
City Council Meeting Agenda

Thursday, January 7, 2016

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

2. APPROVAL OF THE FINAL AGENDA

3. PROCLAMATIONS AND PRESENTATIONS

- A. [1317-15](#) **Presentation by the Queen and Her Court of the 2016 National Date Festival and County Fair**

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. [1326-15](#) **Memorandum of Understanding with the County of Riverside Transportation Department for Countywide Collision Records Database**

RECOMMENDED ACTIONS:

Council **APPROVES** the Memorandum of Understanding for Countywide Collision Records Database between the County of Riverside Transportation Department and the City; and

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

Attachments: [Memorandum of Understanding](#)

B. [1333-15](#) **Miscellaneous Curb, Gutter and Drainage Repairs**

RECOMMENDED ACTIONS:

Council **AWARDS** contract in the amount of \$42,625 to J.H. Thompson and Sons for Citywide miscellaneous concrete and drainage repairs; and

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

AUTHORIZES a 10% project contingency of \$4,262; and

AUTHROIZES a supplemental appropriation of \$36,887 from the Capital Improvement Fund to the Storm Water Damage Curb and Gutter Project; and

AUTHRORIZE and **DIRECTS** Staff to process a requisition for \$42,625.

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

C. [1318-15](#) **2016 City Council Committee Assignments**

RECOMMENDED ACTION:

Council **APPROVES** the 2016 City Council Committee Assignments.

Attachments: [2016 Council Committee Assignments](#)
[FPPC Form 806](#)

- D. [1324-15](#) **Annual Review of FPPC Gift Restrictions, City Ticket Distribution Policy, and City Campaign Contribution Report Requirement**

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the Fair Political Practices Commission (FPPC) fact sheet "Limitations and Restriction on Gifts, Honoraria, Travel and Loans", and the City's policies regarding ticket distribution and campaign contribution reporting requirement.

Attachments: [FPPC Gift Fact Sheet](#)
[City Ticket Policy](#)
[City Campaign Disclosure](#)

- E. [1320-15](#) **December 17, 2015 City Council Meeting Minutes**

RECOMMENDED ACTION:

Council **APPROVES** the December 17, 2015 City Council Meeting Minutes.

Attachments: [12-17-15 Minutes](#)

- F. [1321-15](#) **Treasurer's Report for October 2015**

RECOMMENDED ACTION:

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

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

- G. [1322-15](#) **FAMD Warrants and Demands**

RECOMMENDED ACTION:

Council **APPROVES** the January 7, 2016 FAMD Warrants and Demands.

Attachments: [FAMD Warrants](#)

H. [1323-15](#) City Warrants and Demands**RECOMMENDED ACTION:**

Council **APPROVES** the January 7, 2016 City Warrants and Demands.

Attachments: [City Warrants](#)

6. PUBLIC HEARINGS

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

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

A. [ORD-120-15](#) Prohibit Cannabis Dispensaries, Manufacturers, Cultivation, and Delivery of Cannabis in the City, and Finding the Project Exempt Under CEQA**RECOMMENDED ACTIONS:**

Council **FINDS** the project to be exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15060, Preliminary Review; and

INTRODUCES Ordinance, to be read by title only and further reading waived, amending Indian Wells Municipal Code Section 21.90.020 to prohibit cannabis dispensaries, cannabis manufacturers, cannabis cultivation and delivery of cannabis in the City.

Attachments: [Ordinance](#)

B. [ORD-121-15](#) Update Water Efficient Landscape Regulations, and Finding the Project Exempt from CEQA

RECOMMENDED ACTIONS:

Council **FINDS** the project to be exempt from the provisions California Environmental Quality Act (CEQA) pursuant to Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources; and

INTRODUCES Ordinance, to be read by title only and further reading waived, amending Chapter 21.70 of the Indian Wells Municipal Code regarding the adoption of State updated water efficient landscape regulations.

Attachments: [Ordinance](#)

7. GENERAL BUSINESS

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

A. [1328-15](#) CV Link Virtual Town Hall Survey

RECOMMENDED ACTION:

Council **DISCUSS** and provides **DIRECTION** on the wording options for a Virtual Town Hall survey regarding the CV Link

B. [1319-15](#) City's 2016 Legislative Priorities

RECOMMENDED ACTION:

Council **APPROVES** the City's 2016 Legislative Priorities.

Attachments: [2016 Legislative Priorities](#)

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

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

9. COUNCIL MEMBERS' REPORTS AND COMMENTS

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

A. Council Member 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

B. 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 Committee

C. 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 Committee

D. Mayor Pro Tem Balocco

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

E. Mayor Reed

Jacueline Cochran Regional Airport Commssion
Riverside County Transportation Commission
Southern Callifornia Association of Governments
CVAG Homelessness
Indian Wells Marketing Committee
Indian Wells Personnel Committee

10. CITY ATTORNEY REPORTS AND COMMENTS**11. ADJOURNMENT**

To an adjourned regular meeting of the City Council to be held at 9:00 a.m. on January 27, 2016 at the Indian Wells Golf Resort, Celebrity Ballroom. The City Council will consider and take action on the following and other matters:

- 1) Adopt Ordinance prohibiting cannabis dispensaries, manufacturers, cultivation, and delivery of cannabis in the City;
- 2) Adopt Ordinance amending Chapter 21.70 of Indian Wells Municipal Code regarding the adoption of State updated water efficient landscape regulations;
- 3) FAMD Warrants and Demands;
- 4) City Warrants and Demands; and
- 5) Annual strategic planing session to discuss, evaluate priorities, and provide direction to staff concerning a range of topics relating to City goals and operations.

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

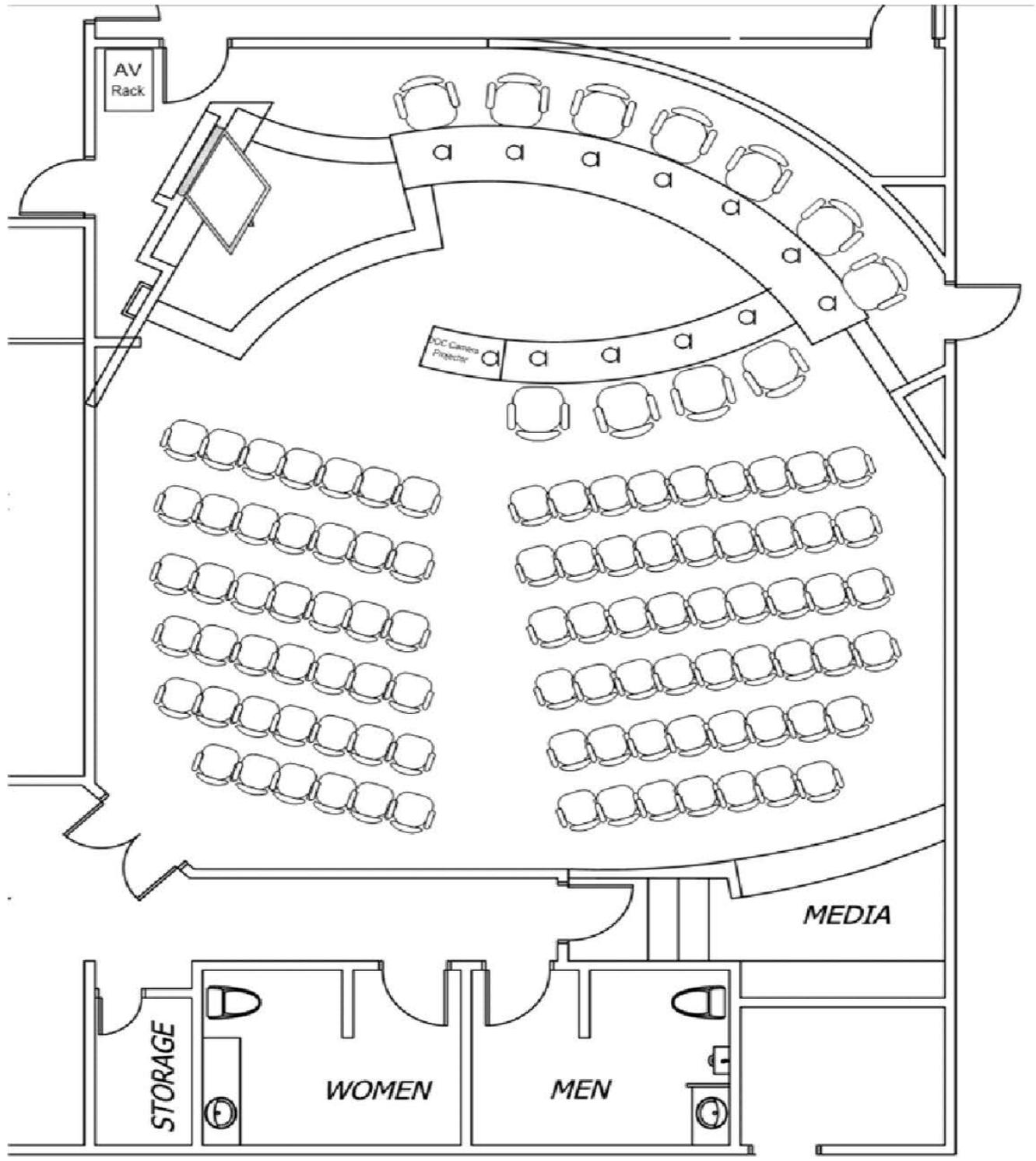
Affidavit of Posting

I, Anna Grandys, certify that on December 31, 2015, I caused to be posted a notice of a City Council Meeting to be held on January 7, 2016 at 1:30 p.m. in the City Hall Council Chambers.

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



Anna Grandys
City Clerk





City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

1/7/2016

File #: 1317-15 Item #: A.

Presentation by the Queen and Her Court of the 2016 National Date Festival and County Fair

INDIAN WELLS HISTORIC PRESERVATION FOUNDATION
14TH ANNUAL MEETING - DECEMBER 6, 2015

PRESIDENT'S MESSAGE

We close this year on a most positive note; the Carl Bray Monument has been completed, the ribbon cut, and the original sign, "Painter of the Smoke Tree" has been hung in the lobby of Indian Wells City Council Chambers. For this, I thank all of you who stuck through some 7 years of trying to get this accomplished and did not give up. We must thank present City Staff and City Council members who, at long last, made this happen. As of Nov. 5, 2015, Indian Wells now has a small park alongside Hwy. 111 where persons on foot or bicycle may stop for respite and at the same time be able to read not only about a local artist, but also learn the history of Indian Wells from the time of its earliest settlers, the Kavinish Indians.

Another feat within the City has been the restoration of the Beck Adobe on Purple Hills Road. Owner, Philip de Limur, has restored this 1932 adobe dwelling to something most magical! The feeling within the old walls takes one back to the 30's and at the same time puts one in 2015 because of the creative ways Philip and the "artisans" have brought the home into an up-to-date-functional time of the present. On March 14, 2015, the IWHPF Board, a few neighbors and members of the Beck family were invited by Philip and his fiancée (Rose Donnelly) for a first look. It was an afternoon of oohs and ahs by everyone attending. The IW Foundation now looks forward to recognizing the Beck Adobe with plaque #2.

Speaking of plaques, take a look at the 1922 Cavanagh Adobe on Cook Street (plaque #1). Much work for completion has been going on. Most recently, we see a new gate and the wall out front has a new "white wash." The Burches (Michael and Diane) are, seemingly, on their way to putting on the final touches and making it their "finished home in Indian Wells." I'm sure we'll hear one day soon as to when the dwelling will be ready and the paperwork updated (most has already been written) for the National Registry of Historic Homes.

Also on the list of IWHPF accomplishments this past year has been the sale of Carl Bray Note Cards. The Palm Springs Art Museum in Palm Springs, the Village Inscraper in Indian Wells, and the Historical Society of Palm Desert, all keep cards for sale in their gift shops. Each has asked for more; in fact, only this past Wednesday, I was in Palm Springs delivering cards, after getting a call asking for "more, please, ASAP?" Earlier this year, at the request of the City of Indian Wells, we provided 200 packets of cards for participants on tour during PS Modernism Week. Please be reminded that if you can't get to a location where cards are for sale, you can always call me or a member of your Board of Directors. In turn, you will be provided your request.

What's next for the IW Foundation? During the past months, the Board has strategized and put together a listing of goals for historic preservation in the coming years. Priorities have been set for 2016 which include: member recruitment (businesses as well as residents), ask the City for archival storage space/cultural center, a few lines in its monthly newsletters, record/video residents "stories," just to name a few. For a complete list, you may contact me and I will be happy to send you the priority list as well as the IW Foundation's goals for the future. Anyone wishing to attend a monthly meeting of the Board, it's an open invitation. We meet the first Tuesday of the month, 10AM, at IW City Hall.

As for the City, remember, Ordinance #574 is in place along with the Mills Act should any resident wish to apply. There are forms on file for City recognition of homes and properties 30-50 years old. For

enhancement of one's home/property you may apply for funding through the Mills Act. To date, as far as I know, no one has applied, so I can't tell you how the system works and/or what more the City must do to make the process "workable." (Warren Morelion, Community Development Director, is the one to contact.)

Getting back to a request from the City for storage, this problem is getting more than insurmountable. There simply is no space, not only for what the IW Foundation has tried to save but for what the City of Indian Wells has saved. Much memorabilia is *marked* Historical Society/City Archives all in ONE. With no place to sort and label, many items are sitting in boxes of "mystery," and should be looked at more "sooner than later," while folks are still around to identify their contents. This task of "looking for storage space and setting it up" is one I will address after the first of the year. With our homes overflowing with photos and other IW memorabilia it's becoming: *shall I save or shall I shred?*

Another topic of discussion with the City will be that they consider a Cultural/Historic Preservation Commission. Many cities in the Coachella Valley have these in place and find that residents working through City commissions find them a more efficient" means to the end. " They certainly relieve the pressure of resident requests to City Staff before staff members have to officially "jump in." Items such as this will be appearing in the IWHPF Newsletters. The next issue? Hopefully, in January! Please contact John Emerson if you wish to add a news item.

My thanks to the 2014-2015 Board of Directors and Advisory Committee. Unfortunately, our Advisory Chair (Jan Holmlund) has resigned but says she will return to help the Foundation *upon request*. Suzy Neiman has also stepped aside after many years, and newly elected, Cynthia Frawley had to give up her duties mid-way through this past summer. To these persons," a special thanks for your participation." A huge thanks also to the three writers of the panels at the Carl Bray Monument. They are: Harry Quinn, Ann Japenga and Steve Lech. The research they took on, as well as their writings must be complimented and to think they told the City they would *work for historic preservation*, turning down any monetary compensation from the City.

Lastly, my thanks to all of you for your support. It's the PEOPLE who can make or break an organization. Your patience and understanding have carried us through another year. We will move on and not give in to sources who sometimes think we should give up and forget the past. We have to remember that the past is our legacy to the future and for this reason we must preserve what comes along.

Sincerely,

Adele Ruxton - President



Overview of the Initiative

What

Get Tested Coachella Valley is a new public health initiative designed to dramatically reduce the spread of HIV by:

- Making voluntary HIV testing standard and routine medical practice;
- Making HIV testing and HIV care available to everyone, including those who don't see healthcare providers on a regular basis;
- Educating the community on how to protect their health and prevent infection.

Why

- Over half of Coachella Valley residents have never been tested for HIV.
- The Centers for Disease Control and Prevention (CDC) estimate that approximately one in six people with HIV does not know they are infected.
- The HIV/AIDS prevalence rate in the Coachella Valley is over two times higher than the national rate—putting everyone at greater risk.
- It has been scientifically proven that if an individual who is HIV positive takes the right medications, he or she is 96% less likely to pass the HIV virus on to others.
- Behavioral studies have shown that those who do not know that they are HIV-positive are more likely to engage in risk behaviors associated with HIV transmission, whereas people who test HIV-positive take steps to keep others from being exposed to the virus.

Who

Get Tested Coachella Valley is driven by a broad coalition of community partners under the leadership of Desert AIDS Project (D.A.P.). Community partners include the Riverside County Department of Public Health; major regional hospitals; local medical clinics, doctors, dentists, and pharmacies; leaders of community- and faith-based organizations, local government, educational institutions, businesses, foundations; and caring individuals.

When

Get Tested Coachella Valley was launched to the public in 2014 and is envisioned as a three-year campaign. The initiative was researched, designed and planned—and is now being implemented—with the help of a broad coalition of community partners.

Where

The Get Tested Coachella Valley campaign is focused on the following cities and adjoining unincorporated areas: Bermuda Dunes, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Mecca, Palm Desert, Palm Springs, Rancho Mirage, Thermal, and Thousand Palms.

How

The Get Tested Coachella Valley action plan combines four powerful strategies:

1. Engage the local healthcare community (hospitals, clinics, doctors, pharmacies) to make voluntary HIV testing standard, with routine referrals to care as necessary;
2. Expand the network of HIV and STD/STI testing sites (including mobile units) to reach individuals at higher risk and those who lack regular contact with healthcare providers;
3. Create a new, regional Linkage to Care Network that enables providers to quickly and easily refer their patients, ensuring that any individual who tests positive for HIV receives needed medical treatment and appropriate care and counseling.
4. Educate and motivate both the general public and target populations through both social and traditional media in both English and Spanish.



To obtain a Get Tested Coachella Valley Partnership Pledge or further information, please contact:

Susan Unger, Project Director
Phone: 855-YES-GTCV (855-937-4828)
Email: sunger@gettestedcoachellavalley.org

Lead Sponsor



The Hospital You Trust To Care For Those You Love

Our Community Coalition

The following organizations, agencies, municipalities, elected officials and community leaders endorse Get Tested Coachella Valley. Each has signed a Partnership Pledge—a commitment to contribute educational outreach, specialized expertise, and implementation support to achieve the goals of the campaign. We welcome you to join us!

- AIDS Assistance Program
- Assemblyman V. Manuel Pérez
- Bienestar
- Bloom in the Desert Ministries UCC
- Brighthouse Marketing
- CCBC
- Cal State University San Bernardino/
Palm Desert Campus
- City of Cathedral City
- City of Coachella
- City of Indio
- City of Palm Desert
- City of Palm Springs
- City of Rancho Mirage
- Clinicas de Salud del Pueblo, Inc.
- Clinton Health Matters Initiative
- Coachella Valley Volunteers in Medicine
- County of San Bernardino
Department of Public Health—
Ryan White HIV/AIDS Program
- Desert AIDS Project
- Desert Business Association
- Desert Healthcare District
- Desert Regional Medical Center
- Eisenhower Medical Center
- Equality California
- Family Services of the Desert
- First Community Baptist Church
- Gear
- Grau Vacation Rentals
- Health Assessment Resource Center
- JFK Memorial Hospital
- Martha's Village and Kitchen
- Mizell Senior Center
- Palm Springs Gay Men's Chorus
- Palm Springs Pride
- Planned Parenthood of the
Pacific Southwest
- Riverside County Department of
Public Health
- Riverside County Health System/
Riverside County Regional Medical Center
- Riverside County Medical Association
- Riverside County Office on Aging
- Riverside County Sheriff's
Inmate Training and Education Bureau
- Representative Raul Ruiz, MD
- Safe Schools Desert Cities
- Senator Barbara Boxer
- Senator Dianne Feinstein
- The Church of St. Paul in the Desert
- The Desert Sun
- The LGBT Center of the Desert
- The Ranch Recovery Center
- UCR School of Medicine
- Walgreens



855-YES-GTCV (855-937-4828)
gettestedcoachellavalley.org



1/7/2016

File #: 1326-15 Item #: A.

Indian Wells City Council

Staff Report - Public Works

Memorandum of Understanding with the County of Riverside Transportation Department for Countywide Collision Records Database

RECOMMENDED ACTIONS:

Council **APPROVES** the Memorandum of Understanding for Countywide Collision Records Database between the County of Riverside Transportation Department and the City; and

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

DISCUSSION:

Background:

In October 2014, the County of Riverside Transportation Department was awarded a grant from the California Office of Traffic Safety (OTS) in the amount of \$340,000 to develop a countywide collision database system (System) that will allow the County and cities within the County to collect and share data about collisions on local roads. The goal of this System is to share information and assist cities in analyzing collisions and determining what, if any, improvements could make roads safer.

Analysis:

Each City participating in the System must execute a Memorandum of Understanding (MOU) with the County. The following is a summary of the features of the System and the obligations of the City and County as specified in the MOU:

- Each City will receive, at no cost, software and training for a new collision database system. No new hardware needed; the software will be installed on an existing City computer.
- Collision data is entered in the System by the Riverside County Sheriff's Department (currently being performed).

File #: 1326-15 **Item #:** A.

- Collision data will be uploaded monthly into the System, where it will be accessible to the County and all participating Cities to view, analyze, and generate reports.
- The MOU will remain in effect for five (5) years from the date of execution, providing the System is functional. The MOU allows for termination by the City with a 60-day notice.

It is anticipated that most, if not all Riverside County cities will participate in the System. Currently, collision reports available to the City are generated on an irregular basis by the State and contain limited data. The new System will generate specific and detailed reports with data uploaded to the system on a monthly basis. Staff will also be able to view and analyze collisions that occur on roads shared with the adjoining cities of Palm Desert and La Quinta, such as Fred Waring Drive, Washington Street, Hovley Lane East, and Portola Avenue.

FISCAL IMPACT:

The OTS grant received by the County will fund the System for five years, with no fiscal impact to the City during that time. After the initial five years, the City will be responsible for maintenance, license fees, and upgrade costs for the collision software on a fair share cost basis. At that time the City will evaluate whether to continue participating in the System.

ATTACHMENT:

1. Memorandum of Understanding

Memorandum of Understanding
Between the County of Riverside Transportation Department
and the City of Indian Wells

This Memorandum of Understanding (hereinafter referred to as “MOU”) is between the City of Indian Wells (hereinafter “City”) and the County of Riverside Transportation Department (hereinafter “County”). This MOU sets forth the terms of agreement reached between City and County. Unless otherwise specifically provided herein, this MOU is in effect for a period of five (5) years from the later date of signature after both City and County sign, or until such time as the countywide collision records database is non-functional, or until such time as either City or County terminates their participation as outlined under the Section of this MOU titled “*TERM*”.

BACKGROUND

County has received a grant from the California Office of Traffic Safety (“OTS”) to establish a countywide collision records system to facilitate the sharing of collision information between/among cities and County, to identify high collision locations, determine appropriate countermeasures, and direct limited resources for safety improvements so as to more effectively reduce traffic collisions, and the fatalities, injuries and property damage that result from traffic collisions.

OTS recognizes the benefit of such a countywide collision records database and the potential benefits to have the ability to access such a database for statewide use.

PURPOSE

The purpose of this MOU is to outline a framework of conditions on which City and County will collaborate to establish a countywide collision records database, and continue to maintain it so as to share collision information.

CITY OBLIGATION

City will permit the vendor selected by County through the grant project to install the new system if City does not currently have a collision records database system, or update the collision records database system if City currently has an existing system. The installation of the countywide collision records database system shall be at no cost to City.

City will maintain the installed countywide collision records database by installing updates provided by County’s vendor and keeping database current.

City will permit County to obtain City’s collision data via City’s database and/or SWITRS.

City will upload monthly City’s collision data onto countywide collision records database.

City will permit County and other cities in the County of Riverside to access City’s collision data in the countywide collision records database.

To the extent allowed by law, City will not provide collision data that is not originated by City in the countywide collision records database to a third party. Public requests for data for a certain city, other than City, or County, shall be directed to that city, County, or California Highway Patrol that has jurisdiction over such data.

City will be responsible for costs on the continued maintenance of the City's collision database, whether existing or new, including potential license fees or upgrade costs for the collision software, if it becomes necessary, five years after the software system is installed.

If necessary, after five years, City is responsible to pay for a fair share of the cost in maintaining the countywide database if City chooses to continue to participate in the countywide database system.

COUNTY OBLIGATION

County will install and maintain a countywide collision records database that is to be selected through the grant project.

County will upload monthly county collision data onto the countywide collision records database.

County will permit City and other cities in the County of Riverside to access County data in the countywide collision records database.

To the extent allowed by law, County will not provide collision data that is not originated by County in the countywide collision records database to a third party. Public requests for data for all cities and County shall be directed to that city or California Highway Patrol that has jurisdiction over such data.

County will be responsible for costs on the continued maintenance of the countywide collision records database, including potential license fees or upgrade costs for the collision software, for the first five years after the software system is installed as part of the grant project.

County will be responsible for continued maintenance of the countywide collision records database as long as said database continues to function and provide benefits to the County of Riverside and cities.

TERM

This MOU remains in effect for five (5) years, as long as the countywide collision records database is functional. Either City or County may terminate their participation by giving the other party a 60-day written notice. Either City or County may terminate the countywide collision records database if deemed necessary due to insufficient participation by cities, the database not functioning as intended, technical difficulties that cannot be resolved, the database not providing the benefits intended for cities, County and OTS, insufficient funding/resources to sustain the program, or without having to provide a reason.

CONTACT INFORMATION

CITY OF INDIAN WELLS

Name: Bondie Baker

Title: Assistant Engineer II

Phone Number: (760)776-0237

COUNTY OF RIVERSIDE

Name: Lawrence Tai

Title: County Traffic Engineer

Phone Number: (951)955-6816

SIGNATURES

The following authorized representatives of the City and County agree to the above terms by signing below:

CITY OF INDIAN WELLS

COUNTY OF RIVERSIDE TRANSPORTATION
DEPARTMENT

Signature

Patty Romo, Assistant Director of Transportation

Print Name, Title

Date: 9-1-15

Date: _____



1/7/2016

File #: 1333-15 Item #: B.

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

Miscellaneous Curb, Gutter and Drainage Repairs

RECOMMENDED ACTIONS:

Council **AWARDS** contract in the amount of \$42,625 to J.H. Thompson and Sons for Citywide miscellaneous concrete and drainage repairs; and

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

AUTHORIZES a 10% project contingency of \$4,262; and

AUTHORIZES a supplemental appropriation of \$36,887 from the Capital Improvement Fund to the Storm Water Damage Curb and Gutter Project; and

AUTHORIZES and **DIRECTS** Staff to process a requisition for \$42,625.

DISCUSSION:

The Public Works Department has identified various areas for curb, gutter, sidewalk and drainage apron repairs along Highway 111 to mitigate drainage water ponding on traffic lanes. The work involves removal and replacement of the damaged concrete, including traffic control and clean up.

The original project was budgeted for \$10,000 based on preliminary review of 12 specific locations along Highway 111. However, Staff revised the project list to include cracked/broken areas in need of repairs and expanded the list to 39 locations.

The City requested bids from local concrete firms. The results are as follows:

J.H. Thompson & Sons, Inc.	\$ 42,625
United Brothers Concrete	\$122,990
Mascorro Concrete	(Did not bid)

File #: 1333-15 **Item #:** B.

FISCAL IMPACT:

Staff is requesting a supplemental appropriation of \$36,887 from the Capital Improvement Fund to the Storm Water Damage Curb and Gutter Project.

ATTACHMENTS:

1. Contract
2. Requisition



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

CITYWIDE CONCRETE AND STORM DRAIN REPAIRS

This Contract is made and entered into this **7th** day of **January, 2016** by and between the City of Indian Wells, a municipal organization organized under the laws of the State of California with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California (“City”) and **J.H. Thompson & Sons, a California Corporation** with its principal place of business at **79-607 County Club Drive, Ste. 2, Bermuda Dunes, CA 92203** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

RECITALS

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

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

C. City desires to engage Contractor to render such services for the **citywide concrete and storm drain repairs** Project (“Project”) as set forth in this Contract.

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

CONTRACT

1. Parties.

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

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

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

2. Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Notice of Inviting Bids dated November 23, 2015.**

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

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

5. Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **fourteen (14) calendar days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **Two Hundred Fifty and 00/100 Dollars (\$250) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

6. Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of

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

7. Substitutions / "Or Equal".

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

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

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

all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

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

8. Stormwater Pollution Prevention Plan. If applicable, the Contractor shall file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. The Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. It shall be the responsibility of the Contractor to evaluate and include in the Total Contract Price, the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revisions to the SWPPP. The Contractor shall also include in the Total Contract Price the cost of monitoring as required by the Permit.

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

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

11. Compensation and Payment.

11.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Forty-two Thousand Six Hundred Twenty-five and 00/100 Dollars (\$42,625)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

11.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion

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

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

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

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

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

Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

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

13. Termination.

13.1 If Contractor fails to commence work as provided in this Contract, or fails to make delivery of materials promptly as ordered, or to maintain the rate of delivery or progress of the work in such manner as in the opinion of City's authorized representative will ensure a full compliance with the Contract within the time limit, or if in the opinion of City's authorized representative, Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on Contractor and its Surety to provide, within a specified time to be fixed by City's authorized representative, for satisfactory compliance with the Contract. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Contract or be entitled to receive any of the benefits thereof, except as hereinafter provided, and City's authorized representative may, with the approval of the City Council, perform any part of the work or purchase any or all of the material included in the Contract or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the work covered by the Contract or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by City or by other parties for it, in the completion of the work.

13.2 City has the right to terminate or abandon any portion or all of the work under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Contractor of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for

termination of work. A termination without cause by City shall not act as or be deemed a waiver of any potential known or unknown City claims associated with Contractor's performance prior to the date of termination.

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

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

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

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

17. Indemnification.

17.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its respective officials, officers, agents, employees, and representatives ("Indemnitees") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages (including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses) or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to tangible property or persons (including wrongful death, accidents or injuries arising from the alleged failure to inspect or to maintain traffic controllers or traffic signals, injuries or damages occurring during the transport of products or in rendering services under the Contract Documents, such as automobile accidents, trip/slip and fall accidents and third party assaults) arising out of or resulting from the performance of the Work or this Contract (including claims made by subcontractors for nonpayment), to the extent that the acts, omissions or willful misconduct are attributable to the Contractor or anyone employed directly or indirectly by any of them. Contractor shall defend, at Contractor's own cost, expense and risk, with legal counsel of Indemnitee's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its respective officials, officers, agents, employees and representatives. To the extent of its

liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City and its respective officials, officers, agents, employees, and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City and its respective officials, officers, agents, employees, and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782, related to claims arising out of the City's active negligence or willful misconduct.

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

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

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

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

18. Insurance.

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

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

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

(b) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project.

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

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

(b) Automobile Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess

of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

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

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

18.4 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.

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

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

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

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

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

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

19. Bond Requirements.

19.1 Payment Bond. If required by law because the Total Contract Price exceeds \$25,000 or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

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

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

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

20. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall

protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

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

22. Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code,

Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

27. Labor Code Provisions.

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

27.2 Apprenticeable Crafts. If the Total Contract Price exceeds \$35,000 and if Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

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

27.4 Payroll Records. If the Total Contract Price exceeds \$25,000, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner

provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Contractor.

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

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

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

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

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

30. Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or

materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the Parties.

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

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

33. Prohibited Interests.

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

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

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

35. General Provisions.

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

City

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

Contractor

J.H. Thompson & Sons
79-607 Country Club Dr., Ste. 2
Bermuda Dunes, CA 92203
Attn: **Jackson Thompson, Jr.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INDIAN WELLS

J.H. THOMPSON & SONS, INC.

By: _____
Wade G. McKinney
City Manager

By: _____
Jackson Thompson, Jr.
President

Attest: _____
Anna Grandys
City Clerk

By: _____
Sharon Thompson
Secretary

A734478
Classification of Contractor's License

Approved as to form:

Stephen P. Deitsch
City Attorney

Recommended for Approval:

Ken Seumalo, P.E.
Public Works Director

EXHIBIT "A"

PLANS AND SPECIFICATIONS

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

NOT APPLICABLE

EXHIBIT "B"

SPECIAL CONDITIONS

Payment bond and Performance bond are required.

EXHIBIT "C"

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Indian Wells (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 et seq. of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 et seq. of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the

time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 et seq. of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of
Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate
Acknowledgements)

and

Required

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Indian Wells (hereinafter referred to as “City”) has awarded to _____, (hereinafter referred to as the “Contractor”) _____ an agreement for _____ (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City’s rights or the Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 200_.

CONTRACTOR/PRINCIPAL

Name

By: _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney **MUST BE ATTACHED.**



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

SERVICES REQUISITION

DATE	DEPARTMENT
12/30/2015	Public Works

Terms: **Net 30 Days**

VENDOR: J.H. Thompson & Sons, Inc.

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

VENDOR #: 04210

DESCRIPTION	PRICE
FY 15-16 Concrete and Storm Drain Repairs	42,625.00
	-
	-
	-
TOTAL	\$ 42,625.00

ACCOUNT NUMBER	BUDGET AVAILABLE
316.96.00.06731.000	42,625.00
	-
TOTAL	\$ 42,625.00

PREPARED BY: Mirian

DATE: 12/30/2015

REQUISITION CHECKLIST:

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

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

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

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

INSURANCE APPROVAL: *[Signature]* Risk Manager

DATE: _____

REQUIRED	REQUIRED	REQUIRED FOR OVER \$25,000
<u><i>[Signature]</i></u> 12/30/2015	<u><i>[Signature]</i></u>	
Department Head or Designee	Finance Director or Designee	City Manager or Designee
Date	Date	Date



1/7/2016

File #: 1318-15 Item #: C.

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

2016 City Council Committee Assignments

RECOMMENDED ACTION:

Council **APPROVES** the 2016 City Council Committee Assignments.

DISCUSSION:

The City Council agreed to retain the same Council assignments for Calendar Year 2016. Staff completed the Fair Political Practices Commission ("FPPC") Form 806 and posted the form on the City's website on December 22, 2015 as required.

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

ATTACHMENTS:

1. 2016 Council committee assignments
2. FPPC Form 806

I. Regional Committees	BALOCCO	HANSON	MERTENS	PEABODY	REED
California JPIA		X			
Coachella Valley Mountains Conservancy	X		ALT.		
Cove Communities Services Commission	X		X		
Jacqueline Cochran Regional Airport Commission			ALT.		X
RCTC & Sub Committees		ALT.			X
II. Coachella Valley Committees					
Coachella Valley Animal Campus				X	
CVAG Coachella Valley Conservation Commission	X			ALT.	
CVAG Energy	X			ALT.	
CVAG Executive Committee (Mayor)	ALT.				X
CVAG Homelessness	ALT.				X
CVAG Public Safety	ALT.		X		
CVAG Transportation		X	ALT.		
Greater Palm Springs Convention and Visitors Bureau	X	ALT.			
SunLine Transit Agency		ALT.		X	
III. Indian Wells Committees					
Community Activities Committee				X	ALT.
Golf Resort Advisory Committee		X	X		
Grants-In-Aid Committee				X	
Marketing Committee		X			X
IV. Standing Committees					
Finance and Legal Services Oversight Committee		X	X		
Personnel (Mayor & Pro Tem)				X	X
Public Safety Committee	X		X		
Tee Committee		X	X		

**Agency Report of:
Public Official Appointments**

12/22/15 AM 11:56 city of IW

A Public Document

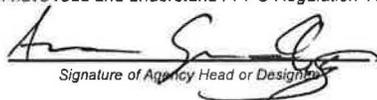
1. Agency Name CITY OF INDIAN WELLS			California Form 806 For Official Use Only
Division, Department, or Region (If Applicable)			
Designated Agency Contact (Name, Title) Anna Grandys, City Clerk			
Area Code/Phone Number 760/346-2489	E-mail agrandys@indianwells.com	Page <u>1</u> of <u>3</u>	Date Posted: <u>12/22/2015</u> <small>(Month, Day, Year)</small>

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
California Joint Powers Insurance Authority	▶ Name <u>Hanson, Douglas</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Mountains Conservancy	▶ Name <u>Balocco, Richard</u> <small>(Last, First)</small> Alternate, if any <u>Mertens, Ted</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>75.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Jacqueline Cochran Regional Airport Commission	▶ Name <u>Reed, Dana</u> <small>(Last, First)</small> Alternate, if any <u>Mertens, Ted</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>50.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Riverside County Transportation Commission & Subcommittee (no additional stipend if held on regular meeting date)	▶ Name <u>Reed, Dana</u> <small>(Last, First)</small> Alternate, if any <u>Hanson, Douglas</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100 + 100</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

3. Verification

I have read and understand FPPC Regulation 18705.5. I have verified that the appointment and information identified above is true to the best of my information and belief.


Signature of Agency Head or Designee

Anna Grandys
Print Name

City Clerk
Title

12/22/2015
(Month, Day, Year)

Comment: _____

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

1. Agency Name CITY OF INDIAN WELLS	Date Posted: <u>12/22/2015</u> <small>(Month, Day, Year)</small>
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2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Coachella Valley Association of Governments - Conservation Commission	▶ Name <u>Balocco, Richard</u> <small>(Last, First)</small> Alternate, if any <u>Peabody, Ty</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> ▶ <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>75.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Energy Committee	▶ Name <u>Balocco, Richard</u> <small>(Last, First)</small> Alternate, if any <u>Peabody, Ty</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> ▶ <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>75.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Executive Committee	▶ Name <u>Reed, Dana</u> <small>(Last, First)</small> Alternate, if any <u>Balocco, Richard</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> ▶ <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Homelessness Committee	▶ Name <u>Reed, Dana</u> <small>(Last, First)</small> Alternate, if any <u>Balocco, Richard</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> ▶ <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>75.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Public Safety Committee	▶ Name <u>Mertens, Ted</u> <small>(Last, First)</small> Alternate, if any <u>Balocco, Richard</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> ▶ <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>75.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Coachella Valley Association of Governments - Transportation Committee	▶ Name <u>Hanson, Douglas</u> <small>(Last, First)</small> Alternate, if any <u>Mertens, Ted</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> ▶ <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>75.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

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

1. Agency Name CITY OF INDIAN WELLS	Date Posted: <u>12/22/2015</u> <small>(Month, Day, Year)</small>
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2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Greater Palm Springs Convention Visitors Bureau	▶ Name <u>Balocco, Richard</u> <small>(Last, First)</small> Alternate, if any <u>Hanson, Douglas</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> ▶ <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>50.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
Sunline Transit Agency Board & Subcommittee	▶ Name <u>Peabody, Ty</u> <small>(Last, First)</small> Alternate, if any <u>Hanson, Douglas</u> <small>(Last, First)</small>	▶ <u>1 / 1 / 16</u> <small>Appt Date</small> ▶ <u>1 year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>50 + 25</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ _____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> <u>Other</u>



1/7/2016

File #: 1324-15 Item #: D.

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

Annual Review of FPPC Gift Restrictions, City Ticket Distribution Policy, and City Campaign Contribution Report Requirement

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the Fair Political Practices Commission (FPPC) fact sheet "Limitations and Restriction on Gifts, Honoraria, Travel and Loans", and the City's policies regarding ticket distribution and campaign contribution reporting requirement.

DISCUSSION:

The Council Policy Manual states the Council shall conduct a review of 1) the FPPC's regulations on gifts, honoraria, travel and loans, 2) the City's ticket distribution policy, and 3) the City's campaign contribution report requirement at the first meeting following the annual Council reorganization.

There were no changes to the City policies in 2015, and there were no major revisions to the FPPC's gift regulations. The FPPC gift limitation from any one source in the aggregate in a calendar year is \$460 for 2016.

Staff has attached the relevant regulations and policies for Council's information. The City Attorney and staff are available to answer questions from Council as to the applicability and/or interpretation of the regulation or policy.

ATTACHMENTS:

1. FPPC Limitations and Restrictions on Gifts, Honoraria, Travel and Loans
2. Council Policy Manual Chapter 2.10 - Ticket Distribution Policy
3. Council Policy Manual Section 2.09.070 - disclosure of campaign contributions



Limitations and Restrictions on Gifts, Honoraria, Travel and Loans

A Fact Sheet For

- Local Elected Officers and Candidates for Local Elective Offices
- Local Officials Specified in Government Code Section 87200
- Judicial Candidates
- Designated Employees of Local Government Agencies

California Fair Political Practices Commission

Toll-free advice line: 1 (866) ASK-FPPC

Email advice: advice@fppc.ca.gov

Web site: www.fppc.ca.gov

January 2015

Introduction

The Political Reform Act¹ (the “Act”) imposes limits on gifts, prohibits honoraria payments, and imposes limits and other restrictions on the receipt of travel payments received by:

- Local elected officers and other local officials specified in Government Code Section 87200,² excluding judges;³
- Designated employees of local government agencies (i.e., individuals required to file statements of economic interests under a local agency’s conflict of interest code); and
- Candidates⁴ for any of these offices or positions and judicial candidates. (Sections 89502 and 89503.)

The Act also imposes limits and other restrictions on personal loans received by certain local officials.

This fact sheet summarizes the major provisions of the Act concerning gifts, honoraria, travel, and loans. You should not, however, rely on the fact sheet alone to ensure compliance with the Act. If you have any questions, contact the Fair Political Practices Commission at (866) 275-3772 or advice@fppc.ca.gov or visit our website at www.fppc.ca.gov. Commission advice letters are available on our website. You may also be subject to local restrictions on gifts, honoraria, or travel.

Enforcement

Failure to comply with the laws related to gifts, honoraria, loans, and travel payments may, depending on the violation, result in criminal prosecution and substantial fines, or in administrative or civil monetary penalties for as much as \$5,000 per violation or three times the amount illegally obtained. (See Sections 83116, 89520, 89521, 91000, 91004 and 91005.5.)

¹ The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

² Local officials specified in Government Code Section 87200 include: members of boards of supervisors and city councils, mayors, city/county planning commissioners, city/county chief administrative officers, city/county treasurers, district attorneys, county counsels, city managers, city attorneys, court commissioners and public officials who manage public investments.

³ The gift limits and honoraria ban in the Political Reform Act do not apply to a person in his or her capacity as judge. However, candidates for judicial offices are subject to the restrictions contained in the Political Reform Act. (Sections 89502 and 89503.)

⁴ For purposes of the gift limit and honoraria prohibition, you become a “candidate” when you file a statement of organization (Form 410) as a controlled committee for the purpose of seeking elective office, a candidate intention statement (Form 501), or a declaration of candidacy, whichever occurs first. If you are an unsuccessful candidate, you will no longer be subject to the gift limit and honoraria prohibition when you have terminated your campaign filing obligations, or after certification of election results, whichever is earlier. (Sections 89502(b) and 89503(b).)

Gifts

Limitations

If you are a local elected officer, a candidate for local elective office, a local official specified in Government Code Section 87200, or a judicial candidate, you may not accept gifts from any single source totaling more than \$460 in a calendar year. (Section 89503.)⁵

If you are an employee of a local government agency who is designated in the agency's conflict of interest code, you may not accept gifts from any single source totaling more than \$460 in a calendar year if you are required to report receiving income or gifts from that source on your statement of economic interests (Form 700). (Section 89503(c).)

What is a "Gift"?

A "gift" is any payment or other benefit provided to you that confers a personal benefit for which you do not provide payment or services of equal or greater value. A gift includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public. (Section 82028.) (See Regulation 18946 for valuation guidelines.)

Except as discussed below, you have "received" or "accepted" a gift when you know that you have actual possession of the gift or when you take any action exercising direction or control over the gift, including discarding the gift or turning it over to another person. This includes gifts that are accepted by someone else on the official's behalf and gifts made to others at the direction of the official. (Regulation 18941.)

Gifts to Family Members

Under certain circumstances, a gift to an official's family member* is considered a gift to the official. (Regulation 18943.) Anything given to a family member is presumed to be a gift to the official if: (1) there is no established relationship between the donor and the family member where it would generally be considered appropriate for the family member to receive the gift or; (2) the donor is someone who lobbies the official's agency, is involved in an action before the official's agency in which the official may foreseeably participate, or engages in business with the agency in which the official will foreseeably participate. (Wedding gifts are treated differently, see below.)

*For purposes of this rule, an official's "family member" includes the official's spouse; registered domestic partner; any minor child of the official who the official can claim as a dependent for federal tax purposes; and a child of the official who is aged 18 to 23 years old, attends school, resides with the official when not attending school, and provides less than one-half of his or her own support.

⁵ The gift limit is adjusted biennially to reflect changes in the Consumer Price Index. For 2015-2016, the gift limit is \$460. (Section 89503; Regulation 18940.2.) Gifts from a single source aggregating to \$50 or more must be disclosed, and gifts aggregating to \$460 or more during any 12-month period may subject an official to disqualification with respect to the source. (Section 87103(e).) Designated employees should obtain a copy of their conflict of interest code from their agency. Some conflict of interest codes require very limited disclosure of income and gifts. Gifts from sources that are not required to be disclosed on your Form 700 are not subject to the \$460 gift limit but still may subject you to disqualification.

Source of Gift

Under most circumstances, it is clear who the source of a gift is, but if the circumstances indicate that the gift is being provided by an intermediary, you must determine both the donor and the intermediary in reporting the gift. Regulation 18945 provides the rules for determining the source of the gift.

Gifts from Multiple Sources

In determining the cumulative value of any reportable gifts, separate gifts from an individual and an entity that the individual controls or where the individual directs the payment of the gift must be aggregated as one source in complying with the reporting and limit requirements. For example, separate gifts from J.R. Ewing and Ewing Oil Company would be treated as if from one source if J.R. owns more than a 50 percent interest in the company unless the making of the gift was determined by someone else in the company. In that case, the gift from Ewing Oil would be aggregated with any gifts made by that individual. (Regulation 18945.1.) Group gifts, where you received a single gift from multiple donors (such as a retirement gift from coworkers) need not be reported unless any person contributes \$50 or more to the total cost of the gift. In that case, you would only report each of those persons. (Regulation 18945.2.)

Valuation of Gifts

The general rule for determining the value of a gift is to apply the fair market value at the time the gift is received. Fair market value can be determined by finding any local or Internet advertisement for the item. Special exceptions to the fair market value rule are contained in Regulations 18946.1 through 18946.5 covering admission to ticketed and invitation-only events, wedding gifts, attendance at nonprofit and political fundraisers, and air travel. (Regulation 18946.) For example, for ticketed events, the value is the face value of the ticket.

General Gift Exceptions

Form 700 Reporting	C/I § 87100	Honoraria Ban	\$460 Gift Limit
No	No	No	No

1. Items that are returned (unused) to the donor, or for which you reimburse the donor, within 30 days of receipt. (Section 82028(b)(2); Regulation 18941.)
2. Items that are donated (unused) to a non-profit, tax-exempt (501(c)(3)) organization in which the official (or immediate family member) does not hold a position, or to a government agency, within 30 days of receipt without claiming a deduction for tax purposes. (Section 82028(b)(2); Regulation 18941.)
3. Gifts from your spouse (or former spouse), child, parent, grandparent, grandchild, brother, sister, current or former parent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin or the spouse of any such person, unless he or she is acting as an agent or intermediary for another person who is the true source of the gift. (Section 82028(b)(3); Regulation 18942(a)(3).) This exception includes great grandparents, great uncles and aunts, great nieces and nephews, and first cousins once removed.
4. Informational material provided to assist you in the performance of your official duties, including books, reports, pamphlets, calendars, periodicals, videotapes, or free admission or discounts to informational conferences or seminars.

“Informational material” may also include scale models, pictorial representations, maps, and other such items. However, if the item’s fair market value is more than \$460, you have the burden of demonstrating that the item is informational. In addition, on-site demonstrations, tours, or inspections, including air flights over an area that is the subject of the information and designed specifically for public officials, are considered informational material. However, this exception does not apply to meals or lodging.

Furthermore, the exception generally does not apply to transportation to the site, except for any portion of the transportation that is not commercially available. (Section 82028(b)(1); Regulations 18942(a)(1) and 18942.1.)

5. A devise or inheritance. (Section 82028(b)(5); Regulation 18942(a)(5).)

6. Campaign contributions to an official, including rebates or discounts received in connection with campaign activities (Section 82028(b)(4); Regulations 18942(a)(4), 18950(a) and 18950.3(a)) and permissible expenditures of campaign funds for campaign-related expenses, including payments for transportation, lodging or food (Regulations 18950(a) and 18950.3(b)), provided they comply and are properly reported in accordance with applicable campaign finance laws.

7. Personalized plaques and trophies with an individual value of less than \$250. (Section 82028(b)(6); Regulation 18942(a)(6).)

8. Free admission to a ticketed event (including any benefits included in the price of the ticket such as a free meal) for the official and one guest at an event where the official performs a ceremonial role, such as throwing out the first pitch at a Dodgers' game, so long as the official's agency complies with the posting provisions set forth in Regulation 18944.1(d). (Regulation 18942(a)(13); Regulation 18942.3; also see discussion of Form 802 below under "Gifts Exceptions Requiring Alternate Reporting.")

9. Free admission, and food and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event. (Regulation 18942(a)(11).)

10. Benefits received as a guest attending a wedding reception where the benefits are the same as those received by the other guests at the reception. (Regulation 18942(a)(15).)

11. Bereavement offerings, such as flowers at a funeral received in memory of a close family member. (Regulation 18942(a)(16).)

12. Benefits received as an act of neighborliness such as the loan of an item, an occasional ride, or help with a repair where the act is consistent with polite behavior in a civilized society and would not normally be part of an economic transaction between like participants under similar circumstances. (Regulation 18942(a)(17).)

13. Two tickets for admission, for use by only the official and one guest, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket(s) must be received from the organization or committee holding the fundraiser. (Regulation 18946.4.)

14. Passes or tickets that provide admission or access to facilities, goods, services, or other benefits (either on a one-time or repeated basis) that you do not use and do not give to another person. (Regulation 18946.1.)

15. Certain payments for travel as discussed below in the "Travel Payments Exceptions" section.

16. Subject to certain conditions, items provided to a government agency and used by officials in the agency for agency business. This may include passes or tickets to (see Regulation 18944.1) or payments for other types of items or activities (see Regulation 18944). An agency must disclose specified payments on a form provided by the FPPC and post the form on its website. (See discussion of Forms 801 and 802 below under "Gift Exceptions Requiring Alternate Reporting.") Contact the FPPC for detailed information.

17. Leave credits (e.g., sick leave or vacation credits) received under a bona fide catastrophic or emergency leave program established by your employer and available to all employees in the same job classification or position. Donations of cash are gifts and are subject to limits and disclosure. (Regulation 18942(a)(9).)

18. Food, shelter, or similar assistance received in connection with a disaster relief program. The benefits must be received from a governmental agency or charity and must be available to the general public. (Regulation 18942(a)(10).)

19. Items awarded in an employee raffle, received by the agency from an agency employee who is not acting as an intermediary for another donor. This exception applies when an agency holds an employee raffle and the item awarded in the raffle has been obtained with agency funds, or is otherwise an asset of the agency and not donated to the agency by a non-agency source. This exception does not apply to passes or tickets of the type described in Regulation 18944.1. (Regulation 18944.2(a) and (b).)

20. Items received by an employee during an employee gift exchange, so long as the items received are provided by another employee of the agency and the gifts are not substantially disproportionate in value. (Regulation 18944.2(c).)

Limited Gift Exceptions

Form 700 Reporting	C/I § 87100	Honoraria Ban	\$460 Gift Limit
No	No	No	No

1. Gifts of hospitality including food, drink or occasional lodging that an official receives in an individual's home when the individual or a member of his or her family is present. (Regulation 18942(a)(7).) For this exception to apply, the official must have a relationship, connection or association with the individual providing the in-home hospitality that is unrelated to the official's position and the hospitality must be provided as part of that relationship. Generally, this means functions like children's birthday parties, soccer team parties, neighborhood barbecues, etc., where other guests attend who are not part of the lobbying process. (Regulation 18942.2.)

2. Gifts commonly exchanged between an official and another individual on holidays, birthdays, or similar occasions to the extent that the gifts exchanged are not substantially disproportionate in value. (Regulation 18942(a)(8)(A).)

3. Reciprocal exchanges between an official and another individual that occur on an ongoing basis so long as the total value of payments received by the official within the calendar year is not substantially disproportionate to the amount paid by the official and no single payment is \$460 or more. For example, if two people get together regularly for lunches and rotate picking up the lunch tab so that each pays approximately half the total value over the course of the calendar year, no gift need be reported. (Regulation 18942(a)(8)(B).)

4. Personal benefits commonly received from a dating partner. These gifts are not disclosable or limited but are subject to disqualification under the conflict of interest laws if the dating partner has certain business before the official as set forth in Regulation 18942(a)(18)(D). (Regulation 18942(a)(18)(A).)

5. Acts of Human Compassion. Assistance, financial or otherwise, to offset family medical or living expenses that the official can no longer meet without private assistance because of an accident, illness, employment loss, death in the family, or other unexpected calamity; or to defray expenses associated with humanitarian efforts such as the adoption of an orphaned child, so long as the source of the donation is an individual who has a prior social relationship with the official of the type where it would be common to provide such assistance, or the payment is made without regard to official status under other circumstances in which it would be common to receive community outreach. (Regulation 18942

(a)(18)(B).) This exception does not apply if the person providing the benefit to the official is an individual who otherwise has business before the official as set forth in Regulation 18942(a)(18)(D).

6. Benefits received from a long-time personal friend where the gift is unrelated to the official's duties. The exception does not apply if the individual providing the benefit to the official is involved in some manner with business before the official. (Regulation 18942(a)(18)(C).) This exception does not apply if the person providing the benefit to the official is an individual who otherwise has business before the official as set forth in Regulation 18942(a)(18)(D).

7. Benefits received from an individual where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made that the official makes or participates in the type of governmental decisions that may have a reasonably foreseeable material financial effect on the individual who would otherwise be the source of the gift. (Regulation 18942(a)(19).)

Gift Exceptions Requiring Alternate Reporting

Form 700 Reporting	C/I § 87100	Honoraria Ban	\$460 Gift Limit
Yes - As Income	Yes	No	No

A prize or award received in a bona fide contest or competition, or game of chance. **Note: Unlike the other exceptions, payments that fall into this exception must be reported as income if valued at \$500 or more.** To qualify for this exception the contest or competition must be unrelated to the official's duties. (Regulation 18942(a)(14).)

Reporting	C/I § 87100	Honoraria Ban	\$460 Gift Limit
Yes - On 801 or 802	No	No	No

The following exceptions are also applicable to payments made to a government agency that are used by officials in the agency under certain conditions to conduct agency business. These types of payments are not treated as gifts or income to the officials who use them, so long as the payments meet certain conditions and they are reported by the officials' agency. These reports must appear on either a Form 801 or Form 802, instead of the official reporting the items on a statement of economic interests (Form 700).

Form 801: This form covers gifts or donations made to an agency and used by one or more officials in the agency for agency business. This may include travel payments, reimbursements, or other uses by an official, but does not cover tickets or passes providing admission to an entertainment or sporting event, which are reported on the Form 802 (discussed below). If the payment meets the requirements of Regulations 18944 or 18950.1, the agency must report it on a Form 801 and the item is not reported on the individual's statement of economic interests (Form 700). (Regulations 18944 and 18950.1.)

Form 802: This form covers gifts or donations made to an agency that provide tickets or passes to an agency official for admission to an entertainment or sporting event. For the ticket or pass to be exempt from reporting on the individual's statement of economic interests (Form 700), the agency must have a written policy stating the public purpose for distribution of the tickets. The ticket or pass cannot be earmarked by the original source for use by a particular agency official and the agency must determine, in its sole discretion, which official may use the ticket or pass. (Regulation 18944.1.) The Form 802 is also used to report tickets provided for officials who perform a ceremonial role on behalf of the agency.

Reporting	C/I § 87100	Honoraria Ban	\$460 Gift Limit
Yes - Form 803 Behested Payment	No	No	No

Generally, payments made at the behest of an official that do not confer a personal benefit on an official such as those made by a third party to co-sponsor an event, or that are principally legislative, governmental or charitable in nature, are not gifts. However, when a local elected officer is making the behest, in some cases these payments may be considered “behested payments” under Section 82015(b)(2)(B)(iii) and (b)(3) and require disclosure by that elected officer.

Form 803: Behested payments are payments made principally for legislative, governmental, or charitable purposes. These payments are not for personal or campaign purposes. For example, a local elected official may ask a third party to contribute funds to a school in her district, or to a job fair or health fair. Generally, a donation will be “made at the behest” if it is requested, solicited, or suggested by the elected officer or member of the Public Utilities Commission, or otherwise made to a person in cooperation, consultation, coordination with, or at the consent of, the elected officer or PUC member. This includes payments behested on behalf of the official by his or her agent or employee. A behested payment does not include payments to an official from a local, state, or federal government agency for use by the official to conduct agency business. For example, free parking provided by a governmental entity to an official for agency business is not a behested payment and is not subject to reporting. Behested payments totaling \$5,000 or more from a single source in a calendar year must be disclosed by the official on a Form 803, which is filed with the official’s agency within 30 days of the date of the payment(s). (Section 82015; Regulation 18215.3.)

Very Limited Gift Exception

Reporting	C/I § 87100	Honoraria Ban	\$460 Gift Limit
Yes - ½ value as gift	Yes	No	No

Wedding gifts are not subject to the \$460 gift limit. However, wedding gifts are reportable, but for purposes of valuing wedding gifts, one-half of the value of each gift is attributable to each spouse. (Regulation 18946.3.)

Honoraria

The Prohibition

Local officials specified in Section 87200 (see page 2) are prohibited from receiving any honoraria payments. Officials and employees of local agencies who file statements of economic interests (Form 700) under the agency's conflict of interest code ("designated employees") may not receive honoraria payments from any source if the employee would be required to report income or gifts from that source on the Form 700, as outlined in the "disclosure category" portion of the conflict of interest code. (Section 89502.)

What is an "Honorarium"?

An "honorarium" is any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. An honorarium includes gift cards or any gift of more than nominal benefit provided in connection with an activity described above. An honorarium does not include items of nominal value such as a pen, pencil, note pad, or similar item. (Section 89501; Regulation 18932.4(e).)

A "speech given" means a public address, oration, or other form of oral presentation, including participation in a panel, seminar, or debate. (Regulation 18931.1.)

An "article published" means a nonfictional written work: 1) that is produced in connection with any activity other than the practice of a bona fide business, trade, or profession; and 2) that is published in a periodical, journal, newspaper, newsletter, magazine, pamphlet, or similar publication. (Regulation 18931.2.)

"Attendance" means being present during, making an appearance at, or serving as host or master of ceremonies for any public or private conference, convention, meeting, social event, meal, or like gathering. (Regulation 18931.3.)

The Act and Commission regulations provide certain exceptions to the prohibition on honoraria. (Section 89501(b); Regulations 18932 –18933.):

Honoraria Exceptions that also apply to gifts and income

1. An honorarium that you return (unused) to the donor or the donor's agent or intermediary within 30 days. (Section 89501(b); Regulation 18933.)
2. An honorarium that is delivered to the official's local agency within 30 days for donation to the agency's general fund and for which you do not claim a deduction for income tax purposes. (Section 89501(b); Regulation 18933.)
3. A payment that is not delivered to you but is made directly to a bona fide charitable, educational, civic, religious, or similar tax-exempt, non-profit organization. However:
 - You may not make the donation a condition for your speech, article, or attendance;
 - You may not claim the donation as a deduction for income tax purposes;
 - You may not be identified to the non-profit organization in connection with the donation; and
 - The donation may have no reasonably foreseeable financial effect on you or on any member of your immediate family. (Regulation 18932.5.)

4. A payment received from your spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person. However, a payment that would be considered an honorarium is prohibited if one of these persons is acting as an agent or intermediary for someone else. (Regulation 18932.4(b).)

5. Any payment, unless specified otherwise, exempted under any of the “Gift Exceptions” listed above.

6. Payments received for a comedic, dramatic, musical, or other similar artistic performance, and payments received for the publication of books, plays, or screenplays. (Regulations 18931.1 and 18931.2.)

7. Reimbursements for reasonable travel expenses provided to you by a bona fide non-profit, tax-exempt (501(c)(3)) entity for which you provide equal or greater consideration. The payment would also be exempt from the definition of income under Section 82030(b)(2). (See discussion under “Travel Payments” below.)

Honoraria Exceptions where the payment may still be considered income (or gifts, if consideration of equal or greater value is not provided by the official)

1. Free admission, and refreshments and similar non-cash nominal benefits, provided to an official during the entire event at which he or she gives a speech, participates in a panel or provides a similar service, and in-California transportation and necessary lodging and subsistence provided directly in connection with the speech, panel or service, including meals and beverages on the day of the activity. (Regulation 18932.4(e).)

2. Income earned and payments for travel made in connection with personal services rendered by the official if the services are provided in connection with a bona fide business, trade, or profession — such as teaching, practicing law, medicine, insurance, real estate, banking, or building contracting — and the services are customarily provided in connection with the business, trade, or profession. (Section 89506(d)(3) and Regulations 18950(a) and 18950.2.)

This exception does not apply if the sole or predominant activity of the business, trade, or profession is making speeches. In addition, you must meet certain criteria to establish that you are conducting or in a bona fide business, trade, or profession (such as maintenance of business records, licensure, proof of teaching position) before a payment received for personal services which may meet the definition of honorarium would be considered earned income and not an honorarium. (Section 89501(b); Regulations 18932 –18932.3.) Earned income is required to be reported. Contact the FPPC for detailed information.

3. Travel payments provided to you by your government agency or by any state, local, or federal government agency which would be considered income and not a gift (i.e., payments for which you provide equal or greater consideration). (Section 89506(d)(2).) See discussion under “Travel Payments” below.

4. Certain payments for transportation, lodging, and subsistence are not considered honoraria but may be reportable as a gift or income and, if a gift, subject to the gift limit. (Sections 89501(c) and 89506.) See discussion under “Travel Payments” below.

Travel Payments Exceptions

Generally, when an official receives a payment (including reimbursement) for his or her travel, that payment is a reportable gift or income under the Act. The term “travel payment” includes payments, advances, or reimbursements for travel, including actual transportation, parking and related lodging and subsistence. (Section 89506(a).)

If the payment is a gift, it is also normally subject to the Act’s \$460 gift limit. If the payment is income, it may, in some cases, be an honorarium. And whether a payment is a gift or income, the official may be required to disqualify him or herself from any decision that will have a foreseeable materially financial effect on the source.

Certain Travel Payments are not a Gift, Income or Honorarium

Reporting	C/I § 87100	Honoraria Ban	\$460 Gift Limit
No	No	No	No

The following travel payments are not a gift, income or honorarium under the Act and Commission regulations and are thus not reportable, potentially disqualifying, or subject to any of the Act’s gift limits or the honorarium ban.

1. A payment for travel from a source that is not reportable on the official’s statement of economic interests (Form 700) based on the provisions of the conflict of interest code of the official’s agency.
2. A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes. (Regulation 18950(a) and (c)(2).)
3. A payment for travel provided to the official in a vehicle or aircraft owned by another official or agency when each official is traveling to or from the same location for an event as a representative of their respective offices. (Regulation 18950(a) and (c)(3).)
4. Travel payments provided to the official by any state, local, or federal government agency as part of the official’s employment with that agency or provided to the official by a bona fide non-profit, tax-exempt (501(c)(3)) entity for which the official provides equal or greater consideration. (Section 82030(b)(2).) Any person who claims to have provided consideration has the burden of proving that the consideration received is of equal or greater value.
5. Travel for Official Agency Business (Regulation 18950.1). Certain payments made to an agency to cover the travel expenses of an employee who travels in the course of carrying out agency business are not gifts to the official because these payments do not provide a “personal benefit” to the official. For this exception to apply, the agency must report the payment on a Form 801 and the amount and purpose for using the payments are restricted by the provisions set forth in Regulation 18950.1.
6. A payment for travel that constitutes a campaign contribution to an official (Sections 82015, 82028(b)(4); Regulations 18215, 18942(a)(4), 18950(a) and 18950.3(a)), and permissible expenditures of campaign funds for campaign-related travel (Regulations 18950(a) and 18950.3(b)), provided they comply and are properly reported in accordance with applicable campaign finance laws.
7. Payments made to a governmental entity for travel expenses that are required to fulfill the terms of a contract. Neither the governmental entity nor the public official has a reporting obligation because consideration has been provided. (Section 82028; *Ratto* Advice Letter, No. I-14-057.)

Certain Travel Payments are Reportable and may Subject the Official to Possible Conflicts of Interest, but are not Subject to the \$460 Gift Limit or Honoraria Ban of the Act.

Reporting	C/I § 87100	Honoraria Ban	\$460 Gift Limit
Yes	Yes	No	No

1. Travel Subject to Section 89506(a). Any payments for actual transportation expenses and related lodging and subsistence that are made for a purpose reasonably related to: (1) A legislative or governmental purpose, or (2) An issue of state, national, or international policy so long as the travel is either

(a.) In connection with a speech given by the official and the lodging and subsistence expenses are limited to the day immediately proceeding, the day of, and the day immediately following the speech and the travel is within the United States, or

(b.) Provided by a government agency or authority, (including a foreign government), a bona fide public or private educational institution as defined in Section 203 of the Revenue and Taxation Code, or a nonprofit organization that qualifies under Section 501(c)(3) of the Internal Revenue Code or a foreign organization that substantially satisfies the criteria of that section.

These payments are still reportable on the Form 700 and may create a conflict of interest issue for the official.

Reporting	C/I § 87100	Honoraria Ban	\$460 Gift Limit
Yes - as Income	Yes	No	No

1. Payments for travel made in connection with personal services rendered by the official if the services are provided in connection with a bona fide business, trade, or profession — such as teaching, practicing law, medicine, insurance, real estate, banking, or building contracting — and the services are customarily provided in connection with the business, trade, or profession. (Section 89506(d)(3) and Regulations 18950(a) and 18950.2.) **These payments may be reportable as income to the official.**

Loans

Personal loans received by certain local officials are subject to limits and other restrictions, and in some circumstances, a personal loan that is not being repaid or is being repaid below certain amounts may become a gift to the official who received it.

Limitations on Loans from Agency Officials, Consultants, and Contractors

If you are a local elected officer or an official specified in Section 87200 (see page 2), you may not receive a personal loan that exceeds \$250 at any given time from an officer, employee, member, or consultant of your government agency or an agency over which your agency exercises direction and control. (Section 87460(a) and (b).)

In addition, you may not receive a personal loan that exceeds \$250 at any given time from any individual or entity that has a contract with your government agency or an agency over which your agency exercises direction and control. This limitation does not apply to loans received from banks or other financial institutions, and retail or credit card transactions, made in the normal course of business on terms available to members of the public without regard to your official status. (Section 87460(c) and (d).)

Loan Terms Applicable Only to Elected Officials

In addition to the limitations above, if you are a local elected officer, you may not receive a personal loan of \$500 or more unless the loan is made in writing and clearly states the terms of the loan. The loan document must include the names of the parties to the loan agreement, as well as the date, amount, interest rate, and term of the loan. The loan document must also include the date or dates when payments are due and the amount of the payments. (Section 87461.)

The following loans are not subject to these limits and documentation requirements:

1. Loans received by an elected officer's or candidate's campaign committee.
2. Loans received from your spouse, child, parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person unless he or she is acting as an agent or intermediary for another person not covered by this exemption.
3. Loans made, or offered in writing, prior to January 1, 1998. (Sections 87460 and 87461.)

Loans as Gifts

Under the following circumstances, a personal loan received by **any** public official (elected and other officials specified in Section 87200, as well as any other local official or employee required to file statements of economic interests) may become a gift and subject to gift reporting and limitations:

1. If the loan has a defined date or dates for repayment and has not been repaid, the loan will become a gift when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, the loan will become a gift if it remains unpaid when one year has elapsed from the later of:
 - The date the loan was made;
 - The date the last payment of \$100 or more was made on the loan; or
 - The date upon which you have made payments aggregating to less than \$250 during the previous 12 months. (Section 87462.)

The following loans will not become gifts:

1. A loan made to an elected officer's candidate's campaign committee. This loan would, however, be a campaign contribution. Consult the FPPC campaign manual for local candidates (Manual 2) for more details.
2. A loan described above on which the creditor has taken reasonable action to collect the balance due.
3. A loan described above on which the creditor, based on reasonable business considerations, has not undertaken collection action. (However, except in a criminal action, the creditor has the burden of proving that the decision not to take collection action was based on reasonable business considerations.)
4. A loan made to an official who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.
5. A loan that would not be considered a gift as outlined earlier in this fact sheet (e.g., loans from certain family members). (Section 87462.)

Chapter 2.10
DISTRIBUTION OF CITY-CONTROLLED TICKETS TO CITY OFFICIALS

Sections:

- 2.10.010 Purpose and Application of Policy.
- 2.10.020 Definitions
- 2.10.030 General Provisions.
- 2.10.040 Ticket Administrator.
- 2.10.050 Official Duties and Ceremonial Roles.
- 2.10.060 Specific Governmental or Public Purpose for Ticket Distribution.
- 2.10.070 Tickets Distributed at the Behest of a City Official.
- 2.10.080 Public Purposes Related to BNP Paribas Open.
- 2.10.090 Public Purposes Related to City Sponsored Events.
- 2.10.100 Disclosure Requirements.

2.10.010 PURPOSE AND APPLICATION OF POLICY.

The purpose of this Policy is to ensure that all Tickets distributed by the City are issued in furtherance of a valid governmental and/or public purpose of the City as required under Section 18944.1 of the Fair Political Practices Commission (“FPPC”) regulations. This Policy applies to Tickets which provide admission to an Event. This Policy shall be applicable to every officer, agent and employee of the City who is obligated to file an Annual Statement of Economic Interests (FPPC Form 700) under state law or the City’s current Conflict of Interest Code.

This Policy only applies to the benefits the City Official receives by the admission, and are not applicable to any other item of value provided. This Policy does not generally apply to political or nonprofit fundraisers which are governed under a separate policy. This Policy also does not apply to Tickets provided directly to or earmarked for the City Official or a certain class of City Officials.

2.10.020 DEFINITIONS.

Unless otherwise expressly provided herein, words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Sections 81000, *et seq.*, as the same may be amended from time to time) and the FPPC regulations (Title 2, Division 6 of the California Code of Regulations, section 18110 *et seq.*, as the same may be amended from time to time).

"City" shall mean and refer to the City of Indian Wells and any other affiliated agency created or activated by the Indian Wells City Council.

"City Official" shall mean and refer to every member, elected officer, appointed officer, employee or consultant of the City, as that term is defined by Government Code Section 82048 and FPPC Regulation 18701. This term shall include, without limitation, any City board, commission or committee member or other appointed official or employee required to file an annual Statement of Economic Interests (FPPC Form 700). For the purposes of this Policy, this term shall also include a spouse serving a public purpose by accompanying a City Official to an Event and thereby serving as an ambassador of the City.

"Event" shall mean an event, show or performance for entertainment, amusement, recreational or similar purpose for which a Ticket is required to gain admission.

"FPPC" shall mean and refer to the California Fair Political Practices Commission.

"Immediate Family" shall mean and refer to spouse and dependent children as defined in Government Code section 82029.

"Policy" shall mean and refer to this "Ticket Distribution Policy".

"Spouse" shall mean a husband or wife, domestic partner, or similar significant other.

"Ticket" shall mean and refer to a "ticket and/or pass" to an Event.

"Ticket Administrator" shall mean and refer to the City Manager or his/her designee.

2.10.030 GENERAL PROVISIONS.

- 1) No Right to Tickets: The use of a Ticket is a privilege extended by the City and not the right of any person to which the privilege may from time to time be extended.
- 2) Limitation on Transfer of Tickets: Tickets distributed to City Officials pursuant to this Policy shall not be transferred to any other person, except to members of such City Official's immediate family or no more than one guest solely for their attendance at the event. Under no circumstances may either the City Official or a member of his or her immediate family sell or further transfer any Ticket provided under this Policy.
- 3) Return of Tickets: Any City Official may return any Ticket unused to the City for redistribution pursuant to this Policy.

- 4) Prohibition Against Sale of or Receiving Reimbursement for Tickets: No individual who receives a Ticket pursuant to this Policy shall sell or receive reimbursement for the value of the Ticket.
- 5) No Earmarking of Ticket Given to City: No Ticket gratuitously provided to the City by an outside source and distributed by the City to, or at the behest of, a City Official pursuant to this Policy shall be earmarked by the original source for use by a particular City Official or a specific class of City Officials.
- 6) Limitation on Use: Any ticket or pass is deemed to serve a public purpose if distributed to a City Official, other than an elected official, for the City Official's personal use in order to support general employee morale, to encourage retention, or to reward public service, if the ticket or pass is acquired by the City: (i) pursuant to a contract to use public property, (ii) because the City controls the event, or (iii) by purchase at fair market value. For purposes of this paragraph, "personal use" means use by the City Official, his or her family, or no more than one guest. Nothing in this section limits the receipt, distribution and behest of tickets or passes by elected officials for any of the other public purposes stated in Section 2.10.060.

2.10.040 TICKET ADMINISTRATOR.

- a) Designation of Ticket Administrator: The City Manager or his/her designee shall be the "Ticket Administrator" for purposes of implementing the provisions of this Policy.
- b) Authority: The Ticket Administrator has the sole authority, in his or her discretion, to establish procedures for the distribution of Tickets supplemental to and in accordance with this Policy. All requests for tickets from City Officials which fall within the scope of the Policy shall be made in accordance with the procedures established by the Ticket Administrator.
- c) Implementation of Policy: The Ticket Administrator or his or her designee is hereby designated as having primary responsibility for distributing Tickets in his or her discretion to a reasonable number of City Officials in a manner that will best serve the City's interests and to persons whose attendance at a particular Event serves a specific governmental or public purpose.

- d) Revoking/Suspending Ticket Privileges: The Ticket Administrator, in his or her sole discretion, may revoke or suspend the Ticket privileges of any person who violates any provision of this Policy or the procedures established by the Ticket Administrator for the distribution of Tickets in accordance with this Policy.
- e) Attendance: If available, the Ticket Administrator shall attend all events to which the City obtains control of Tickets as the City's primary staff representative.

2.10.050 OFFICIAL DUTIES AND CEREMONIAL ROLES.

Tickets provided to City Officials as part of their official duties, or Tickets provided so that the City Official can perform a Ceremonial Role must be reported on FPPC Form 802.

2.10.060 SPECIFIC GOVERNMENTAL OR PUBLIC PURPOSE FOR TICKET DISTRIBUTION.

The City Council has determined that there are certain times where a City Official's attendance serves a valid public purpose which benefits the City. The following is a list of the type of reasons which meet this requirement. The list is intended to be illustrative rather than exhaustive. The City may provide Tickets to or at the behest of a City Official for Events which serve any of the following public or governmental purposes:

- a) Promote, evaluate, and provide management and/or official oversight of City-controlled, sponsored or supported events, activities, or community programs at City venues, including but not limited to evaluation of the venue, quality of performance and compliance with City policies, agreements and other requirements.
- b) Support sponsorship agreements involving Events where the City specifically seeks to enhance the City's reputation both locally and regionally by serving as hosts or sponsors providing the necessary opportunities to meet and greet visitors, dignitaries, residents and guests.
- c) Where the City, as a form on consideration for a written contract, has required that a certain number of Tickets be made available for City use.
- d) Promote local and regional businesses, economic development and tourism activities within the City, including conventions and conferences.
- e) Enhance City recognition, visibility, and/or profile on a local, state, national or worldwide scale.

- f) Foster open government by City Official appearances, participation and/or availability at business and/or community events.
- g) Improve intergovernmental relations by encouraging the members of the City Council, City staff, and their guests, where appropriate, to attend functions and events with the public officials of other entities, thereby fostering an open dialogue and better understanding of intergovernmental issues.
- h) Increase public exposure to, and awareness of, the various public recreational, cultural, community and education facilities available to the public within the City.
- i) Promote business activity with the City and/or highlight the achievements of local residents and businesses.
- j) Promote business growth and development within the City, including economic development and job creation opportunities.
- k) Facilitate outreach and recognition programs for veterans, teachers, emergency services, medical personnel, community organizations and other civil service occupations.
- l) Encourage or reward significant academic, athletic, or public service achievements by Indian Wells students, residents or businesses.
- m) Promote community resources and private facilities, including charitable and nonprofit organizations facilities, available for use by City residents.
- n) Promote, support and/or show appreciation for programs and services rendered by non-profit organizations benefiting Indian Wells residents.
- o) Encourage volunteers to become members of City commissions, committees and boards and reward volunteer public service.
- p) Attract and retain highly qualified employees in City service, recognize or reward meritorious service by a City employee, and/or promote enhanced City employee performance or morale.
- q) The following is a non-exclusive list of specific business, community and nonprofit Events in the City, where a City Official's presence has been determined to serve a valid public purpose. This list is not intended to be exhaustive, but is merely illustrative of the types of Events where the distribution of tickets has been clearly authorized:

1. BNP Paribas Open
2. Desert Town Hall Lecture Series
3. Indian Wells Arts Festival
4. Doctor George Car Show

2.10.070 TICKETS DISTRIBUTED AT THE BEHEST OF A CITY OFFICIAL.

Only the following City Officials shall have the authority to behest tickets: City Council Members, City Manager and Department Heads.

Tickets shall be distributed at the behest of a City Official only for one or more public purposes set forth in section 2.10.060 above. If tickets are distributed at the behest of a City Official, such City Official shall not use one of the tickets so distributed to attend the Event.

2.10.080 PUBLIC PURPOSES RELATED TO BNP PARIBAS OPEN.

Participation by City Officials in the ticketed events and activities hosted by the BNP Paribas Open is important to provide an opportunity for City leaders to be involved in the City's largest special event. By attending the two week long activities, including the tournament, City Officials have the ability to meet and greet residents and visitors to the City. Moreover, City Officials are accountable for the funding and support that the City contributes to the BNP Paribas Open, and therefore some level of attendance during the tournament is necessary for City Officials to provide suggested improvements to Desert Champions LLC management staff and City staff that will enhance and improve the overall event and its economic and public impact on the City.

2.10.090 PUBLIC PURPOSES RELATED TO CITY SPONSORED EVENTS.

Participation by City Officials in events wherein the City has made a monetary contribution and/or is a named sponsor is important. Such events serve to enhance the image of the City as a world-class destination resort. These events provide the public with access to many distinguished public and civic leaders as well as significant cultural enhancement. The active participation of City Officials at such events serves to attract additional resources and economic opportunities for this community. City Officials at such events represent the City in interacting with dignitaries and they meet and greet residents and visitors to the City. Moreover, City Officials are accountable for the funding and support that the City contributes to these events, and therefore some level of attendance is appropriate for City Officials to monitor and evaluate the effectiveness of the event and suggest ways in which events may be enhanced and improved to maximize the economic and public benefit to the City.

2.10.100 DISCLOSURE REQUIREMENTS.

It shall be the duty of the Ticket Administrator or his or her designee to ensure the City's compliance with Section 18944.1(d) of the California Code of Regulations pertaining to the reporting of the distribution of Tickets by a public agency to officials or officers of the City. The City shall complete a record of a Ticket distributed under this Policy on FPPC Form 802, including all the information as required under Section 19844.1. The form shall be maintained as a public record. The forms shall be maintained as a public record, be subject to inspection and copying under Section 81008(a), and be forwarded to the FPPC for posting on its website.

2.09.070 DISCLOSURE OF CAMPAIGN CONTRIBUTORS; PROHIBITION AGAINST CAMPAIGN CONTRIBUTION INFLUENCE.

If a council member receives political campaign contributions from any contributor which in the aggregate exceed ninety-nine dollars (\$99.00) within forty-eight (48) months prior to a City Council meeting at which the Council considers, either by discussion or vote, a matter directly involving that contributor, the council member shall orally disclose for inclusion in the minutes of that Council meeting that the council member has received said campaign contributions, shall identify by name the contributor and the specific agenda item for which the announcement is made. The City Clerk shall thereupon include in the minutes of that Council meeting the foregoing information. For purposes hereof, a matter shall be deemed to involve a contributor if it is reasonably foreseeable by the recipient council member that either (a) the contributor, or a member of the contributor's immediate family, personally could receive a financial benefit in the form of income, gift, or increased value of personal assets, as a result of the Council discussion or vote, or (b) the contributor is a member of the board of directors of a charitable or similar organization that has qualified for status under Internal Revenue Code Section 501(c) ("subject organization") and the Council discussion or vote pertains to such organization. The Chief Deputy City Clerk shall provide to council members a current list of members of the board of directors of subject organizations prior to any applicable City Council meeting.

Council members shall not allow either the receipt or the size of campaign contributions to influence, in any manner, any decisions made by the Council.

2.09.080 FAILURE TO FILE.

If a member of a commission, committee or board fails to file a financial disclosure form, if required by the City's conflict of interest code, in the manner and at the time required by law, that office shall become vacant and so declared by the Council.



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

1/7/2016

File #: 1320-15 Item #: E.

December 17, 2015 City Council Meeting Minutes

RECOMMENDED ACTION:

Council **APPROVES** the December 17, 2015 City Council Meeting Minutes.

City Council

Meeting Minutes

Thursday, December 17, 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 at 1:30 p.m. in the City Hall Council Chambers.

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

2. APPROVAL OF THE FINAL AGENDA

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

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

NOES: 0

3. YEAR IN REVIEW COMMENTS BY MAYOR PEABODY

Mayor Peabody thanked the residents of Indian Wells for the opportunity to serve as Mayor and to represent the City throughout the Coachella Valley. Mayor Peabody also thanked the Council Members and Staff for their assistance, support and enthusiasm. Mayor Peabody spoke of the City's accomplishments over the past 3 years.

4. REORGANIZATION OF CITY COUNCIL

A. Presentation of Mayor's Plaque to Council Member Peabody

Mayor Pro Tem Reed presented a plaque to Mayor Peabody on behalf of the City Council and residents of Indian Wells, remarking the official gavel attached to plaque is a reminder of his services as Mayor of the City.

B. Mayor's Oath of Office

Representative Chad Mayes administered the oath of office to Dana Reed as Mayor of the City of Indian Wells.

C. Mayor Pro Tem's Oath of Office

Retired General Guido Portante, administered the oath of office to Richard Balocco as Mayor Pro Tem of the City of Indian Wells.

D. Remarks and Introduction of Guests

Mayor Reed thanked his fiancée Navine, his law partner Kerry Davidson, and his law office staff. Mayor Reed stated his goal is to maintain and implement the City's mission statement and to burnish the City brand. Mayor Reed stated the City will celebrate its 50th anniversary in 2017, and he would like to create an Ad Hoc Committee, chaired by Mayor Pro Tem Balocco and various community members to recommend what the City should do to celebrate the 50th anniversary. Mayor Reed requested the 2016 council candidates know and obey election laws, and not campaign at City Hall or City events.

Mayor Pro Tem Balocco thanked his wife Loretta and stated he looks forward to 2016.

RECESS CITY COUNCIL FOR 15 MINUTES

RECONVENE REORGANIZED CITY COUNCIL AND ROLL CALL

Mayor Reed recovered the meeting of the City Council at 1:57 p.m. in the City Hall Council Chambers.

5. PUBLIC COMMENTS

Randy Nolen, resident, congratulated incoming Mayor Reed and commented on the 2012 election campaign mailers. Katherine Stewart Woodard, resident, spoke regarding her home being flooded twice. Allen Worthy, Palm Springs resident, spoke regarding being robbed while at the hospital. Larry "Bear" Bonafide, resident, thanked Ty Peabody for his services as Mayor and congratulated incoming Mayor Reed.

In response to prior public comments by Mr. Bonafide, Mayor Reed stated the "Commitment to Indian Wells Best Practices and Leadership Guide" includes relevant sections of the Council Policy Manual with standards for Council accountability, and establishes procedures for Council Members to resolve interpersonal conflicts.

6. CONSENT CALENDAR

Mayor Reed stated he would recuse himself from voting on Consent Calendar Items #G, #H, #I, and #J as his law firm has clients who are listed as vendors and he has been advised to recuse himself from voting on these items. Council Member Hanson stated he would abstain from voting on Consent Calendar Items #H and #J.

A. Business License Municipal Code Modifications

It was determined to **ADOPT** for second reading Ordinance No. 693 to read as follows:

ORDINANCE NO. 693

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

This Ordinance was Adopted.

B. City Council Members Attendance at 2016 Events

It was determined to **APPROVE** the City Council attendance at the 2016 Events.

This Recommendation was Approved.

C. November 5, 2015 City Council Meeting Minutes

It was determined to **APPROVE** the November 5, 2015 City Council Meeting Minutes.

The Minutes were Approved as Submitted.

D. November 19, 2015 Special City Council Meeting Minutes

It was determined to **APPROVE** the November 19, 2015 Special City Council Meeting Minutes.

The Minutes were Approved as Submitted.

E. November 19, 2015 City Council Meeting Minutes

It was determined to **APPROVE** the November 19, 2015 City Council Meeting Minutes.

The Minutes were Approved as Submitted.

F. City Treasurer’s Report for September 2015

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

This Recommendation was Received and Filed.

Approval of the Consent Agenda

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

5 - Reed, Balocco, Hanson, Mertens, Peabody

NOES: 0

G. FAMD Warrants and Demands

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

This Warrants and Demands was Approved.

AYES: 4 - Balocco, Hanson, Mertens, Peabody

NOES: 0

RECUSED: 1 - Reed

H. City Warrants and Demands

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

This Warrants and Demands was Approved.

AYES: 3 - Balocco, Mertens, Peabody

NOES: 0

ABSTAIN: 1 - Hanson

RECUSED: 1 - Reed

I. FAMD Warrants and Demands

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

This Warrants and Demands was Approved.

AYES: 4 - Balocco, Hanson, Mertens, Peabody

NOES: 0

RECUSED: 1 - Reed

J. City Warrants and Demands

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

This Warrants and Demands was Approved.

AYES: 3 - Balocco, Mertens, Peabody

NOES: 0

ABSTAIN: 1 - Hanson

RECUSED: 1 - Reed

7. GENERAL BUSINESS**A. Annual Financial Statements for Fiscal Year Ending June 30, 2015**

Mr. Richard Kikuchi, partner with the audit firm of Lance Soll Lunghard, stated the City was issued an unmodified opinion which means a clean audit.

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

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

NOES: 0

B. Award Citywide Storm Drain Maintenance Contract

It was determined to **AWARD** maintenance contract to Martin Sweeping for Citywide storm drain maintenance services for \$23,105 annually through fiscal year 2018-19; and

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

APPROVE requisition for \$27,726 which includes a 20% contingency of \$4,621 for additional storm related cleaning.

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

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

NOES: 0

C. Tourism/Partner Marketing Strategic Plan 2015-2017

It was determined to **RECEIVE** and **FILE** the Tourism/Partner Marketing Strategic Plan for 2015-2017.

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

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

NOES: 0

D. Presenting Sponsorship of the Desert Lexus Jazz Concert

Mr. Ray Moore, representative of Indian Wells Tennis Garden, stated the Desert Lexus Jazz Concert is an effort to expand the events held at the Tennis Stadium. In response to Council requests, Mr. Moore stated the increasing of the font size for "Indian Wells" on the advertisements, and giving some free tickets for distribution to residents will be explored.

Council Member Hanson stated he could support the expenditure if the City was able secure the title sponsorship, which is held by Desert Lexus. He continued the idea was explored with the promoter without success.

It was determined to **APPROVE** the Indian Wells Tennis Garden request for Presenting Sponsorship of the 2016 Desert Lexus Jazz Concert; and

APPROVE a supplemental appropriation for \$25,000 for same.

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

AYES: 4 - Reed, Balocco, Mertens, Peabody

NOES: 1 - Hanson

E. Cove Commission Recommended Project to Refurbish and Relocate a Generator to the Joslyn Senior Center

This item was pulled from the agenda and from consideration.

F. Overview of Upcoming Strategic Planning Process

Ms. Kathrine Woodard, resident, requested the City proceed with creating a flood mitigation plan.

The Council reviewed the agenda for the strategic planning session on January 27, 2016 with no revisions.

G. 2016 Council Meeting Schedule

The Council requested as much advance notice as possible of any tentative meetings being cancelled.

It was determined to **ADOPT** the 2016 City Council meeting schedule as presented.

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

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

NOES: 0

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

City Manager McKinney reported on changes to tennis tickets distribution policy, which is posted on the City's website. He continued an article on the changes is in the January 2016 City newsletter.

9. COUNCIL MEMBERS' REPORTS AND COMMENTS**E. Council Member Peabody**

No report.

A. Council Member Mertens

Council Member Mertens reported the Cove Commission will re-address the installation of a generator at Joslyn Center at the next meeting.

B. Council Member Hanson

Council Member Hanson reported he was selected as Vice-Chair of the Local Agency Formation Commission, and the last meeting was held at Indian Wells Council Chamber. He also reported the Golf Advisory Committee toured the Golf Resort, and the Golf Resort receiving the #1 ranking Public Golf Course in Southern California.

C. Mayor Pro Tem Balocco

Mayor Pro Tem Balocco wished everyone Happy Holidays.

D. Mayor Reed

Mayor Reed reported he was elected 2nd Vice Chairman of the Riverside County Transportation Commission.

10. CITY ATTORNEY REPORTS AND COMMENTS

City Attorney Stephen Deitsch stated the Council will recess to a Closed Session to discuss items as listed on the agenda, #A-C.

11. CLOSED SESSION

Mayor Reed stated the City Council would hold a Closed Session to discuss the following agenda items:

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

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

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

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

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

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

12. ADJOURNMENT

At 4:07 p.m., Mayor Reed ADJOURNED to a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on January 7, 2016 in the City Hall Council Chambers.

Respectfully submitted,

Anna Grandys, City Clerk



1/7/2016

File #: 1321-15 Item #: F.

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

Treasurer's Report for October 2015

RECOMMENDED ACTION:

Council **RECEIVES** and **FILES** the City Treasurer's Report for October, 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 October 30, 2015:

- The City's cash and investments totaled \$43,472,818.40
- The City's portfolio earned a 1.373% rate of return.

ATTACHMENT:

1. Treasurer's Report for October, 2015.

NET CASH & INVESTMENT SUMMARY OCTOBER, 2015

	<u>October</u> <u>2015</u>	<u>October</u> <u>2014</u>
GENERAL FUND		
101 - GENERAL	\$ 5,402,298.53	\$ 3,447,288.28
TOTAL GENERAL FUND	5,402,298.53	3,447,288.28
 SPECIAL REVENUE FUNDS		
202 - TRAFFIC SAFETY	0.36	0.30
203 - PUBLIC SAFETY 1/2 CENT SALES TAX	12,174.18	8,978.45
204 - MEASURE "A"	18,450.56	31,930.28
209 - F.A.M.D. #1	2,055,777.52	2,322,838.37
210 - SCAQMD (VEHICLE REG.)	1,895.66	0.23
211 - AB 3229 COPS FUNDING	6,297.74	0.16
214 - GAS TAX 2103 MAINTENANCE	27,995.62	32,496.37
215 - GAS TAX 2105 MAINTENANCE	10,413.61	6,948.96
216 - GAS TAX 2106 CONSTRUCT/MAINT	3,840.98	0.03
217 - GAS TAX 2107 MAINTENANCE	0.52	0.67
218 - GAS TAX 2107.5 ENG./ADMIN	4,905.16	2,846.16
228 - EMERG. UPGRADE SERVICES	3,303,677.29	3,135,308.41
247 - AB 939 RECYCLING FUND	281,987.95	223,488.71
248 - SOLID WASTE	233,027.49	219,557.16
251 - STREET LIGHTING DISTRICT 2000-1	5,349.41	4,069.78
253- INDIAN WELLS VILLAS OPERATIONS	979,582.74	971,083.31
254- MOUNTAIN VIEW VILLAS OPERATIONS	1,189,033.38	945,785.12
256- HOUSING AUTHORITY	2,605,558.85	2,830,281.11
260 - IWGR OPERATIONS	0.00	355,685.54
271 - ELDORADO DRIVE LLMD	84,762.43	81,451.70
272 - MONTECITO/STARDUST LLMD	(3,139.05)	(1,258.48)
273 - CASA DORADO LLMD	3,605.27	3,588.93
274 - THE COVE LLMD	3,380.00	3,354.66
275 - SH 111/IWGR (ENTRANCE) LLMD	299,914.35	276,988.38
276 - CLUB/IW LANE LLMD	52,936.38	49,942.34
277 - COLONY LLMD	25,115.75	26,635.26
278 - COLONY COV ESTATES LLMD	58,804.49	55,324.89
279 - DESERT HORIZONS LLMD	50,637.43	49,288.87
280 - MOUNTAIN GATE LLMD	71,253.99	66,987.99
281 - MOUNTAIN GATE ESTATES LLMD	41,484.01	36,721.80
282 - VILLAGIO LLMD	218,164.98	193,065.91
283 - VAIDYA LLMD	28,468.95	29,228.14
284 - CLUB, SOUTH OF 111 LLMD	10,658.64	9,886.60
285 - MONTELENA LLMD	4,120.04	2,050.32
286 - SUNDANCE LLMD	7,746.26	5,419.75
287 - PROVINCE LLMD	68,626.05	63,486.38
288 - PROVINCE DBAD	476,827.16	425,996.38
TOTAL SPECIAL REVENUE FUNDS	12,243,336.15	12,469,458.94
 CAPITAL PROJECT FUNDS		
314 - PARK-IN-LIEU FEES	0.20	0.20
315 - CITYWIDE PUBLIC IMPROVEMENT FEE	0.26	0.26
316 - CAPITAL IMPROVEMENT	3,480,727.11	4,227,967.59
319 - ART IN PUBLIC PLACES	327,744.33	401,931.84
321 - HIGHWAY 111 CIRCULATION IMP FEE	0.70	0.70
TOTAL CAPITAL PROJECT FUNDS	3,808,472.60	4,629,900.59

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

	October 2015	October 2014
REPLACEMENT FUNDS		
326 - INFRASTRUCTURE CAPITAL	8,508,290.00	7,054,716.00
327 - FF&E ROLLING STOCK CAPITAL	2,340,702.00	2,309,295.00
328 - GOLF RESORT CAPITAL	4,056,668.00	4,002,234.00
329 - HOUSING VILLAS CAPITAL	3,380,183.00	3,334,825.00
330 - FACILITIES CAPITAL	2,340,769.00	2,309,361.00
TOTAL REPLACEMENT FUNDS	20,626,612.00	19,010,431.00
SUCCESSOR AGENCY FUNDS		
453 - RDA (WHITewater)	434,777.26	361,843.92
456 - RDA OBLIGATION RETIREMENT	0.00	0.00
TOTAL SUCCESSOR AGENCY FUNDS	434,777.26	361,843.92
ENTERPRISE FUNDS		
560 - INDIAN WELLS GOLF RESORT	(2,391,820.03)	0.00
561 - CLUB DRIVE PROPERTY	34,885.23	0.00
TOTAL ENTERPRISE FUNDS	(2,356,934.80)	0.00
INTERNAL SERVICE FUNDS		
601 - OPEB BENEFIT FUND	2,551,412.71	1,355,877.18
TOTAL INTERNAL SERVICE FUNDS	2,551,412.71	1,355,877.18
RESERVE FUNDS		
602 - COMPENSATED ABSENCES	553,637.00	546,207.00
603 - SELF INSURANCE	0.00	10,948.00
TOTAL RESERVE FUNDS	553,637.00	557,155.00
TRUST & AGENCY FUNDS		
732 - SPECIAL DEPOSITS	209,206.95	992,691.94
760 - VISITOR COMMITTEE	0.00	306,633.54
TOTAL TRUST & AGENCY FUNDS	209,206.95	1,299,325.48
TOTAL ALL FUNDS	43,472,818.40	43,131,280.39
FISCAL AGENTS		
253 - INDIAN WELLS VILLAS	106,272.72	31,508.34
254 - MOUNTAIN VIEW VILLAS	179,052.73	139,573.49
560 - INDIAN WELLS GOLF RESORT	615,538.90	494,770.14
453 - UNION BANK OF CALIFORNIA TRUSTEE	796,303.51	784,051.53
TOTAL FISCAL AGENTS	1,697,167.86	1,449,903.50
TOTAL ALL FUNDS & FISCAL AGENTS	\$ 45,169,986.26	\$ 44,581,183.89

City of Indian Wells			
Bank Reconciliation Report - City Held Cash			
Finance Department			
MONTH: October 31, 2015			
Investment #	Investment Type	Investment Description	Book Value
Bank Checking & Sweep			
1		Pacific Western Bank - Sweep 45-301117	\$ 838,691.10
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	50,943.43
19		Petty Cash	1,400.00
			891,034.53
Managed Pool Accounts			
21		Local Agency Investment Fund - City 98-33-385	8,581,135.16
			8,581,135.16
Bank Certificates of Deposit			
316		Certificate of Deposit-GE Capital Retail Bank 36161NYT9	250,000.00
317		Certificate of Deposit-Ally Bank 02005QF65	250,000.00
329		Certificate of Deposit-Sallie Mae	250,000.00
385		Certificate of Deposit-Wells Fargo Bank 94986TLX3	250,000.00
337		Certificate of Deposit-Am Ex Centurion 02587DKR8	250,000.00
338		Certificate of Deposit-Goldman Sachs Bank 38143A5L5	250,000.00
339		Certificate of Deposit-JP Morgan Chase 48124JSY5	250,000.00
348		Certificate of Deposit-Citicorp Bank 17284CJG0	250,000.00
349		Certificate of Deposit-Compass Bank 20451PBG0	250,000.00
350		Certificate of Deposit-Am Ex Centurion 02587CAJ9	250,000.00
351		Certificate of Deposit-Barklays Bank 06740KHK6	250,000.00
353		Certificate of Deposit-People's United Bank 71270QGS9	250,000.00
354		Certificate of Deposit-Capital One Bank 140420NX4	250,000.00
355		Certificate of Deposit-State Bank of India NY, NY 856284Z	250,000.00
358		Certificate of Deposit-BMW Bank North America	250,000.00
360		Certificate of Deposit-Security Federal 81423LBN1	250,000.00
361		Certificate of Deposit-First Bank of Highland 319141CQ8	250,000.00
362		Certificate of Deposit-Discover Bank 254672HV3	250,000.00
364		Certificate of Deposit-Pacific Western Bank	250,000.00
			4,750,000.00
Medium Term Corporate Notes			
296		Barclays Bank Corporate Note 06738JVS0	1,000,000.00
322		AT&T Inc. 00206RBF8	1,001,517.87
331		JP Morgan 46625HJG6	1,001,342.24
346		General Electric Cap Corp 36962G6W9	1,004,082.04
369		GE Capital Financial 36163FP64	245,000.00
373		Caterpillar Financial Services Corp 14912L6F3	1,016,763.16
375		Berkshire Hathaway 084664BW0	1,001,817.61
			6,270,522.92
Federal Agency Issues			
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
341		Federal Farm Credit Bank 3133EC7L2	999,418.82
342		Federal Farm Credit Bank 3133ECDX9	998,996.29
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	1,006,172.30
356		Fannie Mae 3136G26U6	2,000,000.00
357		Fannie Mae 3136G26N2	1,000,000.00
367		Federal Home Loan Bank 3130A4S52	1,000,000.00
368		Federal Home Loan Bank 3130A4S86	1,000,000.00
374		Federal Home Loan Bank 3130A5GC7	999,541.48
376		Federal Home Loan Mtg Corp 3134G66P3	2,000,000.00
379		Federal Home Loan Mtg Corp 3134G6V42	2,000,000.00
378		Federal Home Loan Bank 3130A5L98	1,000,000.00
380		Federal National Mortgage Assoc 3136G2L47	1,000,000.00
			23,004,128.89
Total Pooled Cash and Investments			\$ 43,496,821.50
Fair Value Increase (over cost)			(12,642.31)
Outstanding items			
		Outstanding Warrants/Wire Transfers	(2,392.85)
		Outstanding Payroll Check	0.00
		Reconciliation Item	(9,595.24)
		Credit Card in Transit	627.30
Total Outstanding Items			(11,360.79)
Reconciled Bank Balance			\$ 43,472,818.40
General Ledger Balance			\$ 43,472,818.40
			0.00

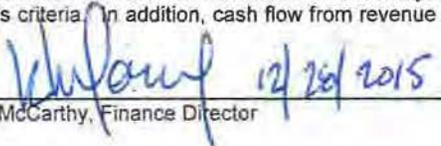
**The City of Indian Wells
Portfolio Management
Portfolio Summary
October 31, 2015**

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	4,500,000.00	4,515,815.00	4,500,000.00	10.35	1,553	878	1.568	1.590
Certificates of Deposit	245,000.00	243,922.00	245,000.00	0.56	1,830	1,625	1.775	1.800
Managed Pool Accounts - LAIF	8,581,135.16	8,581,135.16	8,581,135.16	19.73	1	1	0.352	0.357
Money Market Sweep/Checking Account	891,034.53	891,034.53	891,034.53	2.05	1	1	0.246	0.250
Negotiable CD's	250,000.00	249,575.25	250,000.00	0.57	1,827	822	0.946	0.959
Medium Term Corporate Notes	6,000,000.00	6,026,580.00	6,025,522.92	13.85	1,667	844	1.846	1.871
Federal Agency Issues - Callables	23,000,000.00	23,027,950.00	23,004,128.89	52.89	1,929	1,363	1.601	1.623
Investments	43,467,169.69	43,536,011.94	43,496,821.50	100.00%	1,433	943	1.355	1.373

Total Earnings	October 31 Month Ending
Current Year	46,646.49
Average Daily Balance	48,564,176.08
Effective Rate of Return	1.13%

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


Kevin McCarthy, Finance Director

Reporting period 10/01/2015-10/31/2015

Run Date: 11/17/2015 - 11:25

No fiscal year history available

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

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity	Maturity Date
Bank Certificates of Deposit												
SYS364	364	Pacific Western Bank		03/10/2015	250,000.00	250,000.00	250,000.00	1.000		1.000	161	04/10/2016
SYS317	317	Ally Bank		05/23/2012	250,000.00	251,217.50	250,000.00	1.250		1.233	204	05/23/2016
795450NW1	329	Sallie Mae		08/15/2012	250,000.00	251,507.50	250,000.00	1.250		1.233	288	08/15/2016
38143A5L5	338	Goldman Sachs Bank		02/06/2013	250,000.00	250,892.50	250,000.00	1.050		1.036	463	02/06/2017
SYS316	316	GE Capital Retail Bank		05/25/2012	250,000.00	253,310.00	250,000.00	1.800		1.800	571	05/25/2017
17284CJG0	348	CIT BANK		07/24/2013	250,000.00	252,175.00	250,000.00	1.400		1.381	631	07/24/2017
02587DKR8	337	American Express Centurion		02/06/2013	250,000.00	252,045.00	250,000.00	1.700		1.677	640	08/02/2017
319141CQ8	361	FIRST BANK OF HIGHLAND		10/15/2014	250,000.00	250,155.00	250,000.00	1.250		1.233	715	10/16/2017
81423LBN1	360	SECURITY FEDERAL		10/15/2014	250,000.00	250,202.50	250,000.00	1.250		1.233	715	10/16/2017
48124JSY5	339	JP Morgan Chase		02/27/2013	250,000.00	248,710.00	250,000.00	1.125		1.110	841	02/19/2018
20451PBG0	349	Compass Bank		07/24/2013	250,000.00	253,250.00	250,000.00	1.700		1.677	996	07/24/2018
254672HV3	362	Discover Bank		02/25/2015	250,000.00	250,082.50	250,000.00	1.600		1.578	1,212	02/25/2019
06740KHK6	351	Barclays Bank PLC		07/23/2014	250,000.00	250,632.50	250,000.00	2.100		2.071	1,360	07/23/2019
02587CAJ9	350	American Express Bank FSB		07/24/2014	250,000.00	250,717.50	250,000.00	2.000		1.973	1,361	07/24/2019
140420NX4	354	Capital One Bank CD		09/10/2014	250,000.00	250,192.50	250,000.00	1.900		1.874	1,409	09/10/2019
71270QGS9	353	People's United Bank CD		09/10/2014	250,000.00	250,192.50	250,000.00	1.950	AAA	1.923	1,409	09/10/2019
856284Z98	355	State Bank of India NY, NY CD		09/11/2014	250,000.00	250,367.50	250,000.00	2.150		2.121	1,410	09/11/2019
05580AAW4	358	BMW BANK NORTH AMERICA		09/26/2014	250,000.00	250,165.00	250,000.00	2.100		2.071	1,425	09/26/2019
Subtotal and Average			4,500,000.00		4,500,000.00	4,515,815.00	4,500,000.00			1.568	878	
Certificates of Deposit												
36163FP64	369	GE Capital Financial inc		04/10/2015	245,000.00	243,922.00	245,000.00	1.800		1.775	1,625	04/13/2020
Subtotal and Average			245,000.00		245,000.00	243,922.00	245,000.00			1.775	1,625	
Managed Pool Accounts - LAIF												
SYS21	21	LAIF - City			8,581,135.16	8,581,135.16	8,581,135.16	0.357		0.352	1	
SYS23	23	LAIF - Redevelopment			0.00	0.00	0.00	0.233		0.230	1	
Subtotal and Average			8,318,732.33		8,581,135.16	8,581,135.16	8,581,135.16			0.352	1	
Money Market Sweep/Checking Account												
SYS1	1	Pacific Western Bank			838,691.10	838,691.10	838,691.10	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			50,943.43	50,943.43	50,943.43	0.250		0.247	1	
SYS19	19	Petty Cash		07/01/2014	1,400.00	1,400.00	1,400.00			0.000	1	

The City of Indian Wells
Portfolio Management
Portfolio Details - Investments
October 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
Subtotal and Average			5,446,251.63		891,034.53	891,034.53	891,034.53			0.246	1	
Negotiable CD's												
94986TLX3KK	385	Wells Fargo CD		01/30/2013	250,000.00	249,575.25	250,000.00	0.850		0.946	822	01/31/2018
Subtotal and Average			250,000.00		250,000.00	249,575.25	250,000.00			0.946	822	
Medium Term Corporate Notes												
06738JVS0	296	Barclays Bank PLC		10/27/2011	1,000,000.00	1,007,820.00	1,000,000.00	3.500	AA	3.452	361	10/27/2016
00206RBF8	322	AT&T INC		06/21/2012	1,000,000.00	1,004,870.00	1,001,517.87	1.600		1.479	578	06/01/2017
46625HJG6	331	J P Morgan		01/28/2013	1,000,000.00	1,003,640.00	1,001,342.24	1.800		1.713	816	01/25/2018
36962G6W9	346	General Elec. Cap Crp		05/01/2013	1,000,000.00	1,004,730.00	1,004,082.04	1.625		1.430	883	04/02/2018
084664BW0	375	Berkshire Hathaway		06/09/2015	1,000,000.00	999,760.00	1,001,817.61	1.300	AA	1.210	926	05/15/2018
14912L6F3	373	Catapillar Financial Services		04/28/2015	1,000,000.00	1,005,760.00	1,016,763.16	2.250		1.795	1,491	12/01/2019
Subtotal and Average			6,025,837.40		6,000,000.00	6,026,580.00	6,025,522.92			1.846	844	
Federal Agency Issues - Callables												
313381YG4	332	Fed. Home Loan Bank		02/20/2013	2,000,000.00	2,000,360.00	2,000,000.00	1.000		0.986	842	02/20/2018
3134G43H9	344	Fed. Home Loan Mtg Corp		04/30/2013	2,000,000.00	2,003,420.00	2,000,000.00	1.060		1.045	911	04/30/2018
3135G0WN9	345	Fed. Nat'l Mortgage Assoc		04/30/2013	2,000,000.00	1,991,640.00	2,000,000.00	1.000		0.986	911	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	988	07/16/2018
3136G1CF4	335	Fed. Nat'l Mortgage Assoc		01/30/2013	1,000,000.00	998,610.00	1,000,000.00	1.000	AAA	0.986	1,002	07/30/2018
3136G26N2	357	Fed. Nat'l Mortgage Assoc		09/26/2014	1,000,000.00	1,006,420.00	1,000,000.00	1.600		1.578	1,060	09/26/2018
3133EC7L2	341	Fed. Farm Credit Bank		03/22/2013	1,000,000.00	989,280.00	999,418.82	1.290		1.289	1,321	06/14/2019
3136G26U6	356	Fed. Nat'l Mortgage Assn (c)		10/07/2014	2,000,000.00	2,024,300.00	2,000,000.00	2.000	AAA	1.973	1,446	10/17/2019
3130A4S52	367	Fed. Home Loan Bank		03/30/2015	1,000,000.00	1,000,610.00	1,000,000.00	1.000		2.178	1,611	03/30/2020
3130A4S86	368	Fed. Home Loan Bank		03/30/2015	1,000,000.00	1,000,800.00	1,000,000.00	1.250		2.112	1,611	03/30/2020
3130A5GC7	374	Fed. Home Loan Bank		06/02/2015	1,000,000.00	1,000,480.00	999,541.48	1.000		2.005	1,670	05/28/2020
3134G66P3	376	Fed. Home Loan Mtg Corp		06/17/2015	2,000,000.00	2,001,720.00	2,000,000.00	1.125		2.261	1,690	06/17/2020
3134G6V42	379	Fed. Home Loan Mtg Corp		06/29/2015	2,000,000.00	2,002,900.00	2,000,000.00	2.000		1.973	1,702	06/29/2020
3130A5L88	378	Fed. Home Loan Bank		06/30/2015	1,000,000.00	1,005,680.00	1,000,000.00	2.000		1.973	1,703	06/30/2020
3136G2L47	380	Fed. Nat'l Mortgage Assoc		06/30/2015	1,000,000.00	1,005,210.00	1,000,000.00	1.800		1.775	1,703	06/30/2020
3136G1FL8	347	Fed. Nat'l Mortgage Assoc		04/26/2013	1,000,000.00	1,000,100.00	1,006,172.30	1.820		1.660	1,761	06/27/2020
3133ECDX9	342	Fed. Farm Credit Bank		03/25/2013	1,000,000.00	1,000,090.00	998,996.29	1.840		1.835	1,922	02/04/2021
Subtotal and Average			23,778,354.72		23,000,000.00	23,027,950.00	23,004,128.89			1.601	1,363	

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 360	Days to Maturity
Total and Average			48,564,176.08		43,467,169.69	43,536,011.94	43,496,821.50			1.355	943

**2006 A Bonds
Portfolio Management
Portfolio Summary
October 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	8.72	8.72	8.72	100.00	1	1	0.358	0.363
Investments	8.72	8.72	8.72	100.00%	1	1	0.358	0.363

Total Earnings	October 31 Month Ending
Current Year	0.01
Average Daily Balance	8.72
Effective Rate of Return	1.35%

Kevin McCarthy 12/28/2015
Kevin McCarthy, Agency Treasurer

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS13	13	2006A Good Faith Deposit			0.00	0.00	0.00	5.080		5.080	1	
SYS15	15	2006 A Bonds Reserve			1.00	1.00	1.00			0.000	1	
SYS14	14	2006 A Bonds Interest			4.72	4.72	4.72	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			3.00	3.00	3.00	0.410		0.410	1	
Subtotal and Average			8.72		8.72	8.72	8.72			0.363	1	
Total and Average			8.72		8.72	8.72	8.72			0.363	1	

**RDA Series 2010 A Bonds
Portfolio Management
Portfolio Summary
October 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	780,668.07	780,668.07	780,668.07	100.00	1	1	0.000	0.000
Investments	780,668.07	780,668.07	780,668.07	100.00%	1	1	0.000	0.000

Total Earnings	October 31 Month Ending
Current Year	0.00
Average Daily Balance	780,661.97
Effective Rate of Return	0.00%

Kevin McCarthy 11/28/2015
Kevin McCarthy, Agency Treasurer

Reporting period 10/01/2015-10/31/2015

Run Date: 11/17/2015 - 12:30

No fiscal year history available

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

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS1	1	2010 A Bonds Reserve		07/01/2014	780,664.32	780,664.32	780,664.32			0.000	1	
SYS14	13	2010 A Bonds Principal		07/01/2014	1.89	1.89	1.89			0.000	1	
SYS4	4	2010 A Bonds Interest			1.86	1.86	1.86	0.530		0.530	1	
SYS7	7	Local Agency Investment Fund			0.00	0.00	0.00	0.530		0.530	1	
SYS2	2	Blackrock Provident T-Fund		07/01/2014	0.00	0.00	0.00			0.000	1	
SYS3	3	UBC Cost Of Issuance Escrow		07/01/2014	0.00	0.00	0.00			0.000	1	
Subtotal and Average			780,661.97		780,668.07	780,668.07	780,668.07			0.000	1	
Total and Average			780,661.97		780,668.07	780,668.07	780,668.07			0.000	1	

**Series 2014 A Bonds
Portfolio Management
Portfolio Summary
October 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	28.99	28.99	28.99	100.00	1	1	0.000	0.000
Investments	28.99	28.99	28.99	100.00%	1	1	0.000	0.000

Total Earnings	October 31 Month Ending
Current Year	0.00
Average Daily Balance	28.66
Effective Rate of Return	0.00%

Kevin McCarthy 12/21/2015
Kevin McCarthy, Agency Treasurer

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

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS28	28	2014 A Bonds Reserve		05/01/2015	1.00	1.00	1.00			0.000	1	
SYS26	26	2014 A Bonds Principal		08/26/2014	6.72	6.72	6.72			0.000	1	
SYS25	25	2014 A Bonds Interest		08/26/2014	1.65	1.65	1.65			0.000	1	
SYS27	27	2014 Debt Service		09/08/2014	19.62	19.62	19.62			0.000	1	
SYS24	1	UBC Cost Of Issuance Escrow		07/01/2014	0.00	0.00	0.00			0.000	1	
Subtotal and Average			28.66		28.99	28.99	28.99			0.000	1	
Total and Average			28.66		28.99	28.99	28.99			0.000	1	

**2015 A Bonds
Portfolio Management
Portfolio Summary
October 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	15,596.73	15,596.73	15,596.73	100.00	1	1	0.000	0.000
Investments	15,596.73	15,596.73	15,596.73	100.00%	1	1	0.000	0.000

Total Earnings	October 31 Month Ending
Current Year	0.00
Average Daily Balance	15,596.73
Effective Rate of Return	0.00%


Kevin McCarthy, Agency Treasurer

Reporting period 10/01/2015-10/31/2015

Run Date: 12/21/2015 - 14:58

No fiscal year history available

**2015 A Bonds
Portfolio Management
Portfolio Details - Investments
October 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Money Market Sweep/Checking Account												
SYS22	22	UBC Cost Of Issuance Escrow		08/11/2015	15,596.73	15,596.73	15,596.73			0.000	1	
		Subtotal and Average	15,596.73		15,596.73	15,596.73	15,596.73			0.000	1	
		Total and Average	15,596.73		15,596.73	15,596.73	15,596.73			0.000	1	



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

1/7/2016

File #: 1322-15 Item #: G.

FAMD Warrants and Demands

RECOMMENDED ACTION:

Council **APPROVES** the January 7, 2016 FAMD Warrants and Demands.

**FIRE ACCESS MAINTENANCE DISTRICT (FAMD)
01/07/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48694	1/7/2016	39877	M & M SWEEPING, INC. 12/15 FAMD STREET SWEEPING SERVICES	5,380.00	5,380.00
48691	1/7/2016	11547 11518	AMS 11/15 FAMD MANITOU GATE SYSTEM INSTALLATION SERVICE 11/6/15 FAMD GATES MAINTENANCE	1,998.66 540.00	2,538.66
48697	1/7/2016	2-04-020-2624 2-01-570-2145	SOUTHERN CALIFORNIA EDISON CO. 12/15 FAMD UTILITIES 12/15 FAMD UTILITIES	754.99 274.84	1,029.83
48696	1/7/2016	73967 74078 73968	SIGN A RAMA 12/15 FAMD MANITOU GATE CONSTRUCTION SIGN 12/15 FAMD IWCC CLUB DRIVE PEDESTRIAN ENTRANCE SIGN 9/15 FAMD MANITOU & SANDPIPER SIGN BRACKETS	359.85 241.50 96.61	697.96
48692	1/7/2016	29806	APPLICATIONS BY DESIGN, INC. 12/15 FAMD ACCESS CONTROL SYSTEM HOSTING	625.00	625.00
48699	1/7/2016	1431196791 1430664691 1431840181	STAPLES 10/31/15 FAMD OFFICE SUPPLIES 10/30/15 FAMD OFFICE SUPPLIES 11/3/15 FAMD OFFICE SUPPLIES	383.07 35.46 17.94	436.47
48701	1/7/2016	15025	WES CLARKE PLUMBING, INC. 10/15 FAMD MANITOU GUARD GATE PLUMBING REPAIR	315.00	315.00
48700	1/7/2016	345-1306	VERIZON CALIFORNIA 12/15 FAMD CLUB GUARDGATE PHONE SERVICE	219.65	219.65
48693	1/7/2016	11925	CONSERVE LANDCARE 11/29/15 FAMD EXTRA LANDSCAPE MAINTENANCE	176.00	176.00
48698	1/7/2016	14583030120115	SPARKLETTS DRINKING WATER 11/15 FAMD GATEHOUSE DRINKING WATER	124.48	124.48
48695	1/7/2016	100425	POWERFUL PEST 12/15 FAMD PEST CONTROL SERVICES	61.80	61.80

11 checks in this report

TOTAL FAMD WARRANTS: 48691-48701 11,604.85



City of Indian Wells

44-950 Eldorado Drive,
Indian Wells

1/7/2016

File #: 1323-15 Item #: H.

City Warrants and Demands

RECOMMENDED ACTION:

Council **APPROVES** the January 7, 2016 City Warrants and Demands.

**CITY OF INDIAN WELLS
01/07/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48667	1/7/2016	SH0000027316	RIVERSIDE COUNTY SHERIFF DEPT 2015/16 SHERIFF CONTRACT SERVICES	232,848.46	232,848.46
48630	1/7/2016		INDIAN WELLS GOLF RESORT		
		2015 11 RE	11/15/15 NORTHSTAR MEETING PLANNER EVENT EQUIPMENT	55,479.10	
		2015 11 FB	11/15/15 NORTHSTAR MEETING PLANNER EVENT F&B	46,116.00	
		2015 11 ET	11/15/15 NORTHSTAR MEETING PLANNER EVENT COSTS	14,991.75	
		1115RD	11/15 GOLF RESORT RESIDENT DISCOUNTS	11,360.36	
		2015 12 NE	11/15/15 NORTHSTAR MEETING PLANNER EVENT COSTS	3,415.00	
		201512MC	10/15-11/15 CANADA & LAS VEGAS SALES MISSION EVENT COSTS	3,203.37	134,565.58
48689	1/7/2016		VINTAGE ASSOCIATES		
		SI-166788	12/15 CITYWIDE LANDSCAPE MAINTENANCE SERVICES	47,909.17	
		SI-165105	10/15 LANDSCAPE MAINTENANCE SUPPLIES	769.82	48,678.99
48685	1/7/2016		TROON RESTAURANT HOLDINGS, LLC		
		03003339	11/12/15 RESIDENT WELCOME BACK EVENT	38,917.64	38,917.64
48606	1/7/2016		COACHELLA VALLEY RESCUE		
		GRANT	2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	30,000.00	30,000.00
48646	1/7/2016		MARTHA'S VILLAGE & KITCHEN		
		GRANT	2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	20,000.00	20,000.00
48592	1/7/2016		ARMSTRONG GROWERS		
		SI-29163	10/15 CITYWIDE FLOWERS LANDSCAPE SUPPLY	8,017.00	
		SI-29162	10/15 CITYWIDE FLOWERS LANDSCAPE SUPPLY	8,017.00	
		SI-33053	11/15 CITYWIDE FLOWERS LANDSCAPE SUPPLY	1,823.20	
		120084	11/15 CITYWIDE FLOWERS LANDSCAPE SUPPLY	253.80	
		120283	11/15 CITYWIDE FLOWERS LANDSCAPE SUPPLY	158.76	18,269.76
48605	1/7/2016		CLOUDBURST ENGINEERING, INC		
		2545	12/15 IW LANE WEST FOUNTAIN VAULT PUMPS REPAIR	16,812.10	16,812.10
48585	11/2/2015		PLATINUM PLUS FOR BUSINESS		
		1566	9/3/15 (6,500) 2016 PROPERTY OWNER ID CARDS	1,697.50	
		1566	9/30/15 (6,500) 2016 RESIDENT BENEFIT ID CARDS	1,697.50	
		5061	10/15-9/16 ALLIANCE FOR INNOVATION MEMBERSHIP FEE	1,000.00	
		5061	9/27-9/30/15 ICMA ANNUAL CONFERENCE HOTEL/MEALS EXPENSE-D.GASSAWAY	919.73	
		4964	9/4/15-9/4/16 PREZI PRESENTATION SOFTWARE LICENSE	795.00	
		7142	10/29/15 (7) CV ECONOMIC SUMMIT REGISTRATIONS	665.00	
		6883	10/26-10/29/15 CALBO EDUCATION WEEK-C.DEGROOT	635.00	
		5061	9/16-9/17/15 ISCS CONFERENCE HOTEL EXPENSE-D.GASSAWAY	490.06	
		6883	9/16-9/18/15 ICSC CONFERENCE HOTEL & PARKING EXPENSE-W.MORELION	490.06	
		1864	9/23-9/25/15 JPIA EDUCATIONAL FORUM HOTEL EXPENSE-K.MCCARTHY	486.74	

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
4964			10/15 EMPLOYEE COMPUTER PURCHASE-M.DAN	459.31	
6883			10/28-10/29/15 CALBO EDUCATION WEEK-T.BATISTE	370.00	
6883			10/26-10/27/15 CALBO EDUCATION WEEK-B.PELLETIER	370.00	
5061			10/28-10/30/15 MMASC ANNUAL CONFERENCE-D.GASSAWAY	355.00	
7142			9/17/15 COUNCIL MEETING LUNCH	233.59	
7142			10/15 CITY COUNCIL EVENTS SUPPLIES	186.97	
7384			9/15 MAINTENANCE SUPPLY-PW DEPT	183.22	
5061			10/15 JOB ADVERTISEMENT	179.86	
7384			9/15 COUNCIL CHAMBER LOBBY FURNITURE	167.35	
1566			4/8/16 CAPIO CONFERENCE HOTEL DEPOSIT-M.WILKEY	155.00	
1864			9/30/15 LUNCH MEETING	132.32	
4964			9/15 EXCHANGE MIGRATOR SOFTWARE LICENSE	99.00	
4964			9/15 (8) 1-YEAR DOMAIN NAME RENEWAL	82.73	
6883			9/15 (4) TRAINING PUBLICATIONS-COMM DEV DIRECTOR	81.23	
5061			9/30/15 ICMA ANNUAL CONFERENCE CAB FARE EXPENSE	77.00	
5061			9/15 MMASC MEMBERSHIP RENEWAL-D.GASSAWAY	75.00	
4964			9/15 MACDRIVE 10 PRO SOFTWARE LICENSE	69.99	
7142			9/17/15 CITY COUNCIL MEETING SUPPLIES	57.86	
5061			9/29/15 ICMA ANNUAL CONFERENCE MEAL EXPENSE	51.51	
7142			9/15 IAAP WEBINAR-C.TERRONES	49.00	
7142			9/17/15 CITY COUNCIL STUDY SESSION SUPPLIES	48.04	
1566			9/15 (2) TRAINING PUBLICATIONS-MARKETING	37.41	
5061			9/18/15 ISCS CONFERENCE FUEL EXPENSE	33.00	
1864			9/25/15 JPIA EDUCATIONAL FORUM MEAL EXPENSE	31.63	
1864			9/15 (1) TRAINING PUBLICATION-FINANCE DIRECTOR	30.17	
1864			9/15 OFFICE SUPPLIES-FINANCE DEPT	29.97	
5061			9/15 JOB ADVERTISEMENT	25.07	
5061			9/27/15 ICMA ANNUAL CONFERENCE BAGGAGE FEE	25.00	
5061			9/30/15 ICMA ANNUAL CONFERENCE BAGGAGE FEE	25.00	
7142			9/15/15 CITY MANAGER ROUND TABLE SUPPLIES	24.79	
5061			9/17/15 ISCS CONFERENCE MEAL EXPENSE	20.44	
1864			9/23/15 JPIA EDUCATIONAL FORUM TRANSIT EXPENSE	20.00	
7384			9/15 HOLIDAY LIGHTING SUPPLIES-PW DEPT	19.26	
1864			8/15 SATELLITE PHONE SERVICE	18.51	
5061			9/17/15 ISCS CONFERENCE CAB FARE EXPENSE	12.70	
5061			9/17/15 ISCS CONFERENCE CAB FARE EXPENSE	11.20	
4964			10/15 (1) 1-YEAR DOMAIN NAME	10.17	
5061			9/15 DIGITAL ACCESS OF THE DESERT SUN	10.00	
5061			9/18/15 ISCS CONFERENCE MEAL EXPENSE	9.58	
5061			9/30/15 ICMA ANNUAL CONFERENCE MEAL EXPENSE	6.89	
1864			9/23/15 JPIA EDUCATIONAL FORUM MEAL EXPENSE	5.56	
1864			9/26/15 JPIA EDUCATIONAL FORUM MEAL EXPENSE	4.95	

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		5061	9/30/15 ICMA ANNUAL CONFERENCE TRANSIT EXPENSE	3.00	
		5061	9/27/15 ICMA ANNUAL CONFERENCE TRANSIT EXPENSE	3.00	12,777.87
48599	1/7/2016	GRANT	BOYS & GIRLS CLUB OF COACHELLA 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	10,000.00	10,000.00
48649	1/7/2016	GRANT	MIZELL SENIOR CENTER OF PALM 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	10,000.00	10,000.00
48654	1/7/2016	GRANT	OPERATION SAFEHOUSE 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	10,000.00	10,000.00
48671	1/7/2016	GRANT	SHELTER FROM THE STORM, INC. 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	10,000.00	10,000.00
48590	1/7/2016	GRANT	ANGEL VIEW, INC. 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	9,983.20	9,983.20
48633	1/7/2016	8163	J.H. THOMPSON & SONS, INC. 11/15 FIRE STATION SIDEWALK CONCRETE REPAIR SERVICES	9,183.96	9,183.96
48583	12/18/2015	E0300110WC	MICROSOFT 11/15-10/16 (45) MICROSOFT OFFICE 365 USER LICENSES	9,180.00	9,180.00
48598	1/7/2016	GRANT	BIG BROTHERS BIG SISTERS 2015/16 COMMUNITY ASSISTANCE - GRANTS-IN-AID	7,700.00	7,700.00
48612	1/7/2016	GRANT	DESERT CANCER FOUNDATION 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	7,500.00	7,500.00
48640	1/7/2016	GRANT	LOVING ALL ANIMALS 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	7,500.00	7,500.00
48594	1/7/2016	GRANT	ASSISTANCE LEAGUE OF PALM 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	7,400.00	7,400.00
48652	1/7/2016	GRANT	NEUROVITALLY CENTER 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	6,804.00	6,804.00
48634	1/7/2016	GRANT	JEWISH FAMILY SERVICE OF THE 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	6,750.00	6,750.00
48686	1/7/2016	GRANT	UNITED CEREBRAL PALSY 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	5,250.00	103,500.00

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48610	1/7/2016		DESERT ARC 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	5,000.00	5,000.00
		GRANT			
48621	1/7/2016		GALILEE CENTER, INC. 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	5,000.00	5,000.00
		GRANT			
48626	1/7/2016		HIDDEN HARVEST 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	5,000.00	5,000.00
		GRANT			
48650	1/7/2016		MODERNISM WEEK 11/15 2016 MODERNISM WEEK SPONSORSHIP	5,000.00	5,000.00
		DTD 11/09/15			
48657	1/7/2016		PALM SPRINGS SCOTTISH RITE 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	5,000.00	5,000.00
		GRANT			
48666	1/7/2016		RIVERSIDE COUNTY ECONOMIC 2015/2016 RIVERSIDE COUNTY FAIR & NATIONAL DATE FESTIVAL SPONSORSHIP	5,000.00	5,000.00
		2016-11			
48683	1/7/2016		TOTALFUNDS BY HASLER 12/15 CITY HALL POSTAGE METER DEPOSIT	5,000.00	5,000.00
		2578			
48679	1/7/2016		SYMPRO 3/15/16-3/14/17 INVESTMENT SOFTWARE MAINTENANCE & SUPPORT	4,430.00	4,430.00
		DTD 12/8/15			
48611	1/7/2016		DESERT BEST FRIENDS CLOSET 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	4,000.00	4,000.00
		GRANT			
48622	1/7/2016		GOVERNMENT FINANCE RESEARCH 12/15 FINANCE DEPT PROFESSIONAL SERVICES	4,000.00	4,000.00
		IW-1215-01			
48604	1/7/2016		CLEANSTREET 11/15 CITYWIDE STREET SWEEPING SERVICES	3,702.43	3,702.43
		80430			
48591	1/7/2016		ANIMAL SAMARITANS, SPCA, INC 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	3,670.00	3,670.00
		GRANT			
48658	1/7/2016		PERFECT IMAGES JANITORIAL 11/15 JANITORIAL MAINTENANCE	3,495.00	3,495.00
		91187			
48586	12/23/2015		DELTA DENTAL 1/16 DENTAL INSURANCE PREMIUMS	3,419.70	3,419.70
		BE001436202			
48615	1/7/2016		ESGIL CORPORATION 10/15 PLAN CHECK SERVICES	3,148.69	104 3,148.69
		10154430			

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48687	1/7/2016	133320536-001	UNITED RENTALS NORTHWEST, INC. 11/20-12/18/15 EQUIPMENT RENTAL	2,489.92	2,489.92
48664	1/7/2016	W15623	RDO EQUIPMENT CO. 12/15 MAINTENANCE EQUIPMENT REPAIR	2,458.27	2,458.27
48660	1/7/2016	152243 152273	PRINTING PLACE 12/15 NEWSLETTER PRINTING SERVICE 12/15 NEWSLETTER ADVERTISEMENT INSERTS	1,625.00 780.00	2,405.00
48669	1/7/2016	7928	SERVICEMASTER AT COACHELLA VAL 11/27/15 45200 CLUB WATER DAMAGE EMERGENCY SERVICE	2,242.42	2,242.42
48642	1/7/2016	GRANT	LYNDON B JOHNSON ELEMENTARY 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AID	2,236.35	2,236.35
48636	1/7/2016	9041	JOSLYN CENTER 12/15 JOSLYN CENTER UPGRADES	2,125.62	2,125.62
48661	1/7/2016	3792 3833	PROPER SOLUTIONS 11/30-12/4/15 CITY STAFF TEMP SERVICES 12/7-12/11/15 CITY STAFF TEMP SERVICES	1,118.88 779.22	1,898.10
48651	1/7/2016	INV00073628	N-ABLE TECHNOLOGIES INC. 12/1/15-11/30/16 PROFESSIONAL CENTRAL SERVER	1,845.36	1,845.36
48672	1/7/2016	208056021	SIMPLOT PARTNERS 12/15 LANDSCAPE MAINTENANCE SUPPLIES	1,706.40	1,706.40
48643	1/7/2016	N5666308	MAILFINANCE, INC. DBA HASLER 1/8-4/7/16 MAIL MACHINE RENTAL	1,502.71	1,502.71
48589	1/7/2016	GRANT	ACT FOR MS 2015/16 COMMUNITY ASSISTANCE GRANTS-IN-AD	1,400.00	1,400.00
48690	1/7/2016	43181067	WEX BANK 11/16 CITY FLEET VEHICLES FUEL SUPPLY	1,296.17	1,296.17
48608	1/7/2016	5725-408707	CONSOLIDATED ELECTRICAL DIST. 11/15 MAINTENANCE SUPPLIES	1,291.19	1,291.19
48647	1/7/2016	8597	MARTIN SWEEPING 11/15 CITYWIDE STORM DRAIN FACILITIES MAINTENANCE	1,183.75	1,183.75
48673	1/7/2016	73886302	SITEONE LANDSCAPE SUPPLY, LLC 11/15 LANDSCAPE IRRIGATION SUPPLIES	391.78	106

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
		73962939	11/15 LANDSCAPE IRRIGATION SUPPLIES	391.78	
		74182282	12/15 LANDSCAPE IRRIGATION SUPPLIES	190.11	
		74151059	12/15 LANDSCAPE IRRIGATION SUPPLIES	126.05	
		74112581	12/15 LANDSCAPE IRRIGATION SUPPLIES-A8	28.75	1,128.47
48596	1/7/2016		B.G. STRUCTURAL ENGINEERING		
		917.629	11/15 PLAN CHECK SERVICES	600.00	
		917.640	11/15 PLAN CHECK SERVICES	375.00	
		917.642	11/15 PLAN CHECK SERVICES	112.50	1,087.50
48663	1/7/2016		RA STRUCTURAL ENGINEERING		
		B00-012-613-1	8/15-9/15 PLAN CHECK SERVICES	585.00	
		B00-012-504-1	11/15 PLAN CHECK SERVICES	455.00	1,040.00
48631	1/7/2016		INNOVATIVE DOCUMENT SOLUTIONS		
		162365	11/15 COPIERS MAINTENANCE-IRA6265 & IRC7270	724.27	
		162364	11/15 CANON IR4045 COPIER MAINTENANCE	254.09	978.36
48644	1/7/2016		MAIN STREET SIGNS		
		21640	12/15 CITY SIGNAGE SUPPLY	967.58	967.58
48641	1/7/2016		LUMPKIN, RUSSELL L.		
		DTD 12/18/15	12/15 BUILDING INSPECTION SERVICES	960.00	960.00
48602	1/7/2016		CDW GOVERNMENT, INC.		
		BKV6990	12/15 COMPUTER HARDWARE PURCHASE	879.45	
		BKN0241	12/15 COMPUTER HARDWARE PURCHASE	63.21	942.66
48620	1/7/2016		FULTON DISTRIBUTING		
		368444	12/11/15 JANITORIAL SUPPLIES	488.19	
		367974	12/15 KITCHEN/MEETING SUPPLIES	380.44	868.63
48645	1/7/2016		MARK CIESLIKOWSKI PHOTOGRAPHY		
		5710	12/15/15 HOSPITALITY AWARDS PHOTOGRAPHY SERVICES	383.40	
		5708	12/8/15 RESIDENT WILDLIGHTS PHOTOGRAPHY SERVICES	383.40	
		5711	12/15/15 (1) HOSPITALITY AWARDS EVENT CUSTOM PRINT	91.80	858.60
48684	1/7/2016		TOTALPLAN BUSINESS INTERIORS		
		078133	11/15 CITY HALL WORKSTATION RECONFIGURATION SERVICE	832.24	832.24
48628	1/7/2016		HOSPITALITY EBUSINESS		
		26481	1/16 ADVERTISING & PROMOTION WEB SERVICES	800.00	800.00
48659	1/7/2016		POWERS AWARDS		
		130384	11/15 (11) HOSPITALITY EMPLOYEE PLAQUES	630.99	
		130635	12/15 (1) HOSPITALITY EMPLOYEE PLAQUE	57.83	688.82
48617	1/7/2016		FEDERAL EXPRESS CORP.		
		5-251-92685	11/15 EXPRESS MAIL SERVICES	570.34	107

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48676	1/7/2016	1153370-IN	SOUTHWEST BOULDER & STONE INC. 11/15 LANDSCAPE MAINTENANCE SUPPLIES	404.22	404.22
48662	1/7/2016	22161669 22165770 22158296	PRUDENTIAL OVERALL SUPPLY 12/9/15 FACILITY SERVICES 12/16/15 FACILITY SERVICES 12/2/15 FACILITY SERVICES	144.31 115.55 115.55	375.41
48632	1/7/2016	2015110032	IRC, INC. 11/15 PRE-EMPLOYMENT BACKGROUND CHECK-SENIOR ADMIN K.NELSON	351.50	351.50
48588	1/7/2016	28620 28595	ACCESS ELECTRIC SUPPLY, INC. 12/15 LANDSCAPE LIGHTING SUPPLIES 12/15 LANDSCAPE LIGHTING SUPPLIES	215.46 118.00	333.46
48609	1/7/2016	AN0000000629	COUNTY OF RIVERSIDE 11/15 ANIMAL SHELTER MAINTENANCE SERVICES	311.81	311.81
48648	1/7/2016	DTD 12/11/15 DTD 12/9/15	MCKINNEY, WADE G. 12/11/15 EMPLOYEE LUNCHEON SUPPLIES 2/4/16 CCMF 2016 ANNUAL MEMBERSHIP DINNER REIMB	235.52 65.00	300.52
48655	1/7/2016	196977 196958 197151 196844	PALM DESERT ACE HARDWARE 11/15 MAINTENANCE SUPPLIES-FIRE STATION 11/15 MAINTENANCE SUPPLIES-FIRE STATION 12/15 TOOLS 11/15 MAINTENANCE SUPPLIES	145.20 65.86 25.90 9.16	246.12
48670	1/7/2016	28046	SERVICEMASTER OF THE DESERT 12/15 CARPET CLEANING SERVICE	245.00	245.00
48627	1/7/2016	0050251 7115752 0012054 8573568	HOME DEPOT 11/15 MAINTANCE SUPPLIES 12/15 MAINTANCE SUPPLIES 11/15 LANDSCAPE MAINTENANCE SUPPLIES 12/15 MAINTANCE SUPPLIES	107.62 62.52 31.72 12.19	214.05
48618	1/7/2016	94861 94862 94863	FERNANDO'S BUST-A-BUG 12/15 PEST CONTROL SERVICES-CIVIC CENTER 12/15 PEST CONTROL SERVICES-FIRE STATION 12/15 PEST CONTROL SERVICES-WALK OF HONOR	96.00 50.00 20.00	166.00
48638	1/7/2016	102622	LEAGUE OF CALIFORNIA CITIES 12/15 2016 CALIFORNIA STATEWIDE STREETS/ROADS ASSESSMENT FUNDING	150.00	150.00
48677	1/7/2016	3286394078 3286394081 3286394080	STAPLES 12/15 OFFICE SUPPLIES 12/15 OFFICE SUPPLIES 12/15 OFFICE SUPPLIES	96.95 15.40 15.06	108 127.41

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48625	1/7/2016		HAPNER, SONIA 12/15 LCC CITY CLERKS SEMINAR TRAVEL EXP REIMB	118.77	118.77
		SAN DIEGO			
48668	1/7/2016		RIVERSIDE COUNTY SHERIFF DEPT. 9/15 TRAFFIC MOTORCYCLE FUEL	115.39	115.39
		SH0000027344			
48656	1/7/2016		PALM DESERT DOOR & HARDWARE 11/15 MAINTENANCE SUPPLIES-FIRE STATION	103.03	103.03
		70898			
48593	1/7/2016		AROUND-THE-CLOCK 11/16-12/14 AFTER HOURS PHONE ANSWERING SERVICE	100.00	100.00
		151300106101			
48682	1/7/2016		TOPS N BARRICADES 12/15 MAINTENANCE SUPPLIES	95.26	95.26
		1050867			
48639	1/7/2016		LIGATURE, THE 12/15 (250) BUSINESS CARD SUPPLY	90.45	90.45
		2031321			
48681	1/7/2016		TIME WARNER CABLE 12/15 CITY HALL INTERNET SERVICES	85.82	85.82
		8448410760152292			
48582	12/17/2015		SOUTHERN CALIFORNIA GAS CO. 11/15 UTILITIES	80.33	80.33
		161027600622			
48603	1/7/2016		CITY CLERKS ASSN OF CALIFORNIA 1/15 2016 CITY CLERKS ASSOCIATION OF CA RENEWAL	40.00	
		970			
		1013	1/15 2016 CITY CLERKS ASSOCIATION OF CA RENEWAL	40.00	80.00
48613	1/7/2016		DESERT ELECTRIC SUPPLY 12/15 ELECTRICAL SUPPLIES	70.98	70.98
		S2255738.001			
48601	1/7/2016		CANON SOLUTIONS AMERICA, INC. 12/15 WIDE FORMAT COPIER/SCANNER MAINTENANCE	54.63	
		988585192			
		988575588	11/15 WIDE FORMAT COPIER/SCANNER USAGE & MAINTENANCE	12.94	67.57
48680	1/7/2016		TCC SALES 11/15 MAINTENANCE SUPPLIES	65.44	65.44
		21525			
48600	1/7/2016		CAM STONE'S AUTOMOTIVE 12/15 CITY FLEET VEHICLE MAINTENANCE	62.56	62.56
		70627			
48688	1/7/2016		VERIZON CALIFORNIA 11/15 TRAFFIC SIGNAL PHONE LINE SERVICE	61.72	61.72
		200-1815			

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
48629	1/7/2016	50579115	IMPERIAL IRRIGATION DISTRICT 11/15 UTILITIES	61.41	61.41
48607	1/7/2016	331197-849962	COACHELLA VALLEY WATER DIST. 11/15 UTILITIES	61.32	61.32
48674	1/7/2016	36862	SOUTH COAST SURETY 1/16 CONTRACTORS LICENSE SUPPLEMENTAL BOND POLICY INCREASE	44.00	44.00
48678	1/7/2016	41327	STAPLES 12/15 OFFICE SUPPLIES	37.78	37.78
48614	1/7/2016	0014928750	DESERT PIPE & SUPPLY 12/15 MAINTENANCE SUPPLIES	35.10	35.10
48587	12/23/2015	352000006506	UNITED WAY OF THE DESERT 12/18/15 PAYROLL EMPLOYEE CONTRIBUTIONS	27.00	27.00
48595	1/7/2016	287243904839	AT&T MOBILITY 11/15 SIM CARD DATA SERVICES	24.01	24.01
48637	1/7/2016	REJOR-201507899	LARRY W. WARD ASSESSOR 11/15 RIVERSIDE COUNTY RECORDING FEE	23.00	23.00
48653	1/7/2016	627757319-169	NEXTEL COMMUNICATIONS 11/15 CELLULAR COMMUNICATION SERVICES	20.73	20.73
48619	1/7/2016	REIMB	FOSTER, PETER 12/2/15 RESIDENT WILDLIGHTS EVENT REFUND	20.00	20.00

108 checks in this report

TOTAL CITY WARRANTS 48582-48583 & 48585-48690: 797,191.97

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CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
Wires :					
1627	12/22/2015		CALIFORNIA PUBLIC EMPLOYEES		
		100000014674644	1/16 MEDICAL INSURANCE PREMIUMS	70,079.67	70,079.67
1626	12/22/2015		INTERNAL REVENUE SERVICE		
		95-2489139	12/18/15 PAYROLL-FWT, FICA & MEDICARE	30,600.32	30,600.32
1628	12/22/2015		CALPERS RETIREMENT SYSTEM		
		6392517834	12/18/15 PAYROLL CONTRIBUTIONS	21,751.02	21,751.02
1625	12/22/2015		ICMA		
			CONTRIBUTIONS 12/18/15 PAYROLL-401A, 457 & ROTH IRA CONTRIBUTIONS	9,335.37	9,335.37
1629	12/22/2015		CALIFORNIA, STATE OF		
		925-0060-2	12/18/15 PAYROLL-SDI & SWT DEPOSIT	6,819.66	6,819.66
1630	12/23/2015		VISION SERVICE PLAN - (CA)		
		121858900001	1/16 VISION INSURANCE PREMIUMS	871.62	871.62
2920	12/17/2015		INDIAN WELLS EMPLOYEE ASSOC.		
		2379795	12/18/15 PAYROLL IW EMPLOYEE ASSOCIATION DUES	210.00	210.00

TOTAL WIRE DISBURSEMENTS 1625-1629, 2920 & 1630 : 139,667.66
111

**CITY OF INDIAN WELLS
01/07/2016 MEETING WARRANT LIST**

CHECK #	DATE	INVOICE #	VENDOR NAME/DESCRIPTION	INVOICE AMT	CHECK TOTAL
			EFT 14416-14445	78,806.53	
			Total Net Payroll 12/18/15	78,806.53	
			TOTAL CITY DISBURSEMENTS:	1,015,666.16	

Note: Warrant 48435 was voided on 12/22/15.

Note: Warrants 48582-48583 & 48585--48587 were issued prior to the regular scheduled City Council meeting.



1/7/2016

File #: ORD-120-15 Item #: A.

Indian Wells City Council

Staff Report - Community Development

Prohibit Cannabis Dispensaries, Manufacturers, Cultivation, and Delivery of Cannabis in the City, and Finding the Project Exempt Under CEQA

RECOMMENDED ACTIONS:

Council **FINDS** the project to be exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to Section 15060, Preliminary Review; and

INTRODUCES Ordinance, to be read by title only and further reading waived, amending Indian Wells Municipal Code Section 21.90.020 to prohibit cannabis dispensaries, cannabis manufacturers, cannabis cultivation and delivery of cannabis in the City.

DISCUSSION:

Background:

The California legislature recently adopted legislation identified as the Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643) ("MMRSA") to comprehensively regulate medical marijuana ("medical cannabis"). The MMRSA recognizes and preserves local control to regulate or ban medical cannabis cultivation, transportation, and distribution. The MMRSA confirms and clarifies that, in addition to the complete land use control over retail dispensaries recognized in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, cities have the power to regulate or ban the cultivation and distribution of medical cannabis. *Maral v. City of Live Oak* (2013) 221 Cal. App. 4th 975.

Although the MMRSA allows cities to regulate or ban cannabis cultivation, manufacturing, transportation, and distribution of medical cannabis within their jurisdictions, it requires some local enabling legislation to accomplish some aspects of this. If a city chooses to regulate these activities comprehensively, it must adopt an overlay of local regulatory standards that are at least as strict as the state's default regulations. Specifically, the MMRSA provides that if a city has not banned or regulated cannabis cultivation by March 1, 2016, then cultivation in that city will be subject only to state law on this issue.

File #: ORD-120-15 **Item #:** A.

At least one California City, Live Oak, has successfully defended its total ban on the cultivation of marijuana for any purpose within that city. Its legally upheld regulation provides that “[m]arijuana cultivation by any person, including primary caregivers and qualified patients, collectives, cooperatives, or dispensaries” are prohibited in all zones within the city. The MMRSA allows this approach.

Analysis:

Currently, Section 21.90.020 (Medical Marijuana Dispensaries) of the City’s Municipal Code prohibits medical cannabis dispensaries and delivery services. The existing Municipal Code language does not effectively prohibit the cultivation of medical cannabis, nor is it fully consistent with the State Legislature’s language on medical cannabis and its definitions of particular terms that fall within the regulation of medical cannabis. In order for the City’s regulations to be as legally defensible as possible and to continue the prohibition of the cultivation, manufacturing, transportation, and distribution of medical cannabis, the City’s Municipal Code must be amended in light of the MMRSA and the two cited court cases. The attached ordinance outlines the necessary changes to Section 21.90.020 of the Municipal Code.

The Planning Commission recommended approval (4-0-1) of the Municipal Code amendment on December 16, 2015.

Environmental:

The Ordinance is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 - Preliminary Review, as the Municipal Code amendment to prohibit cannabis activities is not a “project” as defined in Section 15378, and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

ATTACHMENT:

1. Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, AMENDING SECTION 21.90.020 OF THE INDIAN WELLS MUNICIPAL CODE TO PROHIBIT CANNABIS DISPENSARIES, CANNABIS MANUFACTURERS, CANNABIS CULTIVATION, AND DELIVERY OF CANNABIS IN THE CITY

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996"); and

WHEREAS, the intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law; and

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program ("MMP"), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the Penal Code; and

WHEREAS, neither the Compassionate Use Act ("CUA") nor the MMP requires or imposes an affirmative duty or mandate upon local governments to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within their jurisdiction; and

WHEREAS, in May 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, holding that cities have the authority to regulate or ban outright medical marijuana land uses; and

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need; and

WHEREAS, on October 9, 2015, Governor Jerry Brown signed the "Medical Marijuana Regulation and Safety Act" ("Act") into law; and

WHEREAS, the Act becomes effective January 1, 2016 and contains provisions which allow for local governments to regulate licenses and certain activities thereunder; and

WHEREAS, the Act contains a provision which sets forth that the State shall become the sole authority for regulation under certain parts of the Act, unless local governments have "land use regulations or ordinances regulating or prohibiting the cultivation of marijuana..." (Health and Safety Code §11362.777(c)(4); and

WHEREAS, several California cities have reported negative impacts of marijuana cultivation, processing, and distribution uses, including offensive odors, illegal sales, and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests; and

WHEREAS, marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor which is detectable far beyond property boundaries if grown outdoors; and

WHEREAS, the strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery, or armed robbery; and

WHEREAS, the indoor cultivation of marijuana has potential adverse effects upon the health and safety of the occupants; including structural damage to the building due to increased moisture and excessive mold growth which can occur and can pose a risk of fire and electrocution; additionally, the use of pesticides and fertilizers can lead to chemical contamination within the structure; and

WHEREAS, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

WHEREAS, based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of marijuana cultivation, processing, and distribution uses; and

WHEREAS, the Indian Wells Municipal Code ("Code") does not fully address the cultivation, processing, delivery and distribution of medical cannabis; and

WHEREAS, based on the findings above, the potential establishment of cannabis dispensaries, cannabis manufacturers, cannabis cultivation, and delivery of cannabis uses in the City without regulation poses a current and immediate threat to the public health, safety and welfare in the City due to the negative land use and other impacts of such uses as described above; and

WHEREAS, the issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for cannabis dispensaries, cannabis manufacturers, cannabis cultivation, and delivery of cannabis will result in the aforementioned threat to public health, safety, or welfare; and

WHEREAS, on December 16, 2015, the Planning Commission held a duly noticed public hearing and adopted by unanimous vote Resolution No. PC 2015-10 recommending that the City Council approve Municipal Text Amendment No. 2015-01; and

WHEREAS, Municipal Text Amendment No. 2015-01 was properly noticed and a notice of the public hearing by the City Council was provided for in accordance with applicable law; and

WHEREAS, on January 7, 2016, the City Council held a duly noticed public hearing on Municipal Text Amendment No. 2015-01.

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

SECTION 1. INCORPORATION OF RECITALS. The City Council hereby **FINDS** that all of the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. Indian Wells Municipal Code Section 21.90.020 is hereby **AMENDED** to read in its entirety as follows:

"21.90.020 Medical marijuana uses.

(a) Purpose. The purpose of this Section is to enact and enforce a ban on all cannabis dispensaries, cannabis manufacturers, cultivation, and delivery of cannabis located within the City limits. Nothing in this Section shall preempt or make inapplicable any provision of state or federal law.

(b) Definitions. For purposes of this Section, the following definitions shall apply:

(1) "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972.

(2) "Cannabis dispensary" means a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and cannabis products as part of a retail sale.

(3) "Cannabis manufacturer" means a person that conducts the production,

preparation, propagation, or compounding of manufactured cannabis, or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages medical cannabis or cannabis products or labels or relabels its container.

(4) "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

(5) "Delivery" means the commercial transfer of cannabis or cannabis products, and includes origination or termination within the City as well as a delivery business.

(c) Prohibited Use. Cannabis dispensaries, cannabis manufacturers, cannabis cultivation, and delivery of cannabis, as defined herein, shall be considered prohibited uses in all zoning districts of the City. No use permit, variance, building permit, or any other entitlement or permit, whether administrative or discretionary, shall be approved or issued for the establishment or operation of a cannabis dispensaries, cannabis manufacturers, cannabis cultivation, and delivery of cannabis as defined herein in any zoning district, and no person shall otherwise establish such businesses or operations in any zoning district.

(d) Penalty for Violation. No person, whether as principal, agent, employee or otherwise, shall violate, cause the violation of, or otherwise fail to comply with any of the requirements of this Section. Every act prohibited or declared unlawful, and every failure to perform an act made mandatory by this Section, shall be a misdemeanor or an infraction, at the discretion of the City Attorney or the District Attorney. In addition to the penalties provided in this Section, any condition caused or permitted to exist in violation of any of the provisions of this Section is declared a public nuisance and may be abated as provided in Chapter 1.16 and/or under state law."

SECTION 3. CEQA. The City Council **FINDS** that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15060(c) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 – Preliminary Review, as the Municipal Code amendment to prohibit cannabis activities is not a "project" as defined in Section 15378, and will not result in a direct or reasonably foreseeable indirect physical change in the environment.

SECTION 4. SEVERABILITY. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance, which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable. This Ordinance amends, adds to and deletes (as applicable) sections of the Indian Wells Municipal Code.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect and be in force 30 days after passage.

SECTION 6. PUBLICATION. The City Clerk is directed to publish this Ordinance within the manner and in the time prescribed by law.

PASSED APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at an adjourned regular meeting held on this 27th day of January, 2016.

**DANA W. REED
MAYOR**

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

CERTIFICATION FOR ORDINANCE NO. ____

I, Anna Grandys, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Ordinance No. ____, having been regularly introduced at the meeting of January 7, 2016 was again introduced, the reading in full thereafter unanimously waived, and duly passed and adopted at an adjourned regular meeting of the City Council held on this 27th day of January, 2016 and said Ordinance was passed and adopted by the following stated vote, to wit:

AYES:
NOES:

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

ATTEST:

APPROVED AS TO FORM:

**ANNA GRANDYS
CITY CLERK**

**STEPHEN P. DEITSCH
CITY ATTORNEY**



1/7/2016

File #: ORD-121-15 Item #: B.

Indian Wells City Council

Staff Report - Community Development

Update Water Efficient Landscape Regulations, and Finding the Project Exempt from CEQA

RECOMMENDED ACTIONS:

Council **FINDS** the project to be exempt from the provisions California Environmental Quality Act (CEQA) pursuant to Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources; and

INTRODUCES Ordinance, to be read by title only and further reading waived, amending Chapter 21.70 of the Indian Wells Municipal Code regarding the adoption of State updated water efficient landscape regulations.

DISCUSSION:

Background:

In 2008, the State updated its model water efficient landscape ordinance and specifically required cities and counties to adopt local water efficient landscape ordinances that were at least as effective in conserving water as the State ordinance. If a local entity did not do so, then the requirements of the State ordinance would automatically apply.

In response to this requirement, the City adopted Chapter 21.70 of the Indian Wells Municipal Code in 2010, which requires landscape projects of a certain size requiring a building permit, plan check, or design review to comply with specific water efficient landscaping requirements. Chapter 21.70 was drafted in coordination with the Coachella Valley Water District ("CVWD") and other local government entities in the region so that there would be a consistent approach tailored to the Coachella Valley.

Due to the current drought, on July 15, 2015, the State adopted an updated model water efficient landscape ordinance that contains increased landscape water efficiency standards. On November 10, 2015, CVWD adopted an update to their regional model ordinance consistent with the State requirements effective December 1, 2015. Pursuant to State law, local agencies have until February 1, 2016, to either adopt the updated state model ordinance or adopt their own ordinance, which

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must be as effective in conserving water as the updated State model ordinance.

Analysis:

In response to the State's new higher water efficiency standards, Staff and the City Attorney have drafted amendments to Municipal Code Chapter 21.70 in order to comply with the mandated requirements. Similar to when Chapter 21.70 was first adopted in 2010, the proposed amendments are based on State requirements and consistent with the CVWD regional model ordinance. Some of the more significant changes include the following:

- The size of projects subject to the ordinance is changed from a landscape area greater than or equal to 5,000 square feet to a total landscape area greater than or equal 2,500 square feet.
- A rating for plant water use (ETAF or Evapotranspiration Factor) of 0.45 is set forth compared to the 2010 ordinance of 0.5; the lower the ETAF number the more water efficient the plants used in landscaping must be.
- Areas less than 10 feet in width shall not be designed with turf unless irrigated by subsurface irrigation or a surface flow/wick irrigation system; this is an increase of 2 feet from the 2010 ordinance that provided that all areas less than 8 feet shall be irrigated with subsurface irrigation or a surface flow/wick irrigation system.
- The increase of mulch in planter areas is changed from a 2-inch minimum required by the 2010 ordinance to a 3-inch minimum.
- An improved irrigation efficiency rating of 75% for spray systems and 90% for drip systems is set forth; the 2010 ordinance requires an irrigation efficiency of 75% for all systems.
- Annual color plantings shall be used only in areas of high visual impact close to where people can appreciate them and must be irrigated with drip, microirrigation or other systems with efficiencies of 90 percent or greater, except during plant introduction periods. Otherwise, drip irrigated, perennial plantings should be the primary source of color.
- Separate landscape water meters shall be installed for all projects except single-family homes with a landscape area less than 5,000 square feet.
- High flow sensors that detect and report leaks or other malfunction shall be specified for all projects where a dedicated landscape irrigation meter is required.

- A diagram of the irrigation plan showing hydrozones must be kept with the irrigation controller for subsequent management purposes.

The proposed ordinance promotes more efficient water landscaping practices and will lead to water conservation savings, as well as likely lower monthly water bills for residents. Because CVWD and other water providers have already implemented water efficiency standards that apply to the communities they serve that exceed state minimums, the proposed changes to Chapter 21.70 should result in only minor changes to current landscaping and irrigation design standards. In addition, the proposed amendments will make a positive contribution to the water conservation without compromising aesthetic quality.

The Planning Commission recommended approval (4-0-1) of the amendment on December 16, 2015, with the condition that Staff work with CVWD to clarify language in the proposed ordinance.

Environmental:

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 *et seq.*), pursuant CEQA Section 15307 of the CEQA Guidelines (14 Cal. Code Regs., § 15307) - Actions by Regulatory Agencies for Protection of Natural Resources, as the Municipal Code Amendment would modify the City's Water Efficient Landscape Regulations procedures and will not result in cumulative adverse environmental impacts..

ATTACHMENT:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA AMENDING CHAPTER 21.70 OF THE CITY OF INDIAN WELLS MUNICIPAL CODE REGARDING THE ADOPTION OF STATE UPDATED WATER EFFICIENT LANDSCAPE REGULATIONS

WHEREAS, Chapter 21.70 of the City of Indian Wells ("City") Municipal Code ("Code") regulates water conservation in landscapes; and

WHEREAS, California Constitution Article X, Section 2 and California Water Code Section 100 provide that because of conditions prevailing in the state of California (the "State"), it is the declared policy of the State that the general welfare requires that the water resources of the State shall be put to beneficial use to the fullest extent of which they are capable, the waste or unreasonable use of water shall be prevented, and the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people; and

WHEREAS, California Assembly Bill 1881 ("AB 1881"), enacted into law on September 28, 2008, required the State Department of Water Resources ("Department") to update the State's existing model water efficient landscape ordinance, which provides guidelines for cities and counties to adopt local landscape irrigation ordinances as required by the law; and

WHEREAS, all cities and counties were required to either adopt the updated model water efficient landscape ordinance or adopt their own water efficient landscape ordinance that is as effective in conserving water as the updated state version; and

WHEREAS, the City adopted its own water efficient landscape ordinance and regulations, based primarily on a model ordinance prepared by the Coachella Valley Water District ("CVWD"), to comply with this requirement and further reduce the quantity of water used by persons within its jurisdiction for the purpose of reducing water waste associated with irrigation of outdoor landscaping and conserving water in the interest of the people and the public welfare; and

WHEREAS, on April 1, 2015, due to the current drought, the Governor issued Executive Order B-29-15 and directed the Department to further update the state model water efficient landscape ordinance by expedited regulation; and

WHEREAS, on July 15, 2015, the state adopted an updated model water efficient landscape ordinance that contains increased efficiency standards; and

WHEREAS, cities and counties have until February 1, 2016 to either adopt the updated state model ordinance or adopt their own ordinance, which must be as effective in conserving water as the updated state model ordinance; and

WHEREAS, after considerable regional outreach, CVWD has updated its model water efficient landscape ordinance to comply with the increased standards in the updated state model ordinance; and

WHEREAS, on December 16, 2015, the Planning Commission held a duly noticed public hearing in conformance with Government Code and Municipal Code sections and adopted by unanimous vote Resolution No. PC 2015-11 recommending that the City Council approve Municipal Text Amendment No. 2015-02; and

WHEREAS, Municipal Text Amendment No. 2015-02 was properly noticed and a notice of the public hearing by the City Council was provided for in accordance with applicable law; and

WHEREAS, the City has determined to update its existing water efficient landscape regulations and make them consistent with the CVWD regional model ordinance to comply with the new State requirements; and

WHEREAS, on January 7, 2016, the City Council held a duly noticed public hearing on the Municipal Text Amendment No. 2015-02.

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

SECTION 1. Findings. The City Council hereby finds and determines that the forgoing recitals are true and correct and are incorporated herein.

SECTION 2. Amendments to the Code. Chapter 21.70 Water Efficient Landscaping regulations of the City of Indian Wells Municipal Code is hereby **AMENDED** in its entirety to read as follows:

"21.70.010 Purpose and Intent.

The purpose of this chapter is to establish effective water efficient landscape requirements for newly installed and rehabilitated landscapes.

It is also the intent of this chapter to implement the requirements of the California Code of Regulations Title 23. Waters Division 2. Department of Water Resources Chapter 2.7. Model Water Efficient Landscape Ordinance, and State of California Water Conservation in Landscaping Act. Authority cited: Section 65593, Government Code, Reference: Sections 65591, 65593, 65596 Government Code.

It is further the intent of the City Council to promote water conservation through climate-appropriate plant material and efficient irrigation systems, and to create a water efficient city landscape theme through enhancing and improving the physical and natural environment.

21.70.020 Applicability.

- A. This chapter applies to all of the following landscape projects:
1. New construction and rehabilitated landscapes for public agency projects and private development projects requiring a building or landscape permit, plan check or design review;
 2. New construction and rehabilitated landscapes which are developer-installed in single-family and multi-family projects requiring a building or landscape permit, plan check or design review; and
 3. New construction and rehabilitated landscapes which are homeowner-provided and/or homeowner-hired in single family and multi-family residential projects with a total project area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check or design review.
- B. This chapter does not apply to:
1. Registered local, state or federal historical sites;
 2. Ecological restoration projects that do not require a permanent irrigation system;
 3. Mined-land reclamation projects that do not require a permanent irrigation system; or
 4. Plant collections, as part of botanical gardens and arboretums open to the public.

21.70.030 Definitions.

The words used in this section have the meanings set forth below:

“Anti-drain valve” or “check valve” means a valve located under/in a sprinkler head to hold water in the system to eliminate drainage from the lower elevation sprinkler heads.

“Application rate” means the depth of water applied to a given area, usually measured in inches per hour. Also known as precipitation rate (sprinklers) or emission rate (drippers/microsprayers) in gallons per hour.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Automatic controller” means an electronic or solid-state timer capable of operating valve stations to set the days, time and length of time of a water application.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Billing units” means units of water (100 cubic feet = 1 billing unit = 748 gallons = 1 CCF) for billing purposes. To convert gallons per year to 100 cubic feet per year, divide gallons per year by 748. (748 gallons = 100 cubic feet).

“Conversion factor” (0.62) means a number that converts the Maximum Applied Water Allowance from acre-inches per acre to gallons per square foot. The conversion factor is calculated as follows:

$$\begin{array}{rcl} (325,851 \text{ gallons}/43,560 \text{ square feet})/12 \text{ inches} & = & (0.62) \\ 325,851 \text{ gallons} & = & \text{one acre-foot} \\ 43,560 \text{ square feet} & = & \text{one acre} \\ 12 \text{ inches} & = & \text{one foot} \end{array}$$

“Desert landscape” means a desert landscape using native plants spaced to look like a native habitat.

“Distribution uniformity” means a measure of how evenly sprinklers apply water. The low-quarter measurement method (DULQ) utilized in the irrigation audit procedure is utilized for the purposes of these criteria. These criteria assume an attainable performance level of 75% DULQ for spray heads, 80% DULQ for rotor heads and 85% DULQ for recreational turf grass rotor heads.

“District” means the Coachella Valley Water District.

“Drip irrigation” means a method of irrigation where the water is applied slowly at the base of plants without watering the open space between plants.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Effective precipitation” or “usable rainfall” means the portion of total natural precipitation that is used by the plants, usually assumed to be three inches annually. Precipitation or rainfall is not considered a reliable source of water in the desert.

“Electronic controllers” means time clocks that have the capabilities of multiprogramming, water budgeting and multiple start times.

“Emission uniformity” means a measure of how evenly drip and microspray emitters apply water. The low-quarter measurement method (EULQ) utilized in the landscape irrigation evaluation procedure is utilized for the purposes of these criteria. These criteria assume 90% EULQ for drippers, microsprays and pressure compensating bubblers.

“Emitter” means drip irrigation fittings that deliver water slowly from the watering system to the soil.

“Established landscape” means the point at which new plants in the landscape have developed roots into the soil adjacent to the root ball.

“Establishment period” means the first year after installing the plant in the landscape.

“Estimated total water use” (by hydrozone) means the portion of the estimated annual total applied water use that is derived from applied water to a specified hydrozone.

“Estimated annual total applied water use” (Total of all hydrozones) means the annual total amount of water estimated to be needed by all hydrozones to keep the plants and water features in the landscaped area healthy and visually pleasing. It is based upon such factors as the local evapotranspiration rate, the size of the landscaped area, the size and type of water feature, the types of plants, and the efficiency of the irrigation system. The estimated annual total applied water use shall not exceed the Maximum Applied Water Allowance (MAWA).

“Evapotranspiration” or “ET” means the quantity of water evaporated from adjacent soil surfaces and transpired by plants expressed in inches during a specific time.

“ET adjustment factor” means a factor of 0.45 that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ET adjustment factor for Special Landscape Areas is 1.0.

“Finished grade” means grade height after surface mulch covering has been installed.

“Flow rate” means the rate at which water flows through pipes, valves and meters (gallons per minute or cubic feet per second).

“Hardscape” means concrete or asphalt areas including streets, parking lots, sidewalks, driveways, patios and decks.

“Head-to-head coverage” means one hundred percent sprinkler coverage of the area to be irrigated, with maximum practical uniformity.

“High flow check valve” means a valve located under/in a sprinkler head to stop the flow of water if the spray head is broken or missing.

“Hydrozone” means a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or non-irrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation (once established) is a non-irrigated hydrozone.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (inches per hour).

“Irrigation efficiency” means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum irrigation efficiency for purposes of these regulations is 0.75 or 75 percent and .90 or 90 percent for drip systems.

“Landscape irrigation audit” means a process to perform site inspections, evaluate irrigation systems and develop efficient irrigation schedules.

“Landscaped area” means the entire parcel less the building footprint, driveways, non-irrigated portions of the parking lots, hardscapes (such as decks and patios), and other nonporous areas. Water features are included in the calculation of a site’s landscaped area.

“Lateral line” means the water delivery pipeline that supplies water to the emitter sprinklers from a valve.

“Main line” means the pressurized pipeline that delivers water from the water source to a valve or outlet.

“Maximum applied water allowance” (MAWA) means for design purposes, the upper limit of annual applied water for the established landscape area as specified in Division 2, Title 23, California Code of Regulations, Chapter 7, Section 492.4. It is based upon the area’s reference evapotranspiration, ET adjustment factor, and the size of the landscaped area. The estimated applied water use shall not exceed the MAWA.

“Micro-irrigation” means the same as drip irrigation.

“Mulch” means any organic materials such as leaves, bark, straw or inorganic material such as pebbles, stones, gravel, decorative sand or decomposed granite left loose and applied to the soil surface to reduce evaporation.

“Native plants” means low water using plants that are: 1) indigenous to the Coachella Valley and lower Colorado Desert region of California and Arizona, 2) native to the southwestern United States and northern Mexico or 3) native to other desert regions of the world, but adapted to the Coachella Valley.

“Natural grade” means grade height of native soil before application of surface mulch.

“Operating pressure” means the pressure at which an irrigation system’s sprinklers, bubblers, drippers or microsprays are designed to operate, usually indicated at the base of an irrigation head.

“Overhead sprinkler irrigation stations” means sprinklers with high flow rates (spray heads, impulse sprinklers, gear rotors, etc.) that are utilized to apply water through the air to large irrigated areas.

“Overspray” means the water which is delivered beyond the landscaped area onto pavements, walks, structures or other non-landscape areas. Also known as hardscape applications.

“Plant factor” means a factor that, when multiplied by reference evapotranspiration, estimates the amount of water used by plants. For purposes of these criteria, the average plant factor of very low water using plants ranges from 0.01 to 0.10, for low water using plants the range is 0.10 to 0.30, for moderate water using plants the range is 0.40 to 0.60, and for high water using plants, the range is 0.70 to 0.90. Reference: Water Use Classifications of Landscape Species IV (WUCOLS IV).

“Pressure compensating (PC) bubbler” means an emission device that allows the output of water to remain constant regardless of input pressure. Typical flow rates for this type of bubbler range between 0.25 gpm to 2.0 gpm.

“Pressure compensating screens/devices” means small screens/devices inserted in place of standard screens/devices that are used in sprinkler heads for radius and high pressure control.

“Qualified professional” means a person who has been certified by their professional organization or a person who has demonstrated knowledge and is locally recognized as qualified among landscape architects due to longtime experience.

“Rain-sensing device” means a system which automatically shuts off the irrigation system when it rains.

“Record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

“Recreational area” means areas of active play or recreation such as golf courses, sports fields, school yards, picnic grounds, or other areas with intense foot or vehicular traffic.

“Recreational turf grass” means high traffic turf grass that serves as a playing surface for sports and recreational activities. Athletic fields, golf courses, parks and school playgrounds are all examples of areas having recreational turf grass.

“Recreational turf grass ET adjustment factor” means a factor of 0.82 that, when applied to reference evapotranspiration, adjusts for the additional stress of high traffic on recreational turf grass and the higher irrigation efficiencies of long-range rotary sprinklers. These are the two major influences upon the amount of water that needs to be applied to a recreational landscape. A mixed cool/warm season turf grass with a seasonal average of 0.7 is the basis of the plant factor portion of this calculation. The irrigation efficiency of long-range sprinklers for purposes of the ET adjustment factor is 0.85. Therefore, the ET adjustment factor is $0.82 = 0.7/0.85$.

“Recycled water/reclaimed water” means treated or recycled wastewater of a quality suitable for nonpotable uses such as landscape irrigation. Recycled water is not for human consumption.

“Reference evapotranspiration or ETo” means a standard measurement of the environmental parameters which affect the water use of plants, using cool season grass as a reference. ETo is expressed in inches per day, month or year and is an estimate of the evapotranspiration of a large field of cool-season grass that is well watered. Reference evapotranspiration is used as a basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated. For purposes of these criteria, CVWD Drawing No. 29523 will be used for ETo zones.

“Rehabilitated landscape” means any re-landscaping project in which the choice of new plant material and/or new irrigation system components is such that the calculation of the site’s estimated water use will be significantly changed. The new estimated water use calculation must not exceed the MAWA calculated for the site using a 0.45 ET adjustment factor.

“Riparian plants” means plants that are high water using and water-loving plants that are found growing naturally along flowing rivers and lake shores. They may also be native to wet swampy areas with high water tables or poor drainage.

“Runoff” means irrigation water which is not absorbed by the soil or landscape to which it is applied and which flows from the planted area.

“Service line” means the pressurized pipeline that delivers water from the water source to the water meter.

“Smart controller” means weather-based or soil moisture-based irrigation controls that monitor and use information about environmental conditions for a specific location and landscape (such as soil moisture, rain, wind, the plants’ evaporation and transpiration rates and, in some cases, plant type and more) to automatically control when to water

and when not to, providing exactly the right amount of water to maintain lush, healthy growing conditions.

“Special landscape area” means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

“Soil moisture-sensing device” means a device that measures the amount of water in the soil.

“Soil texture” means the classification of soil based on the percentage of sand, silt and clay in the soil.

“Sprinkler head” means a device which sprays water through a nozzle.

“Static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Turf” means a surface of earth containing mowed grass with roots.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water feature” means any water applied to the landscape for nonirrigation, decorative purposes. Fountains, streams, ponds and lakes are considered water features. Water features use more water than efficiently irrigated turf grass and are assigned a plant factor of 1.1 for a stationary body of water and 1.2 for a moving body of water.

“Water system” means the network of piping, valves and irrigation heads.

“WUCOLS IV” means Water Use Classifications of Landscape Species IV.

21.70.030 Provisions for new or rehabilitated landscapes.

A. Submittal and Approval of a Landscape Documentation Package.

1. Prior to construction, the project applicant shall:

- a. Submit two copies of the Landscape Documentation Package to the City.
- b. Submit two copies of the Landscape Documentation Package to the District, pursuant to District Ordinance No. 1302.2.

2. Upon review and approval of the Landscape Documentation Package by the District, the project applicant shall:
 - a. Submit a copy of the District-approved Landscape Documentation Package and Water Efficient Landscape Worksheet to the City.
 - b. Provide the property owner or site manager a copy of the District-approved Landscape Documentation Package, in addition to the record drawings and any other information normally forwarded to the property owner or site manager.
3. Upon review and approval of the Landscape Documentation Package by the City, the project applicant shall:
 - a. Record the date of the permit on the Certificate of Completion.
 - b. File the Certificate of Completion with the City and the District, and provide a copy to the property owner or designee.
 - c. Provide the property owner or designee a copy of the City approved Landscape Documentation Package, in addition to the record drawings, and any other information normally forwarded to the property owner or designee.
4. Each Landscape Documentation Package shall include the following elements:
 - a. A completed Landscape Documentation Package Checklist (Appendix A), which includes the date, project applicant, and project address information. This checklist serves to verify that the elements of the Landscape Documentation Package have been completed;
 - b. Total landscaped area (square feet);
 - c. Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed, etc.);
 - d. Water Efficient Landscape Worksheet (Appendix B), which may be imbedded in the plan sheets of the Landscape Documentation Package, and include the following:
 - i. Hydrozone Information Table (reference Appendix C).
 - e. Water Budget Calculations (reference Appendix D) that adhere to the following requirements:

- i. The plant factor used shall be from WUCOLS. The plant factors ranges from 0 to 0.3 for the low use plants, from 0.4 to 0.6 for the moderate use plants, from 0.7 to 1.0 for the high use plants and 1.1 to 1.2 for water features.
 - ii. All water features shall be included in the 1.1 to 1.2 hydrozone and temporary irrigated areas shall be included in the low water use hydrozone. For the calculation of the Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use, a project applicant shall use ETo values from the Reference Evapotranspiration Table, Appendix C. For geographic areas not covered in Appendix C, use data from other cities located nearby in the same reference evapotranspiration zone;
- f. Landscape Design Plan;
 - g. Irrigation Design Plan;
 - h. Grading Design Plan (as required by the City depending upon site conditions);
 - i. Soil Management Report (as required by the City depending upon site conditions); and
 - j. All plans must contain a signature block for both the City and the District.

B. Landscape Design Plan.

A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package. For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project.

- 1. Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the MAWA, and providing the plan is consistent with the requirements of Chapter 21.60 of the Municipal Code. To encourage the efficient use of water the following is highly recommended:
 - a. Protection and preservation of native species and natural vegetation;
 - b. Selection of water-conserving plant and turf species;

- c. Selection of trees based on applicable local tree ordinances or tree shading guidelines; and
- d. Selection of plants from local and regional landscape program plant lists.

2. Specifications for Landscape Design Plan.

The landscape design plan shall be drawn on 36-inch by 24-inch project base sheets at a scale that accurately and clearly identifies the following:

- a. Tract name, tract number or parcel map number on cover sheet;
- b. Proposed planting areas;
- c. Plant material location and size;
- d. Plant botanical and common names;
- e. Plant spacing, where applicable;
- f. Natural features including, but not limited to, rock outcroppings, and existing trees and shrubs that will remain incorporated into the new landscape;
- g. Vicinity map showing site location on top sheet or on cover sheet;
- h. Title block on each sheet with the name and address of the project, and the name and address of the professional design company with its signed professional stamp, if applicable;
- i. Reserve two 6-inch by 3-inch spaces for a) the City signature block and b) a District signature block in lower right corner of the cover sheet and on all of the landscape, irrigation design/detail/specification sheets;
- j. Show plan scale and north arrow on design sheets;
- k. Show graphic scale on all design sheets;
- l. Show all property lines and street names;
- m. Show all paved areas, such as driveways, walkways and streets;

- n. Show all pools, ponds, lakes, fountains, water features, fences and retaining walls;
- o. Show locations of all overhead and underground utilities within project area;
- p. Provide an index map, as necessary, showing the overall project, including all 1/4 and 1/16 section lines and section numbers;
- q. Contain a statement that the landscape design plan complies with any and all District requirements regarding District easements;
- r. Show MAWA for the proposed project. (See formula in Appendix C and Sample MAWA, Appendix D);
- s. Show total landscaped area in square feet. Separate area square footages by hydrozone. Show the total percentage area of each hydrozone. Include total area of all water features as separate hydrozones of still or moving water. Show Estimated Total Water Use, for each major plant group hydrozone and water feature hydrozone expressed in either seasonal (turf grass) or annual (trees, shrubs, groundcovers and water features) billing units;
- t. Show Total Estimated Total Water Use for each major plant group hydrozone and water feature hydrozone expressed in either seasonal (turf grass) or annual (trees, shrubs, groundcovers and water features) billing units;
- u. Show Total Estimated Water Use for the entire project. (Formula in Appendix C and on Sample Calculation Estimated Water Use, Appendix D.) The Total Estimated Use shall not exceed the MAWA;
- v. Designate recreational areas and recreational turf areas; and
- w. When model homes are included, show the MAWA and Estimated Total Water Use (by hydrozone with totals) for each model unit.

3. Landscape Design Criteria.

- a. The landscape design must be carefully planned and take into account the intended function of the project.
- b. Plants' appropriateness shall be selected based upon their adaptability to the climatic, geologic and topographical conditions of the site.

- c. Selection of water-efficient and low-maintenance plant material is suggested.
- d. All planted areas must be a minimum of one inch below adjacent hardscapes to eliminate runoff and overflow.
- e. Long, narrow or irregularly shaped turf areas shall not be designed because of the difficulty in irrigating uniformly without overspray onto hardscaped areas, streets and sidewalks. Areas less than 10 feet in width shall not be designed with turf. Turf will be allowed in these areas only if irrigation design reflects the use of subsurface irrigation or a surface flow/wick irrigation system.
- f. Turf areas irrigated with spray/rotor systems must be set back at least 24 inches from curbs, driveways, sidewalks or any other area that may result in runoff of water onto streets. An undulating landscape buffer area created by the setback shall be designed with rocks, cobble or decomposed granite and/or can be landscaped with drip irrigated shrubs/accents or covered with a suitable ground cover.
- g. Plants having similar water use shall be grouped together in distinct hydrozones.
- h. The use of a soil covering mulch or a mineral groundcover of a minimum three-inch depth to reduce soil surface evaporation is required around trees, shrubs and on nonirrigated areas. The use of boulders and cobble shall be considered to reduce the total vegetation area.
- i. Annual color plantings shall be used only in areas of high visual impact and must be irrigated with drip, microirrigation or other systems with efficiencies of 90 percent or greater, except for during plant introduction period. Otherwise, drip irrigated, perennial plantings should be the primary source of color.
- j. Native desert plants shall be specified to be planted in a shallow, wide, rough hole two times the root ball width. The root ball will be set on either undisturbed native soil or a firmed native soil. The root ball top will be set even with the finished surface grade or above grade if the soil is poorly drained. The hole must be backfilled with native soil. Extra soil may be used to mound up around plants where the soil is poorly drained.

- k. Landscaping must not obstruct or interfere with street signs, lights or road/walkway visibility. Screening may be provided by walls, berms or plantings.
- l. High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians, unless irrigated with drip or microirrigation systems.
- m. Use plant materials that are consistent with climate, geologic and topographical conditions of the site.
- n. Planter islands in parking lots with canopy trees shall be sized to meet City requirements.
- o. A landscape plan in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291 (a) and (b). Avoid fire-prone plant material and highly flammable mulches.
- p. The use of invasive and/or noxious plant species is prohibited.
- q. The architectural guidelines of a common interest development, which includes community apartment projects, condominiums, planned developments and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group (California Civil Code, Section 1353.8).

D. Grading Design Plan (as required by the City depending upon site conditions).

1. For efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other City permits satisfies this requirement.
2. The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
 - a. Height of graded slopes;
 - b. Drainage patterns;
 - c. Pad elevations;
 - d. Finish grade; and

- e. Stormwater retention improvements, if applicable.
3. To prevent excessive erosion and runoff, it is highly recommended, and per City requirements, that project applicants:
 - a. Grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
 - b. Avoid disruption of natural drainage patterns and undisturbed soil; and
 - c. Avoid soil compaction in landscape areas.
4. The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading plan."
5. Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
6. Slopes greater than 25% shall not be irrigated with an irrigation system with a precipitation rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff must be confirmed during an irrigation audit.
7. All grading must retain normal stormwater runoff and provide for an area of containment. All irrigation water must be retained within property lines and not allowed to flow into public streets or public rights-of-way. Where appropriate, a simulated dry creek bed may be used to convey storm drainage into retention areas. A drywell shall be installed if the retention basin is to be used as a recreational area.
8. Mounded or sloped planting areas that contribute to runoff onto hardscape are prohibited. Sloped planting areas above a hardscaped area shall be avoided unless there is a drainage swale at toe of slope to direct runoff away from hardscape.
9. Median islands must be graded to prevent stormwater and excess irrigation runoff.

E. Irrigation Design Plan.

For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufactures recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following criteria shall be submitted as part of the Landscape Documentation Package.

Separate landscape water meters shall be installed for all projects except single family homes with a landscape area less than 5,000 square feet. Landscape meters for single family homes with a landscape area over 5,000 square feet may be served by a permanent service connection provided by the District or be a privately owned submeter installed at the irrigation point of connection on the customer service line. When irrigation water is from a well, the well shall be metered. The irrigation design plan shall be drawn on project base sheets. It should be separate from, but use the same format as, the landscape design plan. The irrigation system specifications shall accurately and clearly identify the following:

1. Specifications for Irrigation Design.
 - a. Control valves, manufacturer's model number, size and location.
 - b. Irrigation head manufacturer's model number, radius, operating pressure, gallons per minute/gallons per hour (gpm/gph) and location.
 - c. Piping type, size and location.
 - d. Point of connection or source of water and static water pressure.
 - e. Meter location and size (where applicable).
 - f. Pump station location and pumping capacity (where applicable).
 - g. Power supply/electrical access and location.
 - h. Plan scale and north arrow on all sheets.
 - i. Graphic scaling on all irrigation design sheets.
 - j. Irrigation installation details and notes/specifications.
 - k. The irrigation system shall be automatic, constructed to discourage vandalism and simple to maintain.

- l. All equipment shall be of proven design with local service available.
 - m. Show location, station number, size, and design gpm of each valve on plan. Control valves shall be rated at 200 psi.
 - n. Visible sprinklers near hardscape shall be of pop-up design.
 - o. All heads should have a minimum number of wearing pieces with an extended life cycle.
 - p. Sprinklers, drippers, valves, etc., must be operated within manufacturer's specifications.
 - q. Manual shut-off valves shall be fully ported ball valves or butterfly valves. Manual shut-off valves are required upstream of automatic valve manifolds.
 - r. Master valves shall be metal, located as close to the point of connection as possible, and be metal piped between the master valve and the water meter.
 - s. High flow sensors that detect and report high flow conditions created by system damage or malfunction shall be specified for all projects where a dedicated landscape irrigation meter is required.
 - t. The following statement "I have complied with the criteria of the ordinance and have applied them accordingly for the efficient use of water in the irrigation design plan."
 - u. The signature of a licensed landscape architect, certified irrigation designer, irrigation consultant, landscape contractor or any other person authorized to design an irrigation system.
2. Specifications for Irrigation Efficiency.

The minimum irrigation efficiency shall be 0.75 (75%). Greater irrigation efficiencies are expected from well-designed and maintained systems. The following are required:

- a. Design spray head and rotor head stations with consideration for worst wind conditions. Close spacing and low-angle nozzles are required in high and frequent wind areas (ETo Zone No. 5);

- b. Spacing of sprinkler heads shall not exceed manufacturer's maximum recommendations for proper coverage. The plan design shall show a minimum of 0.75 (75%) distribution uniformity;
- c. Only irrigation heads with matched precipitation rates shall be circuited on the same valve;
- d. Valve circuiting shall be designed to be consistent with hydrozones;
- e. Individual hydrozones that mix plants that are moderate and low water use may be allowed if:
 - (i) plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
 - (ii) the plant factor of the higher water using plant is used for the calculations;
- f. Individual hydrozones that mix high and low water use plants shall not be permitted; and
- g. On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the hydrozone information table. This table can assist with pre-inspection and final inspection of the irrigation system, and programming the controller.

3. Irrigation System Criteria.

- a. Reduced pressure backflow prevention devices shall be installed behind meter at curb by the District.
- b. Show location, station number, size and design gpm of each valve on plan.
- c. Smart Controllers shall be specified for all projects. This includes climate based or sensor based controllers, which can automatically adjust for local weather and/or site conditions.
- d. High flow check valves shall be installed in or under all heads adjacent to street curbing, parking lots and where damage could occur to property due to flooding, unless controllers with flow sensor

capabilities are specified that can automatically shut off individual control valves when excess flow is detected.

- e. Pressure compensating screens/devices shall be specified on all spray heads to reduce radius as needed to prevent overthrow onto hardscape and/or to control high pressure misting.
- f. All irrigation systems shall be designed to avoid runoff onto hardscape from low head drainage, overspray and other similar conditions where water flows onto adjacent property, nonirrigated areas, walks, roadways or structures.
- g. Rotor type heads shall be set back a minimum of 2 feet from hardscape.
- h. The use of drip, microirrigation or pressure compensating bubblers or other systems with efficiencies of 90 percent or greater is required for all shrubs and trees. Small, narrow (less than 8 feet), irregularly shaped or sloping areas shall be irrigated with drip, microspray or PC (pressure-compensating) bubbler heads.
- i. Trees in turf areas shall be on a separate station to provide proper deep watering.
- j. Street median irrigation.
 - i. No overhead sprinkler irrigation system shall be installed in median strips or in islands, except overhead sprinkler irrigation systems that are intended for use only during annual plant introduction periods.
 - ii. Median islands or strips shall be designed with either a drip emitter to each plant or subsurface irrigation. Bubblers used for trees must be fixed-flow pressure compensating type. Adjustable bubblers are prohibited.
- k. Meter sizing for landscape purposes shall be 33 gpm per planted acre. Maximum design meter flow rates are: 3/4" = 23 gpm, 1" = 37 gpm, 1-1/2" = 80 gpm, 2" = 120 gpm.
- l. Large projects, as determined by the District, may have specific recycled water requirements pursuant to District Ordinance No. 1302.2 Section 0.00.030E(3)(l).

4. Drip Irrigation System Criteria.

- a. The drip system must be sized for mature-size plants.
- b. The irrigation system should complete all irrigation cycles during peak use in about 12 hours. Normally, each irrigation controller should not have more than four drip stations that operate simultaneously.
- c. Field installed below ground pipe connections shall be threaded PVC or glued PVC. Polyethylene tubing is allowed only in subsurface installations. Drip emitter installation shall be directly into polyethylene tubing on a ¼ inch thick-walled riser. Multi-port outlet devices and multi-port distribution is prohibited.
- d. Proportion gallons per day per plant according to plant size. The following sizing chart is for peak water use. The low to high end of the range is according to the relative water requirements of the plants. The low end is for desert natives and the high end is for medium water use type plants.

Size of Plant	Gallons Per Day
Large trees (over 30-foot diameter)	58+ to 97+
Medium trees (about 18-foot diameter)	21 to 35
Small trees/large shrubs (9-foot diameter)	6 to 10
Medium shrubs (3.5-foot diameter)	.8 to 1.3
Small shrubs/groundcover	.5 or less

- e. Plants with widely differing water requirements shall be valved separately. As an example, separate trees from small shrubs and cactus from other shrubs. Multiple emitter point sources of water for large shrubs and trees must provide continuous bands of moisture from the root ball out to the mature drip line plus 20 percent of the plant diameter. See Appendix C for more information on emitter spacing and wetted area.
- f. Most plants require 50 percent or more of the soil volume within the drip line to be wetted by the irrigation system. See Appendix C for more information. For additional information on plant watering and plant relative water needs, see the plant list section of the "Lush and

Efficient, Landscape Gardening in the Coachella Valley" or a list provided by the City. See also the City requirements in Chapter 21.60.

5. Recycled Water Specifications.
 - a. When a site has recycled water available or is in an area that will have recycled water available as irrigation water, the irrigation system shall be installed using the industry standard purple colored or marked "Recycled Water Do Not Drink" on pipes, valves and sprinkler heads.
 - b. The backup groundwater supply (well water or domestic water) shall be metered. Backup supply water is only for emergencies when recycled water is not available.
 - c. Recycled water users must comply with all county, state and federal health regulations. Cross connection control shall require a 6-inch air gap system or a reduced pressure backflow device. All retrofitted systems shall be dye tested before being put into service.
 - d. Where available, recycled water shall be used as a source for decorative water features.
 - e. Sites using recycled water are not exempted from the MAWA, prescribed water audits or the provisions of these criteria.
 - f. A Recycled Water Checklist (Appendix F) shall be submitted to the District upon submittal of the first plan check of the landscape design plan and the irrigation design plan.
6. Irrigation Water (Nonpotable) Specifications.
 - a. When a site is using nonpotable irrigation water that is not recycled water (from an on-site well or canal water) all hose bibs shall be loose key type and quick coupler valves shall be of locking type with nonpotable markings to prevent possible accidental drinking of this water.
 - b. Sites using nonpotable irrigation water are not exempted from the MAWA, prescribed water audits or the provisions of these criteria.

7. Groundwater Water Specifications.

Sites using groundwater irrigation water from wells are not exempted from the MAWA, prescribed water audits, or the provisions of these criteria.

8. Golf Course Criteria.

- a. All new golf courses and additions or renovations to existing golf courses must comply with the requirements in District Ordinance No. 1302.2.
- b. All non-turf areas such as ponds, lakes, artificial water courses, bunkers and irrigated landscapes within the golf course project area must not exceed the MAWA calculations set forth within these criteria.

21.70.040 Other Provisions.

A. Landscape Audit, Irrigation Survey, and Irrigation Water Use Analysis for New Construction and Rehabilitated Landscapes:

1. This subsection shall apply to new construction and rehabilitated landscape projects installed after January 1, 2010 as described in Section 21.70.030.
2. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.
3. The project applicant shall submit an irrigation audit report with the Certificate of Completion to the City that may include, but not be limited to, inspection, system tune-up, system test with distribution uniformity, reporting overspray or run-off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;
4. The District will administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits and irrigation surveys for compliance with the MAWA.
5. The owner of the landscaped area shall bear the cost of any audit.

B. Water Waste Prevention. Water waste resulting from inefficient landscape irrigation including run-off, low-head drainage, overspray, or other similar conditions where water flows onto adjacent property, nonirrigated areas, walks, roadways, or

structures is prohibited. All broken heads and pipes must be repaired within 72 hours of notification.

C. Soil Management Report (as required by the City depending upon site conditions).

1. In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant or designee as follows:
 - a. Submit soil samples to a laboratory for analysis and recommendation.
 - b. Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
 - c. The soil analysis may include:
 - i. Determination of soil texture, indicating the available water holding capacity.
 - ii. An approximate soil infiltration rate (either) measured or derived from soil texture/infiltration rate tables. A range of infiltration rates shall be noted where appropriate.
 - iii. Measure of pH, total soluble salts and percent organic matter.
 - d. The project applicant or designee shall comply with one of the following:
 - i. If significant mass grading is not planned, the soil analysis report shall be submitted to the City as part of the Landscape Documentation Package; or
 - ii. If significant mass grading is planned, the soil analysis report shall be submitted to the City as part of the Certificate of Completion.
 - e. The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and the irrigation plans to make any necessary adjustments to the design plans.

- f. The project applicant or designee shall submit documentation verifying implementation of soil analysis report recommendations to the City with the Certificate of Completion.

D. Developer-Provided Documentation.

1. The developer/applicant/designee shall provide an approved copy of the Landscape Documentation Package and the following information for the homeowner or irrigation system operator. The package/information shall include a set of drawings, a recommended monthly irrigation schedule, and a recommended irrigation system maintenance schedule as described in Section 21.70.040F.
2. Irrigation Schedules. For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water to maintain plant health. Irrigation schedules shall meet the following criteria:
 - a. An annual irrigation program with monthly irrigation schedules shall be required for the plant establishment period, for the established landscape, and for any temporarily irrigated areas. The irrigation schedule shall:
 - i. Include run time (in minutes per cycle), suggested number of cycles per day, and frequency of irrigation for each station;
 - ii. Provide the amount of applied water (in hundred cubic feet) recommended on a monthly and annual basis;
 - iii. Whenever possible, incorporate the use of evapotranspiration data, such as those from the California Irrigation Management Information System (CIMIS) weather stations, to apply the appropriate levels of water for different climates; and
 - iv. Whenever possible, be scheduled between 8:00 p.m. and 10:00 a.m. to avoid irrigating during times of high wind or high temperature. Run times and other water efficient requirements may be imposed by the District from time to time.

E. Maintenance Schedules.

A regular maintenance schedule satisfying the following conditions shall be submitted as part of the Landscape Documentation Package:

1. Landscapes shall be maintained to ensure water efficiency. A regular maintenance schedule shall include but not be limited to checking, adjusting, cleaning and repairing equipment; resetting the automatic controller, aerating and dethatching turf areas; replenishing mulch; fertilizing; pruning; and weeding in all landscaped areas.
2. Repair of irrigation equipment shall be done with the originally specified materials or their approved equal.
3. A project applicant is encouraged to implement sustainable or environmentally-friendly practices for the overall landscape maintenance.

F. Certificate of Completion.

1. The Certificate of Completion (Appendix E) shall include the following:
 - a. Submittal and Approval Dates of the Landscape Documentation Package and Submittal Date of the Water Efficient Landscape Worksheet;
 - b. Project Name;
 - c. Project Address and Location;
 - d. Applicant Name, Telephone and Mailing Address; and
 - e. Property Owners Name, Telephone, and Mailing Address.
2. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package.
3. Irrigation scheduling parameters used to set the controller. A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.
4. Landscape and irrigation maintenance schedule.
5. Irrigation audit report.

6. Soil management report and documentation verifying implementation of soil report recommendations (as required by the City depending upon site conditions).
7. The project applicant shall:
 - a. Submit the signed Certificate of Completion to both the City and the District for review and approval.
 - b. Ensure that copies of the Certificate of Completion with all approvals are submitted to the City, the District, and property owner or his or her designee.
8. The District and the City shall:
 - a. Receive the signed Certificate of Completion from the project applicant.
 - b. Approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the City will provide information to the project applicant regarding reapplication, appeal or other assistance.

G. Stormwater Management.

1. Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site retention and infiltration are encouraged.
2. Project applicants shall refer to the District, the City, and/or Regional Water Quality Control Board for information on any applicable stormwater ordinances and stormwater management plans.
3. Rain gardens and other landscape features that increase rain water capture and infiltration are recommended.

21.70.050 Appeals.

Any decision made by the City Manager, Community Development Director or the ALC regarding the implementation of this Chapter may be appealed in accordance with Section 21.60.050.

21.70.060 Enforcement.

- A. Administrative Fines. In addition to any other remedies provided in the Code, persons who violate this Chapter are subject to the imposition of administrative fines pursuant to Section 8.08.060 of the Code.
- B. Civil Actions. In addition to any other remedies provided in the Code, any violation of this Chapter may be enforced by civil action brought by the City. In any such action, the City may seek, and the court may grant, as appropriate, any or all of the following remedies:
 - 1. A temporary and/or permanent injunction;
 - 2. Assessment of the violator for the costs of any investigation which led to the establishment of the violation and for the reasonable costs of preparing and bringing legal action under this chapter;
 - 3. Any other cost incurred in enforcing the provisions of this chapter; and
 - 4. Any other action the City deems appropriate to protect the general welfare and the region's water supplies, and to reduce water consumption in accordance with this chapter and the declared policies and laws of the State.

21.70.070 Delegation of Authority.

The City may delegate to, or enter into a contract with, a local agency or other person to implement and administer any of the provisions of this Chapter on behalf of the City.

21.70.080 Conflicting provisions.

If provisions of this Chapter are in conflict with each other, other provisions of the Code, the city's general plan, any city adopted specific plan or master plan, any resolution or ordinance of the city, or any State law or regulation, the more restrictive provisions shall apply."

SECTION 3. Exemption from California Environmental Quality Act. The City Council **FINDS** that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 *et seq.*), pursuant CEQA Section 15307 of the CEQA Guidelines (14 Cal. Code Regs., § 15307) – Actions by Regulatory Agencies for Protection of Natural Resources, as the Municipal Code Amendment is to modify the City's Water Efficient Landscape Regulations procedures and will not result in cumulative adverse environmental impacts.

SECTION 4. Severability. If any provision, section, subsection, sentence, clause or phrase or sections of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the invalidity of the remaining portions of sections of this Ordinance shall not be affected, it being the intent of the City Council in adopting this Ordinance that no portions, provisions, or regulations contained herein shall become inoperative, or fail by reason of the unconstitutionality of any other provision hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5. Effective Date. This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

SECTION 6. Publication. The City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in a newspaper of general circulation, printed and published in Indian Wells, California. A certified copy of the full text of this Ordinance along with the names of council members who voted for and against it shall be posted in the office of the city clerk within fifteen (15) days after adoption. In the case of a summary, at least five (5) days before the meeting in which this Ordinance is adopted, the summary must be published in a newspaper of general circulation, printed and published in Indian Wells and a certified copy of the full text of this Ordinance must be posted in the office of the city clerk.

PASSED APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at an adjourned regular meeting held on the 27th day of January, 2016.

**DANA W. REED
MAYOR**

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

CERTIFICATION FOR ORDINANCE NO. ____

I, Anna Grandys, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Ordinance No. ____, having been regularly introduced at the meeting of January 7, 2016 was again introduced, the reading in full thereafter unanimously waived, and duly passed and adopted at an adjourned regular meeting of the City Council held on January 27, 2016 and said Ordinance was passed and adopted by the following stated vote, to wit:

AYES:
NOES:

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

ATTEST:

APPROVED AS TO FORM:

**ANNA GRANDYS
CITY CLERK**

**STEPHEN P. DEITSCH
CITY ATTORNEY**

APPENDIX A

LANDSCAPE DOCUMENTATION PACKAGE CHECKLIST

Project Site: _____ Tract or Parcel Number: _____

Project Assessor's Parcel Number (APN): _____

Project Location: _____

Landscape Architect/Irrigation Designer/Contractor and Name and Contact Information:

Included in this Landscape Documentation Package are: (Check to indicate completion)

- ___ 1. Water Efficient Landscape Worksheet (Appendix B)
WATER BUDGET CALCULATIONS (Appendix D)

- ___ 2. Maximum Applied Water Allowance (MAWA):
Conventional Landscape: _____ 100 cubic feet/year
+ Recreational Turf grass Landscape: _____ 100 cubic feet/year (if applicable)
Maximum Applied Water Allowance: _____ 100 cubic feet/year

- ___ 3. Estimated Total Water Use by Hydrozone:
Turf grass Hydrozones: _____ 100 cubic feet/year
Recreational Turf grass Hydrozones: _____ 100 cubic feet/year
Low Plant Hydrozones: _____ 100 cubic feet/year
Medium Plant Hydrozones: _____ 100 cubic feet/year
High Plant Hydrozones: _____ 100 cubic feet/year
Water Features: _____ 100 cubic feet/year
Other _____: _____ 100 cubic feet/year
Estimated Total Water Use: _____ 100 cubic feet/year

- ___ 4. ETWU < MAWA
PLAN SETS

- ___ 5. Landscape Design Plan

- ___ 6. Irrigation Design Plan

- ___ 7. Grading Design Plan

- ___ 8. Soil Management Report

I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package.

Date: _____ Applicant: _____

APPENDIX B

SAMPLE WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and is a required element of the Landscape Documentation Package.

PROJECT INFORMATION

Project Name		
Name of Project Applicant	Telephone No.	
	Fax No.	
Title	Email Address	
Company	Street Address	
City	State	Zip Code

SECTION A. HYDROZONE INFORMATION TABLE

Please complete the hydrozone table(s) for each irrigation point of connection. Use as many tables as necessary to provide the square footage of landscape area per valve.

Irrigation Point of Connection (P.O.C.) No. _____					
Controller No.	Valve Circuit No.	Plant Types(s)*	Irrigation Method**	Area (Sq. Ft.)	% of Landscape
Total					100%

***Plant Type**

- Cst = Cool Season Turf
- WST = Warm Season Turf
- HW = High Water Use Plants
- MW = Moderate Water Use Plants
- LW = Low Water Use Plants

****Irrigation Method**

- MS = Microspray
- S = Spray
- R = Rotor
- B = Bubbler
- D = Drip
- O = Other

	Jan>	<Feb	Mar	Apr>	<May	Jun	Jul	Aug	Sep>	<Oct	Nov	Dec	Totals	Totals
<u>Monthly ETo (inches)</u>												Inches	Feet
Zone No. 1-Coves	1.71	2.84	4.00	5.70	6.84	7.98	7.98	6.27	5.70	4.00	2.28	1.71	57.01	4.75
Zone No. 2-COD	2.00	3.36	4.68	6.68	8.02	9.35	9.35	7.35	6.68	4.68	2.67	2.00	66.82	5.57
Zone No. 3-EMC	2.25	3.75	5.25	7.50	9.00	10.50	10.50	8.25	7.50	5.25	3.00	2.25	75.00	6.25
Zone No. 4-TH	2.64	4.40	6.16	8.80	10.56	12.32	12.32	9.68	8.80	6.16	3.52	2.64	88.00	7.33
Zone No. 5-I10	2.82	4.68	6.57	9.39	11.27	13.15	13.15	10.33	9.39	6.57	3.76	2.82	93.90	7.83
% Annual ETo per Month	3	5	7	10	12	14	14	11	10	7	4	3		
Zone No. 1	Most protected cove areas with minimum wind, longest mountain shadows, higher rainfall, Palm Can. to La Q. Cove													
Zone No. 2	Lower cove areas, light winds, long afternoon shadows from mountains, typ. Hwy 111 from Cathedral City to La Quinta													
Zone No. 3, 4	Moderate winds, minimum mountain shadows, some blowing sand and dust; 3) Upper valley predominate wind from northwest, 4) Lower valley has lower elevation and more summer southeast wind													
Zone No.5	Frequent strong northwest winds, heavy blowing sand and dust, typical of I-10 corridor to Washington Street													

$$\text{Maximum Applied Water Allowance (CCF)} = \frac{\text{ETo (in inches for season)} \times .45 \times \text{Area (in square feet)} \times .62}{748}$$
 ET Adjustment Factor = .45
 .62 = gallons per square foot per inch deep
 CCF = 100 cubic feet = 1 billing unit = 748 gallons

$$\text{Estimated Total Water Use (CCF)} = \frac{\text{ETo (in inches for season)} \times \text{Plant Factor} \times \text{Area (in square feet)} \times 0.62}{\text{Irrigation System Efficiency}}$$

Target Irrigation Efficiency = .80 Turf Rotor
 = .75 Sprayheads
 = .90 Drip/Micro/PC Bubbler

Emitters per Plant = $\frac{\text{Area Of Plant In Square Feet} \times \% \text{ Of Area To Be Wet}}{\text{Square Feet Wet Per Emitter}}$

Soil Type	(inches water holding capacity per inch of depth)	
Very Coarse Sand	0.05	Typical of high on an alluvial fan
Blow Sand	0.07	Typical of mid valley ridge area
Fine Sand	0.10	Typical of low on alluvial fans from Rancho Mirage to Indian Wells
Very Fine Silty Sand	0.15	Typical of lowest alluvial fans from La Quinta, Indio, & Coachella
Silt Loam	0.17	Typical of lower valley agricultural areas located below sea level

Emitter Area	Wetted Square Feet Each	Emitter Spacing
	.75 to 1.75	10"
	1.75 to 3	18"
	3 to 5	3'
	5 to 10	4'
	10 to 28	4.5'

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
<u>Plant Factor (Kc)</u>												
Cool Turf 100%**	1.00	1.00	1.00	NR	NR	NR	NR	NR	NR	1.00	1.00	1.00	1.00
Warm Turf 100%**	NR	NR	NR	0.80	0.80	0.80	0.80	0.80	0.80	NR	NR	NR	0.80
Cool Turf 80%*	0.80	0.80	0.80	0.70	NR	NR	NR	NR	NR	0.80	0.80	0.80	0.79
Warm Turf 60%*	NR	NR	NR	0.60	0.60	0.60	0.60	0.60	0.60	0.60	NR	NR	0.60
Combined TurfSav*	0.80	0.80	0.80	0.70	0.60	0.60	0.60	0.60	0.60	0.70	0.80	0.80	0.70
Tree/Shrub/GC L*	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Tree/Shrub/GC L**	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Tree/Shrub/GC M*	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Tree/Shrub/GC M**	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70
Tree/Shrub/GC H*	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Tree/Shrub/GC H**	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Open WaterFactor	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10

(Approx. Evaporation from a still water surface, higher factor (1.2) with falls and fountains.) Reference; WUCOLS IV

- CombinedTurfSav = Combination of cool and warm season turf according to normal management in the Coachella Valley
- * = Normal irrigation level to maintain established planting
- ** = Normal irrigation level during plant establishment
- GC = Groundcover
- L = Low water use Kc .1 to .3
- M = Moderate water use Kc .4 to .6
- H = High water use Kc .7 to .9
- NR = Not Recommended

APPENDIX D

SAMPLE CALCULATION/ESTIMATED TOTAL WATER USE (by Hydrozone)

Using the following formula from Appendix C:

ETWU	=	(ETo) x (PF) x (LA) x (.62)] / (748) / (IE)
ETWU	=	Estimated Water Use (hundred cubic feet)
ETo	=	Reference Evapotranspiration (inches) [for period of estimate]
PF	=	Plant Factor (Kc)
LA	=	Landscaped Area (in square feet)
.62	=	Conversion Factor (to gallons per square foot)
748	=	Conversion Factor (to hundred cubic feet)
IE	=	Irrigation System Efficiency

Project Site Example: Total landscaped area 60,000 square feet in Palm Desert near the intersection of Cook Street and Country Club Drive in Zone No. 3 (75.0" Annual ETo).

- 12,000 square feet of turf grass overseeded with rye grass in winter, irrigated with low angle rotor sprinklers.
- 32,700 square feet of "low" desert native plantings on drip irrigation.
- 15,300 square feet of "moderate" water using plantings on drip irrigation.

See Appendix C for formula factors. ETo is totaled for season. Turf grass plant factors are the average for the season and tree/shrub/groundcover plant factors are considered constant annually.

Plant Factors

Turf <u>Grass</u>	Low Native <u>Plants</u>	Moderate <u>Shrubs</u>
0.70	0.20	0.50

$$ETWU = [(ETo) \times (PF) \times (LA) \times (.62) / (748)] / (IE) = CCF$$

$$\text{Overseeded Turf Grass: Season} = 75.0 \times .7 \times 12,000 \times .62 / 748 / .80 = 653 \text{ CCF}$$

$$\text{Seasonal Turf ETWU} = 653 \text{ CCF}$$

$$\text{"Low" Native Plants: Annual} = 75.0 \times .2 \times 32,700 \times .62 / 748 / .90 = 451 \text{ CCF}$$

$$\text{"Low" Native ETWU} = 451 \text{ CCF}$$

$$\text{"Moderate" Shrubs and Ground Cover: Annual} = 75.0 \times .5 \times 15,300 \times .62 / 748 / .90 = 528 \text{ CCF}$$

$$\text{"Moderate" ETWU} = 528 \text{ CCF}$$

$$\text{Project Total ETWU} = 1,632 \text{ CCF}$$

APPENDIX D

SAMPLE CALCULATION

Maximum Applied Water Allowance (MAWA)

Using the following formula:

$$\text{MAWA} = [(\text{ETo}) \times (0.45) \times (\text{LA}) \times (0.62)] / (748)$$

MAWA = Maximum Applied Water Allowance (CCF or hundred cubic feet)
ETo = Reference Evapotranspiration (inches per year)
0.45 = ET adjustment factor
LA = Landscaped Area (square feet)
0.62 = Conversion Factor (to gallons per square foot)
748 = Conversion Factor (to hundred cubic feet)

Using the project for the Estimated Total Water Use example:

Landscaped area of 60,000 square feet in District Zone No. 3 (75.0" Annual ETo).

$$\begin{aligned}\text{MAWA} &= 75.0 (\text{ETo}) \times (0.45) \times (\text{LA}) \times (0.62) / (748) \\ &= [75.0(.45) (60,000) (0.62)] / (748) \\ \text{MAWA} &= 1,678 \text{ CCF}\end{aligned}$$

ETWU total of 1,632 CCF is < the MAWA of 1,678 CCF

APPENDIX E

SAMPLE CERTIFICATE OF COMPLETION

Project Name: _____
Parcel Map or Tract No.: _____ APN: _____
Project Location: _____
Maximum Applied Water Allowance (MAWA): _____ (in hundred cubic feet)
Estimated Annual Total Applied Water Use: _____ (in hundred cubic feet)

Preliminary project documentation submitted (initials indicate submittal)

- _____ 1. Grading design plan
- _____ 2. Landscape design plan
- _____ 3. Irrigation design plan
- _____ 4. Irrigation schedules

Post Installation inspection (initials indicate completion)

- _____ 1. Plants installed as specified
- _____ 2. Irrigation System installed as designed

Comments: _____

A copy of this certification has been provided to the owner/developer, the City and to the District. I certify the work has been completed in accordance with Chapter 21.70 of the City's Municipal Code and District Ordinance 1302.2, Landscape and Irrigation System Design Criteria.

Landscape Architect/Designee Signature License No. Date

- 1. Date the Landscape Documentation Package was submitted to the City: _____
- 2. Date the Landscape Documentation Package was approved by the City: _____
- 3. Date a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the District: _____

APPENDIX F

Recycled Water Checklist

1. Obtain coverage under the general waste discharge requirements for discharge of recycled water for golf course and landscape irrigation Order No. 97-700 or equivalent version of this permit from the California Regional Water Quality Control Board of the Colorado River Basin Region (Regional Board) by submitting a Notice of Intent to the Regional Board and paying application/annual fees.
2. Enter into an agreement with CVWD for receiving nonpotable water for golf course and landscape irrigation. The agreement between discharger and CVWD must be provided to the Regional Board within 90 days of receiving coverage under the permit referenced above in item #1.
3. Landscape and Irrigation system plans must meet regulatory requirements of Order 97-700 or equivalent version of this permit, the State Board's Recycled Water Policy, and California Department of Public Health (CDPH) Statutes and Regulations related to recycled water, such as the Health and Safety Code, the Water Code, Title 17 and Title 22 Code of Regulations. These requirements include but are not limited to the following:
 - a. An air-gap separation, a vertically measured distance between supply pipe and receiving vessel must be present and meet the required distance for the size of the supply pipe.
 - b. The appropriate type of backflow protection is to be installed for auxiliary water supplies and recycled water.
 - c. The required separation distance between recycled water lines and impoundments and application area; and domestic wells and water lines is maintained and approved by CDPH.
 - d. The design of the irrigation system shall not cause the occurrence of ponding anywhere in the reuse area, and overspray or mist around dwellings, outdoor eating areas and/or food handling facilities is eliminated. Irrigation runoff shall be confined to the recycled water use area unless authorized by CDPH.
 - e. Drinking fountains will be protected from spray, mist or runoff by use of a drinking fountain cover or shelter approved for this purpose.
 - f. Hose bibs are not allowed on portions of the recycled water systems accessible to the general public. Quick couplers that differ from those used on the potable water system are allowed.
 - g. Signs are posted in areas that the public has access to that are no less than 4 inches high by 8 inches wide and include "RECYCLED WATER— DO NOT DRINK" and the international do not drink symbol as indicated



1/7/2016

File #: 1328-15 Item #: A.

Indian Wells City Council Staff Report - City Manager

CV Link Virtual Town Hall Survey

RECOMMENDED ACTION:

Council **DISCUSS** and provides **DIRECTION** on the wording options for a Virtual Town Hall survey regarding the CV Link

DISCUSSION:

The City Council agreed to create a Virtual Town Hall discussion webpage regarding CV Link and directed staff to suggest language for the initial survey. Staff discussed the language internally and developed two approaches for the Council to discuss and provide direction.

A Virtual Town Hall posting consists of two sections: 1) a description of the issue and 2) questions pertaining to the issue. Staff developed a brief general statement explaining CV Link (Alternate A) and a longer explanation, which cites the Coachella Valley Association of Governments' (CVAG) website (Alternate B). Council may want to select one of the approaches, combine them, or pursue another approach.

Explanation Section

Alternate A

The Coachella Valley Association of Governments (CVAG) describes CV Link as a 50-mile bicycle, pedestrian, and low-speed (up to 25 mph) electric vehicle pathway along the Whitewater River from Palm Springs to Coachella. CV Link plans on provide a continuous and alternative transportation and recreation route connecting the Coachella Valley cities.

Alternate B

The Indian Wells City Council is interested in your thoughts about the proposed CV Link project.

The Coachella Valley Association of Governments (CVAG) on the CV Link website www.coachellavalleylink.com describes the project:

The CV Link as a 50-mile bicycle, pedestrian, and low-speed (up to 25 mph) electric vehicle pathway along the Whitewater River from Palm Springs to Coachella. Expanding on existing portions of paved trail, CV Link will provide a continuous transportation and recreation route connecting the Coachella Valley cities. Future route segments include connections to Desert Hot Springs, Mecca and the Salton Sea.

The Indian Wells City Council has discussed CV Link at several Council meetings that can be viewed on the City's website by clicking the "City Council Meetings View Online" button, meetings dates are below.

- May 21, 2015, Item 7B - Coachella Valley Link (CV Link) Operations and Maintenance
- September 17, 2015, Item 4A - CV Link Operations and Maintenance

Part 1 and Part 2

- November 19, 2015, Item 6B - Public Input Process on CV Link Project

Question Section

For the question section Staff developed two approaches; 1) asks broad questions (Alternate C) and 2) asks specific questions (Alternate D). Again, Council may want to select one of the approaches, combine them into one, or pursue another approach.

Alternate C

Are you aware of the CVAG proposed CV Link project?
Would you support a CV Link route through the Indian Wells Golf Resort?

Would you support a CV Link route along Highway 111 in Indian Wells?

Would you support a project like CV Link?

Would you support CV Link if it was only a bike path?

Alternate D

Are you aware of the CVAG proposed CV Link project? YES/NO

Please rank in order of priority:

In your opinion, how would YOU and YOUR FAMILY use CV Link for:

- 1) Recreation
- 2) Exercise
- 3) Commute to work
- 4) Alternative form of transportation
- 5) Would not use

In your opinion, how would COACHELLA VALLEY RESIDENTS use CV Link for:

- 1) Recreation
- 2) Exercise
- 3) Commute to work
- 4) Alternative form of transportation
- 5) Would not use

In your opinion, how would TOURISTS or VISITORS use CV Link for:

- 1) Recreation
- 2) Exercise
- 3) Alternative form of transportation
- 4) Would not use

Please rank in order of importance how you feel CV Link would impact the Coachella Valley:

- 1) Relieve congestion on Hwy 111
- 2) Create an exciting amenity for tourists
- 3) Provide Safe Avenue for Active/Healthy Lifestyle
- 4) Stimulate the economy
- 5) No impact

Today, Staff is seeking direction from the Council regarding the Virtual Town Hall language. Staff will then create a final draft to present to the City Council at the February 18, 2016 meeting. The approved language will be posted on the Virtual Town Hall site within days of approval. The site will

File #: 1328-15 **Item #:** A.

be up for thirty (30) days. Staff will tabulate the results and have an informational report for the City Council at the April 21, 2006 Council meeting.



1/7/2016

File #: 1319-15 Item #: B.

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

City's 2016 Legislative Priorities

RECOMMENDED ACTION:

Council **APPROVES** the City's 2016 Legislative Priorities.

DISCUSSION:

The 2016 Legislative Priorities for the City of Indian Wells sets forth the City's legislative positions and provides a framework for participation in the legislative process on a statewide level. As one of the premiere Cities in California it is importance to be involved on the Sacramento political field, to have an influence on the laws passed that effect cities or improve our State.

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

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

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

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

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File #: 1319-15 **Item #:** B.

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

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

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

ATTACHMENT:

1. 2016 Legislative Priorities

2016 Legislative Priorities

LEGISLATIVE PRIORITIES PURPOSE STATEMENT

The 2016 Legislative Priorities provides a framework for the City of Indian Wells' Legislative activities. The City's Legislative Priorities serves as a reference guide for legislative positions and objectives that provide direction for the City Council and Staff as they conduct their business throughout the year. The Legislative Priorities sets forth the City's position on a variety of topics to be used as the foundation of a focused advocacy strategy.

LEGISLATIVE PROGRAM

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

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

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

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

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

PROGRAM GOALS AND STRATEGIES/ACTIONS

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

Program Goals:

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

Strategies/Actions:

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

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

IV. Share information with the City Council, City Staff, and the community on legislative issues.

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

League of California Cities

The League of California Cities board of directors adopted the following strategic goals for 2016:

1. **Increase Funding for Critical Transportation and Water infrastructure.** Provide additional state and federal financial assistance and new local financing tools to help meet the critical transportation (streets, bridges, active transportation and transit) and water (supply, sewer, storm water, flood control, etc.) infrastructure maintenance and construction needs throughout California's cities.
2. **Improve Housing Affordability.** Increase state and federal financial support, reduce regulatory barriers, and provide additional incentives and local financial tools to address chronic homelessness and improve housing affordability and availability in cities throughout the state.
3. **Update the Local Government Tax Structure to Respond to the New Economy and Stimulate Economic Growth.** Consistent with existing constitutional protections for property, sales and local taxes, develop and enact reforms to the local government tax structure to respond to the growth in e-commerce, the shift from the consumption of goods to the consumption of services, changing patterns of commerce and innovations in technology

2016 LEGISLATIVE PRIORITIES

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

STATE

ADMINISTRATIVE AND EMPLOYMENT RELATED

Support:

- Efforts to enact workers' compensation reforms that lower employers' costs while still protecting workers.
- Local government efforts to establish succession planning and mentoring programs.
- Reasonable limitations on tort liability, including tort immunities for public entities for unauthorized use of public property.
- Limitations on the joint and separate liability of governmental agencies to a liability equal to their percentage of their wrongdoing.
- **Efforts to stabilize California Public Employee's Retirement System employer rates.**

Oppose:

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

COMMUNITY AND HUMAN SERVICES

Support:

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

ENVIRONMENT

Support:

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

Oppose:

- Legislation that imposes undue hardship on local agencies to implement environmental regulations.
- Air quality legislation that restricts the land use authority of cities.
- **Legislation seeking to circumvent local government’s ability to regulate, approve and/or deny “green technology” projects.**

HOUSING, LAND USE PLANNING AND COMMUNITY DEVELOPMENT

Support:

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

Oppose:

- Legislation that imposes a mandatory cap on local parking standards in transit intensive areas.
- Efforts by any regulatory commission from promulgating rules and regulations that infringe on local land use decisions and management of the public right-of-way.
- Additional affordable housing production mandates without necessary funding to support said housing mandate.
- **Legislation that prohibits local government’s ability to prohibit and/or regulate the act of sleeping in an unlawful location (i.e. vehicle).**

PUBLIC SAFETY

Support:

- Efforts to secure Federal funding sources for Dignitary (Presidential) visits
- Efforts to maintain permanent, sufficient Public Safety Realignment funding and establish an equitable county allocation formula in order for local governments to adequately manage the shifting of inmates from state prisons to local jails.
- Efforts to increase frontline public safety funding for cities to address increases in crime as a result of Public Safety Realignment and the early release of prisoners.
- Legislative “fixes” to AB 109, the 2011 Corrections Realignment, in order to minimize its impacts on public safety.
- Efforts to equally allocate State Local Assistance Funding approved by voters with Proposition 30 to all city police departments, including cities that contract for police services.
- Legislation that provides funding support for disaster preparedness, earthquake preparedness, Homeland Security, hazardous material response, State COPS program, booking fee reimbursement and other local law enforcement activities.
- Efforts that strengthen local law enforcement’s ability to prevent and fight crime.
- Legislation that minimizes alcohol-related criminal behavior and underage drinking.
- Legislation and funding for Elder Abuse and Identity Theft (especially as it relates to the elder population) programs.
- Legislation that limits the placement of sex offender and parolee homes within the City limits.
- Statewide efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.
- Programs that enhance the benefits of mutual aid agreements between local governments.
- Increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.
- Additional funding in order for local agencies to recoup the costs associated with fire safety in the community.
- Legislation which increases home rule in adopting Fire and Life Safety Codes.
- Efforts which strengthen local fire and life safety services.
- Legislation that provides resources and funding opportunities related to wildfire prevention and wildfire response.
- Regional efforts to improve interoperability of voice and data communications equipment.

- Legislation that provides local law enforcement agencies authority to recover any costs associated with complying with any federal, state or court-ordered licensing, registration and testing requirements.
- Efforts to promote and fund programs to combat pet overpopulation, increase pet adoptions and spay/neuter programs and educate citizens on the dangers and nuisance of roaming, uncontrolled animals and other animal control issues that risk public health and safety and quality of life.

Oppose:

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

REVENUE AND TAXATION

Support:

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

Oppose:

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

TRANSPORTATION, UTILITIES AND PUBLIC WORKS

Support:

- Legislation or policy that provides funding to local governments for local transportation and water, sewer and storm sewer system projects.
- Legislation that provides funding and resources for alternative fuel vehicles for replacement of municipal fleet equipment.
- Efforts to provide adequate charging station infrastructure for emerging electric vehicle technology.
- Legislation that provides funding and resources for retrofitting municipal buildings to increase energy efficiency.
- Efforts for continuing and increasing funding sources for street maintenance projects and transportation improvements.
- Legislation that would lift the minimum requirement of payment of prevailing wages on municipal Public Works projects.
- Legislation that improves the availability of renewable energy and increases energy efficiency programs.
- Legislation that provides clarification and improvements to Infrastructure Financing District (IFD) Law that will enable local agencies to use this tool for a variety of infrastructure financing needs
- Legislation from the PUC that increases the access and reliability of the service and reduces overall cost to the end users.
- **Efforts to secure state and federal financial assistance for transportation infrastructure maintenance and construction needs, including local roads and bridges.**
- **Efforts to provide passenger rail service between Los Angeles and the Coachella Valley.**

Oppose:

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

FEDERAL

Support:

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

Oppose:

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