11/5/2015	5-185-51027	FEDERAL EXPRESS CORP. 9/15 EXPRESS MAIL SERVICES	67.15	<b>67.15</b>
48269	11/5/2015	DTD 9/30/15	PELLETIER, BRUCE 9/15 UNIFORM SUPPLY REIMBURSEMENT	66.91	<b>66.91</b>
48299	11/5/2015	200-1815	VERIZON CALIFORNIA 10/15 TRAFFIC SIGNAL PHONE LINE SERVICE	56.31	<b>56.31</b>

**122**

**CITY OF INDIAN WELLS  
11/05/2015 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>
48246	11/5/2015	50579115	IMPERIAL IRRIGATION DISTRICT 10/15 UTILITIES	52.32	<b>52.32</b>
48204	11/5/2015	66885	AMERICAN FORENSIC NURSES 9/15 PUBLIC SAFETY BLOOD DRAW TESTING SERVICES	40.00	<b>40.00</b>
48215	11/5/2015	74568	CARDINAL PROMOTIONS 9/15 CUSTOM EMBROIDERY SERVICES	35.10	<b>35.10</b>
48249	11/5/2015	124069	INLAND POWER EQUIPMENT CO. 9/15 TOOL SUPPLY & REPAIR SERVICE	27.30	<b>27.30</b>
48194	9/30/2015	352000006506	UNITED WAY OF THE DESERT 9/25/15 PAYROLL EMPLOYEE CONTRIBUTIONS	27.00	<b>27.00</b>
48201	10/16/2015	352000006506	UNITED WAY OF THE DESERT 10/9/15 PAYROLL EMPLOYEE CONTRIBUTIONS	27.00	<b>27.00</b>
48206	11/5/2015	287243904839	AT&T MOBILITY 9/15 SIM CARD DATA SERVICES	21.49	<b>21.49</b>
48265	11/5/2015	627757319-167	NEXTEL COMMUNICATIONS 9/15 CELLULAR COMMUNICATION SERVICES	20.73	<b>20.73</b>
48283	11/5/2015	AUG15	RIVERSIDE COUNTY AUDITOR/ 8/15 CITATIONS PAYABLE COLLECTIONS	12.50	<b>12.50</b>
48263	11/5/2015	303666	NAPA AUTO PARTS 10/15 MAINTENANCE SUPPLIES	1.11	<b>1.11</b>

114 checks in this report

**TOTAL CITY WARRANTS 48189-48192 & 48194-48303: 647,897.63**

**CITY OF INDIAN WELLS  
11/05/2015 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>
<b>Wires :</b>					
1600	9/28/2015		CALIFORNIA PUBLIC EMPLOYEES		
		100000014597625	10/15 MEDICAL INSURANCE PREMIUMS	64,954.63	<b>64,954.63</b>
1599	9/29/2015		INTERNAL REVENUE SERVICE		
		95-2489139	9/25/15 PAYROLL-FWT, FICA & MEDICARE	40,377.53	<b>40,377.53</b>
1604	10/13/2015		INTERNAL REVENUE SERVICE		
		95-2489139	10/9/15 PAYROLL-FWT, FICA & MEDICARE	31,161.79	<b>31,161.79</b>
1601	10/15/2015		CALPERS RETIREMENT SYSTEM		
		6392517834	9/25/15 PAYROLL CONTRIBUTIONS	25,844.29	<b>25,844.29</b>
1605	10/16/2015		CALPERS RETIREMENT SYSTEM		
		6392517834	10/09/15 PAYROLL CONTRIBUTIONS	21,779.72	<b>21,779.72</b>
1598	9/25/2015		ICMA		
			CONTRIBUTIONS 9/25/15 PAYROLL-401A, 457 & ROTH IRA CONTRIBUTIONS	9,611.36	<b>9,611.36</b>
1602	9/28/2015		CALIFORNIA, STATE OF		
		925-0060-2	9/25/15 PAYROLL-SDI & SWT DEPOSIT	9,392.19	<b>9,392.19</b>
1603	10/13/2015		ICMA		
			CONTRIBUTIONS 10/9/15 PAYROLL-401A, 457 & ROTH IRA CONTRIBUTIONS	9,060.21	<b>9,060.21</b>

**124**

**CITY OF INDIAN WELLS  
11/05/2015 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>
1606	10/13/2015		CALIFORNIA, STATE OF		
		925-0060-2	10/9/15 PAYROLL-SDI & SWT DEPOSIT	6,580.63	<b>6,580.63</b>
2911	9/24/2015		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	9/25/15 PAYROLL IW EMPLOYEE ASSOCIATION DUES	210.00	<b>210.00</b>
2912	10/8/2015		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	10/9/15 PAYROLL IW EMPLOYEE ASSOCIATION DUES	210.00	<b>210.00</b>
<b>TOTAL WIRE DISBURSEMENTS 1598-1606 &amp; 2911-2912 :</b>					<b>219,182.35</b>
				EFT 14290-14318	78,042.13
				<b>Total Net Payroll 10/23/15</b>	<b>78,042.13</b>
<b>TOTAL CITY DISBURSEMENTS:</b>					<b>945,122.11</b>

Note: Warrants 48189-48192 & 48194-48202 were issued prior to the regular scheduled City Council meeting.



11/5/2015

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File #: 1266-15 Item #: A.

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*Indian Wells City Council*  
*City Clerk's Office*

Request to Place on a Future Agenda Discussion Regarding Request for  
Proposals for Legal Services

Request by Council Member Hanson to place on a future agenda discussion regarding soliciting  
Request for Proposals (RFP) for legal services.



11/5/2015

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File #: 1267-15 Item #: B.

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*Indian Wells City Council*  
*City Clerk's Office*

Request to Place on a Future Agenda Discussion Regarding Randy Nolen's  
Request for Investigation

Request by Council Member Hanson to place on a future agenda discussion regarding Randy Nolen's request for an investigation relating to Ty Peabody's and Bill Power's June 14, 2014 visit to Mr. Nolen's residence.



# City of Indian Wells

44-950 Eldorado Drive,  
Indian Wells

11/5/2015

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File #: 1268-15 Item #: C.

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## *Indian Wells City Council* *City Clerk's Office*

Request to Place on a Future Agenda Discussion Regarding Opinion Survey on CV Link

Request by Council Member Balocco to place on a future agenda discussion regarding an opinion survey of the residents on CV Link.